IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: America's Gardening Resource, Inc., *et al.*, Debtors.[1]	Chapter 11 Case No. 25-11180 (BLS) (Jointly Administered) **Re: Docket Nos. 9, 63 & 142 & 148**

ORDER APPROVING (A) THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES; AND (B) THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Upon the motion [Docket No. 9] (the "Sale Motion")[2] of the above-captioned debtors and debtors in possession (the "Debtors") for entry of an order (this "Sale Order"): (i) approving (a) that certain Asset Purchase Agreement attached hereto as **Exhibit 1**, together with all ancillary documents thereto (the "Stalking Horse Agreement"); (b) the sale of the Acquired Assets free and clear of liens, claims, encumbrances, and other interests as set forth in the Stalking Horse Agreement (the "Sale")[3]; and (c) the assumption and assignment of the Assigned Agreements to Gardens Alive, Inc. (the "Buyer") in connection with the Sale; and (ii) granting related relief; and the Court having entered an order on July 10, 2025 [Docket No. 63] (the "Bidding Procedures Order"), approving, among other things, the proposed form of notice of the Sale Hearing, the Debtors' entry into the Stalking Horse Agreement, and

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: America's Gardening Resource, Inc. (9604); Gardener's Home LLC (0498); Serac Corporation (9800); IGH, Inc. (9336); Innovative Gardening Solutions, Inc. (3325). The location of the Debtors' corporate headquarters and the Debtors' service address in these chapter 11 cases is 128 Intervale Road, Burlington, Vermont 05401.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Stalking Horse Agreement.

[3] For the avoidance of doubt "Sale" includes, without limitation, the "Transactions," as that term is defined by the Stalking Horse Agreement.

the Bidding Procedures and the Bid Protections set forth therein; and the Debtors having not received any competing Qualified Bids, the Auction was cancelled in accordance with the Bidding Procedures Order [Docket No. 104]; and the Debtors having determined, after an extensive marketing process and the absence of any Qualified Bids other than the Buyer, that the Buyer has submitted the highest and best bid for the Acquired Assets; and the Debtors having submitted the Declaration of Ervin Terwilliger (the "Terwilliger Declaration") and David M. Baker (the "Baker Declaration" and together with the Terwilliger Declaration, the "Declarations") in support of the Sale; and the Debtors having designated the Buyer as the Successful Bidder for the Acquired Assets pursuant to the Stalking Horse Agreement; and upon adequate and sufficient notice of the Sale Motion, the Stalking Horse Agreement, and the Transactions; and all interested parties having been afforded an opportunity to be heard with respect to the Sale Motion and all relief related thereto; and all objections having been resolved or overruled; and the Court having reviewed and considered the Sale Motion and all relief related thereto and any objections thereto; and upon the Declarations and the full record in support of the relief requested by the Debtors in the Sale Motion; and this Court having jurisdiction over this matter; and this Court having found that venue of this proceeding and the Sale Motion in this district is proper; and it further appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing (if any) establish just cause for the relief granted herein; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and upon the full record of these Chapter 11 Cases and all other pleadings and proceedings, including the Sale Motion; and after due deliberation thereon, and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS THAT:[4]

I. Jurisdiction, Venue, and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a), and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(a). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363, and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), Rules 2002(a)(2), 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1 and 6004-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

C. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, waives any stay, and expressly directs entry of judgment as set forth herein.

II. Notice

D. Due, proper, timely, adequate, and sufficient notice of the Sale Motion, Sale Hearing, the Auction, the Sale, and the assumption and assignment of the Assigned Agreements has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy

[4] All findings of fact and conclusions of law announced by the Court at the Sale Hearing (if any) in relation to the Sale Motion are incorporated herein to the extent not inconsistent herewith.

Rules 2002, 6004, 9007, and 9014, and in compliance with the Bidding Procedures Order, to each party entitled to such notice, and no other or further notice is, or shall be, required.

E. A reasonable opportunity to object and be heard with respect to the Sale Motion and the Sale and the relief requested in the Sale Motion has been afforded to all interested persons and entities. The disclosures made by the Debtors concerning the Stalking Horse Agreement, the Sale, and the Sale Hearing were sufficient, complete, and adequate.

III. Good Faith of Buyer

F. The Stalking Horse Agreement was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's-length bargaining positions.

G. Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Stalking Horse Agreement or the Sale to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n). All payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed. The Buyer is purchasing the Acquired Assets in good faith and is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an "insider" of any Debtor (as defined under section 101(31) of the Bankruptcy Code). The Buyer is therefore entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code.

IV. Highest and Best Offer

H. The Debtors' marketing and Auction process with respect to the Acquired Assets, including the Debtors' prepetition marketing process with respect to the Acquired Assets, afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets. The Debtors and their representatives conducted the marketing process in accordance with the Bidding Procedures Order in all respects. Based on the record of these proceedings, all creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Debtors' Assets, including the Acquired Assets.

I. The Debtors conducted a fair and open sale process in a manner reasonably calculated to produce the highest or otherwise best offer for the Acquired Assets in compliance with the Bidding Procedures Order. The sale process and Bidding Procedures were non-collusive, substantively and procedurally fair to all parties and to each person or entity entitled to participate in an Auction pursuant to the Bidding Procedures Order, and each person or entity entitled to participate in an Auction pursuant to the Bidding Procedures Order was afforded notice and a full, fair and a reasonable opportunity to make a higher or otherwise better offer for the Acquired Assets. The Bidding Procedures, as they may have been amended or modified in accordance with their terms, have been complied with in all respects by the Debtors and the Buyer.

J. No other offers were made for the Acquired Assets within the time provided for making such offers, or before the deadline to object to the Sale, or before the hearing on the Sale Motion. Accordingly, the Stalking Horse Agreement constitutes the highest and best offer for the Acquired Assets, and the Debtors' determination, in consultation with any secured parties with an interest in the Acquired Assets, and the Official Committee of Unsecured Creditors, and that the Stalking Horse Agreement constitutes the highest and best offer for the Acquired Assets and a valid and sound exercise of the Debtors' business judgment consistent with their fiduciary duties and applicable law. The consideration provided by the Buyer for the Acquired Assets provides fair and reasonable consideration to the Debtors for the sale of the Acquired Assets and the assumption of all Assigned Agreements, and the performance of the other covenants set forth in the Stalking Horse Agreement will provide a greater recovery for the Debtors' estates than would have been provided by any other available alternative.

K. Approval of the Sale Motion and the Stalking Horse Agreement, the Transactions, and the consummation of the Sale is in the best interests of the Debtors' estates, their creditors, and other parties in interest.

V. <u>No Successor Liability</u>

L. No sale, transfer or other disposition of the Acquired Assets to the Buyer pursuant to the Stalking Horse Agreement, or entry into or the closing of the Transactions contemplated by the Stalking Horse Agreement and approved by this Order, will subject the Buyer to any liability whatsoever for any claims, obligations, or encumbrances that are or could be asserted by any person or entity, including, without limitation any present or former employees of the Debtors, and any party to any executory contracts or unexpired leases of the Debtors, against the Debtors or the Debtors' interests in the Acquired Assets—other than the Assumed Liabilities and Permitted Encumbrances—by reason of such transfer under any laws, including any bulk-transfer laws or any theory of successor or transferee liability, antitrust, environmental, product line, *de facto* merger, or substantial continuity or similar legal and equitable theories. By virtue of the consummation of the Transactions and the Stalking Horse Agreement, (i) the Buyer is not a mere continuation of the Debtors or their estates and there is no continuity of enterprise between the Buyer and the Debtors, (ii) the Buyer is not holding itself out to the public as a continuation of the Debtors or their estates, including, but not limited to, any warranty or similar obligations, and (iii) neither the Sale nor the Transactions amount to a consolidation, merger, or *de facto* merger of the Buyer and the Debtors or the Debtors' estates. Accordingly, the Buyer is not and shall not be deemed a successor to the Debtors or their estates by reason of any theory of law or equity, and, except with respect to any Assumed Liabilities and Permitted Encumbrances, the Buyer's acquisition of the Acquired Assets shall be free and clear of any "successor liability" claims of any nature whatsoever. The Buyer would not acquire the Acquired Assets but for the protections against any claims based upon "successor liability" theories.

VI. Validity of Transfer

M. The Stalking Horse Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code, the laws of the United States, or the laws of any state, territory, possession, or the District of Columbia. None of the Debtors or the Buyer is entering into the transactions contemplated by Stalking Horse Agreement fraudulently under any and all applicable federal and state fraudulent conveyance and fraudulent transfer laws.

N. The Debtors have full corporate power and authority to execute the Stalking Horse Agreement (including all ancillary documents executed in connection therewith, including, without limitation, those required to transfer all Organic Facebook and Instagram pages plus any other social media asset), and the sale of the Acquired Assets has been duly and validly authorized by all necessary corporate authority by the Debtors to consummate the Sale and the Transactions. No consents or approvals, other than as may be expressly provided for in the Stalking Horse Agreement, are required by the Debtors to consummate such transactions.

O. The Acquired Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. Subject to section 363(f) of the Bankruptcy Code, the transfer of each of the Acquired Assets to the Buyer will be, as of the Closing Date, a legal, valid, and effective transfer of the Acquired Assets, which transfer vests or will vest the Buyer with all right, title, and interest of the Debtors to the Acquired Assets free and clear of (a) all liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code) and encumbrances relating to, accruing, or arising at any time prior to the Closing Date (collectively, the "Liens") and (b) all debts arising under, relating to, or in connection with any act of the Debtors or claims (as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options in favor of third parties, rights, contractual commitments, restrictions, interests, mortgages, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, claims for reimbursement, contribution, indemnity, exoneration, infringement, products liability, alter-ego, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, rights with respect to Claims (as defined below) and Liens (A) that purport to give to any party a right of setoff against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors' or the Buyer's interests in the Acquired Assets, or any similar rights, or (B) in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income or other exercise of any attributes of ownership) (collectively, as defined in this clause (b), "Claims"), relating to, accruing or arising any time prior to entry of this Sale Order, with the exception of Cure Costs and Assumed Liabilities and Permitted Encumbrances as defined in the Stalking Horse Agreement.

VII. Section 363(f) Is Satisfied

P. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full. Therefore, the Debtors may sell the Acquired Assets free and clear of any interest in the property other than the Assumed Liabilities and Permitted Encumbrances.

Q. The Buyer would not have entered into the Stalking Horse Agreement and would not consummate the Sale and the Transactions if the sale of the Acquired Assets to the Buyer were not free and clear of all Liens and Claims, other than Assumed Liabilities and Permitted Encumbrances, or if the Buyer would, or in the future could, be liable for any of such Liens and Claims (other than Assumed Liabilities and Permitted Encumbrances).

R. The Debtors may sell the Acquired Assets free and clear of all Liens and Claims in, on, or against, or with respect to, any of the Acquired Assets (except Assumed Liabilities and Permitted Encumbrances) 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. Those holders of Liens or Claims against the Debtors, their estates, or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale, or to the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All other holders of Liens or Claims are adequately protected by having their Liens or Claims, if any, in each instance against the Debtors, their estates, or any of the Acquired Assets, attach to the net cash proceeds of the Sale ultimately attributable to the Acquired Assets in which such creditor alleges Liens or Claims, in the same order of priority, with the same validity, force, and effect that such Liens or Claims had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

VIII. Cure Costs and Adequate Assurance of Future Performance

S. The assumption and assignment of the Assigned Agreements pursuant to the terms of this Sale Order is integral to the Stalking Horse Agreement and in the best interests of the Debtors and their estates, their creditors, and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. Subject to the terms and conditions of the Stalking Horse Agreement, the Buyer shall pay Cure Costs: (a) to the extent necessary, to cure or provide adequate assurance of cure, of any default existing prior to the date hereof with respect to the Assigned Agreements, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (b) to the extent necessary, to provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Assigned Agreements, within the meaning of sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. The Buyer's obligation under the Stalking Horse Agreement to pay the Cure Costs and the Buyer's promise and ability to perform the obligations under the Assigned Agreement shall constitute adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. For the avoidance of all doubt, the Buyer shall have no liabilities, debts, commitments, or obligations of any kind whatsoever to any party to any executory contract or any unexpired lease of the Debtors that is not an Assigned Agreement.

IX. No Third-Party Beneficiaries

T. Except as stated expressly in the Stalking Horse Agreement or in this Sale Order, nothing in the Stalking Horse Agreement creates any third-party beneficiary rights in any entity not a party to Stalking Horse Agreement.

X. Compelling Circumstance for an Immediate Sale

U. The Debtors have articulated good and sufficient reasons for approval of the Stalking Horse Agreement and the Sale. The relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Debtors have demonstrated both (a) good, sufficient, and sound business purposes and justifications for approving the Stalking Horse Agreement and (b) compelling circumstances for consummating the Sale outside the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code in that, among other things, the immediate consummation of the Sale to the Buyer is necessary and appropriate to maximize the value of the Debtors' estates and the Sale will provide the means for the Debtors to maximize distributions to creditors. To maximize the value of the Acquired Assets and preserve the viability of the business to which the Acquired Assets relate, it is essential that the Sale occur promptly.

V. The sale of the Acquired Assets outside of a plan of reorganization pursuant to the Stalking Horse Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The sale does not constitute a *sub rosa* chapter 11 plan.

THE COURT HEREBY ORDERS THAT:

I. <u>General Provisions</u>

1. The relief requested in the Sale Motion is approved as set forth herein and on the record of the Sale Hearing, which is incorporated herein as if set forth fully in this Sale Order.

2. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these Chapter 11 Cases pursuant to Bankruptcy Rule 9014. To the extent that any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

3. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, resolved herein or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits *with prejudice*. Those parties who did not object or withdrew their objections to the Sale Motion are deemed to have consented to the Sale pursuant to section 363(0(2) of the Bankruptcy Code.

II. Approval of the Stalking Horse Agreement

4. The Debtors are authorized to enter into and perform under the Stalking Horse Agreement and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved.

5. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions they deem necessary or appropriate to (a) consummate the Sale pursuant to, and in accordance with, the terms and conditions of the Stalking Horse Agreement, together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Stalking Horse Agreement, (b) close the Sale as contemplated in the Stalking Horse Agreement and this Sale Order, and (c) execute and deliver, perform under, consummate, implement, and fully close the Stalking Horse Agreement and the transactions contemplated thereunder, including the assumption and assignment to the Buyer of the Assigned Agreements, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Stalking Horse Agreement and the Sale.

6. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity interests in any Debtor, any holders of Liens, Claims, any governmental unit (as defined in section 101(27) of the Bankruptcy Code) or other interests (whether known or unknown) in, against, or on all or any portion of the Acquired Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Buyer and all successors and assigns of the Buyer, the Acquired Assets, and any trustees, if any, subsequently appointed in any of these Chapter 11 Cases or upon a conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy

Code. This Sale Order and the Stalking Horse Agreement shall inure to the benefit of the Debtors, their estates and creditors, the Buyer, and the respective successors and assigns of each of the foregoing.

III. Transfer of the Acquired Assets

7. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets to the Buyer in accordance with the terms of the Stalking Horse Agreement and such transfer shall constitute a legal, valid, binding, and effective transfer of such Acquired Assets and shall vest the Buyer with title to the Acquired Assets and, other than the Assumed Liabilities and Permitted Encumbrances, shall be free and clear of all Liens, Claims, and other interests of any kind or nature whatsoever, with all such Liens, Claims, or other interests to attach to the net cash proceeds ultimately attributable to the property against or in which such Liens, Claims, or other interests are asserted, subject to the terms thereof, with the same validity, force, and effect, and in the same order of priority, which such Liens, Claims, or other interests had prior to the Sale, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto. For the avoidance of doubt and notwithstanding anything to the contrary in the Stalking Horse Agreement, all Avoidance Actions constitute Excluded Assets (as that term is defined in the Stalking Horse Agreement).

8. The Debtors are hereby authorized to take any and all actions they deem necessary to consummate the Stalking Horse Agreement, the transactions contemplated thereunder and this Sale Order, including any act or omission that otherwise would require further approval by shareholders, members, or their boards, as the case may be, without the need to obtain such approvals.

