IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
US MAGNESIUM LLC,[1]	)	Case No. 25-11696 (BLS)
Debtor.	)	RE: D.I. 866

CERTIFICATION OF COUNSEL REGARDING DEBTOR'S MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTOR TO (I) ENTER INTO AND PERFORM ITS OBLIGATIONS UNDER AN ASSET MONETIZATION AGREEMENT IN CONNECTION WITH THE SALE OF THE DEBTOR'S REMAINING M&E AND SCRAP ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES OF ANY NATURE; (II) RETAIN THE SEVICES OF SB360 CAPITAL PARTNERS, LLC AS ITS LIQUIDATION CONSULTANTS IN CONNECTION THEREWITH; AND (III) GRANTING RELATED RELIEF

I, Michael Busenkell Esq., of Gellert Seitz Busenkell & Brown, LLC, counsel to the above captioned debtor and debtor-in-possession (the "Debtor") hereby certify as follows:

1. On May 7. 2026, the Debtor filed its *Debtor's Motion For Entry of an Order Authorizing The Debtor to (I) Enter Into and Perform Its Obligations Under an Asset Monetization Agreement in Connection With The Sale of The Debtor's Remaining M&E and Scrap Assets Free and Clear of All Liens, Claims, and Encumbrances of Any Nature; (II) Retain The Services Of SB360 Capital Partners, LLC as Its Liquidation Consultants in Connection Therewith; and (III) Granting Related Relief* [D.I. 866] (the "Motion").

2. Pursuant to the Notice filed with the Motion, and at the direction of the Court, the deadline to object or otherwise comment on the entry of an order approving the Motion was set for May 15, 2026, at 4:00 pm (ET) (the "Objection Deadline").

[1] The last four digits of the Debtor's federal tax identification number are 5446. The Debtor's address is 238 N 2200 W, Salt Lake City, Utah 84116.

3. Prior to the Objection Deadline, the Debtor received informal comments from the Official Committee of Unsecured Creditors ("Committee") and the Office of the United States Trustee (the "UST"). In addition, the following responses were filed:

i. Utah Division of Forestry, Fire, and State Lands' Limited Objection to Debtor's Motion for an Order Authorizing the Debtor to (I) Enter into and Perform its Obligations under an Asset Monetization Agreement in Connection with the Sale of the Debtor's Remaining M&E and Scrap Assets Free and Clear of all Liens, Claims and Encumbrances of any Nature; (II) Retain the Services of SB360 Capital Partners, LLC as its Liquidation Consultants in Connection therewith; and (III) Granting Related Relief [D.I. 883].

ii. Forgen, LLC's Reservation of Rights to Debtor's Motion for Entry of an Order Authorizing the Debtor to (I) Enter Into and Perform its Obligations Under an Asset Monetization Agreement in Connection with the Sale of the Debtor's Remaining M&E and Scrap Assets Free and Clear of All Liens, Claims, and Encumbrances of Any Nature; (II) Retain the Services of SB360 Capital Partners, LLC as its Liquidation Consultants in Connection Therewith; and (III) Granting Related Relief [D.I. 884].

iii. United States' Limited Objection to Debtor's Motion for Authorization to (i) Enter into and Perform its Obligations Under an Asset Monetization Agreement in Connection with the Sale of the Debtor's Remaining M&E and Scrap Assets Free and Clear of All Liens, Claims, and Encumbrances of any Nature; (ii) Retain the Services of SB360 Capital Partners, LLC as its Liquidation Consultants in Connection Therewith; and (iii) Granting Related Relief [D.I. 885].

4. Thereafter, the Debtor engaged in good faith communications regarding all comments and response received and prepared a revised proposed form of order (the "Revised Proposed Order") and circulated to the parties in interest.

5. The undersigned certifies that he has reviewed the Court's docket for this case and no other answer, objection or responsive pleading to the Motion appears thereon.

6. A true and correct copy of the Revised Proposed Order is attached hereto as **Exhibit A**. A blackline of the Revised Proposed Order marked against the version filed with the Motion is attached hereto as **Exhibit B**.

WHEREFORE, the undersigned respectfully requests that the Court enter the proposed order attached hereto as **Exhibit A**, without further notice or hearing.

Dated: May 29, 2026

GELLERT SEITZ BUSENKELL & BROWN, LLC

/s/ Michael Busenkell
Michael Busenkell (DE 3933)
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Counsel to the Debtor and Debtor-in-Possession

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: US MAGNESIUM LLC,[1] Debtor.	Chapter 11 Case No. 25-11696 (BLS) **Related D.I. _____**

ORDER GRANTING DEBTOR'S MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTOR TO (I) ENTER INTO AND PERFORM ITS OBLIGATIONS UNDER AN ASSET MONETIZATION AGREEMENT IN CONNECTION WITH THE SALE OF THE DEBTOR'S REMAINING M&E AND SCRAP ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES OF ANY NATURE; (II) RETAIN THE SEVICES OF SB360 CAPITAL PARTNERS, LLC AS ITS LIQUIDATION CONSULTANTS IN CONNECTION THEREWITH; AND (III) GRANTING RELATED RELIEF

Upon the above captioned Debtor's Motion for entry of an order pursuant to sections 105(a) and 363 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for the entry of an order authorizing the Debtor to (i) enter into and perform its obligations under that certain asset monetization agreement dated as of April 30, 2026, by and among SB360 Capital Partners, LLC (the "Consultant"), on the one hand, and the Debtor, on the other (the "Asset Monetization Agreement") to assist the Debtor in liquidating its remaining M&E and Scrap (as each are more fully defined in the Asset Monetization Agreement, the "Assets") free and clear of all liens, claims and encumbrances, in accordance with the terms of the Asset Monetization Agreement; (ii) retain the Consultant to provide the asset services set forth in the Asset Monetization Agreement; and (iii) granting related

[1] The last four digits of the Debtor's federal tax identification number are 5446. The Debtor's address is 238 N 2200 W, Salt Lake City, Utah 84116

relief (the "Motion");[2] and upon consideration the declaration of Robert Gould; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b), and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that due and sufficient notice of the Motion has been given under the particular circumstances and that no other or further notice of the Motion need be given; and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found and determined that the relief sought in the Motion is in the best interest of the Debtors, their estates, their creditors and all other pa1ties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND, CONCLUDED, AND DETERMINED that:

A. The Debtor has advanced sound business reasons for entering into the Asset Monetization Agreement as set forth in the Motion and at the hearing, and entry into the Asset Monetization Agreement is a reasonable exercise of the Debtors' business judgment and is in the best interest of the Debtor and its estate.

