

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

In re:

America's Gardening Resource, Inc., *et al.*

Debtors.¹

Chapter 11

Case No. 25-11180 (BLS)

(Jointly Administered)

Objection Deadline: July 31, 2025 at 4:00 p.m. (ET)

Hearing Date: August 13, 2025 at 10:00 a.m. (ET)

**MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING THE
DEBTORS TO (A) EMPLOY AND RETAIN AURORA MANAGEMENT PARTNERS
INC. AND (B) DESIGNATE DAVID M. BAKER AS CHIEF RESTRUCTURING
OFFICER FOR THE DEBTORS EFFECTIVE AS
OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), hereby submit this motion (the “Motion”) for entry of an order substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), (i) authorizing the Debtors to (a) retain and employ Aurora Management Partners Inc. (“AMP”) and (b) designate David M. Baker as Chief Restructuring Officer for the Debtors (in such capacity, the “CRO”), pursuant to the terms of the engagement letter attached as **Exhibit B** (the “Engagement Letter”), in each case effective as of the Petition Date (as defined below), and (ii) granting related relief. In support of this Motion, the Debtors submit the Declaration of David M. Baker (the “Baker Declaration”), attached hereto as **Exhibit C**. In further support of the Motion, the Debtors respectfully state as follows:

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.

JURISDICTION AND VENUE

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

2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105 and 363 the Bankruptcy Code, Bankruptcy Rule 2016, and Local Rule 2016-1.

BACKGROUND

4. On June 20, 2025 (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). The Debtors have requested that the Chapter 11 Cases be jointly administered. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in the *Declaration of David Baker in Support of First Day Motions* (the “First Day Declaration”) [Docket No. 11].

5. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to section 1107 and 1108 of the Bankruptcy Code.

6. On July 2, 2025, the United States Trustee for Region 3 (the “U.S. Trustee”) appointed a Committee of Unsecured Creditors (the “Creditors Committee”) in the Chapter 11 Cases. [Docket No. 52]. No trustee or examiner has been appointed in the Chapter 11 Cases.

RELIEF REQUESTED

7. By this Motion, and pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors seek entry of the Proposed Order, (a) authorizing the Debtors to retain and employ AMP to provide the Debtors with the CRO and additional personnel to assist the CRO if necessary, and (b) designating David M. Baker as CRO, pursuant to the terms of the Engagement Letter. As discussed below, the Debtors believe that AMP is able to assist them, and Mr. Baker is able to serve as CRO, in a cost-effective, efficient, and timely manner. The Debtors submit that the retention of AMP and the designation of Mr. Baker as CRO on the terms and conditions set forth herein is necessary and appropriate, is in the best interests of the Debtors’ estates, creditors, and all other parties in interest, and should be granted in all respects. Accordingly, the Debtors respectfully request that the Court approve the employment and retention of AMP under the terms and conditions set forth in this Motion and designate Mr. Baker to continue to serve as CRO of the Debtors during these Chapter 11 Cases.

AMP’S QUALIFICATIONS

8. AMP is a financial consulting and advisory firm that specializes in providing crisis and turnaround management consulting to distressed companies such as the Debtor. Mr. Baker co-founded AMP in 2000 and is the Managing Partner. Mr. Baker has over forty (40) years of diversified business experience in restructuring, financial management, and accounting. Mr. Baker has extensive experience in the development of reorganization plans, creditor negotiations, M&A, business plan preparation and long-term forecasting, developing and implementing cost reduction programs, and financial management of public and privately held companies. He has advised

companies, boards, investors, and lender groups, and insolvent or near-insolvent companies have engaged him to serve as Chairman of the Board, Chief Executive Officer, and Chief Restructuring Officer.

9. Mr. Baker has been involved in hundreds of sale, refinancing and restructuring assignments for distressed middle-market companies both in and outside of Chapter 11 proceedings and has testified in numerous Bankruptcy Courts across the U.S. The following are selected recent publicly disclosed bankruptcy and restructuring engagements under his direction:

i. Chief Restructuring Officer to debtor in:

- a. *In re A.C. Furniture Co., Inc.*, No. 20-60200 (Bankr. W.D. Va. 2020);
- b. *In re Suniva, Inc.*, No. 17-10837 (KG) (Bankr. D. Del. 2017);
- c. *In re Malibu Lighting Corp.*, No. 15-12080 (Bankr. D. Del. 2015);
- d. *In re Brooks Food Grp., Inc.* No. 12-6200 (Bankr. W.D. Va. 2012);
- e. *In re Prime Measurement Prod. LLC*, Case No. 07- 10109 (Bankr. C.D. Cal. 2007);
- f. *In re Laich Industries Corp.*, Case No. 05-16204 (Bankr. N.D. Ohio 2005).

ii. Financial Advisor to debtor in:

- a. *In re Premier Kings, Inc., et al.*, 23-02871 (TOM) (Bankr. N.D. Ala. 2023);
- b. *In re Tessemae's LLC*, No. 23-10675 (NVA) (Bankr. D. Md. 2023);
- c. *In re FM Coal, LLC*, No. 20- 02783 (TOM) (Bankr. N.D. Ala. 2020);
- d. *In re iPic-Gold Class Entm't, LLC*, No. 19-11739 (LSS) (Bankr. D. Del. 2019);
- e. *In re CCI of West Palm, Inc.*, No. 07-16604 (Bankr. S.D. Fla. 2007);

- f. *In re Blue Thunder Auto Trans., Inc.*, No. 07-61268 (Bankr. N.D. Ga. 2007);
 - g. *In re Advanced Vending Sys., Inc.*, No. 06-12523 (Bankr. E.D. Tenn. 2006);
 - h. *In re Shelby-Skipwith, Inc.*, No. 06-22030 (Bankr. W.D. Tenn. 2006);
 - i. *In re Schirmer's LLC*, No. 05-10874 (Bankr. E.D. Va. 2005);
 - j. *In re Ski Chalet, Inc.*, No. 05-10937 (Bankr. E.D. Va. 2005);
 - k. *In re Summitville Tiles, Inc.*, No. 03-46341 (Bankr. N.D. Ohio 2003).
- iii. *AgTech Scientific Group, LLC*, appointed Federal Receiver; entity engaged in large-scale hemp-growing and CBD-production operations in U.S. District Court for the Eastern District of Kentucky;
 - iv. *Heatworks Technologies, Inc.*, appointed State Receiver (Ninth Circuit Court of South Carolina in the Court of Common Pleas for Charleston County); entity engaged in the development and commercialization of novel heating technology for water and other fluids;
 - v. *SGSL Fee Owner, LLC*, appointed State Receiver (Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida); entity owned a mortgaged property that was under significant renovation and being repurposed from a hotel to an assisted living facility;
 - vi. *Independence Lumber, Inc.*, appointed Federal Receiver (U.S. District Court for the Middle District of North Carolina); entity engaged in sawmills and lumber distribution;
 - vii. *Timber Creek Holdings, LLC*, appointed Federal Receiver; entity engaged in natural gas discovery and production in U.S. District Court for the District of Colorado (Denver);
 - viii. *Pyote Water Solutions, LLC*, et al, appointed Federal Receiver (U.S. District Court for the Southern District of Texas); entity engaged in saltwater disposal wells for the oil and gas industry;
 - ix. *Suniva*, appointed Chief Restructuring Officer and was responsible for the 201 Trade Case filed with the Federal Trade Commission ("FTC") regarding tariffs on the importation of solar panels. Suniva was successful in getting the case through the FTC and getting 32% tariffs placed on imports of worldwide solar panels into the United States; and

- x. *Robert's Automotive Centers, Inc.*, appointed Federal Receiver (U.S. District Court for the Northern District of Oklahoma), multi-brand auto dealership conglomerate.

10. In 2005, AMP and Mr. Baker received the Turnaround Management Association's prestigious National Turnaround of the Year Award for their work in the Summitville Tile bankruptcy case in Northern Ohio. In 2013, they won another National Turnaround of the Year Award for their work with Advance Communications, Inc., a cable fulfillment and telecom construction company. He has also received several regional awards for other cases throughout the Southeast. Mr. Baker is a Certified Turnaround Professional (CTP) and Registered Certified Public Accountant (CPA Inactive).

11. The Debtors engaged AMP on May 14, 2025 to "provide Mr. Baker to serve as the [Debtors'] Chief Restructuring Officer," and AMP has been working with the Debtors since that date. See Exhibit B. Since AMP's engagement, Mr. Baker has been actively involved in evaluating the Debtors' liquidity, cash management system, financial forecasting, sale process, and contingency planning. In his capacity as CRO, Mr. Baker is intimately familiar with the day-to-day operations of the Debtors, their businesses and financial affairs, and books and records. This experience and knowledge will be valuable to the Debtors throughout the course of these Chapter 11 Cases. Accordingly, AMP and Mr. Baker have the necessary background and knowledge to advise the Debtors in their Chapter 11 Cases in a cost-effective, efficient and timely manner.

SCOPE OF AMP'S PROPOSED SERVICES

12. Consistent with the Engagement Letter, Mr. Baker will provide CRO services to the Debtors. Mr. Baker, as the CRO, shall have the authority to (i) discuss directly with the Debtors' lenders, the Debtors' businesses, finances and operations and other matters that come to the attention of the CRO; and (ii) speak with and discuss business matters and finances with the Debtors' customers, trade supplier and other stakeholders as necessary. Additionally, Mr. Baker's

authority extends, but is not limited, to (i) the management of the Debtors' liquidity; (ii) the marketing and sale of the Debtors' plants and locations and related assets; (iii) the entry into or modification of any lease agreements or vendor contracts; and, (iv) the hiring of professionals or personnel as needed and/or terminating employment of any of the Debtors' employees.

13. Generally, AMP, through the CRO and with the assistance of any additional AMP personnel as needed, shall perform activities and services customarily performed by a chief restructuring officer. These services are necessary to enable the Debtors to seek to maximize the value of their estates and successfully complete these Chapter 11 Cases, and those services may include, but are not necessarily limited to, the following (collectively, the "CRO Services") services:²

A. Liquidity:

- (a) Assess and evaluate weekly cash flow projections and related assumptions to determine liquidity availability;
- (b) Identify cost-caving and working capital opportunities that can be immediately implemented to improve liquidity;
- (c) Work with the management team to understand cash receipts and disbursement over a 13-week period to potentially adjust business decisions to free up liquidity; and
- (d) Evaluate and analyze all aged account payable, taxes, rent, etc.

B. Business Operations:

- (e) Develop a business restructuring model (the "Plan") that provides scenario analysis to evaluate all strategic alternatives, if appropriate;

² The summaries provided in this Motion are provided for convenience only. In the event of any inconsistency between any summary and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Engagement Letter. In the event of any inconsistency between any summary and the terms and provisions of the Proposed Order, the terms of the Proposed Order shall control.

- (f) In the event a sales process is the path chosen by the Board, manage the sales process and work with the Board to complete the transaction;
 - (g) Work with management and the Board to decide on and execute the appropriate Plan;
 - (h) Manage cash flow to protect non affiliated creditors; and
 - (i) Retain and manage special legal counsel, investment bankers and other professionals as required to execute the Plan.
- C. Other normal and customary duties, authority and responsibility, typically provided to a CRO; and
- D. Other services as required or requested by the Board.

14. The CRO Services to be provided by AMP do not include audit, legal, tax, environmental, accounting, actuarial, employee benefits, insurance advice, or similar specialist and other professional services that are typically outsourced and that shall be obtained from other professionals where required by the Debtors at the Debtors' expense. AMP and Mr. Baker will not act as financial advisors retained under section 327 of the Bankruptcy Code, claims agents, or claims administrators, or investors or acquirers in the Debtors' Chapter 11 Cases.

15. The Debtors believe that AMP, through the designation of Mr. Baker as CRO, is well qualified and able to provide the foregoing CRO Services to the Debtors. Further, the Debtors believe that the CRO Services AMP will provide are necessary to seek to maximize the value of their estates.

NO DUPLICATION OF SERVICES

16. The Debtors believe that AMP's services will not duplicate the services that other professionals will be providing to the Debtors in these Chapter 11 Cases. AMP and the CRO will use reasonable efforts to coordinate with the Debtors' other retained professionals to avoid unnecessary duplication of services.

PROFESSIONAL COMPENSATION

17. As set forth in the Engagement Letter and subject to this Court's approval, the Debtors and AMP have agreed that AMP's professional fees for the work performed under this Agreement will be billed by AMP, and shall be paid by the Debtor, based on the number of hours worked and AMP's standard hourly billing rates. AMP bills its time in increments of 1/10ths of an hour. The hourly rates and fees, subject to periodic adjustments, charged by the AMP professionals anticipated to be assigned to this case are as follows (the "Fee Structure"):

- | | | |
|-----|---|-----------|
| (a) | Managing Director/Sr.
Managing Director/Managing Partner | \$500-820 |
| (b) | Associate Director, Director | \$375-500 |
| (c) | Consultant/Senior Consultant | \$250-375 |

18. The Fee Structure shall be subject to adjustment annually at such time as AMP adjusts its rates generally.

19. Prior to the Petition Date, the Debtors paid AMP a retainer in the aggregate amount of \$150,000 (the "Retainer"). As of the Petition Date, the balance of the Retainer was \$75,273. The Debtors do not currently owe AMP any amounts for legal services rendered prior to the Petition Date.

20. AMP also seeks reimbursement for reasonable and necessary expenses incurred in connection with these Chapter 11 Cases, including, but not limited to, travel, lodging, computer research, and messenger and telephone charges (the "Expense Structure" and, together with the Fee Structure, the "Fee and Expense Structure"). All fees and expenses due to AMP will be billed on a regular basis as agreed to between Aurora and the Debtors and as further set forth in the Engagement Letter.

21. Additional terms of AMP's proposed employment appear in the Engagement Letter and the Proposed Order accompanying this Motion. In the event of a conflict between the Engagement Letter and any order entered by the Court, the order shall govern.

22. The Debtors submit that the Fee and Expense Structure is reasonable, market-based, and designed to compensate AMP fairly for its work and to cover fixed and routine overhead expenses. The Fee and Expense Structure appropriately reflects the nature of the services to be provided by AMP and the fee structures typically utilized by leading financial advisory firms of similar stature to AMP for comparable engagements, with respect to both in- and out-of-court restructurings. The Fee and Expense Structure is consistent with AMP's normal and customary billing practices for cases of this size and complexity and that require the level and scope of services outline herein.

FEES AND REPORTING

23. If the Court approves the relief requested herein, AMP will be retained as of the Petition Date and Mr. Baker designated to continue as CRO pursuant to section 363 of the Bankruptcy Code. Because the Debtors are not seeking to employ AMP as a professional under section 327 of the Bankruptcy Code, the firm will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. Instead, AMP will submit monthly invoices to the Debtors for payment and those fees and expenses incurred by AMP will be treated as administrative expenses.

24. To maintain transparency and to comply with the U.S. Trustee's protocol applicable to the retention of personnel under section 363 of the Bankruptcy Code, AMP will file with the Court, and provide notice to the U.S. Trustee, counsel to the Committee and the Prepetition Secured Parties (the "Notice Parties"), reports of compensation earned, expenses incurred, and staffing on the Chapter 11 Cases (the "Staffing Report") by the last day of each month for the

previous month, which will include summary charts listing the names and the number of hours worked by all AMP personnel involved in these Chapter 11 Cases for the month, the total fees sought in connection therewith, and a summary of the reimbursable expenses incurred for the relevant period. The first Staffing Report shall cover the period from the Petition Date until the end of the month in which the Proposed Order is entered and shall be submitted within thirty (30) days thereafter.

25. The Staffing Reports will be subject to review by the Court if an objection is filed by any of the Notice Parties and served on the Debtors, the Debtors' undersigned proposed counsel, and AMP within fourteen (14) days after the date such Staffing Report is filed and served (the "Objection Period"). The Debtors respectfully request that they be authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by AMP for fees and expenses incurred in connection with AMP's retention. If an objection is timely filed and served during the Objection Period and not consensually resolved, the Debtors shall deduct an amount equal to the amount objected to from the next payment to AMP until such objection is resolved, either consensually or by Court order.

AMP'S DISINTERESTEDNESS

26. To the best of the Debtors' knowledge, and based upon the Baker Declaration, AMP is not a creditor, an interest holder or an insider of the Debtors, nor does AMP have any direct or indirect relationship to, connection with, or interest in, the Debtors that is materially adverse to the interests of the Debtors or their estates.

