



Order Filed on June 28, 2024
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)
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In re:

SAM ASH MUSIC CORPORATION,

Debtors.¹

Chapter 11

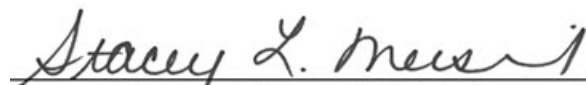
Case No. 24-14727 (SLM)

Judge: Stacey L. Meisel

ORDER (A) AUTHORIZING THE DEBTORS TO ENTER INTO AN ASSET PURCHASE AGREEMENT, (B) APPROVING THE ASSET PURCHASE AGREEMENT, AND (C) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACTS

The relief set forth on the following pages, numbered two (2) through forty-three (43), is **ORDERED**.

DATED: June 28, 2024


Honorable Stacey L. Meisel
United States Bankruptcy Judge

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Sam Ash Music Corporation (3915); Samson Technologies Corp. (4062); Sam Ash Megastores, LLC (9955); Sam Ash California Megastores, LLC (3598); Sam Ash Florida Megastores, LLC (7276); Sam Ash Illinois Megastores, LLC (8966); Sam Ash Nevada Megastores, LLC (6399); Sam Ash New York Megastores, LLC (7753); Sam Ash New Jersey Megastores, LLC (8788); Sam Ash CT, LLC (5932); Sam Ash Music Marketing, LLC (2024); and Sam Ash Quikship Corp. (7410). The location of debtor Sam Ash Music Corporation's principal place of business is 278 Duffy Avenue, P.O. Box 9047, Hicksville, NY 11802.

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Upon consideration of the *Debtors' Motion for Entry of Orders (I) (A) Approving Bidding Procedures and Bid Protections, (B) Approving the Form Asset Purchase Agreement, (C) Scheduling an Auction and a Sale Hearing, (D) Approving the Form and Manner of Notice Thereof, and (E) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases and (II) (A) Authorizing the Debtor to Enter Into an Asset Purchase Agreement, (B) Approving the Asset Purchase Agreement, and (C) Authorizing the Assumption and Assignment of the Assumed Contracts* [Docket No. 47] (the "Motion"),² filed by the above-captioned debtors and debtors in possession (the "Debtors"), and the *Order (A) Approving Bidding Procedures and Bid Protections, (B) Approving the Form Asset Purchase Agreement, (C) Scheduling an Auction and a Sale Hearing, (D) Approving the Form and Manner of Notice Thereof, and (E) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases* [Docket No. 204] (the "Bidding Procedures Order"), which authorized and approved, among other things, the Sale of the Assets, on an "as is, where is" basis, free and clear of all liens, claims, encumbrances, and interests; and the Debtors having conducted an auction (the "Auction") pursuant to the Bidding Procedures and selected Organizacion Gonher S.A. de C.V. (or one or more of its designees) (the "Purchaser") as the Successful Bidder and entered into the Asset Purchase Agreement, dated June 20, 2024, annexed together with all its exhibits hereto as

² All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion, Bidding Procedures Order, or Asset Purchase Agreement, as applicable.

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Exhibit 1 (the “Asset Purchase Agreement”); and upon the First Day Declaration, the *Declaration of Jamie Lisac In Support of Debtor’s Motion for Entry of an Order (A) Authorizing the Debtor to Enter Into an Asset Purchase Agreement, (B) Approving the Asset Purchase Agreement, and (C) Authorizing the Assumption and Assignment of the Assumed Contracts*, and *Declaration of Jorge Gonzalez Silva in Support of Entry of Order (A) Authorizing the Debtor to Enter Into an Asset Purchase Agreement, (B) Approving the Asset Purchase Agreement, and (C) Authorizing the Assumption and Assignment of the Assumed Contracts* (collectively, the “Supporting Declarations”); and this Court having reviewed the Motion, the Bidding Procedures Order and the Supporting Declarations; and this Court having determined that the Debtors have complied with the Bidding Procedures Order, and that the Debtors’ entry into the Asset Purchase Agreement is in the best interest of the Debtors and their estates, creditors, interest holders and all other parties in interest, and provides for the highest or best bid for the Assets; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. Findings and Conclusions. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. Jurisdiction and Venue. This Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157 and the *Standing Order of Reference to the Bankruptcy Court Under*

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Title 11 of the United States District Court for the District of New Jersey, dated September 18, 2012 (Simandle, C.J.). This is a core matter pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with Article III of the United States Constitution. Venue of the Chapter 11 Cases and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Final Order. This Order (the “Sale Order”) constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Time is of the essence in closing the Sale referenced herein, the Debtors and the Purchaser intend to close the Sale as soon as practicable, and there is no just reason for delay in the implementation of this Sale Order. Specifically, the Sale must be approved and consummated promptly in order to preserve the viability of the business in the hands of the Purchaser as a going concern, and to maximize the value to the Debtors, their estates, creditors, interest holders and all other parties-in-interest. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004(h) and 6006(d).

D. Statutory Predicates. The statutory predicates for the relief sought in the Motion are sections 105, 363, 364, 365, and 541 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Bankruptcy Rules 2002, 6004, 6006 and 9007, and Rules 6004-1 and 6004-2 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

E. Notice. As evidenced by the certifications of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, proper, timely, adequate and sufficient notice of the Motion, the Auction, the Asset Purchase Agreement, this Sale Order

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and the Sale Hearing, have been provided in accordance with the Bidding Procedures Order, sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. Such notice was good and sufficient and appropriate under the particular circumstances and all known creditors of the Debtors and other parties-in-interest in the Chapter 11 Cases were offered a reasonable opportunity to object and be heard, including with respect to any publicity notices and consents relating to use of the Intellectual Property Rights. No other or further notice of the Motion, including, without limitation, the Asset Purchase Agreement, the Auction, the assumption and assignment of the Transferred Contracts (as defined below) (and proposed Cure Costs related thereto), the Sale Hearing, or of the entry of this Sale Order was or is necessary or shall be required.

F. Best Interests and Business Justification. The relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, interest holders and other parties in interest. The Debtors have demonstrated a sufficient basis and compelling circumstances to sell the Assets to the Purchaser, and to assume and assign the Transferred Contracts to the Purchaser pursuant to the terms and conditions of the Asset Purchase Agreement. Such action is an appropriate exercise of the Debtors' business judgment and in the best interest of the Debtors, their estates, creditors, interest holders and other parties in interest.

G. Opportunity to Bid. The Debtors and their professionals marketed the Assets appropriately and conducted the marketing and sale process (including the Auction) as set forth in the Motion in good faith without collusion and in accordance with the Bidding Procedures and the

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Bidding Procedures Order. The marketing process set forth in the Bidding Procedures and the Bidding Procedures Order was fair in substance and procedure and afforded a full and fair opportunity for any party to make a higher or otherwise better offer to purchase the Assets. Based upon the record of these proceedings, all creditors of the Debtors, other parties in interest in the Chapter 11 Cases, and all prospective bidders have been afforded a reasonable and fair opportunity to bid for the Assets.

H. Auction. The Debtors, in the exercise of their reasonable discretion, and in consultation with the Official Committee of Unsecured Creditors (the "Committee"), conducted the Auction for the Assets being purchased by the Purchaser under the Asset Purchase Agreement. The Auction complied in all respects with the Bidding Procedures and Bidding Procedures Order.

I. Highest or Otherwise Best Offer. The total consideration provided by the Purchaser for the Assets is the highest or otherwise best offer for the Assets received by the Debtors. At the conclusion of the Auction, the Debtors, in exercising their reasonable discretion, following consultation with the Committee, determined that the Purchaser submitted the highest or otherwise best offers for the Assets identified in the Asset Purchase Agreement, and that the Backup Bidder, submitted the second highest or otherwise best offers for such respective assets. Thus, after the consultation required by the Bidding Procedures, the Debtors declared the Purchaser the Successful Bidder for the Assets set forth in the Asset Purchase Agreement in accordance with the Bidding Procedures, the Bidding Procedures Order and the Asset Purchase Agreement, and designated the Backup Bidder, and such determination constitutes the valid and sound exercise of

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the Debtors' business judgment. The Debtors, the Purchaser, as the Successful Bidder, the Backup Bidder, and their respective agents and representatives, have complied in all respects with the Bidding Procedures and Bidding Procedures Order.

J. Good Faith Purchaser. The Asset Purchase Agreement and the Sale have been negotiated by the Debtors and the Purchaser, and its respective agents and representatives, in good faith, at arms' length, and without collusion or fraud. The terms and conditions of the Asset Purchase Agreement, including the consideration to be paid by the Purchaser to the Debtors pursuant to the Asset Purchase Agreement for the Assets identified in such agreement, are fair and reasonable, and the Sale, including each part thereof with respect to the Purchaser, is in the best interest of the Debtors, their estates, creditors, interest holders and other parties in interest. The Purchaser is a "good faith purchaser" entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code and any other applicable bankruptcy or non-bankruptcy law with respect to the sale and assignment of the Assets and Transferred Contracts that the Purchaser is acquiring pursuant to the Asset Purchase Agreement.

K. Cure/Adequate Assurance. Subject to resolution or adjudication of any objections, Exhibit 2-A of this Sale Order sets forth the list of executory contracts and unexpired leases the Debtors shall assume and assign to the Purchaser upon closing under the Asset Purchase Agreement (the "Transferred Contracts"). Exhibit 2-B of this Sale Order sets forth the list of executory contracts and unexpired leases that the Purchaser has identified as contracts or leases that it does not seek to have assigned to it and which it does not seek to have designation rights

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(the “Excluded Contracts”). Exhibit 2-C of this Sale Order sets forth the list of executory contracts and unexpired leases that the Purchaser maintains designation rights pursuant to the Asset Purchase Agreement (the “Designated Contracts”). The Debtors have met all of the requirements of section 365(b) of the Bankruptcy Code for each of the Transferred Contracts and have met all of the requirements of section 365(b) of the Bankruptcy Code for each of the Designated Contracts, except for payment of cure amounts, if any. Through, among other things, the filing and service of the *Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* on May 31, 2024 [Docket No. 152] (the “Cure Schedule”), the Debtors have provided adequate assurance of cure of any default existing prior to the Closing Date under any of the Transferred Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and provided adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from such default under any of the Transferred Contracts within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The Purchaser is obligated to pay any and all Cure Costs, if any, with respect to the Transferred Contracts, in cash on the Closing Date in the amount specified on the Cure Schedule, or in such other manner or amount as agreed to by the Purchaser and the counterparty to a Transferred Contract. In accordance with section 2.6(c) of the Asset Purchase Agreement, a Designated Contract shall become a Transferred Contract upon designation by the Purchaser, and as soon as reasonably practical (or as otherwise agreed between the Purchaser and the counterparty to the Transferred Contract), the Purchaser is obligated to pay any undisputed Cure Costs in cash in the amount specified on the Cure Schedule, or in such other

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manner or amount as agreed to by the Purchaser and the counterparty. Notwithstanding anything to the contrary, the Debtors' estates shall not be responsible for the payment of any Cure Costs and the Purchaser's payment of any Cure Costs shall not (i) be deemed a purchase price adjustment that reduces the overall consideration received by the Debtors' estates, or (ii) reduce the amount of the cash and contingent consideration that is otherwise payable by Purchaser under the Asset Purchase Agreement (as applicable). The Purchaser has provided adequate assurance of its future performance of and under the Transferred Contracts, within the meaning of section 365(b)(1)(C) and 365(b)(3) (to the extent applicable) of the Bankruptcy Code. The counterparties to the Transferred Contracts (a "Contract Counterparty" and, collectively, the "Contract Counterparties") were each given adequate notice and the opportunity to object to the Cure Schedule and are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code; any such objection filed by a Contract Counterparty that has not been withdrawn is hereby overruled. Except as expressly set forth in the Asset Purchase Agreement including with respect to the Assumed Liabilities, the Transferred Contracts will not subject the Purchaser to any liability whatsoever relating to any period prior to the Closing Date whether arising before or after such Closing Date, or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, on any theory of law or equity.

L. Adequate Consideration. The consideration provided by the Purchaser to the Debtors for the Assets (i) is fair and reasonable, (ii) is the highest or best offer for the Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other available

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alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession or the District of Columbia.

M. Satisfaction of 363(f) Standards. The Debtors are selling and assigning the Assets free and clear of all Liens, Claims and Excluded Liabilities, as applicable, because, with respect to each creditor asserting a Lien, Claim or Excluded Liability (each as defined in the Asset Purchase Agreement), one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Liens, Claims or Excluded Liabilities who did not object or who withdrew their objections to this Sale Order are deemed to have consented to the Motion and the sale and assignment of the Assets to the Purchaser pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Liens, Claims, or Excluded Liabilities who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, Claims or Excluded Liabilities, if any, attach to the proceeds of the Sale ultimately attributable to the Assets in which such holders allege a Lien, Claim or Excluded Liability in the same order of priority, with the same validity, force and effect that such holder had prior to such Sale, and subject to any claims and defenses the Debtor and its estate may possess with respect thereto, any rights of the DIP Lender pursuant to that certain *Final Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, 506, And 507 And Fed. R. Bankr. P. 2002, 4001, 6003, 6004 And 9014 (I) Authorizing Debtors To Obtain Post-Petition Financing, (II) Granting Liens And Superpriority Claims, (III) Authorizing Use Of Cash Collateral, (IV)*

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Modifying The Automatic Stay, And (V) Scheduling A Final Hearing, dated June 5, 2024 [Docket No. 203] (the “Final DIP Order”) and any rights of the Stalking Horse Bidder in respect of the Break-Up Fee.

N. No Successor Liability. The transactions contemplated under the Asset Purchase Agreement do not amount to a consolidation, merger, or de facto merger of the Purchaser with the Debtors and/or the Debtors’ estates, there is not substantial continuity between the Debtors and the Purchaser, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates in any way. The Purchaser would not have acquired the Assets but for the foregoing protections against potential claims based upon “successor liability” or similar theories.

O. No Fraudulent Transfer. The Sale is not for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, or possession or the District of Columbia. Neither the Debtors nor the Purchaser has entered into the Asset Purchase Agreement or is consummating the Sale with any fraudulent or otherwise improper purpose.

P. Compliance with Bankruptcy Code. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including without limitation sections 105(a), 363(b), 363(f), 363(k), 363(m), 365(b) and 365(f) of the Bankruptcy

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Code and all of the applicable requirements of such sections have been or will be complied with in respect to the Sale as of the Closing Date.

Q. Sale Transaction Not a Sub Rosa Plan. The sale and assignment of the Assets and Assumed Liabilities, as applicable, outside of a plan of reorganization pursuant to the Asset Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

R. The Sale contemplated by the Asset Purchase Agreement is in the best interest of the Debtors, their estates, creditors, interest holders and all other parties in interest in the Chapter 11 Cases.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Relief Granted. The relief requested in the Motion is hereby granted in its entirety.

2. Objections Overruled. All objections and responses to the Motion, the Auction, this Sale Order or the relief granted herein (including all reservations of rights included therein) that have not been overruled, withdrawn, waived, settled, or otherwise resolved, are hereby overruled and denied on the merits with prejudice.

3. Notice. Notice of the Motion, and the assumption and assignment of the Transferred Contracts and potential assumption and assignment of the Designated Contracts (including proposed Cure Costs related thereto), the Auction, the Sale Hearing and the Sale was reasonable, sufficient, fair and equitable under the circumstances and complied in all respects with

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the Bidding Procedures, sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, 9007 and 9008 and Local Rule 6004-1.

4. Prior Findings of Fact and Conclusions of Law. The Court's findings of fact and conclusions of law in the Bidding Procedures Order shall remain in full force and effect.

5. Approval. The Asset Purchase Agreement, annexed hereto as **Exhibit 1**, and all ancillary documents related thereto are hereby approved and authorized in all respects and shall be deemed in full force and effect, and the Debtors and the Purchaser are hereby authorized, empowered and directed to fully perform under, consummate, and implement the terms of the Asset Purchase Agreement and to execute, deliver and perform under, any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of Asset Purchase Agreement and this Sale Order, including, without limitation, deeds, assignments, patents, stock powers, transfers of membership interests and other instruments of transfer, and to take all further actions as may reasonably be requested by the Debtors or the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession any or all of the Assets, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Asset Purchase Agreement, without any further corporate action or orders of the Court. Notwithstanding anything set forth in this Sale Order to the contrary, all rights, duties and obligations of the Purchaser may be assigned to one or more of its designees (including an Affiliate) of the Purchaser in accordance with the Asset Purchase Agreement; provided, that the Purchaser is, and shall

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remain, primarily and irrevocably responsible for the full performance of the Purchaser's duties and obligations under the Asset Purchase Agreement notwithstanding any such designation or the terms thereof.

6. Good Faith. The Purchaser is a good faith purchaser of the Assets set forth in the Asset Purchase Agreement and is hereby granted and entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, neither the reversal nor modification on appeal of this Sale Order under section 363(b) or (c) of the Bankruptcy Code shall affect the validity of the sale of the Assets under this Sale Order to the Purchaser, which purchased the Assets in good faith, whether or not the Purchaser knew of the pendency of the appeal unless this Sale Order and the sale of the Assets were stayed pending appeal prior to Closing.

7. Section 363(n) of the Bankruptcy Code. The Sale approved by this Sale Order is not subject to avoidance or any recovery or damages pursuant to section 363(n) or any other section of the Bankruptcy Code.

8. Documentation. Each of the Debtors and the Purchaser are authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the Sale contemplated by the Asset Purchase Agreement, any related agreements and this Sale Order, including amended and restated certificates or articles of incorporation, by-laws, or certificates or articles of amendment, and all such other actions,

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filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate, and all such officials are hereby authorized to accept the foregoing. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

9. Cooperation. The Debtors are hereby authorized and directed to cooperate with the Purchaser as reasonably requested by the Purchaser and take all actions and execute all documents which the Purchaser reasonably and in good faith determines is necessary or desirable to ensure that the Sale related to the Purchaser is consummated in accordance with the Asset Purchase Agreement, and the Debtors are authorized to make such modifications or supplements reasonably acceptable to the Debtors and the Purchaser to any bill of sale or other document or instrument executed or to be executed in connection with the Closing to the Purchaser to facilitate such consummation as contemplated by the Asset Purchase Agreement.

10. Duty to Close. Neither the Debtors nor the Purchaser shall have any obligation to proceed with the Closing to the Purchaser until all conditions precedent to its respective obligations to proceed have been met, satisfied or waived in accordance with the terms of the Asset Purchase Agreement.

11. Valid Transfer. Effective as of the Closing of the Sale and with respect to the Sale, (i) the sale and assignment of the Assets and the Transferred Contracts, as applicable, by the Debtors to the Purchaser pursuant to the terms of the Asset Purchase Agreement shall constitute a

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legal, valid and effective transfer of the Assets and the Transferred Contracts, as applicable, notwithstanding any requirement for approval or consent by any person, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Assets and Transferred Contracts, free and clear of all Liens, Claims and Excluded Liabilities, as applicable (other than the Assumed Liabilities, as applicable) pursuant to section 363(f) of the Bankruptcy Code, and (ii) the assumption of the Transferred Contracts and all Assumed Liabilities by the Purchaser constitutes a legal, valid, and effective assignment and delegation of any and all obligations, liabilities, and claims in respect thereof to the Purchaser and, other than to the extent expressly provided in this Sale Order and/or constituting Excluded Liabilities under the Asset Purchase Agreement, as applicable, divests the Debtors of all right, title and interest in, and all obligations and liability with respect to, the Transferred Contracts and such Assumed Liabilities. Upon the occurrence of the Closing, this Sale Order shall be considered and constitute, for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Assets (including the Transferred Contracts, as applicable) to the Purchaser pursuant to the Asset Purchase Agreement and/or a bill of sale or assignment transferring indefeasible right, title and interest in the Assets set forth in the Asset Purchase Agreement, including the Transferred Contracts, as applicable, and all other rights and interests associated with or appurtenant to the Assets, including, without limitation, warranty rights, intellectual property rights (including, without limitation, rights to all associated patents, regulatory approvals, permits, and registrations)

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and other non-executory contract rights, to the Purchaser all to the extent set forth in the Asset Purchase Agreement.

12. Free and Clear. Upon the occurrence of a Closing under the Asset Purchase Agreement, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell, assign, convey, and transfer the Assets under the Asset Purchase Agreement to the Purchaser and assign the Transferred Contracts to the Purchaser, as applicable. Except, and solely, to the extent specifically provided in the Asset Purchase Agreement or this Sale Order, the sale and assignment of the Assets and the assignment of the Transferred Contracts, as applicable, to the Purchaser pursuant to the Asset Purchase Agreement vests the Purchaser with all right, title and interest of the Debtors in and to its Assets, free and clear of any and all Liens, Claims, Excluded Liabilities, as applicable, and other liabilities of any kind or nature whatsoever (except for Assumed Liabilities, as applicable), whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise, with all such Liens, Claims and Excluded Liabilities, as applicable, to attach only to the proceeds of the sale and assignment of the Assets with the same priority, validity, force, and effect as they now have in or against the Assets subject in all respects to the rights of the DIP Lender and Stalking Horse Bidder in paragraphs 13, 14 and 15 below. The Motion shall be deemed to have provided sufficient notice as to the sale and assignment of the Assets free and clear of all Liens, Claims and Excluded Liabilities. Following a

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Closing, no holder of any Lien or Claim on any of the Assets subject to such Closing may interfere with the Purchaser's enjoyment of the Assets, as applicable, based on or related to such Lien or Claim, or any actions that the Debtors may take or fail to take in the Chapter 11 Cases and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale.

13. DIP Obligations. In connection with the Closing of the transactions provided for under the Asset Purchase Agreement and this Order, the Debtors are authorized and directed to pay the DIP Lender the proceeds of the sale as provided under the Asset Purchase Agreement, which payment shall be in partial satisfaction of the DIP Obligations (as defined in the Final DIP Order). Anything herein and/or in the Final DIP Order to the contrary notwithstanding, the automatic stay under section 362(a) of the Bankruptcy Code is hereby modified to enable the DIP Lender to realize upon and apply such sale proceeds in satisfaction of Debtors' DIP Obligations under, *inter alia*, the DIP Credit Agreement.

14. Surviving Obligations. Upon the DIP Lender's receipt of the payment of an amount equal to the aggregate outstanding dollar amount of the DIP Obligations, all of the existing indebtedness and other obligations to the DIP Lender under or pursuant to the DIP Credit Agreement and all other DIP Financing Agreements (as defined in the Final DIP Order), excepting only such matters which by their express terms survive the termination of the DIP Credit Agreement and the other DIP Financing Agreements, provided that all such matters remain subject to the Committee's ability to bring a Challenge Proceeding under the Final DIP Order (collectively,

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the “Surviving Obligations”), will be fully and finally paid and discharged and all such obligations shall be satisfied in full and all DIP Financing Agreements and loan arrangements contemplated thereby between the Debtors, on the one hand, and the DIP Lender, on the other hand, will be terminated, and, except for the Surviving Obligations, the Debtors will not be indebted to the DIP Lender for any reason in respect of the DIP Financing Agreements or otherwise. Anything in the foregoing notwithstanding, (a) the respective commitments of the DIP Lender under the DIP Credit Agreement shall be terminated, and the DIP Lender shall not be obligated to make any further Loans (as defined in the DIP Credit Agreement) or other extension of credit under the DIP Financing Agreements to the Debtors, and (b) each Debtor shall remain obligated in all respects for the Surviving Obligations. Nothing in this Sale Order shall be deemed to limit, abridge, or otherwise modify (i) the provisions concerning the use of Cash Collateral (as defined in the Final DIP Order) in the Final DIP Order, or (ii) the DIP Lender’s rights, liens, and claims, including any adequate protection liens and claims, against all of the Excluded Assets to the extent of the Surviving Obligations. In furtherance of the foregoing, (x) the Debtors and the DIP Lender agree that the Surviving Obligations, if any, shall first be satisfied by the \$500,000.00 retainer being maintained by counsel to the DIP Lender, and (y) thereafter, as additional adequate protection for the Surviving Obligations, the Debtors agree that following the closing of the Sale until the Effective Date of the Plan, the Debtors shall not permit the cash balance maintained in their accounts to fall below \$500,000.00 at any time absent the prior written consent of the DIP Lender (which consent may not be unreasonably withheld) or further order of the Court entered on not

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less than three (3) Business Days' written notice (which may be by email) to the DIP Lender and its counsel. The Debtors, the DIP Lender and the Committee reserve their respective rights in respect of any such Surviving Obligations.

15. Break-Up Fee. In accordance with Paragraph 23 of the Bidding Procedures Order, upon the Closing of the transactions provided for under the Asset Purchase Agreement and this Order, the Debtors are authorized and directed to pay Stalking Horse Bidder the Break-Up Fee as provided in the Stalking Horse Agreement.

16. Self-Executing Provisions. The provisions of this Sale Order authorizing the sale and assignment of the Assets free and clear of Liens, Claims and Excluded Liabilities (other than Assumed Liabilities), as applicable, shall be self-executing, and none of the Debtors and the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

17. Enforcement Provisions. With regard to the forms of, timing, and other terms concerning the consideration to be provided by the Purchaser to the Debtors as set forth in the Asset Purchase Agreement, the Purchaser is directed to comply with its respective obligations thereunder, and the Debtors, any liquidating trustee appointed in these Chapter 11 Cases, and its successors and assigns, are hereby authorized to enforce all such provisions. As further set forth in paragraph 45 hereof, the Court shall retain jurisdiction with regard to any and all issues, disputes,

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controversies, causes of action, and/or claims with regard to, or arising under, such provisions, including, without limitation, the enforcement thereof.

18. Authorization to Creditors. On and after a Closing Date, each of the Debtors' applicable creditors are authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens, if any, in the Assets subject to such Sale, as such Liens may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanics liens, lis pendens or other documents, instruments, notices or agreements evidencing any Lien against or in the Assets shall not have delivered to the Debtors before such Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Assets subject to such Sale, then with regard to the Assets, (i) each of the Debtors and the Purchaser is authorized and directed to execute and file such termination statements, releases, instruments of satisfaction or other documents on behalf of the person or entity with respect to the Assets and (ii) each of the Debtors or the Purchaser, as applicable, is authorized and directed to file, register or otherwise record a certified copy of this Sale Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens against the Assets.

19. Authorization to Government Agencies. Each and every Governmental Authority (as defined in the Asset Purchase Agreement), filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state, and local official, and any other persons and entity who may be required by operation of law, the duties of their office or contract,

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to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale contemplated by the Asset Purchase Agreement or this Sale Order. All such entities described above in this paragraph are authorized to strike all recorded Liens against the Assets from their records, official and otherwise.

20. Direction to Surrender Possession or Control. All persons or entities, presently or on or after a Closing Date, in possession or control of some or all of the Assets subject to a Sale, are directed to surrender possession or control of the Assets to the Purchaser as soon as possible, but no later than on the Closing Date of the Sale or at such time thereafter as the Purchaser may request.

21. Licenses and Permits. To the extent provided in any of the Asset Purchase Agreement and available under applicable law, the Purchaser shall be authorized, as of the applicable Closing Date, to operate under any Governmental Authorization, rights granted in respect of Intellectual Property Licenses (as defined in the Asset Purchase Agreement), if any, or other Intellectual Property (as defined in the Asset Purchase Agreement), constituting part of the Assets, any other license, permit, registration, and any other governmental approval of the Debtors with respect to the Assets and the Transferred Contracts, as applicable, and all such licenses, permits, registrations, and Governmental Authorizations, Intellectual Property, and any other approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as

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of such Closing Date. To the extent any consent or approval is necessary, it is deemed to be hereby granted. To the extent any license or permit necessary for the operation of the business of the Debtors is determined not to be an executory contract assumable and assignable under section 365 of the Bankruptcy Code, the Purchaser is authorized to apply for and obtain any necessary license or permit promptly after the Closing Date and the Debtors are hereby authorized and directed to use commercially reasonable efforts to cooperate with the Purchaser in connection with any such application as the Purchaser deems reasonably necessary or desirable, subject to the provisions of the Asset Purchase Agreement.

22. No Successor Liability. Except as is expressly set forth in the Asset Purchase Agreement or this Sale Order, the Purchaser and its affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals, agents and shareholders (or equivalent) are not and shall not be (i) deemed a “successor” in any respect to the Debtors and their estates as a result of the consummation of the Sale contemplated the Asset Purchase Agreement or any other event occurring in the Chapter 11 Cases under any theory of law or equity (other than with respect to Assumed Liabilities assumed by the Purchaser under the Asset Purchase Agreement), (ii) deemed to have, de facto or otherwise, merged, or consolidated with or into the Debtors or their estates, (iii) deemed to have a common identity with the Debtors, (iv) deemed to have a continuity of enterprise with the Debtors, or (v) deemed to be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors. Except for the Assumed Liabilities, as applicable, or as otherwise expressly provided in this Sale Order and/or the Asset Purchase Agreement, the transfer

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of the Assets and the Transferred Contracts, as applicable, to the Purchaser under the Asset Purchase Agreement shall not result in the Purchaser or its affiliates, predecessors, successors, assigns, members, partners, directors, officers, agents or principals and shareholders (or equivalent) (i) having any liability or responsibility for any Claim against the Debtors or against an insider of the Debtors (including, without limitation, for any Excluded Liabilities, as applicable), (ii) having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Lien or Excluded Liability, as applicable, or (iii) having any liability or responsibility to the Debtors, including in the case of each of (i-iii), without limitation (x) within the meaning of any foreign, federal, state or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101 et seq.) (“WARN”), Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, et seq. or (y) in respect of (i) any environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to the Closing Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, (ii) any liabilities, penalties, costs, debts or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor,

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employment, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), (iii) any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or (iv) any consumer protection law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, including, without limitation, any liabilities, penalties, costs, debts or obligations imposed by the Federal Trade Commission and/or Bureau of Consumer Protection required to be paid by the Debtors. The Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation described in the foregoing sentence (other than with respect to Assumed Liabilities, as applicable), and the Motion shall be deemed to have provided sufficient notice as to the Sale and assignment of the applicable Assets free and clear of all such liabilities and obligations.

23. Examples of No Successor Liability. Without limiting the generality, effect or scope of the foregoing, as a result of and following the Closing of the Sale to the Purchaser, the Purchaser and its affiliates, predecessors, successors, assigns, members, partners, directors, officers, agents, principals and shareholders (or equivalent) shall have no successor or vicarious liabilities of any kind or character, including, without limitation, any theory of antitrust, environmental, transferee liability, continuity of enterprise, mere continuation, labor law, bulk sales law, employment or benefits law, alter ego, veil piercing, escheat, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether legal or equitable, matured or unmatured, contingent or non-contingent,

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liquidated or unliquidated, whether imposed by agreement, understanding, law, equity or otherwise with respect to the Debtors or any obligations of the Debtors relating to the period prior to the Closing Date to the Purchaser whether arising before or after such Closing Date, including, without limitation, United States or foreign pension liabilities or liabilities on account of any federal, state or other taxes arising, accruing or payable under, out of, in connection with, or in any way relating to or calculated or determined with respect to or based in whole or in any part upon the operation of the Assets or the Transferred Contracts, as applicable, on or prior to such Closing Date or any taxes in connection with, or in any way related to, the cancellation of debt of the Debtor. The consideration given by the Purchaser shall constitute valid and valuable consideration for the release of any potential claims of successor liability against the Purchaser which releases shall be deemed to have been given in favor of the Purchaser by all holders of Liens, Claims and Excluded Liabilities (other than Assumed Liabilities), as applicable, against the Debtors or the Assets and the Transferred Contracts.