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

C. The sale and auction procedures as described in the Motion are reasonable and will maximize the returns on the Assets for the benefit of the Debtor's estate and creditors and will

[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Motion or the Asset Monetization Agreement, as the case may be.

provide an efficient means for the Debtor's to liquidate and dispose of the Assets as quickly and effectively as possible, and are in the best interest of the Debtor's estate.

D. The Debtor has demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

E. The entry of this Order is in the best interest of the Debtor and its estate, creditors, and all other parties in interest herein.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Debtor is authorized to enter into the Asset Monetization Agreement, a copy of which is attached to this Order as Exhibit 1. The Debtor is authorized to act and perform in accordance with the terms of the Asset Monetization Agreement, including, making payments required by the Asset Monetization Agreement to the Consultant without the need for any application of the Consultant or a further order of this Court. The failure to specifically include any particular provision of the Asset Monetization Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Asset Monetization Agreement and all of its provisions, payments, and transactions, be and hereby are authorized and approved as and to the extent provided for in this Order.

3. The sale of Assets under the Asset Monetization Agreement shall be subject to the applicable provisions of the De Minimis Asset Sale Procedures Order; provided however, to the extent that after consultation with the De Minimis Asset Notice Parties (as defined in the De Minimis Asset Sale Procedures Order), such De Minimis Asset Notice Parties agree to waive or shorten the required notice period under Paragraph 3(iv) of the De Minimis Asset Sale Procedures Order, the Debtor's and Consultant may conduct provide or public sales, auctions or sale of Assets

without having to comply with the notice and related provisions set forth in Paragraphs 3(iii), 3(iv), and 3(v) of the De Minimis Asset Sale Procedures Order.

4. All entities that are presently in possession of some or all of the Assets in which the Debtor holds an interest that are or may be subject to the Asset Monetization Agreement or this Order hereby are directed to surrender possession of such Assets to the Debtor, subject to the terms of the Limited Access Agreement (as defined below).

5. Except as provided herein, neither the Debtor nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any governmental unit (as defined in section 101(27) of the Bankruptcy Code), to conduct the sale of the Assets in accordance with the Asset Monetization Agreement; provided however, the Debtor's access to the Premises where the assets are located shall be subject to the Limited Access Agreement between the Debtor and the FFSL Purchaser.

6. The Debtors and the Consultant are hereby authorized to take such actions as may be necessary and appropriate to implement the Asset Monetization Agreement and to conduct the sale of the Assets without the need for a further order of this Court, notwithstanding any applicable non-bankruptcy laws that restrict such sales and activities; subject to the terms of the Limited Access Agreement (as defined below).

7. Except as provided in this Order, no person or entity shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder the sale of the Assets or the sale of the Assets, or the advertising and promotion of the sale of the Assets; subject to the terms of the Limited Access Agreement (as defined below).

8. All sales of Assets shall be by cash and shall be "as is" and final. The Consultant is authorized to charge and collect on behalf of Company from all purchasers the purchase price together with all applicable taxes payable by a purchase, if any, in connection therewith.

9. The Consultant shall remit the Gross Proceeds of the sale of all Assets, minus the Consultant's commission and Consultant's Expenses, to a deposit account of the Debtor (approved by Wells Fargo or such other account designated by Wells Fargo or, to the extent that all indebtedness and obligations owed to Wells Fargo are paid in full in cash in accordance with the terms of the financing agreements of Wells Fargo with the Company ("Paid in Full"), then by Renco Global Capital, LLC and/or The Renco Group, Inc. (collectively, "Renco"), provided that, any disbursement of such funds by the Debtor shall be made in accordance with the rights granted to Forgen, LLC under the Order (I) Authorizing the Debtor to Obtain Postpetition Financing, (II) Authorizing the Lender to Make DIP Liquidation Advances to the Debtor to Liquidate the Lender's Pre-Petition Collateral; (III) Authorize the Debtor to Repay the DIP Liquidation Advances from the Net Cash Proceeds of the Sale of the Prepetition Collateral; (IV) Modifying the Automatic Stay and (V) Granting Related Relief [D.I. 751] and the Order Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment of De Minimis Assets [D.I. 793].

10. Consultant's Fees and Commissions and Consultant Expenses shall be payable from the Gross Proceeds, as applicable, generated from the sale of the Assets and Consultant may, without further order of the Court, withhold such fees and expenses from Gross Proceeds without adherence to any weekly monthly budget entered in connection with these chapter 11 cases. Within thirty (30) calendar days after the date of completion of the sales of the Assets, the Debtor shall file a summary report that sets forth: (a) the Gross Proceeds from the sales of the Assets; and (b)

the total fees paid and expenses reimbursed to the Consultant under the Asset Monetization Agreement.

11. The Debtor is responsible for the payment of any and all sales taxes from the Gross Proceeds from the sale of Assets. The Debtor is directed to remit all taxes accruing from the sale of the Assets to the applicable governmental units as and when due, provided that in the case of a bona fide dispute, the Debtor is only directed to pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable governmental unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtor shall not be used to pay any creditor or any other party, other than the applicable governmental unit for which the sales taxes are collected.

12. The Consultant shall not engage in the storage, handling, treatment, generation, transportation, modification, relocation, removal or disposition of any hazardous chemicals, solvents, waste, or substances found at the Premises ("Hazardous Substances") provided, that, the Consultant shall be entitled to use propane and fuel consisting of gasoline and/or diesel in vehicles in the ordinary course in furtherance of providing the Asset Services. The Debtor shall be responsible for ensuring that the Debtor possesses, maintains, and is in compliance with all permits, licenses, or other authorizations required under any applicable Environmental Law.[3] The Consultant shall not be: (i) liable for any contamination/releases at the Premises which occurred prior to the entry of this Order (the "Pre-Existing Condition") except as a result of actions taken by the Consultant in connection with any existing contamination and/or Hazardous Substances at

[3] "Environmental Law" means any and all applicable federal, state, local and foreign statutes, laws, including applicable common law, regulations, ordinances, rules, judgments, orders, decrees or governmental restrictions relating to pollution, the protection of the environment, the release of hazardous materials into the environment or human exposure to hazardous materials, including those related to the treatment, transport, storage and disposal of hazardous materials, air emissions and discharges to public wastewater treatment systems.

or from the Premises that resulted in the exacerbation of a Pre-Existing Condition, and solely to the extent of such exacerbation; or (ii) considered a potentially responsible party under CERCLA, solely as a result of its retention as the Consultant.

