SOLICITATION VERSION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re	Chapter 11
AMERICA'S GARDENING RESOURCE, INC., *et al.*,[1]	Case No. 25-11180 (BLS)
Debtors.	(Jointly Administered)

**AMENDED COMBINED DISCLOSURE STATEMENT
AND CHAPTER 11 PLAN OF LIQUIDATION PROPOSED BY THE DEBTORS**

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[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.

SOLICITATION VERSION

TABLE OF CONTENTS

Page

DISCLAIMER[2]

THIS COMBINED DISCLOSURE STATEMENT AND PLAN WAS COMPILED FROM INFORMATION OBTAINED FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTORS' KNOWLEDGE, INFORMATION, AND BELIEF. NO GOVERNMENTAL AUTHORITY HAS PASSED ON, CONFIRMED, OR DETERMINED THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

NOTHING STATED HEREIN SHALL BE: (I) DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, (II) ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY, OR (III) DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE COMBINED DISCLOSURE STATEMENT AND PLAN ON THE DEBTORS OR HOLDERS OF CLAIMS OR INTERESTS. CERTAIN STATEMENTS CONTAINED HEREIN, BY NATURE, ARE FORWARD-LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL REFLECT ACTUAL OUTCOMES.

THE STATEMENTS CONTAINED HEREIN ARE MADE AS OF THE DATE HEREOF, UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF. HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE. THEREFORE, EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THIS COMBINED DISCLOSURE STATEMENT AND PLAN AND THE TRANSACTIONS CONTEMPLATED HEREBY.

NO PARTY IS AUTHORIZED TO GIVE ANY INFORMATION WITH RESPECT TO THIS COMBINED DISCLOSURE STATEMENT AND PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN. NO REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY HAS BEEN AUTHORIZED BY THE DEBTORS OTHER THAN AS SET FORTH IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN. ANY INFORMATION, REPRESENTATIONS, OR INDUCEMENTS MADE TO SOLICIT VOTES IN CONNECTION WITH THIS COMBINED DISCLOSURE STATEMENT AND PLAN OTHER THAN, OR INCONSISTENT WITH, THE INFORMATION CONTAINED HEREIN SHOULD NOT BE RELIED UPON BY ANY HOLDER OF A CLAIM OR INTEREST. THE COMBINED DISCLOSURE STATEMENT AND PLAN HAS BEEN PREPARED IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND BANKRUPTCY RULE

[2] Capitalized terms not defined in this Disclaimer and the Introduction below shall have the meanings ascribed in this Combined Disclosure Statement and Plan.

3016(b) AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS, OR OTHER NON-APPLICABLE BANKRUPTCY LAWS.

SEE ARTICLE V HEREIN, ENTITLED "CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING," FOR A DISCUSSION OF CERTAIN CONSIDERATIONS IN CONNECTION WITH A DECISION BY A HOLDER OF AN IMPAIRED CLAIM TO ACCEPT THE COMBINED DISCLOSURE STATEMENT AND PLAN.

INTRODUCTION

America's Gardening Resource, Inc., Gardener's Home LLC, Serac Corporation, IGH, Inc. and Innovative Gardening Solutions, Inc., as debtors and debtors in possession in these Chapter 11 Cases, hereby propose this Combined Disclosure Statement and Plan pursuant to section 1125 and 1129 of the Bankruptcy Code. The Debtors are proponents of the Combined Disclosure Statement and Plan within the meaning of Bankruptcy Code section 1129.

The Debtors are sending you this Combined Disclosure Statement and Plan in connection with soliciting votes to approve the Combined Disclosure Statement and Plan, as the same may be amended from time to time. If you are entitled to vote, you should read the entirety of the Combined Disclosure Statement and Plan, and consult with an attorney, prior to voting.

The Combined Disclosure Statement and Plan constitutes a liquidating Chapter 11 plan for the Debtors and provides for Distribution of the Debtors' assets already liquidated or to be liquidated over time to Holders of Allowed Claims in accordance with the terms of the Combined Disclosure Statement and Plan and the priority provisions of the Bankruptcy Code. The Combined Disclosure Statement and Plan contemplates the appointment of a Plan Administrator to, *inter alia*, implement the terms of the Combined Disclosure Statement and Plan and make distributions in accordance therewith. Except as otherwise provided by an order of the Bankruptcy Court, Distributions, if any, will occur at various intervals after the Effective Date as determined by the Plan Administrator.

This Combined Disclosure Statement and Plan contains, among other things, a discussion of the Debtors' history, business, properties, operations, the Chapter 11 Cases, the Sale of the Debtors' assets, risk factors, and a summary and analysis of the Combined Disclosure Statement and Plan, and certain other related matters.

The Combined Disclosure Statement and Plan provides for the substantive consolidation of the Assets and Liabilities of the Debtors. Accordingly, for purposes of the Combined Disclosure Statement and Plan only, the Assets and Liabilities of the Debtors are deemed the Assets and Liabilities of a single administratively consolidated entity. Claims filed against both Debtors seeking recovery of the same debt shall be treated as a single, non-aggregated Claim against the consolidated Estates to the extent that such Claim is an Allowed Claim.

The filing of the Combined Disclosure Statement and Plan constitutes, among other things, a motion by the Debtors for substantive consolidation of the Debtors' Estates, as set forth in Section 9.1 hereof.

SOLICITATION VERSION

Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code, the Debtors expressly reserve the right to alter, amend, or modify the Combined Disclosure Statement and Plan one or more times before substantial Consummation thereof.

ALL HOLDERS OF IMPAIRED CLAIMS AGAINST, AND IMPAIRED INTERESTS IN, THE DEBTORS ARE ENCOURAGED TO READ THE COMBINED DISCLOSURE STATEMENT AND PLAN IN ITS ENTIRETY, AND TO CONSULT WITH AN ATTORNEY, TO BE INFORMED REGARDING THE TREATMENT OF SUCH CLAIMS AND INTERESTS UNDER THE COMBINED DISCLOSURE STATEMENT AND PLAN AND, AS APPLICABLE, BEFORE VOTING TO ACCEPT OR REJECT THE COMBINED DISCLOSURE STATEMENT AND PLAN. SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN BANKRUPTCY CODE SECTION 1127, BANKRUPTCY RULE 3019, AND IN THE COMBINED DISCLOSURE STATEMENT AND PLAN, THE DEBTORS RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE, OR WITHDRAW THE COMBINED DISCLOSURE STATEMENT AND PLAN, OR ANY PART THEREOF, PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

RECOMMENDATION TO VOTE TO ACCEPT THE COMBINED DISCLOSURE STATEMENT AND PLAN

The Debtors are proponents of the Combined Disclosure Statement and Plan and support Confirmation of the Combined Disclosure Statement and Plan. In the opinion of the Debtors, the Combined Disclosure Statement and Plan is preferable to the alternatives available, which are generally described in this Combined Disclosure Statement and Plan, because the Combined Disclosure Statement and Plan provides for a larger distribution to the Debtors' creditors than would otherwise result in a liquidation under chapter 7 of the Bankruptcy Code. Any delay in Confirmation of the Combined Disclosure Statement and Plan could result in significant additional administrative expenses and reduce the distributions to Holders of Allowed Claims that is proposed under this Combined Disclosure Statement and Plan. **Accordingly, the Debtors recommend that all Holders of Impaired Claims support Confirmation of the Combined Disclosure Statement and Plan and vote to accept the Combined Disclosure Statement and Plan. The Official Committee of Unsecured Creditors supports the confirmation of the Combined Disclosure Statement and Plan as well and request that you vote in favor.**

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION

Defined Terms

1.1 "**503(b)(9) Claims**" shall mean Claims arising under Bankruptcy Code section 503(b)(9).

1.2 "**Administrative Claim**" shall mean a Claim for costs and expenses of administration of the Chapter 11 Cases under Bankruptcy Code sections 503(b), 507(b) or, if applicable, 1114(e)(2), including but not limited to: (a) any actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the business of the Debtors (including, but not limited to, wages, salaries, commissions for services and payments for inventories, leased equipment and premises) and Claims by Governmental Units for taxes (including Claims related to taxes which accrued after the Petition Date, but excluding Claims related to taxes which accrued on or before the Petition Date); (b) compensation for legal, financial, advisory, accounting and other services and reimbursement of expenses allowed by the Bankruptcy Court under Bankruptcy Code sections 328, 330, 331, 363 or 503(b) to the extent incurred on or prior to the Effective Date; (c) all fees and charges assessed against the Estates under United States Code title 28 section 1930; (d) any 503(b)(9) Claims; and (e) any Claims that have been designated "Administrative Claims" by order of the Bankruptcy Court.

1.3 "**Affiliate**" shall mean "affiliate" as defined in Bankruptcy Code section 101(2).

1.4 "**Allowed**" shall mean all or a portion of a Claim against the Debtors or an Interest in the Debtors (a) that has been listed by the Debtors in the Schedules as liquidated in amount and not "disputed" or "contingent," and with respect to which no contrary proof of Claim or proof of Interest has been Filed or an Objection or request for estimation has been Filed on or before the Claims Objection Deadline or the expiration of such other applicable period fixed by the Bankruptcy Court, (b) with respect to which a proof of Claim or proof of Interest has been Filed and as to which no Objection or request for estimation has been Filed on or before the Claims Objection Deadline or the expiration of such other applicable period fixed by the Bankruptcy Court, (c) as to which any Objection has been Filed on or before the Claims Objection Deadline or the expiration of such other applicable period fixed by the Bankruptcy Court and such Objection has been settled, waived, withdrawn or denied by a Final Order, or (d) that is allowed (i) by a Final Order, or (ii) by a stipulation entered into between the Holder of such Claim or Interest and the Plan Administrator on or after the Effective Date. For purposes of computing Distributions under the Combined Disclosure Statement and Plan, a Claim or Interest that has been deemed "Allowed" shall not include interest, costs, fees or charges on such Claim or Interest from and after the Petition Date, except as provided in Bankruptcy Code section 506(b) or as otherwise expressly set forth in the Combined Disclosure Statement and Plan.

1.5 "**Asset Purchase Agreement**" shall mean that certain Asset Purchase Agreement by and between the Debtors, as Seller, and Gardens Alive, Inc., as Purchaser, dated as of June 20, 2025 and filed with the Bankruptcy Court at Docket No. 152, including all schedules and exhibits thereto, and as may be further amended from time to time.

1.6 "**Assets**" shall mean any and all right, title, and interest of the Debtors and the Estates in and to property of whatever type or nature, including their books and records.

1.7 "**Avoidance Actions**" shall mean any and all avoidance or equitable subordination or recovery actions under the Bankruptcy Code, including but not limited to those arising under Bankruptcy Code sections 105(a), 502(d), 510, 542 through 551, and 553, or under any other federal or state law, or similar common law causes of action.

1.8 "**Ballot**" shall mean the ballot form distributed to each Holder of a Claim entitled to vote to accept or reject this Combined Disclosure Statement and Plan.

1.9 "**Bankruptcy Code**" shall mean title 11 of the United States Code, 11 U.S.C. §§ 101-1532, and as such title has been, or may be, amended from time to time, to the extent that any such amendment is applicable to the Chapter 11 Cases.

1.10 "**Bankruptcy Court**" or "**Court**" shall mean the United States Bankruptcy Court for the District of Delaware or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of the reference under 28 U.S.C.§ 157, the United States District Court for the District of Delaware.

1.11 "**Bankruptcy Rules**" shall mean the Federal Rules of Bankruptcy Procedure and the Local Rules, and as each has been, or may be, amended from time to time, to the extent that any such amendment is applicable to the Chapter 11 Cases.

1.12 "**Bar Date**" shall mean, with respect to any particular Claim, the specific date set by the Bankruptcy Court (including pursuant to the Bar Date Order, the Combined Disclosure Statement and Plan or the Confirmation Order) as the last day for Filing proofs of claim, motions or requests for allowance or payment of a Claim, including Administrative Claims, against the Debtors in the Chapter 11 Cases. The general Bar Date is November 17, 2025 at 5:00 p.m. (EST). The governmental Bar Date is December 17, 2025 at 5:00 p.m. (EST).

1.13 "**Bar Date Order**" shall mean the *Order (I) Establishing Bar Dates for Filing Against the Debtors and (II) Approving the Form and Manner of Notice Thereof* entered by the Bankruptcy Court on October 15, 2025, at Docket No. 243.

1.14 "**Bidding Procedures Order**" shall mean the *Order (A) Authorizing and Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (B) Approving the Debtors' Entry into Stalking Horse Agreement and Related Bidding Protections, (C) Scheduling the Auction and Sale Hearing, (D) Approving the Form and Manner of Notice Thereof, and (E) Granting Related Relief* as entered by the Bankruptcy Court on July 10, 2025, at Docket No. 63.

1.15 "**Business Day**" shall mean any day, other than a Saturday, Sunday or a legal holiday (as that term is defined in Bankruptcy Rule 9006(a)).

1.16 "**Cash**" or "**$**" shall mean legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and cash equivalents.

1.17 "**Causes of Action**" shall mean all Claims, Avoidance Actions, actions, causes of action, choses in action, suits, debts, dues, damages, defenses, judgments, set-off claims, third-party claims, counterclaims, and cross claims that are or may be pending or existing or that could have been asserted on or before the Effective Date against any Entity, based in law or equity, including, but not limited to, under the Bankruptcy Code, whether direct, indirect, known or unknown, derivative, or otherwise and whether asserted or unasserted as of the date of entry of the Confirmation Order, and including unknown Causes of Action that have not been released by the Combined Disclosure Statement and Plan or any order of the Bankruptcy Court.

1.18 "**Chapter 11 Cases**" shall mean the chapter 11 cases of America's Gardening Resource, Inc., Gardener's Home LLC, Serac Corporation, IGH, Inc., and Innovative Gardening

Solutions, Inc., which are being jointly administered at Case No. 25-11180 (BLS) in the Bankruptcy Court.

1.19 "**Claim**" shall mean a claim, as such term is defined in Bankruptcy Code section 101(5), against either of the Debtors.

1.20 "**Claims Objection Deadline**" shall mean one-hundred eighty (180) days after the Effective Date, or such later date as may be ordered by the Bankruptcy Court; *provided however,* that the Plan Administrator may seek extensions of this date from the Bankruptcy Court.

1.21 "**Class**" shall mean each category or group of Holders of Claims or Interests that has been designated as a class in Article II of this Combined Disclosure Statement and Plan.

1.22 "**Closing**" shall mean the "Closing" as defined in the Asset Purchase Agreement.

1.23 "**Closing Date**" shall mean the "Closing Date" as defined in the Asset Purchase Agreement or August 7, 2025.

1.24 "**Combined Disclosure Statement and Plan**" shall mean this entire document and all exhibits, schedules and related documents, whether annexed hereto or Filed in connection herewith, either in their present form or as the same may be supplemented, amended or modified from time to time.

1.25 "**Committee**" shall mean the Committee of Unsecured Creditors appointed by the U.S. Trustee in the Chapter 11 Cases.

1.26 "**Confirmation**" shall mean entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Cases.

1.27 "**Confirmation Date**" shall mean the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases.

1.28 "**Confirmation Hearing**" shall mean the initial hearing held by the Bankruptcy Court to consider (a) approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to Bankruptcy Code section 1125, and (b) Confirmation of the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1129, and as such initial hearing may be adjourned or continued from time to time.

1.29 "**Confirmation Order**" shall mean the order of the Bankruptcy Court confirming the Combined Disclosure Statement and Plan pursuant to, among others, Bankruptcy Code section 1129.

1.30 "**Consummation**" shall mean the occurrence of the Effective Date.

1.31 "**Contingent**" shall mean, with reference to a Claim, a Claim that presently exists but is not currently payable, or the accrual of which, or the obligation to make payment on which, is dependent upon a future event that may or may not occur.

1.32 "**Creditor**" shall have the meaning ascribed to such term in Bankruptcy Code section 101(10).

1.33 "**Debtors**" shall mean, collectively, America's Gardening Resource, Inc., Gardener's Home LLC, Serac Corporation, IGH, Inc., and Innovative Gardening Solutions, Inc., which are the above-captioned debtor and debtors in possession in the Chapter 11 Cases.

1.34 "**Disallowed**" shall mean, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtors which: (i) has been disallowed, in whole or part, by a Final Order; (ii) has been withdrawn, in whole or in part, by the Holder thereof; (iii) is listed in the Schedules as zero or as disputed, contingent or unliquidated and in respect of which a proof of Claim or a proof of Interest, as applicable, has not been timely Filed or deemed timely Filed pursuant to the Combined Disclosure Statement and Plan, the Bankruptcy Code or any Final Order or other applicable law; (iv) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination or estimation results in a reduction in the Filed amount of any proof of Claim or proof of Interest; and (v) is unenforceable to the extent provided in Bankruptcy Code section 502(b). In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination, or estimation.

1.35 "**Disbursing Agent**" shall mean the Plan Administrator; *provided*, *however*, that the Plan Administrator may, in its discretion, retain a third party to act as Disbursing Agent.

1.36 "**Disclosure Statement**" shall mean the disclosure statement, as amended, supplemented, or modified from time to time, that is embodied within the Combined Disclosure Statement and Plan and distributed in accordance with, among others, Bankruptcy Code sections 1125, 1126(b), and 1145, Bankruptcy Rule 3018 and other applicable law.

1.37 "**Disputed**" shall mean any Claim or Interest which has not yet been Allowed or Disallowed in accordance with the terms of the Bankruptcy Code, the Bankruptcy Rules and the Combined Disclosure Statement and Plan.

1.38 "**Disputed Claim Reserve**" shall mean the reserve established and maintained by the Plan Administrator for payment of Disputed Claims in an amount equal to the amount of Cash that Holders of Disputed Claims would be entitled to under the Combined Disclosure Statement and Plan if such Disputed Claims were Allowed Claims in the amount of such Disputed Claims, or such other amount as may be ordered by the Bankruptcy Court, *provided*, *however*, no reserve shall be required for any contingent or unliquidated claim by the Former Officers and Directors pursuant to the terms of the Debtors' respective certificates of incorporation or bylaws unless and until an actual liability is determined against such persons.

1.39 "**Distribution**" shall mean a delivery of Cash by the Disbursing Agent to the Holders of Allowed Claims pursuant to the Combined Disclosure Statement and Plan.

1.40 "**Distribution Date**" shall mean the date on which a Distribution is made pursuant to the Combined Disclosure Statement and Plan.

1.41 “**Distribution Proceeds**” shall mean all Cash realizable from the Assets after payment in full or satisfaction of the (i) Unclassified Claims and (ii) the payment of, and reserving for, Expenses in accordance with the Combined Disclosure Statement and Plan.

1.42 “**Distribution Record Date**” shall mean the date established for determining the Holders of Allowed Claims or Allowed Interests entitled to Distributions pursuant to the Combined Disclosure Statement and Plan, which shall be the Effective Date, or such other date established in the Confirmation Order.

1.43 “**Effective Date**” shall mean the first Business Day after the later of the date on which (a) all conditions in Article XIII of the Combined Disclosure Statement and Plan have been satisfied or waived in accordance with that Article and (b) no stay of the Confirmation Order is in effect. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

1.44 “**Effective Date Notice**” shall mean the notice of the occurrence of the Effective Date.

1.45 “**Entity**” shall have the meaning ascribed to such term in Bankruptcy Code section 101(15).