24. Injunction. Except to the extent expressly included in the Assumed Liabilities, or to enforce this Sale Order, as applicable, all persons and entities, including, but not limited to, the Debtors, employees, former employees, all debt security holders, equity holders, licensors, administrative agencies, governmental units (as defined in section 101(27) of the Bankruptcy Code), tax and regulatory authorities, secretaries of state, federal, state, and local officials, lenders, contract parties, bidders, lessors, other parties in possession of any of the Assets at any time, trade creditors, holders of rejection damages claims, and all other creditors holding any Liens, Claims

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or Excluded Liabilities of any kind or nature whatsoever against or in the Debtors or in the Debtors' interests in the Assets (whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtors, the Assets, the Transferred Contracts, the operation of the Debtors' business, on or prior to the Closing Date, the Sale (other than the Purchaser's obligations under this Sale Order and the Purchase Agreement, and all other ancillary agreements, documents or instruments entered into in connection with the Asset Purchase Agreement), or the transfer of the Assets or the Transferred Contracts, as applicable, to the Purchaser shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting, commencing, continuing, or otherwise pursuing in any manner any action, claim or other proceeding of any kind, directly or indirectly, against the Purchaser or any of their respective affiliates, predecessors, successors, or assigns or any of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, affiliates, shareholders (or equivalent), financial advisors and representatives (each of the foregoing in its individual capacity), their property or the applicable Assets, including with respect to Intellectual Property Rights and any publicity rights relating thereto. In connection with the foregoing, actions that are barred hereby include, without limitation: (i) the commencement or continuation of any action or other proceeding, (ii) the enforcement, attachment, collection, or recovery of any judgment, award, decree or order, (iii) the

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creation, perfection, or enforcement of any Lien, Claim, interest, or encumbrance, (iv) the assertion of any right of setoff, subrogation, recoupment, reversion, assignment or specific performance of any kind, (v) the commencement or continuation of any action that does not comply with, or is inconsistent with, the provisions of this Sale Order, any actions contemplated or taken in respect hereof, or the Asset Purchase Agreement, and (vi) the revocation, termination or failure or refusal to renew any Governmental Authorization or other right, license, trademark, permit, registration, or governmental authorization or other permission or approval to operate any of the Assets or conduct the businesses associated with, or related to, the Assets. Following the Closing Date, no Person that was the holder of a Lien on, in or against any of Assets prior to the Closing Date shall interfere with the Purchaser's title to, license of, or use and enjoyment of the Assets based on or related to such Lien, or any actions that the Debtors may take in the Debtors' cases.

25. No Bulk Sales; No Brokers. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale or the other transactions contemplated the Asset Purchase Agreement or this Sale Order. The Purchaser is not and will not become obligated to pay any fee or commission or like payment to any broker, finder, or financial advisor as a result of the consummation of the Sale or the other transactions based upon any arrangement made by or on behalf of the Debtors.

26. Fees and Expenses; Indemnity. Any amounts payable or otherwise reimbursable by the Debtors under the Asset Purchase Agreement (if applicable) or any of the documents delivered by the Debtors in connection with the Asset Purchase Agreement, including without limitation (i)

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any allowed claims for breach thereof, and (ii) any purchase price or other adjustments, shall be paid under the terms of and in the manner provided in the Asset Purchase Agreement without further order of the Court, as an allowed administrative claim in an amount equal to such payment in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code, and shall not be discharged, modified, or otherwise affected by any reorganization plan for the Debtor, except by written agreement with the Purchaser or its successors or assigns (such agreement to be provided in the Purchaser's or its successor's or assign's respective sole discretion).

27. Assumption and Assignment of Transferred Contracts. Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption of the Transferred Contracts and assignment thereof to the Purchaser, free and clear of all Liens, Claims and Excluded Liabilities (other than Assumed Liabilities) pursuant to the terms set forth in the Asset Purchase Agreement is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) (including section 365(b)(3) to the extent applicable) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Each of the Contract Counterparties is hereby forever barred, estopped and permanently enjoined from raising or asserting against the Debtors or the property of any of such parties, any assignment fee, default, breach, claim, pecuniary loss, liability, or obligation (whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise) arising under or out of, in connection with, or in any way related to the

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Transferred Contracts existing as of the Closing Date or arising by reason of the assumption, assignment and/or such Closing except to the extent constituting an Excluded Liability under the Asset Purchase Agreement (other than the Assumed Liabilities). Notwithstanding the foregoing, pursuant to the terms of the Asset Purchase Agreement, the Purchaser shall be liable for all obligations and liabilities arising after and relating to the period following the Closing Date under the Transferred Contracts, all of which shall constitute Assumed Liabilities, and the Debtors shall not be liable for any such obligations or liabilities.

28. Each of the Transferred Contracts shall be deemed to be valid and binding and in full force and effect and enforceable in accordance with its terms as of the date of this Sale Order, subject to any amendments or modifications agreed to between a Contract Counterparty and the Purchaser. Upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtor under the applicable Transferred Contracts. The assignment of each of the Transferred Contracts is deemed to be made in good faith under, and is entitled to the protections of, section 363(m) of the Bankruptcy Code.

29. Adequate Assurance. The Purchaser has provided adequate assurance of its future performance under the relevant Transferred Contracts or Designated Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code (including section 365(b)(3) to the extent applicable). All other requirements and conditions under sections 363 and 365 of the

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Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of the Transferred Contracts have been satisfied.

30. Anti-Assignment Provisions Unenforceable. No sections or provisions of the Transferred Contracts that purport to (i) prohibit, restrict, or condition the Debtor's assignment of the Transferred Contracts, including, but not limited to, the conditioning of such assignment on the consent of the Contract Counterparties; (ii) authorize the termination, cancellation, or modification of the Transferred Contracts based on the filing of a bankruptcy case, the financial condition of the Debtors or similar circumstances; (iii) declare a breach or default as a result of a change in control in respect of the Debtors; or (iv) provide for additional payments, penalties, conditions, renewals, extensions, charges, other financial accommodations in favor of the non-Debtor third party to the Transferred Contracts, or modification of any term or condition upon the assignment of a Transferred Contract or the occurrence of the conditions set forth in subsection (ii) above, shall have any force and effect, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e). The entry of this Sale Order constitutes the consent of the Contract Counterparties to the assumption and assignment of such agreements without the necessity of obtaining such party's consent, written or otherwise, to such assumption or assignment. All Transferred Contracts shall remain in full force and effect, without existing default(s), subject only to payment of the applicable Cure Costs in accordance with the Asset Purchase Agreement (unless otherwise agreed to by the Purchaser and the applicable Contract

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Counterparty), and to any amendments or modifications agreed to between a Contract Counterparty and the Purchaser.

31. No Fees for Assumption and Assignment. Other than Assumed Liabilities, there shall be no rent accelerations, penalties, assignment fees, increases or any other fees charged to the Purchaser, its successors or assigns, or the Debtors as a result of the assumption and assignment of the Transferred Contracts.

32. Cure Costs. Payment of the Cure Costs by Purchaser as set forth on the Cure Schedule (or such other amount or such other terms as may be agreed to by the Purchaser and the Contract Counterparties to the applicable Transferred Contract) in accordance with the Asset Purchase Agreement (unless otherwise agreed to by the Purchaser and the applicable Contract Counterparty) is hereby authorized and directed. All defaults or other obligations shall be deemed cured and shall no longer exist upon the payment or other satisfaction by the Debtors of such Cure Costs against which no timely objections have been properly filed and served (or if filed and served, overruled) in accordance with the Cure Schedule (or such other amount or such other terms as may be agreed to by the Purchaser and the Contract Counterparties to the applicable Transferred Contract or otherwise ordered by the Court) and, for the avoidance of doubt, no Contract Counterparty shall be entitled to a claim against the Debtors or the Debtors' estates for any such default. Except for the Cure Costs for Transferred Contracts set forth on the Cure Schedule that was filed and served, there are no defaults existing under the Transferred Contracts, nor shall there exist any event or condition existing on the Closing Date which, with the passage of time or giving

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of notice, or both, would constitute such a default. For the avoidance of doubt, and notwithstanding anything to the contrary the Asset Purchase Agreement, the Debtors' estates shall not be responsible for the payment of any Cure Costs and the Purchaser's payment of Cure Costs shall not (i) be deemed a purchase price adjustment that reduces the overall consideration received by the Debtors' estates, or (ii) reduce the amount of the cash and contingent consideration that is otherwise payable by the Purchaser under the Asset Purchase Agreement.

33. Notice of Assumption and Assignment. The Debtors have filed and served the Cure Schedule with the Court and on all of the Contract Counterparties identified on the schedule attached thereto. No other or further notice is required. Any Contract Counterparties to a Transferred Contract who have not timely filed and served an objection shall be barred from objecting, or asserting monetary or non-monetary defaults, with respect to any such Transferred Contract, and such Transferred Contract shall be deemed assumed by the Debtors and assigned to the Purchaser on the Closing Date pursuant to this Sale Order. All Claims of a counterparty to a Transferred Contract that is assumed by the Purchaser which arise from or are related to such counterparty's Transferred Contract shall be void, and all proofs of claim filed by such counterparty, whether filed prior to or after the date of entry of this Sale Order, asserting a claim that arises from or is related to such counterparty's or Transferred Contract, shall be deemed automatically expunged from the Debtors' registry of claims without the need for any further action.

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34. Disputed Contracts. In the event of an objection by the Contract Counterparty to the Cure Costs asserted by Debtors or the Debtors' ability to assume and assign with regard to any Transferred Contract or Designated Contract (such contract, a "Disputed Contract"), the Debtors, with the consent of Purchaser, shall either settle the objection of such party or shall litigate such objection under procedures as the Bankruptcy Court shall approve and proscribe; provided, that the Purchaser shall pay to the Debtors on a current basis any post-petition administrative expense arising on or after the Closing Date under such Disputed Contract, pending the determination whether such Disputed Contracts will be assumed and assigned or rejected. In no event shall any Debtor settle a Cure Costs objection with regard to any Disputed Contract without the express written consent of Purchaser (with an email consent being sufficient). In the event that a dispute regarding a Disputed Contract has not been resolved as of the Closing Date, the Debtors and Purchaser shall nonetheless remain obligated to consummate the transactions contemplated by the Asset Purchase Agreement; provided that, pending resolution of the dispute pursuant to this Order, the Contract Counterparty to such Disputed Contract shall not have any claim against the Debtors or Purchaser (or one of more of its designees) for infringement or any other similar type of claim for the use of any rights afforded to the applicable Debtor under such Disputed Contract. Upon entry of an order of this Court determining any Cure Costs regarding any Disputed Contract after the Closing (the "Disputed Contract Order"), Purchaser shall have the option to designate the Disputed Contract as an Excluded Contract in accordance with the Asset Purchase Agreement (but, for the avoidance of doubt, the right to designate such Disputed Contract in this circumstance shall

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survive expiration of the Designation Rights Period), in which case, for the avoidance of doubt, Purchaser shall not assume the Disputed Contract and shall not be responsible for the associated Cure Costs (if any) with such Disputed Contract, other than administrative expenses arising on or after the Closing Date under such Contract.

35. Direction to Contract Counterparties. All Contract Counterparties are hereby directed to cooperate and expeditiously execute and deliver, upon the reasonable request of the Debtors, and shall not charge the Debtors or the Purchaser for, any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale involving the Purchaser.

36. No Admission. Nothing in this Sale Order, the Motion, the Cure Schedule (as amended from time to time), or any notice or any other document is or shall be deemed an admission by the Debtors that any contract is an executory contract or, unless otherwise specified in the Asset Purchase Agreement, must be assumed and assigned pursuant to the Asset Purchase Agreement, in order to consummate the Sale.

37. Failure to Specify Provisions. The failure specifically to include any particular provisions of the Asset Purchase Agreement or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Purchaser that the Asset Purchase Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in

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accordance with this Sale Order. Likewise, all of the provisions of this Sale Order are non-severable and mutually dependent.

38. Failure to Enforce Transferred Contracts. The failure of the Debtors or the Purchaser at any time to enforce one or more terms or conditions of any Transferred Contract (or Designated Contract) shall not constitute a waiver of any such terms or conditions, or of the Debtors' or the Purchaser's rights to enforce every term and condition of the Transferred Contracts (or Designated Contracts).

39. Backup Bids. At the Auction, the Debtors designated E-Distributors Inc. (together with any designee or assignee, "E-Distributors") as the Backup Bidder for the Assets that are subject to the Asset Purchase Agreement. The Backup Bid of the foregoing Backup Bidder shall remain open and irrevocable as set forth in the Bidding Procedures and Bidding Procedures Order, and, in the event that the Purchaser, as the Successful Bidder, shall fail to close for whatever reason on the Assets that are the subject of the Asset Purchase Agreement, the Debtors and the Backup Bidder shall close on the sale of such Assets, subject to final negotiations on the Backup Bidder's bid (provided, however, the Debtors or E-Distributors shall not be required to agree to any changes to the E-Distributors' asset purchase agreement already signed without written consent of the other party to the asset purchase agreement) and executing a sale agreement with the Backup Bidder, within the time period set forth in the Bidding Procedures and Bidding Procedures Order. To the extent the Debtors notify the Backup Bidder of their intention to close on a sale transaction with the Backup Bidder, the Backup Bidder shall have fourteen (14) days from written notification (e-

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mail to counsel being sufficient) to consummate that transaction. In the event E-Distributors is called upon to perform as a Backup Bidder, E-Distributors and the assets being purchased thereby shall be accorded the benefit of all Findings and Conclusions and protections set forth in this Sale Order as is accorded Purchaser, and the assets proposed to be purchased by Purchaser, subject only to any provisions particular to E-Distributors Asset Purchase Agreement filed by the Debtor on June 21, 2024. For the avoidance of doubt, paragraph 50 of this Order shall not apply to E-Distributors. To the extent the Debtors determine to consummate a transaction with E-Distributors, the Debtors, the Committee, and E-Distributors reserve all rights in connection with the sale of any causes of action under E-Distributors' Asset Purchase Agreement.

40. Deposits. The Deposits shall be returned to each Qualified Bidder as set forth in the Bidding Procedures, provided that, notwithstanding anything to the contrary in the Bidding Procedures or Bidding Procedures Order, the Deposits of the Successful Bidder and Backup Bidder shall be retained by the Debtors in the event that such bidder or bidders, in the reasonable discretion of the Debtors, and after five (5) business days' written notice to such bidder (subject to the 14-day period set forth above as to the Backup Bidder), shall fail to proceed with, or consummate, its bid, including, without limitation, by failing to negotiate in good faith with the Debtors (provided however, the Debtors or E-Distributors shall not be required to agree to any changes to the E-Distributors' asset purchase agreement already signed without written consent of the other party to the asset purchase agreement), failing to execute its asset purchase agreement, or failing to close on the sale which is the subject of its bid; provided that, notwithstanding the foregoing, nothing

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shall prejudice the rights of the Successful Bidder and Backup Bidder related to the foregoing. On the Closing Date under the Purchaser's Asset Purchase Agreement, the Purchaser's Deposit shall be released to the Debtors and credited towards the cash consideration due by the Purchaser under the Asset Purchase Agreement.

41. Sale of Personally Identifiable Information. To the extent applicable, the sale of any personally identifiable information pursuant to the Asset Purchase Agreement is approved under section 363(b)(1) of the Bankruptcy Code, and the sale of the Assets does not necessitate the appointment of a consumer privacy ombudsman pursuant to sections 332 and 362(b)(1) of the Bankruptcy Code.

42. Texas Taxing Entities. Nothing in this Sale Order shall amend, alter, or otherwise modify the terms of the DIP Order as it relates to the Texas Tax Reserve established as adequate protection for the claims of the Texas Taxing Entities.

43. Binding Order. This Sale Order shall be binding upon and govern the acts of all persons and entities, including, without limitation, the Debtors, the Purchaser, the Backup Bidder, and their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee or liquidating trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a chapter 7 case if any of these cases is converted from chapter 11, all creditors of the Debtors (whether known or unknown), all non-Debtor parties to any Transferred Contracts, all Governmental Authorities, filing agents, filing officers, title agents, recording agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other

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persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Assets, and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA, including the Transaction. The Acquired Assets are sold free and clear of any reclamation rights. The Asset Purchase Agreement and the Sale shall not be subject to rejection or avoidance under any circumstances. This Sale Order and the Asset Purchase Agreement shall inure to the benefit of the Debtors, their estates, creditors, the Purchaser and their respective successors and assigns.

44. No Stay of Order. The provisions of Bankruptcy Rules 6004 and 6006, and to the extent applicable under Bankruptcy Rules, Rules 54(b) and 62(a) of the Federal Rules of Civil Procedure, staying the effectiveness of this Sale Order for fourteen (14) days are hereby waived, and this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Any party desiring to appeal this Sale Order must exercise due diligence in filing an appeal, pursuing a stay and obtaining a stay prior to the Closing, or risk its appeal being foreclosed as moot.

45. Lift of Automatic Stay. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court, to allow the Purchaser to deliver any notice provided for in the Asset

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Purchase Agreement and allow the Purchaser to take any and all actions permitted under the Asset Purchase Agreement, as applicable.

46. Retention of Jurisdiction. The Court shall retain jurisdiction to (i) interpret, implement and enforce the terms and provisions of this Sale Order, the Bidding Procedures Order, and the Asset Purchase Agreement, including all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith, in all respects, (ii) decide any disputes concerning this Sale Order, the Asset Purchase Agreement or the rights and duties of the parties hereunder or thereunder or any issues relating to the Asset Purchase Agreement and this Sale Order including, but not limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Assets and any Transferred Contracts or Designated Contracts, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, and (iii) enforce the injunctions set forth herein.

47. Subsequent Plan Provisions. Unless otherwise provided herein, nothing contained in any chapter 11 plan confirmed in the Debtors' cases or any order confirming any such plan or any other order in the Debtor's cases (including any order entered after any conversion of any of these cases into a case under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the Asset Purchase Agreement or this Sale Order and, to the extent of any such conflict, subject to this paragraph, the terms of this Sale Order and the Asset Purchase Agreement shall control.

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48. Further Assurances. From time to time, as and when requested by the other, the Debtors and the Purchaser, as the case may be, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale with respect to the Purchaser, including, such actions as may be necessary to vest, perfect or confirm, or record or otherwise, in the Purchaser its right, title and interest in and to the Assets and the Transferred Contracts, as applicable, subject to the provisions of the Asset Purchase Agreement.

49. Samson Trading. The Debtors are authorized pursuant, and subject to, the terms and conditions set forth in the Asset Purchase Agreement to sell and convey their right, title and interest, free and clear of all Liens (as set forth in this Order), in Samson Trading. The Debtors shall file a notice on the docket on or around the Closing Date indicating whether the equity interests of Samson Trading was an “Acquired Asset” under the Asset Purchase Agreement. To the extent the Purchaser exercises such option, the Debtors, their estates and each of their insiders and affiliates shall release and be deemed to have released and/or waived any and all claims (including, but not limited to intercompany claims), causes of action, lawsuits, judgments, privileges, counterclaims, defenses, rights of recovery, rights of set-off, rights of subrogation and all other rights of any kind under any provision of the Bankruptcy Code or applicable laws, including all avoidance claims or causes of action arising under sections 544, 547, 548, 549 and

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550 of the Bankruptcy Code and any similar state law against or in any way related to Samson Trading.

50. Retained Causes of Action: Notwithstanding anything in this Sale Order, the Asset Purchase Agreement and/or any other related document, except for all claims, causes of action, lawsuits, judgments, privileges, counterclaims, defenses, rights of recovery, rights of set-off, rights of subrogation and all other rights of any kind under any other provision of the Bankruptcy Code or applicable Laws, including all avoidance claims or causes of action arising under sections 544, 547, 548, 549 and 550 of the Bankruptcy Code and any similar state Law, against (x) any vendor or service provider used in the Business or (y) any non-debtor counterparty to the Transferred Contracts or any non-debtor counterparty to a Rejected Contract or Lease that engages in business with the Buyer after the Closing Date ((x) and (y) collectively, the “Purchased Avoidance Actions”), all other claims, causes of action, lawsuits, judgments, privileges, counterclaims, defenses, demands, right of recovery, rights of set-off, rights of subrogation and all other rights of any kind of the Debtors, including, without limitation, all avoidance claims or causes of action arising under sections 544, 547, 548, 549 and 550 of the Bankruptcy Code and any similar state Law, and all other claims, causes of action, lawsuits, judgments, privileges, counterclaims, defenses, rights of recovery, rights of set-off, rights of subrogation and all other rights of any kind under any other provision of the Bankruptcy Code or applicable Laws (collectively, the “Retained Causes of Action”) shall be Excluded Assets. The Retained Causes of Action and any associated insurance proceeds shall remain with the Debtors’ estates subject in all respects to the rights of the

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DIP Lender in paragraphs 13 and 14 above. Purchaser shall provide a list of the parties subject to the Purchased Avoidance Actions to the Debtors and the Committee upon the expiration of the Designation Rights Period; provided, however, in the event a Disputed Contract has not been resolved by the expiration of the Designation Rights Period, the Purchaser shall have until five (5) business days after the entry of the Disputed Contract Order to include such party as subject to the Purchased Avoidance Actions. For the avoidance of doubt, (i) the Purchased Avoidance Actions shall not include any claims or causes of action against Tiger Finance, LLC or its affiliates (collectively, the “Tiger Parties” and such claims or causes of action against the Tiger Parties being referred to herein as the “Tiger Causes of Action”), and any insiders, affiliates, and/or professionals of the Debtors and (ii) all claims, rights, defenses, objections and other rights of the Tiger Parties with regard to any such Tiger Causes of Action are hereby reserved and preserved for all purposes.

51. Governing Terms. Unless otherwise provided herein, to the extent this Sale Order is inconsistent with the terms of the Asset Purchase Agreement (including all ancillary documents executed in connection with the Asset Purchase Agreement), this Sale Order shall govern.

52. Headings. The headings in this Sale Order are for purposes of reference only and shall not limit or otherwise affect the meaning of the Sale Order.

Exhibit 1

Purchase Agreement

ASSET PURCHASE AGREEMENT
BY AND AMONG
SAM ASH MUSIC CORPORATION,
THE OTHER SELLERS PARTY HERETO,
AND
GONHER S.A. DE C.V.

DATED AS OF JUNE 27, 2024

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is entered into as of June __, 2024 by and among Sam Ash Music Corporation, a New York corporation (“SAMC”), Samson Technologies Corp., a New York corporation (“Samson”), Sam Ash Megastores, LLC, a New York limited liability company (“SAM”), Sam Ash CT, LLC, a Connecticut limited liability company (“SACT”), Sam Ash Quikship Corp., a Florida corporation (“SAQC”), Sam Ash Florida Megastores, LLC, a Florida limited liability company (“SAFM”), Sam Ash Illinois Megastores, LLC, a Illinois limited liability company (“SAIL”), Sam Ash New Jersey Megastores, LLC, a New Jersey limited liability company (“SANJ”), Sam Ash New York Megastores, LLC, a New York limited liability company (“SANY”), Sam Ash Music Marketing, LLC, a New York limited liability company (“SAMM”), Sam Ash California Megastores, LLC, a California limited liability company (“SACM”) and Sam Ash Nevada Megastores, LLC, a Nevada limited liability company (“SANV”, and together with SAMC, Samson, SAM, SACT, SAQC, SAFM, SAIL, SANJ, SANY, SAMM and SACM, the “Sellers”), and ORGANIZACION GONHER S.A. de C.V., a *sociedad anonima de capital variable* organized under the laws of Mexico (“Buyer”; (including any other persons designated by the Buyer as a “Buyer Designee” (each a “Buyer Designee”))). Sellers and Buyer are referred to collectively herein as the “Parties”.

WITNESSETH

WHEREAS, the Sellers filed voluntary petitions for relief under chapter 11 of title 11 of the United States Bankruptcy Code (11 U.S.C. § 101 et seq.) (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) on May 8, 2024;

WHEREAS, Sellers are engaged in (a) the business of marketing, distributing and selling musical instruments and related accessories (the “Samson Business”), and (b) the retail sale of musical instruments and accessories through e-commerce platforms, including the E-Commerce Platform (as defined below) (the “E-Commerce Business” and collectively with the Samson Business, the “Business”);

WHEREAS, Sellers desire to sell, transfer and assign to Buyer all of the Acquired Assets (as defined below), and Buyer desires to purchase, acquire and assume from Sellers, all of the Acquired Assets and Assumed Liabilities (as defined below).

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement:

“Acquired Assets” means all of Sellers’ right, title and interest, free and clear of all Liens, in and to the following properties, rights, interests and other tangible and intangible assets of Sellers used in, held for use in, or relating to the Business:

(a) all Merchandise (whether owned by, or on order to be delivered to any Seller), other than Merchandise located at any Closing Location, and any Cash Equivalent that is received after the Closing on account of such Merchandise;

(b) all Furnishings and Equipment (whether owned by, or on order to be delivered to any Seller), other than any Furnishings and Equipment located at any Closing Location or any other Furnishings and Equipment expressly excluded from the Acquired Assets in writing by Buyer after the date hereof;

(c) other than the Credit Card Receivables, all accounts receivable of the Business (the "Accounts Receivable") and any Cash Equivalent that is received after the Closing on account of such accounts receivable, all bank accounts and any other accounts to which customer payments are processed or made;

(d) the Assumed Leases, together with (to the extent of the Sellers' interest therein) the buildings, fixtures and improvements located on or attached to the underlying real property, and all rights arising thereunder, and all tenements, hereditaments, appurtenances and other real property rights appertaining thereto, subject to the rights of the applicable landlord (including rights to ownership or use of such property) under such Assumed Leases;

(e) the Transferred Contracts and all rights and benefits thereunder, including all rights to past credits or refunds under such Transferred Contracts;

(f) other than as constitutes an Excluded Asset, all prepaid expenses of any Seller (other than pursuant to any Contract which is not a Transferred Contract or any Lease which is not an Assumed Lease);

(g) all Permits issued to, or for the benefit of, or held by, any Seller relating to the operation of the Business, and all pending applications or filings therefor and renewals thereof, to the extent such Permits may be transferred under applicable law;

(h) all internet domain names owned by Sellers, including the internet domain name registrations and social media accounts set forth in Schedule 1.1(h), including all rights to sue for past, present and future infringement (the "Transferred Domain Names");

(i) all Trademarks owned by Sellers including the Trademarks listed on Schedule 1.1(i), including all rights to sue for past, present and future infringement (the "Transferred Trademarks");

(j) to the extent permitted by applicable Law, all Intellectual Property Licenses, to the extent included in the Transferred Contracts;

(k) all other Intellectual Property owned by Sellers, or in which any Seller has any interest or right, which is used in, held for use in, or relating to the Business, including all rights to sue for past, present and future infringement, all royalty payments and licensing receivables generated by the Business and attributable to the period prior to and after the Closing;

(l) to the extent their transfer is permitted by applicable Law, all third-party warranties, refunds, rights of recovery, rights of set-off or counter-claim and rights of recoupment of every kind and nature for the benefit of, or enforceable by, any Seller in each case to the extent arising from or relating the Acquired Assets;

(m) all marketing, advertising and promotional materials and product samples and designs used in, held for use in, or relating to the Acquired Assets;

(n) all books, records, manuals and other materials (in any form or medium and wherever held) relating to the Business, including all records and materials held by the Sellers, advertising matter, catalogues, price lists, correspondence, mailing lists, lists of current and former customers and suppliers (and all data related thereto including contact information, transaction histories, and any and all demographic data), SMS, text, and email distribution lists), distribution and other mailing lists, photographs, production data, computer data, all studies and research, sales and promotional materials and records, purchasing materials and records, personnel records, manufacturing and quality control records and procedures, facilities and/or equipment plans and specifications, blueprints, research and development files, data and laboratory books, intellectual property disclosures and tangible embodiments of intellectual property, media materials and plates, accounting records, sales order files and litigation files related to the Business or the Acquired Assets (collectively, the "Business Records"); provided however, that the Sellers shall retain certain access rights to all such Business Records post-Closing for a period of time as provided in Section 6.2 hereof;

(o) (i) all organizational documents, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, stock certificates, and other documents relating to Samson Trading's organization, maintenance, existence, and operation and (ii) copies of any other material documents relating to the maintenance, existence, and operation of the Business, including but not limited to customer lists and compliance certificates;

(p) goodwill associated with the Business or the Acquired Assets;

(q) those rights of publicity owned by the Sellers, including the rights or consents necessary for the use of the names in the Trademarks owned by the Sellers;

(r) product designs, design rights, tech packs, artwork, archival materials and advertising materials, copy, commercials, images and artwork owned by any Seller, or in which any Seller has any interest or right;

(s) all customer data, customer lists, and information related to all customer purchases (the "Customer Information") (excluding from the foregoing any credit card numbers or related customer payment source, social security numbers, or other personally identifiable information the transfer of which would contravene applicable privacy Law and the Bankruptcy Code);

(t) all of Sellers' telephone and fax numbers;

(u) Except as set forth in the Sale Order, claims, causes of action, lawsuits, judgments, privileges, counterclaims, defenses, demands, right of recovery, rights of set-off, rights of subrogation and all other rights of any kind of the Sellers, including, without limitation, all avoidance claims or causes of action arising under sections 544, 547, 548, 549 and 550 of the Bankruptcy Code and any similar state Law, and all other claims, causes of action, lawsuits, judgments, privileges, counterclaims, defenses, rights of recovery, rights of set-off, rights of subrogation and all other rights of any kind under any other provision of the Bankruptcy Code or applicable Laws;

(v) all tangible and intangible assets included in the E-Commerce Platform or any similar e-commerce platform owned, operated, or controlled by any Seller (provided that to the extent any such assets include rights to which Sellers are entitled pursuant to any Contract, such rights shall only be included in the Acquired Assets if such Contract is a Transferred Contract);

(w) all (i) other than with respect to the Credit Card Receivables, rights to refunds relating to, and prepaid expenses and deposits attributable to, any Acquired Asset, and all rights under credit card merchant accounts, (ii) prepaid charges and deposits in respect of utilities (including any security deposit delivered to any utility company under the terms of the Utilities Order) with respect to the Assumed Leases, (iii) prepaid common area maintenance expenses relating to any Assumed Lease and security deposits for any Assumed Lease, (iv) business non-employee related insurance policies (to the extent assignable) and prepaid premiums in respect of the insurance policies to the extent in respect of periods on or after the Closing Date, (v) other than with respect to the Credit Card Receivables, ordinary holdbacks (including ordinary credit card holdback payments or protection reserves) in connection with or relating to any Acquired Asset, (vi) other deposits, prepaid charges, prepaid taxes relating to any post-closing tax period and expenses paid by the Sellers and other rights of the Sellers in connection with or relating to any Acquired Asset and (vii) all rights to receive any tax refunds, including (without limitation) federal and state income tax refunds;

(x) those guarantees, warranties, indemnities and similar rights in favor of the Sellers with respect to any Acquired Asset, to the extent conveyable;

(y) all rights of recovery, rights of set-off, rights of indemnity, contribution or recoupment, warranties, guarantees, rights, remedies, counter-claims, cross-claims and defenses, except expressly related to any Excluded Liability;

(z) all personnel files for Transferred Employees except as prohibited by Law; provided, however, that Sellers shall have the right to retain copies at Sellers' expense to the extent required by Law; and

(aa) an option is hereby granted from Sellers to Buyer to acquire on the Closing Date for an additional consideration of One (\$1.00) Dollar all of the Sellers right, title and interest, free and clear of all Liens, all of the issued and outstanding shares and other equity ownership interests, direct or indirect, owned by Sellers in Samson Trading and including any claim or rights to payment any Seller has or may assert against the Samson Trading (all such shares, other equity ownership interests and claims or rights to payments, collectively defined to as "Shares") subject

to the following: (i) the period of the option is from the date hereof through and including three (3) days immediately prior to the Closing Date (“Option Period”); (ii) during the Option Period, Buyer shall conduct due diligence review regarding the Shares, the Samson Trading and its business and Sellers shall reasonably cooperate and provide Buyer access to and copies of all such information, documents, records and personnel as Buyer may reasonably request related to or in connection therewith; (iii) prior to expiration of the Option Period, Buyer shall decide in its sole discretion whether to purchase or not purchase the Shares and shall notify the Seller Representative in writing of its decision (for purposes of clarity, the failure of Buyer to notify the Seller Representative of its decision to exercise or not exercise the option in writing by expiration of the Option Period shall be deemed to be a decision by Buyer not to acquire the Shares of the Samson Trading); (iv) in the event Buyer exercises this option to acquire the Shares, Sellers shall take all actions and steps reasonably necessary or appropriate to effectuate the transfer of ownership of the Shares of Samson Trading to Buyer, including without limitation, delivery of stock powers or other documents of transfer, all in form and substance reasonably satisfactory to Buyer within three (3) days of the Buyer’s exercise of this option but in no event later than the Closing Date; (v) during the Option Period and, as applicable, through the Closing Date, Sellers shall not cause or permit the Samson Trading to redeem any Shares, issue any additional Shares or issue or grant options or other similar rights to acquire, any shares or equity interests, direct or indirect, in Samson Trading or take any other action (or fail to take any action) that would adversely affect the value of the Samson Trading or the Shares.

provided, further, that notwithstanding anything to the contrary set forth in this definition, the Acquired Assets shall not include any Excluded Assets.