13. The Asset Monetization Agreement and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

14. To the extent there is any conflict or inconsistency between this Order and the Asset Monetization Agreement, the provisions of this Order shall govern.

15. Notwithstanding any provision of this Order to the contrary, nothing in this Order affects, modifies, or impairs the rights of the parties to the Limited Access Agreement made as of March 13, 2026 (the "Limited Access Agreement"), and approved by this Court pursuant to the Order Granting Motion Approving Settlement Agreements with Official Committee of Unsecured Creditors, Wells Fargo, Bank, N.A., Renco Global Capital, LLC and the Renco Group, Inc. Pursuant to Federal Rule of Bankruptcy Procedure 9019 Granting Related Relief on March 26, 2026 [D.I. 753]. Without limiting the generality of the foregoing, the Debtor and the Consultant may not remove any of the "Disputed Assets" as defined in the Limited Assets from the "Premises" (as defined in the Limited Access Agreement), except in compliance with the terms of the Limited Access Agreement.

16. This Court shall retain jurisdiction with regard to all issues or disputes arising from or relating to the implementation, interpretation, or enforcement of this Order or the Asset Monetization Agreement, including, but not limited to, any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit the sale of the Assets. This Court

shall hear the request of such parties with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

17. Notice of the Motion as provided therein shall be deemed good and sufficient and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

EXHIBIT 1

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May 7, 2026

VIA EMAIL

ATTN: Michael Grau
Focus Management Group USA, Inc.
as Liquidation Project Manager for US Magnesium LLC
1991 Crocker Road
Cleveland, OH 44145

Re: Asset Monetization Agreement

Dear Mr. Grau:

Focus Management Group USA, Inc. is serving as Liquidation Project Manager (in such capacity, "Liquidation Project Manager") for US Magnesium LLC (the "Company"), as debtor and debtor-in-possession in the chapter 11 case pending at case no. 25-11696-BLS (the "Chapter 11 Case") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

This letter shall serve as the agreement (this "Agreement") between SB360 Capital Partners, LLC (the "Consultant") and the Company (the Consultant and the Company, collectively, the "Parties") whereby Consultant shall serve as the exclusive consultant to Company in connection with the sale of certain of the Company's equipment and machinery, including any bus bar (collectively, the "M&E") and certain scrap identified by the Parties as such (the "Scrap", together with the M&E, collectively, the "Assets") located at, in, or around the Company's premises in Rowley, Utah (the "Premises"). For the avoidance of doubt, (a) the Scrap shall not include any bus bar and (b) the Assets do not include the magnesium tailings, lithium ore, magnesium chloride, or sodium chloride.

1. **Exclusive Consultant Services:** Consultant shall sell the Assets to customers and recommend pricing to the Company to realize the maximum return on the Assets.

2. **Sale Term:** The sale of the Assets whether by private sale or public auction will commence as soon as practicable upon entering into this Agreement and the entry of the Approval Order (as hereinafter defined) by the Bankruptcy Court approving this Agreement (the "Sale Commencement Date"), and conclude 120 days thereafter unless extended in writing in accordance with the terms of this Agreement (the "Sale Termination Date"). The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the "Sale Term".

3. **Services:**

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a. Consultant will perform the following services with regards to the sale of the Assets (collectively, the "Asset Services"):
   i. Develop an advertising and marketing plan for the sale or auction of, or other disposition strategy for the Assets;
   ii. Implement the advertising and marketing plan as deemed necessary by Consultant to maximize the net recovery on the Assets;
   iii. Prepare for the sale of the Assets, including gathering specifications and photographs for marketing materials;
   iv. Sell or auction the Assets for cash to the highest bidder "as is," "where is," and in accordance with the terms of this Agreement. Any sale that is on credit terms shall require the prior approval of the Liquidation Project Manager;
   v. Charge and collect on behalf of Company from all purchasers the purchase price together with all applicable taxes payable by a purchaser in connection therewith (such taxes, the "Applicable Taxes");
   vi. Provide a statement acceptable to Liquidation Project Manager, the Company and the Company's senior secured lender, Wells Fargo Bank, National Association ("Wells Fargo") for each sale transaction to a purchaser of any Assets, which statement shall include the purchaser, the Assets sold, the purchase price of such Assets, and Applicable Taxes collected, plus Consultant Expenses and Compensation to be deducted from the Gross Proceeds of the sale transaction;
   vii. Provide for the remittance by the Consultant of the Gross Proceeds of the sale of all Assets (minus the Consultant Expenses and Compensation) to a deposit account of the Company (as approved by Wells Fargo or, to the extent that all indebtedness and obligations owed to Wells Fargo are paid in full in cash in accordance with the terms of the financing agreements of Wells Fargo with the Company ("Paid in Full"), then by Renco Global Capital, LLC and/or The Renco Group, Inc. (collectively, "Renco"));
   viii. Collect and consolidate the Scrap, apply expert sorting and grading to maximize realized value, coordinate efficient loading across truck and rail modalities, and directly source, negotiate, and manage mill-level sales and shipments;
   ix. Provide on-site supervision personnel (the "Supervisors") and source additional labor personnel to assist with the sale and shipment of the Assets;
   x. Submit reports to Company and the Liquidation Project Manager on a mutually agreed upon schedule as to the status of each of the foregoing, which reports shall be shared concurrently with the Official Committee of

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Unsecured Creditors appointed in the Chapter 11 Case (the "Committee") by sending these reports to the offices of counsel to the Committee.

b. Compensation. In consideration of its performance of the Asset Services hereunder, Consultant shall be entitled to the payment of a commission solely from the Gross Proceeds (as defined below) equal to (1) fifteen percent (15.0%) of the Gross Proceeds, exclusive of any Applicable Taxes, generated from the private sale of the M&E or (2) eighteen percent (18%) of the Gross Proceeds, exclusive of any Applicable Taxes, generated from a public auction sale of the M&E, in each case solely from those Gross Proceeds of (1) and (2) above that, collectively, do not exceed $2,900,000 (the "Sales Threshold"); provided, that, if Gross Proceeds, exclusive of any Applicable Taxes, for the amount in items (1) and (2) above in the aggregate exceed the Sales Threshold, SB360's commission shall decrease to ten percent (10%) on the portion of Gross Proceeds, exclusive of any Applicable Taxes, exceeding the Sales Threshold; and (3) with respect to Assets constituting Scrap, six and one-half percent (6.5%) of the Gross Proceeds, exclusive of any Applicable Taxes, of the Scrap sold (such compensation described in this paragraph, collectively, the "Compensation").