1.46 “**Estates**” shall mean the Debtors’ estates created by Bankruptcy Code section 541 upon the commencement of the Chapter 11 Cases on the Petition Date.

1.47 “**Exculpated Parties**” shall mean, in each of their capacities as such, (a) the Debtors, (b) the Committee and its members, and (c) current directors and officers acting in any fiduciary capacity, who served between the Petition Date and the Effective Date and (d) the retained professionals, financial advisors, accountants, and attorneys as applicable, of the Debtors and the Committee.

1.48 “**Executory Contract**” shall mean a contract or unexpired lease to which either of the Debtors is a party that is subject to assumption or rejection under Bankruptcy Code section 365.

1.49 “**FFE**” shall mean the Debtors’ remaining furniture, fixtures and equipment, including the Assets excluded from the Sale.

1.50 “**File,” “Filed,”** or **“Filing**” shall mean, respectively, file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

1.51 “**Final Administrative Claim Bar Date**” shall mean the date that is thirty (30) days after the date the Effective Date Notice is Filed.

1.52 “**Final Distribution**” shall mean the final Distributions to Holders of Allowed Claims.

1.53 “**Final Order**” shall mean an unstayed order, ruling or judgment of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for certiorari, or request for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending, or as to which any right to appeal, petition for certiorari, reargument, or rehearing shall have been waived in writing in form and substance satisfactory to the Debtors (prior to the Effective Date) or the Plan Administrator (on or after the Effective Date), or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, reargument or rehearing shall have been denied and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be Filed with respect to such order, shall not cause such order not to be a Final Order.

1.54 "**First Day Declaration**" shall mean the *Declaration of David M. Baker in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 11].

1.55 **"Former Officers & Directors"** shall mean the officers and directors of the Debtors who were not serving in the capacity as an officer or director of any Debtor as of the Petition Date.

1.56 "**General Unsecured Claim**" means any Claim against a Debtor that (i) is not entitled to priority under the Bankruptcy Code or an order of the Bankruptcy Court and (ii) is not an Other Secured Claim, Priority Non-Tax Claim, Secured Claim, Subordinated Claim, Unclassified Claim or an Interest.

1.57 "**Governmental Unit"** shall have the meaning ascribed to such term in Bankruptcy Code section 101(27).

1.58 "**Holder**" shall mean any Entity holding a Claim or Interest.

1.59 "**Impaired**" shall mean, when used in reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of Bankruptcy Code section 1124.

1.60 "**Impaired Class**" shall mean a Class of Claims or Interests that is Impaired.

1.61 "**Insurance Contract**" shall mean all insurance policies that have been issued at any time to or provide coverage to the Debtors and their Related Parties and all agreements, documents or instruments relating thereto.

1.62 "**Insurer**" shall mean any company or other entity that issued an Insurance Contract, any third-party administrator, and any respective predecessors and/or Affiliates thereof.

1.63 "**Intercompany Claim**" shall mean any Claim by a Debtor against another Debtor, subject to the limitations set forth in Section 9.1 hereof.

1.64 "**Interests**" shall mean the legal interests, equitable interests, contractual interests, equity interests or ownership interests, or other rights of any Entity in the Debtors, including all equity securities (as defined in section 101(15) of the Bankruptcy Code), capital stock, stock certificates, common stock, preferred stock, partnership interests, limited liability company or membership interests, rights, treasury stock, options, warrants, contingent warrants, convertible or exchangeable securities, investment securities, subscriptions or other agreements and contractual rights to acquire or obtain such an interest or share in the Debtors, partnership interests in the Debtors' stock appreciation rights, conversion rights, repurchase rights, redemption rights, dividend rights, preemptive rights, subscription rights and liquidation preferences, puts, calls, awards or commitments of any character whatsoever relating to any such equity, common stock, preferred stock, ownership interests or other shares of capital stock of the Debtors or obligating the Debtors to issue, transfer or sell any shares of capital stock whether or not certificated, transferable, voting or denominated "stock" or a similar security.

1.65 "**Internal Revenue Code**" shall mean the United States Internal Revenue Code 1986, as amended.

1.66 "**IRS**" shall mean the Internal Revenue Service.

1.67 "**Liabilities**" shall mean any and all costs, expenses, damages, losses, penalties, fines, judgments, Claims, Liens, obligations, demands, injuries, settlements, awards, fines, taxes, fees, indebtedness, or other liabilities of any nature, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, liquidated or Unliquidated, matured or not matured, Contingent or direct, whether arising at common law, in equity, or under any statute, based in whole or in part on any act or omission or other occurrence arising or taking place prior to the Effective Date.

1.68 "**Lien**" shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

1.69 "**Local Rules**" shall mean the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

1.70 "**Net Proceeds of FFE Sale**" shall mean the proceeds of the liquidation of the FFE, less the customary and documented direct fees and costs associated with such sale, including without limitation auction fees and expenses.

1.71 "**Notice, Claims and Balloting Agent**" means Stretto, Inc.

1.72 "**Objection**" shall mean any objection, application, motion, complaint, or any other legal proceeding seeking, in whole or in part, to disallow, determine, liquidate, classify, reclassify, establish the priority of, expunge, subordinate or estimate any Claim (including any Administrative Claim).

1.73 "**Other Secured Claim**" shall mean any Secured Claim other than the claims of Bank of America, N.A., Banc of America Leasing & Capital, LLC and/or Northfield Savings Bank.

1.74 "**Penalty Claim**" shall mean any Claim for a fine, penalty, or forfeiture, or for multiple, exemplary, or punitive damages, arising before the Petition Date, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the Holder of such Claim as set forth in section 726(a)(4) of the Bankruptcy Code.

1.75 "**Permitted Investments**" shall mean (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than twelve months from the date of acquisition, (ii) dollar denominated time deposits and certificates of deposit in any domestic commercial bank of recognized standing having capital and surplus in excess of $500,000,000, and (iii) money market mutual funds (as defined in Rule 2(a).7 of the Investment Company Act of 1940) registered under the Investment Company Act of 1940, as amended, that are administered by reputable financial institutions having capital of at least $500,000,000.

1.76 "**Petition Date**" shall mean June 20, 2025, the date on which the Debtors commenced their Chapter 11 Cases in the Bankruptcy Court.

1.77 "**Plan Administrator**" shall mean the Individual or Entity designated by the Committee in consultation with the Debtors, as of the Effective Date or as soon as reasonably practicable thereafter, as the fiduciary responsible for administering the Combined Disclosure Statement and Plan, and any successor subsequently appointed pursuant thereto. The Plan Administrator shall be selected by the Committee and be reasonably acceptable to the Debtors. The identity of the Plan Administrator shall be disclosed in the Plan Supplement.

1.78 "**Plan Supplement**" shall mean the ancillary documents necessary to the implementation and effectuation of the Combined Disclosure Statement and Plan, which shall be Filed on or before the date that is seven (7) days prior to the Voting Deadline, *provided*, *however*, that the Debtors shall have the right to amend documents contained in, and exhibits to, the Plan Supplement.

1.79 "**Preference Actions**" shall mean any right, claim, or Cause of Action of the Debtors arising under Bankruptcy Code section 547, or any similar action arising under applicable non-bankruptcy law.

1.80 "**Priority Non-Tax Claim**" shall mean any and all Claims accorded priority in right of payment under Bankruptcy Code section 507(a), other than Priority Tax Claims and Administrative Claims.

1.81 "**Priority Tax Claim**" shall mean a Claim or a portion of a Claim for which priority is asserted under Bankruptcy Code section 507(a)(8).

1.82 "**Professional**" shall mean an Entity employed pursuant to a Final Order in accordance with Bankruptcy Code sections 327, 328, 333, 363, and 1103 and to be compensated for services rendered prior to the Confirmation Date, pursuant to Bankruptcy Code sections 327, 328, 329, 330, and 331, or for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to Bankruptcy Code section 503(b)(4).

1.83 “**Professional Fee Claims**” shall mean all fees and expenses (including but not limited to, transaction fees and success fees) for services rendered by Professionals in connection with the Chapter 11 Cases from the Petition Date through and including the Effective Date.

1.84 “**Professional Fee Claims Bar Date**” shall mean the deadline for Filing all applications for Professional Fee Claims, which shall be forty-five (45) days after the Effective Date Notice is Filed.

1.85 “**Professional Fee Claims Reserve**” means the reserve established by the Debtors and maintained pursuant to the terms of this Combined Disclosure Statement and Plan to be distributed to holders of Allowed Professional Fee Claims.

1.86 “**Purchased Assets**” shall mean all Assets purchased by the Purchaser pursuant to the Asset Purchase Agreement as approved by the Sale Orders.

1.87 “**Purchaser**” shall mean Gardens Alive, Inc. and its permitted designees, successors and assigns.

1.88 “**Related Parties**” shall mean any officer, director, agent, attorney, advisor, employee, professional, partner (general or limited), direct or indirect parent, Affiliate, member, representative, manager, equity Holder, trustee, executor, predecessor in interest, or successor or assign of any referenced Entity.

1.89 “**Retained Causes of Action**” shall mean all Causes of Actions against third parties, including, without limitation, the rights and claims described in the Plan Supplement, including but not limited to any Claims or Causes of Action covered under the Insurance Policies against former officers, directors, managers, principals, shareholders, direct and indirect equity holders, general partners, limited partners, agents, financial advisors, attorneys, accountants, advisors, investment bankers, consultants, employees, members, representatives and other professionals, in their capacity as such but excluding all Preference Actions and those Causes of Action expressly subject to exculpations provisions of this Plan, including those exculpated pursuant to Section 14.1(b) hereof; *provided, however*, that the Retained Causes of Action shall not include any Purchased Asset.

1.90 “**Revenue Procedure**” shall mean an official statement of a procedure published by the IRS in the Internal Revenue Bulletin.

1.91 “**Sale**” shall mean the sale of substantially all of the Debtors’ Assets to the Purchaser pursuant to the Asset Purchase Agreement and the Sale Order.

1.92 “**Schedules**” shall mean the schedules of assets and liabilities and statements of financial affairs Filed by the Debtors pursuant to Bankruptcy Code section 521 [Case No. 25-11180; Docket Nos. 130-39], as the same may have been or may be amended, modified, or supplemented from time to time.

1.93 “**Secured Claim**” shall mean, pursuant to Bankruptcy Code section 506, that portion of a Claim that is (a) secured by a valid, perfected and enforceable security interest, lien, mortgage, or other encumbrance, that is not subject to avoidance under applicable bankruptcy or non-bankruptcy law, in or upon any right, title or interest of the Debtors in and to property of the Estates, to the extent of the value of the Holder's interest in such property as of the relevant determination date, or (b) Allowed as such pursuant to the terms of the Combined Disclosure Statement and Plan (subject to the Confirmation Order becoming a Final Order). The defined term Secured Claim includes any Claim that is (i) subject to an offset right under applicable law as of the Petition Date, and (ii) a secured claim against the Debtors pursuant to Bankruptcy Code sections 506(a) and 553.

1.94 "**Solicitation Procedures Order**" shall mean that certain *Order (I) Approving the Adequacy of the Disclosure Statement on an Interim Basis, (II) Scheduling a Hearing on Final Approval of the Combined Disclosure Statement and Plan, (III) Approving the Solicitation and Notice Procedures, (IV) Approving the Combined Hearing Notice, and (V) Granting Related Relief*.

1.95 "**Subordinated Claim**" shall mean any (a) Penalty Claim, (b) Securities Law Claim, or (c) other Claim that is subordinated to General Unsecured Claims pursuant to section 510 of the Bankruptcy Code, Final Order of the Bankruptcy Court or otherwise, including any Claims arising from rescission of a purchase or sale of a Security of any Debtor or an Affiliate of any Debtor, which Security is not an Interest, for damages arising from the purchase or sale of such a Security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

1.96 "**Taxes**" shall mean all income, gross receipts, sales, use, transfer, payroll, employment, franchise, profits, property, excise, or other similar taxes, estimated import duties, fees, stamp taxes, and duties, value added taxes, assessments, or similar charges of any kind whatsoever (whether payable directly or by withholding), together with any valid and enforceable interest and any penalties, additions to tax, or additional amounts imposed by any taxing authority of a Governmental Unit with respect thereto.

1.97 "**Treasury Regulations**" shall mean the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Internal Revenue Code. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final Treasury Regulations.

1.98 "**Unclassified Claims**" shall mean all Administrative Claims (including Professional Fee Claims) and Priority Tax Claims.

1.99 "**Unimpaired**" shall mean, when used in reference to a Claim or Interest, any Claim or Interest that is not impaired within the meaning of Bankruptcy Code section 1124.

1.100 "**Unliquidated**" shall mean, with reference to a Claim, a Claim, the amount of Liability for which has not been fixed, whether pursuant to agreement, applicable law, or otherwise, as of the date on which such Claim is asserted or sought to be estimated.

1.101 "**U.S. Trustee**" shall mean the office of the United States Trustee for the District of Delaware.

1.102 "**U.S. Trustee Fees**" shall mean fees payable pursuant to 28 U.S.C. § 1930 and any interest accruing thereon pursuant to 31 U.S.C. § 3717.

1.103 "**Voting Agent**" shall mean Stretto, Inc.

1.104 "**Voting Deadline**" shall mean **January 10, 2026 at 11:59 p.m. (prevailing Eastern Time)**, which is the date and time by which Ballots to accept or reject the Combined Disclosure Statement and Plan must be received to be counted, as established by the Solicitation Procedures Order.

1.105 "**WARN Act**" means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§ 2101 *et seq.*

Rules of Interpretation

1.106 For purposes of the Combined Disclosure Statement and Plan, except as expressly provided or unless the context otherwise requires, (a) any capitalized term used in the Combined Disclosure Statement and Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable, (b) whenever the context requires, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine, or neuter shall include the masculine, feminine and the neuter, (c) any reference in the Combined Disclosure Statement and Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (d) any reference in the Combined Disclosure Statement and Plan to an existing document or exhibit means such document or exhibit as it may be amended, modified, or supplemented from time to time, (e) unless otherwise specified, all references in the Combined Disclosure Statement and Plan to sections, articles, schedules, and exhibits are references to sections, articles, schedules, and exhibits of or to the Combined Disclosure Statement and Plan, (f) the words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Combined Disclosure Statement and Plan in its entirety rather than to any particular paragraph, subparagraph, or clause contained in the Combined Disclosure Statement and Plan, (g) captions and headings to articles and sections are inserted for convenience of reference only and shall not limit or otherwise affect the provisions hereof or the interpretation of the Combined Disclosure Statement and Plan, and (h) the rules of construction set forth in Bankruptcy Code section 102 and in the Bankruptcy Rules shall apply.

Relief Sought by Filing the Combined Disclosure Statement and Plan

1.107 The filing of the Combined Disclosure Statement and Plan constitutes, among other things, a motion by the Debtors for substantive consolidation of the Debtors' Estates, as set forth in Section 9.1 hereof.

Reference to Monetary Figures

1.108 All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS AND ESTIMATED RECOVERIES

THE PROJECTED RECOVERIES SET FORTH IN THE CHART BELOW ARE ESTIMATES ONLY AND ARE THEREFORE SUBJECT TO CHANGE.

2.1 Classification. The Combined Disclosure Statement and Plan groups the Debtors together solely for the purposes of describing treatment under the Combined Disclosure Statement and Plan, Confirmation of the Combined Disclosure Statement and Plan, and making Distributions in accordance with the Combined Disclosure Statement and Plan in respect of Claims against and Interests in the Debtors under the Combined Disclosure Statement and Plan. The Combined Disclosure Statement and Plan contemplates a substantive consolidation of the Debtors' Estates. A Holder of a Claim against more than one Debtor on a theory of joint and several liability shall only be entitled to a single recovery in Distribution. For brevity and convenience, the classification and treatment of Claims and Interests have been arranged into one chart. Such classification shall not affect any Debtor's status as a separate legal Entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets.

The information in the chart below is provided in summary form for illustrative purposes only and is subject to material change based on certain contingencies, including those related to the claim reconciliation process. Actual recoveries may widely vary within these ranges, and any changes to any of the assumptions underlying these amounts could result in material adjustments to recovery estimates provided herein and/or the actual Distribution received by Creditors. The projected recoveries are based on information available to the Debtors as of the date hereof and reflect the Debtors' estimates as of the date hereof only. In addition to the cautionary notes contained elsewhere in the Combined Disclosure Statement and Plan, it is underscored that the Debtors make no representation as to the accuracy of these recovery estimates. The Debtors expressly disclaim any obligation to update any estimates or assumptions after the Solicitation Date on any basis (including new or different information received and/or errors discovered).

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim or Interest is also placed in a particular Class for the purpose of receiving Distributions pursuant to the Combined Disclosure Statement and Plan only to the extent that such Claim or Interest is an Allowed Claim in that Class and such Claim or Interest has not been paid, released, or otherwise settled prior to the Effective Date.

All Claims and Interests, except Administrative Claims, Professional Fee Claims, and Priority Tax Claims, are placed in the Classes set forth below. In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims (including Professional Fee Claims) and Priority Tax Claims, as described herein, have not been classified, and the respective treatment of such

Unclassified Claims is set forth below in Article VI of the Combined Disclosure Statement and Plan.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and Distribution pursuant to the Combined Disclosure Statement and Plan and pursuant to Bankruptcy Code sections 1122 and 1123(a)(1). The following chart provides a summary of treatment of each Class of Claims and an estimate of the recoveries for each Class of Claims. The prepetition secured claims of Bank of America, N.A., Banc of America Leasing & Capital, LLC and/or Northfield Savings Bank were settled and satisfied from the net proceeds of the Sale of substantially all of the Debtors' assets and they no longer have claims in the Chapter 11 Cases. The treatment provided in the chart below is for information purposes only and is qualified in its entirety by Article VII of the Combined Disclosure Statement and Plan.

Class	**Designation**	**Impairment**	**Entitled to Vote Subject to Rule 3018 / estimated recover**
1	Other Secured Claims	Unimpaired	No (Deemed to accept) 100%
2	Priority Non-Tax Claims	Unimpaired	No (Deemed to accept) 100%
3	General Unsecured Creditors	Impaired	Yes 2 to 5%
4	Equity Interests	Impaired	No (Deemed to reject)

ARTICLE III
BACKGROUND AND DISCLOSURES

3.1 General Background (as of the Petition Date).[3]

(a) *The Debtors' Business and Corporate Structure.*

America's Gardening Resources, Inc, ("AGR"), together with its affiliates (collectively, the "Company"), is a multi-channel marketer of gardening products and equipment, as well as live goods for gardeners throughout the United States. The Company also manufactures its own products, which are sold as part of its retail line. The Company operates its business from its headquarters in Burlington, Vermont, as well as several garden, warehouse, and retail facilities located across Vermont, New Hampshire, and Massachusetts.

AGR, a corporation organized under the laws of the State of Delaware, is the primary operating company for the Company's direct-to-consumer business, which consists of quality garden tools, soil improvement products, and other products. AGR is the direct parent company of each of the other Debtors, with none of the other Debtors owning an equity stake in each of the others. AGR is owned as an Employee Stock Ownership Plan ("ESOP"). As an ESOP, the ESOP Trust owns 100% of the equity of the Debtors, and the employees are the beneficiaries of the trust.