9. The transfer of the Acquired Assets to the Buyer pursuant to the Stalking Horse Agreement does not require any consents other than as specifically provided for in the Stalking Horse

Agreement. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary or appropriate to consummate the transactions contemplated by the Stalking Horse Agreement (including all ancillary documents executed in connection therewith). A copy of this Sale Order may be filed with the appropriate clerk or recorded with the recorder of any state, county, or local authority to act to cancel any of the Liens, Claims, and other encumbrances of record except those assumed as Assumed Liabilities and Permitted Encumbrances. Notwithstanding anything in the Stalking Horse Agreement to the contrary, the Buyer has accepted the Inventory counts, Accounts Receivables, and Prepaid Expenses in the Debtors records provided to Buyer on July 31, 2025, and no further calculation or adjustment shall be performed other than to account for Inventory sold between August 1, 2025 and the Closing date, Accounts Receivable collected between August 1, 2025 and the Closing, and Prepaid Expenses reduced or applied between August 1, 2025 and the Closing.

10. If any person or entity that has filed statements or other documents or agreements evidencing Claims or Liens on, or interests in, all or any portion of the Acquired Assets (other than statements or documents with respect to Assumed Liabilities and Permitted Encumbrances) shall not have delivered to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Claims, Liens, or interests which the person or entity has or may assert with respect to all or any portion of the Acquired Assets, the Debtors are hereby authorized, and the Buyer is hereby authorized, on behalf of the Debtors and the Debtors' creditors, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Acquired Assets. The Debtors and the Buyer are

each authorized to file a copy of this Sale Order, which, upon filing, shall be conclusive evidence of the release and termination of such Claim, Lien or interest.

11. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental units (as defined in section 101(27) of the Bankruptcy Code), 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 any lease, and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale. All entities or persons described in this paragraph are authorized to strike all recorded liens and encumbrances against the Acquired Assets (aside from Assumed Liabilities and Permitted Encumbrances) from their records, official and otherwise.

12. All persons and entities that are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets to be sold, transferred or conveyed to the Buyer pursuant to the Stalking Horse Agreement are hereby directed to surrender possession of the Acquired Assets to the Buyer on the Closing Date. Subject to the terms, conditions, and provisions of this Sale Order, all persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to the Buyer in accordance with the terms of the Stalking Horse Agreement and this Sale Order.

IV. Assumption and Assignment of the Assigned Agreements

13. The Debtors are hereby authorized and directed in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign to the Buyer, in accordance with the terms of the Stalking Horse Agreement, the Assigned Agreements Scheduled identified (or to be identified at least one (1) day prior to the Closing) on Schedule 2.1(a) of the Stalking Horse Agreement, free and clear of all Liens, Claims, and other interests of any kind or nature whatsoever (other than Cure Costs and Assumed Liabilities and Permitted Encumbrances), and (b) execute and deliver to the Buyer such documents or other instruments as the Buyer deems necessary to assign and transfer the Assigned Agreements to the Buyer.

14. In accordance with Section 2.5(b) of the Stalking Horse Agreement, (a) the Debtors shall not move to reject the Warehouse Lease before the end of the Post Closing Access Period, and (b) the Buyer shall be responsible for and promptly pay any and all of Debtors' direct costs under the Warehouse Lease incurred during the Post Closing Access Period.

15. With respect to the Assigned Agreements: (a) the Debtors may assume each of the Assigned Agreements in accordance with section 365 of the Bankruptcy Code; (b) the Debtors may transfer and assign each Assigned Agreement in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Agreement that prohibit or condition the transfer or assignment of such Assigned Agreement or allow the party to such Assigned Agreement to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Agreement, constitute unenforceable anti-assignment provisions that are void and of no force and effect; (c) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of each Assigned Agreement have been satisfied; and (d) the Assigned Agreements shall be transferred and assigned to, and following the closing of the Sale remain in full force and effect for the

benefit of, the Buyer, notwithstanding any provision in any such Assigned Agreement (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assigned Agreements after such assumption and assignment to the Buyer.

16. All defaults or other obligations of the Debtors under the Assigned Agreements arising or accruing prior to the closing of the Sale, or required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Agreements, shall be cured by the Buyer.

17. Upon the Closing, or the payment of the Cure Costs, whichever is later, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title and interest of each Assigned Agreement. Each of the Assigned Agreements shall be assumed and assigned to the Buyer free and clear of all Liens, Claims or other encumbrances (other than the Assumed Liabilities and Permitted Encumbrances). To the extent provided in the Stalking Horse Agreement, the Debtors shall cooperate with, and take all actions reasonably requested by, the Buyer to effectuate the foregoing.

18. Each Assigned Agreement counterparty is deemed to have consented to assumption and assignment, and the Buyer shall be deemed to have demonstrated adequate assurance of future performance with respect to such Assigned Agreement pursuant to sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

19. Upon the Debtors' assignment of the Assigned Agreements to the Buyer under the provisions of this Sale Order, and the Buyer’s payment of all Cure Costs as provided in the Stalking Horse Agreement, no default shall exist under any Assigned Agreement, and no counterparty to any

Assigned Agreement shall be permitted (a) to declare a default by the Buyer under such Assigned Agreements or (b) to otherwise take action against the Buyer as a result of any Debtors' financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assigned Agreement. Except as otherwise provided on **Exhibit 2** hereto with respect to resolutions reached regarding the Cure Objections filed at Docket Nos. 103, 117, 118, 119, and 121, the Cure Costs are hereby fixed at the amounts set forth in the *Amended Notice of Potential Assumption of Executory Contracts or Unexpired Lease and Cure Amounts* [Docket No. 86] (the "Assumption and Assignment Notice"), and each non-Debtor party to an Assigned Agreement hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or the Buyer, or the property of any of them, any default or Claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the closing of the Sale, or, against the Buyer, any counterclaim, defense, setoff, or any other Claim asserted or assertable against the Debtors and (ii) imposing or charging against the Buyer or its affiliates any rent accelerations, assignment fees, increases, or any other fees as a result of the Debtors' assumption and assignments to the Buyer of the Assigned Agreements.

20. The Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Agreements and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Agreements which accrues after the Closing Date. Consistent with the Bidding Procedures Order and the Stalking Horse Agreement, to the extent a Cure Objection remains unresolved with respect to an Assigned Agreement as of the Closing, such Assigned Agreement may be conditionally assumed and assigned to the Buyer at the Closing pending a resolution of the Cure Objection after notice and a hearing, and the Buyer, with the prior written consent of the Debtors (which consent shall be deemed given so long as the Buyer assumes any liabilities of the estates that arise as a result of such delay), shall have the right to designate such Assigned Agreement as an

Excluded Asset after Closing Date if the Cure Objection is not resolved on terms satisfactory to the Buyer in its sole and absolute discretion. Any other unresolved objection to the proposed assumption and assignment of an Assigned Agreement shall be continued until at least the earlier of the Closing Date, the date on which the Buyer reclassifies such Assigned Agreement as an Excluded Asset, or such other date as the Debtors may consent to in writing. Subject to the foregoing provisions of this paragraph, the determination of any disputed Cure Costs (unless such Cure Costs were resolved at or prior to the Sale Hearing (if any)) shall be expressly reserved for further proceedings, at which time the Debtors and each of these listed objecting parties may schedule a further hearing before the Court on the issue of appropriate Cure Costs on at least seven (7) days' prior notice to the parties affected.

21. All counterparties to the Assigned Agreements shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, and shall not charge the Debtors or the Buyer for any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the sale of the Acquired Assets.

V. <u>Prohibition of Actions Against the Buyer</u>

22. Except for the Assumed Liabilities and Permitted Encumbrances, the Buyer shall not have any liability or other obligation of the Debtors arising under or related to any of the Acquired Assets or any of the Assigned Agreements. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Stalking Horse Agreement, the Buyer shall not be liable for any Claims or Liens against the Debtors or any of their predecessors or affiliates, and the Buyer shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor, or transferee liability, labor or employment law, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown, now existing or

hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, without limitation, liabilities on account of warranties, intercompany loans, and receivables among the Debtors, and any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Acquired Assets prior to the closing of the Sale.

23. Except with respect to the Assumed Liabilities and Permitted Encumbrances, to the greatest extent allowed by applicable law, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental units (as defined in section 101(27) of the Bankruptcy Code), tax and regulatory authorities, lenders, trade creditors, litigation claimants, and other creditors, holding Liens, Claims, or other interests of any kind or nature whatsoever against, or in all or any portion of, the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' business prior to the closing of the Sale, or the transfer of the Acquired Assets to the Buyer, hereby are forever barred, estopped and permanently enjoined from asserting against the Buyer, any of the Buyer's affiliates, successors, or assigns, their property or the Acquired Assets, such persons' or entities' Liens, Claims, or interests in and to the Acquired Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against the Buyer, its affiliates, its successors, assets or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Buyer, its affiliates, its successors, assets, or properties; (c) creating, perfecting, or enforcing any Lien or Claim against the Buyer, its affiliates, its successors, assets, or properties; (d) asserting any setoff (except for setoffs exercised prior to the Petition Date) or right of subrogation of any kind against any obligation due the

Buyer, its affiliates or its successors; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

24. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to the Buyer, or the ability of Buyer to utilize such Acquired Assets, in accordance with the terms of the Stalking Horse Agreement and this Sale Order.

25. Except as provided in the Stalking Horse Agreement and without limiting other applicable provisions of this Sale Order, the Buyer is not, by virtue of the consummation of the Sale, assuming, nor shall it be liable or responsible for, as a successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, including any theory of antitrust, environmental successor or transferee liability, labor or employment law, *de facto* merger, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter raised, which may be asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to any of the Debtors, or any of their predecessors or affiliates or any obligations of the Debtors or their predecessors or affiliates arising prior to the Closing Date, any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed or otherwise) in any way whatsoever relating to, or arising from, the Acquired Assets or the Debtors' operation of their businesses or use of the Acquired Assets on or prior to the Closing Date or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to periods on or prior to the Closing Date or are to be observed, paid, discharged, or performed on or prior to the Closing Date (in

each case, including any liabilities that result from, relate to or arise out of tort or product liability claims), or any liabilities calculable by reference to the Debtors or its assets or operations (including by reference to the Debtors' experience or similar ratings), or relating to continuing conditions existing on or prior to the Closing Date, including with respect to Debtors' predecessors or affiliates, which liabilities, debts, commitments, and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments, or obligations has delivered to the Buyer a release thereof. The consideration provided by the Buyer under the Stalking Horse Agreement is the highest and best offer for the Acquired Assets and will inure to the benefit of the holders of any Liens or Claims. The consideration given by the Buyer shall constitute valid and fair consideration for the releases of any potential claims of successor liability of the Buyer, which releases shall be deemed to have been given in favor of the Buyer by all holders of Liens or Claims against or interests in the Debtors or any of the Acquired Assets.

VI. <u>Other Provisions</u>

26. The consideration provided by the Buyer to the Debtors pursuant to the Stalking Horse Agreement for the Acquired Assets was negotiated in good faith and at arm's-length and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia. The terms and conditions set forth in the Stalking Horse Agreement and all ancillary documents filed therewith or described therein are fair and reasonable under these circumstances and were not entered into with the intent to, nor for the purpose of, nor do they have the effect of, hindering, delaying, or defrauding the Debtors or their creditors under any applicable laws. Neither the Debtors nor the Buyer is entering into Stalking Horse Agreement and any ancillary documents filed therewith or described therein or proposing to

consummate the Sale fraudulently, for the purpose of statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable jurisdiction.

27. The Debtors and their respective officers, directors, employees, agents, advisors, attorneys, and other representatives actively participated in the marketing process and respectively acted in good faith. The transactions contemplated by the Stalking Horse Agreement (including all ancillary documents executed in connection therewith) were negotiated and entered into based upon arm's-length bargaining are undertaken by the Buyer without collusion or fraud, and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code. The Buyer is entering into the Stalking Horse Agreement in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and is a good faith Buyer for value within the meaning of section 363(m) of the Bankruptcy Code and the court decisions applying or interpreting such provision. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale or the assumption and assignment of the Assigned Agreements, unless such authorization and such Sale are duly stayed pending such appeal. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the Sale, the Stalking Horse Agreement, or any related action or the transactions contemplated thereby to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code, or that would prevent the application of section 363(m) of the Bankruptcy Code. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

28. The automatic stay pursuant to section 362 of the Bankruptcy Code is lifted to the extent necessary, without further order of the Court, to allow the Buyer and the Debtors to (a)

deliver any notice provided in Stalking Horse Agreement and any ancillary documents, and (b) take any and all actions permitted under this Sale Order, the Stalking Horse Agreement, and any ancillary documents in accordance with the terms and conditions thereof.

29. **Bank of America, N.A. and Banc of America Leasing & Capital LLC**. Notwithstanding anything to the contrary in this Order or any notice related thereto, Bank of America, N.A. and Banc of America Leasing & Capital, LLC (collectively, "BofA") shall be deemed to hold a fully secured claim in an amount of not less than $5,179,000 (the "Allowed Secured BofA Claim"). In full satisfaction of the Allowed Secured BofA Claim, on the Closing Date (as defined in the Stalking Horse Agreement), the Debtors shall pay BofA the sum of $4,950,000.00 from the proceeds of the Sale and the other assets securing the Allowed Secured BofA Claim (the "BofA Claim Payment"). In consideration of the BofA Claim Payment, BofA has consented to the Sale and withdrawn the *Limited Objection and Reservation of Rights of Bank of America, N.A. and Banc of America Leasing & Capital LLC in Response to Debtors' Motion to Sell Substantially All of its Assets Free and Clear of Liens Pursuant to 11 U.S.C. §§ 363 and 363(f)* [Docket No. 123] (the "BofA Objection") and released its lien on any remaining assets of the Debtors. BofA shall deliver a fully executed or authenticated lien release and discharge. The BofA Claim Payment and the allowance of the Allowed BofA Secured Claim (a) shall survive the conversion or dismissal of these Chapter 11 Cases and be binding on any subsequent Chapter 11 or Chapter 7 Trustee and (b) shall not be altered, amended, or modified by any subsequent order in these Chapter 11 Cases or any plan confirmed in these Chapter 11 Cases. BofA shall have no other claims in the cases.

30. **Northfield Savings Bank**. Notwithstanding anything to the contrary in this Order or any notice related thereto, Northfield Saving Bank ("NSB") shall be deemed to hold a fully secured claim in an amount of not less than $3,168,930.26 (the "Allowed Secured NSB

Claim”). In full satisfaction of the Allowed Secured NSB Claim, on the Closing Date (as defined in the Stalking Horse Agreement), the Debtors shall pay NSB the sum of $2,925,000.00 from the proceeds of the Sale (the “NSB Claim Payment”). In consideration of the NSB Claim Payment, NSB has consented to the Sale and withdrawn its *Joinder of Northfield Savings Bank in Connection with* the *Limited Objection and Reservation of Rights of Bank of America, N.A. and Banc of America Leasing & Capital LLC in Response to Debtors' Motion to Sell Substantially All of its Assets Free and Clear of Liens Pursuant to 11 U.S.C. §§ 363 and 363(f)* [Docket No. 128] (the “NSB Joinder”) and released its lien on any remaining assets of the Debtors. NSB shall deliver a fully executed and acknowledged mortgage discharge in recordable form. The NSB Claim Payment and the allowance of the Allowed Secured NSB Claim (a) shall survive the conversion or dismissal of these Chapter 11 Cases and be binding on any subsequent Chapter 11 or Chapter 7 Trustee and (b) shall not be altered, amended, or modified by any subsequent order in these Chapter 11 Cases or any plan confirmed in these Chapter 11 Cases. NSB shall have no other claims in the cases.

31. **Cigna Health and Life Insurance Company.** Notwithstanding anything to the contrary in this Order or any notice related thereto, unless Cigna Health and Life Insurance Company and the Debtors agree otherwise, the Employee Benefits Agreements (as defined in the *Objection of Cigna to Notice of Potential Assumption of Executory Contracts or Unexpired Leases and Cure Amounts* [Docket No. 114] (“Cigna Objection”)) shall not be assumed and assigned to the Buyer as part of the Sale. This resolves the Cigna Objection.

32. For cause shown, pursuant to Bankruptcy Rules 6004(h) and 7062(g), this Sale Order shall not be stayed, shall be effective immediately upon entry, and the Debtors and the Buyer are authorized to close the Sale immediately upon entry of this Sale Order.

33. The failure to specifically include any particular provision of the Stalking Horse Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Stalking Horse Agreement be authorized and approved in its entirety; *provided* that this Sale Order shall govern if there is any inconsistency between the Stalking Horse Agreement (including all ancillary documents executed in connection therewith) and this Sale Order.