   i. "Gross Proceeds" shall mean (i) all proceeds of sales of the Assets in cash, wires/ACH, and nationally recognized bank credit cards plus (ii) insurance proceeds, if any, paid to the Company less any insurance proceeds payable or paid to any loss payee or additional named insured relating to a specific Asset that is the subject of a casualty event to the extent that such Asset has been sold by Consultant but has not been delivered to the purchaser less (iii) any Applicable Taxes payable by the purchaser and collected by the Consultant and royalties payable in connection with the sale of the Assets.

   ii. For the avoidance of doubt, (i) Consultant shall be paid the Compensation solely from the Gross Proceeds and (ii) Consultant shall not be entitled to seek payment of the Compensation from any other assets of the Company or the Company's estate under the Bankruptcy Code (the "Estate"), or Wells Fargo, Renco, the Committee, or the Liquidation Project Manager.

c. Company Undertakings. During the Sale Term, the Company shall:

   i. Provide the Consultant with peaceful use and occupancy of the site seven days a week consistent with the then-current terms of the Company's access agreement with the Utah Division of Forestry, Fire, and State Lands ("FFSL") relating to the Premises, provided that no loading or removal of Assets occurs after normal business hours or on weekends unless consented to by representatives of FFSL;

ii. Pay all taxes, costs, rent, and expenses relating to the operation of the site, consistent with Company's obligations under the then-current terms of the Company's access agreement with FFSL;

iii. Provide labor and personnel to facilitate the sale of the Assets as agreed upon between the Consultant and the Company;

iv. Remit any and all taxes to the appropriate taxing authorities related to the sale of the Assets to the extent provided in paragraph 4.b. hereof;

v. Execute all agreements, including but not limited to asset purchase agreements and purchase orders, determined by Company and Consultant to be necessary or desirable for the sale of the Assets;

vi. Ensure that Consultant, its Supervisors, employees, subcontractors, agents and representatives have access to current real-time information regarding Asset availability and sales and any other information or documentation necessary for Consultant's performance of the Asset Services.

4. **General Terms and Conditions.** The following apply with respect to all Asset Services:

a. Expenses. The Consultant shall prefund all of its expenses to conduct the sale of the Assets that are incurred by Consultant during the course of the Sale Term (the "Consultant Expenses") which are set forth on the expense budget attached hereto as Exhibit A (the "Expense Budget"). The Consultant shall be reimbursed for all Consultant Expenses from the Gross Proceeds of the sale of the Assets. The Consultant Expenses shall be limited to the following items set forth on the Expense Budget: (i) advertising expenses (including direct media costs and production costs); (ii) all Supervisor Costs including weekly fee, travel and deferred compensation; (iii) other reasonable, out of pocket costs of managing and implementing the sale and cleanout credit card fees, phone (for cc processing at auction and/or an orderly sale) and labor costs; (iv) legal and corporate travel, if any, all in accordance with the Expense Budget; and (v) other mutually agreed upon expenses incurred in connection with performing the Asset Services. All Consultant Expenses shall be paid out of the Gross Proceeds from the sale of the Assets. The Expense Budget may only be modified by mutual agreement between the Consultant and Company (with the prior written consent of Wells Fargo, or if Wells Fargo is Paid in Full, of Renco, and notice to the Committee). The

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Consultant Expenses, excluding any "Temporary Labor,"[1] shall not exceed $180,500 in the event of a 120-day Sale Term ("Capped Expenses") without the consent of the Liquidation Project Manager and Wells Fargo (or, if Wells Fargo is Paid in Full, of Renco). For the avoidance of doubt, (i) Consultant shall be reimbursed solely from the Gross Proceeds for any Consultant Expenses and (ii) to the extent the amount of the Gross Proceeds is insufficient to pay any of the Consultant Expenses, Consultant shall be responsible for such expenses and Consultant shall not be entitled to seek reimbursement from the Company, the Estate, Wells Fargo, Renco, the Committee, or the Liquidation Project Manager.

b. Taxes. Any and all taxes related to any sale of the Assets shall be paid solely from the Gross Proceeds and Consultant shall remit the amount of all Applicable Taxes to the Company for payment to the applicable taxing authorities. Upon receipt of the amount of Applicable Taxes from the Consultant, the Company shall pay such taxes to the appropriate taxing authorities.

c. The Parties will meet on each Wednesday (or such other day as the Parties may mutually agree) during the Sale Term to review any sale matters reasonably requested by either Party and reconcile Gross Proceeds, and all amounts payable or reimbursable to Consultant for the prior week (or the partial week in the case of the first and last weeks) shall be reconciled and paid immediately thereafter. No later than twenty (20) days following the end of the Sale Term, the Parties shall complete a final reconciliation and settlement of all amounts contemplated by this Agreement (the "Final Reconciliation") which shall be shared concurrently with the Committee. From time to time upon request, each Party shall prepare and deliver to the other Party such other reports as either Party may reasonably request, which reports shall be shared concurrently with the Committee. Each Party to this Agreement shall, at all times during the Sale Term, provide the other with access to all information, books and records reasonably relating to the Sale and to this Agreement. All records and reports shall be made available to Consultant and Company during regular business hours upon reasonable notice.

d. Hazardous Substances. The Parties hereto agree, and Company hereby expressly acknowledges that the Consultant shall not be responsible for and shall not engage in the modification, relocation, removal or disposition of any environmentally hazardous chemicals, solvents or substances found at the Premises or maintenance of any Environmental Permits; provided, that, the Consultant shall be entitled to use propane and fuel consisting of gasoline and/or diesel in the ordinary course in furtherance of providing the Asset Services. The Company shall be responsible

[1] "Temporary Labor" means persons hired on a contract basis for a temporary period. The estimated cost for Temporary Labor is included on the Expense Budget, but the actual cost will be a function of the actual Temporary Labor needed and used in connection with the sale of the Assets

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for ensuring that the Company possesses and is in compliance with all Environmental Permits that are required for the sale of the Assets. Consultant shall have no liability to any party for any environmental action brought: (i) that is related to the storage, handling, treatment, disposition, generation, or transportation of hazardous materials, or (ii) in connection with any remedial actions associated therewith, save and except for any gross negligence, fraud, or willful misconduct on its part.

e. Sales on Behalf of the Company. All sales of Assets shall be made on behalf of the Company. Consultant does not have, nor shall it have, any right, title or interest in the Assets.

f. No Guaranty. Consultant has not guaranteed, and is not hereby guaranteeing, any specific result on the sale or other disposition of any Asset.