27. In connection with the proposed retention, AMP has been provided a list of the Debtors' creditors and other persons identified as parties-in-interest in the Debtors' chapter 11 cases. Except as set forth in the Baker Declaration, to the best of the Debtors' knowledge, AMP

does not have any connections with the Debtors, their creditors or any other party in interest, or their respective attorneys and accountants, the United States Trustee or any person employed in the office of the United States Trustee. Although the retention of AMP is not governed by section 27 of the Bankruptcy Code, the Debtors believe that AMP qualifies as a “disinterested person” as that term is defined in §101(14) of the Bankruptcy Code.

28. AMP will continue to conduct periodic analyses to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, AMP will use reasonable efforts to promptly file a supplemental disclosure with the Court.

INDEMNIFICATION PROVISIONS

29. As a material part of the consideration for which AMP has agreed to provide the services described herein, the Debtors have agreed to the indemnification provisions set forth on page 3 and Schedule B of the Engagement Letter (the “Indemnification Provisions”). In short, the Indemnification Provisions provide that the Debtors (a) will indemnify and hold harmless Aurora and its affiliates, and their respective past, present and future directors, officers, shareholders, partners, members, employees, agents, representatives, advisors, consultants, analysts, subcontractors and controlling persons (collectively, the “Indemnified Parties”) from and against any and all losses, claims, damages or liabilities (i) arising out of or based on any untrue statements of material fact contained in materials or any other information provided to any third party by or on behalf of the Debtors, or the omission (or alleged omission) to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading or (ii) otherwise arising out of and/or relating to the Engagement Letter, any transaction or proposed transaction, or any actions taken or omitted to be taken by an Indemnified Party or the Debtors in connection with the Engagement Letter; and, (b) agree to reimburse each Indemnified

Party for all expenses incurred in connection with the defense of any such claim, including any suit or proceeding relating thereto.

30. Additionally, the Indemnification Provisions provide that if the foregoing indemnification is unavailable to the Indemnified Parties or insufficient to hold them harmless, the Debtors shall contribute to the amount paid or payable by the Indemnified Parties as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative benefits received by the Debtors, on the one hand, and AMP, on the other, in the matters contemplated by the Engagement Letter, as well as the relative fault of the Debtors and the Indemnified Parties with respect to any losses, claims, damages, liabilities or expenses referred to in such Indemnification Provisions.

31. Notwithstanding the Indemnification Provisions in the Engagement Letter, the Proposed Order modifies such Indemnification Provisions so that the Debtors are only permitted to indemnify those persons serving as executive officers (including, without limitation, the Debtors' CRO) on the same terms as provided to the Debtors' other officers and directors under the Debtors' bylaws and applicable state law. The Proposed Order further provides that there shall be no other indemnification of the Indemnified Persons. The Debtors and AMP believe that the Indemnification Provision, modified by the Proposed Order, is customary and reasonable for firms providing interim management services.

BASIS FOR RELIEF REQUESTED

32. The Debtors seek to engage AMP, and to designate Mr. Baker to continue as CRO, pursuant to section 363 of the Bankruptcy Code effective as of the Petition Date. Section 363(b)(1) of the Bankruptcy Code provides in relevant part that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Further, pursuant to section 105(a) of the Bankruptcy Code, the "court may

issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

33. Under applicable caselaw in this and other jurisdictions, if a debtor’s proposed use of its assets pursuant to section 363(b) of the Bankruptcy Code represents an exercise of reasonable business judgment on the part of the debtor, such use should be approved. *See Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) (“In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.”); *see also Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (“The rule we adopt requires that a judge determining a § 363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application.”); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (stating that section 363(b) gives the court “broad flexibility” to make payments outside of the ordinary course of business as long as the debtor articulates a business justification); *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (“Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.”).

34. The relief requested herein is appropriate and warranted under the above standards. Approval of the Debtors’ retention of AMP to provide the CRO and additional personnel as needed, as requested by this Motion, would enable the Debtors to most efficiently administer these Chapter 11 Cases, address issues arising therein, and preserve and maximize the value of the estates. The decision to retain AMP and designate Mr. Baker as CRO should therefore be

authorized because it represents a sound exercise of the Debtors' business judgment. As described above, Mr. Baker has extensive experience as a bankruptcy and restructuring professional for many troubled companies that has been, and will continue to be, valuable to the Debtors during these Chapter 11 Cases. The Debtors therefore believe that Mr. Baker will provide services that substantially benefit the Debtors' estates and creditors. AMP has extensive experience providing turnaround and crisis management services in chapter 11 proceedings and has an excellent reputation for the services to be rendered in these Chapter 11 Cases on behalf of debtors and creditors throughout the United States.

35. Through negotiations, the Debtors have retained AMP and secured Mr. Baker for the CRO Services during these Chapter 11 Cases on economic terms that are fair, reasonable, and beneficial to the Debtors' estates.

36. The Debtors believe that the retention of AMP is a sound exercise of the Debtors' business judgment and is in the best interests of all parties in interest in these Chapter 11 Cases. The Debtors additionally believe that AMP and Mr. Baker are well-qualified and able to assist the Debtors in a cost-effective, efficient, and timely manner. The retention of AMP and continued employment of Mr. Baker as CRO is necessary to the Debtors' efforts to efficiently and effectively administer their Chapter 11 Cases. As such, the relief requested herein will allow the Debtors to seek to maximize the value of the Debtors' estates for the benefit of all stakeholders.

37. Courts in this district and other jurisdictions have approved relief similar to the relief requested in this Motion. *See, e.g., In re MOM CA Investco LLC*, No. 25-10321 (BLS) (Bankr. D. Del. Apr. 11, 2025) [D.I. 209]; *In re Fisker, Inc.*, No. 24-11390 (TMH) (Bankr. D. Del. July 16, 2024) [D.I. 234]; *In re Am. Physician Partners, LLC*, No. 23- 11469 (BLS) (Bankr. D. Del. Oct. 16, 2023) [D.I. 245]; *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del. Oct. 4,

2023) [D.I. 761]; *In re iMedia Brands, Inc.*, No. 23-10852 (KBO) (Bankr. D. Del. Aug. 10, 2023) [D.I. 423]; *In re Peer St., Inc.*, No. 23-10815 (LSS) (Bankr. D. Del. July 27, 2023) [D.I. 144]; *In re Boxed, Inc.*, No. 23-10397 (BLS) (Bankr. D. Del. July 11, 2023) [D.I. 333]; *In re Nova Wildcat Shur-Line Holdings, Inc.*, No. 23-10114 (CTG) (Bankr. D. Del. Mar. 9, 2023) [D.I. 186]; *In re Big Village Holding, LLC*, No. 23-10174 (CTG) (Bankr. D. Del. Mar. 6, 2023) [D.I. 100]; *In re Taronis Fuels, Inc.*, No. 22-11121 (BLS) (Bankr. D. Del. Dec. 14, 2022) [D.I. 149]; *In re JAB Energy Solution II, LLC*, No. 21-11226 (CTG) (Bankr. D. Del. Nov. 15, 2021) [D.I. 110]; *In re TZEW Holdco LLC*, No. 20-10910 (CSS) (Bankr. D. Del. May 7, 2020) [D.I. 200]; *In re Forever 21, Inc.*, No. 19-12122 (MFW) (Bankr. D. Del. Nov. 4, 2019) [D.I. 388].³

38. Based upon the foregoing, the Debtors submit that retention of AMP and the designation of Mr. Baker as CRO on the terms set forth herein and in the Engagement Letter are essential, appropriate, and in the best interests of the Debtors' estates, creditors, and other parties in interest, and should be granted in these Chapter 11 Cases.

39. The Debtors further request that AMP's retention be effective as of the Petition Date to allow AMP to be compensated for the work performed for the Debtors prior to the Court's consideration and approval of this Motion. The Debtors submit that under the circumstances, and to avoid irreparable harm to the Debtors' estates that may occur if AMP is not immediately retained, retroactive approval to the Petition Date is warranted. *See e.g., FIS Airlease II, Inc. v. Simon (In re FIS Airlease II, Inc.)*, 844 F.2d 99, 103 (3d Cir. 1988), *cert. denied*, 488 U.S. 852 (1988); *In re Garden Ridge Corp.*, 326 B.R. 278, 281 (Bankr. D. Del. 2005); *Indian River Homes*,

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

Inc. v. Sussex Tr. Co., 108 B.R. 46, 51 (D. Del. 1989) (finding that approval of the debtor's employment of an attorney and real estate agent as of a prior date was not an abuse of discretion).

NOTICE

40. The Debtors will provide notice of this Motion to: (a) the United States Trustee for the District of Delaware; (b) counsel to the Debtors' prepetition lenders; (c) counsel to the Creditors Committee; (d) the trustee for the Debtors' ESOP; (e) the United States Securities and Exchange Commission; (f) the Internal Revenue Service; (g) the Office of the United States Attorney for the District of Delaware; (h) the Delaware State Treasury; (i) the Delaware Secretary of State; and (j) all parties that have requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

41. No prior application for the relief requested herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order in substantially the form attached hereto as **Exhibit A**, (i) granting the relief sought herein; and (ii) granting to the Debtors such other and further relief as the Court may deem proper.

Dated: July 17, 2025

Respectfully Submitted,

/s/ Rebecca Gray
Rebecca Gray
President and Chief Executive Officer of
America's Gardening Resource, Inc., *et al.*

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

In re:	)	
	)	Chapter 11
	)	
AMERICA’S GARDENING RESOURCE, INC., <i>et al.</i> , ¹	)	Case No. 25-11180 (BLS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Objection Deadline: July 31, 2025 at 4:00 p.m. (ET)
	)	Hearing Date: August 13, 2025 at 10:00 a.m. (ET)

**NOTICE OF MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE DEBTORS TO (A) EMPLOY AND RETAIN AURORA
MANAGEMENT PARTNERS INC. AND (B) DESIGNATE DAVID M. BAKER
AS CHIEF RESTRUCTURING OFFICER FOR THE DEBTORS EFFECTIVE
AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that, on July 17, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of the Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Employ and Retain Aurora Management Partners Inc. and (B) Designate David M. Baker as Chief Restructuring Officer for the Debtors Effective as of the Petition Date and (II) Granting Related Relief* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801 (the “Court”).

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on **August 13, 2025 at 10:00 a.m.** before the Honorable Brendan L. Shannon, United States Bankruptcy Judge for the District of Delaware, at the Court, 824 North Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the entry of an order granting the relief sought in the Motion must be in writing and filed with the Court on or before **July 31, 2025 at 4:00 p.m. (ET) (the “Objection Deadline”)**. At the same time, you must serve a copy of the response or objection upon the undersigned proposed counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

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); IGH, Inc. (9336); Serac Corporation (9800); 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.

Dated: July 17, 2025
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Jack M. Dougherty

Patrick J. Reilley (No. 4451)
Jack M. Dougherty (No. 6784)
500 Delaware Avenue, Suite 600
Wilmington, Delaware 19801
Telephone: (302) 652-3131
Facsimile: (302) 574-2103
Email: preilley@coleschotz.com
jdougherty@coleschotz.com

-and-

Gary H. Leibowitz (admitted *pro hac vice*)
H.C. Jones III (admitted *pro hac vice*)
J. Michael Pardoe (admitted *pro hac vice*)
1201 Wills Street, Suite 320
Baltimore, Maryland 21231
Telephone: (410) 230-0660
Facsimile: (410) 230-0667
Email: gleibowitz@coleschotz.com
hjones@coleschotz.com
mpardoe@coleschotz.com

Proposed Counsel for Debtors and Debtors-in-Possession

EXHIBIT A

Proposed Order

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

In re:

America's Gardening Resource, Inc., *et al.*,

Debtors.¹

Chapter 11

Case No. 25-11180 (BLS)

(Jointly Administered)

Re: Docket No. _____

**ORDER (I) AUTHORIZING THE DEBTORS TO (A) EMPLOY AND RETAIN
AURORA MANAGEMENT PARTNERS INC. AND (B) DESIGNATE DAVID M.
BAKER AS CHIEF RESTRUCTURING OFFICER FOR THE DEBTORS EFFECTIVE
AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

Upon the Motion (the "Motion")² of the above-captioned debtors and debtors in possession (the "Debtors") for entry of an order (the "Order") pursuant to sections 105(a) and 363(b) of title 11 of the Bankruptcy Code, Bankruptcy Rule 2002(f) and Local Rule 2002-1(f), authorizing the Debtors to (a) employ and retain Aurora Management Partners Inc. ("AMP") to provide the Debtors with a Chief Restructuring Officer ("CRO"), in accordance with the terms of the Engagement Letter, as modified by this Order, and (b) designate David M. Baker as CRO, all as more fully described in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* of the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Debtors having confirmed their consent, pursuant to Rule 9013-1(f)

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

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Engagement Letter, as applicable.

of the Local Rules, to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution; and this Court having found that venue of these Chapter 11 Cases and this proceeding is proper pursuant to 28 U.S.C. § 1408; and this Court having found that the relief requested in this Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and the Baker Declaration; and this Court having heard the statements in support of the requested relief at a hearing before this Court, if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing establish just cause for the relief granted herein; and any objections to the relief requested in the Motion having been overruled or withdrawn; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is **APPROVED** as set forth herein.
2. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are permitted to indemnify those persons serving as executive officers on the same terms as those provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law and to provide insurance coverage to such executive officers under the Debtors' or their affiliates' existing director and officer liability policies. There otherwise shall be no indemnification of AMP or its affiliates. Notwithstanding the lack of Debtors' indemnity for certain employees of AMP who provide services to the Debtors, AMP may require the Debtors to

pay for insurance that covers such AMP employees who provide services to the Debtors but are not officers of the Debtors, and may require the Debtors to provide additional directors' and officers' insurance coverage for the CRO.

4. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors are authorized to employ and retain AMP to provide the Debtors with a CRO, to designate Mr. Baker to continue as CRO for the Debtors, effective as of the Petition Date, on the terms set forth in the Engagement Letter, subject to the following terms, which apply notwithstanding anything to the contrary in the Engagement Letter, the Motion, or any of the exhibits related thereto:

- (a) AMP and its affiliates shall not act in any other capacity (for example, without limitation, claims agent/claims administrator, or investor/acquirer) in connection with these Chapter 11 Cases.
- (b) In the event the Debtors seek to have Mr. Baker or AMP personnel assume executive officer positions that are different than the positions disclosed in the Motion or to change materially the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new executive officers, or (iii) altering or expanding the scope of the engagement, an application or motion to modify Mr. Baker's and AMP's retention shall be filed;
- (c) AMP shall file with the Court, with copies to the United States Trustee (the "U.S. Trustee") and counsel to the Committee and Prepetition Secured Parties (collectively, the "Notice Parties"), a monthly report of staffing on the engagement on the last day of each month for the previous month (the "Staffing Reports"). Such reports shall contain summary charts that describe the services provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred during such period. Time records shall (i) be appended to the reports, and (ii) contain detailed time records describing the task(s) performed. The time records shall identify the time spent completing each task performed in half-hour increments. All compensation shall be subject to review by the Court in the event an objection is filed;
- (d) No principal, employee, or independent contractor of AMP or its affiliates shall serve as a director of the above-captioned Debtors during the pendency of the Chapter 11 Cases;
- (e) The Staffing Report will be subject to review by the Court if an objection is timely filed by any of the Notice Parties and served on the Debtors, the Debtors' undersigned counsel, and AMP within fourteen (14) days after the

date each Staffing Report is filed and served (the “Objection Period”). The Debtors shall be authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by AMP for fees and expenses incurred in connection with AMP’s retention. If an objection is filed and served during the Objection Period and not consensually resolved, the Debtors shall deduct an amount equal to the amount objected to from the next payment to AMP until such objection is resolved, either consensually or by Court order;

- (f) Subject to the Notice Parties’ rights to object as set forth in paragraph 5(e) above, the Debtors are authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by AMP for fees and expenses incurred in connection with AMP’s retention;
- (g) AMP shall disclose any and all facts that may have a bearing on whether the firm, its affiliates, and individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest. If additional Potential Parties-in-Interest are provided to AMP and any new material relevant facts or relationships are discovered or identified, AMP will promptly file a supplemental declaration; and
- (h) In the event that during the pendency of these Chapter 11 Cases, AMP seeks reimbursement for any attorneys’ fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in AMP’s monthly reports and such invoices and time records shall be in compliance with the Local Rules, and shall be subject to approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained pursuant to section 327 of the Bankruptcy Code and without regard to whether such attorney’s services satisfy section 330(a)(3)(C) of the Bankruptcy Code; *provided, however,* that AMP shall not seek compensation or reimbursement from the Debtors’ estates for any fees or expenses (including attorneys’ fees or expenses) in defending against any objections to AMP’s Staffing Reports in these Chapter 11 Cases.