34. The Stalking Horse Agreement and any related schedules, agreements, documents, or other instruments may be waived, modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court; *provided*, *however*, that any such written waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the Stalking Horse Agreement and any related agreements, and *provided*, *further*, that the Buyer shall have the right to amend the schedules to the Stalking Horse Agreement to remove assets from the Acquired Assets and/or to remove executory contracts and/or unexpired leases from the Assigned Agreements.

35. From time to time, as and when requested, all parties to the Sale shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to consummate the Sale, including such actions as may be necessary to vest, perfect or confirm or record or otherwise in the Buyer, its right, title and interest in and to the Acquired Assets, including, but not limited to, such actions as may be necessary to identify and confirm the registered Intellectual Property owned by Debtors, and to execute and deliver to Buyer such recordable form documents, instruments, and assignments as may be necessary to vest, perfect or confirm or record or otherwise in the Buyer, its right, title and interest in and to such registered Intellectual Property.

36. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Sale Motion in these Chapter 11 Cases, the terms of this Sale Order shall govern.

37. The Court shall retain jurisdiction to the maximum extent provided by law to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Stalking Horse Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which have been assigned by the Debtors to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the Acquired Assets to the Buyer; (b) interpret, implement, and enforce the provisions of this Sale Order; (c) protect the Buyer against any Liens, Claims, or other interest in or against the Sellers or the Acquired Assets of any kind or nature whatsoever, attaching to the proceeds of the Sale; and (d) enter any orders under the Bankruptcy Code with respect to the Assigned Agreements.

Dated: August 4th, 2025
Wilmington, Delaware

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

DATED AS OF JUNE 20, 2025

BY AND BETWEEN

AMERICA'S GARDENING RESOURCE, INC., D/B/A GARDENER'S SUPPLY, GARDENER'S HOME LLC, SERAC CORPORATION, IGH, INC. AND INNOVATIVE GARDENING SOLUTIONS, INC.,
SELLER,

GARDENS ALIVE, INC.

BUYER

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made as of June 20, 2025 (the "Effective Date") by and among **AMERICA'S GARDENING RESOURCE, INC., D/B/A GARDENER'S SUPPLY**, a Delaware corporation ("AGR"), **GARDENER'S HOME LLC,** a Vermont limited liability company ("GH")**, SERAC CORPORATION,** a Vermont limited liability company ("SC"), **IGH, INC.**, a Vermont corporation ("IGH"), and **INNOVATIVE GARDENING SOLUTIONS, INC.**, a Vermont corporation ("IGS" and, together with AGR, GH, SC, and IGH collectively, the "Seller"), and **GARDENS ALIVE, INC**., a Delaware corporation ("Buyer"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Article 1.

RECITALS

WHEREAS, the Seller has been engaged in the business of providing environmentally friendly gardening supplies, live plants, trees, shrubs and related products and information under the name Gardener's Supply and other trademarks in direct to consumer channels via the internet, the mail and catalogs, and in retail stores located in (i) Burlington, Vermont (owned by Seller and leased back), (ii) Shelburn, Vermont (leased), (iii) Williston, Vermont (leased), (iv) Lebanon, New Hampshire (leased), (v) Greenland, New Hampshire (leased), and (vi) Hadley, Massachusetts (leased) (the "Business"); and

WHEREAS, Buyer desires to purchase from Seller the Acquired Assets, as defined below, free and clear of all Claims, Liabilities and Encumbrances (other than Permitted Encumbrances with respect to Owned Real Property, as defined below), including claims of successor liability, upon the terms and conditions of this Agreement; and

WHEREAS, Seller has determined that the sale of the Acquired Assets to Buyer pursuant to this Agreement is in the best interests of the Seller and its creditors, and therefor desires to sell to Buyer all of the Acquired Assets pursuant to this Agreement, and

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Acquired Assets pursuant to Sections 363 and 365 of the Bankruptcy Code; and

WHEREAS, the execution, delivery and performance of this Agreement by Seller and Buyer and the consummation of the transactions contemplated by this Agreement and the other Transaction Documents (the "Transactions") is subject to the entry of the Sale Order by the Bankruptcy Court, under, inter alia, Sections 105, 363 and 365 of the Bankruptcy Code, in a form and substance which is satisfactory to Buyer in its discretion.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and intending to be legally bound, the Parties agree as follows.

ARTICLE 1
DEFINITIONS

1.1 Definitions.

For purposes of this Agreement, the following terms have the meanings specified or referenced below.

"Accounts Receivable" means and includes all of Seller's presently existing and hereafter arising or acquired accounts, accounts receivable, and all present and future rights of Seller to payment for goods sold or leased or for services rendered at any time through the Closing Date, whether or not they have been earned by performance, and all rights in any merchandise or goods which any of the same may represent, and all rights, title, security and guaranties with respect to each of the foregoing, including, without limitation, any right of stoppage in transit.

"Acquired Assets" has the meaning set forth in Section 2.1.

"Action" means any and all civil, criminal or administrative actions, lawsuits, arbitrations, investigations, proceedings, hearings, charges, complaints, citations, demands, assessments, audits, judgments and Claims (including employment-related Claims or audits by any taxing authority), regardless of whether a proceeding or lawsuit has been initiated, relating to or asserted by a Person.

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

"Agreement" has the meaning set forth in the introductory paragraph.

"Allocation Schedule(s)" has the meaning set forth in Section 3.5.

"Assigned Agreements" means the Contracts listed or described in Schedule 2.1(a) (Assigned Agreements) hereto.

"Assignment of Copyrights" has the meaning set forth in Section 4.4(c).

"Assignment of Domain Names" has the meaning set forth in Section 4.4(c).

"Assignment of Patents" has the meaning set forth in Section 4.4(c).

"Assignment of Trademarks" has the meaning set forth in Section 4.4(c).

"Assumed Contract Liability" has the meaning set forth in Section 2.3(b).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumption Agreement" has the meaning set forth in Section 2.3.

"Auction" has the meaning set forth in Section 7.6(e).

"Avoidance Actions" means any and all Claims for relief of Seller or others entitled to bring said Claims under Chapter 5 of the Bankruptcy Code.

"Bankruptcy Case" means the voluntary case commenced by Seller under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court, case number [____________], for the purpose, in part, of consummating the Transactions.

"Bankruptcy Code" means Title 11 of the United States Code, Sections 101 et. seq.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware sitting in Wilmington, Delaware.

"Benefit Plan" has the meaning set forth in Section 8.4(c).

"Bidding Procedures Hearing" has the meaning set forth in Section 7.6(e).

"Bidding Procedures Order" means an Order of the Bankruptcy Court in the form attached hereto as **Exhibit A**.

"Bill of Sale and Assignment" means the Bill of Sale and Assignment substantially in the form attached hereto as **Exhibit B**.

"Broker" means Tower Partners, LLC.

"Break-Up Fee" has the meaning set forth in Section 7.6(e).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day of the year on which national banking institutions in Wilmington, Delaware are open to the public for conducting business and are not required or authorized to close.

"Business Employees" has the meaning set forth in Section 8.4(a).

"Buyer" has the meaning set forth in the introductory paragraph.

"Buyer Plan" has the meaning set forth in Section 8.4(c).

"Buyer Material Adverse Effect" means any fact, condition, change, violation, inaccuracy, circumstance, effect or event ("Effect"), individually or in the aggregate, that has, or is reasonably likely to have, a material adverse effect on Buyer, taken as a whole; *provided*, *however*, that "Buyer Material Adverse Effect" shall not include the following, nor shall any of the following be taken into account in determining whether there has been a Buyer Material Adverse Effect: (a) general business or economic conditions (*other than tariffs which shall be considered*); (b) changes in GAAP; (c) acts or omissions of Buyer carried out (or omitted to be carried out) in accordance with this Agreement; (d) any Effect caused by events, changes or developments relating to the Transactions or the announcement thereof; (e) compliance with the terms of, or the taking of any action required or contemplated by, this Agreement or any ancillary agreement, or the failure to take any action prohibited by this Agreement or any ancillary agreement; or (f) any actions taken, or failure to take action, in each case, to which Seller has in writing expressly approved, consented to or requested.

"Buyer Termination Notice" has the meaning set forth in Section 11.1(b)(i).

"Claims" means (i) a right to payment, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmated, disputed, undisputed, legal, equitable, secured or unsecured, or (ii) a right to an equitable remedy for breach of performance if such breach gives right to payment, whether or not such right to an equitable remedy is reduced to a judgment fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; including Claims for successor liability and Claims of present or past employees including, but not limited to Claims arising under the WARN ACT.

"Closing" has the meaning set forth in Section 4.1.

"Closing Date" means the date and time as of which the Closing occurs as set forth in Section 4.1.

"Closing Date Accounts Receivable" means Account Receivable as of the Closing Date, less an allowance for doubtful accounts, as determined in accordance with the procedures set forth in Section 3.3 of this Agreement.

"Closing Date Inventory" means the amount of (i) Inventory of Seller as of the Inventory Valuation Date which was purchased by Seller within twelve (12) months of the Inventory Valuation Date and valued at the lower of cost or market, wherever located, plus (ii) Excess Retail Inventory valued at eighty percent (80%) of the lower of cost or market. Such Closing Date Inventory shall be determined in accordance with the procedures set forth in Section 3.3 of this Agreement.

"Closing Date Prepaid Expenses" means the prepaid expenses of Seller as of the close of business on the second Business Day immediately preceding the Closing Date as set forth in the books and records of Seller and which are included in the Acquired Assets. Such Closing Date Prepaid Expenses shall be determined in accordance with the procedures set forth in Section 3.3 of this Agreement.

"Confidentiality Agreement" means the nondisclosure agreement, dated as of March 4, 2025, by and between Gardens Alive, Inc., and Seller.

"Consent" means any consent, waiver, approval, order or authorization of, or registration, declaration or filing with or notice to, any Governmental Authority or other Person.

"Contract" means any agreement, contract, obligation, understanding, or undertaking (whether written or oral) that is legally binding, including, but not limited to, Deeds, Intellectual Property, Leases and licenses.

"Copyrights" means all United States and foreign copyrights and copyrightable subject matter, whether registered or unregistered, including all United States copyright registrations and applications for registration and foreign equivalents, all moral rights, all common-law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright rights accruing by reason of any international copyright convention and all associated Goodwill.

"Cure Costs" has the meaning set forth in Section 2.5.

"Damaged Inventory" means Inventory which is (i) damaged to the extent that it is not saleable by Seller at standard market prices, or (ii) designated as discontinued or obsolete in the books and records of Seller.

"Deeds" means the general warranty deeds or substantively comparable form of deeds transferring title to the Owned Real Property to be delivered pursuant to Section 4.4(b).

"Deposit" means FOUR HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($450,000.00).

"Domain Names" means any alphanumeric designation registered with or assigned by a domain name registrar, registry or domain name registration authority as part of an electronic address on the Internet. A Domain Name may or may not also be a Trademark.

"Drop Dead Date" is August 22, 2025.

"Effective Date" means the date as of which this Agreement was executed as set forth in the first sentence of this Agreement.

"Encumbrance" means any charge, lien, Claim, mortgage, lease, hypothecation, deed of trust, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, encumbrance, or other similar restriction of any kind.

"Equipment" means all furniture, equipment, computers, machinery, apparatus, appliances, implements, spare parts, supplies and all other tangible personal property of every kind and description owned by Seller.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Escrow Agent" means Wilmington Trust, or such other entity who shall be a Person that is not an Affiliate of Buyer or Seller, to be designated by Seller and Buyer prior to execution and delivery of the Escrow Agreement.

"Escrow Agreement" has the meaning set forth in Section 3.2.

"Escrow Fee" has the meaning set forth in Section 3.2.

"Excess Retail Inventory" means all Inventory located at any of the retail locations, whether such retail locations are leased to or owned by Seller, which was purchased by Seller more than twelve (12) months but less than thirty-six (36) months prior to the Inventory Valuation Date.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Bank Accounts" has the meaning set forth in Section 2.2(b).

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Final Order" means a Sale Order entered by the Bankruptcy Court in the Bankruptcy Case that is not the subject of a pending motion for reconsideration, and that has not been stayed or appealed, and the time for which any person or entity to seek reconsideration, a stay, or appeal has expired by operation of all applicable statutes and rules of procedure, but in no case any earlier than fifteen (15) days after the entry by the Bankruptcy Court of a Sale Order on the docket of the Bankruptcy Case, *provided, however*, that the Buyer shall have the right, in its sole and absolute discretion, to expressly waive in writing any or all of the foregoing requirements of a Final Order.

"GAAP" means United States generally accepted accounting principles as consistently and historically applied by Seller.

"Goodwill" means any and all goodwill of Seller attributable to any of the Acquired Assets or the Business.

"Governmental Authority" means any United States federal, state or local, Canadian federal, provincial or local, or any foreign government, governmental authority, regulatory or administrative authority or any court, tribunal or judicial body having jurisdiction, or any quasi-governmental or private body exercising any regulatory, governmental or quasi-governmental authority, or any securities exchange, futures exchange, contract market, any other exchange or corporation or similar Self-Regulatory Organization applicable to a Party.

"Governmental Authorization" means any approval, consent, license, permit, waiver, or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.

"Independent Accountants" means Dopkins & Company, LLP.

"Intellectual Property" means all intellectual property rights of any kind owned, used or licensed (as licensor or licensee) by Seller, including all Software, Copyrights, Patents, Trademarks, Trade Secrets, Domain Names, all rights to privacy and proprietary rights to personal information, and all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing and all associated Goodwill.

"Inventory" means the tangible personal property of Seller held for sale at retail by Seller to customers.

"Inventory Valuation Date" means the close of business on the fourth Business Day immediately preceding the Closing Date.

"IRC" means the Internal Revenue Code of 1986, as amended, and regulations issued by the IRS pursuant to the Internal Revenue Code.

"IRS" means the Internal Revenue Service of the United States.

"Leased Real Property" means all real property which is the subject of a Lease.

"Leases" refer collectively to the leases and other occupancy agreements pursuant to which Seller occupies real property used in connection with the operation of the Business.

"Legal Requirement" means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, ordinance, principle of common law, regulation, statute or treaty.

"Liability" means all liabilities and obligations (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

"Non-Assured Contracts" has the meaning set forth in Section 7.6(d).

"Normal Business Hours" means 7:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturdays.

"Order" means any award, writ, injunction, judgment, order, ruling, directive, stipulation, determination or decree entered, issued, made, or rendered by or with any Governmental Authority.

"Owned Real Property" refers collectively to the real property owned by Seller.

"Party" or "Parties" means, individually or collectively, Buyer and Seller.

"Patents" means United States and foreign patents (including certificates of invention and other patent equivalents), patent applications, provisional applications and patents issuing therefrom, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals, patent disclosures, inventions (whether or not patentable or reduced to practice) or improvements thereto.

"Payment Account" has the meaning set forth in Section 4.2.

"Permits" means all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals, clearances and orders of any Governmental Authority which are necessary for Seller to own, lease and operate its properties and assets or to carry on the Business in substantially the manner in which it is now being conducted.

"Permitted Encumbrances" means (i) statutory liens for current property Taxes and assessments (A) not yet due and payable or (B) being contested in good faith by appropriate proceedings for which adequate reserves have been made in accordance with GAAP, including liens for *ad valorem* Taxes and statutory liens not yet due and payable arising other than by reason of any default by Seller, (ii) easements, covenants, conditions, restrictions and other similar matters of record on real property, leasehold estates or personalty that do not in any material respect detract from the value thereof and do not individually or in the aggregate in any material respect interfere with the present use of the property subject thereto, (iii) Encumbrances that constitute or secure Assumed Liabilities (including Encumbrances arising under the Assigned Agreements), (iv) Encumbrances, title exceptions or other imperfections of title caused by or resulting from the acts of Buyer or any of its Affiliates, employees, officers, directors, agents, contractors, invitees or licensees, (v) landlords', carriers', warehousemen's, mechanics', suppliers', materialmen's, repairmen's liens or other like Encumbrances arising in the ordinary course of business with respect to amounts not yet overdue or amounts being contested in good faith by appropriate Proceedings that do not individually or in the aggregate in any material respect interfere with the present use of the property subject thereto, (vi) local, county, state and federal laws, ordinances or governmental regulations now or hereafter in effect relating to the Real Property that do not individually or in the aggregate in any material respect interfere with the present use of the property subject thereto and (vii) the Encumbrances listed in Schedule 1.1 (Permitted Encumbrances) and approved by Buyer, which approval shall not be unreasonably withheld.