g. The Company acknowledges that (i) the Parties are not conducting an inventory of the Assets, however the Consultant agrees to immediately provide a catalogue and listing of the Assets to the Company and (ii) the Company shall not bear any liability for the amount of Gross Proceeds to be received for the Assets.

h. The Company consents to Consultant's use of the Company's name and logo listing the Company as a client on Consultant's website and other marketing materials.

i. Renco Consent. Notwithstanding any other provision of this Agreement to the contrary, the Parties, Wells Fargo, and Renco agree that the Consultant shall perform the Asset Services in respect of the Company's Assets contained in, at, or around the Company's lithium plant (collectively, the "Lithium Plant Assets") but agree that, for the first sixty (60) days of the Sale Term, no sales of Lithium Plant Assets shall occur without the prior written consent of Renco, not to be unreasonably withheld. Following this sixty (60) day period and for the remainder of the Sale Term, Renco shall have a consultation right in respect of any Lithium Plant Assets proposed to be sold by the Debtor. The Parties agree to utilize good faith efforts in consultation with Wells Fargo, Renco, and the Committee to establish a schedule of Lithium Plant Assets prior to the commencement of the Sale Term.

j. For purposes of this Agreement and notwithstanding any other term of this Agreement, no Party may take any action or omission that is inconsistent with the then-current terms of the access agreement between the Debtor and FFSL unless modified or approved with FFSL's consent, with advanced notice to the Committee.

5. Insurance; Risk of Loss

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a. Company shall maintain throughout the Sale Term (i) insurance with respect to the Premises in amounts and on such terms and conditions as are consistent with Company's ordinary course operations and (ii) casualty and liability insurance policies (including, but not limited to comprehensive general liability insurance, auto liability insurance on an occurrence basis in an amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate and umbrella coverage of at least $5,000,000 covering injuries to persons and property in or in connection with the liquidation of assets located on the Premises, and shall cause Consultant to be listed as an additional insured with respect to all such policies. Wells Fargo shall be responsible for the payment of all deductibles, self-insurance and other amounts payable in connection with any claim asserted under such policies, except for any claims arising directly from the negligence, fraud, willful misconduct or unlawful acts of Consultant or Supervisors, or their employees, representatives, or agents. Additionally, throughout the Sale Term, Company shall maintain, in such amounts as it currently has in effect, workers' compensation insurance in compliance with all applicable statutory requirements.
b. Consultant shall maintain, throughout the Sale Term, casualty and liability insurance policies (including, but not limited to, comprehensive public liability insurance, auto liability insurance and workers' compensation, statutory disability and employer's liability insurance) covering injuries to persons and property in or in connection with the Sale on an occurrence basis in an amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate and umbrella coverage of at least $5,000,000, and shall cause Company to be named an additional insured with respect to such policies.
c. Notwithstanding any other provision of this Agreement, Company and Consultant agree that Consultant shall not be deemed to be in possession or control of the Premises or the Assets located therein or associated therewith, or of Company's employees and Consultant does not assume any of Company's obligations or liabilities with respect thereto.

6. Indemnification

a. Consultant shall indemnify and hold the Company and the Estate and their respective officers, directors, employees, consultants, and independent contractors (collectively, the "Company Indemnified Parties") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable and documented attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:

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1. Consultant's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;
2. any harassment or any other unlawful, tortious or otherwise actionable treatment of any employees or agents of Company by Consultant, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives (including without limitation any supervisors);
3. any claims by any person engaged by Consultant as an employee or independent contractor (including without limitation any non-Company employee supervisor) arising out of such employment or engagement;
4. the negligence, willful misconduct, fraud or unlawful acts of Consultant, *provided that* Consultant shall not be obligated to indemnify any Company Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Company Indemnified Party's gross negligence, willful misconduct, fraud, or unlawful act; and
5. any personal injury, death or property damage caused by any employees or supervisors, contractors or representatives of Consultant.

b. Company shall indemnify and hold Consultant, its affiliates and their respective officers, directors, employees, consultants, and independent contractors (collectively, "Consultant Indemnified Parties") harmless from and against all third-party claims, demands, penalties, losses, liabilities and damages, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from or related to:

1. Company's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained herein or in any written agreement entered into in connection herewith;
2. any claims by any person engaged by Company as an employee or independent contractor arising out of such engagement, provided such claim does not arise out of the negligence, fraud, willful misconduct or unlawful acts of Consultant, its affiliates or their respective officers, directors, employees, Consultants, independent contractors or representatives; and/or
3. the negligence, fraud, willful misconduct or unlawful acts of Company, its affiliates or their respective officers, directors, employees, agents, independent contractors or representatives, *provided that* Company shall not be obligated to indemnify any Consultant Indemnified Party from or against any claims, demands, penalties, losses, liabilities or damages arising primarily from any Consultant Indemnified Party's gross negligence, willful misconduct, fraud, or unlawful act.

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Any and all indemnification rights provided for above in paragraph 6 of this Agreement in favor of the Consultant Indemnified Parties shall be limited for all purposes and in all events to the amount of any and all insurance coverage available to the Company, and nothing provided for in this paragraph 6 or this Agreement creates a cause of action by the Consultant, the Consultant Indemnified Parties, or any of their respective successors, assigns, or representatives against the Company, the Estate, the Committee, Liquidation Project Manager, Wells Fargo, Renco, or any of their respective affiliates, officers, employees, or representatives, successors or assigns.

7. Representations and Warranties

a. Company warrants, represents, covenants and agrees that (a) Company is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and maintains its principal executive office at the address set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Company and, subject to the entry of the Approval Order, this Agreement constitutes a valid and binding obligation of Company enforceable against Company in accordance with its terms and conditions, and the consent of no other entity or person is required for Company to fully perform all of its obligations herein, other than as provided herein (c) it owns and will own the Assets at all times prior to transfer of the Assets and shall deliver the Assets to customers free and clear of all liens, claims, and encumbrances of any nature and (d) Company has the right to sell the Assets.
b. Consultant warrants, represents, covenants and agrees that (a) Consultant is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform Consultant's obligations hereunder, and maintains its principal executive office at the addresses set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Consultant and this Agreement constitutes a valid and binding obligation of Consultant enforceable against Consultant in accordance with its terms and conditions, and the consent of no other entity or person is required for Consultant to fully perform all of its obligations herein.