“Affiliate” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, where “control” means the power, directly or indirectly, to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract, or otherwise, provided, however, that notwithstanding the foregoing, except where expressly indicated otherwise, the term “Affiliate” shall not include, and is intended to specifically exclude, any non-Debtor Affiliate of the Sellers.

“Affiliate Agreement” has the meaning set forth in Section 3.15.

“Agreement” has the meaning set forth in the preamble.

“Allegedly Infringing Merchandise” means any Merchandise that is the subject of any Litigation which is pending, or threatened in writing against any Seller or its Affiliates or with respect to which any Seller or its Affiliates has received written notice, in each case that alleges that such Merchandise infringes any other Person’s Intellectual Property rights, including Merchandise intended to be withdrawn from advertisement or availability for sale due to such an allegation or claim.

“Assumed Leases” has the meaning set forth in Section 2.6(b).

“Assumed Liabilities” means only the following Liabilities:

(a) all Cure Costs under the Assumed Leases or Transferred Contracts as agreed to by the Buyer and the Sellers, and all Liabilities under the Assumed Leases or Transferred Contracts solely to the extent such Liabilities arise from and after the Closing Date;

(b) all Liabilities arising solely out of the ownership or operation of any Acquired Asset after the Closing;

(c) the Assumed Taxes;

(d) the Sales and Use Taxes arising and accruing solely on or after the Closing Date;

(e) the Payroll and Payroll Taxes arising and accruing solely on or after the Closing Date;

(f) the Payroll for the business operations of Samson arising solely on or after the Closing Date; and

(g) the PTO Obligations;

provided, however, that notwithstanding anything to the contrary set forth in this definition, (x) the Assumed Liabilities shall not include any rejection damages claims or administrative expenses and priority claims, except as set forth above, and (y) nothing in this definition shall be construed to limit Buyer's obligations under any Related Agreement; provided, further, however, that to the extent an Assumed Liability is or could be listed under more than one subparagraph of the definition of Assumed Liabilities, there shall be no double counting and the Buyer shall only be obligated to assume and pay the Assumed Liabilities once.

“Assumed Taxes” means any Liability for Taxes arising from the ownership or operation of the Business or the Acquired Assets for a Post-Closing Tax Period.

“Bankruptcy Case” means the jointly administered cases under chapter 11 of the Bankruptcy Code to be commenced by the Sellers, and continuing immediately thereafter, in the Bankruptcy Court.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Bankruptcy Case, and the general, local and chambers rules of the Bankruptcy Court.

“Bidding Procedures” means the bidding procedures for the solicitation and submission of bids for a sale, reorganization, or other disposition of Sellers or all or substantially all of their assets approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

“Bidding Procedures Order” means the order of the Bankruptcy Court entered on June 5, 2024 approving the Bidding Procedures [Docket No. 204].

“Bill of Sale and Assignment and Assumption Agreement” has the meaning set forth in Section 2.5(b).

“Business” has the meaning set forth in the recitals.

“Business Day” means any day, other than a Saturday, Sunday and any day which is a legal holiday under the Laws of the State of New York or is a day on which banking institutions located in the State of New York are authorized or required by Law or other governmental action to close.

“Buyer” has the meaning set forth in the preamble.

“Buyer Designee” has the meaning set forth in the preamble.

“Buyer Party Members” has the meaning set forth in Section 4.7(b).

“Cash Consideration” has the meaning set forth in Section 2.3(a).

“Cash Equivalents” means cash, checks, money orders, funds in time and demand deposits or similar accounts, marketable securities, short-term investments, and other cash equivalents and liquid investments.

“Claim” means any claim within the meaning of section 101(5) of the Bankruptcy Code.

“Closing” has the meaning set forth in Section 2.4.

“Closing Date” has the meaning set forth in Section 2.4.

“Closing Locations(s)” means those certain Stores that are conducting Store Closing Sales.

“Closing Working Capital Amount” means (a) with respect to the Samson Business, the sum of (i) the value of the Merchandise of the Samson Business, and (ii) the Accounts Receivable of the Samson Business, each as of 12:01 a.m. on the Closing Date, and (b) with respect to the E-Commerce Business, the value of the Merchandise of the E-Commerce Business as of 12:01 a.m. on the Closing Date.

“Closing Working Capital Statement” has the meaning set forth in Section 2.9(a).

“COBRA” means sections 601 through 608 of the Employee Retirement Income Security Act of 1974 and section 4980B of the IRC.

“COBRA Liabilities” has the meaning set forth in clause (h) of the definition of Excluded Liabilities.

“Confidential Information” has the meaning set forth in Section 5.8.

“Contract” means any agreement, contract, license, arrangement, commitment, promise, obligation, right, instrument, document, purchase order, sales order, or other similar commitment or instrument, whether written or oral, that is intending to be binding on the parties thereto (other than any Leases).

“Contracting Parties” has the meaning set forth in Section 9.14.

“Covered Employee” means an employee of the Business as of the date hereof whose duties relate primarily to the operations conducted at the E-Commerce Platform, including such employees who are on short-term disability, long-term disability or any other approved leave of absence as of the Closing.

“Credit Card Receivables” means the accounts receivable and other amounts owed to any of the Sellers in connection with any customer purchases, returns or exchanges from any Closing Location, or otherwise through the Business that are made with credit or debit cards or through other electronic payment methods such as but not limited to PayPal, Venmo, Apple Pay, Chase Pay, etc.

“Cure Costs” means all monetary Liabilities of the Sellers that must be paid or otherwise satisfied to cure all of Sellers’ monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by any Seller of Transferred Contracts and Assumed Leases only.

“Cure Notice” means those certain statements filed with the Bankruptcy Court regarding the Sellers’ potential assumption and assignment of Contracts and Leases and the related Proposed Cure Costs.

“Decree” means any judgment, decree, ruling, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, administrative order, or any other order of any Governmental Authority.

“Deposit” has the meaning provided in Section 2.3(b).

“Designation Rights Period” means the period commencing on the Closing Date and ending 11:59 p.m. Eastern time on the date that is ninety (90) days thereafter.

“Disclosure Schedule” has the meaning set forth in Article III.

“Domain Name Assignment Agreement” has the meaning set forth in Section 2.5(b).

“E-Commerce Platform” means the series of software and hardware applications (and related services) integrated into and used in the operation of, and through which Sellers sell inventory to consumers who place orders for such inventory through and any websites used by Sellers and related internet or “app” based sales, marketing, advertising, and social media channels, including the Contracts pursuant to which such software and hardware applications (and related services) are owned or licensed by Sellers.

“Encumbrances” means any claim, community or other marital property interest, condition, equitable interest, right of way, encroachment, servitude, right of first refusal or similar restriction, including any restriction on use, voting right (in the case of any security or equity interest), transfer right, right to receipt of income or exercise of any other attribute of ownership.

“Environmental Law” means all applicable Laws including any common law cause of action concerning (i) pollution or protection of the environment, or worker health and safety (relating to exposure to Hazardous Substances), or (ii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling, Release or threatened Release of Hazardous Substances.

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

“Escrow Account” means an escrow account with the Escrow Agent, as may be provided in the Sale Order or as otherwise mutually agreed between the Parties.

“Escrow Agent” means a commercial bank mutually agreeable to the Seller Representative and Buyer.

“Escrow Agreement” means an escrow agreement, in form and substance reasonably satisfactory to the Seller Representative and Buyer.

“Escrow Amount” has the meaning set forth in Section 2.8.

“Excluded Assets” means all assets of Sellers, other than the Acquired Assets, including, without limitation, the following assets:

(a) all Merchandise, Furnishing and Equipment and other tangible assets located at any Closing Location;

(b) all artwork, memorabilia, diplomas, and awards in the corporate offices, and personal instrument collections, that are (i) personally owned by the Ash family, (ii) listed in the Disclosure Schedule, and (iii) not otherwise included in the Merchandise, and all rights to use the personal name, “Sam Ash” for any purpose other than the trademark use required for the conduct of the Business set forth herein;

(c) any D&O policy or related tail policy;

(d) (i) organizational documents, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, stock certificates, other than those related to Samson Trading; and (ii) books and records related to (A) Taxes paid or payable by the Sellers or (B) any claims, obligations or liabilities not included in Assumed Liabilities, other than those related to Samson Trading;

(e) capital stock or other equity interests of any of the Sellers’s direct or indirect Subsidiaries;

- (f) all of Sellers' rights under this Agreement or any Related Agreement;
- (g) all of Sellers' rights under any Excluded Asset;
- (h) all Contracts other than the Transferred Contracts;
- (i) all Leases other than the Assumed Leases;
- (j) all prepaid common area maintenance expenses and security deposits relating to any Lease, other than the Assumed Leases;
- (k) all "employee benefit plans," as defined in section 3(3) of ERISA, including any multiemployer plans as defined in section 3(37) of ERISA, and all other material employee benefit plans or arrangements, subject to the proviso in Section 6.4(c);
- (l) any Customer Information or any Personal Information, the transfer of which hereunder would result in the violation of Law;
- (m) any credit card numbers or related customer payment source, or social security numbers, the transfer of which result in violation of Law;
- (n) all Credit Card Receivables; and
- (o) the Remaining Cash.

"Excluded Liabilities" means any and all Liabilities of Sellers, whether existing at the Closing or arising thereafter, other than the Assumed Liabilities. Without limiting the foregoing, the Buyer shall not be obligated to assume, and does not assume, and hereby disclaims all the Excluded Liabilities, including the following Liabilities of any of the Sellers or of any predecessor of any of the Sellers, whether incurred or accrued before or after the Closing:

- (a) any Liability of Sellers or of any of their predecessors associated with any and all indebtedness, including any guarantees of third-party obligations and reimbursement obligations to guarantors of Sellers' or any of their respective Subsidiaries' obligations, and including any guarantee obligations or imputed Liability through veil piercing incurred in connection with Sellers' Subsidiaries;
- (b) all Taxes, including Retained Taxes, other than Assumed Taxes and Transfer Taxes (which shall, for the avoidance of doubt, be allocated consistently with Section 6.5(a)) and the Sales and Use Taxes and Payroll Taxes arising solely on or after the Closing Date;
- (c) all Liabilities of Sellers or of any of their predecessors under this Agreement or any Related Agreement and the transactions contemplated hereby or thereby;
- (d) all Liabilities of any Subsidiaries of a Seller or of any of their predecessors;

(e) any Liabilities in respect of any Contracts or Leases that are not Transferred Contracts or Assumed Leases, including any Liabilities arising out of the rejection of any such Contracts or Leases pursuant to section 365 of the Bankruptcy Code;

(f) all Liabilities for fees, costs and expenses that have been incurred or that are incurred or owed by Sellers or of any of their predecessors in connection with this Agreement or the administration of the Bankruptcy Case (including all fees and expenses of professionals engaged by Sellers) and administrative expenses and priority claims accrued through the Closing Date (which such amounts shall be paid by Sellers from the proceeds collected in connection with the Excluded Assets) and all costs and expenses incurred in connection with (i) the negotiation, execution and consummation of the transactions contemplated under this Agreement and each of the other documents delivered in connection herewith, (ii) the negotiation, execution and consummation of any cash collateral or debtor in possession financing arrangement, and (iii) the consummation of the transactions contemplated by this Agreement, including any retention bonuses, “success” fees, change of control payments and any other payment obligations of Sellers or of any of their predecessors payable as a result of the consummation of the transactions contemplated by this Agreement and the documents delivered in connection herewith;

(g) subject to Section 6.3 hereof, and except for the Assumed Liabilities, all employment-related Liabilities of Sellers or of any of their predecessors, including, without limitation, all accrued and unpaid payroll (including service credit and accrued paid time off, whether earned pre- or post- Closing Date), payroll Taxes, severance, accrued vacation, workers’ compensation and other employee-related claims, and any claim under the WARN Act, with respect to COBRA Liabilities, or with respect to any applicable state or local corollary thereto, and any other Liabilities for any action resulting from Sellers’ employees’ separation of employment;

(h) all Liabilities of Sellers with respect to any terminated employees (or other individual who is a COBRA qualified beneficiary on account of the individual’s relation to an employee) with respect to COBRA, including any individual who becomes an “M&A qualified beneficiary” (within the meaning of Sections 601, *et. seq.*, of ERISA and Section 4980B of the IRC) (“COBRA Liabilities”);

(i) all Liabilities of Sellers or of any of their predecessors with respect to the termination of employment of the Sellers’ “insiders” (as such term is defined under the Bankruptcy Code);

(j) all Liabilities arising under or relating to “employee benefit plans,” as defined in section 3(3) of ERISA, including any multiemployer plans as defined in section 3(37) of ERISA, and all other material employee benefit plans or arrangements (including all assets, trusts, insurance policies and administration service contracts related thereto);

(k) all Liabilities of Sellers or of any of their predecessors to their respective equity holders respecting dividends, distributions in liquidation, redemptions of interests, option payments or otherwise, and any Liability of Sellers or of any of their predecessors pursuant to any Affiliate Agreement that is not a Transferred Contract;

(l) all Liabilities arising out of or relating to any business or property formerly owned or operated by any of the Sellers, any Affiliate or predecessor thereof, but not presently owned and operated by any of the Sellers;

(m) all Liabilities relating to claims, actions, suits, arbitrations, litigation matters, proceedings or investigations (in each case whether involving private parties, Governmental Authorities, or otherwise) involving, against, or affecting any Acquired Asset, the Business, Sellers, any of their Affiliates or predecessors, or any assets or properties of Sellers or of any of their predecessors, in each case arising out of the ownership or operation of the E-Commerce Platform or any Acquired Asset prior to the Closing;

(n) all Liabilities arising under Environmental Laws, other than to the extent arising out of the ownership or operation of the E-Commerce Platform or any Acquired Asset from and after the Closing;

(o) all accounts payable of the Sellers or of any of their predecessors; all Liabilities of Sellers or of any of their predecessors in respect of their employees;

(p) all Liabilities of Sellers or of any of their predecessors arising out of any Contract, Permit, or claim that is not transferred to Buyer hereunder;

(q) all Liabilities for all Professional Fees Amounts;

(r) Sellers' payroll Liabilities for the payroll period that includes the Closing Date;

(s) all claims and Liabilities arising under any Agreement for benefits payable pursuant to any healthcare plans of the Sellers; and

(t) all Liabilities relating to the Sellers' operation of stores and the retail sale of musical instruments and accessories at such stores.

"Express Representations" has the meaning set forth in Section 4.7(b).

"Final Closing Working Capital Amount" has the meaning set forth in Section 2.9(d).

"Final Order" means an order, judgment or other decree of the Bankruptcy Court or any other Governmental Authority of competent jurisdiction that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect and is no longer subject to appeal.

"Final Purchase Price Allocation" has the meaning set forth in Section 2.7.

"Furnishings and Equipment" means all tangible assets (other than Merchandise) owned by Sellers or leased or licensed by Sellers pursuant to any Transferred Contract and in each case located at the corporate offices, distribution centers and the E-Commerce Platform, including fixtures, trade fixtures, store models, shelving, machinery, equipment, computers, telephones, vehicles, appliances, tools, supplies, furniture, furnishings, janitorial and cleaning equipment,

partitions, desks, chairs, tables, telephone lines, cubicles, point-of-sale systems, graphics, branding, signs and signage (including any signs and signage on any buildings, pylons or monuments and any directional or other ground or off-premises signs and signage).

“GAAP” means United States generally accepted accounting principles consistently applied.

“Governmental Authority” means any federal, state, local, or foreign government or governmental, taxing or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity.

“Hazardous Substances” means any toxic or hazardous material, substance or waste as to which liability or standards or conduct may be imposed, or that is the subject of regulatory action or could otherwise give rise to liabilities or obligations under, any Environmental Laws, including petroleum product or by-product, asbestos-containing material, lead-containing paint or plumbing, polychlorinated biphenyls, per- and polyfluoroalkyl substances, radioactive material, toxic molds, and radon.

“Intellectual Property” means any and all worldwide rights in and to all intellectual property rights or assets (whether arising under statutory or common law, contract or otherwise), which include all of the following items: (i) inventions, discoveries, processes, designs, techniques, developments and related improvements whether or not patentable; (ii) patents, patent applications, industrial design registrations and applications therefor, divisions, divisionals, continuations, continuations-in-part, reissues, substitutes, renewals, registrations, confirmations, re-examinations, extensions and any provisional applications, or any such patents or patent applications, and any foreign or international equivalent of any of the foregoing (collectively, “Patents”); (iii) trademarks (whether registered, unregistered or pending), trade dress, service marks, service names, trade names, brand names, product names, logos, domain names, internet rights (including IP addresses and AS numbers), corporate names, fictitious names, other names, symbols (including business symbols), slogans, translations of any of the foregoing and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and (to the extent transferable by law) any applications or registrations in connection with the foregoing and all advertising and marketing collateral including any of the foregoing (collectively, “Trademarks”); (iv) work specifications, databases, drawings, sketches, and artwork; (v) technical, scientific and other know-how and information (including promotional material and tech packs and blocks), trade secrets, confidential information, methods, processes, practices, formulas, designs, patterns, assembly procedures, specifications; (vi) rights associated with works of authorship including copyrights, moral rights, design rights, rights in databases, copyright applications, copyright registrations, rights existing under any copyright laws and rights to prepare derivative works (collectively, “Copyrights”); (vii) work for hire; (viii) customer lists and databases, websites, social media sites and accounts (including the content contained therein, user names and passwords), diagrams, drawings, domain names, and all advertising and marketing materials and collateral (including all physical, digital, or electronic imagery and design files), samples, product catalogs, product designs and specifications (including tech specifications) vendor and merchandise supplier data and information, (ix) computer software and firmware, including data files, source code, object code and software-related specifications and documentation (collectively, “Software”), (x) all books and records, files, data, reports, computer

codes and sourcing data, advertiser and supplier lists, cost and pricing information, business plans, and manuals, blueprints, research and development files, and other records; (xi) financial, marketing and business data, pricing and cost information, business and marketing plans and other information, files, correspondence, records, data, plans, reports and recorded knowledge, historical trademark files, prosecution files in whatever media retained or stored, including computer programs and disks, (xii) the right to sue for past, current and future infringement and other remedies against infringement of any of the foregoing, and (xiii) rights to protection of interests in the foregoing under the laws of all jurisdictions.

“Intellectual Property Licenses” means (i) any grant to a third Person of any right to use any Intellectual Property owned by or licensed to the Sellers, other than Contracts (e.g., information technology, e-commerce, marketing) entered into in the Ordinary Course of Business pursuant to which Transferred Intellectual Property is licensed to any counterparty to such Contracts in the performance of such counterparty’s services to Sellers and/or their Subsidiaries thereunder, and (ii) any grant to the Sellers of a right to use a third Person’s Intellectual Property rights, and in each case, including any amendments thereto.

“Interest” means any interest within the meaning of section 363(f) of the Bankruptcy Code, including any interest of a Governmental Authority, and all other interests, pledges, security interests, rights of setoff, restrictions or limitations on use, successor liabilities, conditions, rights of first refusal, options to purchase, obligations to allow participation, agreements or rights, rights asserted in litigation matters, competing rights of possession, obligations to lend, matters filed of record that relate to, evidence or secure an obligation of the Sellers (and all created expenses and charges) of any type under, among other things, any document, instrument, agreement, affidavit, matter filed of record, cause, or state or federal Law, whether known or unknown, legal or equitable, and all liens, rights of offset, replacement liens, adequate protection liens, charges, obligations, or claims granted, allowed or directed in any Decree.

“IRC” means the Internal Revenue Code of 1986, as amended.

“IRS” means the Internal Revenue Service.

“Knowledge” of Sellers (and other words of similar import) means the actual knowledge of Jordan Meyers, as Chief Restructuring Officer of the Sellers.

“Law” means any applicable federal, state, municipal or local or foreign law, Decree (judicial or administrative), statute, code, constitutions, regulation, ordinance, decree, common law principle, rule, treaty, collective agreements, judgment or other requirement issued, enacted, adopted, promulgated, implemented or otherwise with similar effect of any Governmental Authority.

“Leases” means all leases, subleases, licenses, concessions, options, contracts, extension letters, easements, reciprocal easements, assignments, termination agreements, subordination agreements, nondisturbance agreements, estoppel certificates and other agreements (written or oral), and any amendments or supplements to the foregoing, and recorded memoranda of any of the foregoing, pursuant to which any Seller holds any leasehold or subleasehold estates.

“Liability” means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due) regardless of when arising.

“Licensed Goods” has the meaning set forth in that certain Consulting Agreement dated as of February 27, 2024, by and between SAMC and Tiger Capital Group, LLC (“Tiger”) and Gordon Brothers Retail Partners, LLC (“Gordon Brothers” and together with Tiger, collectively, the “Consultant”), as amended by that certain Addendum to Consulting Agreement dated as of April 24, 2024, by and between SAMC and Consultant.

“Lien” means any lien (statutory or otherwise), Claim, Encumbrance, Interest, Liability, deed of trust, right of first offer, easement, servitude, transfer restriction under any shareholder or similar agreement, mortgage, pledge, lien, charge, security interest, option, right of first refusal, easement, security agreement or other encumbrance or restriction on the use or transfer of any property, hypothecation, license, preference, priority, covenant, right of recovery, order of any Governmental Authority, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, and (iii) any leasehold interest, license, or other right, in favor of a third party or Sellers, to use any portion of the Acquired Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown; provided, however, that “Lien” shall not be deemed to include any license of Intellectual Property.

“Litigation” means any action, cause of action, suit, claim, investigation, audit, demand, hearing or proceeding, whether civil, criminal, administrative, or arbitral, whether at law or in equity, before any Governmental Authority.

“Licensed Intellectual Property” means any Intellectual Property that is licensed to any Seller pursuant to an Intellectual Property License.

“Material Adverse Effect” means any event, change, occurrence or effect that, individually or in the aggregate, (i) has had, or would reasonably be expected to have, a material adverse effect on the scope or condition (financial or otherwise) of the Acquired Assets, Assumed Liabilities or the Business, taken as a whole, or (ii) prevents, materially impedes or materially delays or would reasonably be expected to prevent, materially impede or materially delay, the consummation by the Sellers or the Buyer of the transactions contemplated by this Agreement; provided, however, that with respect to clause (i); no effect, change, event or occurrence arising out of or resulting from the following, shall constitute or be taken into account, individually or in the aggregate, in determining whether there has been or will be a Material Adverse Effect: (a) general business or economic conditions in any of the geographical areas in which the Business operates or affecting retail musical instrument and accessories stores generally; (b) national or international political or social conditions, including the engagement by any country in hostilities, or the occurrence of any military or terrorist attack; (c) any event, change, occurrence or effect affecting United States financial, banking, or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (d) the occurrence of any act of God or other

calamity or force majeure events; (e) changes in Law or GAAP; (f) the taking of any action expressly required by this Agreement or at the prior written request of Buyer or its Affiliates; (g) the negotiation, announcement or pendency of this Agreement or the consummation of the sale and assumption contemplated hereby or the identity, nature or ownership of Buyer; (h) any seasonal fluctuations in the Business; (i) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Buyer or its Affiliates or Representatives) (but, for the avoidance of doubt, not the underlying causes of any such failure to the extent such underlying cause is not otherwise excluded from the definition of Material Adverse Effect); (j) any breach by Buyer of this Agreement; (k) any filing or motion made under sections 1113 or 1114 of the Bankruptcy Code; (l) SARS-CoV-2 or COVID-19, and any evolutions thereof or related or associated epidemics, pandemics or disease outbreaks (“COVID-19”) or any quarantine, “shelter in place”, “stay at home”, workforce reduction, social distancing, shut down, closure, sequester or any other Law, order, directive, guidelines or recommendations by any Governmental Authority in connection with or in response to COVID-19, or (m) any effect resulting from the filing or pendency of the Bankruptcy Case, any order of the Bankruptcy Court or any actions or omissions of Sellers taken or not taken in order avoid a violation of such order; except, in the case of each of clauses (a), (b), (c), (d), or (e), to the extent that the Acquired Assets, the Assumed Liabilities or the Business, taken as a whole, are disproportionately affected thereby as compared with other participants in the industries in which Sellers operate.

“Merchandise” shall mean all inventory owned by any Seller, wherever located. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, “Merchandise” shall not include: (i) goods which belong to sublessees, licensees, department lessees, or concessionaires of any Seller; (ii) goods held by any Seller on memo, on consignment, or as bailee; (iii) Furnishings and Equipment or improvements to real property, (iv) Licensed Goods; (v) Allegedly Infringing Merchandise; and (vi) Violative Merchandise.

“Merchandise List” means, to the Knowledge of Sellers, a true and correct list of all Allegedly Infringing Merchandise and Violative Merchandise (including whether any such Merchandise is physically located at any store as of the Closing sufficient to reasonably identify and locate such Merchandise).

“Non-Party Affiliates” has the meaning set forth in Section 9.14.

“Notice of Objection” has the meaning set forth in Section 2.9(b).

“Ordinary Course of Business” means the ordinary and usual course of normal day to day operations of the Business as conducted by the Sellers through the date hereof consistent with past practice and taking into account the commencement and pendency of the Bankruptcy Case.

“Outside Date” has the meaning set forth in Section 8.1(k).

“Owned Intellectual Property” means all Intellectual Property owned or purported to be owned by the Sellers.

“Parties” has the meaning set forth in the preamble.

“Patent Assignment Agreement” has the meaning set forth in Section 2.5(b).

“Payroll” means the ordinary and usual course of payroll of the Business.

“Payroll Taxes” payroll, employee withholding and other similar taxes associated with the Business.

“Permit” means any franchise, approval, permit, license, order, registration, certificate, variance or similar right obtained from any Governmental Authority.

“Permitted Lien” means (a) Liens for Taxes (i) not yet due and payable, or (ii) which are being contested in good faith by appropriate proceedings, in each case, solely to the extent set forth on the Sellers’ financial statements in accordance with GAAP and for which proper reserves have been established; (b) mechanic’s, workmen’s, repairmen’s, warehousemen’s, carrier’s or other similar Liens, including all statutory liens, arising or incurred in the Ordinary Course of Business; (d) with respect to real property, zoning, building codes and other land use Laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property; (e) non-exclusive licenses of Intellectual Property in the Ordinary Course of Business that are listed in the Disclosure Schedule; and (f) easements, covenants, conditions, restrictions and other similar matters affecting title to real property and other encroachments and title and survey defects.

“Permitted Post-Closing Lien” shall mean (i) with respect to real property leased or owned by Sellers, zoning restrictions, building codes and other land use Laws regulating the use or occupancy of real property and (ii) any encumbrances on the interest of any landlord or sublandlord or underlying fee interest of any Assumed Lease.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or any other entity, including any Governmental Authority or any group of any of the foregoing.

“Personal Information” has the meaning set forth in Section 3.12.

“Post-Closing Tax Period” means any taxable period beginning after the Closing Date.

“Pre-Closing Tax Period” means any taxable period ending on or prior to the Closing Date.

“Professional Fees Amount” means an amount equal to all fees and expenses incurred and estimated to be incurred on or prior to the Closing Date (regardless of whether such fees and expenses have been approved by the Bankruptcy Court as of the Closing Date) by any professional retained pursuant to sections 327 and 1103 of the Bankruptcy Code in the Bankruptcy Case.

“Proposed Cure Costs” has the meaning set forth in Section 2.6(a).

“PTO Obligations” means, in accordance with applicable law, earned, accrued but unused vacation pay, sick leave or other paid time off, and other employee-related claims to any Transferred Employee, which amount shall be honored in connection with Section 6.3(e),

excluding in all cases all such amounts due to insiders or senior management of any of the Sellers as identified in the Disclosure Schedule.

“Purchase Price” has the meaning set forth in Section 2.3(a).

“Purchase Price Allocation” has the meaning set forth in Section 2.7.

“Related Agreements” means the Bill of Sale and Assignment and Assumption Agreement, the Trademark Assignment Agreement, the Domain Name Assignment Agreement, the Patent Assignment Agreement, the Escrow Agreement and any certificates delivered pursuant to this Agreement.