Innovative Gardening Solutions, Inc. ("IGS") operates the Company's main retail, catalog, and internet businesses (www.gardeners.com), including for purposes of the direct-to-consumer products described above. Serac Corporation ("Serac") is the Company's manufacturing entity and produces approximately 150 of the products the Company offers. Serac performs light manufacturing and assembly of unique company products, which are shipped from the Serac facility. IGH, Inc. ("IGH") is an inactive, wholly-owned subsidiary of AGR that previously operated the Company's wholesale division.

Gardener's Home LLC ("Gardener's Home") owns the Company's headquarters at 128 Intervale Road, Burlington, Vermont 05401 (the "Intervale Property"), which was purchased in 1984 and houses the Company's back office, corporate functions, and customer service operations.

(b) *The Debtors' Capital Structure.*

i. *Cash*

As of the Petition Date, the Debtors had approximately $4.0 million in cash and cash equivalents, exclusive of retainers held by the Debtors' professionals and deposits held by certain of the Debtors' landlords and vendors.

[3] Additional information regarding the Debtors' business, assets, capital structure, and the circumstances leading to the filing of the Chapter 11 Cases is set forth in detail in the First Day Declaration, and all parties are encouraged to review the First Day Declaration in its entirety.

ii. *Bank of America – Line of Credit (Secured Debt)*

Bank of America, N.A. (the "LOC Lender") made a line of credit loan in the original principal amount of $7,000,000.00 (the "$7M LOC") to AGR, Serac, IGH and IGS (collectively, the "BofA Borrowers") pursuant to the Amended and Restated Loan Agreement dated June 30, 2020, between the LOC Lender and BofA Borrowers (together with any amendments and/or modifications thereto).

Gardener's Home guaranteed the $7M LOC pursuant to a Continuing and Unconditional Guaranty dated October 16, 2025, by Gardener's Home in favor of the LOC Lender (the "Gardener's Home Guaranty"). To secure the Gardener's Home Guaranty, Gardener's home executed and delivered to the LOC Lender a Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, dated October 16, 2024 and recorded with the Clerk of Chittenden County on November 26, 2024, in Book 1763, Page 233 (the "Mortgage"), granting the LOC Lender a second priority lien on and security interest in the real property owned by Guarantor and located at 128 Intervale Road, Burlington, Vermont 05401 (the "Intervale Property").

The $7M LOC was secured by a first priority security interest in and lien on substantially all of BofA Borrowers' business assets as further described in (i) a Security Agreement dated June 29, 2007 by the BofA Borrowers in favor of the LOC Lender, (ii) a Security Agreement dated April 25, 2014 by IGH in favor of the LOC Lender, and (iii) a Ratification of Security Agreements dated June 30, 2020 by the BofA Borrowers in favor of the LOC Lender. The $7M LOC was settled and paid off through the Sale.

iii. *Banc of America Leasing & Capital LLC – Equipment Loan (Secured Debt)*

On or about December 8, 2009, AGR and Banc of America Leasing & Capital, LLC ("Equipment Lender", together with LOC Lender, "BofA") entered into a Master Loan and Security Agreement Number 20661-70000 (as amended, supplemented, restated, extended and/or renewed, the "Equipment Loan Agreement").

Pursuant to the Equipment Loan Agreement, the Equipment Lender and AGR subsequently entered into a certain Equipment Security Note Number 70004 dated January 26, 2023 ("Equipment Note"), pursuant to which Equipment Lender made an equipment loan to AGR in the original principal amount of $1,039,059.08 (the "Equipment Loan") secured by specific equipment identified in the Equipment Note (the "Equipment") and the rents, profits and proceeds thereof (together with the Equipment, the "Equipment Collateral"). The debt evidenced by the Equipment Loan Agreement was settled and paid off through the Sale.

iv. *Bank of America – Credit Card Loan*

In addition to the LOC Loan Agreement and the Equipment Loan Agreement, AGR and BofA entered into a Corporate Card Services Agreement, dated April 30, 2019 (the "Card Agreement" and, together with the LOC Loan Agreement and Equipment Loan Agreement, the "BofA Loan Agreements"), pursuant to which BofA provided AGR with a revolving credit card loan with a current maximum principal amount of $1,500,000, which was subsequently reduced to a maximum principal amount of $750,000. The debt evidenced by the Corporate Card Services Agreement was settled and paid off through the Sale.

v. *Northfield Savings Bank*

AGR and Gardener's Home were indebted to Northfield Savings Bank pursuant to (i) a Commercial Real Estate Term Loan dated December 19, 2017 of $1,094,295.29; (ii) a second Commercial Real Estate Term Loan dated December 19, 2017 of $790,354.15; (iii) a third Commercial Real Estate Term Loan dated February 2, 2020 of $399,633.97; (iv) a fourth Commercial Real Estate Term Loan dated December 19, 2023 of $409,270.26; and (v) a fifth Commercial Real Estate Term Loan dated April 26, 2024 of $449,397.98 (collectively, the "NSB Prepetition Indebtedness").

The NSB Prepetition Indebtedness was secured by (i) a first priority lien on the Intervale Property and (ii) subordinate liens on substantially all of the Debtors' assets. The NSB Prepetition Indebtedness was paid off through the Sale.

vi. *Unsecured Debt*

As of the Petition Date, the Debtors estimated that their consolidated unsecured debt totaled approximately $7,316,129.96, consisting of trade debts.

3.2 Events Leading to Chapter 11

The Debtors' business is highly cyclical because the Debtors primarily offer garden supply products. The Debtors enjoy the "garden season" between March and June of each year, and the "holiday season" between November and December. Between these two "hot" seasons, the Debtors historically funded their businesses with the $7M LOC. During and immediately following the COVID-19 pandemic, the Debtors experienced significant sales and growth. As a result, the Debtors' sales throughout the course of 2020, 2021, and 2022 were higher than anticipated. As a result of these increased sales, particularly in fiscal years 2021 and 2022, the stock price valuation skyrocketed.

As an ESOP, this valuation inured to the benefit of the Debtors' employees—the shareholders. At the same time, several employees with significant tenure retired from their employ with the Debtors, thereby requiring the Debtors to fund the ESOP plan, stock appreciation plan, and warrant plan in order to pay the retirees. A drawback to an ESOP-owned company is that they incorporate higher than typical annual reporting, compliance, valuation, and audit costs. The retirement payments, though set to be paid over five (5) years, caused significant liquidity issues for the Debtors at the time and for its future projections to pay out the retirement obligations in coming years.

In fiscal years 2023 and 2024, the Debtors' sales returned to normal. On the heels of this, the Company also invested in numerous one-time systems and process improvements, including a critical transition to a new Enterprise Resource System ("ERP") to eliminate the inefficiencies and costs the Company incurred by maintaining two separate systems. ERP cost approximately

$500,000 to implement. In November 2023, AGR launched a new platform on NetSuite, transitioning to a new cloud-based website, and adopting Braintree as its payment processor.

These additions did not go smoothly because the new systems and processes, and the implementation of the ERP, resulted in customer fulfillment issues, which collectively depressed revenue by $5.0 to $10.0 million. The trailing result of these issues was an overleveraged balance sheet. In the third quarter of 2023, AGR fell out of compliance with BofA due to underperformance against its demand plan for the 2023 season and higher-than-planned operating expenses.

The Debtors' new Warehouse Management System caused significant delays during peak season, with over 60% of customer orders in May 2024 being delayed by 15-30 days. In July 2024, the Debtors changed their training and leadership teams to address the ongoing issues. At that time, AGR was operating under a forbearance agreement with BofA on account of the Debtors' financial shortfalls under the $7M LOC.

Despite the Company's leadership changes and organizational investments, continued market softness and seasonal underperformance precluded AGR from exiting the $7M LOC in the second quarter of 2024, which was a key condition to BofA's forbearance. This failure precipitated the third forbearance agreement, which expired on June 29, 2025.

BofA elected to pull the Company's access under the $7M LOC based on their assessment that cash generated during the pandemic surge—when AGR's ESOP-fueled share price tripled—was primarily paid out as equity to shareholders. Since then, business performance has declined to pre-pandemic levels—or lower—resulting in diminished cash reserves and increased financial strain.

In response to these and other ongoing operational and financial challenges, the Company undertook a series of strategic actions aimed at stabilizing the businesses and positioning the Company for long-term sustainability. These efforts focused on both cost containment and revenue improvement, including:

(a) Expense Reduction: Implementation of targeted cost-cutting measures, including significant reductions in staffing, to right-size operations and align expenses with current revenue levels.

(b) Marketing Enhancement: A new external marketing firm was engaged to improve customer acquisition, retention, and overall brand performance.

(c) Logistics Optimization: Shipping contracts were renegotiated to reduce costs and improve delivery efficiency.

(d) SKU rationalization: Targeting the Company's assortment of drivers of demand and cutting unprofitable assortment.

(e) Capital Strategy: Recognizing the business was undercapitalized, leadership initiated a process to explore opportunities for bringing in new capital to strengthen the financial foundation and support future growth.

Despite these measures, it became clear to the Company's management, that—in order to right-size the Company and ensure that its creditors and other stakeholders were able to maximize value—the Company needed to engage in a sale process, whether in or outside of chapter 11.

3.3 The Chapter 11 Cases

(a) *Generally*

As set forth above, on the Petition Date, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The commencement of the Chapter 11 Cases created Estates that are comprised of all of the legal and equitable interests of the Debtors as of that date. The Bankruptcy Code provides that the Debtors may continue to operate their business and remain in possession of their property as a "debtors in possession." From the Petition Date and through the closing of the Sale, the Debtors continued to operate their business and manage their properties as debtors and debtors in possession.

On July 2, 2025, the U.S. Trustee appointed the Committee. The Committee was initially comprised of Prides Corner Farms, Inc., Jolly Farmer Products US Inc., Arrett Sales Corp., Pleasant View Gardens, Inc., Overdevest Nurseries, LP, Green Mountain Mulch, and Greenes Fence Company. No trustee or examiner has been appointed in the Chapter 11 Cases.

The filing of the Debtors' bankruptcy petitions on the Petition Date triggered the immediate imposition of the automatic stay under section 362 of the Bankruptcy Code, which, with limited exceptions, enjoined all collection efforts and actions by Creditors, the enforcement of Liens against property of the Debtors and both the commencement and the continuation of prepetition litigation against the Debtors. With certain limited exceptions and/or modifications as permitted by order of the Bankruptcy Court, the automatic stay will remain in effect from the Petition Date until the Effective Date of this Combined Disclosure Statement and Plan.

(b) *"First Day" Motions and Related Applications*

Commencing on the Petition Date, the Debtors filed the following "first-day" motions and applications designed to ease the Debtors' transition into chapter 11, maximize the value of the Assets, and minimize the effects of the commencement of the Chapter 11 Cases:

- *Motion of the Debtors and Debtors-In-Possession for Entry of An Order (i) Directing Joint Administration of Chapter 11 Cases and (ii) Granting Related Relief (the "Joint Administration Motion") [Docket No. 3]*

- *Motion of the Debtors and Debtors-In-Possession for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefit Programs, and (II) Granting Related Relief (the "Employee Wage Motion") [Docket No. 4]*

- *Motion of the Debtors and Debtors-In-Possession for Entry of Interim and Final Orders (I) Authorizing Continued (A) Use of Existing Cash Management System,* *Bank Accounts and Business Forms and Payment of Related Prepetition Obligations and (B) Performance of Intercompany Transactions in the Ordinary Course of Business, (II) Granting Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (III) Granting Related Relief (the "Cash Management Motion") [Docket No. 5]*

- *Motion of the Debtors and Debtors-In-Possession for Entry of Interim and Final Orders (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Objections by Utility Companies, (III) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Service and (IV) Granting Related Relief (the "Utilities Motion") [Docket No. 6]*

- *Motion of the Debtors and Debtors-In-Possession for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Certain Prepetition Shipping Charges, (II) Authorizing Banks to Honor and Process Checks and Electronic Transfer Requests Related Thereto, and (III) Granting Related Relief (the "Shippers Motion") [Docket No. 7]*

- *Motion of the Debtors and Debtors-In-Possession for Entry of Interim and Final Orders (I) Authorizing the Debtors Use of Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing and (V) Granting Related Relief (the "Cash Collateral Motion") [Docket No. 8]*

On June 24, 2025, the Bankruptcy Court entered orders approving the relief requested in the Employee Wage Motion, Cash Management Motion, Utilities Motion, Shippers Motion on interim bases. *See* Docket Nos. 28-31. On June 25, 2025, the Bankruptcy Court also entered orders approving the Joint Administration Motion and the Cash Collateral Motion. *See* Docket Nos. 39, 42.

On July 14, 2025, the Bankruptcy Court entered orders approving the relief requested in the Employee Wage Motion, Cash Management Motion, Utilities Motion, and Shippers Motion on final bases. See Docket Nos. 79-82.

(c) ***Retention of Professional Advisors***

The Bankruptcy Court authorized the Debtors to retain and employ:

- Stretto, Inc. as claims and noticing agent [Docket No. 83; entered July 14, 2025] and as administrative advisor [Docket No. 192; entered August 26, 2025];

- Cole Schotz P.C. as its their [Docket No. 160; entered August 5, 2025];

- Aurora Management Partners, Inc., and appointing David M. Baker as Chief Restructuring Officer [Docket No. 159; entered August 5, 2025]; and

- Tower Partners, LLC, as investment banker [Docket No. 158; entered August 5, 2025].

The Bankruptcy Court authorized the Committee to retain and employ:

- Gibbons P.C. as its counsel [Docket No. 201; entered September 10, 2025]; and
- Dundon Advisers LLC as its financial advisor [Docket No. 202; entered September 10, 2025].

(d) ***The Sale of Substantially All of the Debtors' Assets***

Prior to the Petition Date, the Company engaged Tower Partners, LLC as its investment banker in order to market the sale of all of the Debtors' assets. Following a robust prepetition marketing process, 51 separate non-disclosure agreements were executed, eight indications of interest were signed, three letters of intent were submitted, and one asset purchase agreement was received.

On the Petition Date, the Debtors filed the *Motion of the Debtors and Debtors-In-Possession for Entry of (I) an Order (A) Authorizing and Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (B) Approving the Debtors' Entry into Stalking Horse Agreement and Related Bidding Protections, (C) Scheduling the Auction and Sale Hearing, (D) Approving the Form and Manner of Notice Thereof, and (E) Granting Related Relief; And (II) an Order (A) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of All Encumbrances; and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases* (the "Bidding Procedures Motion"), which sought to approve bidding procedures, approve stalking horse bid protections, authorize the Debtors to designate a stalking horse bidder, schedule an auction, approve assumption and assignment procedures, schedule a sale hearing, approve the proposed sale and the assumption and assignment of executory contracts and unexpired leases. *See* Docket No. 9. On July 10, 2025, the Bankruptcy Court entered the Bidding Procedures Order,[4] which among other things, authorized the Debtors, to enter into the Stalking Horse Agreement (as defined in the Bidding Procedures Motion) with Gardens Alive, Inc. (the "Stalking Horse Bidder"). *See* Docket No. 63.

The Stalking Horse Agreement provided, *inter alia*, for the sale of substantially all of the Debtors' assets, free and clear of liens, for a purchase price of $9,000,000.00, subject to certain working capital adjustments. The Stalking Horse Agreement provided bid protections to the Stalking Horse Bidder, offering a break-up fee of $360,000.00.

In connection with the Bidding Procedures Motion, on July 10, 2025, the Debtors filed a *Notice of Potential Assumption of Contracts or Unexpired Leases and Cure Amounts*, notifying counterparties to contracts or leases that would be assumed or assigned to the successful purchaser of the Debtors' Assets. *See* Docket No. 68.

[4] Capitalized terms used but not defined in this section have the meanings ascribed to them in the Bidding Procedures Order.

The Bidding Procedures Order fixed July 15, 2025, at 5:00 p.m. (prevailing Eastern Time) as the deadline for the submission of bids for the Assets (the "Bid Deadline"). Other than the Stalking Horse Bidder, no other Qualified Bids were received prior to the Bid Deadline for the Assets, thus, the Stalking Horse Bidder was designated as the Successful Bid and the Auction scheduled for July 18, 2025, was cancelled. *See* Docket No. 104.

On August 4, 2025, the Court entered the *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* (the "Sale Order"), which approved the sale of substantially all of the Debtors' Assets to the Stalking Horse Bidder pursuant to the terms disclosed in the Bidding Procedures Motion. *See* Docket No. 152.

The Sale closed in accordance with the Sale Order and the Asset Purchase Agreement on August 7, 2025. *See* Docket No. 184. The Sale excluded certain aged inventory and inventory with damaged packaging as well as certain racking and FFE at the Debtors' warehouse. The Debtors intend to file motions seeking Court approval of the sale of these remaining assets.

(e) ***Schedules and Bar Dates***

On July 30, 2025, each of the Debtors filed its Schedules [Docket Nos. 130-39]. Among other things, the Schedules set forth the Claims of known or putative Creditors against the Debtors as of the Petition Date, based upon the Debtors' books and records. The Debtors also filed a Motion to Establish Proof of Claim Bar Dates on October 1, 2025 [Docket No. 232] which is set for a hearing on October 20, 2025. The motion requests proof of claim bar dates of November 17, 2025, for creditors and December 17, 2025 for governmental claims.

(f) ***The Wind-Down of the Estates***

Following the Sale, the Debtors are focused principally on winding down their remaining operations, affairs and business. This Combined Disclosure Statement and Plan provides for the Assets, to the extent not Purchased Assets or already liquidated, to be liquidated over time and the proceeds thereof to be distributed to Holders of Allowed Claims in accordance with the terms of the Combined Disclosure Statement and Plan and the treatment of Allowed Claims described more fully herein. The Plan Administrator will effect such liquidation and distributions. After the Effective Date, one or more of the Debtors will continue its corporate existence for Distribution purposes, and the Debtors will be dissolved by the Plan Administrator as soon as is reasonably practicable.

(g) ***Purchaser Responsibility for Certain Claims***

No Holder of a Claim or Claims against the Debtors shall receive a Distribution from the Debtors under this Combined Disclosure Statement and Plan if such obligation was assumed by one of the Purchasers under the Sale Orders and the Asset Purchase Agreement.

ARTICLE IV
CONFIRMATION AND VOTING PROCEDURES

4.1 Confirmation Procedure. **The hearing for conditional approval of the Disclosure Statement is set for December 2, 2025.** The Solicitation Procedures Order, among other things, conditionally approves the Combined Disclosure Statement and Plan for solicitation purposes only and authorizes the Debtors to solicit votes to accept or reject the Combined Disclosure Statement and Plan. **The Confirmation Hearing has been scheduled for January 21, 2026, at 11:00 a.m.** (prevailing Eastern Time) at the Bankruptcy Court to consider (a) final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to Bankruptcy Code section 1125 and (b) Confirmation of the Combined Disclosure Statement and Plan pursuant to Bankruptcy Code section 1129. The Confirmation Hearing may be adjourned from time to time by the Debtors without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing or by Filing a notice with the Bankruptcy Court.

4.2 Procedure for Objections. Any objection to final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to Bankruptcy Code section 1125 or Confirmation of the Combined Disclosure Statement and Plan must be made in writing and Filed with the Bankruptcy Court and served on the Notice Recipients, in each case, by no later than **January 10, 2026 at 11:59 p.m.** (prevailing Eastern Time). Unless an objection is timely Filed and served, it may not be considered by the Bankruptcy Court at the Confirmation Hearing.