8. Miscellaneous

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflict of laws. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and all of which together shall be deemed to be a single instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic means (including in pdf) shall have the same force and effect as delivery of an original executed counterpart of this Agreement.

b. This Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

c. This Agreement may not be amended, extended or otherwise modified except in a written instrument executed by each of the Parties hereto and agreed to in writing by Wells Fargo and the Committee. No consent or waiver by any Party, express or implied, to or of any breach or default by the other in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligation of such Party. The failure on the part of any Party to complain of any act or failure to act by the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. Nothing contained in this Agreement shall be deemed to create any relationship between Company and Consultant other than that of consultant as an independent contractor of Company, and it is stipulated that the Parties are not partners or joint venturers in any way. Unless expressly set forth herein to the contrary, to the extent that either Party's consent is required/requested hereunder, such consent shall not be unreasonably withheld or delayed. Written notices contemplated by this Agreement shall be sent by email to Company at m.grau@focusmg.com and to Consultant at amiller@sb360.com and Wells Fargo at john.brady@wellsfargo.com and to the Committee at toddmeyers@eversheds-sutherland.com and to Renco at jweiss@rencogrp.com.

d. Consultant agrees that it will act as an independent contractor and that nothing herein shall create an agency relationship between Company and Consultant. Furthermore, Consultant understands that it has no authority to make or imply the creation of any commitments that are binding upon Company and agrees that it will act only at Company's direction, and that Company will have full decision-making authority with respect to all matters within the scope of this Letter Agreement.

e. Termination. This Agreement shall terminate upon the completion and approval by the Company, the Consultant and Wells Fargo of the Final Reconciliation; provided, however, that either Consultant or Company (with the prior written consent of Wells Fargo and prior notice to the Committee) may terminate this

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Agreement in the event that the other Party commits a material breach or material failure of its obligations hereunder. If either Party seeks to terminate this Agreement by reason of a claim of a material breach or material failure, such Party shall provide the other Party with not less than five (5) business days' prior written notice stating with specificity the nature of the claimed material breach or material failure, and the Party receiving such notice shall have five (5) business days in which to cure such material breach or material failure, failing which, this Agreement shall be deemed terminated. In the event this Agreement is terminated by Consultant on account of a material breach or material failure by Company, Consultant shall be entitled to be paid any fee provided for in this Agreement, reimbursement of Consultant Expenses and any Commission earned and accrued through the date of termination, consistent with the terms hereof.

f. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, Wells Fargo and Renco, and their respective successors and assigns; provided, that, no Party may assign its rights or obligations under this Agreement without the prior written consent of each of the other Parties, Wells Fargo, and Renco except as provided herein. For the avoidance of doubt, all references to the Company shall include US Magnesium LLC as debtor and debtor-in-possession, the Estate, any post-effective date debtor as identified in a confirmed Chapter 11 plan in the Chapter 11 Case, and any liquidation manager of the Company, including any collateral liquidation manager appointed pursuant to a confirmed Chapter 11 plan in the Chapter 11 Case. All references to the Committee shall include any trust, and any trustee thereof, that may be established pursuant to a confirmed Chapter 11 plan in the Chapter 11 Case. Notwithstanding the foregoing, Consultant is authorized to utilize subcontractors in performing the Asset Services; provided, however, Consultant shall remain responsible for the performance of all Asset Services. Consultant shall have the right, in its sole discretion, to syndicate such transaction with (and to add as part of Consultant hereunder) one or more additional national asset liquidation firms acceptable to Wells Fargo.

g. Notwithstanding section 8(f) herein, in the event that Wells Fargo is Paid in Full, Renco shall have the right but not the obligation to take assignment of and succeed to all rights and obligations of Wells Fargo under this Agreement.

h. Company shall file a motion (the "Sale Motion") with the Bankruptcy Court in the Chapter 11 Case pursuant to section 363 of the Bankruptcy Code seeking entry of an order by the Bankruptcy Court (the "Approval Order") which shall be in form and substance reasonably acceptable to Company, Consultant and Wells Fargo: (a) approving this Agreement, (b) approving Company's employment of Consultant to perform the Asset Services contemplated by this Agreement, (c) authorizing Company's conduct of the Sale, without necessity to comply with state and local

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laws, rules and regulations, including, but not limited to, licensing requirements, purporting to restrict the conduct of the Sale, (d) authorizing Company's payment of the Commissions, Fees and reimbursement of Consultant Expenses without further order of the Court which payment shall be free and clear of all liens, claims and encumbrances, consistent with the terms hereof, and (f) such other terms and provisions as may be necessary or appropriate to facilitate the conduct of the Sale.

[Remainder of page blank; signatures appear on the following page]

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If you have any questions, please do not hesitate to contact us.

SB360 Capital Partners, LLC, as Consultant

By: Robert Gould

Name: Robert Gould

Title: EVP – Head of Wholesale & Industrial

Accepted and Agreed this __ day of April 2026:

US Magnesium LLC, as Debtor and Debtor-in-Possession

By: ___________________________________
Name:
Title:

Acknowledged and Agreed:

Focus Management Group USA, Inc., as Liquidation Project Manager

By: ___________________________________
Name: Michael Doland
Title: Chief Operating Officer

Acknowledged and Agreed:

Wells Fargo Bank, National Association, as Senior Secured Lender

By: ___________________________________
Name:
Title:

Acknowledged and Agreed:

The Renco Group, Inc., as secured lender

By: ___________________________________
Name:
Title:

If you have any questions, please do not hesitate to contact us.

SB360 Capital Partners, LLC, as Consultant

By:____________________________________

Name: Robert Gould

Title: EVP – Head of Wholesale & Industrial

Accepted and Agreed this 30th day of April 2026:

US Magnesium LLC, as Debtor and Debtor-in-Possession

By: ________________________________
Name: RON THAYER
Title: PRESIDENT

Acknowledged and Agreed:

Focus Management Group USA, Inc., as Liquidation Project Manager

By: ________________________________
Name:
Title:

Acknowledged and Agreed:

Wells Fargo Bank, National Association, as Senior Secured Lender

By: ________________________________
Name:
Title:

Acknowledged and Agreed:

The Renco Group, Inc., as secured lender

By: ________________________________
Name:
Title:

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If you have any questions, please do not hesitate to contact us.

SB360 Capital Partners, LLC, as Consultant

By:____

Name: Robert Gould

Title: EVP – Head of Wholesale & Industrial

Accepted and Agreed this __ day of April 2026:

US Magnesium LLC, as Debtor and Debtor-in-Possession

By: ___________________________________
Name:
Title:

Acknowledged and Agreed:

Focus Management Group USA, Inc., as Liquidation Project Manager

By: ___________________________________
Name:
Title:

Acknowledged and Agreed:

Wells Fargo Bank, National Association, as Senior Secured Lender

By: Matthew McGillycuddy Digitally signed by Matthew McGillycuddy Date: 2026.05.04 07:34:26 -04'00'
Name:
Title:

Acknowledged and Agreed:

The Renco Group, Inc., as secured lender

By: ___________________________________
Name:
Title:

If you have any questions, please do not hesitate to contact us.