“Release” means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposal, dumping, dispersing, leaching or migrating in, into, onto or through the indoor or outdoor environment.

“Remaining Cash” means all Cash Equivalents of Sellers related to the Business as of the Closing Date (other than the Cash Consideration paid under this Agreement).

“Representative” means, when used with respect to a Person, the Person’s controlled and controlling Affiliates (including Subsidiaries) and such Person’s and any of the foregoing Persons’ respective officers, directors, managers, members, shareholders, partners, employees, agents, representatives, advisors (including financial advisors, bankers, consultants, legal counsel, and accountants), and financing sources.

“Requesting Party” has the meaning set forth in Section 6.2.

“Retained Taxes” means any Liability for Taxes (i) arising from or related to the Sellers’ ownership or operation of the Business or the Acquired Assets prior to the Closing, except to the extent of any Assumed Taxes, (ii) of any and all Sellers (or for which any Seller or any of their Affiliates are otherwise liable, including as a transferee, successor, by contract or otherwise, or arising as a result of being or having been a member of any consolidated, combined, unitary or other group or being or having included or required to be included in any Tax Return related thereto), except to the extent of any Assumed Taxes, or (iii) in respect of any Excluded Assets. For the avoidance of doubt, Transfer Taxes shall be governed by Section 6.5(a).

“Review Period” has the meaning set forth in Section 2.9(a).

“Sale Hearing” means the hearing for (i) approval of, among other things, this Agreement and the transactions contemplated herein and (ii) entry of the Sale Order.

“Sale Order” means the sale order or orders, in form and substance reasonably satisfactory to Buyer inter alia, (i) approving this Agreement and the terms and conditions hereof and (ii) approving and authorizing Sellers to consummate the transactions contemplated hereby.

“Sales Tax” means any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts

imposed with respect thereto) imposed by any tax authority on the Business for the sale of the Sellers' Merchandise.

“Samson” has the meaning set forth in the preamble.

“Samson Trading” shall mean Shenzhen Co., Ltd., a Chinese limited liability company.

“Seller Fundamental Representations” has the meaning set forth in Section 7.1(a).

“Seller Related Parties” has the meaning set forth in Section 5.8.

“Seller Representative” means Jordan Meyers, CRO, or such other Person as may be appointed as the Seller Representative after the date hereof pursuant to Section 9.18.

“Sellers” has the meaning set forth in the preamble.

“Store Closing Order” means, that certain *Final Order (I) Authorizing the Debtors to Assume and Perform under the Consulting Agreement Related to the Sale of Inventory, (II) Approving Procedures for the Sale of Inventory, (III) Approving Modifications to Certain Customer Programs, and (IV) Granting Related Relief* in the Bankruptcy Case.

“Store Closing Sales” means those “store closing” or other similarly themed sales conducted pursuant to the Store Closing Order.

“Stores” means those certain retail stores operated by Sellers.

“Subsidiary” means, with respect to any Person, means, on any date, any Person (a) the accounts of which would be consolidated with and into those of the applicable Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date or (b) of which securities or other ownership interests representing more than fifty percent of the equity or more than fifty percent (50%) of the ordinary voting power or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests or more than fifty percent of the profits or losses of which are, as of such date, owned, controlled or held by the applicable Person or one or more subsidiaries of such Person.

“Target Working Capital Amount” means (a) with respect to the Merchandise and Accounts Receivable being purchased from Samson in connection with the Samson Business, Six Million Five Hundred Thousand Dollars (\$6,500,000) as of 12:01 a.m. on the Closing Date (based on such Sellers cost of the Merchandise), and (b) with respect to the Merchandise being purchased from Sellers (other than Samson) in connection with the E-Commerce Business, One Million Dollars (\$1,000,000) as of 12:01 a.m. on the Closing Date (based on such Sellers cost of the Merchandise).

“Tax” or “Taxes” means any United States federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under section 59A of the IRC), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, escheat or unclaimed property, value

added, alternative or add-on minimum, estimated or other tax of any kind whatsoever (including withholding on amounts paid to or by any Person), whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty or addition thereto and any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

“Tax Return” means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Trademark Assignment Agreement” has the meaning set forth in Section 2.5(b).

“Transfer Tax” has the meaning set forth in Section 6.5(a).

“Transferred Contracts” has the meaning set forth in Section 2.6(b).

“Transferred Intellectual Property” means all Intellectual Property transferred to Buyer or a Buyer Designee on the Closing (or such other later date as may be provided in this Agreement).

“Utilities Order” means, that certain “*Interim Order (I) Approving the Debtors’ Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors’ Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief*” entered in the Bankruptcy Case.

“Violative Merchandise” means any item of Merchandise the sale of which by Sellers would be in violation of an applicable Law.

“WARN Act” means, collectively, the Worker Adjustment and Retraining Notification Act of 1989 and any similar state or local Law.

Section 1.2 Interpretations. Unless otherwise indicated herein to the contrary:

When a reference is made in this Agreement to an Article, Section, Exhibit, Schedule, clause or subclause, such reference shall be to an Article, Section, Exhibit, Schedule, clause or subclause of this Agreement. The words “include,” “includes” or “including” and other words or phrases of similar import, when used in this Agreement, shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “if” and other words of similar import shall be deemed, in each case, to be followed by the phrase “and only if.” The use of “or” herein is not intended to be exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. All terms defined in this Agreement have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein. References herein to a Person are also to its successors and permitted assigns. Any reference herein to a Governmental Authority shall be deemed to

include reference to any successor thereto. Any reference herein to “Dollars” or “\$” shall mean United States dollars. Except where the context caps the amount or includes a “not to exceed” amount (or similar such limitation), Buyer acknowledges and agrees that the specification of any dollar amount in the representations, warranties, or covenants contained in this Agreement is not intended to imply that such amounts or higher or lower amounts are or are not material, and Buyer shall not use the fact of the setting of such amounts in any dispute or controversy between the Parties as to whether any obligation, item, or matter is or is not material. References in this Agreement to materials or information “furnished to Buyer” and other phrases of similar import include all materials or information made available to Buyer or its Representatives in the data room prepared by Sellers or provided to Buyer or its Representatives in response to requests for materials or information. If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. The words “to the extent” shall mean “the degree by which” and not “if.”

ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, effective as of the Closing and continuing through the Designation Rights Period, (a) Buyer shall have the right and the option to designate itself and/or one or more Buyer Designees to purchase and accept all or a portion of the Acquired Assets, and (b) Sellers will sell, transfer, assign and convey directly to Buyer and/or such Buyer Designee, as applicable, all of Sellers’ right, title and interest in, to and under the Acquired Assets so designated by the Buyer and/or Buyer Designee. From and after the Closing, the Sellers shall hold the Acquired Assets strictly in trust for the benefit of Buyer, if applicable.

Section 2.2 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, effective as of the Closing, Buyer will assume and become responsible for the Assumed Liabilities. Buyer agrees to pay, perform, honor, and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms thereof, including paying all Cure Costs. For the avoidance of doubt, Sellers shall not be liable for, and shall have no obligation to pay or cause to be paid, the Assumed Liabilities, including paying any Cure Costs.

Section 2.3 Consideration.

(a) The purchase price payable by Buyer to Sellers hereunder (collectively, the “Purchase Price”) shall be (i) Buyer’s assumption of the Assumed Liabilities; (ii) a cash payment of Fifteen Million Two Hundred Thousand Dollars (\$15,200,000.00) (the “Cash Consideration”), less the amount of PTO Obligations actually assumed by Buyer on the Closing Date, and less the

amount of any adjustment pursuant to Section 2.9 below, if any; and (iii) payment of the Cure Costs, if any, as set forth herein.

(b) Pursuant to the Bidding Procedures Order, Buyer has delivered the aggregate amount of One Million Five Hundred Twenty Thousand Dollars (\$1,520,000.00) to the escrow account as provided in the Bidding Procedures Order (said amount, together with any interest accrued thereon prior to the Closing Date, the “Deposit”) which shall be applied as follows: (i) if the Closing shall occur, then the Deposit shall be applied towards the Cash Consideration to be paid pursuant to Section 2.3(a) and paid to Sellers at Closing; (ii) if this Agreement is terminated for any reason, then the Deposit shall be paid in accordance with the terms of the Bidding Procedures Order.

(c) At the Closing, Buyer shall deliver or cause to be delivered to Sellers an amount in cash equal to the Cash Consideration *less* the Deposit *less* the Escrow Amount (which shall be paid directly by Buyer to the Escrow Agent in accordance with Section 2.8) *less* the difference between the Closing Working Capital Amount and the Target Working Capital Amount (if any), by wire transfer of immediately available funds to such account designated in writing by Sellers at least one Business Day prior to Closing.

Section 2.4 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place by telephone conference and electronic exchange of documents (or, if the Parties agree to hold a physical closing, at the offices of Cole Schotz P.C., located at 25 Main Street, Hackensack, New Jersey 07601 or such other location as shall be mutually agreed upon by Sellers and Buyer) commencing at 8:00 a.m. local time on a date (the “Closing Date”) that is the third (3rd) Business Day following the date upon which all of the conditions to the obligations of Sellers and Buyer to consummate the transactions contemplated hereby set forth in Article VII (other than conditions that by their nature are to be satisfied at the Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived, or on such other date as shall be mutually agreed upon by the Seller Representative and Buyer prior thereto. The Closing shall be effective as of 12:01 a.m. New York Time on the Closing Date for all purposes of this Agreement (including for Tax and accounting purposes).

Section 2.5 Deliveries.

(a) Prior to expiration of the Designation Rights Period, Buyer may designate one or more Buyer Designees to purchase or take transfer, assignment or conveyance of one or more Acquired Assets and/or assume one or more Assumed Liabilities, and Sellers hereby agree to sell, transfer, assign, or convey all such Acquired Assets and Assumed Liabilities to all such Buyer Designees as Buyer may designate.

(b) At the Closing, Sellers will deliver to Buyer or each Buyer Designee: (i) one or more duly executed Bill of Sale and Assignment and Assumption Agreement substantially in the form of Exhibit A (ii) a duly executed Trademark Assignment Agreement, substantially in the form of Exhibit B (the “Trademark Assignment Agreement”); (iii) a duly executed Domain Name Assignment Agreement, substantially in the form of Exhibit C (the “Domain Name Assignment Agreement”); (iv) a duly executed Patent Assignment Agreement, substantially in the form of Exhibit D (the “Patent Assignment Agreement”); (v) the Merchandise List; (vi) a duly

executed counterpart of the Escrow Agreement and (vii) such other agreements, certificates, instruments and documents as Buyer or any Buyer Designee may reasonably request.

(c) At the Closing, Buyer or each Buyer Designee will deliver to Sellers: (i) the Bill of Sale and Assignment and Assumption Agreement duly executed by Buyer or Buyer Designee, as applicable; (ii) the Trademark Assignment Agreement duly executed by Buyer or Buyer Designee, as applicable; (iii) the Domain Name Assignment Agreement duly executed by Buyer or Buyer Designee, as applicable; (iv) the Patent Assignment Agreement, duly executed by Buyer or Buyer Designee, as applicable; (v) a duly executed counterpart of the Escrow Agreement and (vi) such other agreements, certificates, instruments and documents as Sellers shall reasonably request.

Section 2.6 Assumption/Rejection of Certain Contracts and Leases; Non-Assignment.

(a) Schedule 2.6(a)(1) sets forth, to the Knowledge of Sellers, a true and complete list, as of the date hereof, of all executory Contracts and unexpired Leases to which any Seller is a party, including the Sellers' proposed Cure Costs associated with each such Contract and unexpired Lease set forth therein (the "Proposed Cure Costs").

(b) From and after the date hereof until the Closing Date, Buyer may, in its sole discretion, designate any Contract or Lease listed on Schedule 2.6(a)(1) for assumption and assignment or rejection effective subsequent to the Closing as set forth in this Section 2.6(b) (each a "Designated Contract/Lease"). Any Contract or Lease that is not a Designated Contract/Lease shall be deemed designated for rejection effective on and as the Closing. Any Designated Contract/Lease shall be maintained by the Sellers until the expiration of the Designation Rights Period, with the Buyer to receive the benefits of such Designated Contract/Lease and to be responsible for the obligations incurred on or after the Closing Date under such Designated Contract/Lease from the Closing Date until the Buyer designates such Designated Contract/Lease as Transferred Contracts or Assumed Leases or "Rejected" as set forth in Section 2.6(c), at which time the Sellers shall use best efforts to effectuate such determination. Buyer shall directly pay, prior to the dates when due, all fees, costs and expenses associated with any Designated Contract/Lease.

(c) From and after the Closing Date until the expiration of the Designation Rights Period, Buyer may, in its sole discretion, (i) designate a Designated Contract/Lease for assumption and assignment to Buyer or its Buyer Designee, effective on and as of the Closing (such Contracts, together with any other Contracts assumed by Seller and assigned to Buyer or its Buyer Designee pursuant to this Agreement, the "Transferred Contracts"), (ii) designate a Designated Contract/Lease for assumption and assignment to Buyer or its Buyer Designee, effective on and as of the Closing (such Leases, together with any other Leases assumed by Seller and assigned to Buyer or its designee pursuant to this Agreement, the "Assumed Leases"), or (iii) designate a Designated Contract/Lease for rejection effective on and as of the Closing. The Transferred Contracts and Assumed Leases as of the date hereof that are to be assumed and assigned effective on and as of the Closing are set forth on Schedule 2.6(b) hereto, which Schedule shall be (and shall be deemed) modified or supplemented to reflect additions or removals, as applicable, of Leases and Contracts that are (i) designated for assumption and assignment as set forth in this Section 2.6(c) and (ii) designated for rejection. If a Designated Contract/Lease is not

designated for assumption and assignment or rejection by the expiration of the Designation Rights Period, such Designated Contract/Lease shall be deemed designated for rejection effective on and as the Closing.

(d) Sellers shall take all actions reasonably required to assume and assign the Transferred Contracts and Assumed Leases to Buyer or its Buyer Designee, including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such Contracts or Leases and, if necessary, to obtain an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Contracts or Leases to Buyer or its designee satisfies all applicable requirements of section 365 of the Bankruptcy Code.

(e) Buyer shall take all actions reasonably required for Sellers to assume and assign the Transferred Contracts and Assumed Leases to Buyer, including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such Contracts or Leases and, if necessary, to obtain an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Contracts or Leases to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code. Buyer acknowledges and agrees that it shall be solely responsible for ensuring that all of the credit support provisions of the applicable Transferred Contract or Assumed Lease to which they relate are solely satisfied by Buyer.

(f) Buyer shall as promptly as reasonably practicable, but in any event upon assumption of any Transferred Contract or Assumed Lease hereunder, pay all Cure Costs (if any) in connection with any such assumption.

(g) Notwithstanding the foregoing and anything herein to the contrary, and subject to Section 5.4, a Contract or Lease shall not be assigned to, or assumed by, Buyer or its designee hereunder to the extent that such Contract or Lease (i) is terminated by a Seller (subject to Section 5.2(b)(vi)) or the counterparty thereto, or terminates or expires by and in accordance with its terms, on or prior to the Closing and is not continued or otherwise extended upon assumption, or (ii) requires a consent or authorization from a Governmental Authority (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Buyer or its designee of the applicable Seller's rights under such Contract or Lease, and such consent or authorization has not been obtained prior to the Closing. In the event that any Transferred Contract or Assumed Lease is deemed not to be assigned pursuant to clause (ii) of this Section 2.6(g), the Closing shall nonetheless occur subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such consent or authorization is obtained and six (6) months following the Closing (or the remaining term of such Contract or Lease or the closing of the Bankruptcy Case, if shorter), Sellers and Buyer shall (A) use reasonable best efforts to secure such consent or authorization as promptly as practicable after the Closing, and (B) cooperate in good faith to allow Buyer or its Buyer Designee to perform the obligations thereunder on Sellers' behalf, in all cases, without infringing upon the legal rights of any third party, including by good faith cooperation with any lawful and commercially reasonable arrangement reasonably proposed by Buyer, including subcontracting, licensing or sublicensing to Buyer any or all of any Sellers' rights and obligations with respect to any such Contract or Lease, under which (1) Buyer shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related Tax costs imposed on Sellers or their respective Affiliates) under such Contract or Lease with respect to which the consent and/or

authorization has not been obtained, and (2) Buyer shall assume any related burden (net of the amount of any related Tax benefit obtained by Sellers or their respective Affiliates) and obligation (including performance) with respect to such Contract or Lease. Upon satisfying all such requisite consent or authorization requirements applicable to such Contract or Lease after the Closing, such Contract or Lease shall promptly be transferred and assigned to Buyer in accordance with the terms of this Agreement.

Section 2.7 Allocation. Buyer and Sellers agree to allocate the Purchase Price and all other relevant items among the Acquired Assets in accordance with section 1060 of the IRC and the Treasury Regulations (the “Allocation Principles”). No later than forty-five (45) days after the Closing Date, Buyer shall in good faith prepare and deliver to the Seller Representative an allocation of the Purchase Price (and all other relevant items) as of the Closing Date among the Acquired Assets determined in a manner consistent with the Allocation Principles (the “Purchase Price Allocation”) for Sellers’ review and approval (such approval not to be unreasonably withheld, conditioned or delayed). Any reasonable comments provided by the Seller Representative to the Buyer under this Section 2.7 shall be considered by the Buyer in good faith. The Purchase Price Allocation shall be conclusive and binding on the parties unless the Seller Representative notifies Buyer in writing that Sellers object to one or more items reflected in the Purchase Price Allocation, and specifies the reasonable basis for such objection, within thirty (30) days after delivery to the Seller Representative of the Purchase Price Allocation. In the case of such an objection, the Seller Representative and Buyer shall negotiate in good faith to resolve any disputed items. Any resolution by the Seller Representative and Buyer shall be conclusive and binding on the Parties once set forth in writing (any such conclusive and binding Purchase Price Allocation, the “Final Purchase Price Allocation”). If the Seller Representative and Buyer are unable to resolve all disputed items within twenty (20) days after the delivery of the Seller Representative’s written objection to Buyer, each of Buyer and Sellers may separately determine the allocation of the Purchase Price, and there shall be no Final Purchase Price Allocation. Buyer and Sellers agree (and agree to cause their respective Subsidiaries and Affiliate) to prepare, execute, and file IRS Form 8594 and all Tax Returns on a basis consistent with the Allocation Principles, and if any, the Final Purchase Price Allocation. None of the Parties will take any position inconsistent with the Final Purchase Price Allocation, if any, on any Tax Return or in any audit or Tax proceeding, unless otherwise required by a final “determination” within the meaning of section 1313 of the IRC (or comparable provision of state, local or foreign Tax Law). Notwithstanding the foregoing, the Parties recognize that certain allocations may be necessary prior to the above time schedule, such as in the case of any Transfer Tax filings, and agree to reasonably cooperate in determining the appropriate allocation in a timely manner. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 2.7 shall survive the Closing without limitation.

Section 2.8 Escrow Account. At the Closing, Buyer shall deposit an amount in cash equal to Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the “Escrow Amount”) into the Escrow Account, which Escrow Amount shall be held by the Escrow Agent in accordance with the terms of the Escrow Agreement and shall be used to satisfy payment obligations, if any, of Sellers under the adjustment set forth in Section 2.9, subject to the terms of this Agreement. On the date that is forty-five (45) days from the Closing Date, the Parties shall instruct the Escrow Agent to release to Sellers any amounts then remaining in the Escrow Account less the amount of

any pending and unresolved claims under Section 2.9, which amount (or portions thereof) shall be released to the applicable parties promptly after final resolution of any such claims.

Section 2.9 Closing Working Capital Adjustment.

(a) On the date that is two (2) Business Days prior to the anticipated Closing Date, the Seller Representative shall deliver to Buyer a written statement including the Sellers' good faith determination of the Closing Working Capital Amount, and a reasonably detailed explanation in support thereof (the "Closing Working Capital Statement"). Buyer shall have thirty (30) days following the Closing Date to review the Closing Working Capital Statement and Sellers' determination of the Closing Working Capital Amount set forth therein (the "Review Period").

(b) If Buyer disagrees with the Sellers' determination of the Closing Working Capital Amount, Buyer may, on or prior to the last day of the Review Period, deliver a written notice to the Seller Representative (a "Notice of Objection") of its objection to the Sellers' determination of the Closing Working Capital Amount. Any Notice of Objection shall specify those items and amounts with which Buyer disagrees, and shall include a reasonably detailed explanation of the reason for disagreement with each such item and amount and Buyer's calculation of the Closing Working Capital Amount based on such objections. If Buyer delivers the Notice of Objection to the Seller Representative on or prior to the last day of the Review Period, the Seller Representative and Buyer shall, during the fifteen (15) days following such delivery or any mutually agreed extension thereof, use their commercially reasonable efforts to reach agreement on the disputed items and amounts in order to finally determine the amount of the Closing Working Capital Amount. If Buyer does not deliver a Notice of Objection to the Seller Representative on or prior to the last day of the Review Period, Buyer shall be deemed to have accepted the Sellers' calculation of the Closing Working Capital Amount set forth in the Closing Working Capital Statement, and such Closing Working Capital Amount shall be final, conclusive and binding on the Parties.

(c) Within three (3) Business Days after the Closing Working Capital Amount has been finally determined pursuant to this Section 2.9 (the "Final Closing Working Capital Amount"), if the Final Closing Working Capital Amount is less than the Closing Working Capital Amount by more than \$50,000, then Buyer and the Seller Representative shall provide a joint written instruction to the Escrow Agent to deliver to Buyer from the Escrow Account the amount of any such shortfall to an account designated in writing by Buyer at least one Business Day prior to such transfer. If the Final Closing Working Capital Amount is not less than the Closing Working Capital Amount by more than \$50,000, then Buyer and the Seller Representative shall provide a joint written instruction to the Escrow Agent to deliver to Sellers all funds in the Escrow Account to an account designated in writing by the Seller Representative at least one Business Day prior to such transfer.

(d) Unless otherwise required by Law, the parties agree that any payment required to be made pursuant to this Section 2.9 shall be treated for all Tax purposes as an adjustment to the Purchase Price.

Section 2.10 Removal of Excluded Assets. As promptly as practicable following the Closing Date (and in any event within thirty (30) Business Days), Sellers shall remove at their expense all of the tangible Excluded Assets that are located at any location that is subject to a Transferred Contract of Assumed Lease and, if requested by the Seller Representative, Buyer shall reasonably cooperate with Sellers so that Sellers can arrange transportation of such Excluded Assets to a location designated by Sellers at Sellers' expense. Notwithstanding the foregoing, Buyer shall be under no obligation to identify any Excluded Asset, and shall have no obligation to incur any cost with respect to the removal, storage, maintenance or similar for, and shall have no liability related to, any Excluded Asset.

Section 2.11 Withholding. Buyer and any other applicable withholding agent shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement any amount that Buyer or such other withholding applicable agent, as the case may be, is required to deduct and withhold under any provision of Law; provided, however, that the Buyer shall use reasonable efforts to provide the applicable payee with (a) written notice upon the Buyer becoming aware that any deduction or withholding is required and (b) the opportunity to reduce or eliminate any such withholding obligation. All such withheld amounts shall be treated as delivered to the Sellers hereunder.

ARTICLE III SELLERS' REPRESENTATIONS AND WARRANTIES

Except as set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedule"), Sellers represent and warrant to Buyer, as of the date hereof and as of the Closing Date, as follows:

Section 3.1 Organization of Sellers; Good Standing. Each Seller is duly organized, validly existing and in good standing under the Laws of the state of its formation and has all requisite corporate power and authority to own, lease and operate its assets and to carry on its business as currently and historically conducted, except where the failure to be so qualified would not have or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.2 Authorization of Transaction. Subject to the Bankruptcy Court's entry of the Sale Order, each Seller has full power and authority (including full corporate power and authority) to execute, deliver and perform this Agreement, the Related Agreements, and all other agreements contemplated hereby to which it is or will be a party and to perform its obligations hereunder and thereunder. The execution, delivery, and performance of this Agreement, the Related Agreements, and all other agreements contemplated hereby to which each Seller is or will be a party have been duly authorized by such Sellers. Upon due execution hereof by each Seller, this Agreement, the Related Agreements, and all other agreements contemplated hereby (assuming due authorization and delivery by Buyer) shall constitute, subject to the Bankruptcy Court's entry of the Sale Order, the valid and legally binding obligation of such Sellers, enforceable against such Sellers in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar Laws relating to creditors' rights and general principles of equity.

Section 3.3 Title to Assets.

(a) The Sellers have good and valid title to, or, in the case of leased or subleased Acquired Assets, valid and subsisting leasehold interests in, all Acquired Assets, free and clear of all Liens (other than Permitted Liens). Pursuant to the Sale Order, Sellers will convey such title to or rights to use, all of the tangible Acquired Assets, free and clear of all Liens (other than Permitted Liens and Permitted Post-Closing Liens).

(b) Samson owns 100% of the Shares. Other than pursuant to this Agreement, there is no contractual obligation pursuant to which Samson has, directly or indirectly, granted any option, warrant or other right to any Person to acquire any of the Shares to be sold by Samson. Samson is not party to any voting agreement, voting trust, registration rights agreement or other similar agreement or arrangement with respect to the Shares.

Section 3.4 Transferred Contracts and Assumed Leases. The Sellers have made available to the Buyer true and complete copies of all Contracts and Leases material to the operation of the Business.

Section 3.5 Real Property. Sellers have provided a true and complete listing of all real property leased by any Seller and exclusively used in connection with the Business and a list of all material leases for each leased real property involving annual payments of at least \$10,000.

Section 3.6 Labor Relations.

(a) Except as set forth in Section 3.6 of the Disclosure Schedule, no Seller is a party to or bound by any collective bargaining agreement.

(b) Sellers are in compliance with all applicable laws pertaining to employment and employment practices to the extent they relate to employees of the Business, except for such non-compliance as would not result in a material and adverse effect on the Business.

(c) Sellers have provided to Buyer a true and complete list of all employees of Sellers with respect to the Business.

Section 3.7 [Reserved]

Section 3.8 Litigation; Decrees. There is no Litigation pending or, to the Sellers' knowledge, threatened, that challenges the validity or enforceability of this Agreement or seeks to enjoin or prohibit consummation of the transactions contemplated hereby. No Seller nor any of its Subsidiaries is subject to any outstanding Decree that would prevent Seller's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 3.9 Brokers' Fees. Other than the fees and expenses payable to Sellers' advisors in connection with the transactions contemplated hereby, which shall be borne by Sellers, no Seller has entered into any Contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated hereby for which Buyer could become liable or be obligated to pay.

Section 3.10 Data Privacy. In connection with its collection, storage, transfer (including transfer across national borders) and/or use of any personally identifiable information from any individuals, including any customers, prospective customers, employees and/or other third parties (collectively “Personal Information”), to the Knowledge of Sellers, each Seller is and, during the last year, has been in compliance in all material respects with applicable Laws in relevant jurisdictions. Each Seller has commercially reasonable physical, technical, organizational and administrative security measures in place to protect all Personal Information collected by it or on its behalf from and against unauthorized access, use and/or disclosure in accordance with applicable Law. To the Knowledge of Sellers, (a) each Seller is and, during the last year, has been in compliance in all material respects with all Laws relating to data loss, theft and breach of security notification obligations and (b) all Personal Information included in the Acquired Assets is freely transferrable in accordance with Sellers’ existing privacy policies and applicable Law, and no impediments to the sale, transfer, conveyance and assignment to Buyer (or a Buyer Designee) at Closing exist.

Section 3.11 Taxes.

(a) Sellers have timely filed all material Tax Returns required to be filed by Sellers with respect to the Acquired Assets or the Business with the appropriate Governmental Authorities (taking into account any extension of time to file granted or to be obtained on behalf of Sellers);

(b) All Taxes imposed on the Sellers or with respect to the Acquired Assets or the Business that are due and owing have been paid (other than any Taxes not due as of the date of the filing of the Bankruptcy Case as to which subsequent payment was not required by reason of the Bankruptcy Case or any such Taxes that are being contested in good faith and for which appropriate reserves have been made in accordance with GAAP);

(c) There are no material pending (or threatened in writing) audits, examinations, investigations or other proceedings relating to a material amount of Taxes imposed on the Sellers or with respect to the Acquired Assets or the Business;

(d) There are no Liens relating to Taxes (other than Permitted Liens) on any Acquired Assets;

(e) Sellers have withheld all material Taxes with respect to the Acquired Assets or the Business required to be withheld and timely paid or remitted such Taxes to the appropriate Governmental Authority;

(f) In the last three (3) years, no claim has been made in writing by an authority in a jurisdiction where a Seller does not currently file Tax Returns that such Seller may be subject to Tax by that jurisdiction with respect to the Acquired Assets or the Business; and

(g) Sellers are not “foreign persons” within the meaning of section 1445(f)(3) of the IRC.

Section 3.12 Employee Benefits. Section 3.12 of the Disclosure Schedule lists all material “employee benefit plans,” as defined in section 3(3) of ERISA, including any

multiemployer plans as defined in section 3(37) of ERISA, and all other material employee benefit plans or arrangements (other than governmental plans and statutorily required benefit arrangements) covering employees utilized in connection with the operation of the E-Commerce Platform.

Section 3.13 Intellectual Property.

(a) Section 3.13 of the Disclosure Schedule lists (i) all Intellectual Property and (ii) all Intellectual Property Licenses that are material to the conduct of the Business, and all such Intellectual Property owned or purported to be owned by the Sellers is valid and enforceable, and all registrations and applications to register such Intellectual Property are subsisting.

(b) Except as would not have a material and adverse effect on the Business, Sellers own or have the right to use all Intellectual Property necessary for the operation of the Business, free and clear of all Liens (other than Permitted Liens), including all Intellectual Property licensed to Sellers under the Intellectual Property Licenses. The Acquired Assets include all Intellectual Property, publicity rights and information technology systems necessary for the operation of the Business.

Section 3.14 Compliance with Laws; Permits.

(a) Sellers are in compliance, in all material respects, with all Laws applicable to the Business. Except as related to or as a result of the filing or pendency of the Bankruptcy Case, to the Knowledge of Sellers, (i) none of the Sellers has received any written notice of, or been charged with, the material violation of any Laws, and (ii) no event has occurred or circumstance exists that (with or without notice, passage of time, or both) would constitute or result in a failure by any Seller or its Subsidiaries to comply, in any material respect, with any applicable Law that would have a Material Adverse Effect. Except as related to or as a result of the filing or pendency of the Bankruptcy Case, no investigation, review or Litigation by any Governmental Authority in relation to any actual or alleged material violation of Law by any Seller or its Subsidiaries is pending or, to the Knowledge of the Sellers, threatened, nor has any Seller or any of its Subsidiaries received any written notice from any Governmental Authority indicating an intention to conduct the same.

(b) To the Knowledge of Sellers, all Permits required for any Seller and its Subsidiaries to conduct the Business as currently conducted by Sellers have been obtained by any Seller and its Subsidiaries and are valid and in full force and effect. No event has occurred that, with or without notice, passage of time, or both, would reasonably be expected to result in the revocation, cancellation, modification, suspension, lapse, limitation, or non-renewal of any Permit that would have a Material Adverse Effect.