"Person" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other entity or Governmental Authority.

"Petition Date" means the date on which Seller commenced the Bankruptcy Case.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority.

"Purchase Price" has the meaning set forth in Section 3.1.

"Purchased Inventory" means (i) all Inventory purchased by Seller within twelve (12) months prior to the Inventory Valuation Date, (ii) all Excess Retail Inventory and (iii) all Inventory located at any of the retail locations, whether such retail locations are leased to or owned by Seller which was purchased by Seller more than thirty-six (36) months prior to the Closing Date.

"Qualifying Bid" has the meaning set forth in Section 7.6(e).

"Real Property" means the Owned Real Property and the Leased Real Property.

"Representative" means with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, financial advisors and restructuring advisors.

"Requested Party" has the meaning set forth in Section 8.5(b).

"Retail Store Leases" means the leases of the retail stores operated by Seller in (i) Burlington, Vermont, (ii) Williston, Vermont, (iii) Lebanon, New Hampshire, (iv) Greenland, New Hampshire and (v) Hadley, Massachusetts**.**

"Sale Hearing" means the hearing before the Bankruptcy Court, to be held for the purpose of obtaining the Sale Order.

"Sale Order" means an order of the Bankruptcy Court pursuant to Sections 105, 363(b), 363(f), 363(m) and 365(b) of the Bankruptcy Code authorizing and approving, inter alia, this Agreement, the Transactions and, in particular, the sale of the Acquired Assets to the Buyer on the terms and conditions set forth herein (as modified by the Court and satisfactory to Buyer in its discretion), free and clear of all Claims, Encumbrances (other than Permitted Encumbrances) and Liabilities, including successor liability, such that Buyer will not incur any liability as a successor to the Business or the Acquired Assets, the assumption and assignment of the Assigned Agreements to Buyer, and finding that the Transactions were undertaken by the Seller and the Buyer at arm's length, without collusion, and in "good faith" such that the Buyer is entitled to the protections of Section 363(m) of the Bankruptcy Code and releasing all Actions that Seller, or Seller's shareholders hold against Buyer or its Affiliates, including causes of action that arise in favor of Seller, or Seller's employees or otherwise, that accrue prior to the Closing, substantially in the form attached hereto as **Exhibit C** or otherwise in a form acceptable to Buyer.

"Self-Regulatory Organization" means any securities exchange, futures exchange, contract market, any other exchange or corporation or similar self-regulatory body or organization applicable to a Party.

"Seller Material Adverse Effect" means any Effect, individually or in the aggregate, that has, or is reasonably likely to have, a material adverse effect on the Acquired Assets or the Business (excluding the Excluded Assets and the Excluded Liabilities), taken as a whole; *provided*, *however*, that "Seller Material Adverse Effect" shall not include the following, nor shall any of the following be taken into account in determining whether there has been a Seller Material Adverse Effect: (a) general business or economic conditions (*other than tariffs which shall be considered*); (b) changes in GAAP; (c) acts or omissions of Seller carried out (or omitted to be carried out) in accordance with this Agreement; (d) any Effect caused by events, changes or developments relating to the Transactions or the announcement thereof; (e) any condition arising by reason of commencement of the Bankruptcy Case or Seller operating as a debtor in possession thereunder if in accordance with applicable law and consistent with performance of Seller's obligations under this Agreement; (f) compliance with the terms of, or the taking of any action required or contemplated by, this Agreement or any ancillary agreement, or the failure to take any action prohibited by this Agreement or any ancillary agreement; or (g) any actions taken, or failure to take action, in each case, to which the Buyer has in writing expressly approved, consented to or requested.

"Seller" has the meaning set forth in the introductory paragraph.

"Seller's Disclosure Schedule" means the Seller's Disclosure Schedule attached hereto as **Exhibit D**.

"Seller's Knowledge" means the actual knowledge of Rebecca Gray.

"Seller's Termination Notice" has the meaning set forth in Section 11.1(c)(i).

"Software" means all computer software programs (whether in source code, object code or other form) and software systems owned, licensed, or used by Seller, including all databases, compilations, tool sets, compilers, "proprietary" languages, related documentation, technical manuals and materials, and any license to use or other rights related to the foregoing.

"Standstill Period" means the period of time starting on the Effective Date of this Agreement and continuing until such time as the Bankruptcy Court designates the Buyer or some other buyer as the "stalking horse bidder", or this Agreement is terminated pursuant to Section 11.1, whichever is sooner.

"Subsidiaries" means any entity with respect to which a specified Person (or a Subsidiary thereof) has the power, through the ownership of securities or otherwise, to elect a majority of the directors, or similar managing body.

"Tax" or "Taxes" (and with correlative meaning, "Taxable" and "Taxing") means (i) any federal, state, provincial, local, foreign or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental (including taxes under Section 59A of the IRC), natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar taxes, duty, levy or other governmental charge or assessment or deficiencies thereof (including all interest and penalties thereon and additions thereto whether disputed or not) and (ii) any transferee liability in respect of any items described in clause (i) above.

"Tax Return" means any return, declaration, report, claim for refund, information return, or other document (including any related or supporting estimates, elections, schedules, statements, or information) filed or required to be filed in connection with the determination, assessment, or collection of any Tax or the administration of any laws, regulations, or administrative requirements relating to any Tax.

"Third Party Consents" means the consents, approvals and waivers set forth in Section 7.3 of the Seller's Disclosure Schedule.

"Trademarks" means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names (including all assumed or fictitious names under which the Business is conducted), and any other indicia of source of goods and services, designs and logotypes related to the above, in any and all forms, whether registered or unregistered, and registrations and pending applications to register the foregoing (including intent to use applications), and all Goodwill related to or symbolized by the foregoing.

"Trade Secrets" means confidential information and trade secrets.

"Transaction Documents" means this Agreement, the Bill of Sale and Assignment, the Assumption Agreement, and any other agreements, instruments, or documents entered into pursuant to this Agreement.

"Transferred Employees" has the meaning set forth in Section 8.4(a).

"Transferred Employee Liability" means all Liabilities of Seller as of the Closing Date with respect to (i) accrued payroll (including accrued payroll Taxes), and (ii) holiday pay, accrued paid time off (PTO), accrued sick leave and accrued vacation up to an aggregate of three (3) weeks per each of Seller's officers and employees who become Transferred Employees.

"Transfer Taxes" has the meaning set forth in Section 8.1(b).

"Unclaimed Property" means any unclaimed cash, cash equivalents and deposits held by Persons other than Seller, and which are not reflected on the books and records of Seller on the Closing Date and which would escheat to a Governmental Authority if not claimed within applicable time periods.

"Warehouse Lease" means that certain lease agreement by and between Miller Realty Group and AGR executed on December 9, 2011 and commencing on September 1, 2012, for the warehouse space located at 947 Route 7 South, Milton, Vermont, as the same may be modified or amended from time to time.

"Warehouse Premises" means that premises leased to Seller pursuant to the Warehouse Lease..

"Working Capital Adjustment" means, as determined in accordance with the procedures set forth in Section 3.3:

(i) a positive amount equal to the sum of the amount of Closing Date Inventory; plus the amount of Closing Date Prepaid Expenses; plus the amount of Closing Date Accounts Receivable; less Purchased Inventory which was sold after the Inventory Valuation Date and prior to the Closing Date; less the Working Capital Target Amount, or

(ii) a negative amount equal to the sum of Working Capital Target Amount plus Purchased Inventory which was sold after the Inventory Valuation Date and prior to the Closing Date; less the amount of Closing Date Inventory; less the amount of Closing Date Prepaid Expenses; less Closing Date Accounts Receivable.

"Working Capital Target Amount" equals NINE MILLION THREE HUNDRED THOUSAND and 00/100 DOLLARS ($9,300,000.00).

1.2 Other Definitions and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

Dollars. Any reference in this Agreement to $ shall mean U.S. dollars.

Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement. If any Schedule or Exhibit is incomplete on the Effective Date, Buyer and Seller shall use their respective best efforts to complete such incomplete Schedule or Exhibit prior to July 1, 2025 or one

(1) day prior to the Auction, whichever is later, it being understood that the content of all Schedules and Exhibits shall be approved by Seller and Buyer, and provided further, that the list of Assigned Agreements may be amended until the Closing Date, upon mutual agreement of Seller and Buyer.

Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Schedule," "Section" or "Article" are to the corresponding Schedule, Section or Article, respectively, of this Agreement unless otherwise specified.

Herein. The words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) No Strict Construction. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2
PURCHASE AND SALE; CLOSING

2.1 Purchase and Sale.

Upon the terms and subject to the conditions of this Agreement, at Closing, Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer, and Buyer shall purchase and acquire, free and clear of all Claims, Liabilities and Encumbrances (other than Permitted Encumbrances), including Claims of successor liability, to the extent provided under the Bankruptcy Code, all right, title and interest of Seller in, to or under all of the properties and assets of Seller (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business, including all associated Goodwill, including, but not limited to the following (herein collectively called the "Acquired Assets"):

(a) the Assigned Agreements Contracts listed on Schedule 2.1(a);

(b) the Owned Real Property listed on Schedule 2.1(b) of the Seller's Disclosure Schedule;

(c) the Leased Real Property listed on Schedule 2.1(c) of the Seller's Disclosure Schedule;

(d) the Leases listed on Schedule 2.1(d) of the Seller's Disclosure Schedule;

(e) the Permits listed on Schedule 2.1(e) of the Seller's Disclosure Schedule;

(f) the Copyrights listed on Schedule 2.1(f) of the Seller's Disclosure Schedule;

(g) the Domain Names listed on Schedule 2.1(g) of the Seller's Disclosure Schedule;

(h) the Patents listed on Schedule 2.1(h) of the Seller's Disclosure Schedule;

(i) the Trademarks listed on Schedule 2.1(i) of the Seller's Disclosure Schedule;

(j) the Trade Secrets listed on Schedule 2.1(j) of the Seller's Disclosure Schedule;

(k) the Software listed on Schedule 2.1(k) of the Seller's Disclosure Schedule;

(l) all Purchased Inventory;

(m) the Equipment listed on Schedule 2.1(m) of the Seller's Disclosure Schedule;

(n) Accounts Receivable listed on Schedule 2.1(n) of Seller's Disclosure Schedule

(o) any and all rights to enforce all confidentiality or non-disclosure agreements in favor of Seller;

(p) the Business as a going concern;

(q) copies of any records that Seller requests with respect to any of the Excluded Assets described in Section 2.2(c), (h) and (i).

2.2 Excluded Assets.

Notwithstanding anything in Section 2.1 to the contrary, nothing herein shall be deemed to sell, transfer, assign or convey (or require Seller to do any of the foregoing as to) the following assets to Buyer, and Seller shall retain all of its respective rights, title and interests in, to and under, and Buyer shall have no rights with respect to, any of the following (collectively, the "Excluded Assets"):

(a) all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit and other bank deposits other than Unclaimed Property;

(b) all bank accounts of Seller set forth on Section 2.2(b) of the Seller's Disclosure Schedule (collectively, the "Excluded Bank Accounts");

(c) subject to Section 8.8, all insurance policies that are not Assigned Agreements or rights to proceeds thereof, including any tail insurance policies that are not Assigned Agreements that provide coverage to Seller or its respective Affiliates or Representatives after the Closing, or which relate to or cover Liabilities that are not among the Assumed Liabilities (as defined below);

(d) all rights, Claims or causes of action of Seller or others entitled to bring such Claims against third parties arising out of events occurring prior to the Closing Date, and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to Seller and all rights, Claims and causes of action of Seller or others entitled to bring such Claims against former officers, directors, employees, members, principals, agents, and Representatives of Seller, but excluding (i)

Avoidance Actions other than Avoidance Actions against non-insiders under Bankruptcy Code Section 547(b), and (ii) such rights, Claims and causes of action arising out of the Acquired Assets or Assigned Agreements;

(e) all Tax refunds and rebates, credits and similar items relating to or arising out of the operation of the Business and to any period, or portion of any period, on or prior to the Closing Date, but excluding refunds and rebates, credits and similar items relating to or arising out of the Acquired Assets and Assumed Liabilities;

(f) the Purchase Price delivered (or required to be delivered) to Seller pursuant to this Agreement, subject to the adjustments set forth in Section 3.3 hereof;

(g) any shares of capital stock or other equity interests of Seller or any of the Seller's Subsidiaries or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interests of Seller or any of the Seller's Subsidiaries;

(h) all minute books, stock ledgers, corporate seals and stock certificates of Seller or any of the Seller's Subsidiaries, *provided, however*, that Seller shall provide copies to Buyer of any such documents that are reasonably necessary for Buyer to operate the Business;

(i) any Contract that is not an Assigned Agreement, and all rights under any such Contract that is not an Assigned Agreement, *provided, however,* that at any time that is at least one (1) Business Day prior to the Closing, Buyer, in its discretion, by written notice to Seller, may include or exclude as an Assigned Agreement any Contract or Contracts, and, in such circumstances, any included Contract or Contracts shall not constitute Excluded Assets (and shall constitute Acquired Assets), and Buyer shall acquire rights and assume any Liabilities with respect thereto pursuant to Section 2.3 and Section 2.5 hereof, *provided further*, that if Seller has moved for the assumption of any such excluded Contracts at the request of the Buyer and an order relating to the assumption has been granted by the Bankruptcy Court, Buyer shall have the obligations under Section 2.3 and Section 2.5 hereof as if such Contracts were Assigned Agreements and be liable for all Cure Costs that may be due. Upon Buyer's reasonable request, Seller shall provide additional information as to the Liabilities under the Contracts sufficient for Buyer to make an informed assessment whether to accept an assignment and assumption of such Contracts;

(j) any rights, Claims or causes of action of Seller under this Agreement or any other Transaction Document;

(k) any property or asset of any kind (whether tangible, intangible or otherwise) held or used by Seller pursuant to any Contract which is not among the Assigned Agreements transferred to Buyer and which property or asset would not otherwise qualify as an Acquired Asset;

(l) all Inventory of Seller which is not located at any retail location and which was purchased by Seller more than twelve (12) months prior to the Closing Date (i.e., all Inventory other than Purchased Inventory);

(m) all personnel records of Seller's employees, provided that Seller shall provide copies to Buyer of any such documents that are reasonably necessary for Buyer to operate the Business;

(n) all rights in connection with cash assets of Benefit Plans, provided that, Seller shall provide copies to Buyer of any such documents that are reasonably necessary for Buyer to operate the Business; and

(o) any asset identified by Buyer and listed on Schedule 2.2(o).

2.3 Assumed Liabilities.

Upon the terms and subject to the conditions of this Agreement, at Closing, Buyer shall execute and deliver to Seller the Assumption Agreement attached hereto as **Exhibit E** (the "Assumption Agreement") pursuant to which Buyer shall assume and agree to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), the following Liabilities (collectively the "Assumed Liabilities") and no others:

(a) Acquired Assets. All Liabilities arising on or after the Closing Date with respect to the Acquired Assets.

(b) Assigned Agreements. All Liabilities of Seller under the Assigned Agreements on or after the Closing Date (collectively, the "Assumed Contract Liability").

(c) Other Liabilities. Cure Costs, if any.

(d) Transferred Employees. All Transferred Employee Liability.

2.4 Excluded Liabilities.

Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of Seller or its Affiliates, and Seller shall be responsible for the payment, satisfaction or discharge in any manner of all Liabilities of Seller, other than the Assumed Liabilities (collectively the "Excluded Liabilities").

2.5 Assignments; Cure Costs; Warehouse Lease – Post Closing Access Period.

(a) Seller shall assign to Buyer, and Buyer shall assume all Assigned Agreements as of the Closing Date pursuant to Section 365 of the Bankruptcy Code and the Sale Order. In connection with such assumption and assignment, Buyer shall cure all monetary defaults under such Assigned Agreements to the extent required by Section 365(b) of the Bankruptcy Code (such amounts, the "Cure Costs").