5. Notwithstanding any stay that might be imposed by Bankruptcy Rule 6004 or otherwise, this Order shall be effective and enforceable immediately upon entry hereof.

6. To the extent there is any inconsistency between the terms of the Engagement Letter, the Motion, and this Order, the terms of this Order shall govern.

7. The Debtors are authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Order in accordance with the Motion.

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

EXHIBIT B

Engagement Letter



Aurora Management Partners Inc.
112 South Tryon St. Ste 1770
Charlotte, NC 28284
Office: 704-377-6010
www.auroramp.com

May 14, 2025

Ms. Rebecca Gray
CEO and President
Gardener's Supply Company
128 Intervale Road
Burlington, VT 05401

Dear Ms. Gray,

This letter along with the attached schedules (the "Agreement") sets forth the agreement between America's Gardening Resource, Inc., d/b/a Gardener's Supply Company (the "Company"), on the one hand, and Aurora Management Partners Inc. ("Aurora"), on the other, (the Company and Aurora each, a "Party") under which the Company is engaging Aurora to serve as Chief Restructuring Officer.

Aurora will provide Mr. David Baker to serve as the Companies' Chief Restructuring Officer (the "CRO"). In completing this assignment, the CRO and Aurora personnel assisting on this engagement will report to the Board of Directors of the Company and will provide periodic updates on progress made in fulfilling the scope of services to both the CEO and Board of Directors. As CRO, Aurora will fulfill its fiduciary responsibilities to all stakeholders of the Companies.

In its capacity as CRO, Baker and Aurora will have the authority during this engagement to discuss directly with the Company's lenders, the Company's business, finances and operations and other matters that come to the attention of the CRO. The CRO will also have authority to speak with and discuss business matters and finances with the Companies' customers, trade supplier and other stakeholders as reasonably necessary.

The level of Authority granted to the CRO will include, but not be limited to, the management of the Companies liquidity, including use of cash and cash equivalents, marketing and sale of Company's plants and locations and related assets, authority to enter-into or modify any lease agreements or vendor contracts, hiring professionals, and hiring personnel as needed and terminating employment of any employee of the Companies.

Scope of Services. Aurora will provide services to fulfill the Chief Restructuring Officer role. The services provided will include but are not limited to the following:

1. Liquidity:
 - a. Assess and evaluate weekly cash flow projections and related assumptions to determine

- liquidity availability.
 - b. Identify cost-saving and working capital opportunities that can be immediately implemented to improve liquidity.
 - c. Work with the management team to understand cash receipts and disbursement over a 13-week period to potentially adjust business decisions to free up liquidity.
 - d. Work with the management team to request accommodation and support from Company's major Customers.
 - e. Evaluate and analyze all aged account payable, taxes, rent, etc.
2. Business Operations:
- a. Develop a business restructuring model (the "Plan") that provides scenario analysis to evaluate all strategic alternatives, if appropriate.
 - b. In the event a sales process is the path chosen by the Board of Directors, manage the sales process and work with the Board to complete the transaction.
 - c. Work with management and the Board of Director to decide on and execute the appropriate Plan.
 - d. Manage cash flow to protect non-affiliated creditors.
 - e. Retain and manage special legal counsel, investment bankers and other professionals as required to execute the Plan.
3. Other normal and customary duties, authority and responsibility, typically provided to a CRO.
4. Other services as required or requested by the Board or Directors.

Compensation: Aurora's professional fees for the work performed under this Agreement will be billed by Aurora, and shall be paid by the Company, based on the number of hours worked and Aurora's standard hourly billing rates. Schedule A hereto sets forth the current ranges of rates for the professionals that may be involved in this matter. Aurora bills its time in increments of 1/10th of an hour.

Aurora will invoice the Company, and the Company agrees to pay Aurora, based on the above method. The invoices will set forth detailed itemizations of the charges. Invoices will be provided to the Company on a weekly basis, or at other logical points during the engagement. Each invoice is due within five (5) days of presentation by Aurora. Aurora's fees are not contingent on the outcome of the matters.

In matters in which travel by Aurora is required, Aurora will bill, and the Company agrees to pay travel time calculated at 50% of Aurora's hourly rate of the traveling representative. The parties understand that Aurora's hourly rates are set at a level designed to compensate Aurora Management Partners fairly for the work of its professionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions (which adjustments will be reflected in the first Aurora invoice following any such adjustments) and are consistent with the rates charged elsewhere.

Expenses. Aurora's invoices will also include billings for all customary out-of-pocket expenses incurred by Aurora, billed at the actual cost incurred, and such expenses shall be reimbursed by the Company.



Retainer. The Company shall remit to Aurora a retainer in the amount of \$75,000.00 via wire transfer, upon the Company's execution of this Agreement. At the beginning of each weekly period in which Aurora's services are to be provided, the Company will replenish the retainer, via wire or ACH payment, so as to return the retainer to the above amount. Aurora reserves the right to increase the required retainer amount in the event the Parties agree to an increase in the scope of services for performance by Aurora. Aurora may apply retainer to its periodic billings, or it may reserve retainer for application to Aurora's final billing, and the timing of Aurora's application of retainer will be in Aurora's sole discretion.

The Company hereby grants Aurora a security interest in the funds that Aurora holds and will hold as retainer, which shall secure all of the Company's obligations to Aurora, whether currently existing or hereinafter arising.

After Aurora has been indefeasibly paid all amounts owed and to be owed under the terms of this Agreement, any remaining balance on the retainer shall be refunded to the Company.

Certain Legal Expenses. Aurora shall also be entitled to reimbursement for all legal fees and legal expenses incurred by Aurora in connection with its performance under the Agreement, provided that the Company first consents to the retention of such counsel for such services (which consent shall not be unreasonably withheld or delayed). All such fees and costs will be reimbursed by the Company to Aurora upon the Company's receipt of invoices therefore, which shall be submitted to the Company promptly after Aurora receives the invoices from counsel. If Aurora so chooses, the Company shall pay such counsel directly in lieu of reimbursing Aurora. Separate from the above, Aurora reserves the right to invoice the Company for, and the Company agrees to pay, legal fees and legal expenses incurred in connection with drafting the Agreement and/or the Company's retention of Aurora. Any special legal, accounting, tax, or appraisal consultations that may be required will be the responsibility and obligation of the Company, unless Aurora otherwise agrees in writing.

The Parties further agree:

Indemnification; Contribution; Limitation of Liability. In connection with engagements of the type covered by this Agreement, Aurora requires the client to provide rights to indemnification and contribution, and a limitation of liability. Therefore, by signing this Agreement, the Company agrees to all provisions contained in Schedule B attached hereto, which provisions are expressly incorporated herein by this reference.

Term; Termination. The term of this Agreement shall commence as of the complete execution of this agreement by both parties and receipt of the Retainer, and the term continues until the engagement is completed, or earlier if the engagement is terminated by either Party.

This Agreement may be terminated by either Party, in its sole discretion, for any reason. The termination is effective immediately upon the other Party's receipt of written notice of the termination. Upon any termination of this Agreement, Aurora shall be entitled to all fees and expenses incurred pursuant to this Agreement prior to the Party's receipt of such notice, and all of such fees and expenses will be immediately due and payable by the Company; however, this paragraph does not limit any payment obligations of the Company under this Agreement.

Client Cooperation; Reliance on Client's Information. The Company acknowledges and agrees that the ability of Aurora to perform the engagement hereunder requires the full cooperation and assistance by the



Company and its personnel. The Company therefore agrees to furnish to Aurora all information, documents and other materials requested by Aurora and to make available to Aurora for meetings, conference calls and otherwise all personnel identified by Aurora. The Company will enable Aurora to receive on a timely basis all information requested by Aurora related to the engagement under this Agreement. The Company acknowledges and agrees that Aurora, in performance of the engagement hereunder, will be relying on the truth, completeness and accuracy of all written documentation delivered and the verbal communications made by the Company and its representatives, to Aurora.

Confidentiality. Aurora agrees to keep all sensitive information pertaining to the Company confidential and not to disclose to third parties such information (to the extent it has not become public without regard to disclosure by Aurora), absent the authorization of the Company. If Aurora receives a subpoena or other court process compelling disclosure of any information pertaining to the engagement under this Agreement, Aurora will provide the Company as much notice as is practicable in the circumstances so as to allow the Company to attempt to preclude or condition the disclosure of any confidential information.

Independent Contractor Relationship. Aurora shall serve as an independent contractor to the Company in rendering its services under this Agreement. This Agreement does not create, and shall not be construed to create, a relationship of principal/agent, joint venture, partnership, employer/employee, master/servant, or any comparable relationship, as between Aurora and the Company, and the Parties expressly deny the existence of any such relationship.

Income Tax. The Company will not pay any income taxes on account of Aurora. Nor will the Company be required to withhold any monies from the compensation of Aurora for tax purposes.

Governing Law; Right to Attorneys' Fees. The laws of the State of Georgia shall govern this Agreement and any controversy arising under it, without regard to conflicts of laws principles. The prevailing party in any dispute arising under this Agreement shall be entitled to recover from the other all reasonable legal fees and costs, and the costs of any experts, incurred for or in any lawsuit on the dispute.

Mandatory Mediation. Prior to the commencement of any court action by one Party against the other, any dispute or claim arising between them out of this Agreement or out of any resulting transaction must be submitted to a mediation. The mediation shall be conducted by one (1) mediator whose selection shall be agreed to in good faith by both Parties. The mediation shall be held in Charlotte, North Carolina. The fees and expenses of the mediation service and/or mediator shall be shared equally between the Parties and paid in advance to the extent required by the service and/or mediator. The Parties agree to exercise their best efforts, and attempt in good faith, to resolve all disputes in such mediation. For any dispute or claim to which this paragraph applies, should a Party commence court action against the other without first attempting to resolve the dispute through such a mediation, or refuse to mediate after a request by the other has been made under this paragraph, such Party will be precluded from any recovery of attorneys' fees and/or expenses, whether recovery is based on applicable law or this Agreement.

Waiver of Jury Trial. Each of the Parties to this Agreement hereby waives any right to a jury trial with respect to any claim, action, suit or proceeding made or brought by one of the Parties against the other in connection with or arising under this Agreement.

Conflicts of Interest. Nothing contained in this Agreement or otherwise shall diminish or impair the right of Aurora to accept engagements, directly or indirectly, from the Company's lender(s) or from other



professionals or other third parties, provided that such engagements do not involve the relationship of the lender(s), the other professionals or the other third parties, with the Company.

Assignment and Modification. This Agreement may not be waived, amended, modified or assigned, in any way, in whole or in part, including by operation of law, without the prior written consent of both Parties.

Entire Agreement. The Agreement constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings, both written and oral, with respect to the subject matter hereof.

Counterparts. This Agreement may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

Headings. Headings in this Agreement are set forth for convenience only and shall not be used to interpret or construe its provisions.

Authority. The undersigned represent that they have authority to enter into the Agreement on behalf of their respective Parties.

All communications to Aurora should be directed to:

Mr. David M. Baker, CTP
Aurora Management Partners Inc.
112 South Tryon Street, Suite 1770
Charlotte, NC 28284
Phone (828) 638-5744 (direct)
Email: dbaker@auroramp.com

Thank you for allowing Aurora the opportunity to assist you. If the Company agrees to the terms of this Agreement, please sign below and return the signature to us via facsimile or electronic copy, retaining the original for your file.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

AURORA MANAGEMENT PARTNERS INC.

By:

David M. Baker

Managing Partner

[title]



Dated: 5/22/2025 | 8:46 AM PDT

AMERICA'S GARDENING RESOURCE, INC., D/B/A GARDENER'S SUPPLY COMPANY

By: DocuSigned by:

6DC1A9A6A64F40A...
CEO & President [title]

Dated: 5/21/2025 | 12:55 PM PDT

SCHEDULE A**AURORA MANAGEMENT PARTNERS, INC.
FEE SCHEDULE**

Managing Director/Sr. Managing Director/Managing Partner	\$500-820
Associate Director, Director	\$375-500
Consultant, Senior Consultant	\$250-375

Notes:

- 1) All billing will be submitted weekly and is due within 5 days of presentation.
- 2) All time billed in 1/10th of an hour increments.
- 3) All travel time will be billed at 50% of the applicable rate.



SCHEDULE B

Unless otherwise noted, all capitalized terms used below shall have the meanings set forth above in the Agreement.

Indemnification; Reimbursement. As a material part of the consideration for the agreement by Aurora to provide services under the Agreement, the Company agrees:

(i) to indemnify and hold harmless Aurora and its affiliates, and their respective past, present and future directors, officers, shareholders, partners, members, employees, agents, representatives, advisors, consultants, analysts, subcontractors and controlling persons (collectively, the “Indemnified Parties”), to the fullest extent that applicable law permits, from and against any and all losses, claims, damages or liabilities (or actions in respect thereof), joint or several, (A) arising out of or based on any untrue statement (or alleged untrue statement) of any material fact contained in materials or any other information (written or oral) provided to any third party by or on behalf of the Company, or the omission (or alleged omission) to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or (B) otherwise arising out of and/or relating to the Agreement, any transaction or proposed transaction, or any actions taken or omitted to be taken by an Indemnified Party or the Company in connection with the Agreement, however, the Company shall not be liable under clause (i)(B) for any loss, claim, damage or liability finally judicially determined by a court of competent jurisdiction to have resulted solely from the willful misconduct or gross negligence by such Indemnified Party; and

(ii) to reimburse each Indemnified Party for all expenses (including, without limitation, the fees and expenses of counsel) as they are incurred in connection with investigating, preparing, pursuing, defending, settling or compromising any action, suit, dispute, inquiry, investigation or proceeding, pending or threatened, brought by or against any person (including, without limitation, any shareholder or derivative action), arising out of or relating to the Agreement, or such engagement, transaction or actions.

Contribution. If, for any reason, the foregoing indemnification or reimbursement is unavailable to any Indemnified Party, or insufficient to fully indemnify any such party or to hold it harmless regarding any losses, claims, damages, liabilities or expenses referred to in such indemnification or reimbursement provisions, then the Company shall contribute to the amount paid or payable by the Indemnified Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and Aurora, on the other, in connection with the matters contemplated by the Agreement. If, however, the allocation provided by the preceding sentence is not permitted by applicable law, then the Company shall contribute to such amount paid or payable by any Indemnified Party in such proportion as is appropriate to reflect not only such relative benefits, but also the relative fault, of the Company, on the one hand, and such Indemnified Party, on the other, in connection therewith, as well as any other relevant equitable considerations. Notwithstanding the foregoing, in no event shall the Indemnified Parties be required to contribute an aggregate amount in excess of the amount of fees actually received by Aurora from the Company under the Agreement. Relative benefits to the Company, on the one hand, and Aurora, on the other, shall be deemed to be in the same proportion as (i) the total value paid or received, or contemplated to be paid or received, by the Company, and its security holders, creditors, and other affiliates, as the case may be, pursuant to the transaction(s) (whether or not consummated) contemplated by the engagement hereunder, bears to (ii) the fees received by Aurora under the Agreement.



Settlements. The Company shall not settle or compromise or consent to the entry of any judgment in, or otherwise seek to terminate, any pending or threatened action, suit, dispute, inquiry, investigation or proceeding for which indemnification may be sought hereunder (whether or not an Indemnified Party is an actual or potential party), unless such settlement, compromise, consent or termination includes a release in favor of the Indemnified Parties reasonably satisfactory to Aurora.

Limitation of Liability. The Company further agrees that neither Aurora nor any other Indemnified Party shall have any liability (whether direct or indirect and regardless of the legal theory advanced) to the Company, or any person or entity asserting claims on behalf of or in right of the Company, related to or arising out of the Agreement, any transaction or proposed transaction, or any actions taken or omitted to be taken by an Indemnified Party or the Company in connection with the Agreement, except for losses, claims, damages or liabilities incurred by the Company finally judicially determined by a court of competent jurisdiction to have resulted solely from the willful misconduct or gross negligence of such Indemnified Party.