Section 3.15 Related Party Transactions. Except as set forth on Section 3.15 of the Disclosure Schedule and other than any benefit plans of the Sellers, no officer, director or executive committee member of any Seller or any member of their immediate family or any Affiliate of the Sellers (a) is a party to any Contract or Lease required to be set forth on Schedule 2.6(a), or has any material business arrangement with, or has any material financial obligations to or is owed any financial obligations from, any Seller or, to the Knowledge of the Sellers, any actual

competitor, vendor or licensor of any Seller (each such Contract, Lease or business arrangement, an “Affiliate Agreement”), (b) to the Knowledge of the Sellers, none of the foregoing Persons have any cause of action or other claim whatsoever against or related to the Business or the Acquired Assets, and (c) to the Knowledge of Sellers, no Seller has any direct or indirect business arrangement with or financial obligation to the foregoing Persons.

ARTICLE IV BUYER’S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Sellers, as of the date hereof and as of the Closing Date, as follows:

Section 4.1 Organization of Buyer; Good Standing. Buyer is a *sociedad anonima de capital variable* organized under the laws of Mexico duly organized, validly existing, and in good standing under the Laws of Mexico.

Section 4.2 Authorization of Transaction. Buyer has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement, the Related Agreements, and all other agreements contemplated hereby to which it is or will be a party and to perform its obligations hereunder and thereunder. The execution, delivery, and performance of this Agreement, the Related Agreements, and all other agreements contemplated hereby to which Buyer is or will be a party have been duly authorized by Buyer. Upon due execution hereof by Buyer, this Agreement, the Related Agreements, and all other agreements contemplated hereby (assuming due authorization and delivery by Sellers) shall constitute, subject to the Bankruptcy Court’s entry of the Sale Order, the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar Laws relating to creditors’ rights and general principles of equity.

Section 4.3 Noncontravention. Neither the execution, delivery, or performance of this Agreement, the Related Agreements, and all other agreements contemplated hereby, nor the consummation of the transactions contemplated hereby and thereby (including the assignments and assumptions referred to in Article II), will (a) conflict with or result in a breach of the organizational documents of Buyer, (b) violate any Law or Decree to which Buyer is subject, or (c) result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any material Contract to which Buyer is a party, except, in the case of clauses (b) and (c), for such conflicts, violations, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay Buyer’s ability to consummate the transactions contemplated hereby.

Section 4.4 Litigation; Decrees. There is no Litigation pending or, to the Buyer’s knowledge, threatened in writing that challenges the validity or enforceability of this Agreement or seeks to enjoin or prohibit consummation of the transactions contemplated hereby. Neither Buyer nor any of its Subsidiaries is subject to any outstanding Decree that would prevent or materially impair or delay Buyer’s ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

Section 4.5 Brokers' Fees. Buyer has not entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Sellers or any of their Affiliates could become liable or obligated to pay.

Section 4.6 Sufficient Funds; Adequate Assurances. Upon the Closing, Buyer will have, immediately available funds sufficient for the satisfaction of all of Buyer's obligations under this Agreement, including the payment of the Purchase Price and all fees, expenses of, and other amounts required to be paid by, Buyer in connection with the transactions contemplated hereby. As of the Closing, Buyer shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Transferred Contracts and Assumed Leases and the related Assumed Liabilities.

Section 4.7 Acknowledgements; "As Is" "Where Is" Transaction.

(a) BUYER ACKNOWLEDGES THAT IT HAS RECEIVED FROM SELLERS CERTAIN PROJECTIONS, FORECASTS, AND PROSPECTIVE OR THIRD-PARTY INFORMATION RELATING TO SELLERS, THE ACQUIRED ASSETS, THE ASSUMED LIABILITIES, AND OTHER RELATED TOPICS. BUYER ACKNOWLEDGES THAT (I) THERE ARE UNCERTAINTIES INHERENT IN ATTEMPTING TO MAKE SUCH PROJECTIONS AND FORECASTS AND IN SUCH INFORMATION; (II) BUYER IS FAMILIAR WITH SUCH UNCERTAINTIES AND IS TAKING RESPONSIBILITY FOR MAKING ITS OWN EVALUATION OF THE ADEQUACY AND ACCURACY OF ALL PROJECTIONS, FORECASTS, AND INFORMATION SO FURNISHED; (III) NONE OF THE SELLERS NOR ANY OTHER PERSON MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH PROJECTIONS AND FORECASTS, AND (IV) NEITHER BUYER NOR ANY OTHER PERSON SHALL HAVE ANY CLAIM AGAINST ANY SELLER OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, MEMBERS, MANAGERS, PARTNERS, AFFILIATES, AGENTS, OR OTHER REPRESENTATIVES WITH RESPECT THERETO.

(b) BUYER FURTHER ACKNOWLEDGES AND AGREES ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE REPRESENTATIVES, EQUITY HOLDERS, EMPLOYEES, PERMITTED SUCCESSORS AND ASSIGNS (COLLECTIVELY, "BUYER PARTY MEMBERS"), THAT THE REPRESENTATIONS AND WARRANTIES MADE BY THE SELLERS TO BUYER IN ARTICLE III (AS QUALIFIED BY THE DISCLOSURE SCHEDULE (THE "EXPRESS REPRESENTATIONS")) ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS, WARRANTIES AND STATEMENTS OF ANY KIND MADE TO BUYER OR ANY BUYER PARTY MEMBER ON WHICH BUYER OR ANY BUYER PARTY MAY RELY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND THAT ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE EXPRESSED OR IMPLIED, WHETHER IN WRITTEN, ELECTRONIC OR ORAL FORM, ARE EXPRESSLY DISCLAIMED, INCLUDING WITH RESPECT TO (I) THE COMPLETENESS OR ACCURACY OF, OR ANY OMISSION TO STATE OR TO DISCLOSE, ANY INFORMATION, INCLUDING IN ANY MEETINGS, CALLS OR CORRESPONDENCE WITH MANAGEMENT OF THE SELLERS OR ANY OTHER PERSON ON BEHALF OF THE

SELLERS OR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES (II), ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ACQUIRED ASSETS, AND (III) WITH RESPECT TO THE HISTORICAL, CURRENT OR FUTURE BUSINESS, FINANCIAL CONDITION, RESULTS OF OPERATIONS, ASSETS, LIABILITIES, PROPERTIES, CONTRACTS, AND PROSPECTS OF THE SELLERS, THEIR SUBSIDIARIES, OR THE BUSINESS, OR THE QUALITY, QUANTITY OR CONDITION OF THE ACQUIRED ASSETS, THE PHYSICAL CONDITION OF ANY PERSONAL OR REAL PROPERTY COMPRISING A PART OF THE ACQUIRED ASSETS OR WHICH IS THE SUBJECT OF ANY LEASE OR CONTRACT TO BE ASSIGNED TO BUYER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR ANY OTHER MATTER RELATING TO THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS, THE ZONING OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE ACQUIRED ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF THE ACQUIRED ASSETS, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE ACQUIRED ASSETS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE ACQUIRED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE ACQUIRED ASSETS OR ANY PORTION THEREOF.

(c) BUYER FURTHER ACKNOWLEDGES ON BEHALF OF THE BUYER PARTY MEMBERS AND NOTWITHSTANDING THE EXPRESS REPRESENTATIONS, THE BUYER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION, BUYER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, UPON THE CLOSING DATE, BUYER WILL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

(d) Notwithstanding anything herein to the contrary, the foregoing limitations shall not apply to, and nothing herein shall limit, Buyer’s remedies in the event of fraud by Sellers or Buyer’s rights and remedies under any Related Agreement.

ARTICLE V PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Efforts; Cooperation. From and after the date hereof until the Closing or the earlier termination of this Agreement in accordance with its terms, upon the terms and subject to the conditions set forth in this Agreement, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper, or advisable to

consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, except as otherwise specifically provided in Section 5.5. Without limiting the generality of the foregoing, (a) each Seller shall use its commercially reasonable efforts to cause the conditions set forth in Section 7.1 that are within its control or influence to be satisfied or fulfilled, and (b) Buyer shall use its commercially reasonable efforts to cause the conditions set forth in Section 7.2 that are within its control or influence to be satisfied or fulfilled.

Section 5.2 Conduct of the Business Pending the Closing.

(a) From and after the date hereof until the Closing or the earlier termination of this Agreement in accordance with its terms, but subject to Section 5.2(c), Sellers shall, except with the consent of Buyer or as otherwise required or restricted by Law, pursuant to the Bankruptcy Code or an order of the Bankruptcy Court, (x) operate the Business in the Ordinary Course of Business and (y) without limiting the generality of the foregoing:

(i) use commercially reasonable efforts to keep available the services of its employees utilized in connection with the operation of the E-Commerce Platform;

(ii) except as related to or the result of the filing or pendency of the Bankruptcy Case, use commercially reasonable efforts to maintain reasonably satisfactory relationships with licensors, licensees, suppliers, contractors, distributors, consultants, vendors and other Persons having business relationships with the Business (other than payment of pre-petition claims);

(iii) operate the Business and Acquired Assets, in all material respects, in compliance with all Laws applicable to the Business and Sellers;

(iv) without any obligation to purchase in any quantity of Merchandise for sale in any Store, use commercially reasonable efforts to receive Merchandise ordered in accordance with purchase orders for Merchandise intended to be sold through the E-Commerce Platform channel; and

(v) use commercially reasonable efforts to identify and remove all Allegedly Infringing Merchandise and Violative Merchandise from any Store.

(b) Except (i) in the Ordinary Course of Business, (ii) as required by applicable Law or by order of the Bankruptcy Court, (iii) as otherwise expressly required by this Agreement or (iv) with the prior written consent of Buyer, Sellers shall not:

(i) subject any of the Acquired Assets to any Lien, except for permitted post-petition liens and any Lien secured and granted pursuant to any debtor in possession financing order;

(ii) terminate, permit to expire, amend or fail to renew, obtain or preserve any Permit material to the operation of the Business as a whole;

(iii) make any loans or advances outside of the Ordinary Course of Business;

- (iv) enter into any Contract or Lease, excluding insurance renewals;
- (v) incur, create, assume, guarantee or become liable for any indebtedness for borrowed money;
- (vi) modify, amend, supplement, transfer, or terminate any Contract or Lease, other than Contracts (but not Leases) which are not material to the Business;
- (vii) fail to protect and maintain in full force and effect the material Owned Intellectual Property;
- (viii) write up, write down or write off the book value of any assets other than in the Ordinary Course of Business;
- (ix) reject any Contracts or Leases other than as set forth on Section 5.2(b)(ix) of the Disclosure Schedule;
- (x) make any new commitment with respect to material capital expenditures;
- (xi) (a) increase the rate or terms of compensation payable or to become payable to any of the officers or employees of the Sellers utilized in connection with the operation of the E-Commerce Platform, except as required by applicable Law or (b) increase the rate or terms of any (including entering or adopting any new) bonus, pension or other employee benefit plan covering any of the officers or employees of Sellers utilized in connection with the operation of the E-Commerce Platform;
- (xii) waive any of the rights of the Sellers under any confidentiality or non-compete provisions of any Contract;
- (xiii) seek to accelerate the receipt of any royalty payments or licensing or other receivables generated by the Sellers, by way of discount or otherwise;
- (xiv) other than acquisitions and dispositions of Merchandise in the Ordinary Course of Business, acquire, dispose of or transfer any material asset, property or intellectual property right;
- (xv) pay, settle or compromise any material Litigation or threatened Litigation involving the Sellers, or commence any Litigation;
- (xvi) change accounting policies or procedures, except as required by a change in GAAP;
- (xvii) invalidate or cause the cancellation of any current insurance coverage (without replacement thereof) or fail to maintain current insurance coverage or suitable renewals thereof providing coverage substantially the same as any expiring policy;

(xviii) fail to file any Tax Return when due with respect to the Acquired Assets or the Business; or

(xix) agree, whether in writing or otherwise, to do anything prohibited by this Section 5.2.

Section 5.3 Bankruptcy Court Matters; Bid Protections.

(a) Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order, including a finding of adequate assurance of future performance by Buyer, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a “good faith” purchaser under section 363(m) of the Bankruptcy Code. In the event the entry of the Sale Order or the Bidding Procedures Order shall be appealed, Sellers shall use commercially reasonable efforts to defend such appeal.

(b) Sellers shall file such motions or pleadings as may be appropriate or necessary to: (A) assume and assign the Transferred Contracts and Assumed Leases and (B) subject to the consent of the Buyer, determine the amount of the Cure Costs; provided that nothing herein shall preclude Sellers from filing such motions to reject any Contracts or Leases that are not listed on Schedule 2.6(b) or that have been designated for rejection by Buyer.

(c) Sellers shall promptly serve true and correct copies of all applicable pleadings and notices in accordance with the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and any other applicable order of the Bankruptcy Court.

Section 5.4 Notices and Consents.

(a) Sellers will give, or will cause to be given, any notices to third parties, and each of the Parties will use its commercially reasonable efforts to obtain any third party consents or sublicenses, in connection with the matters referred to in Section 5.4(a) of the Disclosure Schedule or as are otherwise necessary and appropriate to consummate the transactions contemplated hereby, including the assignment to, and assumption by, Buyer or its designee of the Transferred Contracts and the Assumed Leases; provided, however, that (i) neither Sellers nor any Subsidiary of Sellers shall be required to pay any consideration therefor or incur any expenses in connection therewith, (ii) Sellers shall not be obligated to initiate any Litigation or legal proceedings to obtain such consent or approval, and (iii) Buyer shall pay any reasonable out-of-pocket costs as a result of amendments or modifications to any Transferred Contract or Assumed Lease, in either case as is necessary to obtain such consent or sublicense, and if Buyer refuses to pay such costs, such Contract or Lease shall be excluded from the transactions hereunder and there shall be no adjustment to the Purchase Price on account of such exclusion.

(b) Without limiting the applicability of Section 5.4(a), each of the Parties will give any notices to, make any filings with, and use its commercially reasonable efforts to obtain any authorizations, consents, and approvals of Governmental Authorities necessary and appropriate to consummate the transactions contemplated hereby.

Section 5.5 Notice of Developments. Sellers will give prompt written notice to Buyer, and Buyer will give prompt written notice to the Seller Representative, of (a) the existence of any fact or circumstance, or the occurrence of any event, of which it has knowledge that would reasonably be likely to cause a condition to a Party's obligations to consummate the transactions contemplated hereby set forth in Article VII not to be satisfied as of any date, or (b) the receipt of any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; provided, however, that the delivery of any such notice pursuant to this Section 5.5 shall not be deemed to amend or supplement this Agreement and the failure to deliver any such notice shall not constitute a waiver of any right or condition to the consummation of the transactions contemplated hereby by any Party.

Section 5.6 Access. Upon the reasonable written request of Buyer, Sellers shall permit Buyer and its Representatives to have reasonable access in a manner so as not to interfere unreasonably with the normal business operations of Sellers to all premises, properties, information, books and records, Contracts and Leases of the Sellers to the extent reasonably necessary in connection with the consummation of the transactions contemplated hereby; provided, however, that, for avoidance of doubt, the foregoing shall not require any Person to waive, or take any action with the effect of waiving, its attorney-client privilege with respect thereto or that could reasonably be expected to result in violation of applicable Law. Buyer shall upon reasonable notice to Sellers be permitted to contact employees, vendors, landlords, suppliers, licensors and licensees. Sellers shall be entitled to be present at any such meetings or during any such communications.

Section 5.7 Bulk Transfer Laws. Buyer acknowledges that Sellers will not comply with the provisions of any bulk transfer Laws or similar Laws of any jurisdiction in connection with the transactions contemplated by this Agreement, and hereby waives all claims related to the non-compliance therewith.

Section 5.8 Confidentiality. Following the Closing, each Seller shall, and shall cause his, her or its respective Representatives and Affiliates (each of the foregoing, collectively, "Seller Related Parties") to, (i) maintain the confidentiality of, (ii) not use, and (iii) not divulge to any Person, any confidential, non-public or proprietary information included in the Acquired Assets ("Confidential Information"), except with the prior written consent of Buyer, or as may be required by applicable Law; provided that such Seller and its Seller Related Parties shall not be subject to such obligation of confidentiality for Confidential Information that is or becomes generally available to the public without breach of this Agreement by such Seller or its Seller Related Parties. If Seller or any Seller Related Party shall be required by applicable Law to divulge any Confidential Information, such Seller or its Seller Related Party shall provide Buyer with prompt written notice of each such request so that Buyer may, at Buyer's sole expense, seek an appropriate protective order or other appropriate remedy, and such Seller or Seller Related Party shall reasonably cooperate with Buyer to obtain a protective order or other remedy; provided that, in the event that a protective order or other remedy is not obtained, such Seller or Seller Related Party shall furnish only that portion of such Confidential Information which, in the reasonable opinion of its counsel, such Seller or Seller Related Party is legally compelled to disclose and shall exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any such Confidential Information so disclosed.

ARTICLE VI OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

Section 6.1 Further Assurances.

(a) If, following the Closing, Buyer or any Seller becomes aware that Buyer or any of its Affiliates is in possession of any asset or right that is an Excluded Asset, such Party shall promptly inform the other Party of that fact. Thereafter, at the request of any Seller, Buyer shall execute, or cause the relevant Affiliate(s) of Buyer to execute, such documents as may be reasonably necessary to cause the transfer of, and Buyer shall thereafter transfer, any such asset or right to Sellers or such other entities nominated by such Sellers for no consideration and such Sellers shall do all such things as are reasonably necessary to facilitate such transfer. If, following the Closing, Buyer receives any payments in respect of an Excluded Asset, Buyer shall promptly remit such payments to the applicable Sellers or other entity nominated by such Sellers.

(b) If, following Closing, Buyer or any Seller becomes aware that a Seller or any of its Affiliates is in possession of any asset or right that is an Acquired Asset, such Party shall promptly inform the other Party of that fact. Thereafter, at the request of Buyer, the applicable Sellers shall execute or cause the relevant Affiliate(s) of such Sellers to execute such documents as may be reasonably necessary to cause the transfer of and such Sellers shall thereafter transfer any such asset or right to Buyer or any other entities nominated by Buyer for no consideration and Buyer shall do all such things as are reasonably necessary to facilitate such transfer. If, following the Closing, a Sellers or its Affiliates receive any payments in respect of the Acquired Assets, such Sellers shall promptly remit such payments to Buyer or other entity nominated by Buyer.

(c) From and after the Closing, Sellers hereby authorize and empower Buyer and its Affiliates to receive and open all mail and other communications (including electronic communications) received by Buyer or its Affiliates relating to the Business and to deal with the contents of such communications. From and after the Closing, Sellers shall promptly deliver or cause to be delivered to Buyer any mail or other communication (including electronic communications) received by Sellers or any of their respective Affiliates after the Closing Date pertaining to the Business, and if Sellers or any of their respective Affiliates receive from any Person after the Closing Date any telephone calls with respect to the Business at any telephone number not transferred to Buyer, Sellers shall inform such Person that the telephone number for the Business has changed and provide such Person with, and forward such call to, such telephone number for the Business as is supplied by Buyer.

(d) If, following the Closing and prior to the expiration of the Designation Rights Period, Buyer becomes aware of any transition services that Buyer may require from any Seller in connection with the Acquired Assets, the Parties agree to negotiate in good faith the terms of, and enter into a transition services agreement, as may be reasonably required by Buyer.

Section 6.2 Access; Enforcement; Record Retention. From and after the Closing, upon request by any Party (the "Requesting Party"), the other Parties will, and will cause its employees to, permit such Requesting Party and its Representatives to have reasonable access during normal

business hours, and in a manner so as not to interfere unreasonably with the normal business operations of such Party, to all premises, properties, personnel, books and records, and Contracts or Leases of such Party for the purposes of (a) monitoring or enforcing rights or obligations under this Agreement or any of the Related Agreements, (b) complying with the requirements of any Governmental Authority, and (c) otherwise providing such reasonable assistance and cooperation as may be requested by Buyer from time to time prior to the Closing Date to reasonably facilitate the transition of the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require a Party to take any such action if (i) such action would reasonably be expected to result in a waiver or breach of any attorney/client privilege, (ii) such action would reasonably be expected to result in violation of applicable Law, or (iii) providing such access or information would be reasonably expected to be materially disruptive to its normal business operations. Without limiting the generality of the foregoing, from and after the Closing, Buyer will provide Sellers (at no added cost or expense to Buyer) with reasonable assistance, support and cooperation with Sellers' wind down and related activities (e.g., helping to locate documents or information related to prosecution or processing of insurance/benefit claims); provided that such assistance, support and cooperation does not interfere unreasonably with the normal business operations of Buyer. Buyer agrees to maintain the files or records which are contemplated by the first sentence of this Section 6.2 in a manner consistent in all material respects with its document retention and destruction policies, as in effect from time to time, for two (2) years following the Closing.

Section 6.3 Covered Employees.

(a) Schedule 6.3(a) contains a listing of all current employees utilized by Sellers in the conduct of business under the Business, including title and compensation. At least two (2) days prior to the Closing, Buyer shall make written offers of employment to those Covered Employees selected by Buyer and provide to the Seller Representative copies of all such employment offers; provided, however, that, any offer of employment shall be conditioned upon such Covered Employee waiving its right to receive a cash payment of accrued PTO obligations on the Closing Date in exchange for Buyer agreeing to transfer the right to use such accrued PTO in accordance with Section 6.3(e) hereof. On the Closing Date, the Sellers will terminate the Covered Employees. Buyer's offers of employment (i) will be effective as of the Closing Date, and (ii) will be on reasonably similar terms and conditions, including position, compensation and employee benefits (other than severance benefits), as in effect with respect to each of the Covered Employees as in effect immediately prior to the Closing. Each Covered Employee who accepts such offer of employment shall be deemed a "Transferred Employee" from and after the date his or her offer becomes effective (i.e., on the Closing Date). Sellers will reasonably cooperate with any reasonable requests by Buyer in order to facilitate the offers of employment and the delivery of such offers, as well as the onboarding of such Transferred Employees to Buyer.

(b) Waiver of Pre-Existing Conditions; Crediting of Deductibles. Buyer shall cause or shall cause its applicable Affiliates to (i) use commercially reasonable efforts to waive any limitations as to preexisting conditions and exclusions under the welfare benefit plans maintained by the Buyer or its applicable Affiliates in which any of the Transferred Employees (and their eligible dependents) will be participate after Closing, (ii) recognize the seniority of the Transferred Employees and the crediting of service with Seller and its Affiliates for purposes of satisfying waiting periods with respect to participation and coverage requirements applicable to such Transferred Employees under such plans for purposes of determining eligibility, with no gaps

in coverage, for medical, dental, vision, life insurance, paid time-off, and sick time and (iii) for the plan year in which the Closing Date occurs (or, if later, in the calendar year in which such Transferred Employees and their dependents commence participation in the applicable welfare plans), use commercially reasonable efforts to allow for the crediting of each such Transferred Employee with any co-payments and deductibles paid prior to participation in such welfare plans in satisfying any applicable deductible or out-of-pocket requirements thereunder.

(c) Service Credit. Buyer shall provide that each Transferred Employee is given credit for all service with Sellers and their Subsidiaries, and their respective predecessors under any employee benefit plans or arrangements of Buyer and its Affiliates maintained by Buyer or its Affiliates in which such Transferred Employees participate following the Closing Date, for purposes of eligibility, vesting, and entitlement to benefits, excluding for severance benefits and vacation entitlement and for accrual of pension benefits. Notwithstanding the foregoing, nothing in this Section 6.3(c) shall be construed to require crediting of service that would result in a duplication of benefits.

(d) No Third-Party Beneficiary Rights. Without limiting the generality of this 6.3 or Section 6.4 below, no provision of this Agreement shall create any third party beneficiary rights in any current or former employee or service provider of any Sellers, any Covered Employee or Transferred Employee (including any beneficiary or dependent thereof) in respect of continued employment by the Sellers or its Affiliates or Buyer or its Affiliates or otherwise. Nothing herein shall (i) guarantee employment for any period of time or preclude the ability of Buyer or any of its Affiliates to terminate any Transferred Employee for any reason, (ii) require Buyer or any of its Affiliates to continue any Company Benefit Plans, employee benefit plans or arrangements or prevent the amendment, modification or termination thereof after the Closing, or (iii) constitute an amendment to any Company Benefit Plan, employee benefit plans or arrangements.

(e) PTO Obligations. To the extent permitted by Law, all unused vacation and paid time off of the Transferred Employees accrued as of the Closing Date shall, effective as of the Closing Date or, if later, the date on which such Transferred Employee becomes an employee of the Buyer, be transferred to and assumed by the Buyer and the Buyer shall honor such accrued vacation and paid time off on the same basis as under the Sellers' vacation and paid time off policy(ies) as in effect immediately prior to the Closing.

Section 6.4 Cooperation; Pre-Closing Obligations.

(a) After the Closing Date, Buyer shall, and shall cause its Affiliates to, cooperate with Sellers to provide such current information regarding the Transferred Employees on an ongoing basis as may be necessary to facilitate determinations of eligibility for, and payments of benefits to, the Transferred Employees under any applicable employee benefit that continues to be maintained by Sellers or its Affiliates. Without limiting the terms of Section 6.2, Buyer shall, and shall cause its Affiliates to, permit Transferred Employees to provide such assistance to Sellers as may be required in respect of claims against Sellers or its Affiliates, whether asserted or threatened, to the extent that, in Sellers' opinion, (i) a Transferred Employee has knowledge of relevant facts or issues or (ii) a Transferred Employee's assistance is reasonably necessary in respect of any such claim.

(b) Sellers will have the sole and absolute responsibility for any financial or other commitments to their employees for the period prior to Closing, including any and all claims or obligations for severance pay and any and all claims and obligations arising under any collective bargaining agreement, employee benefit plan (including, any withdrawal Liability) or any local, state or federal law, rule or regulation (including, the WARN Act). Nothing contained herein shall be deemed an admission that Sellers have any financial obligation to employees or that obligations, if any, are entitled to a particular treatment or priority under the Bankruptcy Code. Sellers' failure to pay an obligation, if any, under this Section 6.4 shall not be a default or breach under this Agreement.

(c) Upon request by the Buyer, Seller shall cooperate and assist to cause the assignment of the employee benefit plans listed on Schedule 3.10 from the applicable Seller to the Buyer or Buyer Designee.

Section 6.5 Certain Tax Matters.

(a) Transfer Taxes. Buyer shall be responsible for and shall pay all stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or other non-income Tax, fee or governmental charge (a "Transfer Tax") imposed under applicable Law in connection with the transactions contemplated hereby. The Party that is required by applicable Law to file any Tax Returns in connection with Transfer Taxes described in the immediately preceding sentence shall prepare and timely file such Tax Returns. Accordingly, if any Seller is required by Law to pay any such Transfer Taxes, Buyer shall promptly reimburse such Seller for the amount of such Transfer Taxes required to be borne by such Seller (including the cost associated with preparing and filing any such Tax Returns). The Parties hereto shall cooperate to permit the filing Party to prepare and timely file any such Tax Returns.

(b) Tax Returns. Except as provided with respect to Transfer Taxes in Section 6.5(a), and as provided with respect to Tax refunds in Section 6.5(c), from and after the Closing, the applicable Seller, at such Seller's sole cost and expense, shall file (or cause to be filed) all Tax Returns with respect to any Retained Tax, and Buyer, at its sole cost and expense, shall file (or caused to be filed) all Tax Returns with respect to any Assumed Tax. Notwithstanding the foregoing, in the event any Seller receives a refund of any Tax associated with a Tax Return with respect to any Retained Tax, Buyer shall reimburse such Seller for all costs and expenses actually incurred by Seller in connection with preparing, filing, and if necessary, litigating, such Tax Return.

(c) Tax Refunds. All refunds for Taxes shall be for the sole benefit of Buyer (or any Affiliate thereof). To the extent any Seller receives a refund of any Tax, such Seller shall promptly pay such refund (without interest, other than interest received from the applicable Governmental Authority, and net of any Taxes or other reasonable third-party out-of-pocket expenses incurred by Buyer in connection with the receipt of such refund) to Buyer. All refunds for Taxes relating to the Assumed Taxes shall be for the sole benefit of Buyer and to the extent that any Seller or any of their Affiliates receives a refund for a Tax that is for the benefit of Buyer, Sellers shall promptly pay such refund (without interest, other than interest received from the applicable Governmental Authority, and net of any Taxes or other reasonable third party out-of-pocket expenses incurred by Seller in connection with the receipt of such refund) to Buyer.

(d) Cooperation. Buyer and Sellers shall reasonably cooperate (i) in the preparation and timely filing of any Tax Return relating to the Business, the Acquired Assets, or the Assumed Liabilities; (ii) in any audit or other proceeding with respect to Taxes or Tax Returns relating to the Business, the Acquired Assets, or the Assumed Liabilities; (iii) make available any information, records, or other documents relating to any Taxes or Tax Returns relating to the Business, the Acquired Assets, or the Assumed Liabilities; and (iv) provide certificates or forms, and timely execute any Tax Return, that are necessary or appropriate to establish an exemption for (or reduction in) any Transfer Tax.

(e) Tax Proceedings. Sellers, at their sole cost and expense, shall control any audits or other proceedings relating to Retained Taxes. Buyer, at its sole cost and expense, shall control any audits or other proceedings relating to Assumed Taxes.

Section 6.6 Press Releases and Public Announcements. The Parties acknowledge that Sellers shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order. Prior to Sellers' filing with the Bankruptcy Court, no Party shall issue any press release or make any public announcement relating to the existence or subject matter of this Agreement without the prior written approval of the other Parties.

Section 6.7 Personally Identifiable Information.

(a) Buyer acknowledges that the Acquired Assets include "personally identifiable information" within the meaning of section 363(b) of the Bankruptcy Code, along with associated information about Sellers' customers.

(b) Buyer shall: (i) employ appropriate security controls and procedures (technical, operational, and managerial) to protect the Customer Information; (ii) abide by all applicable laws and regulations with respect to the Customer Information; and (iii) take any such actions as may be agreed between the Seller Representative and Buyer.

(c) Buyer shall honor all prior requests by any individual who has opted out of receiving marketing messages from Sellers.

(d) Buyer may use the Customer Information for other purposes permitted in the Sellers' then applicable privacy policy, in each case, in accordance with Sellers' then applicable privacy policy.

Section 6.8 No Successor Liability. The Parties intend that upon the Closing the Buyer and their respective Affiliates shall not and shall not be deemed to: (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor, to Sellers, including, a "successor employer" for the purposes of the IRC, the Employee Retirement Income Security Act of 1974, or other applicable Laws; (b) have any responsibility or Liability for any obligations of Sellers, or any affiliate of Sellers based on any theory of successor or similar theories of Liability; (c) have, de facto or otherwise, merged with or into any of Sellers; (d) be an alter ego or a mere continuation or substantial continuation of any of Sellers (and there is no continuity of enterprise between the Buyer and any Sellers), including, within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other Law, rule or regulation (including filing requirements under any such Laws, rules or regulations), or under any

products liability Law or doctrine with respect to Sellers' Liability under such Law, rule or regulation or doctrine; or (e) be holding itself out to the public as a continuation of any of Sellers or their respective estates.