(b) Seller and Buyer acknowledge and agree that if Buyer determines in its discretion that Buyer will not assume the Warehouse Lease, Buyer will nevertheless require access to the Warehouse Premises for a limited period of time beginning on the Closing Date and ending on the sooner of one hundred twenty (120) days after the Petition Date, or fifteen (15) days after written notice from Buyer to Seller (the "Post Closing Access Period") for the purpose of removing Purchased Inventory and other Acquired Assets, if any, located in the Warehouse Premises. Therefore, Seller agrees that Seller will not reject the Warehouse Lease until the end of the Post Closing Access Period, and that during the Post Closing Access Period and upon reasonable advance written notice to Seller, Seller shall provide Buyer and Buyer's agents unrestricted access to the Warehouse Premises during Normal Business Hours so that Buyermay remove Purchased Inventory and other Acquired Assets, and to conduct such other incidental activities related thereto as are necessary or appropriate. .In exchange for these rights, during the Post Closing Access Period Buyer shall be responsible for and promptly pay any and all of Seller's direct costs under the Warehouse Lease. For purposes of this Section, Seller's direct costs under the Warehouse Lease means rent, additional rent and all other amounts payable by Seller in its capacity as tenant under the Warehouse Lease in accordance with the terms of such Warehouse Lease.

2.6 Further Assurances.

At the Closing, and at all times thereafter as may be necessary, Seller shall for no additional consideration execute and deliver to Buyer such other instruments of transfer as shall be reasonably necessary or appropriate to vest in Buyer good and indefeasible title, to the extent transferable or assignable, to the Acquired Assets free and clear of all Claims, Liens and Encumbrances (other than Permitted Encumbrances) to the extent provided in the Sale Order and to comply with the purposes and intent of this Agreement and such other instruments as shall be reasonably necessary or appropriate to evidence the assignment by Seller and assumption by Buyer of the Assigned Agreements, and each of the parties hereto shall use its reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Law, and execute and deliver such documents and other papers, as may be required to consummate the Transactions. For the avoidance of doubt, nothing herein shall be deemed to obligate Buyer or Seller to execute any documents or papers which would require such party to make or incur any monetary obligation not imposed on such party pursuant to the other provisions of this Agreement or otherwise expand in any material respect such party's obligations beyond those imposed upon it/them pursuant to the other provisions hereof.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price.

The purchase price (the "Purchase Price") for the purchase, sale, assignment and conveyance of Seller's right, title and interest in, to and under the Acquired Assets shall be an amount equal to NINE MILLION and 00/100 DOLLARS ($9,000,000.00), increased or decreased, by an amount equal to the Working Capital Adjustment, if any.

3.2 Deposit.

Within two (2) Business Days' after execution and delivery of the Escrow Agreement by the later of Escrow Agent, Buyer, and Seller, Buyer shall pay the Deposit to Escrow Agent. Subject to the terms and conditions of a written escrow agreement in the form attached hereto as **Exhibit J** and made a part hereof (the "Escrow Agreement"), Escrow Agent shall hold the Deposit in a segregated, interest bearing account with interest to accrue thereon for the benefit of Buyer, or for the benefit of Seller in the event of the termination of this Agreement by Seller pursuant to Section 11.1(c)(i). Seller will be entitled to retain the Deposit and interest accrued thereon upon Closing or in the event of the termination of this Agreement by Seller pursuant to Section 11.1(c)(i). Subject to the preceding sentence, Buyer shall be entitled to a return of the Deposit and interest accrued thereon to the extent provided in Section 11.2(c). The fee for services of the Escrow Agent (the "Escrow Fee") shall be advanced by Buyer and Buyer shall be entitled to credit the Escrow Fee against the payment of the Purchase Price in the event of a Closing.

3.3 Working Capital Adjustment.

(a) Beginning not less than twenty-one (21) days prior to the Closing Date, and daily thereafter until the Closing Date, Seller shall provide Buyer with:

(i) a schedule listing (1) Inventory as set forth in the balance sheet of Seller in total, with date of purchase, and as classified as discontinued, end of life, end of season and like categories historically reported in the books and records of Seller, (2) Inventory located at each retail location, by location, including date of purchase, (3) Damaged Inventory, all valued at the lower of cost or market as set forth in the books and records of Seller maintained in accordance with GAAP, and

(ii) a schedule of prepaid expenses of Seller.

(A) For purposes of this Agreement, the term "lower of cost or market" shall mean the lower of (1) the historical cost of such Inventory (2) the fair market value of such Inventory as determined by the historical sale price of such Inventory on the books and records of Seller during the twelve (12) months ending on the Inventory Valuation Date. Seller shall provide Buyer with such supporting information as Buyer may reasonably require to substantiate Seller's amounts, and such amount shall be subject to review and verification by Buyer and the Independent Accountants during the due diligence process. Seller and Buyer shall work in good faith to resolve such disputes in the determination of such amounts.

(B) Seller and Buyer acknowledge that Seller has difficulty in providing supporting information to Buyer to substantiate Inventory amounts. Seller covenants and agrees to use Seller's best efforts to provide all information reasonably necessary for Buyer and the Independent Accountants to verify Inventory, and to verify all information necessary to determine the component amounts necessary to determine the Working Capital Adjustment.

(b) Not less than three (3) Business Days prior to the Closing Date, based on the information provided by Seller under Section 3.3(a) and verified by Buyer and the Independent Accountants, Buyer shall prepare and send Seller a schedule showing estimated Working Capital Adjustment, including the estimated Closing Date Inventory, the amount of Purchased Inventory which was sold after the Inventory Valuation Date and prior to the Closing Date, and the estimated Closing Date Prepaid Expenses. Unless Seller objects to such estimates by notifying Buyer within two (2) Business Days of receipt of Buyer's estimate, such amounts shall be deemed to be final and the parties shall proceed to Closing.

(c) If Seller timely disputes such estimate of the Working Capital Adjustment, Seller and Buyer shall negotiate in good faith to resolve such dispute and then proceed to Closing after such dispute is resolved. If Seller and Buyer are unable to resolve the dispute within three (3) Business Days following the commencement of such negotiations, either party may submit the matter to the Bankruptcy Court by filing a motion requesting the Bankruptcy Court to determine the appropriate Working Capital Adjustment.

(d) In connection with such proceedings, each of Buyer and Seller shall submit to the Bankruptcy Court its proposed Working Capital Adjustment together with such supporting documentation and information as it deems appropriate. The Bankruptcy Court shall then determine which of the two proposed Working Capital Adjustments most accurately reflects the correct amount in accordance with the terms of this Agreement, and the Court shall adopt that proposal in its entirety. The decision of the Bankruptcy Court shall be final, binding, and non-appealable, and subject to the provisions of Articles 9 and 10, the parties shall proceed to Close within three (3) Business Days thereafter, or such other time as the Bankruptcy Court may order.

3.4 Allocation of Purchase Price.

The Purchase Price shall be allocated among the Acquired Assets as set forth on the allocation schedule prepared by Buyer (the "Allocation Schedule"). Buyer and Seller will each file IRS Form 8594, and all Tax Returns, in accordance with the Allocation Schedule. Buyer, on the one hand, and Seller, on the other hand, each agrees to provide the other promptly with any other information required to complete Form 8594.

ARTICLE 4
CLOSING

4.1 Closing Date.

The consummation of the Transactions, including the sale of the Acquired Assets and the assumption of the Assumed Liabilities contemplated hereby (the "Closing") shall take place via the exchange of the Transaction Documents by a combination of e-mail or other electronic submission, overnight express or regular mail or such other means as the Parties may agree, on the second Business Day following the date on which the conditions set forth in Article 9 and Article 10 have been satisfied or waived (other than those conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction of such conditions (or the waiver thereof by the Party entitled to waive such conditions)), or such other date as the Parties mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date." The Closing shall be effective as of 12:01 a.m. on the date immediately following the Closing Date.

4.2 Payment of Purchase Price.

Subject to satisfaction or waiver (if permissible) of all the conditions set forth in Article 9 and Article 10, at the Closing, Buyer the Purchase Price, plus or minus the Working Capital Adjustment shall be paid as follows:

(a) First by credit of the Deposit, plus interest, if any, which amount shall be paid by Escrow Agent to Seller by wire transfer of immediately available funds to the account designated by Seller not less than one (1) Business day prior to the Closing Date by the Seller (the "Payment Account");

(b) Second, by credit for the amount of Cure Cost paid by Buyer;

(c) Third, by credit for the amount of the Escrow Fee; and

(d) Fourth, the Buyer shall pay the balance of the Purchase Price by wire transfer of immediately available funds to the Payment Account.

4.3 Buyer's Additional Deliveries.

At or prior to the Closing, Buyer shall deliver to Seller:

(a) a certificate of an authorized officer of Buyer, dated the Closing Date, in form and substance reasonably satisfactory to Seller, as to (i) a copy of the resolutions of the board of directors of Buyer authorizing and approving Buyer's execution and delivery of this Agreement and the other Transaction Documents to which it is a party and the performance by Buyer of its obligations hereunder and thereunder; and (ii) incumbency and signatures of the directors or officers of Buyer executing the Transaction Documents;

(b) the Assumption Agreement and each other Transaction Document to which Buyer is a party, duly executed by Buyer;

(c) the certificates required to be delivered pursuant to Sections 10.1 and 10.2; and

(d) such other assignments, endorsements and other good and sufficient instruments of conveyance, assumption and transfer, in form reasonably satisfactory to Seller, as Seller may reasonably request in order to consummate the Transactions.

4.4 Seller's Deliveries.

At or prior to the Closing, Seller shall deliver to Buyer:

(a) a certificate of an authorized officer of each Seller, dated the Closing Date, in form and substance reasonably satisfactory to Buyer, as to (i) a copy of the resolutions of the board of directors or managers of such Seller authorizing and approving such Seller's execution and delivery of this Agreement and the other Transaction Documents to which it is a party and the performance by such Seller of its obligations hereunder and thereunder; and (ii) incumbency and signatures of the officer of such Seller executing the Transaction Documents;

(b) the Bill of Sale and Assignment, the Assumption Agreement, Deeds and each other Transaction Document to which Seller is a party, duly executed by Seller;

(c) instruments of assignment of the Patents (the "Assignment of Patents"), Trademarks (the "Assignment of Trademarks"), Copyrights (the "Assignment of Copyrights") and Domain Names (the "Assignment of Domain Names") that are owned by Seller, transferable and assignable by Seller, and included in the Acquired Assets, if any, duly executed by Seller, in form for recordation with the appropriate Governmental Authorities, substantially in the form of **Exhibits F, G, H, and I**, respectively, and any other assignments or instruments with respect to any Intellectual Property included in the Acquired Assets for which an assignment or instrument is required to assign, transfer and convey any and all interest of Seller in such assets to Buyer, to the extent the same are transferable and assignable;

(d) a certified copy of the Final Order;

(e) the certificates required to be delivered pursuant to Sections 9.1 and 9.2;

(f) a certificate executed by each Seller, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that such Seller is not a foreign person within the meaning of Section 1445(f)(3) of the IRC; and

(g) such other bills of sale, assignments, Deeds, endorsements, and other good and sufficient instruments of conveyance, assumption and transfer, in form reasonably satisfactory to Buyer, as Buyer may reasonably request in order to consummate the Transactions.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the corresponding sections or subsections of the Seller's Disclosure Schedule or in any update thereto pursuant to Section 7.5 (whether or not the representations and warranties in Article 5 expressly refer to such schedule), each Seller, jointly and severally, hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date (except for representations and warranties that are made as of a specific date, which are made only as of such date) as follows:

5.1 Organization and Good Standing.

Each Seller has the full power and authority to own its property and carry on the nature of the Business. Each Seller is a duly organized, validly existing and, except as a result of the commencement or continuance of the Bankruptcy Case, in good standing corporation, or limited liability company, as the case may be, under the laws of its respective state of organization. Each Seller is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of its Business or the nature of its properties makes such qualification or licensing necessary, except where the failure to so qualify or be licensed or in good standing would not have a Seller Material Adverse Effect.

5.2 Authority; Validity; Consents.

Each Seller has, subject to requisite Bankruptcy Court approval, the requisite corporate power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate the Transactions. Subject to requisite Bankruptcy Court approval, the execution, delivery and performance by each Seller of this Agreement and the other Transaction Documents to which it is a party and the consummation of the Transactions have been duly and validly authorized by all requisite corporate or limited liability company actions in respect thereof. Subject to requisite Bankruptcy Court approval, this Agreement and the other Transaction Documents to which each Seller is a party constitute the legal, valid and binding obligations of each Seller enforceable against it in accordance with their respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Subject to requisite Bankruptcy Court approval, except as set forth in Section 5.2 of the Seller's Disclosure Schedule, Seller is not required to give any notice to, make any filing with or obtain any consent, approval or authorization from any Person (including any Governmental Authority) in connection with the execution and delivery of this Agreement and the other Transaction Documents or the consummation or performance of the Transactions.

5.3 No Conflict.

When the consents and other actions described in Section 5.2 of the Seller's Disclosure Schedule have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transactions will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of Seller under (a) any agreement, indenture, or other instrument to which any Seller is bound, (b) the articles of incorporation, bylaws or operating agreement, as the case may be, of each Seller, (c) any Order, or (d) any Permit or Legal Requirement; in the case of the preceding clauses (a), (c) and (d), except for such breaches, defaults, conflicts or accelerations that would not have a Seller Material Adverse Effect.

5.4 Brokers or Finders.

Except for the agreement, if any, between Seller and Broker, neither Seller, nor any Person acting on its behalf has paid or become obligated to pay any fee, commission or similar payment to any broker, finder, investment banker, agent or intermediary in connection with this Agreement, the other Transaction Documents or the Transactions for which Seller is or will become liable or which may encumber any of Seller's assets or property, and Seller shall indemnify and hold harmless Buyer from any Claims with respect to any such fees, commissions or similar payments

5.5 Ownership of Acquired Assets.

Seller owns all of the Acquired Assets. At the Closing, Seller shall, by operation of Bankruptcy Code, deliver to Buyer good and marketable title to the Acquired Assets, free and clear of all Claims, Encumbrances (other than Permitted Encumbrances) and Liabilities. Seller shall retain the risk of loss with respect to the Acquired Assets until the Closing Date.

5.6 WARN Act.

Seller has complied with all applicable provisions of the WARN Act, including, but not limited to, timely sending all notices required under the WARN Act.

5.5 Other. [RESERVED PENDING DUE DILIGENCE]

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Closing Date (except for representations and warranties that are made as of a specific date, which are made only as of such date) as follows:

6.1 Organization and Good Standing.

Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the full power and authority to own its property, carry on its business as now being conducted and as proposed to be conducted following the Closing, purchase the Acquired Assets and to carry out the Transactions.

6.2 Authority; Validity.

Buyer has the requisite power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate the Transactions. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which Buyer is party and the consummation of the Transactions have been duly and validly authorized by all necessary corporate actions in respect thereof. This Agreement and the other Transaction Documents to which Buyer is a party constitute the legal, valid and binding obligation of Buyer, enforceable against it in accordance with their respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity.

6.3 No Conflict.

The execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transactions will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of Buyer under (a) any agreement, indenture, or other instrument to which it is bound, (b) the limited liability company agreement of Buyer, (c) any Order, or (d) any Permit or Legal Requirement; in the case of the preceding clauses (a), (c) and (d), except for such breaches, defaults, conflicts or accelerations that do not, and are not reasonably likely to, individually or in the aggregate, materially and adversely affect the ability of Buyer to carry out its obligations under this Agreement and the other Transaction Documents to which it is a party, and to consummate the Transactions.

6.4 Brokers or Finders.

Neither Buyer nor any Person acting on its behalf has paid or become obligated to pay any fee, commission or similar payment to any broker, finder, investment banker, agent or intermediary in connection with this Agreement, the other Transaction Documents or the Transactions for which Buyer is or will become liable or which may encumber any of Buyer's assets or property, and Buyer shall indemnify and hold harmless Seller from any Claims with respect to any such fees, commissions or similar payments.

6.5 Acquired Assets "AS IS"; Buyer's Acknowledgment Regarding Same.

Buyer agrees, warrants, and represents that, except as set forth in this Agreement, (a) Buyer is purchasing the Acquired Assets on an "AS IS" and "WITH ALL FAULTS" basis based solely on Buyer's own investigation of the Acquired Assets and (b) none of the Seller nor any broker, agent, officer, employee, servant, attorney, or Representative of Seller has made any warranties, representations or guarantees, express, implied or statutory, written or oral, respecting the Acquired Assets or the Assumed Liabilities, any part of the Acquired Assets or the Assumed Liabilities, relating to the financial performance of the Acquired Assets or the Business, or the physical condition of the Acquired Assets. Buyer further acknowledges that the consideration for the Acquired Assets specified in this Agreement has been agreed upon by Seller and Buyer after good-faith arms-length negotiation in light of Buyer's agreement to purchase the Acquired Assets "AS IS" and "WITH ALL FAULTS." Buyer confirms that Seller has made available to Buyer the opportunity to ask questions of the officers and management of Seller and to acquire additional information about the Business, the Acquired Assets and the Assumed Liabilities. Buyer agrees, warrants, and represents that, except as set forth in this Agreement, Buyer has relied, and shall rely, solely upon Buyer's own investigation of all such matters, and that Buyer assumes all risks with respect thereto. EXCEPT AS SET FORTH IN THIS AGREEMENT, SELLER DOES NOT MAKE ANY EXPRESS WARRANTY, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO THE ACQUIRED ASSETS INCLUDING ANY REAL OR PERSONAL PROPERTY OR ANY FIXTURES OR THE ACQUIRED ASSETS, THE ASSUMED LIABILITIES OR THE BUSINESS.