The indemnity and reimbursement and the other obligations and agreements of the Company set forth in this schedule (i) shall apply to any services provided by Aurora in connection with its engagement prior to the date hereof, and to any modifications or amendments to the Agreement, (ii) shall be in addition to any obligation or liability which the Company may otherwise have to any Indemnified Party, (iii) shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Company or any Indemnified Party or any person controlling any of them, and (iv) shall survive the completion of the services under, and any termination of, the Agreement.

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EXHIBIT C

Declaration of David M. Baker

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

In re:

America's Gardening Resource, Inc., *et al.*,

Debtors.¹

Chapter 11

Case No. 25-11180 (BLS)

(Jointly Administered)

**DECLARATION OF DAVID M. BAKER IN SUPPORT OF MOTION OF DEBTORS
FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO (A) EMPLOY
AND RETAIN AURORA MANAGEMENT PARTNERS INC., AND (B) DESIGNATE
DAVID M. BAKER AS CHIEF RESTRUCTURING OFFICER FOR THE DEBTORS
EFFECTIVE AS OF THE PETITION DATE; AND (II) GRANTING RELATED RELIEF**

I, David M. Baker, declare under penalty of perjury as follows:

1. I am the founder and Managing Partner for Aurora Management Partners Inc. ("AMP"). I am duly authorized to make this declaration (this "Declaration") in support of the *Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Employ and Retain Aurora Management Partners Inc. and (B) Designate David M. Baker as Chief Restructuring Officer for the Debtors Effective as of the Petition Date and (II) Granting Related Relief* (the "Motion")² which seeks authorization to (a) employ and retain AMP to provide the Debtors with a Chief Restructuring Officer ("CRO") and additional personnel to assist the CRO, as necessary, and (b) designate myself as CRO, pursuant to the terms of the engagement letter (the "Engagement Letter") by and among Debtors and AMP, dated as of May 14, 2025, attached to the Motion as

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

² Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at AMP and are based on information provided to me by such professionals. Unless otherwise stated, all matters set forth in this Declaration are based on my personal knowledge, my review of the relevant documents, information supplied to me by others, or my views, which are based on, among other things, my experience and knowledge of the Debtors' business and financial condition.

Exhibit B, setting CRO and consulting support services AMP would provide the Debtors (the “CRO Services”). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

QUALIFICATIONS OF AMP AND MYSELF

2. AMP is a financial consulting and advisory firm that specializes in providing crisis and turnaround management consulting to distressed companies such as the Debtor. I co-founded AMP in 2000 and am the Managing Partner. I have over forty (40) years of diversified business experience in restructuring, financial management, and accounting. I have extensive experience in the development of reorganization plans, creditor negotiations, M&A, business plan preparation and long-term forecasting, developing and implementing cost reduction programs, and financial management of public and privately held companies. I have advised companies, boards, investors, and lender groups, and insolvent or near-insolvent companies have engaged me to serve as Chairman of the Board, Chief Executive Officer, and Chief Restructuring Officer.

3. I have been involved in hundreds of sale, refinancing and restructuring assignments for distressed middle-market companies both in and outside of Chapter 11 proceedings and have testified in numerous Bankruptcy Courts across the U.S. The following are selected recent publicly disclosed bankruptcy and restructuring engagements under my direction:

- i. Chief Restructuring Officer to debtor in:
 - a. *In re A.C. Furniture Co., Inc.*, No. 20-60200 (Bankr. W.D. Va. 2020);
 - b. *In re Suniva, Inc.*, No. 17-10837 (KG) (Bankr. D. Del. 2017);
 - c. *In re Malibu Lighting Corp.*, No. 15-12080 (Bankr. D. Del. 2015);
 - d. *In re Brooks Food Grp., Inc.* No. 12-6200 (Bankr. W.D. Va. 2012);

- e. *In re Prime Measurement Prod. LLC*, Case No. 07- 10109 (Bankr. C.D. Cal. 2007);
 - f. *In re Laich Industries Corp.*, Case No. 05-16204 (Bankr. N.D. Ohio 2005).
- ii. Financial Advisor to debtor in:
 - a. *In re Premier Kings, Inc., et al.*, 23-02871 (TOM) (Bankr. N.D. Ala. 2023);
 - b. *In re Tessemae's LLC*, No. 23-10675 (NVA) (Bankr. D. Md. 2023);
 - c. *In re FM Coal, LLC*, No. 20- 02783 (TOM) (Bankr. N.D. Ala. 2020);
 - d. *In re iPic-Gold Class Entm't, LLC*, No. 19-11739 (LSS) (Bankr. D. Del. 2019);
 - e. *In re CCI of West Palm, Inc.*, No. 07-16604 (Bankr. S.D. Fla. 2007);
 - f. *In re Blue Thunder Auto Trans., Inc.*, No. 07-61268 (Bankr. N.D. Ga. 2007);
 - g. *In re Advanced Vending Sys., Inc.*, No. 06-12523 (Bankr. E.D. Tenn. 2006);
 - h. *In re Shelby-Skipwith, Inc.*, No. 06-22030 (Bankr. W.D. Tenn. 2006);
 - i. *In re Schirmer's LLC*, No. 05-10874 (Bankr. E.D. Va. 2005);
 - j. *In re Ski Chalet, Inc.*, No. 05-10937 (Bankr. E.D. Va. 2005);
 - k. *In re Summitville Tiles, Inc.*, No. 03-46341 (Bankr. N.D. Ohio 2003).
- iii. *AgTech Scientific Group, LLC*, appointed Federal Receiver; entity engaged in large-scale hemp-growing and CBD-production operations in U.S. District Court for the Eastern District of Kentucky;
- iv. *Heatworks Technologies, Inc.*, appointed State Receiver (Ninth Circuit Court of South Carolina in the Court of Common Pleas for Charleston County); entity engaged in the development and commercialization of novel heating technology for water and other fluids;

- v. *SGSL Fee Owner, LLC*, appointed State Receiver (Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida); entity owned a mortgaged property that was under significant renovation and being repurposed from a hotel to an assisted living facility;
- vi. *Independence Lumber, Inc.*, appointed Federal Receiver (U.S. District Court for the Middle District of North Carolina); entity engaged in sawmills and lumber distribution;
- vii. *Timber Creek Holdings, LLC*, appointed Federal Receiver; entity engaged in natural gas discovery and production in U.S. District Court for the District of Colorado (Denver);
- viii. *Pyote Water Solutions, LLC*, et al, appointed Federal Receiver (U.S. District Court for the Southern District of Texas); entity engaged in saltwater disposal wells for the oil and gas industry;
- ix. *Suniva*, appointed Chief Restructuring Officer and was responsible for the 201 Trade Case filed with the Federal Trade Commission (“FTC”) regarding tariffs on the importation of solar panels. Suniva was successful in getting the case through the FTC and getting 32% tariffs placed on imports of worldwide solar panels into the United States; and
- x. *Robert’s Automotive Centers, Inc.*, appointed Federal Receiver (U.S. District Court for the Northern District of Oklahoma), multi-brand auto dealership conglomerate.

4. I graduated from the University of North Carolina at Chapel Hill in 1977 with a B.S. in Accounting and subsequently earned a CPA certificate. In 2005, AMP and I received the Turnaround Management Association’s prestigious National Turnaround of the Year Award for our work in the Summitville Tile bankruptcy case in Northern Ohio. In 2013, we won another National Turnaround of the Year Award for our work with Advance Communications, Inc., a cable fulfillment and telecom construction company. I have also received several regional awards for other cases throughout the Southeast. I am a Certified Turnaround Professional (CTP) and Registered Certified Public Accountant (CPA Inactive).

5. The Debtors engaged AMP on May 14, 2025 to provide me to serve as the Debtors’ Chief Restructuring Officer, and I, along with other personnel assisting on this engagement as

needed, have been working with the Debtors since that date. Since AMP's engagement, I have been actively involved in evaluating the Debtors' liquidity, cash management system, financial forecasting, sale process, and contingency planning. In my capacity as CRO, I am intimately familiar with the day-to-day operations of the Debtors, their businesses and financial affairs, and books and records. This experience and knowledge will be valuable to the Debtors throughout the course of these Chapter 11 Cases. Accordingly, AMP and I have the necessary background and knowledge to advise the Debtors in their Chapter 11 Cases in a cost-effective, efficient and timely manner

SCOPE OF AMP'S PROPOSED SERVICES

6. Subject to approval by the Court, and consistent with the Engagement Letter, I will provide CRO services to the Debtors. As the CRO, the Debtors provided me the authority to (i) discuss directly with the Debtors' lenders, the Debtors' businesses, finances and operations and other matters that come to the attention of the CRO; and (ii) speak with and discuss business matters and finances with the Debtors' customers, trade supplier and other stakeholders as necessary. Additionally, my authority extends, but is not limited, to (i) the management of the Debtors' liquidity; (ii) the marketing and sale of the Debtors' plants and locations and related assets; (iii) the entry into or modification of any lease agreements or vendor contracts; and, (iv) the hiring of professionals or personnel as needed and/or terminating employment of any of the Debtors' employees.

7. Generally, I, as the CRO, with the assistance of any additional AMP personnel as needed, shall perform activities and services customarily performed by a chief restructuring officer. These services are necessary to enable the Debtors to seek to maximize the value of their

estates and successfully complete these Chapter 11 Cases, and those services may include, but are not necessarily limited to, the following (collectively, the “CRO Services”) services:

A. Liquidity:

1. Assess and evaluate weekly cash flow projections and related assumptions to determine liquidity availability;
2. Identify cost-caving and working capital opportunities that can be immediately implemented to improve liquidity;
3. Work with the management team to understand cash receipts and disbursement over a 13-week period to potentially adjust business decisions to free up liquidity; and
4. Evaluate and analyze all aged account payable, taxes, rent, etc.

B. Business Operations:

5. Develop a business restructuring model (the “Plan”) that provides scenario analysis to evaluate all strategic alternatives, if appropriate;
6. In the event a sales process is the path chosen by the Board, manage the sales process and work with the Board to complete the transaction;
7. Work with management and the Board to decide on and execute the appropriate Plan;
8. Manage cash flow to protect non affiliated creditors; and
9. Retain and manage special legal counsel, investment bankers and other professionals as required to execute the Plan.

C. Other normal and customary duties, authority and responsibility, typically provided to a CRO; and

D. Other services as required or requested by the Board.

PROFESSIONAL COMPENSATION

8. As set forth in the Engagement Letter and subject to this Court’s approval, the Debtors and AMP have agreed that AMP’s professional fees for the work performed under this Agreement will be billed by AMP, and shall be paid by the Debtor, based on the number of hours worked and AMP’s standard hourly billing rates. AMP bills its time in increments of 1/10ths of an

hour. The hourly rates and fees, subject to periodic adjustments, charged by the AMP professionals anticipated to be assigned to this case are as follows (the “Fee Structure”):

- | | |
|--|-----------|
| 1. Managing Director/Sr.
Managing Director/Managing Partner | \$500-820 |
| 2. Associate Director, Director | \$375-500 |
| 3. Consultant/Senior Consultant | \$250-375 |

9. The Fee Structure shall be subject to adjustment annually at such time as AMP adjusts its rates generally.

10. Prior to the Petition Date, the Debtors paid AMP a retainer in the aggregate amount of \$150,000 (the “Retainer”). As of the Petition Date, the balance of the Retainer was \$75,273. The Debtors do not currently owe AMP any amounts for legal services rendered prior to the Petition Date.

11. AMP also seeks reimbursement for reasonable and necessary expenses incurred in connection with these Chapter 11 Cases, including, but not limited to, travel, lodging, computer research, and messenger and telephone charges (the “Expense Structure” and, together with the Fee Structure, the “Fee and Expense Structure”). All fees and expenses due to AMP will be billed on a regular basis as agreed to between AMP and the Debtors and as further set forth in the Engagement Letter.

12. The hourly rates that AMP proposes to charge in these chapter 11 cases are AMP’s hourly rates currently in effect and are similar to the rates AMP generally charges for special situations, restructuring, workout, bankruptcy, insolvency, and comparable matters whether in court or otherwise, regardless of whether a fee application is required, and to rates that comparable advisors would charge to perform work in such matters.

13. I believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate AMP fairly for its work and to cover fixed and routine overhead expenses. The Fee and Expense Structure appropriately reflects the nature of the services to be provided by AMP and the fee structures typically utilized by leading financial advisory firms of similar stature to AMP for comparable engagements, with respect to both in- and out-of-court restructurings. The Fee and Expense Structure is consistent with AMP's normal and customary billing practices for cases of this size and complexity and that require the level and scope of services outlined herein.

FEES AND REPORTING

14. It is my understanding that if the Court approves the relief requested herein, AMP will be retained as of the Petition Date and I will be designated to continue as CRO pursuant to section 363 of the Bankruptcy Code. Because the Debtors are not seeking to employ AMP as a professional under section 327 of the Bankruptcy Code, it is my understanding that AMP will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. Instead, AMP will submit monthly invoices to the Debtors for payment and those fees and expenses incurred by AMP will be treated as administrative expenses.

15. To maintain transparency and to comply with the U.S. Trustee's protocol applicable to the retention of personnel under section 363 of the Bankruptcy Code, the J. Alix protocol, AMP will file with the Court, and provide notice to the U.S. Trustee and counsel to the Committee and Prepetition Secured Parties (the "Notice Parties"), reports of compensation earned, expenses incurred, and staffing on the Chapter 11 Cases (the "Staffing Report") by the last day of each month for the previous month, which will include summary charts listing the names and the number of hours worked by all AMP personnel involved in these Chapter 11 Cases for the month, the total fees sought in connection therewith, and a summary of the reimbursable expenses incurred

for the relevant period. The first Staffing Report shall cover the period from the Petition Date until the end of the month in which the Proposed Order is entered and shall be submitted within thirty (30) days thereafter.

16. The Staffing Reports will be subject to review by the Court if an objection is filed by any of the Notice Parties and served on the Debtors, the Debtors' undersigned proposed counsel, and AMP within fourteen (14) days after the date such Staffing Report is filed and served (the "Objection Period"). Through this Motion, the Debtors have requested that AMP be authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by AMP for fees and expenses incurred in connection with AMP's retention.

DISINTERESTEDNESS

17. In connection with the proposed retention of AMP and in compliance with Bankruptcy Rule 2014, AMP reviewed the list of potential parties in interest in these cases ("Interested Parties"), attached as **Schedule 1**, against its corporate records, including of present and former clients. To the best of my knowledge, after due inquiry, AMP does not have any connection with the parties listed on Schedule 1. Additionally, as of the Petition Date, AMP was not owed any fees with respect to any invoices issued to the Debtors before their chapter 11 filings.

18. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, neither I, AMP, nor any of AMP's personnel holds or represents any interest adverse to the Debtor or its estate, and AMP is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that AMP and its professionals and employees who will work on the engagement:

- i. were not creditors, equity holders, or insiders of the Debtors prior to the Petition Date;

- ii. other than the officer positions included in this Motion, were not, within two years before the Petition Date, a director, officer or employee of the Debtors; and
- iii. do not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

19. In the ordinary course of its business, AMP and its affiliates and/or personnel may engage or be engaged by counsel or other professionals in unrelated matters who now represent, or who may in the future represent, creditors, equity holders or other Interested Parties.

20. AMP and its affiliates and/or personnel may have current and former clients who have relationships with Interested Parties.

21. AMP and its affiliates and/or personnel may have current and former clients who have relationships with Interested Parties.

22. AMP and its affiliates and/or personnel may be taxpayers or constituents of governmental bodies that are creditors or vendors of the Debtors or their respective affiliates.

23. AMP has represented, may represent, and in the future will likely represent debtors and in cases unrelated to the Debtors and this case wherein one or more of the law firms representing the members of the Committee or other parties in interest serve as or will serve as professionals to members of those committees.

24. If AMP learns any additional material information, AMP will file and serve a supplemental declaration setting forth the additional information.

25. AMP does not and will not represent any party other than the Debtors in connection with these chapter 11 cases.

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

Dated: July 17, 2025

/s/ David M. Baker

David M. Baker, Managing Partner
Aurora Management Partners Inc.