4.3 Requirements for Confirmation. The Bankruptcy Court will confirm the Combined Disclosure Statement and Plan only if it meets all the applicable requirements of Bankruptcy Code section 1129. Among other requirements, the Combined Disclosure Statement and Plan (i) must be accepted by all Impaired Classes of Claims or Interests or, if rejected by an Impaired Class, the Combined Disclosure Statement and Plan must not “discriminate unfairly” against, and be “fair and equitable” with respect to, such Class; and (ii) must be feasible. The Bankruptcy Court must also find that: (i) the Combined Disclosure Statement and Plan has classified Claims and Interests in a permissible manner; (ii) the Combined Disclosure Statement and Plan complies with the technical requirements of chapter 11 of the Bankruptcy Code; and (iii) the Combined Disclosure Statement and Plan has been proposed in good faith.

4.4 Classification of Claims and Interests

Bankruptcy Code section 1123 provides that a plan must classify the claims and interests of a debtor’s creditors and equity interest holders. In accordance with Bankruptcy Code section 1123, the Combined Disclosure Statement and Plan divides Claims and Interests into Classes and sets forth the treatment for each Class (other than those claims which pursuant to Bankruptcy Code section 1123(a)(1) need not be and have not been classified). The Debtors also are required, under Bankruptcy Code section 1122, to classify Claims and Interests into Classes that contain Claims or Interests that are substantially similar to the other Claims or Interests in such Class.

The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the claim holder or interest holder agrees to a less favorable treatment of its claim or interest. The Debtors believe that the Combined Disclosure Statement and Plan complies with such standard. If the Bankruptcy Court finds otherwise, however, it could deny Confirmation of the Combined Disclosure Statement and Plan if the Holders of Claims or Interests affected do not consent to the treatment afforded them under the Combined Disclosure Statement and Plan.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim also is placed in a particular Class for the purpose of receiving Distributions pursuant to the Combined Disclosure Statement and Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

The Debtors believe that the Combined Disclosure Statement and Plan has classified all Claims and Interests in compliance with the provisions of Bankruptcy Code section 1122 and applicable case law. It is possible that a Holder of a Claim or Interest may challenge the Debtors' classification of Claims or Interests and that the Bankruptcy Court may find that a different classification is required for the Combined Disclosure Statement and Plan to be confirmed. If such a situation develops, the Debtors intend, in accordance with the terms of the Combined Disclosure Statement and Plan, to make such permissible modifications to the Combined Disclosure Statement and Plan as may be necessary to permit its Confirmation. Any such reclassification could adversely affect Holders of Claims by changing the composition of one or more Classes and the vote required of such Class or Classes for approval of the Combined Disclosure Statement and Plan.

EXCEPT AS SET FORTH IN THE COMBINED DISCLOSURE STATEMENT AND PLAN, UNLESS SUCH MODIFICATION OF CLASSIFICATION MATERIALLY ADVERSELY AFFECTS THE TREATMENT OF A HOLDER OF A CLAIM AND REQUIRES RE-SOLICITATION, ACCEPTANCE OF THE COMBINED DISCLOSURE STATEMENT AND PLAN BY ANY HOLDER OF A CLAIM PURSUANT TO THIS SOLICITATION WILL BE DEEMED TO BE A CONSENT TO THE COMBINED DISCLOSURE STATEMENT AND PLAN'S TREATMENT OF SUCH HOLDER OF A CLAIM REGARDLESS OF THE CLASS AS TO WHICH SUCH HOLDER ULTIMATELY IS DEEMED TO BE A MEMBER.

The amount of any Impaired Claim that ultimately is Allowed by the Bankruptcy Court may vary from any estimated Allowed amount of such Claim and, accordingly, the total Claims that are ultimately Allowed by the Bankruptcy Court with respect to each Impaired Class of Claims may also vary from any estimates contained herein with respect to the aggregate Claims in any Impaired Class. Thus, the actual recovery ultimately received by a particular Holder of an Allowed Claim may be adversely or favorably affected by the aggregate amount of Claims Allowed in the applicable Class. Additionally, any changes to any of the assumptions underlying the estimated Allowed amounts could result in material adjustments to recovery estimates provided herein or the actual Distribution received by Creditors. The projected recoveries are based on information available to the Debtors as of the date hereof and reflect the Debtors' views as of the date hereof only.

The classification of Claims and Interests and the nature of Distributions to members of each Class are summarized herein. The Debtors believe that the consideration, if any, provided under the Combined Disclosure Statement and Plan to Holders of Claims reflects an appropriate resolution of their Claims taking into account the differing nature and priority (including applicable contractual subordination) of such Claims and Interests. The Bankruptcy Court must find, however, that a number of statutory tests are met before it may confirm the Combined Disclosure Statement and Plan. Many of these tests are designed to protect the interests of Holders of Claims or Interests who are not entitled to vote on the Combined Disclosure Statement and Plan, or do not vote to accept the Combined Disclosure Statement and Plan, but who will be bound by the provisions of the Combined Disclosure Statement and Plan if it is confirmed by the Bankruptcy Court.

4.5 Impaired Claims or Interests

Pursuant to the provisions of the Bankruptcy Code, only classes of claims or interests that are "impaired" (as defined in Bankruptcy Code section 1124) under a plan may vote to accept or reject such plan. Generally, a claim or interest is impaired under a plan if the holder's legal, equitable, or contractual rights are changed under such plan. In addition, if the Holders of claims or interests in an impaired class do not receive or retain any property under a plan on account of such claims or interests, such impaired class is deemed to have rejected such plan under Bankruptcy Code section 1126(g) and, therefore, such Holders are not entitled to vote on such plan.

Under the Combined Disclosure Statement and Plan, Holders of Claims in each Impaired Class are entitled to vote on the Combined Disclosure Statement and Plan. Under the Combined Disclosure Statement and Plan, Holders of Interests in Class 4 are Impaired and will not receive or retain any property under the Combined Disclosure Statement and Plan on account of such Interests and, therefore, are not entitled to vote on the Combined Disclosure Statement and Plan and instead are deemed to reject the Combined Disclosure Statement and Plan.

ACCORDINGLY, A BALLOT FOR ACCEPTANCE OR REJECTION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN IS BEING PROVIDED TO HOLDERS OF CLAIMS IN EVERY CLASS.

4.6 Confirmation Without Necessary Acceptances; Cramdown

In the event that any impaired class of claims or interests does not accept a plan, a plan proponent nevertheless may move for confirmation of the plan. A plan may be confirmed, even if it is not accepted by all impaired classes, if the plan has been accepted by at least one impaired class of claims, and the plan meets the "cramdown" requirements set forth in Bankruptcy Code section 1129(b). Bankruptcy Code section 1129(b) requires that a court find that a plan (a) "does not discriminate unfairly" and (b) is "fair and equitable," with respect to each non-accepting impaired class of claims or interests. Here, because Holders of Interests in Class 4 are deemed to reject the Combined Disclosure Statement and Plan, the Debtors can seek confirmation of the Combined Disclosure Statement and Plan from the Bankruptcy Court by satisfying the "cramdown" requirements set forth in Bankruptcy Code section 1129(b). The Debtors believe that such requirements are satisfied as set forth herein.

A plan does not "discriminate unfairly" if (a) the legal rights of a nonaccepting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are similar to those of the nonaccepting class and (b) no class receives payments in excess of that which it is legally entitled to receive for its claims or interests. The Debtors believe that, under the Combined Disclosure Statement and Plan, all Impaired Classes of Claims or Interests are treated in a manner that is consistent with the treatment of other Classes of Claims or Interests that are similarly situated, if any, and no Class of Claims or Interests will receive payments or property with an aggregate value greater than the aggregate value of the Allowed Claims or Allowed Interests in such Class. Accordingly, the Debtors believe that the Combined Disclosure Statement and Plan does not discriminate unfairly as to any Impaired Class of Claims or Interests.

The Bankruptcy Code provides a nonexclusive definition of the phrase "fair and equitable." To determine whether a plan is "fair and equitable," the Bankruptcy Code establishes "cramdown" tests for secured creditors, unsecured creditors and equity holders, as follows:

(a) Secured Creditors. Either (i) each impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the "indubitable equivalent" of its allowed secured claim or (iii) the property securing the claim is sold free and clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.

(b) Unsecured Creditors. The Holders of Allowed General Unsecured Claims will receive a pro rata distribution of remaining cash in the Estates after payment of Allowed senior Claims. The distributions to members of this Class depends largely on the successful recovery of funds from the Causes of Actions.

(c) Interests. No Holder of an Interest in Class 4 is entitled to receive any property under the Combined Disclosure Statement and Plan.

As discussed above, the Debtors believe that the Distributions provided under the Combined Disclosure Statement and Plan satisfy the absolute priority rule, where required.

4.7 Feasibility

Bankruptcy Code section 1129(a)(11) requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors (unless such liquidation or reorganization is proposed in the Combined Disclosure Statement and Plan). Inasmuch as the Assets have been, or will be, liquidated and the Combined Disclosure Statement and Plan provides for the Distribution of all of the Cash proceeds of the Assets to Holders of Claims that are Allowed in accordance with the Combined Disclosure Statement and Plan, for purposes of this test, the Debtors have analyzed the ability of the Plan Administrator to meet its obligations under the Combined Disclosure Statement and Plan. Based on the Debtors' analysis, the Plan Administrator will have sufficient assets to accomplish its tasks under the Combined Disclosure Statement and Plan. Therefore, the

Debtors believe that the liquidation pursuant to the Combined Disclosure Statement and Plan will meet the feasibility requirements of the Bankruptcy Code.

4.8 Best Interests Test and Liquidation Analysis

Even if a plan is accepted by the Holders of each class of claims and interests, the Bankruptcy Code requires the Bankruptcy Court to determine that such plan is in the best interests of all Holders of claims or interests that are impaired by that plan and that have not accepted the plan. The "best interests" test, as set forth in Bankruptcy Code section 1129(a)(7), requires a court to find either that all members of an impaired class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to Holders of each impaired class of claims and interests if the debtor was liquidated under chapter 7, a court must first determine the aggregate dollar amount that would be generated from a debtor's assets if its chapter 11 case was converted to a case under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the present value of the distributions from the proceeds of a liquidation of the debtor's unencumbered assets and properties, after subtracting the amounts attributable to the costs, expenses and administrative claims associated with a chapter 7 liquidation, must be compared with the value offered to such impaired classes under the plan. If the hypothetical liquidation distribution to Holders of claims or interests in any impaired class is greater than the distributions to be received by such parties under the plan, then such plan is not in the best interests of the Holders of claims or interests in such impaired class.

The Debtors believe that the "liquidation value" in a hypothetical chapter 7 liquidation would be less than the estimates of the results of the chapter 11 liquidation contemplated by the Combined Disclosure Statement and Plan. The Debtors believe that in a chapter 7 liquidation, there would be additional costs and expenses that the Estates would incur as a result of, inter alia, the appointment of a new party to serve as chapter 7 trustee and the likely retention of new professionals, all of whom would need to expend time and incur expense getting up to speed regarding the Estates and the Claims to be adjudicated. For example, if a chapter 7 trustee were to be appointed in these cases, he or she likely would require considerable time and incur substantial fees and expenses, including a fee for the trustee of approximately 3% of the value of all property distributed in the chapter 7 cases and the fees of the trustee's professionals in analyzing the Debtor's case and assets. The Debtors believe such amounts would exceed the amount of expenses that would be incurred in implementing the Combined Disclosure Statement and Plan and winding up the affairs of the Debtors. Conversion also would likely delay the liquidation process and ultimate distribution of the Assets. The Estates would also be obligated to pay all unpaid expenses incurred by the Debtors during the Chapter 11 Cases (such as compensation for professionals) that are Allowed in the chapter 7 case. In addition, a chapter 7 case would trigger a new bar date for filing claims that would be more than 90 days following conversion of the case to chapter 7. Fed. R. Bankr. P. 3002(c). This raises the prospect of additional claims that were not asserted in the Chapter 11 Cases.

Further, in these Chapter 11 Cases, substantially all of the Debtors' assets already have been liquidated through the Sale Order. The remaining assets include certain FFE that was not included in the Purchased Assets, miscellaneous aged inventory, and refunds of deposits and preferences, which will be liquidated by the CRO based on its business judgment and experience with the Debtors, and distributed pursuant to the terms of the Plan. The Debtors have few other assets that could be liquidated for value by a chapter 7 trustee. Therefore, the Debtors believe that there would be no purpose to converting these Chapter 11 Cases to chapter 7 cases and doing so would bring no benefit to Creditors, while imposing significant additional and unnecessary expenses and delays on the Debtors' Estates – thereby negatively affecting creditor recoveries.

Attached hereto as **Exhibit A** is a hypothetical chapter 7 liquidation analysis, reflecting a greater distribution to creditors pursuant to the Combined Disclosure Statement and Plan than creditors would receive in a hypothetical chapter 7 liquidation. Accordingly, the Debtors believe that Holders of Allowed Claims would receive less than anticipated under the Combined Disclosure Statement and Plan if each of the Chapter 11 Cases were converted to a chapter 7 case, and therefore, the classification and treatment of Claims and Interests in the Combined Disclosure Statement and Plan complies with Bankruptcy Code section 1129(a)(7).

4.9 Acceptance of the Combined Disclosure Statement and Plan

The rules and procedures governing eligibility to vote on the Combined Disclosure Statement and Plan, solicitation of votes, and submission of Ballots are set forth in the Solicitation Procedures Order.

For the Combined Disclosure Statement and Plan to be accepted by an Impaired Class of Claims, a majority in number and two-thirds in dollar amount of the Claims voting in such Class must vote to accept the Combined Disclosure Statement and Plan. At least one Voting Class, excluding the votes of insiders, must actually vote to accept the Combined Disclosure Statement and Plan.

IF YOU ARE ENTITLED TO VOTE ON THE COMBINED DISCLOSURE STATEMENT AND PLAN, YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY MAIL THE BALLOT YOU RECEIVE. PLEASE BE SURE TO COMPLETE ALL BALLOT ITEMS PROPERLY AND LEGIBLY. IF YOU ARE A HOLDER OF A CLAIM ENTITLED TO VOTE ON THE COMBINED DISCLOSURE STATEMENT AND PLAN AND YOU DID NOT RECEIVE A BALLOT, YOU RECEIVED A DAMAGED BALLOT, OR YOU LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THE COMBINED DISCLOSURE STATEMENT AND PLAN OR PROCEDURES FOR VOTING ON THE COMBINED DISCLOSURE STATEMENT AND PLAN, PLEASE CONTACT THE VOTING AGENT BY CALLING 833.852.1947 (TOLL-FREE) OR, IF CALLING FROM OUTSIDE THE UNITED STATES OR CANADA, 949.522.9898 (INTERNATIONAL), OR EMAILING teamagr@stretto.com**. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

ARTICLE V
CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING

THE COMBINED DISCLOSURE STATEMENT AND PLAN AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS SET FORTH BELOW. HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE COMBINED DISCLOSURE STATEMENT AND PLAN SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH IN THE COMBINED DISCLOSURE STATEMENT AND PLAN AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH OR REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE COMBINED DISCLOSURE STATEMENT AND PLAN. THESE FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE COMBINED DISCLOSURE STATEMENT AND PLAN AND ITS IMPLEMENTATION.

5.1 The Plan May Not Be Accepted

The Debtors can make no assurances that the requisite acceptances to the Combined Disclosure Statement and Plan will be received, and the Debtors may need to obtain acceptances to an alternative plan of liquidation for the Debtors, or otherwise, that may not have the support of the Creditors and/or may be required to liquidate the Estates under chapter 7 of the Bankruptcy Code. There can be no assurance that the terms of any such alternative restructuring arrangement or plan would be similar to or as favorable to Creditors as those proposed in the Combined Disclosure Statement and Plan.

5.2 The Plan May Not Be Confirmed

Even if the Debtors receive the requisite acceptances of the Combined Disclosure Statement and Plan, there is no assurance that the Bankruptcy Court, which may exercise substantial discretion as a court of equity, will confirm the Combined Disclosure Statement and Plan. Even if the Bankruptcy Court determined that the Combined Disclosure Statement and Plan and the balloting procedures and results were appropriate, the Bankruptcy Court could still decline to confirm the Combined Disclosure Statement and Plan if it finds that any of the statutory requirements for Confirmation had not been met. Moreover, there can be no assurance that modifications to the Combined Disclosure Statement and Plan will not be required for Confirmation or that such modifications would not necessitate the re-solicitation of votes. If the Combined Disclosure Statement and Plan is not confirmed, it is unclear what distributions Holders of Claims or Interests ultimately would receive with respect to their Claims or Interests in a subsequent plan of liquidation.

If the Combined Disclosure Statement and Plan is not confirmed, the Combined Disclosure Statement and Plan will need to be revised and it is unclear whether a chapter 11 reorganization or liquidation of the Debtors' assets could be implemented and what distribution the Holders of Allowed Claims would receive. If an alternative could not be agreed to, it is possible that the Debtors would have to liquidate their remaining Assets in chapter 7, in which case it is likely that the Holders of Allowed Claims would receive less favorable treatment than they would receive under the Combined Disclosure Statement and Plan. There can be no assurance that the terms of any such alternative would be similar to or as favorable to the Debtors' creditors as those proposed in the Combined Disclosure Statement and Plan.

5.3 Distributions to Holders of Allowed Claims under the Combined Disclosure Statement and Plan May Be Inconsistent with Projections

Projected Distributions are based upon good faith estimates of the total amount of Claims ultimately Allowed and the funds available for Distribution. There can be no assurance that the estimated Claim amounts set forth in the Combined Disclosure Statement and Plan are correct. These estimated amounts are based on certain assumptions with respect to a variety of factors. Both the actual amount of Allowed Claims in a particular Class and the funds available for distribution to such Class may differ from the Debtors' estimates. If the total amount of Allowed Claims in a Class is higher than the Debtors' estimates, or the funds available for distribution to such Class are lower than the Debtors' estimates, the percentage recovery to Holders of Allowed Claims in such Class will be less than projected.

5.4 Reductions to Estimated Creditor Recoveries

The Allowed amount of Claims in any Class could be greater than projected, which, in turn, could cause the amount of distributions to creditors in such Class to be reduced substantially. The amount of cash realized from the liquidation of the Debtors' remaining Assets could be less than anticipated, which could cause the amount of distributions to creditors to be reduced substantially.

5.5 Risks Related to Retained Causes of Action

There is no guarantee that the Plan Administrator will choose to prosecute any of the Retained Causes of Action. Furthermore, to the extent the Plan Administrator determines to prosecute a potential Retained Cause of Action, there is no guarantee as to the success of pursuing such Retained Cause of Action. The success of the Plan Administrator in pursuing any Retained Cause of Action, as well as the expenses incurred in investigating and prosecuting the Retained Causes of Action, may materially affect the recoveries for the Holders of Allowed Claims.