SB360 Capital Partners, LLC, as Consultant

By:____

Name: Robert Gould

Title: EVP – Head of Wholesale & Industrial

Accepted and Agreed this __ day of April 2026:

US Magnesium LLC, as Debtor and Debtor-in-Possession

By: ___________________________________
Name:
Title:

Accepted and Agreed this __ day of April 2026:

Wells Fargo Bank, National Association, as Senior Secured Lender

By: ___________________________________
Name:
Title:

Accepted and Agreed this __ day of April 2026:

The Renco Group, Inc., as secured lender

By: James W. Reitzig
Name: James W. Reitzig
Title: Executive Vice President

Acknowledged and Agreed:

Focus Management Group USA, Inc., as Liquidation Project Manager

By: ___________________________________
Name:
Title:

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EXHIBIT A
TO
ASSET MONETIZATION AGREEMENT

Expense Budget

(See Attached)

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US Magnesium
Consultant Controlled Expense Budget
Exhibit A

Supervision Expense		
Title	**# of Personnel**	**Total Supervision Expense**
Facility Supervisors	1	$105,550
Total	**1**	**$105,550**

Advertising Expense	
Type of Advertisement	**Total Advertising Expense**
Digital Advertising	$20,000
Total	**$20,000**

Other Expense	
Type of Expenses	**Total Other Expense**
Legal	$15,000
Miscellaneous	40,000
Total	**$55,000**
Total Capped Expenses	**$180,550**
Temp Labor (4)	42,667
Total Projected Expenses	**$223,217**

Note(s):

1. Assumes a standard industry rateof 50% for deferred compensation.
2. The expense budget contemplates a sale term of 120 days. The Consultant Controlled Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the Parties.
3. Any legal expenses associated with enforcing this agreement, including issues raised by or disputes with landords, including (without limitation) negotiations in respect to landlord side letters, or a Bankruptcy Proceeding, or any legal proceedings, shall be in addition to and not part of the budgeted expenses above.
4. This number is an estimate. The actual cost of Temporary Labor will be a function of the actual temporary labor needed and used in connection with the sale of Assets.

EXHIBIT B

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: US MAGNESIUM LLC,[1] Debtor.	Chapter 11 Case No. 25-11696 (BLS) **Related D.I. _____**

ORDER GRANTING DEBTOR'S MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTOR TO (I) ENTER INTO AND PERFORM ITS OBLIGATIONS UNDER AN ASSET MONETIZATION AGREEMENT IN CONNECTION WITH THE SALE OF THE DEBTOR'S REMAINING M&E AND SCRAP ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES OF ANY NATURE; (II) RETAIN THE SEVICES OF SB360 CAPITAL PARTNERS, LLC AS ITS LIQUIDATION CONSULTANTS IN CONNECTION THEREWITH; AND (III) GRANTING RELATED RELIEF

Upon the above captioned Debtor's Motion for entry of an order pursuant to sections 105(a) and 363 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for the entry of an order authorizing the Debtor to (i) enter into and perform its obligations under that certain asset monetization agreement dated as of April 30, 2026, by and among SB360 Capital Partners, LLC (the "Consultant"), on the one hand, and the Debtor, on the other (the "Asset Monetization Agreement") to assist the Debtor in liquidating its remaining M&E and Scrap (as each are more fully defined in the Asset Monetization Agreement, the "Assets") free and clear of all liens, claims and encumbrances, in accordance with the terms of the Asset Monetization Agreement; (ii) retain the Consultant to provide the asset services set forth in the Asset Monetization Agreement; and (iii) granting related

[1] The last four digits of the Debtor's federal tax identification number are 5446. The Debtor's address is 238 N 2200 W, Salt Lake City, Utah 84116

relief (the "Motion");[2] and upon consideration the declaration of Robert Gould; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b), and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that due and sufficient notice of the Motion has been given under the particular circumstances and that no other or further notice of the Motion need be given; and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found and determined that the relief sought in the Motion is in the best interest of the Debtors, their estates, their creditors and all other pa1ties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND, CONCLUDED, AND DETERMINED that:

A. The Debtor has advanced sound business reasons for entering into the Asset Monetization Agreement as set forth in the Motion and at the hearing, and entry into the Asset Monetization Agreement is a reasonable exercise of the Debtors' business judgment and is in the best interest of the Debtor and its estate.

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

C. The sale and auction procedures as described in the Motion are reasonable and will maximize the returns on the Assets for the benefit of the Debtor's estate and creditors and will

[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Motion or the Asset Monetization Agreement, as the case may be.

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provide an efficient means for the Debtor's to liquidate and dispose of the Assets as quickly and effectively as possible, and are in the best interest of the Debtor's estate.

D. The Debtor has demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

E. The entry of this Order is in the best interest of the Debtor and its estate, creditors, and all other parties in interest herein.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Debtor is authorized to enter into the Asset Monetization Agreement, a copy of which is attached to this Order as Exhibit 1. The Debtor is authorized to act and perform in accordance with the terms of the Asset Monetization Agreement, including, making payments required by the Asset Monetization Agreement to the Consultant without the need for any application of the Consultant or a further order of this Court. The failure to specifically include any particular provision of the Asset Monetization Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Asset Monetization Agreement and all of its provisions, payments, and transactions, be and hereby are authorized and approved as and to the extent provided for in this Order.

3. The sale of Assets under the Asset Monetization Agreement shall be subject to the applicable provisions of the De Minimis Asset Sale Procedures Order; provided however, to the extent that after consultation with the De Minimis Asset Notice Parties (as defined in the De Minimis Asset Sale Procedures Order), such De Minimis Asset Notice Parties agree to waive or shorten the required notice period under Paragraph 3(iv) of the De Minimis Asset Sale Procedures Order, the Debtor's and Consultant may conduct provide or public sales, auctions or sale of Assets

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without having to comply with the notice and related provisions set forth in Paragraphs 3(iii), 3(iv), and 3(v) of the De Minimis Asset Sale Procedures Order.

4. All entities that are presently in possession of some or all of the Assets in which the Debtor holds an interest that are or may be subject to the Asset Monetization Agreement or this Order hereby are directed to surrender possession of such Assets to the Debtor~~.~~, subject to the terms of the Limited Access Agreement (as defined below).