Schedule 1

Potential Parties in Interest

Debtors

America's Gardening Resource, Inc.
Gardener's Home LLC
IGH, Inc.
Innovative Gardening Solutions Inc.
Serac Corporation
Rebecca Gray, CEO and

Current Directors & Officers

Director
David M. Baker, CRO
Kenneth Kacere, Independent Director
Craig Johnson, Independent Director

Former Directors & Officers

Cindy Turcot

>5% Equity Holders

AGR's Employee Stock Ownership Plan (owns 100% and no individual owns greater than 5% of the Trust)

Secured Parties

Bank of America
Northfield Savings Bank

Banks

Bank of America
Northfield Savings Bank
First National Bank Omaha d/b/a FNBO

Debtors Professionals

Cole Schotz P.C.
Tower Partners, LLC
Aurora Management Partners
Stretto
Devine Millimet

Stalking Horse Bidder

Gardens Alive, Inc.

Landlords

Tafts Corner Associates
The Miller Realty Group, LLP
R.E.M Development
Bryce Realty Inc
Longacres Landscaping Inc.
Giles Property Management LLC
Elizabeth Simpson
Sirloin LLC

Top 30 Unsecured Creditors

UPS
Google Inc.
Bank of America -Bank Card
Prides Corner Farms
Meta Platforms Inc.
Arett Sales Corp
Jolly Farmer
Keymark Corp.
Master Nursery Garden Centers Inc.
Cigna Global Health Benefits
Premier Horticulture, Inc.
Overdevest Nurseries
Green Mountain Mulch
Iseli Nursery, Inc.
C.H. Robinson Worldwide Canada Ltd.
Buckeye Corrugated, Inc.
Lucas Greenhouses
Foliera
The Plant Group Inc.
Reschcor
Water Right, Inc.
Pleasant View Gardens
River Berry Farm
Lotus International, Inc.
Medford Nursery
Columbia Cedar
Green Mountain Compost
Listrak
Greenes Fence Company
Fairfax Perennial Farm

Utilities

Consolidated Communications
Burlington Telecom
Securshred
PestPro
Gauthier Trucking Company
Burlington Electric
Vermont Gas Systems Inc
DPW Water Division
Comcast Business
Solarsense VT III GSC LLC
Hometown Oil
Eversource
Eastern Propane & Oil
Troiano Waste Services Inc.
Walter's Propane
Kiera's Oil
Berkshire Gas Company
Town of Hadley

USA Waste & Recycling
Spectrum Business
Minuteman Pest Control
IBS Electronics & Security
Cota & Cota
Liberty Utilities
City of Lebanon
Casella Waste Services
AT&T Mobility
Myers Container Service Corp.
Green Mountain Power
Town of Shelburne
Firstlight
Patterson Propane
Town of Williston
AllEarth Services, LLC
Green Mountain Power

**Taxing Authorities, Government, or
Regulatory Agencies**

Alabama Office Of The Attorney General
Alaska Office Of The Attorney General
Arizona Office Of The Attorney General
Arkansas Office Of The Attorney General
California Office Of The Attorney General
Colorado Office Of The Attorney General
Connecticut Office Of The Attorney General
District Of Columbia Office Of The Attorney General
Florida Office Of The Attorney General
Georgia Office Of The Attorney General
Hawaii Office Of The Attorney General
Idaho Office Of The Attorney General
Illinois Office Of The Attorney General
Indiana Office Of The Attorney General
Iowa Office Of The Attorney General
Kansas Office Of The Attorney General
Kentucky Office Of The Attorney General
Louisiana Office Of The Attorney General
Maine Office Of The Attorney General
Maryland Office Of The Attorney General
Massachusetts Office Of The Attorney General
Michigan Office Of The Attorney General
Minnesota Office Of The Attorney General
Mississippi Office Of The Attorney General
Missouri Office Of The Attorney General
Montana Office Of The Attorney General
Nebraska Office Of The Attorney General
Nevada Office Of The Attorney General
New Hampshire Office Of The Attorney General

New Jersey Office Of The Attorney General
New Mexico Office Of The Attorney General
New York Office Of The Attorney General
North Carolina Office Of The Attorney General
North Dakota Office Of The Attorney General
Ohio Office Of The Attorney General
Oklahoma Office Of The Attorney General
Oregon Office Of The Attorney General
Pennsylvania Office Of The Attorney General
Rhode Island Office Of The Attorney General
South Carolina Office Of The Attorney General
South Dakota Office Of The Attorney General
Tennessee Office Of The Attorney General
Texas Office Of The Attorney General
United States Attorney For The District Of Delaware
Utah Office Of The Attorney General
Vermont Office Of The Attorney General
Virginia Office Of The Attorney General
Washington Office Of The Attorney General
West Virginia Office Of The Attorney General
Wisconsin Office Of The Attorney General
Wyoming Office Of The Attorney General
Alabama Department Of Revenue
Alaska Department Of Revenue
Arizona Department Of Revenue
Arkansas Secretary Of State
California Secretary Of State
California State Board Of Equalization
Colorado Department Of Revenue
Colorado Secretary Of State
Comptroller Of Maryland
Connecticut Department Of Rev Servs
Delaware State Treasury
Delaware Secretary Of State
Delaware Department Of Justice
Dist Of Columbia Of Ofc Tax And Rev
Florida Secretary Of State
Georgia Department Of Revenue
Hawaii State Department Of Taxation
Idaho State Tax Commission
Illinois Secretary Of State
Indiana Department Of Revenue
Internal Revenue Service
Iowa Secretary Of State
Kansas Department Of Revenue
Louisiana Secretary Of State
Maine Revenue Services
Massachusetts Department Of Revenue
Michigan Department Of Treasury

Minnesota Secretary Of State
 Missouri Dept. Of Revenue
 Mississippi Department Of Revenue
 Missouri Secretary Of State
 Montana Department Of Revenue
 Nebraska Department Of Revenue
 Nevada State Capitol Building
 New Hampshire Dept Of Rev Admin.
 New Jersey Division Of Taxation
 New Mexico Secretary Of State
 New Mexico Taxation And Revenue Dept.
 North Carolina Dept. Of The Sec Of State
 Ny State Dept Of Taxation & Fin
 Office Of State Tax Commissioner
 Ohio Department Of Taxation
 Oklahoma County Assessor
 Oklahoma County Treasurer
 Oklahoma Secretary Of State
 Oregon Dept Of Revenue
 Pennsylvania Dept. Of Revenue
 Pennsylvania Dept. Of State
 Securities & Exchange Commission
 South Carolina Dept. Of Revenue
 South Dakota Department Of Revenue
 State Of Delaware Division Of Revenue
 State Of Nevada
 State Of Rhode Island Div. Of Taxation
 State Of Washington Dept Of Rev
 Tennessee Department Of Revenue
 Tennessee Secretary Of State
 Texas Comptroller Of Public Accounts
 Utah State Tax Commission
 Vermont Department Of Taxes
 Vermont Department of Revenue
 Virginia Department Of Taxation
 Washington Secretary Of State
 West Virginia Department Of Revenue
 West Virginia State Tax Department
 Wisconsin Department Of Revenue
 Wyoming Department Of Revenue

**Bankruptcy Judges and Staff and U.S.
 Trustee Office Personnel**

Office of the U.S. Trustee, District of Delaware
 The Honorable Brendan L. Shannon
 The Honorable Craig T. Goldblatt
 The Honorable J. Kate Stickles
 The Honorable John T. Dorsey
 The Honorable Karen B. Owens

The Honorable Laurie Selber Silverstein
 The Honorable Mary F. Walrath
 The Honorable Thomas M. Horan
 Andrew R. Vara
 Benjamin Hackman
 Christine Green
 Diane Giordano
 Dion Wynn
 Edith A. Serrano
 Elizabeth Thomas
 Hannah M. McCollum
 Hawa Konde
 Holly Dice
 James R. O'Malley
 Jane Leamy
 Jonathan Lipshie
 Jonathan Nyaku
 Joseph Cudia
 Joseph MAMPhon
 Lauren Attix
 Linda Casey
 Linda Richenderfer
 Malcolm M. Bates
 Michael Girello
 Nyanquoi Jones
 Richard Schepacarter
 Rosa Sierra-Fox
 Shakima L. Dortch
 Timothy J. Fox, Jr.
 Nikita Barksdale
 Cacia Batts
 Rachel Bello
 Claire Brady
 Fang Bu
 Laurie Capp
 Robert Cavello
 Hon. Ashley M. Chan
 Catherine Farrell
 Danielle Gadson
 Laura Haney
 Amanda Hrycak
 Lora Johnson
 Marquietta Lopez
 Al Lugano
 Una O'Boyle
 Joan Ranieri
 Paula Subda
 Nikki Washington
 Demitra Yeager

Vendors

64-82 Breakfast Hill LLC
 A & L Furniture Co. LLC
 A Brown Sons Nursery Inc
 A M Leonard
 Aakaar Iron Creation Pvt. Ltd.
 Aanoor Bagley Coir (P) Ltd
 Accurisk Solutions, LLC
 Acorn Farms
 Adecco
 Adecco Employment Services
 Adesso Inc
 Adobe Inc
 Advanced Material Georgia LLC
 Advanced Turf Solutions
 Advantage Truck Group LLC
 Aerie Consulting LLC
 Alabama Department Of Revenue
 Alert 360 - Vermont
 Alfresco Home
 Algreen Products Inc
 Alice Peck Day Lifecare Center Inc
 All That Glitters Cleaning Services LLC
 Allearth Services LLC
 Allegiance Trucks Burlington
 Alpha Elevator Company
 Alpine Corporation
 Amazon Capital Services
 American Express
 American Lawn Mower Co
 American Nettings And Fabric
 American Paper Optics
 Ameriflex
 Ancient Graffiti
 Andys Dandys
 Another Studio
 Apollo Exports International
 Arbico Organics
 Arc Mechanical Contractors
 Argus Management Corporation
 Argus Transport Canada
 Ariel's Honey Infusions
 Aris Horticulture Inc.
 Arizona East Distributors
 Arrowhead Brass Plumbing LLC
 Arrowhead Senior Citizens Center, Inc.
 As Seen On Pc Inc - Touch Of Eco
 Ascent Global Logistics
 At&T Mobility
 Auctane LLC
 Aurora Farms

Aurora Farms LLC
 Avera Products
 Ayers Supply Inc (Everlast)
 B-G Mechanical Service Inc.
 Backyard Nature Products
 Bahrija Becirovic
 Ball Chain Manufacturing
 Ball Horticultural Company
 Baltispore
 Bandwagon Inc
 Bank Of America Leasing & Capital, LLC
 Bare Roots Farm
 Barrett Trucking Co. Inc
 Barton Nursery
 Baudelaire
 Beekman 1802
 Bees Wrap LLC
 Belley
 Benesch Friedlander Coplan & Aronoff LLP
 Berkshire Gas Company
 Berkshire Gas Company
 Bfg Supply Co LLC
 Big Picture Farm LLC
 Bio Green Usa Inc
 Biobag Americas Inc
 Biologic Resources Inc
 Biostrike Filters
 Birch Inc
 Black Dirt Farm
 Bloom & Grow LLC
 Bloom Flower And Home
 Blue Mountain Hay
 Bolick Trucking LLC
 Bonide Products Inc.
 Boomi Lp
 Border Concepts Inc
 Bosmere Inc
 Botanical Interests
 Boudreau Tire Service Of Vermont
 Bp Wastewater Services LLC
 Brady Industries
 Brann & Isaacson
 Brasage / The Pdq Asia
 Brassex India
 Brittany Hammond
 Brussels Bonsai
 Bryce Realty
 Bungalow Flooring
 Bureau Of Finance And Contracts
 Burgon & Ball Ltd
 Burlington Electric Department

Burlington Electric Department	Colby Farm
Burlington Farmers Market	Cole Schotz Pc
Burlington Fire Department	Commonwealth Home Fashions
Burlington Police Department	Commonwealth Of Massachusetts
Burlington Telecom	Commonwealth- A Garnet Captive Program
Busch Systems Intl Inc.	Community Acres
Bynder LLC	Compendium Inc
California Dept Of Revenue	Competitive Computing Inc.
Calypso Cards	Concentra
Campania International Inc	Concur Technologies Inc
Campo Defioro	Connecticut Dept Of Revenue
Candle Warmers	Consolidated Communications
Canterbury Horticulture	Contour Creations Inc
Capitol Steel And Supply Co Inc	Controlled Irrigation Lawn Sprinklers
Carolina Chair Table	Cooperative Feed Dealers Inc
Carpenters Motor Transport Inc	Copper Hummingbird
Casella Waste Services	Corp-V
Cashier Department Of Pesticide Regulation	Cota & Cota
Castellari S.R.L.	Cots
Cavallini Papers Co	Craig Johnson
Cba Blue	Cravn59
Cedar Lake Construction	Creative Coop Inc.
Champlain Door Co Inc	Creative Designs Mfg
Champlain Valley Equipment	Cri Sales Inc
Channeladvisor Corporation	Crown Equipment Corporation
Chappell Tractor	Curtis Lumber
Chappells Florist	Curtis Lumber Co Inc
Charlie Nardoizzi LLC	Cy Molds Ltd
Chas. C. Hart Seed Co.	D.S. Cole Growers
Cheryl Dangzhi Chen	D.S. Cole Growers Inc
Chittenden Solid Waste District	Dagny Kream Photography
Chive Inc	Daily Hampshire Gazette
Chris' Delivery Service	Daim Vietnam Co Ltd
Christopher Feml	Dalen Products Inc
Chubb	Damean Schley
Cigna Global Health Benefits	Dan Ryea
Cigna Healthcare	Dana-Farber Cancer Institute
Cintas Fire Protection	Darci Creative LLC
Cisa	Darn Tough
City Of Burlington	Dayglow LLC
City Of Burlington	Dayton Bag & Burlap Co.
City Of Lebanon	Dc Property Maintenance LLC
Civil Engineering Associates Inc	Dcn Plastic Inc.
Claims-X-Change LLC	De Vroomen Bulb Co Inc
Classic Home Garden	De Wit Kornhorn Bv
Clearcompany LLC	Deer No No
Clifford Lumber	Deerfield Greenhouse Builders Repairs
Climate Systems Inc	Dekorrra Products LLC
Coast Of Maine	Delmar International Inc
Cobrahead LLC	Delta Paper Corporation
Cognizant Technology Solutions Us Corp.	Department Of Labor

Department Of The Treasury
 Deringer
 Design Ideas Ltd
 Design Toscano
 Desvio LLC
 Devine, Millimet Branch Inc
 Dewitt Company
 Dhmc Medical & Healthcare Advancement
 Diamond Tropical Hardwoods
 Dileep Potteries Pvt Ltd /Pdq
 Dinosaw
 Donna Owens
 Dotchi LLC DbA Crescent Garden
 Down To Earth Landscaping
 Downs Rachlin Martin PLLC
 Dp Industries
 Dr. Robert Potter-Pine Berry Farm
 Dramm Corp
 Duo Security Inc
 Dynaforge Trading LLC
 Dynamic Expressions Pvt Ltd
 Dzi Inc
 Earth Edge LLC
 Earthbeat Seeds
 East Coast Hvac
 Eastern Propane & Oil
 Eastern Shore Nursery Va
 Eaton Brothers Corp
 Eda Plastiques
 Edible Vermont LLC
 Elumatec North America Inc
 Emerald Coast Growers
 Emily Kobus
 Emma Chen
 Empire Janitorial Supply Co
 Empire Valuation Consultants LLC
 Enroot LLC
 Epping Well & Pump, Co. Inc.
 Eric Tiedeman-Mau
 Erva/Nature House
 Esop Trust Company
 Espoma Company
 Esschert Design Usa LLC
 Essentra Components
 Eurofins Environment Testing Northeast LLC
 Evans Group
 Evergreen Way Inc., DbA Arber
 Eversource
 Exaco Trading Co.
 Expression Of India
 Ez Vane LLC