Section 6.9 Confirmation Order. Sellers shall not propose, file, support, pursue or seek entry of, or aid in another party proposing, filing, supporting, pursuing or seeking entry of, an order confirming a chapter 11 plan that adversely impacts Buyer's rights hereunder without Buyer's prior written consent. For the avoidance of doubt, notwithstanding any other provision of this Agreement, this Section 6.9 shall survive the Closing.

ARTICLE VII CONDITIONS TO OBLIGATION TO CLOSE

Section 7.1 Conditions to Buyer's Obligations. Buyer's obligation to consummate the purchase of the Acquired Assets and the assumption of the Assumed Liabilities is subject to satisfaction or waiver by Buyer of the following conditions:

(a) (i) The representations and warranties of Sellers set forth in Section 3.1, Section 3.2, Section 3.3, and Section 3.9 (the "Seller Fundamental Representations") shall be true and correct in all respects as of the date hereof and as of the Closing Date, as though made at and as of the Closing Date, except to the extent any such Seller Fundamental Representations expressly relate to an earlier time (in which case such Seller Fundamental Representations shall be true and correct in all respects at and as of such earlier time), and (ii) all representations and warranties of the Sellers in this Agreement (other than the Seller Fundamental Representations) shall be true and correct, without regard to any qualifications as to "material", "materiality", or "Material Adverse Effect" (or any correlative terms), as of the date hereof and as of the Closing Date, as though made at and as of the Closing Date, except to the extent such representations and warranties expressly relate to an earlier time (in which case such representations and warranties shall be true and correct at and as of such earlier time), except where the failure of such representations and warranties to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) Sellers shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Sellers at or prior to the Closing;

(c) Buyer shall have received a certificate, dated as of the Closing Date and executed by an executive officer authorized to sign on behalf of each of the Sellers, stating that the conditions specified in Section 7.1(a), and Section 7.1(b) have been satisfied;

(d) The Bankruptcy Court shall have entered the Sale Order and no order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date;

(e) No material Decree shall be in effect that prohibits consummation of the transactions contemplated by this Agreement;

(f) Each delivery contemplated by Section 2.5(b) to be delivered to Buyer shall have been delivered;

(g) The Seller Representative shall have delivered the Closing Working Capital Statement in accordance with Section 2.9;

(h) To the extent the option to acquire the Shares is exercised prior to Closing, all claims by the Sellers, their estates and each of their affiliates shall have been waived and forever released against Samson Trading, and if requested by Buyer, each Seller shall have executed a customary release letter, in form and substance reasonably satisfactory to Buyer, confirming the same; and

(i) The Escrow Agreement shall have been executed by Buyer and Sellers.

Section 7.2 Conditions to Sellers' Obligations. Sellers' obligations to consummate the sale of the Acquired Assets and the transfer of the Assumed Liabilities are subject to satisfaction or waiver by the Seller Representative of the following conditions:

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all respects as of the date hereof and as of the Closing Date as though made at and as of the Closing Date, except to the extent such representations and warranties expressly relate to an earlier time (in which case such representations and warranties shall be true and correct at and as of such earlier time), in each case except for such failure to be so true and correct that, individually or in the aggregate, have not had, and would not reasonably be expected to have, a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement;

(b) Buyer shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Buyer at or prior to the Closing;

(c) The Seller Representative shall have received a certificate, dated as of the Closing Date and executed by an executive officer authorized to sign on behalf of Buyer, stating that the conditions specified in Section 7.2(a) and Section 7.2(b) have been satisfied;

(d) The Bankruptcy Court shall have entered the Sale Order, and no Order staying, reversing, modifying, or amending the Sale Order shall be in effect on the Closing Date; and

(e) No material Decree shall be in effect that prohibits consummation of any of the transactions contemplated by this Agreement.

Section 7.3 No Frustration of Closing Conditions. Neither Buyer nor Sellers may rely on the failure of any condition to their respective obligations to consummate the transactions contemplated hereby set forth in this Article VII to be satisfied if such failure was primarily caused by such Party's or its Affiliates' failure to comply with the terms of this Agreement in all material respects.

ARTICLE VIII TERMINATION

Section 8.1 Termination of Agreement. The Parties may terminate this Agreement at any time prior to the Closing as provided below:

- (a) by the mutual written consent of the Parties;
- (b) by Buyer by giving written notice to the Seller Representative or by the Seller Representative by giving written notice to Buyer, if any court of competent jurisdiction or other competent Governmental Authority shall have enacted or issued a Law or Decree or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement and such Law or Decree or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 8.1(b) shall not be available to a Party if the failure to consummate the Closing because of such action by a Governmental Authority shall be due to the failure of such Party to have fulfilled, in any material respect, any of its obligations under this Agreement; or
- (c) by Buyer by giving written notice to the Seller Representative if there has been a breach by any Seller of any representation, warranty, covenant, or agreement contained in this Agreement that has prevented the satisfaction of the conditions to the obligations of Buyer at Closing set forth in Section 7.1(a) or Section 7.1(b) and such breach has not been waived by Buyer, or, if such breach is curable, cured by such Seller prior to the earlier to occur of (A) five (5) days after receipt of Buyer's notice of intent to terminate, and (B) one (1) Business Day prior to the Outside Date; provided that Buyer shall not have a right of termination pursuant to this Section 8.1(c) if the Seller Representative could, at such time, terminate this Agreement pursuant to Section 8.1(d);
- (d) by the Seller Representative by giving written notice to Buyer if there has been a breach by Buyer of any representation, warranty, covenant, or agreement contained in this Agreement that has prevented the satisfaction of the conditions to the obligations of Sellers at Closing set forth in Section 7.2(a) or Section 7.2(b), and such breach has not been waived by the Seller Representative, or, if such breach is curable, cured by Buyer prior to the earlier to occur of (A) five (5) days after receipt of the Seller Representative's notice of intent to terminate, and (B) one (1) Business Day prior to the Outside Date; provided, that the Seller Representative shall not have a right of termination pursuant to this Section 8.1(d) if Buyer could, at such time, terminate this Agreement pursuant to Section 8.1(c);
- (e) by the Seller Representative or Buyer, if the Bankruptcy Court enters a final, non-appealable order that precludes the consummation of the transactions contemplated hereby on the terms and conditions set forth in this Agreement;
- (f) by the Seller Representative or Buyer, if, prior to the Closing, the Bankruptcy Case are dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code;
- (g) by Buyer if any Seller withdraws or seeks authority to vacate the Bidding Procedures Order;

(h) by Buyer if (i) following entry by the Bankruptcy Court of the Bidding Procedures Order, such order is (x) amended, modified or supplemented in an adverse way without Buyer's prior written consent or (y) voided, reversed or vacated or is subject to a stay, or (B) following entry by the Bankruptcy Court of the Sale Order, the Sale Order is (x) amended, modified or supplemented in an adverse way without Buyer's prior written consent or (y) voided, reversed or vacated or is subject to a stay;

(i) by the Seller Representative if (i) all of the conditions set forth in Section 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived in an irrevocable writing by the Seller Representative, (ii) at or following the time at which the Closing was required to occur pursuant to Section 2.4, the Seller Representative has irrevocably confirmed in writing to Buyer that Sellers are ready, willing, and able to consummate the Closing, and (iii) Buyer fails to consummate the Closing within two (2) Business Days of receipt of the writing described in clause (ii);

(j) by the Seller Representative, if any Seller or the board of directors (or similar governing body) of any Seller, based on the advice of outside counsel, determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with its or such Person's or body's fiduciary duties to such Seller;

(k) by Buyer if the Closing shall not have occurred on or prior to August 31, 2024 (the "Outside Date"); provided, that (i) Buyer shall not have a right of termination pursuant to this Section 8.1(k) if the Seller Representative could, at such time, terminate this Agreement pursuant to Section 8.1(d), (ii) Buyer and Sellers shall use commercially reasonable efforts to consummate the Closing by July 17, 2024; (iii) Buyer and Sellers shall cause the Closing to occur as soon as reasonably practicable following the satisfaction of all conditions to Closing; and (iv) the Outside Date shall be automatically extended for an additional fourteen (14) days if Buyer is the back-up bidder pursuant to the Bidding Procedures;

(l) by Buyers, if any Seller seeks an order approving a transaction for any non-de minimis portion of the Acquired Assets with any Person other than Buyer; or

(m) by Buyer or the Seller Representative, if the Bankruptcy Court shall enter an order approving a transaction for all or any non-de minimis portion of the Acquired Assets, property or stock of the Sellers with any Person other than Buyer.

Section 8.2 Effect of Termination. If any Party terminates this Agreement pursuant to Section 8.1, all rights and obligations of the Parties hereunder shall terminate upon such termination and shall become null and void (except that (x) Article I, Section 2.3(b), Article IX, and this Section 8.2 shall survive any such termination) and no Party shall have any Liability to the other Parties hereunder; provided, however, that nothing in this Section 8.2 shall relieve any Party from Liability for any willful breach occurring prior to any such termination set forth in this Agreement.

ARTICLE IX MISCELLANEOUS

Section 9.1 Survival. Except for any covenant that by its terms is to be performed (in whole or in part) by any Party following the Closing, none of the representations, warranties, or covenants of any Party set forth in this Agreement or in any certificate delivered pursuant to Section 7.1(c) or Section 7.2(c) shall survive, and each of the same shall terminate and be of no further force or effect as of, the Closing. Any covenants or obligations hereunder to be performed from and after the Closing shall survive until completion in accordance with the terms thereof.

Section 9.2 Expenses. Each Party will bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including all fees of law firms, commercial banks, investment banks, accountants, public relations firms, experts and consultants. For the avoidance of doubt, Buyer shall pay all recording fees arising from the transfer of the Acquired Assets.

Section 9.3 Entire Agreement. This Agreement and the Related Agreements constitute the entire agreement between the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or between the Parties to the extent they relate in any way to the subject matter hereof.

Section 9.4 Incorporation of Exhibits and Disclosure Schedule. The Exhibits to this Agreement and the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.5 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Seller Representative and the Buyer. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.5 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.6 Succession and Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other Parties.

(b) Notwithstanding the foregoing, Buyer may, without the consent of Sellers, designate, in accordance with the terms of this Agreement and effective as of the Closing, one or more Buyer Designees to acquire all, or any portion of, the Acquired Assets and assume all or any portion of the Assumed Liabilities or pay all or any portion of the Purchase Price; provided that, such assignment shall not relieve the Buyer of its obligations under this Agreement. The above designation may be made by Buyer by written notice to Sellers at any time prior to the expiration of the Designation Rights Period. The Parties agree to modify any Closing deliverables in accordance with the foregoing designation.

Section 9.7 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient; (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) on the day such communication was received by e-mail; or (d) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to any Seller or the Seller Representative:

Sam Ash Music Corporation
278 Duffy Avenue
Hicksville, New York 11801
Attention: David Ash and
Robert Seith
E-Mail: dash@samash.com
rseith@samash.com

With a copy (which shall not constitute notice to Sellers) to:

Cole Schotz P.C.
Court Plaza North
25 Main Street
Hackensack, New Jersey 07601
Attention: Ryan T. Jareck, Esq.
E-mail: rjareck@coleschotz.com

If to Buyer:

ORGANIZACION GONHER S.A. de C.V.
Calzada Colon #536 Nte. P.B.
Col. Centro
Torreon, Coahuila
CP: 27000
Mexico
Attention: Jorge Gonzalez Silva
E-mail: jorge@gonher.com

With a copy (which shall not constitute notice to Buyer) to:

Clifford Chance US LLP
Two Manhattan West
375 9th Avenue
New York, NY 10001-1696
Attention: Brian Lohan and Kevin Lehpamer
E-mail: Brian.Lohan@CliffordChance.com;
Kevin.Lehpamer@CliffordChance.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth in this Section 9.7.

Section 9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York (without giving effect to the principles of conflict of Laws of any jurisdiction that would cause the application of the Law of a jurisdiction other than New York), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

Section 9.9 Submission to Jurisdiction; Service of Process. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby and agrees that all claims in respect of such Litigation may be heard and determined in any such court. Each Party also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from the Bankruptcy Court or (b) bring any action or proceeding arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby in any other court; provided, however, that, if the Bankruptcy Case is closed or the Bankruptcy Court declines jurisdiction, each of the Parties irrevocably agrees that any Litigation or proceeding arising out of or relating to this Agreement brought by another Party or its successors or assigns shall be heard and determined in the courts of the State of New York sitting in the Borough of Manhattan, The City of New York, and of the United States District Court for the Southern District of New York. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Litigation so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 9.7; provided, however, that nothing in this Section 9.9 shall affect the right of any Party to serve legal process in any other manner permitted by law or in equity. Each Party agrees that a final judgment in any Litigation so brought shall be conclusive and may be enforced by Litigation or in any other manner provided by law or in equity. The Parties intend that all foreign jurisdictions will enforce any Decree of the Bankruptcy Court in any Litigation arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby.

Section 9.10 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.11 Specific Performance. The Parties shall be entitled to an injunction or injunctions to enforce specifically the Parties' respective covenants and agreements under this Agreement, without the requirement of posting a bond or other security or making a showing of irreparable harm.

Section 9.12 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by any Governmental Authority to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

Section 9.13 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than Buyer, each Seller, and their respective successors and permitted assigns.

(a) Non-Recourse. All claims or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or related in any manner to this Agreement or the Related Agreements may be made only against (and are expressly limited to) the Persons that are expressly identified as parties hereto or thereto (the "Contracting Parties"). In no event shall any Contracting Party have any shared or vicarious Liability for the actions or omissions of any other Person. No Person who is not a Contracting Party, including any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or representative of, and any financial advisor or lender to, any of the foregoing ("Non-Party Affiliates"), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute or based upon any theory that seeks to impose Liability of an entity party against its owners or affiliates) for any claims, causes of action, obligations or Liabilities arising under, out of, in connection with or related in any manner to this Agreement or the Related Agreements or based on, in respect of, or by reason of this Agreement or the Related Agreements or their negotiation, execution, performance or breach; and, to the maximum extent permitted by Law, each Contracting Party waives and releases all such Liabilities, claims and obligations against any such Non-Party Affiliates. Without limiting the foregoing, to the maximum extent permitted by Law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands, or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose Liability of a Contracting Party on any Non-Party Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Non-Party Affiliates with respect to the performance of this Agreement or the Related

Agreements or any representation or warranty made in, in connection with, or as an inducement to this Agreement or the Related Agreements.

Section 9.14 Mutual Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.15 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meanings ascribed to them in this Agreement. The representations and warranties of Sellers in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the Disclosure Schedule. The listing of any matter shall expressly not be deemed to constitute an admission by Sellers, or to otherwise imply, that any such matter is material, is required to be disclosed under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In no event shall the listing of any matter in the Disclosure Schedule be deemed or interpreted to expand the scope of Sellers' representations, warranties, or covenants set forth in this Agreement. All attachments to the Disclosure Schedule are incorporated by reference into the applicable section of the Disclosure Schedule in which they are directly or indirectly referenced.

Section 9.16 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.17 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

Section 9.18 Seller Representative. In order to administer efficiently the transactions contemplated hereby and by the Related Agreements, each Seller hereby designates and appoints the Seller Representative as its representative in connection with this Agreement. Each Seller hereby irrevocably grants the Seller Representative full power and authority to act as agent and attorney-in-fact for such Seller, with full power of substitution to do any and all things and execute any and all documents which may be necessary, convenient or appropriate to facilitate the consummation of the transactions contemplated by this Agreement and the Related Agreements, including: (a) to execute and deliver the Related Agreements on behalf of such Seller, (b) to give or agree to, on behalf of the Sellers, any and all consents, waivers, amendments or modifications deemed by the Seller Representative, in its discretion, to be necessary or appropriate under this Agreement or the other Related Agreements and the execution or delivery of any documents that may be necessary or appropriate in connection therewith; (c) to defend and/or settle any disputes with Buyer following the Closing and negotiate and compromise the same, (d) to agree to the Final Closing Working Capital Amount, (e) to authorize payment to the Buyer of cash from the Escrow


Account, (f) to terminate this Agreement in accordance with Section 8.1 and to seek any actions permitted pursuant to Section 8.2 in connection therewith, if applicable, (g) to prepare, agree, file and finalize the Final Purchase Price Allocation in accordance with Section 2.7, (h) to take any actions relating to tax matters as contemplated by Section 6.5, and (i) to take any and all additional actions necessary or appropriate in the good faith judgment of the Seller Representative for the accomplishment of the foregoing or as is contemplated to be taken by or on behalf of such Seller, by the terms of this Agreement and the other Related Agreements. All decisions and actions by the Seller Representative shall be conclusive and binding upon each Seller, and no such Seller shall have the right to object, dissent, protest or otherwise contest the same. By execution of this Agreement, each Seller agrees that Buyer shall be able to rely conclusively on the instructions and decisions of the Seller Representative. The Seller Representative shall not solely by reason of this agency arrangement have any fiduciary relationship in respect of any Seller. The provisions of this Section 9.18 shall be binding upon the executors, heirs, legal representatives, personal representatives, successor trustees and successors of each Seller, and any references in this Agreement or any of the other Related Agreements to such Persons shall mean and include the successors to each Person's rights hereunder. The Sellers may remove the Seller Representative at any time, with or without cause, with the written consent of all Sellers and notice to Buyer of the name of the replacement Seller Representative.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLERS:

SAM ASH MUSIC CORPORATION


By: 
Name: Jordan Meyers
Title: CRU

SAMSON TECHNOLOGIES CORP.

By: 
Name: Jordan Meyers
Title: CRU

SAM ASH MEGASTORES, LLC


By: Sam Ash Music Corporation,
its sole member

By: 
Name: Jordan Meyers
Title: CRU

SAM ASH CT, LLC

By: 
Name: Jordan Meyers
Title: CRU

SAM ASH QUIKSHIP CORP.

By: 
Name: Jordan Meyers
Title: CRU

SAM ASH FLORIDA MEGASTORES,
LLC

By: 
Name: Jordan Meyers
Title: CRO

SAM ASH ILLINOIS MEGASTORES,
LLC

By: 
Name: Jordan Meyers
Title: CRO

SAM ASH NEW JERSEY MEGASTORES,
LLC

By: 
Name: Jordan Meyers
Title: CRO

SAM ASH NEW YORK MEGASTORES,
LLC

By: 
Name: Jordan Meyers
Title: CRO

SAM ASH MUSIC MARKETING, LLC

By: 
Name: Jordan Meyers
Title: CRO

SAM ASH CALIFORNIA MEGASTORES,
LLC


By: 
Name: Jordan Meyers
Title: CRO

SAM ASH NEVADA MEGASTORES,
LLC

By: _____

Name:

Title:


Jordan Meyer
CRO

BUYER:

ORGANIZACION GONHER S.A. de C.V.

By:  _____

Name: Jorge Gonzalez Silva

Title: CEO

[Schedules Omitted]

Exhibit 2-A

(Assumed Contracts Schedule)

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
2	SAMSON TECHNOLOGIES CORPORATION	17TH STREET PHOTO SUPPLY INC	AUTHORIZED RETAIL DEALER AGREEMENT 6/8/2022
3	SAMSON TECHNOLOGIES CORPORATION	17TH STREET PHOTO SUPPLY INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT 6/8/2022
5	SAMSON TECHNOLOGIES CORPORATION	40 BILLS LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 7/15/2013
6	SAMSON TECHNOLOGIES CORPORATION	40 BILLS LLC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/18/2016
8	SAMSON TECHNOLOGIES CORPORATION	ABRACADABRA	AUTHORIZED RETAIL DEALER AGREEMENT
9	SAMSON TECHNOLOGIES CORPORATION	ABSOLUTE USA INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 12/3/2014
10	SAMSON TECHNOLOGIES CORPORATION	ACCESS A/V LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/20/2021
12	SAMSON TECHNOLOGIES CORPORATION	ACE KARAOKE CORPORATION	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 4/28/2016
13	SAMSON TECHNOLOGIES CORPORATION	ACE KARAOKE CORPORATION	AUTHORIZED RETAIL DEALER AGREEMENT DTD 10/6/2010
15	SAMSON TECHNOLOGIES CORPORATION	ADEMCO DISTRIBUTIONS INC	SUPPLIER AGREEMENT
17	SAMSON TECHNOLOGIES CORPORATION	ADORAMA INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 5/31/2012
22	SAMSON TECHNOLOGIES CORPORATION	ALL MUSIC INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 9/17/2019
24	SAMSON TECHNOLOGIES CORPORATION	ALPHA AUDIO WORKS INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 2/4/2021
26	SAMSON TECHNOLOGIES CORPORATION	ALTEL SOUND SYSTEMS	AUTHORIZED RETAIL DEALER AGREEMENT DTD 2/3/2005
27	SAMSON TECHNOLOGIES CORPORATION	ALTO MUSIC INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/22/2016
28	SAMSON TECHNOLOGIES CORPORATION	ALTO MUSIC INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/17/2005
29	SAMSON TECHNOLOGIES CORPORATION	ALVIS MUSIC & SOUND	AUTHORIZED RETAIL DEALER AGREEMENT DTD 12/26/2023
34	SAMSON TECHNOLOGIES CORPORATION	AMERICAN MUSICAL SUPPLY	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/17/2016
35	SAMSON TECHNOLOGIES CORPORATION	AMETRON	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT
37	SAMSON TECHNOLOGIES CORPORATION	AMPLIVOX SOUND SYSTEMS	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/10/2020
41	SAMSON TECHNOLOGIES CORPORATION	ANDY OWINGS MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/20/2005
42	SAMSON TECHNOLOGIES CORPORATION	ANDY OWINGS MUSIC CENTER	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT
45	SAMSON TECHNOLOGIES CORPORATION	APPLIED AUDIO & THEATRE SUPPLY	AUTHORIZED RETAIL DEALER AGREEMENT
46	SAMSON TECHNOLOGIES CORPORATION	ASCL VENTURES INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/5/2013
54	SAMSON TECHNOLOGIES CORPORATION	AUDIO INNOVATORS	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/31/2005

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
55	SAMSON TECHNOLOGIES CORPORATION	AUDIO VISUAL INNOVATIONS INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 9/27/2005
56	SAMSON TECHNOLOGIES CORPORATION	AUDIOPHILE COMPONENTS INC	DISTRIBUTION AGREEMENT
59	SAMSON TECHNOLOGIES CORPORATION	AUDIOTOPIA	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/1/2021
60	SAMSON TECHNOLOGIES CORPORATION	AUDIOTRONICA INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/18/2016
61	SAMSON TECHNOLOGIES CORPORATION	AUSTIN BAZAAR INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 11/13/2008
62	SAMSON TECHNOLOGIES CORPORATION	AV NOW INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/17/2016
68	SAMSON TECHNOLOGIES CORPORATION	AVELEC CR SA	DISTRIBUTION AGREEMENT
70	SAMSON TECHNOLOGIES CORPORATION	AXIS SATELLITE LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 8/25/2016
71	SAMSON TECHNOLOGIES CORPORATION	AXIS SATELLITE LLC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 8/25/2016
72	SAMSON TECHNOLOGIES CORPORATION	AXON US CORP	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 3/30/2023
74	SAMSON TECHNOLOGIES CORPORATION	B&H PHOTO	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/30/2005
76	SAMSON TECHNOLOGIES CORPORATION	BANANAS AT LARGE INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/16/2016
83	SAMSON TECHNOLOGIES CORPORATION	BASSMENT LLC, THE	AUTHORIZED RETAIL DEALER AGREEMENT
84	SAMSON TECHNOLOGIES CORPORATION	BAX-SHOP NL BV	AGREEMENT TERMS 2020
86	SAMSON TECHNOLOGIES CORPORATION	BEAVER VALLEY MUSIC CENTER INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 9/24/2018
87	SAMSON TECHNOLOGIES CORPORATION	BEAVER VALLEY MUSIC CENTER INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 9/24/2018
94	SAMSON TECHNOLOGIES CORPORATION	BEST BUY CANADA LTD	VENDOR INFORMATION REFERENCE
95	SAMSON TECHNOLOGIES CORPORATION	BEYOND INTEGRATION GROUP LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 9/21/2017
97	SAMSON TECHNOLOGIES CORPORATION	BIG APPLE MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/12/2005
98	SAMSON TECHNOLOGIES CORPORATION	BIG WAVE EVENTS INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/17/2022
99	SAMSON TECHNOLOGIES CORPORATION	BILLS MUSIC HOUSE	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/2/2005
102	SAMSON TECHNOLOGIES CORPORATION	BLACK DIAMOND VIDEO INC	AUTHORIZED CONTRACTOR AGREEMENT DTD 7/9/2012
105	SAMSON TECHNOLOGIES CORPORATION	BLOWS ME AWAY PRODUCTIONS	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 9/20/2010
106	SAMSON TECHNOLOGIES CORPORATION	BLUE OCEAN MUSIC CORP	DISTRIBUTION AGREEMENT

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
108	SAMSON TECHNOLOGIES CORPORATION	BLUES ANGEL MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/8/2009
109	SAMSON TECHNOLOGIES CORPORATION	BLUUM OF MINNESOTA LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 1/23/2023
110	SAMSON TECHNOLOGIES CORPORATION	BNC ELECTRONICS	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 1/14/2021
112	SAMSON TECHNOLOGIES CORPORATION	BOYNTON STUDIO INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT
117	SAMSON TECHNOLOGIES CORPORATION	BROADCAST SUPPLY WORLDWIDE	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 4/26/2012
118	SAMSON TECHNOLOGIES CORPORATION	BROADCASTERS GENERAL STORE	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/11/2005
119	SAMSON TECHNOLOGIES CORPORATION	BROADCASTERS GENERAL STORE	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 5/11/2005
122	SAMSON TECHNOLOGIES CORPORATION	BURT'S MUSIC AND SOUND	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/7/2005
126	SAMSON TECHNOLOGIES CORPORATION	CALDWELL CONNECTION	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/22/2016
127	SAMSON TECHNOLOGIES CORPORATION	CAMCOR INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 7/12/2005
128	SAMSON TECHNOLOGIES CORPORATION	CAMCOR INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 2/17/2016
129	SAMSON TECHNOLOGIES CORPORATION	CAMCOR INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/17/2016
130	SAMSON TECHNOLOGIES CORPORATION	CAMERA, SAMY'S	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/10/2010
131	SAMSON TECHNOLOGIES CORPORATION	CAMERA, SAMY'S	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 3/10/2010
132	SAMSON TECHNOLOGIES CORPORATION	CANAL SOUND + LIGHT	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/21/2016
133	SAMSON TECHNOLOGIES CORPORATION	CAPITAL COMM IND INC	AUTHORIZED CONTRACTOR AGREEMENT DTD 9/28/2005
134	SAMSON TECHNOLOGIES CORPORATION	CAPITAL COMM IND INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 9/28/2005
135	SAMSON TECHNOLOGIES CORPORATION	CARLTON MUSIC CENTER	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/4/2005
136	SAMSON TECHNOLOGIES CORPORATION	CARLTON MUSIC CENTER	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/16/2016
142	SAMSON TECHNOLOGIES CORPORATION	CEASARS MUSIC OF ILLINOIS INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/13/2024
143	SAMSON TECHNOLOGIES CORPORATION	CENTURIANS SOUND SYSTEMS & MORE	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/7/2005
153	SAMSON TECHNOLOGIES CORPORATION	CHRISTY LANE ENTERPRISES	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/20/2016
156	SAMSON TECHNOLOGIES CORPORATION	CLAWSONS MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/28/2005

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
160	SAMSON TECHNOLOGIES CORPORATION	CMI SOUND SYSTEMS LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 7/27/2018
162	SAMSON TECHNOLOGIES CORPORATION	COLLINS MUSIC CENTER	AUTHORIZED RETAIL DEALER AGREEMENT DTD 8/25/2020
167	SAMSON TECHNOLOGIES CORPORATION	COSKEY ELECTRONIC SYSTEMS LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/25/2023
168	SAMSON TECHNOLOGIES CORPORATION	COUNTS BROTHERS MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/11/2019
172	SAMSON TECHNOLOGIES CORPORATION	CRUTCHFIELD CORPORATION	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 7/8/2014
173	SAMSON TECHNOLOGIES CORPORATION	CUSTOM PRODUCTS AUDIO	AUTHORIZED RETAIL DEALER AGREEMENT DTD 9/4/2020
174	SAMSON TECHNOLOGIES CORPORATION	CUSTOM PRODUCTS AUDIO	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 9/4/2020
175	SAMSON TECHNOLOGIES CORPORATION	DALES ELECTRONICS	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/14/2005
200	SAMSON TECHNOLOGIES CORPORATION	DIGITAL DARKROOM PHOTOGRAPHY	AUTHORIZED RETAIL DEALER AGREEMENT DTD 10/30/2017
201	SAMSON TECHNOLOGIES CORPORATION	DIGITAL DARKROOM PHOTOGRAPHY	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 10/30/2017
202	SAMSON TECHNOLOGIES CORPORATION	DISCOUNT MUSIC CENTER	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/30/2005
206	SAMSON TECHNOLOGIES CORPORATION	DOWNTOWN SOUNDS WORKERS COOP	AUTHORIZED RETAIL DEALER AGREEMENT DTD 8/23/2021
207	SAMSON TECHNOLOGIES CORPORATION	DSG DISTRIBUTORS	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/16/2016
209	SAMSON TECHNOLOGIES CORPORATION	DYCKMAN ELECTRONICS CENTER INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 6/27/2012
215	SAMSON TECHNOLOGIES CORPORATION	E-DISTRIBUTION INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 11/21/2016
216	SAMSON TECHNOLOGIES CORPORATION	E-DISTRIBUTION INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 11/21/2016
221	SAMSON TECHNOLOGIES CORPORATION	EMPIRE WHOLESALE INC	AUTHORIZED CONTRACTOR AGREEMENT DTD 3/17/2016
223	SAMSON TECHNOLOGIES CORPORATION	ENCORE BROADCAST SOLUTIONS	AUTHORIZED RETAIL DEALER AGREEMENT DTD 11/17/2015
224	SAMSON TECHNOLOGIES CORPORATION	ENCORE BROADCAST SOLUTIONS	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/17/2016
226	SAMSON TECHNOLOGIES CORPORATION	ENTERTAINMENT SERVICES GROUP INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/18/2005
227	SAMSON TECHNOLOGIES CORPORATION	EP INITIATIVE LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 10/15/2013
228	SAMSON TECHNOLOGIES CORPORATION	EP INITIATIVE LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/10/2016
232	SAMSON TECHNOLOGIES CORPORATION	EST INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/2/2023
233	SAMSON TECHNOLOGIES CORPORATION	EST INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 3/2/2023