6.6 Availability of Funds.

There are no conditions precedent or other contingencies related to the funding of the full amount of the Purchase Price, other than there not having occurred a Buyer Material Adverse Effect or a Seller Material Adverse Effect. Buyer will have at and after the Closing, funds sufficient to pay the Purchase Price and any other amounts required to be paid in connection with the consummation of the Transactions, and to pay all related fees and expenses.

6.7 No Other Representations or Warranties of Seller.

Except for the representations and warranties contained in Article 5, Buyer acknowledges that Seller, nor any other Person on behalf of Seller, makes any other express or implied representation or warranty with respect to Seller or the Business (including representations and warranties as to the condition of the Acquired Assets). Except as set forth in Section 12.16 hereof, Seller, nor any other Person, will have or be subject to any liability or indemnification obligation to Buyer or any other Person resulting from the distribution to Buyer, or use by Buyer of, any such information, including any information, documents, projections, forecasts or other material made available to Buyer in certain "data rooms," confidential information memoranda or management presentations in expectation of the Transactions.

ARTICLE 7
ACTION PRIOR TO THE CLOSING DATE

7.1 Investigation of the Business By Buyer.

(a) From and after the Effective Date until the Closing, upon reasonable advance written notice, and subject to the confidentiality obligations to which Seller may be bound, upon reasonable notice, Seller shall afford Buyer's authorized Representatives reasonable access during Normal Business Hours to the offices, properties, key employees, outside accountants, agreements and other documentation and financial records (including computer files, retrieval programs and similar documentation) with respect to the Business, the Acquired Assets and the Assumed Liabilities to the extent Buyer reasonably deems necessary, and shall permit Buyer and its authorized Representatives to make copies of such materials at Buyer's sole expense. From and after the Effective Date until the Closing, and subject to the confidentiality obligations to which Seller may be bound, Seller shall furnish to Buyer or its authorized Representatives such additional information concerning the Acquired Assets, the Business and the Assumed Liabilities as shall be reasonably requested by Buyer or its authorized Representatives by reasonable advance notice, including all such information as shall be reasonably necessary to enable Buyer or its authorized Representatives to (i) verify the accuracy of Seller's representations and warranties contained in this Agreement, (ii) verify that Seller has complied with the covenants contained in this Agreement, (iii) determine whether the conditions set forth in Article 9 have been satisfied, and (iv) determine the Working Capital Adjustment. From and after the Effective Date until the Closing, Seller shall use its commercially reasonable efforts to cause its outside accountants and outside counsel to cooperate with Buyer in such investigation. It is acknowledged and understood that no investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or other agreement given or made by Seller in this Agreement. Notwithstanding anything to the contrary herein, no such investigation or examination shall be permitted, and no such documents or information shall be required to be provided or made available, to the extent that it would require Seller to disclose documents or information subject to attorney-client privilege. For the avoidance of doubt, nothing in this Section 7.1 is intended to create a due diligence contingency in favor of Buyer.

(b) From and after the Effective Date until the Closing, as reasonably requested by Buyer from time to time, Seller shall use commercially reasonable efforts to cooperate with Buyer in connection with arranging such meetings or telephone conferences with material suppliers and customers of the Business as may be necessary and appropriate for Buyer to conduct a comprehensive review of Seller's relations with its customers and suppliers.

(c) Buyer reserves the right to add to subtract from, supplement and amend Schedule 1.1 (Assigned Agreements) from the Effective Date until two (2) Business Days after the Sale Order becomes a Final Order.

7.2 Operations Prior to the Closing Date.

Between the Effective Date and the Closing, Seller shall maintain the Acquired Assets and operate and carry on the Business only in the ordinary course consistent with past practice since the commencement of the Bankruptcy Case and taking into account Seller's status as a debtor in possession, except as otherwise expressly provided in this Agreement or in any orders of the Bankruptcy Court. Between the Effective Date and the Closing, consistent with and subject to the foregoing and to the extent permitted or required by the Bankruptcy Case, Seller shall continue operating the Business as a going concern, and maintain the business organization of the Business intact and preserve the goodwill of the manufacturers, suppliers, contractors, licensors, employees, customers, distributors and others having business relations with the Business. In connection therewith, between the Effective Date and the Closing, Seller shall not, other than in the ordinary course of business, (i) offer employment for any period on or after the Closing Date to any employee or agent of the Business regarding whom Buyer makes offers of employment in accordance with the terms set forth herein or (ii) otherwise attempt to persuade any such employee or agent to terminate his or her relationship with the Business.

7.3 Third Party Consents.

Subject to Section 2.5, from and after the Effective Date until the Closing, Seller, on the one hand, and Buyer, on the other hand, will cooperate with the other to secure, before the Closing Date, all Third Party Consents to the extent such consents are not provided for, or the need for which are obviated or satisfied, by the Sale Order, *provided* that, subject to Section 2.5, neither Seller nor Buyer shall have any obligation to offer or pay any consideration in order to obtain any such consents, approvals or waivers (in the case of Seller, unless Buyer requests that Seller makes such a payment or provides such other consideration and Buyer agrees to pay Seller or provide such other consideration in advance for such payment and any associated costs); *provided*, *however*, that neither Buyer nor Seller shall be required to waive any of the conditions to Closing set forth in Article 9 or Article 10, respectively.

7.4 Governmental Approvals.

(a) From and after the Effective Date until the Closing Date, Seller and Buyer shall act diligently, and shall cooperate with each other, to do or cause to be done, all things necessary, proper or advisable consistent with applicable Legal Requirements to cause the conditions precedent to the Closing to be satisfied and to cause the Closing to occur, including to secure any consents and approvals of any Governmental Authority required to be obtained by them under non-United States antitrust or competition laws, in order to assign or transfer any Permits to Buyer, to permit the consummation of the Transactions, or to otherwise satisfy the conditions set forth in Article 9 and in Article 10, in each case as necessary to the extent such consents are not provided for or satisfied by the Sale Order; *provided, however*, that neither Seller, on the one hand, nor Buyer, on the other hand, shall make any agreement or understanding affecting the Acquired Assets or the Business (excluding the Excluded Assets or Excluded Liabilities) as a condition for obtaining any such consents or approvals except with the prior written consent of the other (which consent shall not be unreasonably withheld or delayed. Seller, on the one hand, and Buyer, on the other hand, shall act diligently and reasonably to cooperate with the other, to the extent commercially reasonable, to obtain the consents and approvals contemplated by this Section 7.4(a); *provided, however*, neither Seller nor Buyer shall be required to waive any of the conditions to Closing set forth in Article 10 or Article 9, respectively.

(b) Seller and Buyer (i) shall promptly inform each other in writing of any communication from any Governmental Authority concerning this Agreement, the Transactions, and any filing, notification or request for approval and (ii) shall permit the other Party to review in advance any proposed written communication or information submitted to any such Governmental Authority in response thereto. In addition, none of Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the Transactions hereby, unless such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority, gives the other Parties the opportunity to attend and participate thereat, in each case to the maximum extent practicable. Subject to any restrictions under applicable laws, rules or regulations, each Party shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the Transactions (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this Agreement, the Transactions and any such filing, notification or request for approval. Seller and Buyer shall prosecute all required requests for approval with all necessary diligence and otherwise use their respective best efforts to obtain the grant thereof by an Order as soon as possible. Notwithstanding the forgoing and without waiving it, this paragraph does not apply to the Sellers' communication with any Governmental Authority with respect to the Bankruptcy Case, such as the Bankruptcy Court and the Office of the United States Trustee.

7.5 Notice of Developments.

From and after the Effective Date until the Closing, Seller shall promptly notify Buyer, upon Seller obtaining Seller's Knowledge, of (a) any change or development which would cause any of the representations and warranties in Article 5 above not to be true and correct in all material respects, or (b) any material failure of Seller to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement.

7.6 Bankruptcy Court Approval.

(a) Seller and Buyer acknowledge that this Agreement and the sale of the Acquired Assets and the assumption and assignment of the Assigned Agreements are subject to Bankruptcy Court approval and the entry of the Sale Order that becomes a Final Order. Seller and Buyer acknowledge that to obtain approval of this Agreement and the Sale Order, Seller must demonstrate that it has taken reasonable steps to obtain the highest and best price possible for the Acquired Assets, including (i) giving notice of the Transactions to creditors and other interested parties, (ii) subjecting the Transactions to a process whereby interested parties may submit alternative offers to the Seller for the Acquired Assets (or portions thereof) that must constitute higher and/or better offers to be qualified to be a competing bidder in compliance with a Bidding Procedures Order to be entered by the Bankruptcy Court in a form reasonably acceptable to Buyer, and (iii) complying with any and all applicable provisions of the Bankruptcy Code and orders of the Bankruptcy Court relating to the sale of the Acquired Assets.

(b) In the event an appeal is taken or a stay pending appeal is requested, from either the Bidding Procedures Order or the Sale Order, Seller shall immediately notify Buyer of such appeal or stay request and shall provide to Buyer promptly a copy of the related notice of appeal or order of stay. Seller shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from either of such orders. From and after the Effective Date until the Closing, so long as Buyer is not in breach of this Agreement and has not terminated this Agreement, Seller shall take all reasonable steps and actions to defend the Bidding Procedures Order or the Sale Order, as the case may be, and to have the same sustained so that both the Bidding Procedures Order or the Sale Order each become a Final Order.

(c) From and after the Effective Date until the Closing, so long as Buyer is not in breach of this Agreement, Seller shall not take any action that results in, or fail to take any action that results in the reversal, voiding, modification or staying of the Bidding Procedures Order or the Sale Order.

(d) Buyer acknowledges that it may be required to provide adequate assurance of future performance of the Assigned Agreements and Leases to the extent required by Section 365(b) of the Bankruptcy Code and, notwithstanding anything to the contrary herein, that Seller shall not be obligated to assume and assign any Assigned Agreement or Lease with respect to which Buyer fails to satisfy the Bankruptcy Court as to adequate assurance of future performance (collectively, if any, the "Non-Assured Contracts").

(e) In connection with the sale of the Acquired Assets, the Seller shall run a marketing and sale process as shall be directed by the Bankruptcy Court following a preliminary hearing on the Sale Motion (the "Bidding Procedures Hearing") and by the Bidding Procedures Order. No later than July 15, 2025 the Seller shall obtain the entry of a Bidding Procedures Order shall be in the form attached hereto as **Exhibit A** or otherwise in form and substance reasonably satisfactory to the Seller, and the Buyer, and in any event it shall: (i) schedule an auction to be held at an address designated by Seller, which auction shall be held no later than July 23, 2025, or at such other date and time as the Seller, and the Buyer may otherwise agree (the "Auction"); (ii) schedule the sale hearing no later than August 5, 2025; (iii) require, as a precondition to participation in the Auction, the submission of a competing bid for all of the Acquired Assets no later than 5:00 p.m. Eastern Standard Time at least three (3) Business Days prior to the Auction (a "Qualifying Bid"); (iv) require any Qualifying Bid to be accompanied by (w) an earnest money deposit by wire transfer, certified or cashier's check, in the amount of the Deposit, to be held by Seller's counsel in a non-interest bearing escrow or trust account, (x) an executed confidentiality agreement, (y) an executed asset purchase agreement substantially in the form of this Agreement, along with a red-line marked against this Agreement, and (z) written evidence of the party's ability to consummate the transaction and payment of the purchase price in cash at the Closing; (v) be a firm offer and not contain any contingencies to the validity, effectiveness or binding nature of the offer, including, without limitation, contingencies for financings, due diligence or inspection; notwithstanding the foregoing in this subparagraph (v), a bid may contain any contingencies contained herein; (vi) require that any Qualifying Bid must include a cash deposit equal or greater than the Deposit and be higher and better than the offer of the Buyer hereunder with a Purchase Price that is at least $250,000 greater than the sum of (A) the Purchase Price stated in this Agreement plus (B) the Break-Up Fee; (vii) require that any subsequent bid at the Auction be at least $100,000 greater than the preceding bid (it being understood that if a higher Qualifying Bid described in clause (vi) above is made, Buyer shall have the right to apply the Break-Up Fee as a credit against the Purchase Price specified in any subsequent higher Qualifying Bid made by the Buyer); (viii) provide that the Buyer shall be entitled to a break-up fee in the amount of $360,000.00 (the "Break-Up Fee") payable to Buyer within three (3) Business Days after the entry of a Sale Order to another purchaser to reimburse Buyer, which Break-Up Fee is intended to, among other things, reimburse Buyer for its expenses incurred in performing its due diligence related to the purchase of the Acquired Assets, the negotiation and preparation of this Agreement, the agreement to serve as the "Stalking Horse Bidder", and the agreement to keep Buyer's bid open for a limited period of time to act as a backup bidder in the event that the Bankruptcy Court fails to approve a sale to the Buyer as provided herein and instead approves a sale of the Acquired Assets to a Person that has submitted a Qualifying Bid or subsequent higher bid at the Auction and such sale fails to close; (ix) provide that the Break-Up Fee shall be entitled to administrative priority under Section 503(b) of the Bankruptcy Code; (x) sets a bar date for cure amounts for any Contracts or Leases to be assumed hereunder, which bar date shall be no later than the Closing Date; and (xi) reserve the Buyer's right to object to any bid being deemed a Qualifying Bid.

(f) In exchange for the foregoing protections, Buyer agrees that if the Bankruptcy Court enters an order authorizing the sale of the Acquired Assets to a person or entity other than Buyer, and such other person or entity fails or otherwise refuses to purchase the Acquired Assets by the Closing Date of such higher and better offer, Buyer will purchase the Acquired Assets in accordance with the terms of this Agreement within fourteen (14) days following written certification thereof from Seller to Buyer, but in no case shall Buyer be required to purchase the Acquired Assets after the Drop Dead Date.

7.7 Bankruptcy Filings.

From and after the Effective Date until the Closing Date, Seller shall deliver to Buyer copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers that are filed in the Bankruptcy Cases at the time of their filing, but with respect to any such papers that Seller may file that relates, in whole or in part, to this Agreement, or Buyer, its constituent members or its or their agents or Representatives, Seller shall use its reasonable efforts to provide such prior notice as may be reasonable under the circumstances before the filing of such papers.

7.8 Non-Solicitation and No Shop Period.

Seller agrees that during the Standstill Period, Seller will not, and will cause its affiliates and their respective agents and Representatives not to, directly or indirectly, (i) solicit, initiate, entertain, respond to or encourage inquiries or proposals, accept any offers or proposals to, or enter into an agreement or negotiate with any other person or entity other than Buyer or to otherwise respond to inquiries regarding the Acquired Assets for the purpose of such person or entity becoming a "stalking horse bidder" for the Acquired Assets in lieu of Buyer, or (ii) recommend any Person other than Buyer as a “stalking horse bidder.” Notwithstanding anything to the contrary in this Agreement, the terms of this Agreement may be publicly disclosed to seek its approval pursuant to Section 7.6, and Seller and its respective agents and Representatives shall be free to provide due diligence information and to solicit, entertain and encourage inquiries and negotiations with other persons and entities interested in becoming Qualified Bidders at the Auction.

ARTICLE 8
ADDITIONAL AGREEMENTS

8.1 Taxes.

(a) Except as specifically set forth herein (including Section 8.1(b)), Seller shall be liable for and shall pay, and pursuant to Section 8.1(c) shall reimburse Buyer for, all Taxes (whether assessed or unassessed) applicable to the Business and the Acquired Assets, in each case attributable to periods (or portions thereof) ending on or prior to the Closing Date. Without limiting the obligations of Buyer contained elsewhere in this Agreement (including Section 8.1(b)), Buyer shall be liable for and shall pay, and pursuant to Section 8.1(c) shall reimburse the Seller for, all Taxes (whether assessed or unassessed) applicable to the Business, the Acquired Assets and the Assumed Liabilities, in each case attributable to periods (or portions thereof) beginning after the Closing Date. For purposes of this paragraph (a), any period beginning before and ending after the Closing Date shall be treated as two partial periods, one ending on the Closing Date and the other beginning on the day after the Closing Date except that Taxes (such as property Taxes) imposed on a periodic basis shall be allocated on a daily basis.