Ezee Roll Manufacturing Co
 F. W. Webb Co.
 Farmers Defense
 Farrell Distributing
 Fastenal
 Fastenal
 Fastr
 Federal Cabinet Co Inc
 Federal Cabinet Company Inc
 Fedex Billing Online
 Ferguson Enterprises LLC
 Field And Forest
 First Access Technologies Inc.
 First Insurance Funding
 Firstdigital
 Firstlight
 Fiskarsinc.
 Floral Treasure
 Florida Dancing Birds LLC
 Florida Department Of Revenue
 Fmi Brands Inc.
 Forest City Models
 Four Star Sales LLC
 Fred C Church Inc
 Freelinwade
 Front Porch Forum
 Frontera Furniture Company
 Futureplan By Ascensus
 Garden Things
 Garden Works
 Gardenage Supply
 Gardener's Supply
 Gardenskill Ltd
 Garland Products Ltd
 Gauthier Trucking Company Inc
 Gen Digital Inc
 Gentlemen's Hardware
 Georgia Auto Parts
 Geremia Greenhouse
 Gilberties
 Giles Garden Center
 Giles Property Management
 Girls Inc.
 Glamos Wire Inc
 Global Glove & Safety Mfg Inc.
 Global Montello
 Gmp -00725300008
 Gmp -86685300005
 Good Directions
 Good Ideas
 Got That Rental Sales Inc

Grainger
 Gravel And Shea Pc
 Green Garden Products
 Green Mountain Florist Supply Inc
 Green Mountain Power Corporation
 Green Mtn Landscape
 Green Tree Jewelry
 Greenland Firefighter Department
 Greenleaf Nursery Co.
 Greentree Designs
 Griffin Greenhouse Supplies
 Griffon Security Technologies
 Grizzly Bear Enterprises Inc
 Grosfillex Inc.
 H.B. Davis Seed Co Inc
 H.I.S.C. Inc
 Hadley Dpw
 Hall Communications Inc
 Hamilton Urban Garden Systems
 Hampshire Fire Protection Co LLC
 Hampton Lumber Sales
 Harbor Networks Inc.
 Harbour Design
 Harvest Farm Greenhouses
 Hauser List Services Inc
 Headway Crafts Pvt Ltd
 Headway Crafts Private Ltd
 Heartwood
 Hellofresh Accounts Receivable
 Hess Property Services LLC
 High Caliper Smart Growing
 High Meadows Farm
 High Mowing Organic Seeds
 Highland Electric LLC
 Hinesburg Sand Gravel
 Hjs Wholesale
 Holden Humphrey
 Hometown Oil
 Honey Field Farm
 Hood Distribution
 Hotbin Composting Of Na
 House Of Marbles
 Humanity.Com LLC
 Hydro-Pro Irrigation Inc
 Hydrofarm Inc.
 Ibs Electronics & Security
 Identify Pest Control
 Iix Insurance Information Exchange
 Imagetech Systems
 Imio Technologies Inc
 Incorporating Services Ltd

Innova Hearth And Home
 Intelligent Lids
 International Mulch Co.
 Interstate All Battery Center
 Ipm Laboratories Inc
 Iqbal Paramount Metal Industries
 Iroquois Manufacturing Company
 Irving Energy
 J C Hill Tree Farms Inc
 J F Farms Inc
 J Frank Schmidt
 J. Bernier Nursery
 J. Egan Enterprises Inc
 J. Hutchins Inc.
 Jacto Inc
 Jay Mechanical Inc.
 Jayco (Uk) Limited
 Jet Service Envelope Co
 Jiangsu Henyuan Garden Supplies Group Co.
 Ltd
 Jiin Haur Industrial Co Ltd
 Jim Feinson
 Jim Kelly
 Jinhua Longyue Gardening Tools Co
 JI Hardware Inc
 Jnc Lighting
 Johnnys Selected Seeds
 Johnson Trees Farms
 Joseph Giannino LLC
 Joseph Joseph Inc.
 Joseph Waskiewicz
 Joy Susan
 Jrm Chemical Inc.
 Judge's Farm LLC
 June December
 K & R Portable Restroom Services LLC
 Kaemingk International
 Kalapana Tropicals
 Kay Berry Inc
 Kay Burde
 Kelleys Korner Orchid Su
 Ken Kacere
 Kennedy Concrete Inc
 Kennedy Blue Mountain Stone
 Kennedy Blue Mountain Stone Inc.
 Kentucky Department Of Revenue
 Kieras Oil Inc
 Kikkerland Design Inc
 King Farm Inc
 Kinsman Company
 Klem Tree Farm

Kmarryat Consulting LLC
 Kujo LLC
 Kyle Tindall
 L D Oliver Seed Co Inc.
 La Crosse Technology
 Lafountain Trucking
 Lake Champlain Chocolates
 Lake Champlain Regional Chamber Of
 Commerce
 Landcraft Environments Ltd
 Lawn And Garden LLC
 Lekue Usa Inc
 Lexjet
 Liberty Utilities
 Liberty Utilities
 Life Safety Systems Inc
 Little Mountain Enterprises LLC
 Live Local LLC
 Livingston Seed
 Longacre Landscaping Inc
 Lowes Business Acct/Gecrb
 Lucerne Farms
 Luster Leaf Products Inc
 Mack Molding
 MacLennan Farm
 Macterials
 Maggie Herskovits
 Maia Buckingham Design
 Maine Garden Products
 Maine Revenue Services
 Maintenance Matters LLC
 Malibu Compost
 Marlborough Gardens
 Mary Lakethompson Ltd
 Massachusetts Dept Of Revenue
 Massachusetts Fire Technologies, Inc
 Master Gardner
 Matuszko Hvac
 Maureen Lemieux
 Maxsa Innovations
 Mayne Inc
 MAMPster-Carr
 MAMPstercarr
 Mcrae Truck & Auto
 Mcsoley Mccoy & Co.
 Melnor Inc
 Melrose Gardens Inc.
 Merkle Inc
 Mickys Minis
 Microsoft Online Inc
 Middlebury Fence Company

Midget Louver
 Midland Metal Mfg
 Mill River Farm
 Milton Ace Hardware
 Milton Pta
 Minhou Wlr Arts Crafts
 Minnesota Department Of Revenue
 Minuteman Achla Designs
 Minuteman Pest Control
 Missouri Department Of Revenue
 Mnla
 Modern Marketing Concepts Inc.
 Modern Sprout
 Monday.Com Ltd
 Monetate - A Kibo Company
 Montstream Studio
 Morning Dew Tropical Plants
 Mossify
 Mountain Air Systems Inc
 Mr Bird
 Multy Usa Inc
 Munson Earthmoving Corp
 Murphys Naturals
 Mv Industrie
 Myers Container Service Corp
 Myers-Holum
 National Garden Bureau
 National Life Property Maintenance
 Natural Life
 Nature Creations
 Ne Seed
 Nebraska Department Of Revenue
 Neptunes Harvest
 Netherland Bulb Co
 New Directions Studio
 New England Baling Wire Inc
 New England Bonsai
 New England Kenworth Inc
 New England Ladder Co LLC
 New England Nursery Sales
 New Hampshire Dept. Of Agricultural Markets
 And Food
 New Hampshire Dept. Of Revenue
 Administration
 New Hampshire Preservation Alliance
 New Pro Containers
 Newmont Farm LLC
 Newtons Decorating Ctr
 NexTier Bank
 Nh Public Radio
 Nhla

Nice Planter LLC	Pest Pro
Nick Cutsumpas	Pete's Tire Barns Inc.
Ningbo Chsirga Metal Products Co., Ltd	Petit Brook Veterinary Clinic
Ningbo Daim Import&Export Co Ltd	Picketts Inc.
Ningbo Hugeleaf Gardening Products	Pieropan Christmas Tree Farm
North Country Golf Car LLC	Pitney Bowes
North Country Organics	Pitney Bowes Global Financial Services
Northampton Senior Services	Plainville Farm
Northeast Nursery Inc	Plan Integrity Partners
Northeast Delta Dental	Plantaflor
Northeast Nursery Inc.	Plastia S.R.O.
Northern Lights	Polytex
Northern Toyotalift	Popes Plant Farm
Northern Toyotalift	Power Digital Marketing Inc.
Nourse Farms Inc	Power Pallet Inc
Now Designs Inc DbA Danica	Power Reviews Inc
Nunan's Florist And Greenhouse	Pp Septic Service
Nursery Direct	Pr Russell
Nypl	Presidio Networked Solutions
Nys Assessment Receivables	Prestamp Engineers
O'reilly Auto Parts (Bond Auto Parts)	Pride Garden Products
Oesco Inc	Prime Global Products Inc.
Okta Inc.	Primitive Planters
Oldcastle Apg Inc.	Printcomm Inc.
Olson Products Inc.	Production Funding Inc.
Optimizely North America Inc.	Promocentric
Option 2 Ltd	Protective Life Insurance Company
Oracle America Inc	Pygar Inc.
Outdoor Interiors LLC	Qingdao Guanrui Hardware Tools Co., Ltd
Outfront	Qingdao Haoen Nonwovens Co Ltd
Overhead Door Co Of Burlington Inc	Qingdao Huatian Hand Truck Co.
Overhead Door Company Of Portsmouth	Quad Graphics
P&K Transportation	Queen City Steel
P3 International Corp	Quince Creek LLC
Pa Dept Of Revenue	R & C Floral Inc
Pacific Packaging Products Inc	R R Communications Inc.
Palm Fibres(India) Pvt. Lmt	R. Klein Consulting LLC
Palram Applications	R.W. Rogers Company Inc
Panacea Products	Radians Inc.
Paperproducts Design	Radio North Group Inc
Parasol	Rakuten Rewards
Park Place Technologies	Raz Imports Inc.
Patterson Fuels	Red Fire Farm
Paul Frank + Collins	Red River Computer Co Inc
Paul's Delivery	Red Wagon Plants
Paw Paw Everlast Label Co	Red Wagon Plants Inc.
Paw Print & Mail	Regency International
Paycom	Reliance Standard Life Insurance Company
Peepers Reading Glasses	Repellex Usa Inc
Perennial Farm	Retail Control Systems Inc
Permaloc Corporation	Richard Simpson

Richmond Engineering Company
 Richmond Engineering Company Inc.
 Rick's Towing & Repair Inc.
 Rimol Greenhouse Systems Inc
 River Berry Farm
 River Walk Ltd Co.
 Riverstone Industries
 Rockerbox Inc.
 Rolling Green Nursery, LLC., Richard Simpson,
 And Elizabeth Simpson
 Ron Lyons Trucking LLC
 Rsr Industries
 Rsvp International
 Rts Companies Inc.
 S S Pritikin Associates
 Sabil & Sons Inc
 Sac Fastener Inc
 Safety Systems Of Vermont LLC
 Safety Works (Protective Industrial)
 Sallyeander Soaps
 Sarah Yeager
 Scaledon
 Scent Shop
 Schichtels Nursery Inc
 Schichtel's Nursery Inc.
 Scotlynn Usa Division Inc.
 Seacoast Farms Compost
 Seacoast Security Inc.
 Securshred
 Securshred
 Seed Savers Exchange
 Seedway LLC
 Semaki Bird
 Sentinel Benefits
 Sentry Insurance
 Seven Days
 Shade Trees Nursery Inc
 Shantiraj Overseas
 Shelburne Firefighters' Association
 Shengzhou Hengjia Rubber & Plastic
 Shenzhen Sunlight Lighting Co
 Shiel Farms
 Sichuan Godlen Spark Trading Co., Ltd
 Sign Design
 Ski The East
 Smart Carts Of Maine LLC
 Solarsense Vt Iii Gsc LLC
 Solarwinds
 Songbird Essentials
 South Carolina Department Of Revenue
 South Dakota Department Of Revenue

Southstar Financial LLC And Creative Outdoor
 Distributors
 Sp Sinorplasticos Lda
 Specialty Packaging LLC
 Spectrum Business
 Spintiller LLC
 Spooner Creek Designs Inc
 Springfield Florists Supply Inc
 Sprout Mountain Farms
 St. Mary Magdalen Catholic School
 Stabilit America Inc
 State Of New Hampshire Dept. Of Agriculture,
 Markets Food
 State Of Nh-Road Toll Bureau
 Stimulus Brands
 Stonemen Crafts India Pvt. Ltd.
 Stretto
 Summa Innovations Inc
 Summer Hill Nursery Inc
 Sun Bulb Company Inc.
 Sun Ray Fire Security
 Sunpack Products
 Sunrise Handicrafts
 Sunshine Paper Company
 Supermoss
 Sureloc Corp.
 Suzanne Dejohn
 Symquest (Konica Minolta)
 Symquest Group Inc
 Taft Corners Associates Inc
 Tag
 Taizhouxinli Camping Products Co., Ltd
 Target Reach Solutions LLC
 Tasco Security Inc
 Taylor Davis Landscape Company
 Techguard Security LLC
 Technoplant Gmbh
 Tenax Corporation
 Terra Trellis
 Terrasculpture LLC
 Texas Dor
 Texpak Inc
 The Atlas Network
 The Composting Warehouse
 The Dome Companies
 The Esop Association
 The Farmstead
 The Garden Center Group LLC
 The Generator Connection Inc
 The Hartford
 The Mail Group

The Miller Realty Group LLP	Ups Supply Chain Solutions Inc
The Music Hall	Us Customs And Border Protection
The Naked Bee	Usa Waste & Recycling Inc.
The Offset House Inc	Uvm Grossman School Of Business
The Pdq Asia	Uwl Inc.
The Pets Pajamas Perich	V&M
The Rope Co	Val Foster
The Sharpening Shed Inc	Valfei
The Vermont Marshmallow Company	Valley News
The Vinyl Answer	Van Berkum Nursery
Thomas Lyons	Van Zyverden Inc
Three Rivers Wreath & Plant Co	Vanguard Id Systems
Thymes Unlimited	Vanshika Overseas
Ticketleap	Vaghans Horticulture
Tierra-Derco International LLC	Vegepod
Timberline Signs	Vegherb LLC
Tina Phelps	Vegtrug Limited
Tip Stone Limited	Vegtrug Usa Inc
Tnt Inc.	Vejibag
Tobias Tumfart Gmbh	Veradek
Tom Schlenker	Vermont Agency Of Agriculture, Food Markets
Total Traffic & Weather Network	Vermont Agency Of Transportation
Town Of Georgia	Vermont Allsun Solar Viii LLC
Town Of Greenland	Vermont Community Garden Network
Town Of Hadley	Vermont Compost Company
Town Of Hadley - Library	Vermont Compost Company, Inc.
Town Of Williston	Vermont Department Of Labor
Town Of Williston	Vermont Department Of Taxes
Townline Equipment Sales	Vermont Elevator Inspection Services Inc
Toysmith	Vermont Employment Agency
Transocean Import Co Inc	Vermont Gas Systems Inc
Tree World Plant Care Products	Vermont Glove
Trimech Solutions LLC	Vermont Irrigation Inc
Troiano Waste Services Inc.	Vermont Lake Monsters
Tropical Plant Distributions, LLC	Vermont Life Safety Lc
Tubtrugs LLC.	Vermont Mulch Company
Twenty Acre Farm & Greenhouses	Vermont Natural Ag Products
Twin State Garage Door LLC	Vermont Natural Ag Products, Inc.
Typhoon Homewares LLC	Vermont Natural Coatings
Uline	Vermont Paint Co Inc
Umark Inc	Vermont Public Co
Unex Inc.	Vermont Standard Inc.
Unicorr Packaging Group	Vertex Inc
Unifirst Corporation	Vertpac LLC
United States Postal Service	Vine Ripe Greenhouse Construction
Unittool Punch Die Co Inc	Vision Service Plan
Unum Life Insurance Company Of America	Vita Aka Ne Arbors
Upper Valley Business Alliance	Vnla
Upper Valley Equipment Rentals Inc	Vox Am/Fm LLC
Ups	W.B. Mason Co Inc
Ups Mail Innovations	W.W. Manufacturing Co.