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
237	SAMSON TECHNOLOGIES CORPORATION	FABBLE LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/26/2024
247	SAMSON TECHNOLOGIES CORPORATION	FFA TOURING INC	AUTHORIZED RETAIL DEALER AGREEMENT
267	SAMSON TECHNOLOGIES CORPORATION	FOCUS CAMERA	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/18/2016
268	SAMSON TECHNOLOGIES CORPORATION	FORD AUDIO - VIDEO SYSTEMS INC	AUTHORIZED CONTRACTOR AGREEMENT DTD 4/2/2007
269	SAMSON TECHNOLOGIES CORPORATION	FOXES MUSIC COMPANY	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/11/2024
272	SAMSON TECHNOLOGIES CORPORATION	FRONT END AUDIO LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 8/25/2008
273	SAMSON TECHNOLOGIES CORPORATION	FULL COMPASS SYSTEMS	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 4/27/2005
276	SAMSON TECHNOLOGIES CORPORATION	FUMENTO LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/24/2018
278	SAMSON TECHNOLOGIES CORPORATION	GADSDEN MUSIC CO INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 9/15/2020
279	SAMSON TECHNOLOGIES CORPORATION	GALAXY AMUSEMENT SALES INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/10/2005
281	SAMSON TECHNOLOGIES CORPORATION	GEAR CLUB DIRECT INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 12/20/2012
282	SAMSON TECHNOLOGIES CORPORATION	GEORGE'S MUSIC INC	AUTHORIZED RETAIL DEALER AGREEMENT
283	SAMSON TECHNOLOGIES CORPORATION	GEORGE'S MUSIC INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 6/11/2012
325	SAMSON TECHNOLOGIES CORPORATION	GLAMAZON LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/20/2021
326	SAMSON TECHNOLOGIES CORPORATION	GLAMAZON LLC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 5/20/2021
327	SAMSON TECHNOLOGIES CORPORATION	GLOBAL CELLUTIONS DISTRIBUTORS INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 6/17/2021
328	SAMSON TECHNOLOGIES CORPORATION	GLOBAL CELLUTIONS DISTRIBUTORS INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 6/17/2021
334	SAMSON TECHNOLOGIES CORPORATION	GRAMCO BUSINESS COMMUNICATIONS INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/19/2005
339	SAMSON TECHNOLOGIES CORPORATION	GT MUSIC INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/7/2005
343	SAMSON TECHNOLOGIES CORPORATION	GUANGZHOU DIGITAL MUSIC ELEMENT CO LTD	AGREEMENT DTD 5/18/2022
344	SAMSON TECHNOLOGIES CORPORATION	GUANGZHOU DIGITAL MUSIC ELEMENT CO LTD	LETTER CONFIRMING AGREEMENT TO EXTEND TERM DTD 8/23/2019
349	SAMSON TECHNOLOGIES CORPORATION	GUANGZHOU GALAXY ELECTRONIC TECH CO LTD	AMENDMENT TO DISTRIBUTION AGREEMENT AMENDS AGREEMENT DTD 12/11/2019
350	SAMSON TECHNOLOGIES CORPORATION	GUANGZHOU GALAXY ELECTRONIC TECH CO LTD	DISTRIBUTION AGREEMENT
352	SAMSON TECHNOLOGIES CORPORATION	GUANGZHOU LONGDI NETWORK TECH CO LTD	AGREEMENT DTD 5/18/2022
356	SAMSON TECHNOLOGIES CORPORATION	GUITARS ON MAIN	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/15/2018

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
361	SAMSON TECHNOLOGIES CORPORATION	HARRIS, KEVIN V	AUTHORIZED RETAIL DEALER AGREEMENT DTD 2/7/2019
364	SAMSON TECHNOLOGIES CORPORATION	HERMES TRADING CO INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 6/27/2011
365	SAMSON TECHNOLOGIES CORPORATION	HERMES TRADING CO INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 6/27/2011
367	SAMSON TECHNOLOGIES CORPORATION	HILLJE MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/4/2010
368	SAMSON TECHNOLOGIES CORPORATION	HOLLYWOOD DJ	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/26/2014
369	SAMSON TECHNOLOGIES CORPORATION	HOLLYWOOD MI INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 4/30/2014
373	SAMSON TECHNOLOGIES CORPORATION	HOUSE OF GUITARS INC	AUTHORIZED RETAIL DEALER AGREEMENT
374	SAMSON TECHNOLOGIES CORPORATION	HOUSE OF GUITARS INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 5/6/2022
398	SAMSON TECHNOLOGIES CORPORATION	INFINITY ELECTRONICS	AUTHORIZED RETAIL DEALER AGREEMENT DTD 8/20/2008
404	SAMSON TECHNOLOGIES CORPORATION	INSTRUMENTOS MUSICALES LA VOZ SA	DISTRIBUTION AGREEMENT
417	SAMSON TECHNOLOGIES CORPORATION	INTERNATIONAL HOUSE OF MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 6/28/2010
433	SAMSON TECHNOLOGIES CORPORATION	JERRY BAUMER COMPANY, THE	AUTHORIZED RETAIL DEALER AGREEMENT DTD 11/28/2020
435	SAMSON TECHNOLOGIES CORPORATION	JHT MUSIC INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/6/2012
436	SAMSON TECHNOLOGIES CORPORATION	JIM MELHART PIANO	AUTHORIZED RETAIL DEALER AGREEMENT DTD 9/20/2006
437	SAMSON TECHNOLOGIES CORPORATION	JIMMY WALLACE GUITARS	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 10/14/2020
438	SAMSON TECHNOLOGIES CORPORATION	JOHNNY'S MUSIC SHOPPE	AUTHORIZED RETAIL DEALER AGREEMENT DTD 10/16/2023
443	SAMSON TECHNOLOGIES CORPORATION	K&S MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/26/2005
448	SAMSON TECHNOLOGIES CORPORATION	KEY CODE MEDIA INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 2/2/2013
450	SAMSON TECHNOLOGIES CORPORATION	KINGDOM COMPANY	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/10/2005
451	SAMSON TECHNOLOGIES CORPORATION	KINGDOM INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/24/2016
452	SAMSON TECHNOLOGIES CORPORATION	KNIGHT SOUND & LIGHTING INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 1/11/2021
459	SAMSON TECHNOLOGIES CORPORATION	LA MUSIC SERVICES INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 4/5/2012
460	SAMSON TECHNOLOGIES CORPORATION	LAFAYETTE MUSIC PRO SOUND	AUTHORIZED RETAIL DEALER AGREEMENT
461	SAMSON TECHNOLOGIES CORPORATION	LANCASTER MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 1/4/2006
462	SAMSON TECHNOLOGIES CORPORATION	LANE MUSIC INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 2/1/2022

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
463	SAMSON TECHNOLOGIES CORPORATION	LANHAM MUSIC OF ST JOSEPH LLC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/17/2016
465	SAMSON TECHNOLOGIES CORPORATION	LASERVISION WORLD	AUTHORIZED CONTRACTOR AGREEMENT DTD 12/8/2015
483	SAMSON TECHNOLOGIES CORPORATION	LIQUID AUDIO INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 6/9/2019
484	SAMSON TECHNOLOGIES CORPORATION	LIQUID AUDIO INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 6/4/2019
487	SAMSON TECHNOLOGIES CORPORATION	Long Island Industrial Management LLC	LEASE AGREEMENT - Samson Corp.
494	SAMSON TECHNOLOGIES CORPORATION	LONGJOIN INDUSTRY (HONG KONG) CO LTD	AMENDMENT TO DISTRIBUTION AGREEMENT AMENDS AGREEMENT DTD 12/11/2019
495	SAMSON TECHNOLOGIES CORPORATION	LONGJOIN INDUSTRY (HONG KONG) CO LTD	DISTRIBUTION AGREEMENT DTD 7/20/2022
496	SAMSON TECHNOLOGIES CORPORATION	LONGJOIN INDUSTRY (HONG KONG) CO LTD	LETTER CONFIRMING AGREEMENT TO EXTEND TERM DTD 8/23/2019
498	SAMSON TECHNOLOGIES CORPORATION	LSVT GLOBAL INC	AUTHORIZED CONTRACTOR AGREEMENT DTD 6/27/2011
499	SAMSON TECHNOLOGIES CORPORATION	LUBELL LABS INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/23/2021
505	SAMSON TECHNOLOGIES CORPORATION	MANCHESTER MUSIC MILL	AUTHORIZED RETAIL DEALER AGREEMENT DTD 6/1/2021
518	SAMSON TECHNOLOGIES CORPORATION	MEDIA RIGHT LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 11/27/2019
519	SAMSON TECHNOLOGIES CORPORATION	MEHAS MUSIC STORES INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/10/2018
521	SAMSON TECHNOLOGIES CORPORATION	MELODIC PRODUCTIONS INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 6/9/2005
522	SAMSON TECHNOLOGIES CORPORATION	MEYER ELECTRONIC SUPPLY CO INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 8/7/2023
524	SAMSON TECHNOLOGIES CORPORATION	MIDWEST SOUND AND LIGHTING	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/18/2016
525	SAMSON TECHNOLOGIES CORPORATION	MIKE RISKO MUSIC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 3/17/2016
527	SAMSON TECHNOLOGIES CORPORATION	MILLER WALDROP MUSIC WORLD INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 10/26/2010
543	SAMSON TECHNOLOGIES CORPORATION	MOUTON ACCORDIANS MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT
544	SAMSON TECHNOLOGIES CORPORATION	MOUTON ACCORDIANS MUSIC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/15/2016
545	SAMSON TECHNOLOGIES CORPORATION	MUNDT MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/10/2005
547	SAMSON TECHNOLOGIES CORPORATION	MUSIC CITY - ASHEVILLE	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/19/2005
548	SAMSON TECHNOLOGIES CORPORATION	MUSIC CORPORATION SA	DISTRIBUTION AGREEMENT
549	SAMSON TECHNOLOGIES CORPORATION	MUSIC PEOPLE INC, THE	AUTHORIZED RETAIL DEALER AGREEMENT
550	SAMSON TECHNOLOGIES CORPORATION	MUSIC WORLD	AUTHORIZED RETAIL DEALER AGREEMENT DTD 11/17/2005

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
551	SAMSON TECHNOLOGIES CORPORATION	MUSICAL EXPRESS COMERCIO LTDA	DISTRIBUTION AGREEMENT
553	SAMSON TECHNOLOGIES CORPORATION	MUZIC STORE INC, THE	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/24/2016
555	SAMSON TECHNOLOGIES CORPORATION	N STUFF MUSIC LLC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/19/2016
559	SAMSON TECHNOLOGIES CORPORATION	NEW BLOOD MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 9/26/2019
560	SAMSON TECHNOLOGIES CORPORATION	NEW BLOOD MUSIC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 9/26/2019
564	SAMSON TECHNOLOGIES CORPORATION	O DI BELLA MUSIC INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/23/2005
565	SAMSON TECHNOLOGIES CORPORATION	OASIS MUSIC COMPANY	AUTHORIZED CONTRACTOR AGREEMENT DTD 5/5/2010
568	SAMSON TECHNOLOGIES CORPORATION	OMEGA BROADCAST GROUP	AUTHORIZED RETAIL DEALER AGREEMENT DTD 7/7/2010
569	SAMSON TECHNOLOGIES CORPORATION	ONE DIVERSIFIED LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/4/2022
590	SAMSON TECHNOLOGIES CORPORATION	PARKWAY MUSIC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 2/18/2016
591	SAMSON TECHNOLOGIES CORPORATION	PARRAMORE MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 6/19/2023
600	SAMSON TECHNOLOGIES CORPORATION	PEACHSTATE AUDIO	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/3/2005
601	SAMSON TECHNOLOGIES CORPORATION	PEARISON INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 4/26/2019
602	SAMSON TECHNOLOGIES CORPORATION	PEARISON INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/26/2019
607	SAMSON TECHNOLOGIES CORPORATION	PENN AVE MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/5/2005
609	SAMSON TECHNOLOGIES CORPORATION	PERFORMANCE AUDIO	AUTHORIZED RETAIL DEALER AGREEMENT
611	SAMSON TECHNOLOGIES CORPORATION	PIANOS N STUFF	AUTHORIZED RETAIL DEALER AGREEMENT
613	SAMSON TECHNOLOGIES CORPORATION	PINEVILLE MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/20/2023
614	SAMSON TECHNOLOGIES CORPORATION	PINEVILLE MUSIC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 3/20/2023
620	SAM ASH QUIKSHIP CORPORATION	Pompanette, LLC	LEASE AGREEMENT - Tampa, FL Distriution Center
621	SAMSON TECHNOLOGIES CORPORATION	POPPA'S MUSIC MUSIC INC	AUTHORIZED RETAIL DEALER AGREEMENT
623	SAMSON TECHNOLOGIES CORPORATION	PORTMANS MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/23/2005
625	SAMSON TECHNOLOGIES CORPORATION	PRO ACOUSTICS LLP	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/20/2006
626	SAMSON TECHNOLOGIES CORPORATION	PRO SOUND GEAR INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 9/10/2013

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
627	SAMSON TECHNOLOGIES CORPORATION	PRO SOUND GEAR INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 9/10/2013
628	SAMSON TECHNOLOGIES CORPORATION	PRO SOUND INC	AUTHORIZED CONTRACTOR AGREEMENT
629	SAMSON TECHNOLOGIES CORPORATION	PRO SOUND SERVICE INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 11/1/2023
630	SAMSON TECHNOLOGIES CORPORATION	PROFESSIONAL AUDIO VISUAL	AUTHORIZED RETAIL DEALER AGREEMENT DTD 11/29/2018
636	SAMSON TECHNOLOGIES CORPORATION	QUANTUM NETWORKS LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 10/14/2015
639	SAMSON TECHNOLOGIES CORPORATION	RAWSON MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 12/7/2022
640	SAMSON TECHNOLOGIES CORPORATION	RAY SUPPLY INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 1/4/2008
644	SAMSON TECHNOLOGIES CORPORATION	REMIX AV SOLUTIONS LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/31/2018
645	SAMSON TECHNOLOGIES CORPORATION	REMIX AV SOLUTIONS LLC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 3/31/2018
648	SAMSON TECHNOLOGIES CORPORATION	RETRAC MUSIC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 9/28/2021
654	SAMSON TECHNOLOGIES CORPORATION	RH POWERSPORTS CONSULTING LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 2/21/2024
655	SAMSON TECHNOLOGIES CORPORATION	RNB ENTERPRISES INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 6/1/2005
656	SAMSON TECHNOLOGIES CORPORATION	RNJ ELECTRONICS INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/22/2005
682	SAMSON TECHNOLOGIES CORPORATION	ROCK ISLAND SOUND	AUTHORIZED RETAIL DEALER AGREEMENT
683	SAMSON TECHNOLOGIES CORPORATION	ROMEO MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 1/19/2010
684	SAMSON TECHNOLOGIES CORPORATION	ROMEO MUSIC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 1/19/2010
685	SAMSON TECHNOLOGIES CORPORATION	ROSSO MUSIC INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/24/2005
695	SAMSON TECHNOLOGIES CORPORATION	SAM ASH MUSIC CORPORATION	AUTHORIZATION TO DISTRIBUTE PRODUCTS
698	SAMSON TECHNOLOGIES CORPORATION	SAN DIEGO COUNTY MUSIC EXCHANGE INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/30/2021
702	SAMSON TECHNOLOGIES CORPORATION	SE SYSTEMS	AUTHORIZED RETAIL DEALER AGREEMENT DTD 7/1/2005
703	SAMSON TECHNOLOGIES CORPORATION	SEALING TECHNOLOGY INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/21/2016
707	SAMSON TECHNOLOGIES CORPORATION	SHANAHDOAH MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/16/2005
735	SAMSON TECHNOLOGIES CORPORATION	SOLOTECH US CORPORATION	AUTHORIZED RETAIL DEALER AGREEMENT DTD 6/4/2021
736	SAMSON TECHNOLOGIES CORPORATION	SOLOTECH US CORPORATION	AUTHORIZED DIREST RESPONSE DEALER AGREEMENT DTD 6/4/2021
752	SAMSON TECHNOLOGIES CORPORATION	SOUND BEACH MUSIC INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/27/2014

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
753	SAMSON TECHNOLOGIES CORPORATION	SOUND CITY (XR9000)	AUTHORIZED RETAIL DEALER AGREEMENT DTD 9/5/2005
754	SAMSON TECHNOLOGIES CORPORATION	SOUND CONTRACTING	AUTHORIZED RETAIL DEALER AGREEMENT
755	SAMSON TECHNOLOGIES CORPORATION	SOUND PRODUCTIONS	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/16/2005
756	SAMSON TECHNOLOGIES CORPORATION	SOUND SHOPPE LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/19/2023
757	SAMSON TECHNOLOGIES CORPORATION	SOUND SOURCE INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/8/2005
758	SAMSON TECHNOLOGIES CORPORATION	SOUND VIBRATIONS INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/26/2005
759	SAMSON TECHNOLOGIES CORPORATION	SPEECH GEAR INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT
760	SAMSON TECHNOLOGIES CORPORATION	SPEECH GEAR INC	AUTHORIZED CONTRACTOR AGREEMENT DTD 4/18/2011
762	SAMSON TECHNOLOGIES CORPORATION	SPRINGFIELD MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/27/2011
766	SAMSON TECHNOLOGIES CORPORATION	STEVEN MICHEO MUSIC INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/1/2005
767	SAMSON TECHNOLOGIES CORPORATION	STOCKADE GUITARS LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 11/3/2020
768	SAMSON TECHNOLOGIES CORPORATION	STRAIT MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 9/17/2009
770	SAMSON TECHNOLOGIES CORPORATION	STRIV AV LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/26/2022
775	SAMSON TECHNOLOGIES CORPORATION	SUPREME AUTO INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 2/9/2005
776	SAMSON TECHNOLOGIES CORPORATION	SWEETWATER SOUND INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 4/27/2005
838	SAMSON TECHNOLOGIES CORPORATION	TEXAS TOUR GEAR	AUTHORIZED RETAIL DEALER AGREEMENT DTD 7/5/2016
839	SAMSON TECHNOLOGIES CORPORATION	THAMES, JOEL E	AUTHORIZED RETAIL DEALER AGREEMENT DTD 9/15/2021
840	SAMSON TECHNOLOGIES CORPORATION	THAMES, JOEL E	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 9/15/2021
844	SAMSON TECHNOLOGIES CORPORATION	THE MUSIC STORE INC.	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/14/2021
850	SAMSON TECHNOLOGIES CORPORATION	TIE PHOTO INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 5/11/2011
851	SAMSON TECHNOLOGIES CORPORATION	TM INDUSTRIES	AUTHORIZED RETAIL DEALER AGREEMENT
852	SAMSON TECHNOLOGIES CORPORATION	TODOMUDICA SA	AMENDMENT TO DISTRIBUTION AGREEMENT DTD 5/1/2022
853	SAMSON TECHNOLOGIES CORPORATION	TOWER PRODUCTS INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/9/2005
854	SAMSON TECHNOLOGIES CORPORATION	TOWER PRODUCTS INC	AUTHORIZED RETAIL DEALER AGREEMENT
855	SAMSON TECHNOLOGIES CORPORATION	TRACE AUTO LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 7/2/2021
859	SAMSON TECHNOLOGIES CORPORATION	UNIQUE PHOTO INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 6/22/2016

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
863	SAMSON TECHNOLOGIES CORPORATION	VALIS JOINT STOCK COMPANY	DISTRIBUTION AGREEMENT 9/1/2021
864	SAMSON TECHNOLOGIES CORPORATION	VCOM/VALIANT INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/23/2005
865	SAMSON TECHNOLOGIES CORPORATION	VIDEO HI TECH CORP	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/11/2005
866	SAMSON TECHNOLOGIES CORPORATION	VIRVENTURES INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 9/1/2020
868	SAMSON TECHNOLOGIES CORPORATION	VTC SPECIALTIES INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 11/3/2021
872	SAMSON TECHNOLOGIES CORPORATION	WASHINGTON MUSIC CTR	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/5/2005
873	SAMSON TECHNOLOGIES CORPORATION	WASSMAN AUDIO VIDEO INC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/7/2008
880	SAMSON TECHNOLOGIES CORPORATION	WEST MUSIC COMPANY INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 5/15/2012
881	SAMSON TECHNOLOGIES CORPORATION	WESTLAKE PRO INC	AUTHORIZED CONTRACTOR AGREEMENT DTD 6/11/2013
891	SAMSON TECHNOLOGIES CORPORATION	WHOLESALE MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/28/2020
892	SAMSON TECHNOLOGIES CORPORATION	WOODY'S MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 3/17/2005
897	SAMSON TECHNOLOGIES CORPORATION	WYNGATE GROUP INC, THE	AUTHORIZED RETAIL DEALER AGREEMENT DTD 12/12/1994
911	SAMSON TECHNOLOGIES CORPORATION	ZACK ELECTRONICS INC	AUTHORIZED DIRECT RESPONSE DEALER AGREEMENT DTD 1/11/2017
913	SAMSON TECHNOLOGIES CORPORATION	ZENTRA LLC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 5/18/2017

Exhibit 2-B

(Designated Contract Schedule)

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
7	SAM ASH QUIKSHIP CORPORATION	ABLETON INC	AUTHORIZED ABELTON AFFILIATE APPLICATION
11	SAM ASH MUSIC CORPORATION	ACCESS PRODUCTS GROUP-MUSIC EXPRESS LLC	AUTHORIZED DEALER AGREEMENT
14	SAM ASH QUIKSHIP CORPORATION	ACERNO	COOPERATIVE MEMBER MASTER AGREEMENT DTD 12/5/2008
18	SAM ASH MEGASTORES LLC	ADT SECURITY SERVICES INC	RIDER FOR ADD'TL SERVICE DTD 3/17/2009
19	SAM ASH MUSIC CORPORATION	ALGOLIA INC	SERVICE ORDER QUOTE #Q-26163
20	SAM ASH MUSIC CORPORATION	ALGOLIA INC	SERVICE ORDER QUOTE #Q-12181-1
21	SAM ASH MUSIC CORPORATION	ALGOLIA INC	SERVICE ORDER #Q009449
23	SAMSON TECHNOLOGIES CORPORATION	ALLTRONICS TECH MFTG LTD	PRODUCT SOURCING AGREEMENT LETTER
25	SAM ASH MUSIC CORPORATION	ALPHATHETA MUSIC AMERICAS INC	TERM UPDATE LETTER DTD 9/1/2023
30	SAM ASH MUSIC CORPORATION	AMERICAN MUSIC & SOUND LLC	EXHIBIT A FOCUSRITE PRODUCTS DTD 5/1/2013
31	SAM ASH MUSIC CORPORATION	AMERICAN MUSIC & SOUND LLC	EXHIBIT A NOVATION PRODUCTS DTD 5/1/2013
32	SAM ASH MUSIC CORPORATION	AMERICAN MUSIC & SOUND LLC	EXHIBIT A ALLEN & HEALTH PRODUCTS
33	SAM ASH MUSIC CORPORATION	AMERICAN MUSIC & SOUND LLC	DEALER AGREEMENT
36	SAM ASH MUSIC CORPORATION	AMMP LLC	AGREEMENT 2008 DTD 1/1/2008
44	SAM ASH MUSIC CORPORATION	APC CORPORATION	SERVICE AGREEMENT CONTRACT
47	SAM ASH QUIKSHIP CORPORATION	ASTOUND COMMERCE CORPORATION	STAFF AUGMENTATION STATEMENT OF WORK
48	SAM ASH MUSIC CORPORATION	AT&T CORP	AMENDMENT TO THE MANAGED ROUTER SOLUTION PRICING SCHEDULE
49	SAM ASH MUSIC CORPORATION	ATTENTIVE MOBILE INC	ATTENTIVE MASTER SUBSCRIPTION AGREEMENT DTD 3/11/2019
50	SAM ASH MUSIC CORPORATION	ATTENTIVE MOBILE INC	WEBSITE USAGE CONTRACT
51	SAM ASH MUSIC CORPORATION	ATTENTIVE MOBILE INC	MASTER SUBSCRIPTION AGREEMENT
52	SAM ASH MUSIC CORPORATION	ATTENTIVE MOBILE INC	ATTENTIVE MASTER SUBSCRIPTION AGREEMENT
53	SAM ASH MUSIC MARKETING LLC	ATTENTIVE MOBILE INC	ORDER FORM RE: MASTER SUBSCRIPTION AGREEMENT DTD 5/1/2019
57	SAM ASH MUSIC CORPORATION	AUDIO-TECHNICA US INC	SALES POLICIES
58	SAM ASH MUSIC CORPORATION	AUDIO-TECHNICA US INC	DEALER AGREEMENT DTD 4/12/2011
63	SAM ASH MUSIC CORPORATION	AVALARA INC	PROFESSIONAL SERVICES STATEMENT OF WORK
64	SAM ASH MUSIC CORPORATION	AVALARA INC	SALES ORDER TERMS AND CONDITIONS FOR AVALARA SVS DTD 9/22/2023
65	SAM ASH MUSIC CORPORATION	AVEDIS ZILDJIAN & CO INC	EXTENDED WARRANTY SUPPORT AGREEMENT DTD 2/9/2010
66	SAM ASH MUSIC CORPORATION	AVELEC COMERICO LTDA	AUTHORIZATION LETTER DTD 11/13/2023
67	SAM ASH MUSIC CORPORATION	AVELEC COMERICO LTDA	AUTHORIZATION LETTER DTD 10/19/2022
69	SAM ASH MUSIC CORPORATION	AVIOM INC	AUTHORIZED PRO16 DEALER AGREEMENT DTD 3/6/2013
73	SAMSON TECHNOLOGIES CORPORATION	B WYNN SPORTS LLC	ENCLAVE & KEY MASTER SERVICES AGREEMENT
88	SAMSON TECHNOLOGIES CORPORATION	BEDROSIAN, ARAM	LICENSE AGREEMENT DTD 5/29/2020
85	SAM ASH MUSIC CORPORATION	BEAMZ INTERACTIVE INC	DEALER AGREEMENT
90	SAMSON TECHNOLOGIES CORPORATION	BEIJING 797 AUDIO CO LTD	PRODUCT SOURCING AGREEMENT LETTER
93	SAM ASH MUSIC CORPORATION	BEST BUY CANADA LTD	STANDARD TERMS
100	SAM ASH MUSIC MARKETING LLC	BIRDEYE INC	BIRDEYE CUSTOMER AGREEMENT
101	SAM ASH MUSIC MARKETING LLC	BIRDEYE INC	CUSTOMER AGREEMENT DTD 12/21/2016
102	SAMSON TECHNOLOGIES CORPORATION	BLACK DIAMOND VIDEO INC	AUTHORIZED CONTRACTOR AGREEMENT DTD 7/9/2012
103	SAM ASH MUSIC CORPORATION	BLACKSTAR AMPLIFICATION INC	2010 US DEALER AGREEMENT
104	SAM ASH MUSIC CORPORATION	BLIZZARD LIGHTING LLC	PRODUCT RESELLER AGREEMENT DTD 1/1/2020
107	SAM ASH MUSIC CORPORATION	BLUE YONDER INC	AMENDMENT TO MASTER AGREEMENT: MAINTENANCE
111	SAM ASH MUSIC CORPORATION	BOSE CORPORATION	PROFESSIONAL DEALER AGREEMENT
114	SAM ASH QUIKSHIP CORPORATION	BREACHLOCK INC	PROPOSAL DTD 12/28/2021 REF# 20211228-195607260
115	SAM ASH MUSIC CORPORATION	BRINK'S US	SERVICES AGREEMENT #MANE10200811437
120	SAMSON TECHNOLOGIES CORPORATION	BROOKLYN NETS ESPORTS LLC	SPONSORSHIP AGREEMENT LETTER DTD 4/5/2019
121	SAM ASH MEGASTORES LLC	BUILDING SECURITY SERVICES OF PA INC	SECURITY SERVICES AGREEMENT DTD 9/29/2008