5.6 Objections to Classification of Claims

Bankruptcy Code section 1122 requires that the Combined Disclosure Statement and Plan classify Claims and Interests. The Bankruptcy Code also provides that the Combined Disclosure Statement and Plan may place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests of such Class. The Debtors believe that all Claims and Interests have been appropriately classified in the Combined Disclosure Statement and Plan. To the extent that the Bankruptcy Court finds that a different classification is required for the Combined Disclosure Statement and Plan to be confirmed, the Debtors would seek to (i) modify the Combined Disclosure Statement and Plan to provide for whatever classification might be required for Confirmation and (ii) use the acceptances received from any Holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such Holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such Holder was initially a member, or any other Class under the Combined Disclosure Statement and Plan, by changing the composition of such Class and the vote required for approval of the Combined Disclosure Statement and Plan. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Combined Disclosure Statement and Plan based upon such reclassification. Except to the extent that modification of classification in the Combined Disclosure Statement and Plan requires re-solicitation, the Debtors will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Combined Disclosure Statement and Plan by any Holder of Claims pursuant to this solicitation will constitute a consent to the Combined Disclosure Statement and Plan's treatment of such Holder, regardless of the Class as to which such Holder is ultimately deemed to be a member. The Debtors believe that under the Bankruptcy Rules, it would be required to resolicit votes for or against the Combined Disclosure Statement and Plan only when a modification adversely affects the treatment of the Claim or Interest of any Holder.

The Bankruptcy Code also requires that the Combined Disclosure Statement and Plan provide the same treatment for each Claim or Interest of a particular Class unless the Holder of a particular Claim or Interest agrees to a less favorable treatment of its Claim or Interest. The Debtors believe that the Combined Disclosure Statement and Plan complies with the requirement of equal treatment. To the extent that the Bankruptcy Court finds that the Combined Disclosure Statement and Plan does not satisfy such requirement, the Bankruptcy Court could deny Confirmation of the Combined Disclosure Statement and Plan. Issues or disputes relating to classification and/or treatment could result in a delay in the Confirmation and Consummation of the Combined Disclosure Statement and Plan and could increase the risk that the Combined Disclosure Statement and Plan will not be consummated.

5.7 Failure to Consummate the Combined Disclosure Statement and Plan

The Combined Disclosure Statement and Plan provides for certain conditions that must be satisfied (or waived) prior to the Confirmation Date and for certain other conditions that must be satisfied (or waived) prior to the Effective Date. As of the date of the Combined Disclosure Statement and Plan, there can be no assurance that any or all of the conditions in the Combined Disclosure Statement and Plan will be satisfied (or waived). Accordingly, there can be no assurance that the Combined Disclosure Statement and Plan will be confirmed by the Bankruptcy Court. Further, if the Combined Disclosure Statement and Plan is confirmed, there can be no assurance that the Combined Disclosure Statement and Plan will be consummated.

5.8 Certain Tax Considerations

The following discussion summarizes certain U.S. federal income tax considerations relevant to the implementation of the Combined Disclosure Statement and Plan to the Debtors and to holders of certain Claims. This discussion does not address the U.S. federal income tax consequences to (i) creditors whose Claims are unimpaired or otherwise entitled to payment in full in cash under the Combined Disclosure Statement and Plan, (ii) public entities or Governmental Units, including the U.S. Government, states, municipalities, and Native

American Tribes, or (iii) holders who are deemed to reject the Combined Disclosure Statement and Plan, such as holders of equity interests.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code, Treasury regulations, judicial authorities, published positions of the IRS, and other applicable authorities, all as in effect on the date of this Combined Disclosure Statement and Plan and all of which are subject to change or differing interpretations, possibly with retroactive effect. The U.S. federal income tax consequences of the Combined Disclosure Statement and Plan are complex and subject to significant uncertainties. The Debtors have not requested an opinion of counsel or a ruling from the IRS with respect to any of the tax aspects of the Combined Disclosure Statement and Plan. No assurance can be given that the IRS will not take a position contrary to the description of U.S. federal income tax consequences of the Combined Disclosure Statement and Plan described below.

This discussion does not address non-U.S., state, or local tax consequences of the Combined Disclosure Statement and Plan, nor does it purport to address the U.S. federal income tax consequences of the Combined Disclosure Statement and Plan to special classes of taxpayers (e.g., public entities and Governmental Units (including the U.S. Government, states, municipalities, and Native American Tribes), foreign taxpayers, small business investment companies, regulated investment companies, real estate investment trusts, banks and certain other financial institutions, insurance companies, tax-exempt organizations, retirement plans, individual retirement and other tax-deferred accounts, Holders that are, or hold Claims through, S corporations, partnerships, or other pass-through entities for U.S. federal income tax purposes, persons whose functional currency is not the U.S. dollar, dealers in securities or foreign currency, traders that mark-to-market their securities, persons subject to the alternative minimum tax or the "Medicare" tax on unearned income, persons who use the accrual method of accounting and report income on an "applicable financial statement," and persons holding Claims that are part of a straddle, hedging, constructive sale, or conversion transaction). In addition, this discussion does not address U.S. federal taxes other than income taxes, nor does it address the Foreign Account Tax Compliance Act.

The following discussion generally assumes that the Combined Disclosure Statement and Plan implements the liquidation of the Debtors for U.S. federal income tax purposes, and that all distributions by the Debtors will be taxed accordingly. Additionally, this discussion assumes that (i) the various arrangements to which either of the Debtors is a party will be respected for U.S. federal income tax purposes in accordance with their form and (ii) except if otherwise indicated, the Claims are held as "capital assets" (generally, property held for investment) within the meaning of section 1221 of the Internal Revenue Code.

The following discussion of certain U.S. federal income tax consequences is for general informational purposes only and is not a substitute for careful tax planning and advice based upon a taxpayer's individual circumstances. Each holder of a Claim or Interest is urged to consult its own tax advisor for the U.S. federal, state, local, and other tax consequences applicable under the Combined Disclosure Statement and Plan.

Pursuant to Section 10.12 of the Combined Disclosure Statement and Plan below, except as otherwise required by law (as reasonably determined by the Plan Administrator), distributions in respect of any Allowed Claim shall be allocated first to the principal amount of such Allowed Claim (as determined for U.S. federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any. However, there is no assurance that such allocation would be respected by the IRS for U.S. federal income tax purposes. You are urged to consult your own tax advisor regarding the allocation of consideration received under the Combined Disclosure Statement and Plan, as well as the deductibility of accrued but unpaid interest and the character of any loss claimed with respect to accrued but unpaid interest previously included in gross income for U.S. federal income tax purposes.

(a) ***Withholding Tax Requirements***. All distributions to holders of Allowed Claims under the Combined Disclosure Statement and Plan are subject to any applicable tax withholding, including employment tax withholding. Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable withholding rate (currently 24%). Backup withholding generally applies if (a) the holder fails to furnish its social security number or other taxpayer identification number, (b) furnishes an incorrect taxpayer identification number, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. Holders of Allowed Claims are urged to consult their own tax advisors regarding the Treasury Regulations governing backup withholding and whether the transactions contemplated by the Combined Disclosure Statement and Plan would be subject to these Treasury Regulations.

In addition, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these Treasury Regulations and whether the transactions contemplated by the Combined Disclosure Statement and Plan would be subject to these Treasury Regulations and require disclosure on the holder's tax returns.

THE FOREGOING TAX SUMMARY HAS BEEN PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY. THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE COMBINED DISCLOSURE STATEMENT AND PLAN ARE COMPLEX. NOTHING HEREIN SHALL CONSTITUTE TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS ABOUT THE UNITED STATES FEDERAL, STATE AND LOCAL, AND APPLICABLE FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE COMBINED DISCLOSURE STATEMENT AND PLAN.

ARTICLE VI
TREATMENT OF UNCLASSIFIED CLAIMS

6.1 Administrative Claims. Except as otherwise set forth in this Article VI, on or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Administrative Claim shall receive in exchange for such Allowed Administrative Claim: (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other treatment as to which the Debtors or the Plan Administrator and the Holder of such Allowed Administrative Claim shall have agreed upon in writing.

(a) ***Administrative Claim Bar Date***. Holders of Administrative Claims and Professional Fee Claims, accruing through and including the Effective Date ("Administrative Claims"), shall File with the Bankruptcy Court and serve on the Notice Recipients requests for payment, in writing, together with supporting documents, substantially complying with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, so as to actually be received on or before the Final Administrative Claim Bar Date (as defined herein). The Effective Date Notice shall set forth the Final Administrative Claim Bar Date and shall constitute notice of such Bar Date. Absent further Bankruptcy Court order, any Administrative Claim not Filed by the Administrative Claim Bar Date shall be deemed waived and the Holder of such Administrative Claim shall be forever barred from receiving payment on account thereof. Notably, the Debtors have agreed to resolve the administrative claim of UPS in the amount of $545,674.20 without the need for UPS to file a motion or application by paying UPS $463,823.07 as soon as practicable and agreeing not to object to UPS filing a Proof of Claim seeking an unsecured claim in the amount of $81,851.13 (the 15% reduction).

(b) ***Professional Fee Claims***. All applications for allowance and payment of Professional Fee Claims shall be Filed on or before the Professional Fee Claims Bar Date. If an application for a Professional Fee Claim is not Filed by the Professional Fee Claims Bar Date, such Professional Fee Claim shall be deemed waived and the Holder of such Claim shall be forever barred from receiving payment on account thereof. The Effective Date Notice shall set forth the Professional Fee Claims Bar Date and shall constitute notice of such Bar Date. Objections to any Professional Fee Claims must be Filed and served on the Notice Recipients and the requesting party by no later than twenty-one (21) days after service of the applicable final application for allowance and payment of Professional Fee Claims. Allowed Professional Fee Claims shall be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court upon the earlier of the Effective Date or (ii) five (5) Business Days following the date upon which an order relating to any such Allowed Professional Fee Claim is entered, and in each case, as soon as reasonably practicable. On the Effective Date, the Professional Fee Claims Reserve shall be transferred by the Debtors to the IOLTA account of Cole Schotz P.C. to be held for the distribution of Allowed Professional Fee Claims. Upon entry of a Final Order approving any such application for such Professional Fee Claim, Cole Schotz P.C. shall promptly distribute from the Professional Fee Claims Reserve any unpaid portion of such Allowed Professional Fee Claim (after application of any retainer held by such professional). To the extent that any Cash is remaining in the Professional Fee Claims Reserve after payment in full of all Allowed Professional Fee Claims, Cole Schotz P.C. shall promptly transfer any such Cash to the Plan Administrator and such Cash shall be treated in accordance with the Combined Disclosure Statement and Plan and the Confirmation Order.

(c) ***U.S. Trustee Fees.*** All fees payable on or before the Effective Date, pursuant to United States Code title 28 section 1930, shall be paid in full in Cash by the Debtors on or before the Effective Date. All fees payable after the Effective Date shall be paid in full in cash by the Plan Administrator until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first. Notwithstanding anything to the contrary in the Combined Disclosure Statement and Plan, the U.S. Trustee shall not be required to file a request for Administrative Claims.

6.2 Priority Tax Claims. Within the time period provided in Article X of the Combined Disclosure Statement and Plan, each Holder of an Allowed Priority Tax Claim shall receive in exchange for such Allowed Priority Tax Claim: (i) Cash equal to the amount of such Allowed Priority Tax Claim; or (ii) such other treatment as to which the Debtors and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing.

ARTICLE VII
TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

Unless the Holder of an Allowed Claim and the Debtors or the Plan Administrator agree to a different treatment, each Holder of an Allowed Claim shall receive the following Distributions in accordance with Article X of the Combined Disclosure Statement and Plan:

7.1 Class 1: Other Secured Claims

a. Classification. Class 1 consists of Other Secured Claims against the Debtors. The Debtors do not believe there are any.

b. Impairment and Voting. Class 1 is Unimpaired by the Combined Disclosure Statement and Plan. Holders of Class 1 Claims are conclusively presumed to have accepted the Combined Disclosure Statement and Plan and, therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

c. Treatment. Each Holder of an Allowed Other Secured Claim shall receive in exchange for such Allowed Other Secured Claim: (A) return of the collateral securing such Allowed Other Secured Claim; or (B) Cash equal to the amount of such Allowed Other Secured Claim; or (C) such other treatment which the Debtors or the Plan Administrator and the Holder of such Allowed Other Secured Claim have agreed upon in writing.

7.2 Class 2: Priority Non-Tax Claims

a. Classification. Class 2 consists of Priority Non-Tax Claims against the Debtors.

b. Impairment and Voting. Class 2 is Unimpaired by the Combined Disclosure Statement and Plan. Holders of Class 2 Claims are conclusively presumed to have accepted the Combined Disclosure Statement and Plan and, therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

c. Treatment. Each Holder of an Allowed Priority Non-Tax Claim shall receive in exchange for such Allowed Priority Non-Tax Claim: (A) Cash equal to the amount of such Allowed Priority Non-Tax Claim; or (B) such other treatment which the Debtors or the Plan Administrator and the Holder of such Allowed Priority Non-Tax Claim have agreed upon in writing.

7.3 Class 3: General Unsecured Claims

a. Classification. Class 3 consists of General Unsecured Claims against the Debtors.

b. Impairment and Voting. Class 3 is Impaired by the Combined Disclosure Statement and Plan. Holders of Class 3 Claims are entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

c. Treatment. Each Holder of an Allowed General Unsecured Claim shall receive in exchange for such Allowed General Unsecured Claim: (A) such Holder's pro rata share of the available cash in the Estates; or (B) such other treatment which the Debtors or the Plan Administrator and the Holder of such Allowed General Unsecured Claim have agreed upon in writing. The Debtors believe that the distributions to Holders of Allowed Class 3 Claims is largely dependent upon the monetization of the Causes of Action.

7.4 Class 4 Interests

a. Classification. Class 4 consists of Interests in the Debtors.

b. Impairment and Voting. Class 4 is Impaired by the Combined Disclosure Statement and Plan. Holders of Class 4 Interests are conclusively presumed to have rejected the Combined Disclosure Statement and Plan and, therefore, are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

c. Treatment. On the Effective Date, all Interests shall be canceled and extinguished as of the Effective Date, and owners thereof shall receive no Distribution on account of such Interests.

7.5 Reservation of Rights Regarding Claims and Interests. Except as otherwise explicitly provided in the Combined Disclosure Statement and Plan, nothing shall affect the Debtors', or as successor-in-interest to the Debtors, the Plan Administrator's, rights and defenses, both legal and equitable, with respect to any Claims or Interests, including, but not limited to, all rights with respect to legal and equitable defenses to alleged rights of setoff or recoupment.

ARTICLE VIII
ACCEPTANCE OR REJECTION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN

8.1 Class Entitled to Vote. Because Claims in Class 3 are Impaired and Holders thereof will receive or retain property or an interest in property under the Combined Disclosure Statement and Plan, only Holders of Claims in Class 3 shall be entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

8.2 Acceptance by Impaired Classes of Claims or Interests. In accordance with Bankruptcy Code section 1126(c), and except as provided in Bankruptcy Code section 1126(e), an Impaired Class of Claims shall have accepted the Combined Disclosure Statement and Plan if the Combined Disclosure Statement and Plan is accepted by the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number and amount of the Allowed Claims in such Class that have timely and properly voted to accept or reject the Combined Disclosure Statement and Plan. In accordance with Bankruptcy Code section 1126(d) and except as provided in Bankruptcy Code section 1126(e), an Impaired Class of Interests shall have accepted the Combined Disclosure Statement and Plan if the Combined Disclosure Statement and Plan is accepted by Holders of at least two-thirds (2/3) in amount of the Allowed Interests in such Class that have timely and properly voted to accept or reject the Combined Disclosure Statement and Plan.

8.3 Presumed Acceptance by Unimpaired Classes. Because Holders of Claims in Class 1 and Class 2 are Unimpaired pursuant to Bankruptcy Code section 1126(f), Holders of Claims in Class 1 and Class 2 are deemed to have accepted the Combined Disclosure Statement and Plan, and, therefore, such Holders of Claims are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

8.4 Presumed Rejections by Impaired Classes. Because Holders of Interests in Class 4 are not entitled to receive or retain any property under the Combined Disclosure Statement and Plan, pursuant to Bankruptcy Code section 1126(g), such Holders of Claims or Interests are presumed to have rejected the Combined Disclosure Statement and Plan and are not entitled to vote to accept or reject the Combined Disclosure Statement and Plan.

8.5 Confirmation Pursuant to Bankruptcy Code Section 1129(b). To the extent that any Impaired Class rejects the Combined Disclosure Statement and Plan or is deemed to have rejected the Combined Disclosure Statement and Plan, the Debtors reserve the right to request Confirmation of the Combined Disclosure Statement and Plan, as it may be modified from time to time, under Bankruptcy Code section 1129(b). The Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Combined Disclosure Statement and Plan, the documents submitted in support thereof or any schedule or exhibit, including to amend or modify it to satisfy the requirements of Bankruptcy Code section 1129(b), if necessary.

8.6 Controversy Concerning Impairment. If a controversy arises as to whether any Claim or Interest is Impaired under the Combined Disclosure Statement and Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

8.7 Elimination of Vacant Classes. Any Class of Claims or Interests that does not contain, as of the date of the commencement of the Confirmation Hearing, a Holder of an Allowed Claim or Interest, or a Holder of a Claim temporarily allowed under Bankruptcy Rule 3018, shall be deemed deleted from the Combined Disclosure Statement and Plan for all purposes, including for purposes of determining acceptance of the Combined Disclosure Statement and Plan by such Class under Bankruptcy Code section 1129(a)(8).

ARTICLE IX
IMPLEMENTATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN

9.1 Substantive Consolidation. This Combined Disclosure Statement and Plan provides for the substantive consolidation of the Debtors' Estates, but solely for the purposes of this Combined Disclosure Statement and Plan, including voting on this Combined Disclosure Statement and Plan by the Holders of Claims, Confirmation of the Combined Disclosure Statement and Plan and making any Distributions to Holders of Claims. Accordingly, the Debtors will tabulate each Ballot as a vote to accept or reject the Combined Disclosure Statement and Plan as to each Debtor. In addition, solely for voting, Confirmation and Distribution purposes: (i) all assets and liabilities of the Debtors will be treated as if they were merged, (ii) each Claim against the Debtors will be deemed a single Claim against, and a single obligation of, the Debtors, (iii) any Claims Filed or to be Filed in the Chapter 11 Cases will be deemed single Claims against all of the Debtors, (iv) all Intercompany Claims and all guarantees of any Debtor of the payment, performance, or collection of obligations of any other Debtor shall be eliminated and canceled, (v) all transfers, disbursements and Distributions on account of Claims made by or on behalf of any of the Debtors' Estates hereunder will be deemed to be made by or on behalf of all of the Debtors' Estates, and (vi) any obligation of the Debtors as to Claims will be deemed to be one obligation of all of the Debtors. Holders of Allowed Claims entitled to Distributions under this Combined Disclosure Statement and Plan shall be entitled to their share of assets available for Distribution to such Claim without regard to which Debtor was originally liable for such Claim. Except as set forth herein, such substantive consolidation shall not (other than for purposes related to this Combined Disclosure Statement and Plan) affect the legal and corporate structures of the Debtors.

The Debtors propose substantive consolidation as described herein, and believe that such substantive consolidation to be in the best interests of the Debtors, their Estates and all Holders of Claims because the Debtors each operated distinct functions of one consolidated business enterprise.