Wagner Transport LLC
 Waitts Landscaping
 Wallaroo Hat Company LLC
 Walter's Propane
 Wamc Northeast Public Radio
 Wanczyk Nursery
 Warren Communications News
 Washington State Department Of Revenue
 Wd Matthews Machinery Co
 We The Wild
 Weeks Roses
 Weir Tree Farm
 Weldflow Metal Products
 Wells Fargo Bank N.A.
 Wells Fargo Equipment Finance Inc.
 Wentworth Farm
 West Chester Protective Gear
 Westaff
 Weston Brands LLC- Hamilton Beach
 White's Welding Co. Inc.
 Wild Woods Maple
 Wildlife Sciences
 Wildlife World
 Willey Scales
 Wilson Farms Inc.
 Window Alert Inc
 Windy Ridge Farm
 Wisconsin Department Of Revenue
 Woodprairie Farm
 Woodstock Percussion
 Workflow Concepts Inc
 Working Fields LLC
 World Source Partners LLC
 Wptz
 Wrenhouse LLC
 Xcellent Mfg Associates Co
 Xiamen Ebei Import Export Co
 Xiamen Hong Yun Xin
 Xodus Innovations LLC
 Yaya Organics LLC
 Yipes Auto & Graphics
 Yuan Mei Corp
 Zhejiang Cathaya Trade & Development Co.
 Ltd
 Zhejiang Greentop Arts Products Co, Ltd
 Zhejiang Hongguocun Leisure Goods
 Zona Productions LLC DbA Popup Garden
 Zone & Co

Current Employees

Adams Anico, Samuel
 Andrew, Lisa Katherine
 Anthony, Elliott Leo-Tate
 Aubel, Phil
 Audette, Macy Jean
 Badger, Rob
 Bailey, Beth A
 Bakewell, Adeline Kathryn
 Ballard, Alexis Elizabeth
 Banta, Peter C
 Barber, Laura Elizabeth
 Barnum, Matthew Robert
 Bartholomew, Jane E
 Becirovic, Batto
 Beckwith, Carisa G
 Behn, Hunter Tobinha
 Bellville, Michelle Lea
 Bender, Sue
 Bennett, Jes A
 Benoit, Pauline
 Bessy, Dillon
 Bevilacqua, Gunner Michael
 Billen, Cynthia Ann
 Bissonnette, Evelyn M
 Bissonnette, Rolland F
 Bliss Jr, Robert George
 Bobowiec, Marlee Lin
 Boldt, Kaylin E
 Bombard, Patricia Ann
 Bortner, Ellen R
 Bosma, Delaney Christine
 Bostwick, Jeff
 Bounds, Richard William
 Bourbeau, Karen Evelyn
 Boutin, Tristan Joseph
 Boyle, Sean Patrick
 Bracco, Karen
 Bradley-Zavala, Nia
 Brady, James Clyde
 Branchaud, Steven
 Brennan, Jennifer L
 Bress, Joe
 Brooks, Eileen T
 Brown, Morgan I
 Brown, Scott Manning
 Bruce, Judith M
 Burde, Kay
 Burns, Maddy

Burt, Steven N
Butler, Denyse M
Campbell, Maura Helene
Campbell, Ronald R
Chase, Caleb
Chen, Cheryl
Cherrier, Tammy Ann
Christianson, Shawn D
Coles, Elizabeth Ann
Collier, Robin
Conger, Brian
Conger, Kevin I
Conti, Laura
Corwin, Amy Lynn
Covell, John J
Cowhig, Carson Christopher
Crady, Tres
Crenshaw, Jamie Ray
Cronin, Rory Valeriana
Crowtree, Amber Rose
Cummings, Thomas Michael
Cysyk, Randy Barry
Daguiar, Grace Linda Ann
Daley, Heidi Silke
Dandurand, Kathleen
Darisse, Olivia Morgan
Daviau, Isaac Steven
Davis, Mykel Brian
Debanico, Aria Ella
Decker, Anna Isabelle
Devaney, Julianne Y
Dewey, Ric
Diaz, Francesca Isabella
Dickerson, Tanner Anthony
Diehn, Tallis Michael
Dimick, Jay
Dion, Robert P
Dostaler, Kim
Drury, Tess Madison
Dugener-Guczek, Nathaniel Reid
Dunbar, Lauren N
Dvorak, Kim Brigit
Dwoinen, Anna Elizabeth
Dysinger, Lucy Louise
Eastman, Sienna Mae
Ebele, Mary Jane
Eddy, Doug
Edwards, Karen Strube
Eirman, Cody B

Ellis, Jessica L
Evans, Dave
Evenson, Heidi H
Fabel, Malice
Faith, Cynthia
Faour, Samer Y
Farmer, Riley Cierra
Feenstra, Mariska Isabel
Ferguson, Joel
Ferris, Tina
Finstad, Elisabeth Grace
Floyd, Sarah Beth
Forrest, Peter Hanson
Frenning, Carl
Gagne, Aeris Lee
Gale, Norman D
Gallagher, Hannah Maureen
Gebhardt, Matthew David
Genovese, Maria Kathryn
Gentry, Annabella Blue
Gerakaris, Mary Diane
Geraty, Lily Florence
Giles, Tom
Gilfillan, Emilee A
Goga, Julianne M
Goodrich, Ken Christian
Gramling, Barbara
Gray, Cindy
Gray, Rebecca M
Gregory, Georgine C
Grutchfield, Nathan Hamilton
Gueldner, Stephanie Nicole
Habersang, John William
Haley, Travis Allen
Harjala, Abigail Noelle
Hart, Talia J
Hathaway, Tammy
Hayes, Jackson Corliss
Hazel, Emmett
Heininger, Justin Peter
Hetzler, Raven Peter Mccarran
Hill, Bethany
Hirsch, Melissa Lynn
Hobbs, Isabella Elizabeth
Hoffman, Cynthia Leigh
Holappa, Lisa R
Homans, Emma R
Hopper, Damon Nicholas
Hopper, Ian Douglas

Howard, Leah Will
Hrotic, Dmitri
Humphrey, Erika M
Huynh, Mimi Anne
Jacobs, Amanda Marie
Jacobs, Dan
Janson, Julia Elisabeth
Jennings, Maureen M
Johnson, Jasper
Jolivette, Jenn
Jones Gagne, Rebekah
Kakalec, Bob
Kale, Jennifer L
Kane, Penny L
Kaplan, Lily Mann
Karloovich, Angela
Kearns, Kevin M
Kearns, Suzanne P
Kelley, Christine Lynn
Kelly, Grace A
Keough, Cheryl A
Ketcham II, Richard Wesley
Ketcham, Maureen
Kirby, Lauren Louise
Knopf, Talya Rebecca
Kogan, Danielle Madelyn
Komerska, Kathryn Maeve
Konopka, Bonnie Ann
Kupiec, Chris
Lackey, Ingrid Buttons
Lafayette, Laurie
Lamkin, Shane Cary
Lamkin, Theo
Lamonda Mr, Stephen
Lane, Sylvie Margaret
Larow, Aaron F
Lavallee, Jerry
Lawton, Janet L
Leckey, Grace Alexandra
Lemieux, Maureen
Lesage, Craig M
Levick, Nathan
Lewis, Tim
Lightle, Kate J
Lindberg, Scott
Lobdell, Travis J
Lombardi, John
Longe, Brandon Michael
Lopez Gomez, Pilar Louise

López, Amaya Natalia
Lopez, Henry Manchester
Lott, Jamar
Lowther, Ella May
Lucia, Matt
Lurz, Sophie Ada
Macqueen, Kim Addonizio
Macri, Noah James
Maglaris, Jen
Manion, Joseph
Martel, Stacy Jo
Martin, Linda G
Matthews, Grace Elizabeth
Maynes, Nancy Hollister
Mayo, Dexter Walker Guanco
McClellan, Anne E
Mcevoy, Lisa Ann
Mcgeoch, Alicia V
Mcindoo, Ev
Mckinney, Denise R
Mckusick, Gordon Loring
Mcperson, Brian
Meadar, Cassetia Sage
Meadar, Cheyenne Lyne
Metz, Patrick John
Meunier, Jamie
Miles, Stephen Christopher
Miller, Susan Rae
Mitchell, Brian W
Mitchell, Jill S
Moland, Liesl A
Montague, Kenena M
Montague, Troy Clark
Moody, Ash
Moore, Louisa R
Morgan Fossi, Colleen
Morlock, Clara
Morton, Zach
Mowen, Eric R
Mullen, Ashley Erin
Mumley, Miranda Marie
Myers, Abriana Kim
Newell, Maira K
Newton, Michael George
Noel, Evan Christopher
Nuttall, Hillary M
O'connor, Jennifer Maureen
Oakes, Myah
Oalican, Warren

Orszulak, Jenny
Oskar, Allison Rachael
Owen, Sara B
Parent, Katie
Parent, Wes James
Parker, Susan Ellen
Pecor, Vivian Lee
Phelps, Tina
Phillips, Cindi
Phillips, Kc
Pickering, Fox Frazier
Pirnie, Meredith Rae
Pisha, Cat
Planelles, Sabine Isabel
Pollak, Dianne Marie
Potter, Lucas Knowles
Poulton, Sehan Gregory
Prouty, Tim
Provost, Lara Elizabeth
Pudvah, David M
Rajak, Amrita
Randell, Phyllis
Rath, Sheri Cunningham
Raymond, Emma Cassidy
Raymond, Leslie
Reed, Art A
Relland, Cil
Revett, Herlina
Reynolds, Alie
Rider, David Taylor
Ritter, Autumn Rose
Rivlin, Meredith Rachel
Robertson, Sarah Marie
Roche, Lisa
Rodgers, Shawn
Roka Magar, Vharati
Root, Amanda Lynn
Ross, David W
Roy, Adam
Russo, Jack R
Ryan, Valerie D
Salas, Sarah Lynn
Sanders, Michelle
Sands, Ryan
Sangrey, Logan A
Saveall, Ben Aidan
Schlenker, Thomas Christian
Schuster, Kathie H
Shambaugh, Jack

Shannon, Alan George
Shaw, Mark
Shea, Tom
Shipley, Brenee Elise
Shipley, Wesley Clayton
Shoop, Melvin
Silva, Michael
Simcoe, Asher Adrian
Slusky, Miriam Ruth
Smallbone, Grace Victoria
Smith, Janet Heide
Smith, Rebecca
Spencer, Kevin Andrew
Sprano, Buffy L
St Cyr, Gioja Seviah
St Onge, Joshua Michael
Staniels, Peter C
Stark, Arya Not Real Employee
Steinberg, Lisa Mansfield
Stuart, Jeff
Sumner, Patrick M
Sutkoski, Matt
Sweeney, Griffin Gerald
Tame, Jenn
Tarinelli, Mark Austin
Tarte, Clara Anne
Thayer, Jen
Thompson, Susan Mary
Thut, Diana P
Tibbetts, Jillian Fernande
Tiedeman-Mau, Eric
Tindall, Kyle J
Tipper, Adam
Tubbs, Beverly D
Tyman, Devin Farias
Tyrrell, Mary
Valence, Quinn Nicholas
Valley, Sherilyn
Valyou, Jeremy M
Wainer, Zoe W
Waite, Eliza Rose
Walker, Tom
Wallace, Mary Elizabeth
Welford, Olivia Rain
Wells, Kat Wilmanns
Westover, Ida R
Wetzel, Nora Gene
Wheeler, Rita Limoge
Wiggins, Erica J

Wilde, Ryland Michael
 Wildrick, Scott M
 Wilke, Richard Benjamin
 Wilkins, Pat
 Wissell, Macey
 Wright, Elizabeth C
 Yankowski, Lisa A
 Zalewski, Ziyu
 Zelazny, Grace Elizabeth

Former Employees

Abel Palmer, Craig B
 Ablondi, Lauren N
 Aden, Ibrahim J
 Ahearn, Erin Maureen
 Ahrens, Chris
 Alder, Jacci
 Alemy, Morgan Leigh
 Allen, Ryan James
 Amthor, Meghan Elizabeth
 Anders, Eva
 Andersen, Erik Carl
 Anderson, John Eric
 Applegate, Kelsey Anne
 Armstrong, Sam
 Ashak, Billy
 Ashton, Rob
 Atherton, Donovan Lee
 Atherton, Nicholas Hunter
 Atkins, Lara Collier
 Avison, Jessica Brook
 Baker, Julie Ann
 Ballard, Sophie
 Ballek, Hillary Anne
 Barber, Rose Marie
 Barber, Travis Edward
 Barbera, Emily Jane
 Barbour, Turner
 Barrett, Hannah
 Barry, Mark J
 Batchelder, Marlee Paige
 Bavos, Madisen Lyn
 Beaudoin, Mark William
 Bender, Sandra Fox
 Bender, Victoria M
 Benjamin, Jack
 Berger, Joe
 Bernadet, Gina M
 Bernadet, Tyler Guy

Bernal, Sophia Anne
 Berry, Susan A
 Berthiaume, Emma Caroline
 Berthiaume, Michelle Ferro
 Berthiaume, Xander Kayson
 Besaw, Brenden Cody
 Bevan, Jon
 Bigelow, Shelby Leigh
 Bissonnette, Duncan Francis
 Black, Leila E
 Bluteau, Charlotte Elisabeth
 Boateng, Diedra Sarpongmaa
 Bolton, John N
 Bonafini, Leanna Kathryn
 Bond Q, Sonia Quinn
 Borders, Rafael Anthony
 Boudreau, Ricky Paul
 Bourdeau, Debra Alwin
 Bourne, William A
 Bovat, Cynthia J
 Boyle, Rileigh E
 Bradley-Gilbert, Abby N-A
 Bratcher, Ruby Isobel
 Brault, Andrew Michael
 Brault, Matthew James
 Breton, Janine
 Brimblecombe, Tessa Lynn
 Bristow Johnson, Patricia Mae
 Britton, Marjorie Rose
 Brock, Helen
 Broe, Vicky L
 Brooks, Jan Stuart
 Brown, Alexander Joseph
 Brown, Justin Phillips
 Brown, Lisa T
 Brown, Madeline
 Brown, Phillip James
 Brown, Starlene
 Brunell, Gary K
 Bruning, Nathan James
 Brzoza, David Adam
 Buckingham, Maia E
 Bufano, Brittany A
 Bunnell, Gavin Anthony
 Buonanno, Stacey
 Burke, Jacob
 Burns, John P
 Burt, Chris
 Buss, Holly S

Buzzell, Megan Ann
Byers, Jo-Ann
Caforia-Magee, Jake Joseph
Calderon-Rios, Daniel Felipe
Caldwell, Dale L
Caldwell, Mina
Calix, Thaina Esther
Callahan, Kristina Mae
Campbell, Thomas Terry
Capen, Hanah Ashley
Cardenasclarimon, Mateo A
Carmichael, Daniel Frank Rank
Carroll, Abaigeal Bridgette
Carroway, Bryn Monique
Carson, John W
Casale, Kelly M
Chace, Joan P
Chapin, Connor Claiborne
Chapman-Renaud, Heidi Jeanne
Charash, Lori M
Chase, Emerson Kelsey
Chevalier, April Lynn
Choiniere, Rosie
Cipri-White, Renee
Clark, Sandra
Clarke, Jeff
Clarke, Sabrina
Cleary, James Adam
Clifford, Willow Hannah
Clodgoe, Corey M
Clodgoe, David A
Clouser, Kevin L
Coates, Darcy G
Coddling, Jordyn Michelle
Cofske, James Peter
Coia, Tamara Couillard
Collmer, Jessie Lynn
Combs, Betsy
Connelly, Angela L
Connolly, Maureen Cregan
Corson, Kelley Anne
Cote, Charles Emile
Cousino, Joe
Cowles, Dylan Zenas
Cree Carrie, Carrie Marie
Crepeau, Julia Dayle
Crepeau, Michele Woodlock
Crook, Kate
Cross, Evan Cassidy

Cross, Mary Alice
Crowthers, Alexandra Marie
Cummings, Linda M
Curtis, Nathan W
Dandurand, Ruth Ellen Claire
Danis, Victoria Lynn
Darrow, Michael Jerome
Das, Ananya
Davenport, Julia Elizabeth
Davis, Evan Stewart
De Jarnett, Alexandra Cosette
Deason, Barbara Nell
Deavitt, Sydney J
Debanico, Brianna Isabel
Decoff, Justin Raymond
Dedon, Natalie Rose
Delor, Abigail Rae
Demag, Guy Frank
Demaine, Lori Nicole
Deming, Michael J
Denison, Marie
Deschamps, Bryson Lee
Desjardin, Ellen M
Deuso, Jacob Daniel
Di Paolo, Sofia Victoria
Dillenbeck, Bob
Dimasi, Louis Anthony
Dimassino, Thea
Dionne, Norman
Dixon, Gail
Doe, Debbie
Doty, Elysia Anne
Dougher, Jacob Anderson
Dreibelbis, Gretchen I
Dube, Nicholas Dmitri
Dudley, Katherine A
Duffy, Beth
Duffy, Jack Hunter
Duggan, Kathy
Duncan, Wendy
Dunchus, Joseph V
Dunn, Charles S
Durbin, Hazel Rose
Dusharm, Hannah Noel
Dwyer, Cheryl
Eagan, Edward Gordon Alexander
Eastridge, Audrey Hundley
Edwards, Bridget
Edwards, Kimberly Ann

