

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
<i>Caption in Compliance with D.N.J. LBR 9004-1(b)</i> OBERMAYER REBMANN MAXWELL & HIPPEL LLP Edmond M. George, Esquire Michael D. Vagnoni, Esquire (pro hac vice) Turner Falk, Esquire 1120 Route 73, Suite 420 Mount Laurel, NJ 08054-5108 Telephone: (856) 795-3300 Facsimile: (856) 482-0504 E-mail: edmond.george@obermayer.com michael.vagnoni@obermayer.com turner.falk@obermayer.com Proposed Counsel to the Debtor and Debtor in Possession
In re: ALUMINUM SHAPES, L.L.C., Debtor.

Chapter 11

Case No. 21-16520-JNP

**SUPPLEMENTAL DECLARATION OF JUSTIN MAGNER IN SUPPORT OF
DEBTOR'S MOTION FOR AN ORDER APPROVING BID PROTECTIONS AND
RELATED RELIEF**

I, Justin Magner, declare pursuant to 28 U.S.C. § 1746, that:

1. I am a Director in the Special Situations and Restructuring practice of Cowen and Company, LLC (“**Cowen**”).
2. I submit this Supplemental Declaration (the “**Declaration**”) in support of the motion of Aluminum Shapes, L.L.C. (the “**Debtor**”) for approval of Bid Protections and related relief (the “**Motion**”).¹

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Motion or the Bidding Procedures Order.

3. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, my discussions with other members of the Cowen team, the Debtor's management team, and the Debtor's other advisors, my review of information concerning the Debtor's operations, financial affairs, and restructuring initiatives, and my opinions based upon my experience and knowledge.

4. If called as a witness, I could and would testify competently to the facts set forth in this Declaration on that basis. I am authorized to submit this Supplemental Declaration on behalf of the Debtor in connection with its Motion to Approve Bid Procedures.

5. I incorporate by reference my original Declaration [docket no. 94-6] filed in connection with the Sale Motion, as if set forth fully herein and at length.

6. Cowen has contacted in excess of 190 potential buyers with more than 75 executing non-disclosure agreements ("NDAs") and performing significant diligence on the Debtor's Business and Assets. The Debtor conducted numerous meetings with potential buyers and continues to conduct meetings with interested parties.

7. Every prospective purchaser entertaining the possibility of being the Stalking Horse has requested bid protections.

8. Only the Stalking Horse submitted a binding asset purchase agreement ("APA") that was acceptable to the Debtor by the Stalking Horse deadline.

9. The Stalking Horse entered into the APA with the Debtor, on the express condition that the Stalking Horse receive the Bid Protections as set forth in the Motion.

10. The Bid Protections are an essential inducement and condition relating to the Stalking Horse Bidder's entry into, and continuing obligations under, the Stalking Horse Asset Purchase Agreement.

11. The Stalking Horse is unwilling to move forward with the APA without being provided the Bid Protections.

12. The proposed Bid Protections of a Breakup Fee of 2.0% of the Purchase Price, and documented expense reimbursement of “up to \$75,000.00” are within the range of what is typically approved in transactions like the one contemplated by the APA. Combined, the Bid Protections do not exceed 3.0%.

13. The Bid Protections and Stalking Horse Bid provide the Debtor with the best opportunity for maximizing the value obtained for its Assets, by setting a floor for bids at the Auction. In my view, and in my experience, entering into the Auction without a Stalking Horse is not the optimal way to maximize value.

14. I believe the Bid Protections are reasonable and appropriate in light of the size and nature of the proposed sale, comparable transactions and the considerable efforts and resources that are being expended by the Stalking Horse Bidder.

15. The Debtor and Cowen are continuing their marketing process post-designation of the Stalking Horse, which will afford the Debtor the best opportunity to maximize value for the sale of the Business or Assets at the Auction.

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, information and belief.

Dated: October 6, 2021

/s/ Justin Magner
Justin Magner
Director of Special Situations
and Restructuring
Cowen and Company, LLC