Absent the consent of affected creditors, the Debtors will bear the burden at the Confirmation Hearing of establishing a *prima facie* case for the deemed substantive consolidation of their respective Estates. Accordingly, the Debtors will, to the extent necessary, adduce evidence at the Confirmation Hearing to justify the deemed substantive consolidation in accordance with the standards established by applicable case law. Such evidence may include, without limitation, evidence indicating that creditors have dealt with the Debtors as a single, consolidated enterprise, both before and after the Petition Date (as evidenced by, among other things, the fact that substantially all of the Debtors' ordinary course liabilities are paid through

Clarus without recording corresponding intercompany claims). The Debtors believe that there are sufficient factual and legal bases for the proposed substantive consolidation. At the Confirmation Hearing, the Debtors will, if necessary, introduce argument and evidence concerning the following factors, among others, in support of the Combined Disclosure Statement and Plan's substantive consolidation provision:

- The Debtors at all times operated on a consolidated basis without individual reporting of their respective assets and liabilities;

- Prior to the Petition Date, the Debtors did not maintain a separate accounting of assets and liabilities for each Debtor;

- The Debtors do not have any intercompany agreements;

- Efforts to deconsolidate the Debtors' respective assets and liabilities would be burdensome and divert professional resources that are more profitably directed elsewhere, all without meaningfully affecting the distributions received by any class;

- The cost of allocating the Debtors' assets and liabilities, including Intercompany Claims, would require a considerably lengthier process that would delay distributions and require the incurrence of a far greater expense, ultimately decreasing net distributions to creditors; and

- Substantive consolidation promotes administrative efficiency and provides a clear and meaningful benefit to creditors.

9.2 Implementation of the Combined Disclosure Statement and Plan. The Combined Disclosure Statement and Plan will be implemented by, among other things, the liquidation of the FFE and remaining inventory, rejection of the ESOP, appointment of the Plan Administrator to administer, without limitation, all Cash and Retained Causes of Action, and the making of Distributions in accordance with the Combined Disclosure Statement and Plan.

9.3 Rejection of ESOP. On October 17, 2025, the Debtors filed a Motion for Entry of an Order (I) Authorizing the Rejection of The ESOP Trust Agreement Effective as of the Rejection Date and (II) Granting Related Relief [*Docket No. 248*]. The hearing is scheduled for 12/2/2025. On October 8, 2025, the Debtors filed a Motion for Entry of An Order Authorizing the Rejection of the ESOP Trustee Agreement [*Docket No. 236*]. To the extent not already terminated, upon the Effective Date, the ESOP and any related executory contracts shall be deemed terminated. Any Allowed Claim against the Debtors arising from such termination shall be a Class 4 Claim and treated accordingly.

9.4 Liquidation of FFE and Inventory. On October 17, 2025, the Debtors filed a Motion for Entry of an Order (I) Establishing Procedures for the Sale or Other Disposition of Certain Miscellaneous Assets Free and Clear of All Liens, Claims, Interests and Encumbrances and (II) Granting Related Relief). The hearing is scheduled for December 2, 2025. In the event it has not been liquidated, the Plan Administrator shall liquidate the Debtors' remaining FFE and inventory and transfer the Net Proceeds of the FFE and inventory to the Plan Administrator.

9.5 Debtors' Directors and Officers. As of the Effective Date, to the extent they have not previously resigned, any director or officer of the Debtors (except for David M. Baker) shall be deemed to have resigned automatically without the need for any action or approval and without the need for any company filings, and shall have no continuing obligations to the Debtors following the occurrence of the Effective Date. David M. Baker may, but shall not be obligated to, continue to serve as an officer of the Debtors after the Effective Date solely for purposes of paying Allowed Professional Fee Claims and other transitional matters as may be agreed by Mr. Baker and the Plan Administrator. Mr. Baker shall be permitted to resign as an officer of the Debtors without action or approval and without the need for any company filings, and Mr. Baker shall have no continuing obligations to the Debtors following such resignation. The Debtors will file a notice on the docket in these cases following Mr. Baker's resignation.

9.6 Wind-Up and Dissolution of the Debtors. From and after the Effective Date, and except as provided in Section 9.5 hereof, the Plan Administrator shall be the sole manager of the Debtors and shall be authorized to dissolve any of the Debtors upon the Filing of a notice of such dissolution with the Bankruptcy Court, notwithstanding any requirements of applicable state law, and upon such filing such Debtor(s) shall be deemed dissolved for all purposes and of no further legal existence under any applicable state or federal law, without the need to take any further action or file any plan of dissolution, notice, or application with the Secretary of State of Delaware or any other authority. On the Effective Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall wind-up the affairs of the Debtors and file final tax returns for the Debtors. All company governance activities of the Debtors shall be exercised by the Plan Administrator and the Plan Administrator shall be authorized and empowered to take or cause to be taken all company actions necessary or appropriate to implement and consummate the Combined Disclosure Statement and Plan. The Estates shall bear the cost and expense of the wind-up of the affairs of the Debtors and the cost and expense of the preparation and filing of the final tax returns for the Debtors.

9.7 Cancellation of Existing Securities and Agreements. On the Effective Date, except to the extent otherwise provided in the Combined Disclosure Statement and Plan, all notes, instruments, certificates, and other documents directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest, equity, or portfolio interest in the Debtors or any warrants, options, or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership, or profits interests in the Debtors giving rise to any Claim or Interest, shall be deemed cancelled and surrendered without any need for the Debtors or a Holder to take further action with respect thereto and the obligations of the Debtors thereunder or in any way related thereto shall be deemed satisfied in full and discharged; *provided, however,* that notwithstanding Confirmation or Consummation of the Combined Disclosure Statement and Plan, any such agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of allowing Holders to receive Distributions under the Combined Disclosure Statement and Plan; *provided further, however,* that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Combined Disclosure Statement and Plan, or result in any expense or Liability to the Debtors.

Notwithstanding the foregoing, no Executory Contract that has been, or will be, assumed pursuant to section 365 of the Bankruptcy Code, including pursuant to this Combined Disclosure Statement and Plan, shall be terminated or cancelled on the Effective Date.

9.8 Plan Administrator. The Plan Administrator shall be authorized to pay (i) reasonable expenses of the Estates; (ii) retain professionals and pay their reasonable fees and costs; (iii) liquidate any remaining assets of the Estates; (iv) prosecute and settle the Retained Causes of Action and objections to Claims; and (v) file tax returns and UST reports. The Plan Administrator shall administer the Debtors' tax obligations, including (a) filing tax returns and paying tax obligations, (b) requesting, if necessary, an expedited determination of any unpaid tax liability of the Debtors or the Estates under Bankruptcy Code section 505(b) for all taxable periods of such Debtors ending after the Commencement Date through the liquidation of such Debtors as determined under applicable tax laws, and (c) representing the interest and account of the Debtors or the Estates before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit.

The Plan Administrator may employ, without further order of the Bankruptcy Court, professionals (including those previously retained by the Debtors or the Committee) to assist in carrying out the Plan Administrator's duties under the Combined Disclosure Statement and Plan, and the Confirmation Order, and may compensate and reimburse the reasonable fees and expenses of such professionals without further order of the Bankruptcy Court from the Estates in accordance with the Combined Disclosure Statement and Plan and the Confirmation Order.

The Plan Administrator shall be indemnified by and receive reimbursement from the Estates against and from any and all loss, liability, expense (including reasonable attorneys' fees), or damage which the Plan Administrator incurs or sustains, in good faith and without willful misconduct, gross negligence, or fraud, acting as Plan Administrator.

On and after the Effective Date, the Plan Administrator shall have the power and responsibility to do all acts contemplated by the Combined Disclosure Statement and Plan and the Confirmation Order to be done by the Plan Administrator and all other acts that may be necessary or appropriate in connection with the disposition of the Estates and the distribution of the proceeds thereof, as contemplated by the Combined Disclosure Statement and Plan and the Confirmation Order. In all circumstances, the Plan Administrator shall act in its reasonable discretion in the best interests of the Holders of Allowed Claims pursuant to the terms of the Combined Disclosure Statement and Plan and the Confirmation Order.

9.9 Compensation and Duties of Plan Administrator. The Plan Administrator shall be entitled to reasonable compensation consistent with that of similar functionaries in similar types of bankruptcy cases. The Plan Administrator shall also be reimbursed for all documented, actual, reasonable, and necessary out-of-pocket expenses incurred in the performance of his or her duties.

9.10 Abandonment, Disposal, and Destruction of Records. The Plan Administrator shall be authorized pursuant to Bankruptcy Code section 554, in its sole discretion, without any further notice to any party or action, order or approval of the Bankruptcy Court, to abandon, dispose of, or destroy in any commercially reasonable manner all originals and/or copies of any documents, books and records, including any electronic records, which the Plan Administrator reasonably concludes are burdensome or of inconsequential value and benefit.

9.11 Limitation of Liability; Indemnification. The Plan Administrator may, in connection with the performance of its functions, consult with attorneys, accountants, financial advisors and agents, which consultation may act as a defense for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such persons. Notwithstanding such authority, the Plan Administrator shall not be under any obligation to consult with attorneys, accountants, financial advisors or agents, and its determination not to do so shall not result in the imposition of liability, unless such determination is based on willful misconduct, gross negligence or fraud. The Estates shall indemnify and hold harmless the Plan Administrator and its designees and professionals, and all duly designated agents and representatives thereof (in their capacity as such), from and against and in respect of all liabilities, losses, damages, claims, costs and expenses, including, but not limited to attorneys' fees and costs arising out of or due to such actions or omissions, or consequences of their actions or omissions with respect or related to the performance of their duties or the implementation or administration of the Combined Disclosure Statement and Plan; *provided, however*, that no such indemnification will be made to such persons for such actions or omissions as a result of willful misconduct, gross negligence or fraud.

9.12 Company Action. All matters expressly provided for under this Combined Disclosure Statement and Plan that would otherwise require approval of the equity holders, directors or officers of the Debtors, including but not limited to, the dissolution of the Debtors, shall be deemed to be approved and in effect from and after the Effective Date pursuant to the applicable law of Delaware without any requirement of action by the equity holders, directors or officers of the Debtors.

ARTICLE X
PROVISIONS GOVERNING DISTRIBUTIONS

10.1 Distributions for Allowed Claims

Except as otherwise provided herein or as ordered by the Bankruptcy Court, all Distributions as of the applicable Distribution Date shall be made on or as soon as practicable after the applicable Distribution Date. Distributions on account of Claims that first become Allowed Claims after the applicable Distribution Date shall be made pursuant to the terms of this Combined Disclosure Statement and Plan and on the day selected by the Plan Administrator.

The Plan Administrator may accelerate any Distribution Date if the facts and circumstances so warrant and to the extent not inconsistent with the Combined Disclosure Statement and Plan and the Confirmation Order.

Distributions made as soon as reasonably practicable after the Effective Date or such other date set forth herein shall be deemed to have been made on such date.

10.2 Interest on Claims. Post-petition interest shall not accrue or be paid on Claims, and no Holder of an Allowed Claim shall be entitled to interest accruing on any Claim from and after the Petition Date.

10.3 Distributions by Plan Administrator as Disbursement Agent. Subject to Section 10.4 of the Combined Disclosure Statement and Plan, from and after the Effective Date, the Plan Administrator shall serve as the Disbursement Agent under the Combined Disclosure Statement and Plan with respect to Distributions to Holders of Allowed Claims (provided that the Plan Administrator may hire professionals or consultants to assist with making disbursements or to act as the Disbursement Agent). The Plan Administrator shall cause to be made all Distributions required to be made to such Holders of Allowed Claims pursuant to the Combined Disclosure Statement and Plan. The Plan Administrator shall not be required to give any bond or surety or other security for the performance of the Plan Administrator's duties as Disbursement Agent unless otherwise ordered by the Bankruptcy Court.

10.4 Waterfall. The Plan Administrator shall cause the proceeds of the liquidated Assets as of the Effective Date, net of the Expenses, to be distributed to Holders of Allowed Claims as follows:

(a) first, to satisfy all Allowed Administrative Claims;

(b) second, to satisfy all Allowed Other Secured Claims;

(c) third, to satisfy the Allowed Priority Non-Tax Claims; and

(d) fourth, to satisfy the General Unsecured Claims.

10.5 Means of Cash Payment. Cash payments under the Combined Disclosure Statement and Plan shall be made, net of any applicable withholding taxes at the option, and in the sole discretion, of the Plan Administrator, by wire, check, or such other method as the Plan Administrator deems appropriate under the circumstances. Cash payments to foreign creditors may be made, at the option, and in the sole discretion, of the Plan Administrator, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. Pursuant to Section 10.8 of the Combined Disclosure Statement and Plan, cash payments in the form of checks issued by the Plan Administrator shall be null and void if not cashed within ninety (90) days of the date of the issuance thereof and deemed undeliverable Distributions. Following the expiration of ninety (90) days after issuance of such null and void checks, in accordance with Section 10.8 of the Combined Disclosure Statement and Plan, amounts in respect of these undeliverable Distributions shall be unrestricted Estate Assets and may be redistributed. Such Holder of an undeliverable Distribution shall be deemed to have forfeited its right to any reserved and future Distributions held by such Holder shall be deemed cancelled, and the Claims of such Holder shall be forever barred.

For purposes of effectuating Distributions under the Combined Disclosure Statement and Plan, any Claim denominated in foreign currency shall be converted to U.S. Dollars pursuant to the applicable published exchange rate in effect on the Petition Date.

10.6 Fractional Distributions. Notwithstanding anything in the Combined Disclosure Statement and Plan to the contrary, no payment of fractional cents shall be made pursuant to the Combined Disclosure Statement and Plan. Whenever any payment of a fraction of a cent under the Combined Disclosure Statement and Plan would otherwise be required, the actual Distribution made shall reflect a rounding of such fraction to the nearest whole penny (up or down), with half cents or more being rounded up and fractions less than half of a cent being rounded down.

10.7 De Minimis Distributions. Notwithstanding anything to the contrary contained in the Combined Disclosure Statement and Plan, the Plan Administrator shall not be required to distribute, and shall not distribute, Cash or other property to the Holder of any Allowed Claim if the amount of Cash or other property to be distributed on account of such Claim is less than $50. Any Holder of an Allowed Claim on account of which the amount of Cash or other property to be distributed is less than $50 shall be forever barred from asserting such Claim.

10.8 Delivery of Distributions; Unclaimed Distributions. All Distributions to Holders of Allowed Claims not made by wire transfer shall be made at the address of such Holder as set forth in the claims register maintained by Stretto, Inc. (subject to any transfer effectuated pursuant to Bankruptcy Rule 3001(e) or, after the Effective Date, a change of address notification provided by a Holder in a manner reasonably acceptable to the Plan Administrator) or, in the absence of a Filed proof of Claim, the Schedules. The responsibility to provide the Plan Administrator a current address of a Holder of Claims shall always be the responsibility of such Holder and at no time shall the Plan Administrator have any obligation to determine a Holder's current address. Nothing contained in the Combined Disclosure Statement and Plan shall require the Plan Administrator to attempt to locate any Holder of an Allowed Claim. Amounts in respect of undeliverable Distributions made by the Plan Administrator shall be held in trust on behalf of the Holder of the Claim to which they are payable until the earlier of the date that such undeliverable Distributions are claimed by such Holder and the date ninety (90) days after the date the undeliverable Distributions were made. Following the expiration of ninety (90) days after the date the undeliverable Distributions were made, the amounts in respect of undeliverable Distributions shall be unrestricted Estate Assets and may be redistributed. Such Holder shall be deemed to have forfeited its right to any reserved and future Distributions and the Claims of such Holder shall be forever barred.

10.9 Application of Distribution Record Date. At the close of business on the Distribution Record Date, the Debtors' claims register shall be closed, and there shall be no further changes in the record Holders of Claims or Interests. Except as provided herein, the Plan Administrator and the Plan Administrator's respective agents, successors, and assigns shall have no obligation to recognize any transfer of any Claim or Interest occurring after the Distribution Record Date and shall be entitled instead to recognize and deal for all purposes hereunder with only those record Holders stated on the claims register as of the close of business on the Distribution Record Date irrespective of the number of Distributions to be made under the Combined Disclosure Statement and Plan to such Entities or the date of such Distributions.

10.10 Withholding, Payment and Reporting Requirements with Respect to Distributions. All Distributions under the Combined Disclosure Statement and Plan shall, to the extent applicable, comply with all tax withholding, payment, and reporting requirements imposed by any federal, state, provincial, local, or foreign taxing authority, and all Distributions shall be subject to any such withholding, payment, and reporting requirements. The Plan Administrator shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding, payment, and reporting requirements. Furthermore, any Distribution on account of a Claim that the Plan Administrator determines is required to be subject to withholding shall be reduced on a dollar-for-dollar basis by the amount of such required withholding prior to payment of such Distribution. The Plan Administrator may require, in the Plan Administrator's sole and absolute discretion and as a condition to the receipt of any Distribution, that the Holder of an Allowed Claim complete and return the appropriate Form W-8 or Form W-9, as applicable, to each Holder. Notwithstanding any other provision of the Combined Disclosure Statement and Plan, (a) each Holder of an Allowed Claim that is to receive a Distribution pursuant to the Combined Disclosure Statement and Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such Distribution, and including, in the case of any Holder of a Disputed Claim that has become an Allowed Claim, any tax obligation that would be imposed in connection with such Distribution, and (b) no Distribution shall be made to or on behalf of such Holder pursuant to the Combined Disclosure Statement and Plan unless and until such Holder has made arrangements reasonably satisfactory to the Plan Administrator for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed in connection with such Distribution.

10.11 Allocation of Distributions for Tax Purposes. For U.S. federal income tax purposes, distributions in full or partial satisfaction of a Holder's Allowed Claim shall be allocated first to the principal amount (as determined for U.S. federal income tax purposes) of such Allowed Claim, until paid in full, with any excess allocated to the remainder of such Claim. However, there is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes.

10.12 Setoffs. The Plan Administrator may, but shall not be required to, set off against any Claim or any Allowed Claim, and the payments or other Distributions to be made pursuant to the Combined Disclosure Statement and Plan in respect of such Claim, claims of any nature whatsoever that the Debtors may have against the Holder of such Claim; *provided, however*, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Plan Administrator of any such claim that it may have against such Holder.

10.13 No Distribution in Excess of Allowed Amounts. Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim shall receive in respect of such Claim any Distribution of a value as of the Effective Date in excess of the Allowed amount of such Claim.

10.14 Allocation of Distributions. The Plan Administrator may, in the Plan Administrator's sole discretion, make Distributions jointly to any Holder of an Allowed Claim and any other Entity who has asserted, or whom the Plan Administrator has determined to have, an interest in such Allowed Claim; *provided, however*, that the Plan Administrator shall provide notice of such Distribution to any Holder of an Allowed Claim or other Entity that has asserted an interest in such Claim.

10.15 Forfeiture of Distributions. If the Holder of an Allowed Claim fails to cash a check payable to it within the time period set forth in Section 10.5 hereof, fails to claim an undeliverable Distribution within the time limit set forth in Section 10.8 hereof, or fails to complete and return to the Plan Administrator the appropriate Form W-8 or Form W-9 within one hundred twenty (120) days of the request by the Plan Administrator (which request may be made via any means of communication, including, without limitation via email) for the completion and return to it of the appropriate form pursuant to Section 10.10 hereof, then such Holder shall be deemed to have forfeited its right to any reserved and future Distributions and the Claims of such Holder shall be forever barred. The forfeited Distributions shall become unrestricted Estate Assets and shall be redistributed. In the event the Plan Administrator determines that any such amounts are too small in total to redistribute cost-effectively, the Plan Administrator may instead donate them to a charitable organization(s) free of any restrictions thereon, notwithstanding any federal or state escheat laws to the contrary and without further order from the Bankruptcy Court. Notwithstanding any other provision herein, at the conclusion of the Chapter 11 Cases, the Plan Administrator may donate to charity, sell, or abandon the rights to any unclaimed final distributions along with any other remnant assets.