(b) Without limiting the other terms set forth in this Agreement, any sales Tax, use Tax, real property transfer or gains Tax, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Acquired Assets and not exempted under the Sale Order or by Section 1146(c) of the Bankruptcy Code (“Transfer Taxes”) shall be borne by Seller. Seller and Buyer shall use reasonable efforts and cooperate in good faith to exempt the sale and transfer of the Purchased Assets from any such Transfer Taxes. Buyer shall prepare and file all necessary Tax Returns or other documents with respect to all such Transfer Taxes; *provided, however*, that in the event any such Tax Return requires execution by Seller, Buyer shall prepare and deliver to Seller a copy of such Tax Return at least ten (10) days before the due date thereof, and Seller shall promptly execute such Tax Return and deliver it to Buyer, which shall cause it to be filed.

(c) Seller or Buyer, as the case may be, shall promptly provide reimbursement for any Tax paid by one Party all or a portion of which is the responsibility of the other Party in accordance with the terms of this Section 8.1. Within a reasonable time prior to the payment of any such Tax, the Party paying such Tax shall give notice to the other of the Tax payable and each Party's respective liability therefor, although failure to do so will not relieve the other Party from its liability hereunder.

8.2 Collection of Receivables.

If, after the Closing Date, Seller shall receive payment from any account debtor with respect to any Assigned Agreement, Seller shall promptly thereafter deliver such funds and assets to Buyer and take all steps necessary to vest title to such funds and/or assets in Buyer. Seller shall provide Buyer with a written report on the status of such collections, if any, within ten (10) days after Buyer's written request, which request may not be sent more frequently than one time every ninety (90) days.

8.3 Withdrawal of Gardener's Supply DBA.

Within ten (10) days after the Closing Date, Seller shall take such corporate and other actions necessary to withdraw, cancel or otherwise terminate all "doing business as" filings under the name Gardener's Supply and any variation thereof from all jurisdictions, and shall promptly thereafter provide Buyer with written evidence of such name change.

8.4 Employee Matters.

(a) Transferred Employees. Subject to applicable Law, nothing herein shall be construed to restrict Buyer's ability after the Closing to terminate or modify the employment of any Transferred Employee. This Section 8.4 is not intended to, and shall not be construed to, confer upon any Person other than the parties to this Agreement any rights or remedies Prior to the Closing. Buyer shall offer employment to a significant number of Sellers' employees who remain employed by Sellers immediately prior to the Closing (the "Business Employees"), and all such offers of employment shall be on substantially similar terms and at substantially the same annual rate of pay at which such employees were employed as of the Effective Date (*provided, however*, that all offers of employment will be for employment "at-will" and not for a specific term). Each Business Employee who accept Buyer's offer of employment and commence working for Buyer on the Closing Date shall hereafter be referred to as "Transferred Employees." So long as offers of employment have been mailed or delivered to all Eligible Employees by Buyer prior to Closing, then Buyer shall be deemed to have satisfied its obligation to offer employment to the Eligible Employees prior to Closing.

(b) Obligations of Seller. Except as set forth on Schedule 8.4(b), Seller, as it relates to employees of Seller, shall be responsible for, where applicable and required: (i) payment of severance to employees of Seller eligible for the same; (ii) accrued and unpaid vacation for employees of Seller; (iii) COBRA liability under Section 4980(B) of the IRC with respect to any of the employees of Seller; (iv) all liabilities and obligations for any workers compensation Claims made for which the date of the relevant accident (alleged to have occurred) actually occurred before the Closing Date for employees of Seller; (v) all liabilities arising under the WARN Act regarding state or municipal plant closing law, if any, based on or arising from acts, events, or omissions related to the Transactions; (vi) all retirement or deferred compensation contributions related to employees of Seller through the date of termination; and (vii) all payroll taxes related to employees of Seller through the date of termination by Seller.

(c) Credit Under Buyer Plans. Buyer will cause any employee benefit plans of Buyer (or any Affiliate thereof sponsoring or maintaining such plans) which the Transferred Employees are entitled to participate in from and after the Closing Date (the "Buyer Plans") to take into account for purposes of eligibility and vesting thereunder, service by the Transferred Employees with Seller prior to the Closing as if such service were with Buyer, to the same extent such service was credited under a comparable employee benefit plan of Seller ("Benefit Plan") prior to the Closing (except to the extent it would result in the duplication of benefits). In addition, with respect to each Buyer Plan that is a "welfare benefit plan" (as defined in Section 3(1) of ERISA), Buyer shall, or shall cause an Affiliate of Buyer sponsoring or maintaining such Buyer Plan, to (i) cause there to be waived any pre-existing condition, exclusions, actively at work requirements, unsuitability requirements or other eligibility limitations and (ii) give effect, in determining any deductible, co-insurance and maximum out-of-pocket limitations, to Claims incurred and amounts paid by, and amounts reimbursed to, the Transferred Employees and their dependents under a comparable Benefit Plan of Seller prior to the Closing.

(d) Employment Tax Reporting. With respect to Transferred Employees, Buyer and Seller shall use the standard procedure set forth in IRS Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment tax reporting.

(e) No Obligation. Other than as expressly set forth in this Agreement, nothing contained in this Agreement shall be construed to require the employment of (or prevent the termination of employment of) any individual, require minimum benefit or compensation levels or prevent any change in the employee benefits provided to any individual Transferred Employee. No provision of this Agreement shall create any third-party beneficiary rights in any employee or former employee of Seller or any other Person (including any beneficiary or dependent thereof) of any nature or kind whatsoever, including, without limitation, in respect of continued employment (or resumed employment) for any specified period.

8.5 Post-Closing Cooperation and Access to Books and Records.

For a period ending on the earlier of (i) the closing of the Bankruptcy Case, or (ii) one (1) year after the Closing Date:

(a) Buyer shall not dispose of or destroy any of the business records and files of the Business held by Buyer or any of its Subsidiaries and relating to the period preceding the Closing Date. If Buyer wishes to dispose of or destroy such records and files after that time, Buyer shall first give thirty (30) days' prior written notice to Seller or any successor or designated bankruptcy estates representative, and Seller or any successor or designated bankruptcy estates representative shall have the right, at their option and expense, upon prior written notice to the notifying party within such 30-day period, to take possession of the records and files within fifteen (15) days after the date of such notice.

(b) Each Party (the "Requested Party") shall allow any other Party (including, for clarity, any trust established under a chapter 11 plan of Seller or any other successor of Seller) and any of their directors, officers, employees, counsel, Representatives, accountants and auditors, at such other Party's sole cost and expense, reasonable access during Normal Business Hours, and upon reasonable advance notice, to all employees (including the assistance of such employees as described below) and files of the Requested Party and any books and records and other materials included in the Acquired Assets relating to periods prior to the Closing Date in connection with (A) the wind-down of the operations of Seller, whether or not relating to or arising out of this Agreement or the Transactions, including the preparation of tax returns, amended tax returns or claim for refund (and any materials necessary for the preparation of any of the foregoing), financial statements for periods ending on or prior to the Closing Date, the management and handling of any audit, investigation, litigation or other proceeding in, whether such audit, investigation, litigation or other proceeding is a matter with respect to which indemnification may be sought hereunder), and complying with the rules and regulations of the IRS, the Securities and Exchange Commission or any other Governmental Authority or otherwise relating to Seller's other businesses or operations or such causes of action; (B) the prosecution, investigation or resolution of any pending or potential causes of action; (C) the resolution or reconciliation of Claims filed against Seller's bankruptcy estates; or (D) otherwise in connection with carrying out the functions of any such trusts or successors; *provided*, *however*, that Seller, on the one hand, and Buyer, on the other hand, will be required to sign a non-disclosure agreement, if reasonably requested by Buyer or Seller or any successor or designated bankruptcy estates representative, respectively, prior to Buyer or Seller or any successor or designated bankruptcy estates representative's provision of information to Seller or any successor or designated bankruptcy estates representative or Buyer, respectively, that constitutes a Trade Secret, or is otherwise confidential or proprietary in nature.

8.6 Tax Returns.

Buyer hereby covenants that it will reasonably cooperate and assist Seller in the preparation and filing of all necessary Tax Returns of Seller for the calendar year 2025 that are required to be filed following the Closing Date; *provided*, *however* that any costs and expenses with respect to the preparation and filing of any such Seller Tax Returns shall be borne by Seller; *provided*, *further*, *however*, that, except as expressly set forth in this Agreement, Buyer shall have no liability with respect to Taxes payable in connection with such Seller Tax Returns, and Buyer shall have no liability with respect to such Seller Tax Returns other than in connection with the willful or intentional misconduct of Buyer.

8.7 Insurance Contracts.

Notwithstanding anything to the contrary contained herein, with respect to Contracts for casualty insurance coverage that are not Assigned Agreements, including property, fire, flood and other similar coverages that may be in effect with respect to the Acquired Assets, on or prior to Closing, Buyer may choose to notify Seller that it wishes such coverages extended beyond Closing for a period of up to thirty (30) days, in which case Seller shall use good faith efforts to continue such coverages in place for such time period, if such continuance is permissible under the terms of such coverages, with Buyer responsible for all premium costs related thereto.

8.8 Good Faith Efforts to Close by Drop Dead Date; Disclosure.

Subject to the terms and conditions of this Agreement, Seller and Buyer agree that they will use their good faith efforts to close the Transactions, or a sale to a Person who submits a Qualifying Bid in the Auction, by the Drop Dead Date. Promptly following approval of this Agreement by the Bankruptcy Court, Seller will disclose to Buyer the identities of Persons who submitted offers to acquire the Acquired Assets as part of the process that resulted in Seller executing this Agreement; *provided, however*, no such disclosure will be made if Seller determines that such disclosure violates the terms of any confidentiality or non-disclosure agreement in effect.

ARTICLE 9
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE

The obligations of Buyer to consummate the Transactions shall be subject to the satisfaction, at or prior to the Closing, of each of the following conditions, any one or more of which may be waived (but only in writing) by Buyer:

9.1 Accuracy of Representations.

All of the representations and warranties made by Seller in this Agreement shall be true and correct in all material respects (other than those representations and warranties that are qualified by materiality or Seller Material Adverse Effect, which shall be true and correct in all respects as so qualified therein) as of the Effective Date and as of the Closing Date as though made at and as of the Closing Date (except to the extent such representations and warranties expressly speak as of an earlier date, which shall be true and correct as of such date); *provided, however*, that in the event of a breach of a representation or warranty, other than a representation or warranty qualified by a Seller Material Adverse Effect, the condition set forth in this Section 9.1 shall be deemed satisfied unless the effect of all such breaches of representations and warranties taken together result in a Seller Material Adverse Effect. Buyer shall have received a certificate signed by a duly authorized representative of Seller to such effect.

9.2 Seller's Performance.

Seller shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed by Seller on or prior to the Closing Date, and Buyer shall have received a certificate signed by a duly authorized representative of Seller to such effect.

9.3 No Order.

No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Order or Legal Requirement which is in effect and has the effect of making illegal or otherwise restraining or prohibiting the consummation of the Transactions.

9.4 Governmental Authorizations.

All Governmental Authorizations imposed by, any Governmental Authority which are necessary to consummate the Transactions shall have been filed, been obtained or occurred and such authorizations, consents, orders or approvals shall not have expired or been withdrawn.

9.5 Seller's Deliveries.

Each of the deliveries required to be made to Buyer pursuant to Section 4.4 shall have been so delivered.

9.6 Bidding Procedures Order and Sale Order.

(a) The Bankruptcy Court shall have entered the Sale Order on or before August 5, 2025, the Sale Order shall have become a Final Order on or before August 19, 2025, and the Closing shall have taken place on or before August 22, 2025, failing which Buyer shall be entitled to terminate this Agreement and receive an immediate refund of the Deposit.

(b) The Bankruptcy Court shall have entered the Bidding Procedures Order on or before July 23,2025.

9.7 No Dismissal or Conversion.

The Bankruptcy Case shall not have been stayed or dismissed, converted to a case under Chapter 7 of the Bankruptcy Code, and there shall have been no filing or other proceeding for bankruptcy under Title 11 of the United States Code or other similar State law, whether voluntary or involuntary, involving the Seller which has not been stayed or dismissed.

9.8 Real Property.

(a) The landlord of each Retail Store Lease shall have consented to the assumption of such Retail Store Lease by Buyer, or Buyer shall have entered into a new lease for each Retail Store on terms and conditions which are acceptable to Buyer.

(b) Buyer shall receive from a nationally recognized title insurance company licensed to do in the State where the Owned Real Property is located for a commitment to issue an owner's title policy insuring good and marketable fee title to the Owned Real Property free and clear of all Claims, Liens and Encumbrances (other than Permitted Encumbrances), in an amount determined by Buyer and at standard rate

9.9 No Material Adverse Effect.

There has been no Buyer Material Adverse Effect or Seller Material Adverse Effect.

ARTICLE 10
CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLER TO CLOSE

The obligations of Seller to consummate the Transactions shall be subject to the satisfaction, at or prior to the Closing, of each of the following conditions, any one or more of which may be waived (but only in writing) by Seller:

10.1 Accuracy of Representations.

All of the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects (other than those representations and warranties that are qualified by materiality, which shall be true and correct in all respects as so qualified therein) as of the Effective Date and as of the Closing Date as though made at and as of the Closing Date (except to the extent such representations and warranties expressly speak as of an earlier date, which shall be true and correct as of such date). Seller shall have received a certificate signed by a duly authorized representative of Buyer to such effect.

10.2 Buyer's Performance.

Buyer shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed by Buyer on or prior to the Closing Date, and Seller shall have received a certificate signed by a duly authorized representative of Buyer to such effect.

10.3 No Order.

No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Order or Legal Requirement which is in effect and has the effect of making illegal or otherwise restraining or prohibiting the consummation of the Transactions.

10.4 Governmental Authorizations.

All Governmental Authorizations imposed by, any Governmental Authority which are necessary to consummate the Transactions shall have been filed, been obtained or occurred and such authorizations, consents, orders or approvals shall not have expired or been withdrawn.

10.5 Buyer's Deliveries.

Each of the deliveries required to be made to Seller pursuant to Section 4.3 shall have been so delivered.

10.6 Bidding Procedures Order and Sale Order.

The Bidding Procedures Order and Sale Order shall have been entered by the Bankruptcy Court and shall have become Final Orders, and shall not be subject to any stay, modification, reversal or vacation, and the Sale Order shall remain in full force and effect as of the Closing.

10.7 Purchase Price.

The Purchase Price shall have paid the Closing Date in accordance with Section 4.2.

ARTICLE 11
TERMINATION

11.1 Termination Events.

Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing Date:

(a) by either Seller or Buyer:

(i) if a closing condition under Articles 9 or 10 hereof becomes impossible to satisfy on or before the Closing Date (or such earlier date on which the condition is required to be satisfied) in favor of the Party attempting to terminate the Agreement (unless such failure is caused by such terminating Party);

(ii) if the Closing shall not have occurred by the Drop Dead Date; *provided, however*, that the right to terminate this Agreement under this Section 11.1(a)(ii) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Sale Order to have been entered on or prior to such date;

(iii) if a Governmental Authority issues a ruling or Order prohibiting the Transactions; or

(iv) by mutual written consent of Seller and Buyer.

(b) by Buyer:

(i) in the event of any material breach by Seller of any of Seller's agreements, covenants, representations or warranties contained herein or in the Bidding Procedures Order or the Sale Order, and the failure of Seller to cure such breach within two (2) Business Days after receipt of the Buyer Termination Notice specified in this subsection; *provided, however*, that Buyer (i) is not itself in material breach of its representations, warranties, covenants or agreements contained herein or in the Bidding Procedures Order or the Sale Order, (ii) notifies Seller in writing (the "Buyer Termination Notice") of its intention to exercise its rights under this Agreement as a result of the breach, and (iii) specifies in such Buyer Termination Notice the representation, warranty, covenant or agreement contained herein or in the Bidding Procedures Order or the Sale Order of which Seller is allegedly in material breach;

(ii) if the Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the Transactions, or a trustee is appointed for Seller and such trustee rejects the Transactions;

(iii) if the Sale Order, in a form acceptable to Buyer, has not been entered on or before the Drop Dead Date, on written notice from Buyer to Seller sent any time after the Drop Dead Date; or

(iv) if the Sale Order does not become a Final Order on or before August 19, 2025, on written notice from Buyer to Seller sent any time after August 19, 2025.