Edwards, Madison Lynn
 Einhorn, Anne T
 Eisen, Nathaniel David
 Eisenbrey, Lynn
 Eisenmenger, Tyler Ryan
 Elkins, Sydney C
 Elliot, Susan B
 Emler, Noah Robert
 Enser, Richard Wayne
 Epperson, Madeline Marie
 Erb, Isis
 Erdogan, Avery Dilek
 Evans, Justin Daniel
 Everse, Amanda K
 Fairbanks, Dale Christopher
 Fairbanks, Erin E
 Farnsworth, Angie Marie
 Fawcett, Chloe Nichole
 Faxon, David Tommy
 Felicetti, Daniel K
 Felix, Lucy Grace
 Ferdyn, Toby James
 Ferland, Tyler D
 Fertik, Sam Owen
 Finn, Justin Mitchell
 Fischer-Byrne, Mayah Etta Heike
 Fisher, James E
 Fitzgerald, David William
 Flewelling, Lauren Rae
 Flower, Archibald Dick
 Flynn, Zoe Anne
 Foley, Catherine L
 Forcier, Nat
 Foster, Eileen Rectenwald
 Fougere, Cameron Ryan
 Francis-Goucher, Livve James
 Fream, Natalie
 Gacetta, Donna L
 Gagnon, Amanda Rose
 Gamache, Griffin Lee
 Gardner, Amanda Jane
 Gary, Molly Elizabeth-Leanore
 Gates, Alexandra Mieg
 Gaudette, Colin Joseph
 Gay, Pete
 Geier, Peggy M
 Gendreau, Sophia Rose
 George, Adam
 Georgiou, Nicholas

Gerome, Karen
 Gibson, Lucy
 Giroux, Patty
 Glerum, Deb Ann
 Gokey, Grace Hannah
 Gould, Lisa Morgan
 Grabow, Evann Haley
 Gratton, Valerie Denise
 Gravel, Victoria Renee
 Greenwald, Bill
 Grimes, Skylar S
 Guay, Kate
 Guay, Taylor Rose
 Gurche, Meave Paulina
 Haessler, Devon Ellison
 Hancox, Charlotte Sophia
 Hannigan, Julie A
 Harrington, Willa A
 Harris, Hunter Elizabeth
 Harris, Richard M
 Hart, Brady Michael
 Hartman, Pieter Charles
 Haslam, Penny Lee
 Hasu, Shelby Lee
 Hatch, Michael Paul
 Hater, Ellen Jean
 Hatin, Tiffany M
 Hayes, Christine Cecilia
 Hayward, Christine Denise
 Healy, Robert L
 Heard Burns Ms, Fiona Erin
 Heinemann, Barbara Ann
 Heinrichs, Samuel David
 Helmicki, Carson Taylor
 Hemphill, Clare Marie
 Henault, Christian Daniel
 Henderson, Logan Eirian
 Henderson, Tamara Gemme
 Henderson, Tricia Lynn
 Hennessey, Cat
 Hensley, Vickie L
 Higley, Emmett Darby
 Hill, Jessica Lynne
 Hillier, Julia Christine Carlson
 Hirsch, John Anthony
 Hoffman, Vincent Louis
 Holcomb, Jocelyn Marie
 Holly, Catherine I
 Holly, William D

Holmes, Diana Kate
 Holmes, Michelle Ryan
 Horowitz, Zoe Joy
 Houghton, Christopher C
 Howard, Nancy
 Humphrey, Alyson Mary
 Humphrey, Megan Michelle
 Hussey, Richard Dana
 Huyett, Molly Jane
 Iasilli, Michelle
 Ihde, Natalee Claire
 Innes, Clare Elena
 Innes, Marcy Holbrook
 Jackson, Lauren Theresa
 Jacobs, Sarah Katherine
 Jarvis, Ryle
 Jeske, Christina A
 Johnson, Iris
 Johnson, Isabella Rose
 Johnson, Jordan D
 Johnson, Kevin Scott
 Johnson, Susan Kirkpatrick
 Jokinen, Brian Lee
 Jones, Nadine R
 Joyce, Galen Michael
 Joyce, Wanda H
 Junno, Carmen Christine
 Kadariya, Susita
 Kane, Christie
 Kascha-Hare, Finn Lukas
 Kasianchuk, Ryan Toshihiko
 Kearney, Saoirse Claire
 Kehoe, Elizabeth Maryellen
 Keim, Jonas William
 Kelley, Jessica Catherine
 Kelley, Tamara J
 Kelm, Lorraine B
 Kendall, Bryan Wayne Allen
 Kiely, Sarah
 Kilker, Rhonda
 King, Maya Jean
 King, Rose Godfrey
 King, Sue
 Kingsland, Deborah A
 Kirby, Gail E
 Kleh, Leslie Ann
 Klenotic, Dianne
 Klimas, Alexandria Gene
 Kopp, Finnegan

Kramer, Mark S
 Kreckler, Kathryn R
 Kudrle, Jennifer
 Laberge, Susan J
 Lachapelle, Lisa P
 Lachappelle, Tammy Marie
 Laliberte, Michelle
 Lambert, Haden Wayne
 Lambert, Isaac
 Lamphere, Jack Henry
 Lande, Paul W
 Landon, Mary Susan
 Langlois, Sam Kathleen
 Langlois, Steve J
 Laplume, Sam
 Larose, David
 Lary, Bridget Elizabeth
 Lash, Michael Lewis
 Lavallee, Tracy Lee
 Lawrence, Jamie
 Lawrence, Liz
 Lawrence, Nina Delaney
 Lawson, Kat
 Lawson-Ryan, Iris Aideen Walker
 Leblanc, Delainey Madelyn Rose
 Leblanc, Kristie Lynn
 Leclair, Kelly Anne
 Leduc, Kennedei
 Lejeune, Kathleen B
 Lemieux, Andrea Renee
 Leo, Donna Marie
 Lepple, Susan B Stanilonis
 Lewis, Linda M
 Leyden, Geoffrey Hoffmann
 Linn, Robin J
 Lisaius, James Brook
 Locher, Emma
 Lock, Matthew Del
 Longacre, Timothy J
 Longo, Michelle Renee
 Lowrey, Maverick John
 Lucas, Lisa Cecelia
 Luna, Chris
 Lykins, Sharon Lynne
 Lynch, Spencer William
 Lytle, Delaney Shae
 Macneill, Bridget Ophelia
 Madan, Sebastien Satish
 Maddix, Marcus Johan

Maderazzo, Marc M
 Maerlender, Art
 Magoon Mr, Lander William
 Magoon, Riley Kathleen
 Mahmud, Faarzein
 Mahoney, Chris
 Maillet, Marie Lin
 Mainville, Emily
 Malenfant, Aidan William
 Mangione, Jackie
 Manice, Reed
 Margolis, Samuel Charles
 Maring, Nathaniel Scott
 Marrier, Laila Love
 Massey-Bierman, Marika
 Matheson, Tyler James
 Matthew, Aaron Christopher
 Maville, Patience Ann
 Maxwell, Kim
 Mayer, Richard A
 Mccarthy, Christopher John
 Mcclellon, Derrick Jordan
 Mcclintock, Todd Richard
 Mccombie, Kevin Michael
 Mcdonald, Marian F
 Mcdougal, Nicholas Ulysses
 Mcfarland, Brandon Edwin
 Mcgown, David C
 Mcgrath, Megan C
 Mckibben, Cody A
 Mcmorrow-Keating, Veronica Jane
 McNall, Tyler
 Mcnamara, Paul
 Mcvey, Mai
 Menzel, Madison Elizabeth
 Merges, Mary A
 Mesler, Esther Lopez
 Miller, Angelina Francheska
 Miller, Lindsay Leah
 Mitchell, Brandon Willard
 Miuccio, Deborah L
 Moland, Magne Z
 Moland, Soren Luke
 Monaghan, Jessica L
 Moodie, Slade Alden
 Moore, Peter Jessup
 Morain, Amy Roderer
 Morgan, Ann
 Morgan, Christopher A

Morgan, Jay
 Moriarty, Michael
 Morisseau, Kelly Ann
 Morissette, Amanda Joy
 Morrison, Kyle Gardner
 Moser, Zoe E
 Moshier, Christine Marie
 Moulton, Grace R
 Muller, Dierdre Leigh
 Mullins, Joslin Aubree
 Mullins, Steven Lee
 Mumley, Daymien James
 Mumley, Jordan Keith
 Murphy, Connor
 Murphy, Eileen Marie
 Murphy, Jean Ann
 Myers, Kim Holmes
 Nadeau, J P
 Nault, Adele Marguerite Eliana
 Newton, Josh
 Nicholas, Nancy
 Nichols, Brittany S
 Noble, Allen C
 Noble, Mason
 Nohl, Allan Ray
 Norwood, William Tate
 O'leary, Elise Ann
 O'neil, Denise Gail
 Odonald, Janice L
 Odonnell, Jenna Saunders Banning
 Oneill, Kat
 Ostler, Jo Lynn Marie
 Packard, Darcy L
 Page, Beth
 Pages, Christian Richard
 Pajak-Leavy, Peyton Slater
 Palmer, Jane Ellen
 Palmer, Ray
 Pan, Cheng Lan
 Paquette, Shantel
 Paquette, Zach
 Paret, Elizabeth H
 Parr, Karen Beth
 Parrott, Josh Louis
 Parsons, Jeramiah Thomas
 Parsons, Jesse Matiru
 Pastore, Nicole Michele
 Pazdro, Russell J
 Pearsall, Pat

Peduzzi, John Elmo
 Penniman, Myles
 Perrotte, Emma Brooke
 Perrotto, Maxwell
 Persinger, Germaine Norma
 Perusse, Harley River
 Peters, Jacob Romeo
 Pettirossi, Audri
 Pfeiffer, Celeste Bader
 Phillips, Clarity Rose
 Phinney, Selena Marie
 Pho, Elizabeth Thu
 Pillsbury, April
 Pino, Hannah Taylor
 Pistey, Jon
 Platt, Liam
 Poirier, Denis Roland
 Poirier, Paige Elizabeth
 Polandova, Irina K
 Popick, Ethan Forrester
 Popiel, Lillian Frances
 Prior, Karen
 Prouty, Rebekah R
 Rabinovitz, David M
 Ragland, Bethany Anne
 Rainville, Gabrielle M
 Rakaseder, Elizabeth Hope
 Ransom, Erin Kirkpatrick
 Raymond, Laura L
 Reen Jr, Jerome J
 Reid, Marty
 Reil, Josh
 Reilly, Connor
 Remsen, Chris
 Renaud, Rick
 Rex, Zoe Lynn
 Reynolds, Brandon T
 Reynolds, Kimberley Noelle
 Richardson, Claire Louise
 Ritzo, Tracy
 Roberts, Chelsea Lynn
 Roche, Katie
 Roegner, James Morgan
 Rogers, Alaina Kathrine
 Rogers, Rebecca Lynn
 Roka, Bhakta Kumari
 Roka, Sajana
 Roka, Satya Prasad
 Roll, Natalie Jessica

Romanoff, Susan L
 Rooney, Katherine Louise
 Ross, Sally Roberts
 Rouse, Brooke Madison
 Rousseau, Jennifer Ann
 Rousseau, Jesse R
 Roy, James
 Roy, Nathan Patrick
 Ruggles, Justin Galen
 Rupp, Stacey Potter
 Ryan-O'flaherty, Liam C
 Saklad, Althea Tara
 Salazar, Sabryna
 Salois, Lila Susan
 Sanborn, Thomas W
 Sapienza, Peter M
 Satter, Deborah Chauncey
 Saulnier, Levi Royal
 Savitsky, Mark
 Sawyer, Paula Ann
 Scelza, Michelle Leann
 Schall, Gary Howard
 Scott, Emily A
 Sealy, Wanda
 Sears, Peter Michael
 Semprebbon, Jean M
 Seyller, Eva
 Shackelford, Julianne Dawn
 Shand, Dawn
 Shaw, Angela Dawn
 Shaw, Christina
 Shea, Catherine Marie
 Shepardson, Doug
 Sherman, Grace Elizabeth
 Shields, Alana Helen
 Shinney-Kalafatas, Noah Nikitas
 Shuman, Philip M
 Sicard, Amanda Lynn
 Silloway, Tracey
 Simeck, Austin James
 Simkin, Jennie
 Simpson, Beth
 Simpson, Rick
 Smialek, Peter Aaron
 Smith Davis, Gillian Elizabeth
 Smith, Bazyll Nda
 Smith, Bradley Thomas
 Smith, Corinne A
 Smith, Jasmine Samantha

Smith, Jaxen Allen
Smith, Jonathan Anibal
Smith, Larson Shapleigh
Smith, Perry Dixon
Smith, Sophia Kathleen
Smith, Thomas A
Snell, John V
Solleder, Megan Elizabeth
Solomon, Elena Perras
Soules, Michelle
Sourdiffe, Jacob Joseph
Spencer, Eli
Spradling, Jaquelyn R
St Amant, Rachel Anne
St Amour, Nathaniel Lawrence
St Hilaire, Amanda
Stakutis, Tina
Stanford, Kenneth R
Stankiewicz, Brad Michael
Stankiewicz, Brett Thomas
Stanton, Leah Grace
Stearns, Becky
Steckiel, Faryn Harper
Stecklare, Janet D
Steenbeke, Tess
Stell, Michael Todd
Stevens, Brad
Stevens, Braeden Craig
Stewart, Andrew McCallie
Stochlinski, Christine
Stommel, Noah Julian Bihler
Stott, Gregory Holden
Strand, Natalie Irene
Straub, Natalie Elizabeth
Strong, Chris Ellen
Sturtevant, Tania
Sullivan, Josh
Sulouff, Doug A
Suozzo, Liz
Sutcliffe, Alison
Swart, McKenzie Marie
Sweeney, Derek
Tedesco, Patricia Louisa
Thayer, Ann Cavoretto
Thelemarck, Lea Rose
Theodorou, Sofia
Thibault, Leslie Anne
Thibeault, Samuel E
Thut, Abigail E

Tietjen, Andre Parker
Tillotson, Jarrett
Tompkins, David B
Toolin, Bob
Torrisi, Kathy Adelaide
Toth, David John
Tougas, Cara
Townsend, Carlye Jean
Tracy, Sue
Trombitas, Dana Nicole
Turcot, Cindy
Turcot, Sam
Turek, Martha E
Tyler, Robert Lawrence
Vagt-Bendoski, Seth
Valyou, Aiden M
Valyou, Ti
Vanliew, Andrea Bradford
Vanscoy, Patricia Elizabeth
Vellucci, Amanda
Vien, Laurie A
Vigneault, Kristin Ann
Vincent, Charmaine L
Vishnevsky, Sandra Barrow
Voorhees, Kate
Waldo, Ethan Rc
Warstler, Nedah Barrett
Weil, Freya Shoshanna
Wells, Kelly Leigh
Wells, Talon Adam
Wendrychowicz, Keith J
Werner, Elle
Wetzel, Eva Margaret
Wheatley, Nipa Ann
Wheeler, Abigail Rose
White, Arlie
White, Meredith
White, Renzo L
Whitmire, Caetlin Serenity
Widyani, Navyonny Kiersten
Wiggins, Mark
Wilcox, Jonathan R
Wildman Ii, Davis
Williams, Adrian Alan
Williams, Carly Eileen
Williams, Jason Paul
Williams, Kolton Lucas
Williams, Renee Mary
Wilson, Brian A

Witte, Kellyne
Wittmann, Heather Clarke
Wolf, Lissy
Wood, Anja Hope
Woodward, Brian J
Workman, Mason John
Wright, Brad
Wright, Brenda K
Wright, Harry
Wright, Isabel
Wright, Joseph J
Wright, Willa Jean
Young, Bill
Young, Luke Roh
Zeiter Gherst, Grace Ilona

Schedule 2

AMP's Relationship to Interest Parties Disclosures

Parties who are current or former clients of AMP in matters unrelated to these Chapter 11

Cases include the following:

Name of Interested Parties Searched	Relationship to Debtors	Name of Entity that is an AMP Client	Relationship to AMP
Cole Schotz P.C.	Debtors' Professionals	Cole Schotz P.C.	Cole Schotz currently represents AMP in its capacity as a State Court appointed receiver in an unrelated case in Garrard County, KY; Cole Schotz previously represented AMP in other unrelated state and federal receivership cases