5. Except as provided herein, neither the Debtor nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any governmental unit (as defined in section 101(27) of the Bankruptcy Code), to conduct the sale of the Assets in accordance with the Asset Monetization Agreement; provided however, the Debtor's access to the Premises where the assets are located shall be subject to the Limited Access Agreement between the Debtor and the FFSL Purchaser.

6. The Debtors and the Consultant are hereby authorized to take such actions as may be necessary and appropriate to implement the Asset Monetization Agreement and to conduct the sale of the Assets without the need for a further order of this Court, notwithstanding any applicable non-bankruptcy laws that restrict such sales and activities~~.~~; subject to the terms of the Limited Access Agreement (as defined below).

7. Except as provided in this Order, no person or entity shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder the sale of the Assets or the sale of the Assets, or the advertising and promotion of the sale of the Assets~~.~~; subject to the terms of the Limited Access Agreement (as defined below).

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8. All sales of Assets shall be by cash and shall be "as is" and final. The Consultant is authorized to charge and collect on behalf of Company from all purchasers the purchase price together with all applicable taxes payable by a purchase, if any, in connection therewith.

9. The Consultant shall ~~provide for the remittance by the Consultant of~~remit the Gross Proceeds of the sale of all Assets, minus the Consultant's commission and Consultant's ~~Expense~~Expenses, to a deposit account of the ~~Company~~Debtor (approved by Wells Fargo or such other account designated by Wells Fargo or, to the extent that all indebtedness and obligations owed to Wells Fargo are paid in full in cash in accordance with the terms of the financing agreements of Wells Fargo with the Company ("Paid in Full"), then by Renco Global Capital, LLC and/or The Renco Group, Inc. ~~(collectively, "Renco");~~(collectively, "Renco"), provided that, any disbursement of such funds by the Debtor shall be made in accordance with the rights granted to Forgen, LLC under the Order (I) Authorizing the Debtor to Obtain Postpetition Financing, (II) Authorizing the Lender to Make DIP Liquidation Advances to the Debtor to Liquidate the Lender's Pre-Petition Collateral; (III) Authorize the Debtor to Repay the DIP Liquidation Advances from the Net Cash Proceeds of the Sale of the Prepetition Collateral; (IV) Modifying the Automatic Stay and (V) Granting Related Relief [D.I. 751] and the Order Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment of De Minimis Assets [D.I. 793].

10. Consultant's Fees and Commissions and Consultant Expenses shall be payable from the Gross Proceeds, as applicable, generated from the sale of the Assets and Consultant may, without further order of the Court, withhold such fees and expenses from Gross Proceeds without adherence to any weekly monthly budget entered in connection with these chapter 11 cases. Within thirty (30) calendar days after the date of completion of the sales of the Assets, the Debtor shall file a summary report that sets forth: (a) the Gross Proceeds from the sales of the Assets; and (b)

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the total fees paid and expenses reimbursed to the Consultant under the Asset Monetization Agreement.

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11. The Debtor is responsible for the payment of any and all sales taxes from the Gross Proceeds from the sale of Assets. The Debtor is directed to remit all taxes accruing from the sale of the Assets to the applicable governmental units as and when due, provided that in the case of a bona fide dispute, the Debtor is only directed to pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable governmental unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtor shall not be used to pay any creditor or any other party, other than the applicable governmental unit for which the sales taxes are collected.

12. The Consultant shall not ~~be responsible for the removal or disposition of any environmentally hazardous chemicals, solvents or substances found at the Premises or obtaining or maintaining any Environmental Permits. The Consultant shall have no liability to any party for any environmental action brought: (i) that is related to the storage, handling, treatment, disposition, generation, or transportation of hazardous materials, or (ii) in connection with any remedial actions associated therewith, save and except for any gross negligence or willful misconduct on its part.~~ engage in the storage, handling, treatment, generation, transportation, modification, relocation, removal or disposition of any hazardous chemicals, solvents, waste, or substances found at the Premises ("Hazardous Substances") provided, that, the Consultant shall be entitled to use propane and fuel consisting of gasoline and/or diesel in vehicles in the ordinary course in furtherance of providing the Asset Services. The Debtor shall be responsible for ensuring that the Debtor possesses, maintains, and is in compliance with all permits, licenses, or other authorizations

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required under any applicable Environmental Law.[3] The Consultant shall not be: (i) liable for any contamination/releases at the Premises which occurred prior to the entry of this Order (the "Pre-Existing Condition") except as a result of actions taken by the Consultant in connection with any existing contamination and/or Hazardous Substances at or from the Premises that resulted in the exacerbation of a Pre-Existing Condition, and solely to the extent of such exacerbation; or (ii) considered a potentially responsible party under CERCLA, solely as a result of its retention as the Consultant.

13. The Asset Monetization Agreement and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

14. To the extent there is any conflict or inconsistency between this Order and the Asset Monetization Agreement, the provisions of this Order shall govern.

15. Notwithstanding any provision of this Order to the contrary, nothing in this Order affects, modifies, or impairs the rights of the parties to the Limited Access Agreement made as of March 13, 2026 (the "Limited Access Agreement"), and approved by this Court pursuant to the Order Granting Motion Approving Settlement Agreements with Official Committee of Unsecured Creditors, Wells Fargo, Bank, N.A., Renco Global Capital, LLC and the Renco Group, Inc. Pursuant to Federal Rule of Bankruptcy Procedure 9019 Granting Related Relief on March 26, 2026 [D.I. 753]. Without limiting the generality of the foregoing, the Debtor and the Consultant may not remove any of the "Disputed Assets" as defined in the Limited Assets from the "Premises"

[3] "Environmental Law" means any and all applicable federal, state, local and foreign statutes, laws, including applicable common law, regulations, ordinances, rules, judgments, orders, decrees or governmental restrictions relating to pollution, the protection of the environment, the release of hazardous materials into the environment or human exposure to hazardous materials, including those related to the treatment, transport, storage and disposal of hazardous materials, air emissions and discharges to public wastewater treatment systems.

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(as defined in the Limited Access Agreement), except in compliance with the terms of the Limited Access Agreement.

~~14.~~16. This Court shall retain ~~exclusive~~ jurisdiction with regard to all issues or disputes arising from or relating to the implementation, interpretation, or enforcement of this Order or the Asset Monetization Agreement, including, but not limited to, any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit the sale of the Assets. This Court shall hear the request of such parties with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

~~15.~~17. Notice of the Motion as provided therein shall be deemed good and sufficient and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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