(c) by Seller:

(i) in the event of any material breach by Buyer of any of Buyer's agreements, covenants, representations or warranties contained herein or in the Bidding Procedures Order or the Sale Order, and the failure of the Buyer to cure such breach within two (2) Business Days after receipt of the Seller Termination Notice specified in this subsection; *provided, however*, that (i) Seller is not itself in material breach of its representations, warranties, covenants or agreements contained herein or in the Bidding Procedures Order or the Sale Order, (ii) Seller notifies Buyer in writing (the "Seller's Termination Notice"), and (iii) Seller specifies in such Seller's Termination Notice the representation, warranty, covenant or agreement contained herein or in the Bidding Procedures Order or the Sale Order of which Buyer is allegedly in material breach; or

(ii) if the Bankruptcy Court declines to (A) approve the Agreement for any reason, including that the Seller accepts a different qualified offer for the Acquired Assets from a party that is not the Buyer in accordance with the provisions of the Bidding Procedures Order, or (B) issue the Sale Order, in a form acceptable to Buyer.

11.2 Effect of Termination.

(a) In the event of termination of this Agreement by either party, except as otherwise provided in this Section 11.2, all rights and obligations of the parties under this Agreement shall terminate without any liability of any Party to any other Party. The provisions of Section 6.4, this Section 11.2, Sections 12.1, 12.2, 12.3, 12.15 and 12.16 and, to the extent applicable, the other provisions of Article 12, shall expressly survive the expiration or termination of this Agreement.

(b) Notwithstanding Section 11.2(a), in the event of a termination pursuant to Section 11.1(c)(i) only, Seller shall be entitled to retain the Deposit as liquidated damages as its sole and exclusive remedy against Buyer in all respects for any claim against Buyer arising under this Agreement or otherwise.

(c) In the event of a termination pursuant to this Article 11 (other than pursuant to Section 11.1(c)(i)), Seller shall promptly return to Buyer the Deposit (together with interest accrued thereon).

(d) In the event of a termination pursuant to Section 11.1(c)(ii) by the Seller due to Seller's acceptance of an alternative offer for the Acquired Assets from a party other than the Buyer in accordance with the Bidding Procedures Order, the Buyer shall be entitled to payment of the Break-Up Fee as provided in Section 7.7(e) as Buyer's sole remedy.

ARTICLE 12
GENERAL PROVISIONS

12.1 Non-Survival of Representations and Warranties; Survival of Contracts.

All representations and warranties herein shall terminate on the Closing Date. The covenants of the Parties herein shall survive the Closing Date according to their terms.

12.2 Confidential Nature of Obligations.

The following paragraph is subject to any disclosure requirements under the Bankruptcy Code or imposed by the Bankruptcy Court or as Seller may reasonably deem necessary or appropriate in order to facilitate the Transactions:

Buyer and Seller each agrees that it will treat in confidence all documents, materials and other information which it shall have obtained regarding the other party during the course of the negotiations leading to the consummation of the Transactions (whether obtained before or after the Effective Date), the investigation provided for herein and the preparation of this Agreement and other related documents, and, in the event the Transactions shall not be consummated, at the request of the disclosing party, will return to the other party all copies of nonpublic documents and materials which have been furnished in connection therewith. Such non-public documents, materials and information shall not be communicated to any third Person (other than to Buyer's and Seller's counsel, accountants or financial advisors, in each case subject to the recipient's agreement to keep the same confidential). No other party shall use any confidential information in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Acquired Assets; *provided, however*, that after the Closing, any confidential information included in the Acquired Assets or the Assumed Liabilities shall be deemed the confidential information of Buyer, and Seller shall maintain the confidentiality thereof in accordance with this Section 12.2. The obligation of each party to treat such documents, materials and other information in confidence shall not apply to any information which (i) is or becomes available to such party from a source other than the disclosing party, (ii) is or becomes available to the public other than as a result of disclosure by such party or its agents or (iii) is required to be disclosed under applicable law or judicial process (including under the Bankruptcy Code or as required by the Bankruptcy Court), but only to the extent it must be disclosed. Notwithstanding clause (iii) of the preceding sentence, in the event that any party is required to disclose any confidential information by applicable law, judicial process or rule of any national securities exchange, it is agreed that the party subject to such requirement will provide the other party with prompt notice of such requirement and such party may seek an appropriate protective order if it so desires.

12.3 Public Announcements.

The initial press release relating to this Agreement shall be a joint press release, the text of which shall be agreed to by the Buyer and Seller. Unless otherwise required by applicable Legal Requirement or by obligations of the Parties or their Affiliates pursuant to any listing agreement with or rules of any securities exchange or as otherwise permitted or contemplated by this Agreement, the Parties hereto shall consult with each other before issuing any other press release or otherwise making any public statement with respect to this Agreement, the Transactions or the activities and operations of the other Party and shall not issue any such release or make any such statement without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed).

12.4 Notices.

All notices, consents, waivers and other communications under this Agreement must be in writing and shall be deemed to have been duly given when: (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile or e-mail (with written confirmation of receipt), or (c) when received by the addressee, if sent by a delivery service (prepaid, receipt requested) or (d) when received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses, representative (if applicable) and facsimile numbers or e-mail addresses set forth below (or to such other addresses, representative and facsimile numbers as a Party may designate by notice to the other Parties given in accordance with this Section 12.4):

(i) If to Any Seller, then to:

AMERICA'S GARDENING RESOURCE, INC.,
128 Intervale Road
Burlington, VT 05401
Attention: Rebecca Gray, Chief Executive Officer
Telephone: ________________________
E-Mail: rebeccag@gardeners.com

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

Gary H. Leibowitz, Esquire
Cole Schotz P.C.
1201 Wills Street, Suite 320
Baltimore, MD 21231
Telephone: (410) 528-2971
E-Mail: gleibowitz@coleschotz.com

(ii) If to Buyer, then to:

GARDENS ALIVE, INC.
230 Mary Avenue
Greendale, Indiana 47025
Attn: K. Niles Kinerk, Chairman
Telephone: (513) 255-6601
E-Mail: nkinerk@gardensalive.com

and

Attention: Eric Hamant, Vice-Chairman
Telephone: (937) 694-2422
E-Mail: ehamant@gardensalive.com

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

Kavinoky Cook LLP
726 Exchange Street, Suite 800
Buffalo, New York 14210
Attn: David A. LoTempio, Esq.
Telephone: (716) 332-4530
Cell: (71) 868-3542
E-mail: dlotempio@kavinokycook.com

and

Casner Edwards
303 Congress Street
Boston, Massachusetts 02210
Attention: Michael J. Fencer, Esq
And John T. Morrier, Esq.
Telephone: (617) 426-5900
E-Mail: fencer@casneredwards.com
morrier@casneredwards.com

12.5 Waiver.

Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given; and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand.

12.6 Entire Agreement; Amendment.

This Agreement (including the disclosure schedules and the exhibits hereto) and the other Transaction Documents supersede all prior agreements (other than the Confidentiality Agreement, which shall remain in full force and effect) between the Parties with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between the Parties with respect to their subject matter (other than the Confidentiality Agreement, which shall remain in full force and effect; *provided, however*, that notwithstanding anything to the contrary herein, if and when the Closing occurs, the obligations under the Confidentiality Agreement of Buyer and their respective attorneys and accountants shall terminate). This Agreement may not be amended except by a written agreement executed by Buyer and Seller.

12.7 Assignment.

This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party hereto by operation of law or otherwise without the express written consent of the other Parties (which consent may be granted or withheld in the sole discretion of such other Party); *provided, however,* that Buyer shall be permitted, upon prior notice to Seller, to assign all or part of its rights or obligations hereunder to an Affiliate, but no such assignment shall relieve Buyer of its obligations under this Agreement.

12.8 Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Legal Requirement or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner adverse to any Party in any material respect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible.

12.9 Section Headings, Construction.

The headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation. All references to "Article," "Section" or "Sections" refer to the corresponding Article, Section or Sections of this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The Exhibits attached hereto and the Schedules attached hereto (including the Seller's Disclosure Schedule) are hereby incorporated herein and made a part hereof as if fully set forth herein.

12.10 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Vermont, without giving effect to the choice of law principles thereof, and, to the extent applicable, the Bankruptcy Code.

(b) The Parties agree that the Bankruptcy Court shall be the exclusive forum for enforcement of this Agreement or the Transactions and (only for the limited purpose of such enforcement) submit to the jurisdiction thereof; *provided* that if the Bankruptcy Court determines that it does not have subject matter jurisdiction over any action or proceeding arising out of or relating to this Agreement, then each party: (i) agrees that all such actions or proceedings shall be heard and determined in a Vermont federal court sitting in Burlington, Vermont; (ii) irrevocably submits to the jurisdiction of such court in any such action or proceeding; (iii) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court; and (iv) agrees that service of process in any such action or proceeding may be effected by providing a copy thereof by any of the methods of delivery permitted by Section 12.4 to such Party at its address as provided in Section 12.4 (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by law).

(c) EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS, AS APPLICABLE,

BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.10(c).

12.11 Counterparts.

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or Adobe sign) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12.12 Time of Essence.

Time is of the essence in this Agreement.

12.13 No Third Party Beneficiaries.

This Agreement is for the sole benefit of the Parties hereto and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

12.14 Sellers' Disclosure Schedule. The Seller's Disclosure Schedule is qualified in its entirety by reference to the specific provisions of this Agreement and is not intended to constitute, and shall not be construed as constituting, representations or warranties of Seller, except as and to the extent provided in this Agreement. The specification of any dollar amount in the representations and warranties contained in this Agreement or the inclusion of any specific item in the Seller's Disclosure Schedule is not intended to imply that such amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed or are within or outside of the ordinary course of business, and none of the Parties shall use the fact of the setting forth of such amounts or the fact of the inclusion of any such item in the Seller's Disclosure Schedule in any dispute or controversy with any party as to whether any obligation, item or matter not included in a section of the Seller's Disclosure Schedule is or is not required to be disclosed (including whether such amounts or items are required to be disclosed as material) or in the ordinary course of business for the purposes of this Agreement. If and to the extent any information required to be furnished in any section of the Seller's Disclosure Schedule is contained in this Agreement or in any section of the Seller's Disclosure Schedule, such information shall be deemed to be included in all sections of the Seller's Disclosure Schedule to the extent the relevance of such disclosure to such other section or sections is reasonably apparent on its face. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. In no event shall any disclosure of such additional matters be deemed or interpreted to broaden or otherwise amend any of the covenants or representations or warranties in this Agreement. The information contained in the Seller's Disclosure Schedule is disclosed solely for purposes of this Agreement, and no information contained therein shall be deemed to be an admission by any party thereto to any third party of any matter whatsoever, including of any violation of law or breach of any agreement. Headings have been inserted in the sections of the Seller's Disclosure Schedule for the convenience of reference only and shall to no extent have the effect of amending or changing the express description of the sections as set forth in this Agreement.

12.15 Expenses.

Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors, accountants and other advisors, incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring such costs and expenses, subject to Bankruptcy Court approval, whether or not the Closing shall have occurred. As between Buyer and Seller, Seller shall bear all of the costs of administration of the Bankruptcy Case.

12.16 Non-Recourse.

No past, present or future director, officer, manager, employee, incorporator, member, partner, stockholder, agent, attorney or Representative of the respective parties to this Agreement, in such capacity (any such Person in such capacity, a "No Recourse Party"), shall have any liability or obligation with respect to this Agreement or the Transactions, or with respect to any claim or cause of action that may arise out of this Agreement or the Transactions, or the negotiation, execution or performance of this Agreement or the Transactions; in each case except for any claim or cause of action against a No Recourse Party (x) arising out of or in connection with the fraud, bad faith or willful misconduct of such No Recourse Party, including in connection with this Agreement or any other Transaction Document, or (y) otherwise expressly permitted to be brought against a No Recourse Party pursuant to any other Transaction Document, as applicable. For the avoidance of doubt, nothing in this Section 12.16 is intended to or shall be deemed to in any way limit or affect any rights of Seller or Buyer with respect to any Claims against any person arising out of actions or conduct of such person arising prior to or outside the context of this Agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the Effective Date.

<u>BUYER</u>:

GARDENS ALIVE, INC.

DocuSigned by:

By: ______________________________
A09F87A3C2884CB...
K. Niles Kinerk, Chairman

<u>SELLER:</u>

AMERICA'S GARDENING RESOURCE, INC.

DocuSigned by:
rebecca gray
By: ______________________________
6DC1A9A8A84F40A...
Name: Rebecca Gray
Title: Chief Executive Officer

GARDENER'S HOME LLC

DocuSigned by:
rebecca gray
By: ______________________________
6DC1A9A8A84F40A...
Name: Rebecca Gray
Title: Chief Executive Officer

SERAC CORPORATION

DocuSigned by:
rebecca gray
By: ______________________________
6DC1A9A8A84F40A...
Name: Rebecca Gray
Title: Chief Executive Officer

IGH, INC.

DocuSigned by:
rebecca gray
By: ______________________________
6DC1A9A8A84F40A...
Name: Rebecca Gray
Title: Chief Executive Officer

INNOVATIVE GARDENING SOLUTIONS, INC.

DocuSigned by:

By: rebecca gray

6DC1A9A8A84F40A...

Name: Rebecca Gray
Title: Chief Executive Officer

650010.1

LIST OF EXHIBITS

EXHIBIT	DESCRIPTION
A	Bidding Procedures Order
B	Bill of Sale and Assignment
C	Sale Order
D	Seller's Disclosure Schedule
E	Assumption Agreement
F	Assignment of Patents
G	Assignment of Trademarks
H	Assignment of Copyrights
I	Assignment of Domain Names
J	Escrow Agreement

LIST OF SCHEDULES

Schedule 1.1 – Permitted Encumbrances

Schedule 2.1(a) – Assigned Agreements

Seller's Disclosure Schedule – see Exhibit D

Schedule 2.1(b) – Owned Real Property
Schedule 2.1(c) – Leased Real Property
Schedule 2.1(d) – Leases
Schedule 2.1(e) – Permits
Schedule 2.1(f) – Copyrights
Schedule 2.1(g) – Domain Names
Schedule 2.1(h) – Patents
Schedule 2.1(i) – Trademarks
Schedule 2.1(j) – Trade Secrets
Schedule 2.1(k) – Software
Schedule 2.1(m) –Equipment
Schedule 2.1(n) – Accounts Receivable
Schedule 2.2(b) – Excluded Bank Accounts
Schedule 2.2(l) – Excluded Assets (as identified by Seller)
Schedule 2.2(o) – Excluded Assets (as identified by Buyer)
Schedule 5.2 – Authority; Validity; Consents
Schedule 7.3 – Third Party Consents

Schedule 3.5 – Allocation Schedule

Schedule 8.4(b) – Buyer Employee Obligations

EXHIBIT A

BIDDING PROCEDURES ORDER

EXHIBIT B

BILL OF SALE AND ASSIGNMENT

EXHIBIT C

SALE ORDER

EXHIBIT D

SELLER'S DISCLOSURE SCHEDULE

EXHIBIT E

ASSUMPTION AGREEMENT

EXHIBIT F

ASSIGNMENT OF PATENTS

EXHIBIT G

ASSIGNMENT OF TRADEMARKS

EXHIBIT H

ASSIGNMENT OF COPYRIGHTS

EXHIBIT I

ASSIGNMENT OF DOMAIN NAMES

EXHIBIT J

ESCROW AGREEMENT

EXHIBIT 2

Cure Resolutions

Contract Counterparty	Nature of Objection	Resolution
Elizabeth Simpson (Landlord)	Incorrect cure amount	Corrected cure amount: $36,435.25
Sirloin LLC (Landlord)	Incorrect cure amount	Corrected cure amount: $54,625.00
Taft Corners Associates, Inc. (Landlord)	Incorrect cure amount	Corrected cure amount: $77,042.00
The Miller Realty Group, LLP	Incorrect cure amount	Corrected cure amount: $178,656.47
Giles Property Management, LLC	Incorrect cure amount	Corrected cure amount: $36,660[5]

[5] This amount does not include base rent in the amount of $18,330 due on August 1, 2025.