ARTICLE XI
PROVISIONS FOR CLAIMS OBJECTIONS AND ESTIMATION OF CLAIMS

11.1 Claims Administration Responsibility. Except as otherwise specifically provided in the Combined Disclosure Statement and Plan or the Confirmation Order, after the Effective Date, the Plan Administrator shall have the authority (a) to file, withdraw, or litigate to judgment Objections to Claims, (b) to settle, compromise, or Allow any Claim or Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court, (c) to amend the Schedules in accordance with the Bankruptcy Code; *provided, however*, that the Plan Administrator shall not, without an Order of the Bankruptcy Court, amend the Schedules to mark as contingent any Claim of an employee, officer or director of the Debtors, and (d) to administer and adjust the claims register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. Any agreement entered into by the Plan Administrator with respect to the Allowance of any Claim shall be conclusive evidence and a final determination of the Allowance of such Claim, *provided, however,* that for the avoidance of doubt, and subject to and without prejudice to 11 U.S.C. § 307, the U.S. Trustee's rights to object to Administrative Claims and Professional Fee Claims are reserved.

11.2 Claims Objections. All Objections to Claims (other than Professional Fee Claims) shall be Filed by the Plan Administrator on or before the Claims Objection Deadline, which date may be extended by the Bankruptcy Court upon a motion filed by the Plan Administrator on or before the Claims Objection Deadline with notice only to those parties entitled to notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of the filing of such motion. If a timely Objection has not been Filed to a proof of Claim or the Schedules have not been amended with respect to a Claim that was scheduled by the Debtors but was not set forth in the Schedules by the Debtors as contingent, unliquidated, or disputed, then the Claim to which the proof of Claim or the Claim set forth in the Schedules relates will be treated as an Allowed Claim.

11.3 Estimation of Contingent or Unliquidated Claims. The Plan Administrator may, at any time, request that the Bankruptcy Court estimate any Contingent or Unliquidated Claim pursuant to Bankruptcy Code section 502(c), regardless of whether the Debtors have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such Objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any Objection to any Claim, including during the pendency of any appeal relating to any such Objection. In the event the Bankruptcy Court so estimates any Contingent or Unliquidated Claim, that estimated amount shall constitute the Allowed amount of such Claim.

All of the aforementioned Claims Objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another. However, no estimation or reserve shall be required for any contingent or unliquidated indemnification claim by the Debtors' Former Officers & Directors, in their capacity as such, pursuant to the terms of the Debtors certificates of incorporation or bylaws unless and until an actual liability is determined against such persons.

11.4 Distributions on Account of Disputed Claims. Distributions may be made on account of an undisputed portion of a Disputed Claim. The Plan Administrator shall, on the applicable Distribution Date, make Distributions on account of any Disputed Claim (or portion thereof) that has become an Allowed Claim. Such Distributions shall be based upon the Distributions that would have been made to the Holder of such Claim under the Combined Disclosure Statement and Plan if such Claim had been an Allowed Claim on the Effective Date in the amount ultimately Allowed.

11.5 Amendments to Claims. Except for Claims as to which the applicable Bar Date occurs after the Effective Date, a Claim may not be Filed or amended after the Effective Date to increase liability or to assert new liabilities without the prior authorization of the Bankruptcy Court or the Plan Administrator, and any such new or amended Claim Filed without prior authorization shall be deemed Disallowed in full without any further action.

11.6 Claims Paid and Payable by Third Parties. If a Holder of a Claim receives a payment or other satisfaction of its Claim other than through the Debtors or the Plan Administrator (as applicable) on account of such Claim, such Claim shall be reduced by the amount of such payment or satisfaction. Distributions under the Combined Disclosure Statement and Plan shall be made on account of any Allowed Claim that is payable pursuant to one of the Insurance Contract(s) solely up to the amount of the portion of such Allowed Claim that is (i) within the self-insured retention under such Insurance Contract(s) and/or (ii) in excess of any aggregate limits under such Insurance Contract(s). No Entity shall have any other recourse against the Debtors, the Estates, the Plan Administrator, or any of their respective properties or assets on account of a self-insured retention under an Insurance Contract; *provided*, *however*, that, except as otherwise required under the applicable Insurance Contracts and applicable non-bankruptcy law, an Insurer shall not be obligated to pay amounts within any self-insured retention or other self-insured layer.

11.7 Adjustment to Claims Without Objection. Any Claim that has been paid or otherwise satisfied may be designated on the Claims Register as such at the direction of the Plan Administrator by the Filing of a Notice of Satisfaction by the Plan Administrator, and without any further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE XII
EXECUTORY CONTRACTS

12.1 Executory Contracts Deemed Rejected. On the Effective Date, all Executory Contracts, other than the Purchased Assets, are hereby deemed rejected as of the Effective Date in accordance with, and subject to, the provisions and requirements of Bankruptcy Code sections 365 and 1123, except to the extent: (a) the Debtors previously have assumed, assumed and assigned or rejected such Executory Contract, or (b) prior to the Effective Date, the Debtors have Filed a motion to assume, assume and assign, or reject an Executory Contract on which the Bankruptcy Court has not ruled. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all rejections of Executory Contracts pursuant to this Article and Bankruptcy Code sections 365(a) and 1123.

If the rejection by the Debtors, under this Combined Disclosure Statement and Plan, of an Executory Contract gives rise to a Claim for rejection damages in accordance with section 502(g) of the Bankruptcy Code, a proof of Claim must be Filed in accordance with the procedures set forth in the Bar Date Order by the Combined Disclosure Statement and Plan Rejection Damages Claim Bar Date. For the avoidance of doubt, the Plan Rejection Damages Claim Bar Date shall apply only to Executory Contracts that are rejected pursuant to this Combined Disclosure Statement and Plan. To the extent an Executory Contract has been rejected pursuant to a separate order of the Bankruptcy Court, the deadlines established by the Bankruptcy Court (including pursuant to such separate order or pursuant to the Bar Date Order, as applicable) shall apply to any Claims arising out of such rejection.

Pursuant to this provision, the Debtors' lease with Sirloin LLC for its 2524 Shelburne Road, Shelburne, VT location is rejected and the Debtors and Sirloin mutually waive and release any and all claims between them relating to the subject lease including, but not limited to: (i) administrative claims for post-petition rent; (ii) rejection damages; (iii) prepetition claims for unpaid rent and "Fit Up Rent"; and (iv) chapter 5 causes of action. The Debtors shall also remove any inventory from the leased premises but not attempt to remove fixtures such as the "Garden Supply Pod." In addition, the Debtors' lease with Miller Group Realty for its 947 Route 7 South, Milton, VT warehouse is rejected and the Debtors and Miller Group Realty mutually waive and release any and all claims between them relating to the subject lease including, but not limited to: (i) administrative claims for post-petition rent; (ii) rejection damages; (iii) prepetition claims for unpaid rent and/or taxes; and (iv) chapter 5 causes of action.

ARTICLE XIII
CONFIRMATION AND CONSUMMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN

13.1 Conditions Precedent to the Effective Date. Each of the following is a condition precedent to the occurrence of the Effective Date:

(a) the Confirmation Order shall have become a Final Order in full force and effect with no stay thereof then in effect;

(b) the absence of any pending or threatened government action or any law that has the effect of or actually does prevent Consummation of any transaction contemplated under this Combined Disclosure Statement and Plan;

(c) the Plan Administrator shall have been duly appointed;

(d) the Professional Fee Claims Reserve shall have been funded consistent with the terms in the Combined Disclosure Statement and Plan; and

(e) the Disputed Claim Reserve shall have been established and funded at the discretion of the Plan Administrator and in accordance with the terms of this Combined Disclosure Statement and Plan.

13.2 Notice of Effective Date. On or before five (5) Business Days after the Effective Date, the Debtors or the Plan Administrator shall mail or cause to be mailed to all Holders of Claims a notice that informs such Entities of (a) the occurrence of the Effective Date, (b) notice of the Final Administrative Claim Bar Date, the Combined Disclosure Statement and Plan Rejection Damages Claim Bar Date and Professional Fee Claim Bar Date, and (c) such other matters as the Debtors deem appropriate or as may be ordered by the Bankruptcy Court.

13.3 Waiver of Conditions Precedent to the Effective Date. The Debtors may at any time and without notice or authorization of the Bankruptcy Court, waive in writing any or all of the conditions precedent to the Effective Date set forth in this Article, whereupon the Effective Date shall occur without further action by any Entity, *provided, however*, that (i) the condition specified in Section 13.1(a) and 13.1(f) may not be waived. The Debtors reserve the right to assert that any appeal from the Confirmation Order shall be moot after the Effective Date of the Combined Disclosure Statement and Plan.

13.4 Effect of Non-Occurrence of Effective Date. If each of the conditions specified in this Article have not been satisfied or waived in the manner provided herein within ninety (90) calendar days after the Confirmation Date (or such later date as may be agreed to by the Debtors), then: (i) the Confirmation Order shall be vacated and of no further force or effect; (ii) no Distributions under the Combined Disclosure Statement and Plan shall be made; (iii) the Debtors and all Holders of Claims against or Interests in the Debtors shall be restored to the status quo as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred; and (iv) all of the Debtors' obligations with respect to Claims and Interests shall remain unaffected by the Combined Disclosure Statement and Plan and nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtors or any other Entity or to prejudice in any manner the rights of the Debtors or any Entity in any further proceedings involving the Debtors, and the Combined Disclosure Statement and Plan shall be deemed withdrawn. Upon such occurrence, the Debtors shall File a written notification with the Bankruptcy Court and serve it upon such parties as the Bankruptcy Court may direct.

ARTICLE XIV
EFFECTS OF CONFIRMATION

14.1 Exculpation and Injunctions.

Nothing contained in Section 14.1 of this Combined Disclosure Statement and Plan shall prohibit the Holder of a Claim from litigating its right to seek to have such Claim declared an Allowed Claim and paid in accordance with the Distribution provisions of the Combined Disclosure Statement and Plan, or enjoin or prohibit the enforcement by the Holder of such Claim of any of the obligations of the Plan Administrator under the Combined Disclosure Statement and Plan. The exculpations and injunctions provided for

in Section 14.1 of this Combined Disclosure Statement and Plan shall be effective upon the Effective Date.

(a) **Exculpation and Limitation of Liability. Notwithstanding any other provision of the Combined Disclosure Statement and Plan, the Exculpated Parties shall not have or incur any Liability to, or be subject to any right of action by, any Holder of a Claim or an Interest, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or Affiliates, or any of their successors or assigns, for any act or omission occurring on or after the Petition Date and before the Effective Date relating to, in any way, or arising from (i) the Chapter 11 Cases, (ii) formulating, negotiating or implementing the Combined Disclosure Statement and Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Combined Disclosure Statement and Plan; (iii) the Sales; (iv) rejection and/or termination of the ESOP and related agreements; (v) any other post-petition act taken or omitted to be taken in connection with or in contemplation of the restructuring, sale, or liquidation of the Debtors; (vi) the solicitation of acceptances of the Combined Disclosure Statement and Plan, the pursuit of Confirmation of the Combined Disclosure Statement and Plan, the Confirmation of the Combined Disclosure Statement and Plan, the Consummation of the Combined Disclosure Statement and Plan, or (vii) the administration of the Combined Disclosure Statement and Plan or the property to be distributed under the Combined Disclosure Statement and Plan, except for their gross negligence or willful misconduct as determined by a Final Order, and in all respects shall be entitled to reasonably rely upon the advice of counsel and other retained professionals with respect to their duties and responsibilities under the Combined Disclosure Statement and Plan. This exculpation shall be in addition to, and not in limitation of, all other indemnities, exculpations, and any other applicable law or rules protecting the Exculpated Parties from liability. The Confirmation Order shall serve as a permanent injunction against any Entity seeking to enforce any Claim or Cause of Action against the Exculpated Parties that has been exculpated pursuant to Section 14.1(a) of the Combined Disclosure Statement and Plan.**

This exculpation provision shall not apply to any of the Debtors' Former Officers & Directors, in their capacity as such, with respect to any Retained Causes of Action which are covered under the Insurance Policies, *provided, however,* that the Plan Administrator (or any successor or assign prosecuting such Retained Causes of Action) shall not execute on any personal assets of the Debtors' Former Officers and Directors, in their capacity as such, with respect to such Retained Causes of Action.

In the event the Court determines that applicable law does not permit a person or Entity to be an Exculpated Party, the Combined Disclosure Statement and Plan shall be deemed modified to exclude such person or

Entity from the definition of Exculpated Party. For avoidance of doubt, such exclusion shall not affect the exculpations contained in the Combined Disclosure Statement and Plan with respect to the other Exculpated Parties.

(b) **Non-Discharge of the Debtors; Injunction. In accordance with Bankruptcy Code section 1141(d)(3), the Combined Disclosure Statement and Plan does not discharge the Debtors. Bankruptcy Code section 1141(c) nevertheless provides, among other things, that the property dealt with by the Combined Disclosure Statement and Plan is free and clear of all Claims and Interests against the Debtors. As such, no Entity holding a Claim against the Debtors may receive any payment from, or seek recourse against, any assets that are to be distributed under the Combined Disclosure Statement and Plan other than assets required to be distributed to that Entity under the Combined Disclosure Statement and Plan. Distributions to any such Holder of any such Claim shall be as expressly set forth in the Combined Disclosure Statement and Plan. All Entities are precluded from asserting against any property to be distributed under the Combined Disclosure Statement and Plan any Claims, rights, Causes of Action, Liabilities, or Interests based upon any act, omission, transaction, or other activity that occurred before the Effective Date except as expressly provided in the Combined Disclosure Statement and Plan or the Confirmation Order; *provided however*, that the Debtors, in their capacities as Released Parties, shall receive the benefit of the Injunction through and until the date upon which all remaining property of the Debtors' Estates has been fully liquidated, administered, and distributed in accordance with the terms of the Plan, and the Debtors are dissolved under applicable law.**

Except as otherwise expressly provided for in the Combined Disclosure Statement and Plan or in obligations issued pursuant to the Combined Disclosure Statement and Plan, all Entities that have held, hold or may hold Claims or Interests that have been satisfied pursuant to the Combined Disclosure Statement and Plan, or are subject to exculpation (to the extent of the exculpation provided in the Combined Disclosure Statement and Plan with respect to the Exculpated Parties) are permanently enjoined, on and after the Effective Date, from:

(1) **commencing or continuing in any manner any action or other proceeding of any kind (a) against the Assets on account of any Claim or Interest, or (b) against the Exculpated Parties on account of any Claim or Interest exculpated under the Combined Disclosure Statement and Plan or any of their assets and properties;**

(2) **enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order (a) against the Assets on account of any Claim or Interest, or (b) against the Exculpated Parties on account of any exculpated Claims or any of their assets and properties;**

(3) **creating, perfecting or enforcing any encumbrance of any kind (a) against the Assets on account of any Claim or Interest, or (b) against the Exculpated Parties, as applicable, on account of any exculpated Claims, or any of their assets and properties;**

(4) **asserting any right of setoff or subrogation of any kind on account of the exculpated Claims against any obligation due from the Debtors, the Estates, the Exculpated Parties, and/or against any of their assets and properties, except to the extent a right to setoff or subrogation is asserted with respect to a timely Filed proof of Claim or by way of a motion filed before Confirmation of the Combined Disclosure Statement and Plan; or**

(5) **commencing or continuing in any manner any action or other proceeding of any kind (a) against the Assets on account of any Claim or Interest, or (b) against the Exculpated Parties, as applicable, on account of any exculpated Claims, or any of their assets and properties.**

Any Entity injured by any willful violation of such injunction may seek actual damages and, in appropriate circumstances, may seek punitive damages from the willful violator.

14.2 Term of Bankruptcy Injunction or Stays. All injunctions or stays provided for in the Chapter 11 Cases under Bankruptcy Code sections 105 or 362, or otherwise, and in existence on the Confirmation Date (excluding any injunctions or stays contained in the Combined Disclosure Statement and Plan or the Confirmation Order), shall remain in full force and effect until the closing of the Chapter 11 Cases.

14.3 U.S. Securities and Exchange Commission. Notwithstanding any language to the contrary contained in the Combined Disclosure Statement and Plan and/or the Confirmation Order, no provision of this Combined Disclosure Statement and Plan or the Confirmation Order shall (i) preclude the United States Securities and Exchange Commission (the "SEC") from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any non-debtor person or non-debtor entity in any forum.

ARTICLE XV
RETENTION OF JURISDICTION

15.1 Jurisdiction of Bankruptcy Court. Pursuant to Bankruptcy Code sections 105(a) and 1142, and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases and the Combined Disclosure Statement and Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

(a) allow, disallow, determine, subordinate, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest (whether Filed before or after the Effective Date and whether or not Contingent, Disputed or

Unliquidated or for contribution, indemnification or reimbursement), including the compromise, settlement and resolution of any request for payment of any Claims or Interests, the resolution of any Objections to the allowance or priority of Claims or Interests and to hear and determine any other issue presented hereby or arising hereunder, including during the pendency of any appeal relating to any Objection to such Claim or Interest to the extent permitted under applicable law;

(b) grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Combined Disclosure Statement and Plan, for periods ending on or before the Effective Date;

(c) hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters, including, but not limited to, all Retained Causes of Action, and consider and act upon the compromise and settlement of any Claim or Interest, or Retained Cause of Action;

(d) determine and resolve any matters related to the assumption, assumption and assignment or rejection of any Executory Contract to which either of the Debtors is a party or with respect to which the Debtors may be liable, and to hear, determine and, if necessary, liquidate any Claims arising therefrom;

(e) ensure that all Distributions to Holders of Allowed Claims under the Combined Disclosure Statement and Plan and the performance of the provisions of the Combined Disclosure Statement and Plan are accomplished as provided herein and resolve any issues relating to Distributions to Holders of Allowed Claims pursuant to the provisions of the Combined Disclosure Statement and Plan;

(f) construe, take any action and issue such orders, prior to and following the Confirmation Date and consistent with Bankruptcy Code section 1142, as may be necessary for the enforcement, implementation, execution and Consummation of the Combined Disclosure Statement and Plan and all contracts, instruments, releases, other agreements or documents created in connection with the Combined Disclosure Statement and Plan, including, without limitation, the Confirmation Order, for the maintenance of the integrity of the Combined Disclosure Statement and Plan in accordance with Bankruptcy Code sections 524 and 1141 following the occurrence of the Effective Date;

(g) determine and resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation, implementation or enforcement of the Combined Disclosure Statement and Plan (and all exhibits and schedules to the Combined Disclosure Statement and Plan) or the Confirmation Order, including the exculpation and injunction provisions set forth in and contemplated by the Combined Disclosure Statement and Plan or the Confirmation Order, or any entity's rights arising under or obligations incurred in connection therewith;

(h) modify the Combined Disclosure Statement and Plan or the Confirmation Order before or after the Effective Date, pursuant to Bankruptcy Code section 1127, as well as any contract, instrument, release, or other agreement or document created in connection with the Combined Disclosure Statement and Plan or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Combined Disclosure Statement and Plan, the Confirmation Order or any contract, instrument, release, or other agreement or document created in connection with the Combined Disclosure Statement and Plan or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Combined Disclosure Statement and Plan, to the extent authorized by the Bankruptcy Code and the Combined Disclosure Statement and Plan;

(i) issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with Consummation, implementation or enforcement of the Combined Disclosure Statement and Plan or the Confirmation Order;

(j) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

(k) determine any other matters that may arise in connection with or relating to the Combined Disclosure Statement and Plan, the Confirmation Order or any contract, instrument, release, or other agreement or document created in connection with the Combined Disclosure Statement and Plan or the Confirmation Order;

(l) determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(m) hear and determine matters concerning state, local and federal taxes in accordance with Bankruptcy Code sections 346, 505 and 1146;

(n) enforce all orders, judgments, injunctions, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases;

(o) determine and resolve controversies related to the Estates or the Debtors from and after the Effective Date;

(p) hear and determine any other matter relating to the Combined Disclosure Statement and Plan; and

(q) enter a final decree closing the Chapter 11 Cases.

ARTICLE XVI
EFFECT OF CONFIRMATION

16.1 Binding Effect. Except as otherwise provided in Bankruptcy Code section 1141(d)(3) and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of the Combined Disclosure Statement and Plan, the Plan Supplement, and the Confirmation Order shall bind (a) any Holder of a Claim against, or Interest in, the Debtors and such Holder's respective successors and assigns (whether or not the Claim or Interests are Impaired hereunder, whether or not such Holder has voted to accept the Combined Disclosure Statement and Plan, and whether or not such Holder is entitled to a Distribution hereunder), (b) all Entities that are subject to the Plan and its terms, including the injunctions described herein, (c) each Entity acquiring property hereunder or under the Confirmation Order, and (d) any and all non-Debtor parties to Executory Contracts with the Debtors. All Claims and debts shall be fixed, adjusted, or compromised, as applicable, pursuant hereto regardless of whether any Holder of a Claim or debt has voted hereon.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

17.1 Modification of the Combined Disclosure Statement and Plan. The Debtors may alter, amend, or modify the Combined Disclosure Statement and Plan or any exhibits or schedules hereto under Bankruptcy Code section 1127(a) at any time prior to the Confirmation Date, and under Bankruptcy Code section 1127(b) at any time following the Confirmation Date but prior to the substantial Consummation of the Combined Disclosure Statement and Plan, *provided*, *however*, that any such alteration, amendment or modification does not materially and adversely affect the treatment of Holders of Claims or Interests under the Combined Disclosure Statement and Plan. Any Holder of a Claim that has accepted the Combined Disclosure Statement and Plan shall be deemed to have accepted the Combined Disclosure Statement and Plan, as altered, amended, or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim of such Holder.

17.2 Revocation, Withdrawal, or Non-Confirmation of the Combined Disclosure Statement and Plan. The Debtors reserve the right to revoke or withdraw the Combined Disclosure Statement and Plan prior to the Confirmation Hearing. If the Combined Disclosure Statement and Plan is revoked or withdrawn prior to the Confirmation Hearing, or if the Combined Disclosure Statement and Plan is not confirmed by the Bankruptcy Court, then:

(a) the Combined Disclosure Statement and Plan shall be null and void in all respects, and

(b) nothing contained in the Combined Disclosure Statement and Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtors or any other Entity, (ii) prejudice in any manner the rights of the Debtors or any other Entity, or (iii) constitute an admission of any sort by the Debtors or any other Entity.

17.3 Subordination Rights. The classification and manner of satisfying all Claims and the respective Distributions and treatments hereunder take into account and/or conform to the relative priority and rights of the Claims in each Class in connection with the contractual, legal and equitable subordination rights relating thereto, whether arising under contract, general principles of equitable subordination, Bankruptcy Code section 510(b) or otherwise. All subordination rights that a Holder of a Claim may have with respect to any Distribution to be made under the Combined Disclosure Statement and Plan shall be implemented through the Combined Disclosure Statement and Plan, and all actions by such Holder of a Claim related to the enforcement of such subordination rights shall be enjoined permanently. The provisions of any contractual or structural subordination of Claims shall remain enforceable by the Plan Administrator on behalf of the Estates after the occurrence of the Effective Date. Without limitation hereunder, the Plan Administrator, on behalf of the Estates, may likewise enforce any right of the Debtors or the Estates to equitably or otherwise subordinate Claims under Bankruptcy Code section 510, except as otherwise expressly set forth herein or as expressly provided in a Final Order of the Bankruptcy Court in the Chapter 11 Cases.

17.4 Severability of Plan Provisions. If, prior to Confirmation, any term or provision of the Combined Disclosure Statement and Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Combined Disclosure Statement and Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Combined Disclosure Statement and Plan, as it may be altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

17.5 Payment of Statutory Fees; Filing of Quarterly Reports. Notwithstanding any other provision of this Combined Disclosure Statement and Plan to the contrary, all U.S. Trustee Fees then due and owing, shall be paid in full in Cash by the Debtors on or before the Effective Date. After the Effective Date, all U.S. Trustee Fees shall be paid in full in Cash when due and payable. The Debtors shall file all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Plan Administrator and each of the Debtors shall file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due. Notwithstanding the substantive consolidation of the Debtors called for in the Combined Disclosure Statement and Plan, each and every one of the Debtors shall remain obligated to pay U.S. Trustee Fees to the extent not already paid until the earliest of that particular Debtor’s case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. Notwithstanding anything to the contrary in the Combined Disclosure Statement and Plan, the U.S. Trustee shall not be required to file any proofs of Claim with respect to U.S. Trustee Fees. The U.S. Trustee shall not be treated as providing any release under the Combined Disclosure Statement and Plan.

17.6 Dissolution of the Committee. The Committee shall dissolve on the Effective Date and the members of such Committee shall be released and discharged from all further rights and duties arising from or related to the Chapter 11 Cases, except with respect to, and to the extent of any applications for Professional Fee Claims or expense reimbursements for members of such Committee. The Committee and its retained Professionals may also participate in any appeal pending as of the Effective Date or filed thereafter, the outcome of which could affect the treatment of prepetition unsecured creditors (including Holders of Allowed Priority Claims and 503(b)(9) Claims), including, but not limited to, any cases, controversies, suits or disputes arising in connection with the Consummation, interpretation, implementation or enforcement of the Combined Disclosure Statement and Plan or the Confirmation Order that could affect the treatment of prepetition unsecured creditors. The Professionals retained by the Committee shall not be entitled to assert any Administrative Claims nor shall they have Allowed Administrative Claims for any services rendered or expenses incurred after the Effective Date on behalf of the Committee except in respect of the preparation, prosecution, and defense of any Filed fee application and participation in any appeals.

17.7 Exemption from Section 1146. Pursuant to Bankruptcy Code section 1146(a), under the Combined Disclosure Statement and Plan, (i) the issuance, distribution, transfer or exchange of any debt, equity security or other interest in the Debtors; or (ii) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Combined Disclosure Statement and Plan, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Combined Disclosure Statement and Plan, shall not be taxed under any law imposing a stamp tax or similar tax. To the maximum extent permitted pursuant to Bankruptcy Code section 1146(a), any transfers of property pursuant hereto (including by the Plan Administrator) shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, sales or use tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents are authorized to forgo the collection of any such tax or governmental assessment and are authorized to accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment. All subsequent issuances, transfers or exchanges of securities, or the subsequent making or delivery of any instrument of transfer by the Debtors in the Chapter 11 Cases or by the Plan Administrator shall be deemed to be or have been done in furtherance of the Combined Disclosure Statement and Plan.

17.8 Closing of Chapter 11 Cases; Caption Change. As of the Effective Date, the Debtors or the Plan Administrator shall file a motion under Local Rule 9004-1(c) with the Bankruptcy Court seeking to change the caption of the Chapter 11 Cases, and may file a motion under Local Rule 3022-1(a) seeking to close one or more of the Chapter 11 Cases. Nothing in the Combined Disclosure Statement and Plan shall authorize the closing of any case *nunc pro tunc* to a date that precedes the date any such order is entered. Upon the Filing of a motion to close the Chapter 11 Cases, the Plan Administrator shall file a final report pursuant to Local Rule 3022-1(a)(ii).

17.9 Filing of Additional Documents. On or before the Effective Date of the Combined Disclosure Statement and Plan, the Debtors may issue, execute, deliver, and File with the Bankruptcy Court or record any agreements and other documents, and take any action as may be necessary or appropriate to effectuate, consummate and further evidence the terms and conditions of the Combined Disclosure Statement and Plan.

17.10 Insurance. Nothing in this Combined Disclosure Statement and Plan or the Confirmation Order alters the rights and obligations of the Debtors (and their Estates) and the Insurers (and third-party claims administrators) under any Insurance Contracts or modifies the coverage or benefits provided thereunder or the terms and conditions thereof or diminishes or impairs the enforceability of the Insurance Contracts. The Debtors are deemed to have assumed all of the Insurance Contracts, and all of the Debtors' and/or Estates' benefits, rights, interests and proceeds under any Insurance Contract. Further, nothing in this Combined Disclosure Statement and Plan or the Confirmation Order (1) shall be construed to modify the coverage or benefits provided to any insured individual under any Insurance Contracts or the terms and conditions thereof (including any tail policy with respect thereto), or (2) shall be construed to limit, prevent or hinder any insured individual under any Insurance Contract from seeking access to and securing coverage to the fullest extent available under any Insurance Contract or any policy proceeds that would be payable to or payable on behalf of any insured individual thereunder, including, but not limited to so called "Side A" or any similarly-designated coverage (including any tail policy with respect to the foregoing), or which would not be property of a Debtor's Estate.

17.11 Successors and Assigns. The rights, benefits and obligations of any Entity named or referred to in the Combined Disclosure Statement and Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Entity.

17.12 Governing Law. Except to the extent that the Bankruptcy Code or Bankruptcy Rules or other federal laws is applicable, and subject to the provisions of any contract, instrument, release, or other agreement or document entered into in connection with the Combined Disclosure Statement and Plan, the construction, implementation and enforcement of the Combined Disclosure Statement and Plan and all rights and obligations arising under the Combined Disclosure Statement and Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to conflicts of law principles which would apply the law of a jurisdiction other than the State of Delaware or the United States of America.

17.13 Exhibits and Schedules. All exhibits and schedules annexed hereto, and all documents submitted in support hereof, are incorporated into and are a part of the Combined Disclosure Statement and Plan as if set forth in full herein. Holders of Claims or Interests may obtain copies of the Filed exhibits and schedules upon written request to the Debtors, from the Notice, Claims and Balloting Agent's website at https://cases.stretto.com/AGR or by downloading such exhibits and documents from the Bankruptcy Court's website at http://www.deb.uscourts.gov. Upon their Filing, the exhibits and schedules may be inspected in the Office of the Clerk of the Bankruptcy Court or its designee during normal business hours. The documents contained in the exhibits and schedules shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. To the extent any exhibit or schedule annexed hereto is inconsistent with the Combined Disclosure Statement and Plan, the contents of the Combined Disclosure Statement and Plan shall control.

17.14 Computation of Time. In computing any period of time prescribed or allowed by the Combined Disclosure Statement and Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

17.15 Reservation of Rights. The Filing of the Combined Disclosure Statement and Plan, any statement or provision contained in the Combined Disclosure Statement and Plan, or the taking of any action by the Debtors with respect to the Combined Disclosure Statement and Plan shall not be, and shall not be deemed to be, an admission or waiver of any rights of the Debtors with respect to the Holders of Claims or Interests.

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Dated: December 4, 2025

AMERICA'S GARDENING RESOURCE, INC.
GARDENER'S HOME LLC
SERAC CORPORATION
IGH, INC.
INNOVATIVE GARDENING SOLUTIONS, INC.

/s/ David M. Baker
By: David M. Baker
Title: Chief Restructuring Officer

EXHIBIT A

Chapter 7 Liquidation Analysis Table and Notes

America's Gardening Resource, et al. – November 3, 2025 – Best Interest of Creditors Test

			Chapter 11		Chapter 7	
		Notes	**Low**	**High**	**Low**	**High**
A	**Cash (incl. retainers)**	**1**	$954,405	$954,405	$954,405	$954,405
B	**Net Proceeds from sale of FFE and remaining inventory, and returned deposits**		$800,000	$900,000	$210,000	$250,000
B	**Net Preference Actions**	**2**	$1,500,000	$3,000,000 (+)	$0	$100,000
C	**Total Estimated Funds Available for Distribution under Plan**		**$3,254,405**	**$4,854,405**	**$1,164,405**	**$1,304,405**
D	**Admin. & Priority Claims**	**3**	($1,140,000)	($1,200,000)	-	-
	Chp. 11 Professionals	**4**	($1,133,000)	($1,320,000)	-	-
E	**Chapter 7 Fees & Costs**	**-**	-	-	-	-
	Chp. 7 Trustee Commissions	**5**	-	-	($58,180)	($62,380)
	Chp. 7 Trustee's Counsel Fees & Expenses	**6**	-	-	($250,000)	($100,000)
	Adjustment of Chp. 7 Trustee Inefficiencies	**7**	-	-	($150,000)	($50,000)
F	**Total Chp. 7 Fees / Costs**		-	-	**($458,180)**	**($212,380)**
	Total est. Chp.11 UST Fees		**($80,000)**	**($80,000)**	-	-
G	**Total Available for Distribution**		**$901,405**	**$2,254,405**	**$706,225**	**$1,092,025**
H	**Class 1:** Other Secured Claims	**8**	$0.00	$0.00	$0.00	$0.00
I	**Class 2**: Priority non-tax claims	**9**	$0.00	$0.00	$0.00	$0.00
J	**Class 3:** GUC's	**10**	$**901,405 (12%)**	$**2,254,405 (31%)**	$**706,225 (7.3%)**	$**1,092,025 (11.1%)**
K	**Class 4:** Equity		$0.00	$0.00	$0.00	$0.00

NOTES:

Note 1
Actual cash balances may vary based on timing of payments of administrative expenses.

Note 2
As with all litigation, the recoveries could far exceed $3,000,000 depending on the defense of the claims by the recipients of the transfers as over $10,000,000 was transferred during the preference period.

Note 3
The amount shown may be lower as creditors agree to concessions with the Debtors.

Note 4
The amount shown includes the professional fee estimates for Debtors, Committee and Claims/Noticing/Solicitation Agent.

Note 5
All UST fees for prior quarters are believed to be current. Fees for conversion would be incurred. The amounts stated are estimates of a hypothetical Chp. 7 Trustee's commissions and fees and expenses in the event the case was to be converted to a case under Chp. 7.

Note 6
The range reflects the substantial effort required of new counsel to litigate preference claims and deal with ESOP issues.

Note 7
Liability adjustment for Chp. 7 is for inefficiencies in objecting to claims, prosecuting preferences, addressing tax issues, and managing liabilities due to a Chp. 7 trustee's lack of (i) historical basis; (ii) in-depth knowledge of the Debtors' books and records; and (iii) familiarity with various agreements including the ESOP.

Note 8
The Debtors' do not believe there are any.

Note 9
The Debtors' do not believe there are any.

Note 10
Estimated recovery percentages in Chapter 11 based on $7,316,129 of scheduled unsecured claims. [Docket No. 135]. Recoveries in Chapter 7 include the admin., priority, and professional fee claims in the unsecured class.

SOLICITATION VERSION

EXHIBIT B

Sale Proceeds Allocation Chart

	A	B	C	D	E	F	G	H	I	J
1						**ADJUSTMENTS**				
2				**August 4, 2025 subjec to**		**Receivable Collected and Prepaid Expenses Applied or Reduced Auguste 1 to Closing**	**Final**	**Foot note**	**AMP WC calculation**	**Diff**
3		**Inventory Purchased**								
4		Gardenworks (Under 12 Months)	$2,151,667	Jul-25		($23,115)	$2,128,552	1	$2,128,552	$0
5		SERAC (Under 12 Months)	$502,534	31-Jul		($15,698)	$486,836	1	$486,836	$0
6		Retail (Under 12 Months)	$1,550,292	31-Jul		($58,269)	$1,492,023		$1,492,023	$0
7		Retail (Over 12 Months) (@ $.80)	$380,028	31-Jul		($6,439)	$373,589		$373,589	$0
8		**Total Inventory Purchased (a)**	$4,584,521				$4,960,999		$4,480,999	
9		**adjustment (d)**					$480,000		$480,000	
10		**Prepaid Expenses**								
11		**Prepaid Expenses (b)**	$577,589	1-Aug		$0	$577,589		$577,589	$0
12										
13		**Accounts Receivables**								
14		**Accounts Receivables (c)**	$296,160	1-Aug		$284,449	$580,609		$580,609	$0
15										
16		**Totals (a+b+c)**	$5,458,270			$180,927	$6,119,197		$6,119,197	$0
17										
18		**WC Target (d)**	$9,300,000				$9,300,000		$9,300,000	$0
19										
20		**WC Adjustment (d-(a+b+c))**	($3,841,730)				($3,180,803)		($3,180,803)	$0
21										
22		**Purchase Price**	$9,000,000				$9,000,000		$9,000,000	$0
23										
24		**Net Purchase Price**	$5,158,270	Estimated Purchase Price			$5,819,197		$5,819,197	
25										
26		**Cure Costs paid by Seller**								
27										
28						Less credit for Cure Costs - pay by chec	($229,784)		($229,784)	$0
29		Details under Cure Costs Tab								
30				$480,000						
31				$588,726						
32				$108,726						
33										
34		Details under Real Estate Tax and Transfer Tax Tab				Less Seller Costs - paid by wire from Bu	($86,587)		($86,587)	$0
35						Vermont Counsel				
36										
37		Less credit for Deposit with Escrow Agent				To be wired by Escrow Agent to B of A	($450,000)		($450,000)	$0
38										
39		Net due from Buyer to Seller at Closing				Net due from Buyer in excess of Cure, D	$5,052,826		$5,052,826	$0
40										
41						wire to NSB	($2,925,000)		($2,925,000)	$0
42										
43							$2,127,826		$2,127,826	$0
45						wire to B of A	($2,127,826)		($2,127,826)	$0
46							$0			
47					**Summary of Flow of Funds - use of Buyer Proceeds**					
48				**Payor**		**Payee**				
49										
50				Buyer		MSK - Vermont counsel - wire	($86,586.56)		($86,586.56)	$0
51				Buyer		Cure Costs - checks	(229,784.46)		(229,784.46)	$0
52				Buyer		NSB - wire	(2,925,000.00)		(2,925,000.00)	$0
53				Buyer		B of A - wire - partial payment	(2,127,826.38)		(2,127,826.38)	$0
54				Wilmington Trust / Buyer's		B of A - wire - partial payment	(450,000.00)		(450,000.00)	$0
55										
56							(5,819,197.40)		(5,819,197.40)	0.00
57					**Amount to be wired to Seller to B of A so that B of A receives total of $4, 950,000**					
58										
59					Total Due to B of A		4,950,000.00		4,950,000.00	$0
60					wire from Buyer		(2,127,826.38)		(2,127,826.38)	$0
61					wire from Wilminton Trust / Buyer's Deposit		(450,000.00)		(450,000.00)	$0
62										
63						Amount Seller to wire to B of A	2,372,173.62		2,372,173.62	0.00

Note: The $9.0 million sale amount from Garden's Alive was subject to working capital adjustments. Accordingly, the cash paid was reduced by certain rejected aged or damaged inventory, and the amount of inventory that was sold by the Debtors and converted into cash from the time the APA was entered through the inventory taking the week of the sale closing. The cash from the sale of inventory was used by the Debtor to pay the secured claims of Bank of America and Northfield Savings Bank.