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
123	SAM ASH MUSIC CORPORATION	C F MARTIN & COMPANY INC	AUTHORIZED INDEPENDENT DEALER AGREEMENT DTD 1/1/2011
124	SAM ASH MUSIC CORPORATION	C F MARTIN & COMPANY INC	AUTHORIZED INDEPENDENT DEALER AGREEMENT DTD 1/1/2010
125	SAM ASH MUSIC CORPORATION	C F MARTIN & COMPANY INC	AUTHORIZED INDEPENDENT DEALER AGREEMENT DTD 1/1/2009
137	SAM ASH MUSIC CORPORATION	CARVIN CORP	DEALER AGREEMENT DTD 3/2/2018
138	SAM ASH MUSIC CORPORATION	CASCADE MICROPHONES	DEALER AGREEMENT DTD 6/6/2012
140	SAM ASH MUSIC CORPORATION	CASIO AMERICA INC	AUTHORIZED DEALER AGREEMENT DTD 3/24/2015
141	SAM ASH QUIKSHIP CORPORATION	CASIO AMERICA INC	ONLINE CASINO MUSICAL INSTRUMENT DIVISION DEALER AGREEMENT
147	SAM ASH MUSIC CORPORATION	CERWIN-VEGA INC	2020 AUTHORIZED DEALER AGREEMENT
148	SAM ASH MUSIC CORPORATION	CF MARTIN & COMPANY INC	AUTHORIZED INDEPENDENT DEALER AGREEMENT
151	SAM ASH MUSIC CORPORATION	CHAUVET LIGHTING	DEALER AGREEMENT DTD 3/1/2016
152	SAM ASH MUSIC CORPORATION	CHAUVET LIGHTING	DEALER AGREEMENT DTD 1/31/2012
155	SAM ASH MEGASTORES LLC	CINTAS CORPORATION	NATIONAL FIRE PROTECTION AGREEMENT
161	SAMSON TECHNOLOGIES CORPORATION	COLBALT ELECTRONICS (HK) CO LTD	PRODUCT SOURCING AGREEMENT LETTER
163	SAM ASH MUSIC CORPORATION	COMPOSITE ACOUSTICS TECHNOLOGIES LLC	AUTHORIZED INDEPENDENT DEALERSHIP AGREEMENT DTD 10/19/2008
164	SAM ASH MUSIC CORPORATION	CONN-SELMER INC	AGREEMENT DETAILS DTD 9/30/2010
165	SAM ASH MUSIC CORPORATION	CONN-SELMER INC	AGREEMENT DETAILS DTD 9/30/2009
166	SAM ASH MUSIC CORPORATION	CONN-SELMER INC	AGREEMENT DETAILS DTD 9/30/2012
169	SAM ASH MUSIC CORPORATION	CRITEO SA	ADVERTISER TERMS AND CONDITIONS - EMAIL MARKETING SERVICE
170	SAM ASH MUSIC MARKETING LLC	CRITEO SA	UNIVERSAL INSERTION ORDER# IO-230395
171	SAM ASH MUSIC CORPORATION	CRMFUSION INC	SOFTWARE LICENSE AGREEMENT
176	SAMSON TECHNOLOGIES CORPORATION	DANKELSON, DEDE	INFLUENCER AGREEMENT LETTER DTD 12/16/2022
177	SAMSON TECHNOLOGIES CORPORATION	DANKELSON, PETER	INFLUENCER AGREEMENT LETTER DTD 12/16/2022
179	SAM ASH MUSIC CORPORATION	DAS AUDIO OF AMERICA INC	DEALER AGREEMENT
180	SAM ASH MUSIC CORPORATION	DAS AUDIO OF AMERICA INC	DEALER AGREEMENT DTD 1/3/2022
181	SAM ASH MUSIC CORPORATION	DAS AUDIO OF AMERICA INC	RIDER TO AUDIO DEALER AGREEMENT
182	SAM ASH MUSIC CORPORATION	DAS AUDIO OF AMERICA INC	DEALER AGREEMENT DTD 1/3/2022
183	SAM ASH MUSIC CORPORATION	DATADOME SOLUTIONS INC	DATADOME QUOTE #QU-1408
184	SAM ASH MUSIC CORPORATION	DATADOME SOLUTIONS INC	DATADOME QUOTE #QU-1517
185	SAM ASH QUIKSHIP CORPORATION	DATADOME SOLUTIONS INC	DATADOME QUOTE #QU-1517
186	SAM ASH MUSIC CORPORATION	DATADOME SOLUTIONS INC	AMENDMENT TO CONTRACT
187	SAM ASH MUSIC CORPORATION	DATADOME SOLUTIONS INC	AMENDMENT TO GENERAL TERMS OF SALE - YEARLY SUBSCRIPTION DTD 9/29/2021
188	SAM ASH MUSIC CORPORATION	DAVID MILLS MUSIC INSTRUMENTS	FLAT KEY VIOLINS EXCLUSIVE AGREEMENT DTD 8/5/2008
189	SAMSON TECHNOLOGIES CORPORATION	DAVIES, WILL	INFLUENCER AGREEMENT LETTER DTD 6/30/2023
190	SAMSON TECHNOLOGIES CORPORATION	DAVIS, JORDAN	REVIEWER AGREEMENT LETTER DTD 4/3/2024
191	SAMSON TECHNOLOGIES CORPORATION	DE LOS REYES, DANIEL	EXTENSION OF MODEL RELEASE DTD 3/7/2023
192	SAM ASH MUSIC CORPORATION	DEERING BANJO COMPANY INC	RETAIL DEALER AGREEMENT
193	SAM ASH MUSIC CORPORATION	DEERING QUALITY BANJOS	LETTER NEW RETAIL DEALER AGREEMENT DTD 1/18/2011
194	SAM ASH MUSIC CORPORATION	DELOITTE & TOUCHE LLP	ENGAGEMENT LETTER DTD 8/24/2009
195	SAMSON TECHNOLOGIES CORPORATION	DENHAM, MICHAEL	INFLUENCER AGREEMENT LETTER DTD 4/18/2023
196	SAMSON TECHNOLOGIES CORPORATION	DENNIS, ALISHA	INFLUENCER AGREEMENT DTD 12/6/2021
197	SAMSON TECHNOLOGIES CORPORATION	DENNIS, ALISHA	EXTENSION OF INFLUENCER AGREEMENT DTD 1/6/2023
199	SAM ASH MEGASTORES LLC	DETONATOR LLC	SIGNATURE PAGE TO LOCATION AGREEMENT DTD 7/6/2011
204	SAM ASH MUSIC CORPORATION	DOVE, JASON	DEALER AGREEMENT CHIBSON ENTERTAINMENT USA
205	SAM ASH MUSIC CORPORATION	DOVE, JASON	DEALER AGREEMENT

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
208	SAM ASH MUSIC CORPORATION	DUNLOP MANUFACTURING INC	PRODUCT SOURCING AGREEMENT DTD 4/24/2013
210	SAM ASH QUIKSHIP CORPORATION	EARBUZZ.COM LLC	MUTUAL AGREEMENT DTD 1/8/2009
211	SAM ASH MUSIC CORPORATION	EARBYTE LTD	COOPERATION AGREEMENT
212	SAM ASH MUSIC CORPORATION	EARBYTE LTD	NON-EXCLUSIVE DEALERSHIP AGREEMENT DTD 6/25/2013
213	SAM ASH MUSIC CORPORATION	EARTHWORKS INC	DEALER AGREEMENT DTD 1/18/2019
214	SAM ASH MUSIC CORPORATION	EASTMAN MUSIC COMPANY	DEALER DISTRIBUTION AGREEMENT
217	SAM ASH MUSIC CORPORATION	ELECTRONIC CONCEPTS	CHANGE ORDER #1 DTD 1/25/2010 (PROPOSAL #09614D3)
218	SAM ASH MUSIC CORPORATION	ELECTRONIC CONCEPTS	CHANGE ORDER #1 DTD 1/25/2010 (PROPOSAL #09614D3)
219	SAM ASH MUSIC CORPORATION	EMC CORPORATION	MASTER LEASE AGREEMENT
220	SAM ASH MUSIC CORPORATION	EMCOR SERVICES FLUIDICS	PREVENTATIVE MAINTENANCE AGREEMENT
222	SAMSON TECHNOLOGIES CORPORATION	ENBAO ELECTRONIC CO LTD	PRODUCT SOURCING AGREEMENT LETTER
225	SAMSON TECHNOLOGIES CORPORATION	ENGEVIDEO COM E ASSTENCIA TECNICA LTD	AUTHORIZED SERVICE CENTER AGREEMENT
229	SAM ASH MUSIC CORPORATION	EPSILON ELECTRONICS INC	RETAIL DEALER AGREEMENT DTD 2/11/2015
230	SAM ASH MUSIC CORPORATION	ERETAIL BUSINESS SOLUTIONS INC	STATEMENT OF WORK FOR LOCAL GOOGLE INTEGRATION DTD 1/18/2011
231	SAM ASH MUSIC CORPORATION	ESSENTIAL ACCESSIBILITY INC	ORDER FORM DTD 7/9/2021
234	SAM ASH MUSIC CORPORATION	ETYMOTIC RESEARCH INC	MINIMUM ADVERTISED PRICEC (MAP) POLICY
235	SAM ASH MUSIC CORPORATION	EVETS CORPORATION	EVETS CORPORATION DEALER AGREEMENT
236	SAM ASH MUSIC MARKETING LLC	EXACTTARGET INC	ORDER FORM Q-0239537
238	SAM ASH MUSIC CORPORATION	FANCENTRIC LLC	SALESFORCE EMAIL INTEGRATION & START-UP SERVICES DTD 5/10/2016
239	SAM ASH MUSIC CORPORATION	FENDER MUSICAL INSTRUMENTS CORP	AUTHORIZED US DEALER AGREEMENT (2023)
240	SAM ASH MUSIC CORPORATION	FENDER MUSICAL INSTRUMENTS CORP	AUTHORIZED DEALER AGREEMENT 2016
241	SAM ASH MUSIC CORPORATION	FENDER MUSICAL INSTRUMENTS CORP	AUTHORIZED SERVICE CENTER AGREEMENT
242	SAM ASH MUSIC CORPORATION	FENDER MUSICAL INSTRUMENTS CORP	AUTHORIZED DEALER AGREEMENT DTD 2/10/2009
243	SAM ASH QUIKSHIP CORPORATION	FENDER MUSICAL INSTRUMENTS CORP	2016 WEB ADDENDUM - ALL BRANDS
244	SAM ASH QUIKSHIP CORPORATION	FENDER MUSICAL INSTRUMENTS CORP	AUTHORIZED DEALER AGREEMENT DTD 2/10/2009
245	SAM ASH QUIKSHIP CORPORATION	FENDER MUSICAL INSTRUMENTS CORP	E-COMMERCE ADDENDUM
246	SAMSON TECHNOLOGIES CORPORATION	FERREIRA, RUDY	INFLUENCER AGREEMENT LETTER DTD 4/18/2023
248	SAM ASH MUSIC CORPORATION	FIRST DATA MERCHANT SERVICES LLC	DISCOVER NETWORK FULL SERVICE PROGRAM ADDENDUM
249	SAM ASH CT LLC	FIRST DATA SERVICES LLC	AMENDMENT #1 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 4/22/2010
250	SAM ASH FLORIDA MEGASTORES LLC	FIRST DATA SERVICES LLC	AMENDMENT #1 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 4/22/2010
251	SAM ASH ILLINOIS MEGASTORES LLC	FIRST DATA SERVICES LLC	AMENDMENT #1 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 4/22/2010
252	SAM ASH MEGASTORES LLC	FIRST DATA SERVICES LLC	AMENDMENT #1 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 4/22/2010
253	SAM ASH MUSIC CORPORATION	FIRST DATA SERVICES LLC	MERCHANT NOTICE (MERCHANT #451043201990) LETTER DTD 3/2/2009
254	SAM ASH MUSIC CORPORATION	FIRST DATA SERVICES LLC	AMENDMENT OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 6/18/2013
255	SAM ASH MUSIC CORPORATION	FIRST DATA SERVICES LLC	AMENDMENT #1 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 4/22/2010
256	SAM ASH MUSIC CORPORATION	FIRST DATA SERVICES LLC	AMENDMENT #3 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 5/17/2016
257	SAM ASH MUSIC CORPORATION	FIRST DATA SERVICES LLC	AMENDMENT #4 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 7/1/2019
258	SAM ASH MUSIC CORPORATION	FIRST DATA SERVICES LLC	AMENDMENT #3 OF THE MERCHANT SERVICES BANKCARD AGREEMENT

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
259	SAM ASH MUSIC CORPORATION	FIRST DATA SERVICES LLC	AMENDMENT #5 OF THE MERCHANT SERVICES BANKCARD AGREEMENT
260	SAM ASH MUSIC CORPORATION	FIRST DATA SERVICES LLC	AMENDMENT #2 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 6/18/2013
261	SAM ASH MUSIC CORPORATION	FIRST DATA SERVICES LLC	AMENDMENT #1 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 4/22/2010
262	SAM ASH NEW JERSEY MEGASTORES LLC	FIRST DATA SERVICES LLC	AMENDMENT #1 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 4/22/2010
263	SAM ASH NEW YORK MEGASTORES LLC	FIRST DATA SERVICES LLC	AMENDMENT #1 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 4/22/2010
264	SAM ASH QUIKSHIP CORPORATION	FIRST DATA SERVICES LLC	AMENDMENT #1 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 4/22/2010
265	SAMSON TECHNOLOGIES CORPORATION	FIRST DATA SERVICES LLC	MERCHANT NOTICE (MERCHANT #451660754990) LETTER DTD 11/1/2008
266	SAMSON TECHNOLOGIES CORPORATION	FLEXENTIAL CORP	TERMINATION OF SERVICE QUOTE #Q-135949
270	SAM ASH MUSIC CORPORATION	FRAMUS & WARWICK MUSIC USA INC	AUTHORIZED DEALER AGREEMENT
274	SAM ASH MUSIC CORPORATION	FULLTONE MUSICAL PRODUCTS INC	2019 FULLTONE FULL-LINE DEALER AGREEMENT
275	SAM ASH MUSIC CORPORATION	FULLTONE MUSICAL PRODUCTS INC	STANDARD DEALER AGREEMENT RIDER
284	SAM ASH MUSIC CORPORATION	GIBSON BRANDS INC	THIRD PARTY E-COMMERCE AUTHORIZATION ADDENDUM
285	SAM ASH MUSIC CORPORATION	GIBSON BRANDS INC	2015 DOMESTIC RETAIL DEALER AGREEMENT
286	SAM ASH MUSIC CORPORATION	GIBSON BRANDS INC	AMENDMENT TO DOMESTIC RETAIL DEALER AGREEMENT AMENDS AGREEMENT DTD 7/14/2015
287	SAM ASH MUSIC CORPORATION	GIBSON BRANDS INC	2016 DOMESTIC RETAIL DEALER AGREEMENT
288	SAM ASH MUSIC CORPORATION	GIBSON BRANDS INC	AMENDMENT TO DOMESTIC RETAIL DEALER AGREEMENT AMENDS AGREEMENT DTD 7/20/2016
289	SAM ASH MUSIC CORPORATION	GIBSON BRANDS INC	2017 DOMESTIC RETAIL DEALER AGREEMENT
290	SAM ASH MUSIC CORPORATION	GIBSON BRANDS INC	AMENDMENT TO DOMESTIC RETAIL DEALER AGREEMENT AMENDS AGREEMENT DTD 8/31/2017
291	SAM ASH MUSIC CORPORATION	GIBSON BRANDS INC	2014 DOMESTIC RETAIL DEALER AGREEMENT
292	SAM ASH MUSIC CORPORATION	GIBSON BRANDS INC	AMENDMENT TO DOMESTIC RETAIL DEALER AGREEMENT
293	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CANADA LTD	2015 DOMESTIC RETAIL DEALER AGREEMENT
294	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CANADA LTD	2016 DOMESTIC RETAIL DEALER AGREEMENT
295	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SM227414W DTD 8/23/2007
296	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	FIRST AMENDMENT TO DOMESTIC RETAIL DISTRIBUTION AGREEMENT
297	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	AUTHORIZATION AGREEMENT
298	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	FIRST AMENDMENT TO DOMESTIC RETAIL DEALER AGREEMENT
299	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	AUTHORIZATION AGREEMENT RE: DOMESTIC DEALER AGREEMENT DTD 7/15/2009
300	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	AUTHORIZATION AGREEMENT
301	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	AUTHORIZATION AGREEMENT RE: DOMESTIC DEALER AGREEMENT DTD 7/15/2011
302	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	AUTHORIZATION AGREEMENT RE: DOMESTIC DEALER AGREEMENT DTD 7/15/2013
303	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	2012 DOMESTIC RETAIL DEALER AGREEMENT
304	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	2013 DOMESTIC RETAIL DEALER AGREEMENT
305	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	2009 DOMESTIC RETAIL DEALER AGREEMENT
306	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	2010 DOMESTIC RETAIL DEALER AGREEMENT
307	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	2007 DOMESTIC RETAIL DEALER AGREEMENT
308	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	AUTHORIZATION AGREEMENT DTD 8/27/2007
309	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	FIRST AMENDMENT TO DOMESTIC RETAIL DEALER AGREEMENT

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
310	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	IMAGE RELEASE
311	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	2010 DOMESTIC RETAIL DEALER AGREEMENT
312	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	2ND AMENDMENT TO GIBSON DOMESTIC RETAIL DEALER AGREEMENT
313	SAM ASH MUSIC CORPORATION	GIBSON GUITAR CORP	AUTHORIZATION AGREEMENT RE: DOMESTIC DEALER AGREEMENT DTD 7/15/2013
314	SAM ASH MUSIC CORPORATION	GIVEX CANADA CORP	ORDER FORM NO SO1003
315	SAM ASH MUSIC CORPORATION	GIVEX CORPORATION	CETRIFICATION LETTER DTD 6/5/2008
316	SAM ASH FLORIDA MEGASTORES LLC	GIVEX USA CORPORATION	ORDER FORM
317	SAM ASH FLORIDA MEGASTORES LLC	GIVEX USA CORPORATION	USA MERCHANT AGREEMENT
318	SAM ASH FLORIDA MEGASTORES LLC	GIVEX USA CORPORATION	SOW #JJ-427862 DTD 3/19/2020
319	SAM ASH FLORIDA MEGASTORES LLC	GIVEX USA CORPORATION	USA MERCHANT AGREEMENT
320	SAM ASH FLORIDA MEGASTORES LLC	GIVEX USA CORPORATION	STATEMENT OF WORK
321	SAM ASH MUSIC CORPORATION	GIVEX USA CORPORATION	USA MERCHANT AGREEMENT
322	SAM ASH MUSIC CORPORATION	GIVEX USA CORPORATION	2005 ORDER FORM
323	SAM ASH MUSIC CORPORATION	GIVEX USA CORPORATION	STATEMENT OF WORK JJ#74509 DTD 9/29/2008
329	SAM ASH MUSIC CORPORATION	GON BOPS INC	CONFIDENTIAL APPLICATION FOR CREDIT
333	SAM ASH MUSIC CORPORATION	GOPRO INC	AUTHORIZED RESELLER AGREEMENT
337	SAM ASH MUSIC CORPORATION	GRIFFIN TECHNOLOGY INC	SIGNATURE PAGE TO SIDE LETTER
338	SAM ASH MUSIC CORPORATION	GRIFFIN TECHNOLOGY INC	RETAILER AGREEMENT
340	SAMSON TECHNOLOGIES CORPORATION	GUANGDONG ZHONGXIN MUSICAL INSTRUMENT MFG CO LTD	LICENSE AGREEMENT DTD 10/1/2023
341	SAM ASH MUSIC CORPORATION	GUANGZHOU DIGITAL MUSIC ELEMENT CO LTD	AGREEMENT DTD 5/18/2022
342	SAM ASH MUSIC CORPORATION	GUANGZHOU DIGITAL MUSIC ELEMENT CO LTD	DISTRIBUTION AGREEMENT DTD 12/10/2019
345	SAM ASH MUSIC CORPORATION	GUANGZHOU GALAXY ELECTRONIC TECH CO LTD	AMENDMENT TO DISTRIBUTION AGREEMENT
346	SAM ASH MUSIC CORPORATION	GUANGZHOU GALAXY ELECTRONIC TECH CO LTD	DISTRIBUTION AGREEMENT
347	SAM ASH MUSIC CORPORATION	GUANGZHOU GALAXY ELECTRONIC TECH CO LTD	AMENDMENT TO DISTRIBUTION AGREEMENT AMENDS AGREEMENT DTD 12/11/2019
348	SAM ASH MUSIC CORPORATION	GUANGZHOU GALAXY ELECTRONIC TECH CO LTD	AUTHORIZATION FOR BRAND USE
351	SAM ASH MUSIC CORPORATION	GUANGZHOU LONGDI NETWORK TECH CO LTD	AGREEMENT DTD 5/18/2022
353	SAMSON TECHNOLOGIES CORPORATION	GUANGZHOU LONGJOIN ELECTRONIC TECH CO LTD	LETTER CONFIRMING AGREEMENT TO EXTEND TERM DTD 8/23/2019
354	SAM ASH MUSIC CORPORATION	GUANGZHOU SUNPOST MUSICAL INSTRUMENTS CO LTD	PRODUCT SOURCING AGREEMENT LETTER DTD 12/2/2021
355	SAM ASH MUSIC CORPORATION	GUILLEMOT INC	NON EXCLUSIVE DISTRIBUTION AGREEMENT
357	SAM ASH MUSIC CORPORATION	HAMMOND SUZUKI USA INC	PRO-LINE DEALER AGREEMENT DTD 7/15/2012
358	SAM ASH MUSIC CORPORATION	HAMMOND SUZUKI USA INC	FULL LINE DEALER AGREEMENT DTD 7/15/2012
359	SAM ASH MUSIC CORPORATION	HARMAN INTERNATIONAL INDUSTRIES INC	AUTHORIZED US DEALER AGREEMENT
360	SAM ASH MUSIC CORPORATION	HARMAN PROFESSIONAL INC	AUTHORIZED US DEALER AGREEMENT
370	SAMSON TECHNOLOGIES CORPORATION	HOMNI ENTERPRISES CO LTD	PRODUCT SOURCING AGREEMENT LETTER
371	SAMSON TECHNOLOGIES CORPORATION	HOSHINO GAKKI CO LTD	LICENSE AND DISTRIBUTION AGREEMENT
372	SAMSON TECHNOLOGIES CORPORATION	HOSHINO GAKKI HANBAI CO LTD	LICENSE AND DISTRIBUTION AGREEMENT
375	SAM ASH QUIKSHIP CORPORATION	IBM CANADA LIMITED	AGREEMENT FOR EXCHANGE OF CONFIDENTIAL INFORMATION
395	SAM ASH MUSIC CORPORATION	IKINGDOM CORPORATION	POLICY REGARDING MINIMUM ADVERTISED PRICING (MAP)
396	SAM ASH MUSIC CORPORATION	IKINGDOM CORPORATION	US RESELLER AGREEMENT DTD 6/7/2012
397	SAM ASH QUIKSHIP CORPORATION	INFAMOUS PUBLISHING	SPONSORSHIP AGREEMENT DTD 8/11/2008
400	SAM ASH MUSIC CORPORATION	INGRAM MICRO INC	RESELLER UPDATE FORM
401	SAM ASH MUSIC CORPORATION	INMUSIC BRANDS INC	INMUSIC AUTHORIZED DEALER AGREEMENT
402	SAM ASH MUSIC CORPORATION	INMUSIC BRANDS INC	RIDER TO AUTHORIZED DEALER AGREEMENT

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
403	SAM ASH MUSIC CORPORATION	INMUSIC BRANDS INC	2012 AUTHORIZED CONFIDENTIAL DEALER AGREEMENT
418	SAM ASH QUIKSHIP CORPORATION	INTERNET MARKETING	ORDER CONFIRMATION DTD 9/12/2012
419	SAM ASH QUIKSHIP CORPORATION	INTERNET MARKETING	ORDER CONFIRMATION DTD 5/22/2013
420	SAM ASH QUIKSHIP CORPORATION	INTERNET MARKETING	ORDER CONFIRMATION DTD 6/26/2012
421	SAMSON TECHNOLOGIES CORPORATION	INVEN INDUSTRIES CO LTD	PRODUCT SOURCING AGREEMENT LETTER
422	SAM ASH QUIKSHIP CORPORATION	IPROspect.COM INC	MUTUAL NON-DISCLOSURE AGREEMENT DTD 2/1/2010
424	SAM ASH MUSIC CORPORATION	IZOTOPE INC	DEALER AGREEMENT
425	SAM ASH MUSIC CORPORATION	IZOTOPE INC	SIGNATURE PAGE OF DEALER AGREEMENT
426	SAMSON TECHNOLOGIES CORPORATION	JACKSON, RANDOLPH L	LICENSE AGREEMENT DTD 10/28/2020
427	SAM ASH QUIKSHIP CORPORATION	JARVIS INDUSTRIES INC	DEALER QUESTIONNAIRE
428	SAM ASH MUSIC CORPORATION	JAVA MUSICAL INSTRUMENTS (JIASHAN) CO LTD	PRODUCT SOURCING AGREEMENT LETTER DTD 12/2/2021
430	SAM ASH MUSIC CORPORATION	JBL PROFESSIONAL	DEALER AGREEMENT DTD 4/27/2005
431	SAM ASH MUSIC CORPORATION	JBL PROFESSIONAL	DEALER AGREEMENT DTD 4/27/2005
432	SAM ASH MUSIC CORPORATION	JDA SOFTWARE INC	STATEMENT OF WORK 2014-1029
434	SAM ASH MUSIC CORPORATION	JERRY WEST LLC	DIGIMET PRODUCT DISTRIBUTION AGREEMENT
439	SAMSON TECHNOLOGIES CORPORATION	JOHNSON, MARK	REVIEWER AGREEMENT LETTER DTD 4/9/2024
444	SAMSON TECHNOLOGIES CORPORATION	KAART MARKETING LLC	MASTER SERVICES AGREEMENT
445	SAMSON TECHNOLOGIES CORPORATION	KAART MARKETING LLC	MANAGED WEBSITE HOSTING AGREEMENT DTD 5/22/2023
453	SAM ASH MUSIC CORPORATION	KORG USA INC	DEALER AGREEMENT DTD 4/23/2009
454	SAMSON TECHNOLOGIES CORPORATION	KPBO CORPORATION	PRODUCT SOURCING AGREEMENT LETTER DTD 12/15/2021
455	SAM ASH MUSIC CORPORATION	KRONOS INC	WFR SOC BRIDGE LETTER DTD 1/1/2017
456	SAM ASH MUSIC CORPORATION	KRONOS INC	SOC REPORT FOR WORKFORCE READY INFRASTRUCTURE & APPLICATION SERVICES SYSTEM
457	SAM ASH MUSIC CORPORATION	KRONOS INC	WORKFOCEONE SOC BRIDGE LETTER DTD 1/1/2017
458	SAM ASH MUSIC CORPORATION	KURZWEIL HOME PRODUCTS	MINIMUM ADVERTISED PRICE POLICY
466	SAM ASH MUSIC CORPORATION	LAWSON SOFTWARE AMERICAS INC	PRODUCT ORDER FORM
467	SAM ASH MUSIC CORPORATION	LAWSON SOFTWARE INC	SERVICES ORDER FORM
469	SAM ASH MUSIC CORPORATION	LEEM PRODUCTS CO LTD	PRODUCT SOURCING AGREEMENT LETTER DTD 12/2/2021
470	SAM ASH QUIKSHIP CORPORATION	LIKESHARE CORP	MASTER SERVICES AGREEMENT DTD 8/31/2008
471	SAM ASH QUIKSHIP CORPORATION	LIKESHARE CORP	ORDER FORM AND PRICING SCHEDULE
472	SAM ASH MUSIC CORPORATION	LIMBACH	INVOICE #000309444 DTD 2/22/2012
473	SAM ASH MUSIC CORPORATION	LIMBACH COMPANY LLC	SPECIAL PROJECTS AGREEMENT #P12P017 DTD 2/6/2012
474	SAM ASH FLORIDA MEGASTORES LLC	LINE 6 INC	CONFIDENTIALITY OF INFORMATION AGREEMENT
475	SAM ASH FLORIDA MEGASTORES LLC	LINE 6 INC	AUTHORIZED SERVICE CENTER AGREEMENT DTD 6/24/2010
476	SAM ASH MUSIC CORPORATION	LINGK INC	SERVICE ORDER D
477	SAM ASH MUSIC CORPORATION	LINGK INC	SERVICE ORDER E
478	SAM ASH MUSIC CORPORATION	LINGK INC	SERVICE ORDER F
479	SAM ASH MUSIC CORPORATION	LINGK INC	SERVICE ORDER G
480	SAM ASH MUSIC CORPORATION	LINGK INC	MASTER SUBSCRIPTION & PROFESSIONAL SVS AGREEMENT
481	SAM ASH MUSIC CORPORATION	LINGK INC	SERVICE ORDER B
482	SAM ASH MUSIC CORPORATION	LINGK INC	SERVICE ORDER C
485	SAM ASH MUSIC CORPORATION	LOGISTYX TECHNOLOGIES LLC	BUDGETART ESTIMATE/PROPOSAL REV - FINAL DTD 12/19/2017
486	SAM ASH MUSIC CORPORATION	Long Island Industrial Management LLC	LEASE AGREEMENT - Hicksville, NY (Sam Ash Corp.)
488	SAM ASH MUSIC CORPORATION	LONGJOIN INDUSTRIAL CO LTD	FIRST AMENDMENT TO TRADEMARK LICENSE AGREEMENT DTD 10/11/2023

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
489	SAMSON TECHNOLOGIES CORPORATION	LONGJOIN INDUSTRIAL CO LTD	FIRST AMENDMENT TO TRADEMARK LICENSE AGREEMENT DTD 10/11/2023
490	SAM ASH MUSIC CORPORATION	LONGJOIN INDUSTRIAL CO LTD	FIRST AMENDMENT TO TRADEMARK LICENSE AGREEMENT DTD 6/17/2021
491	SAMSON TECHNOLOGIES CORPORATION	LONGJOIN INDUSTRIAL CO LTD	FIRST AMENDMENT TO TRADEMARK LICENSE AGREEMENT DTD 6/17/2021
492	SAM ASH MUSIC CORPORATION	LONGJOIN INDUSTRY (HONG KONG) CO LTD	AMENDMENT TO DISTRIBUTION AGREEMENT AMENDS AGREEMENT DTD 12/11/2019
493	SAM ASH MUSIC CORPORATION	LONGJOIN INDUSTRY (HONG KONG) CO LTD	DISTRIBUTION AGREEMENT DTD 7/20/2022
497	SAM ASH QUIKSHIP CORPORATION	LPL FINANCIAL	VENDOR PROFILE SHEET
500	SAM ASH MUSIC CORPORATION	MAGIC TECH CO LTD	VENDOR/DEALER AGREEMENT DTD 2/10/2010
501	SAM ASH MUSIC CORPORATION	MAGIC TECH CO LTD	VENDOR/DEALER AGREEMENT DTD 2/10/2010
503	SAMSON TECHNOLOGIES CORPORATION	MALLOY, CHRIS "BIG DUKE"	LETTER CONFIRMING ENDORSEMENT AGREEMENT DTD 7/17/2019
504	SAMSON TECHNOLOGIES CORPORATION	MAMMANA, AMANDA	INFLUENCER AGREEMENT CONFIRMATION LETTER DTD 1/3/2022
510	SAM ASH MUSIC CORPORATION	MARLIN LEASING CORPORATION	VENDOR PROGRAM AGREEMENT WITH PRE DELIVERY DTD 9/5/2012
511	SAM ASH MUSIC CORPORATION	MARLIN LEASING CORPORATION	TRADEMARK USAGE AGREEMENT DTD 4/8/2013
512	SAM ASH MUSIC CORPORATION	MARLIN LEASING CORPORATION	TRADEMARK USAGE AGREEMENT DTD 4/24/2013
513	SAM ASH MUSIC CORPORATION	MARSH USA INC	MARSH AGREEMENT
514	SAMSON TECHNOLOGIES CORPORATION	MATHIS, LEXXIE	INFLUENCER AGREEMENT LETTER DTD 11/22/2023
515	SAM ASH MUSIC CORPORATION	MAYFAIR POWER SYSTEMS INC	PREVENTIVE MAINTENANCE AGREEMENT DTD 7/2/2008
516	SAMSON TECHNOLOGIES CORPORATION	MCKNIGHT, PHILLIP J	REVIEWER AGREEMENT LETTER DTD 12/17/2023
517	SAM ASH MUSIC CORPORATION	MECHANICAL SERVICES OF CENTRAL FLORIDA INC	MECHANICAL SYSTEM MAINTENANCE AGREEMENT DTD 11/7/2008
520	SAM ASH MUSIC CORPORATION	MEINL USA INC	EXTENDED WARRANTY SUPPORT AGREEMENT DTD 2/9/2010
523	SAM ASH QUIKSHIP CORPORATION	MICROSOFT ONLINE INC	ADCENTER AGREEMENT INSERTION ORDER
526	SAM ASH MUSIC CORPORATION	MILESTONE AV TECHNOLOGIES LLC	AGREEMENT RE: BRAND IMAGE OF ITS PRODUCTS
533	SAM ASH QUIKSHIP CORPORATION	MITEL NETWORKS INC	SOFTWARE SITE LICENSE TRI-PARTY AGREEMENT
534	SAM ASH QUIKSHIP CORPORATION	MITEL TECHNOLOGIES INC	TOTALSOLUTION PROGRAM SERVICE AGREEMENT
535	SAM ASH QUIKSHIP CORPORATION	MITEL TECHNOLOGIES INC	SOFTWARE SITE LICENSE TRI-PARTY AGREEMENT
536	SAM ASH MUSIC CORPORATION	MMC SECURITIES CORP	BUSINESS ENTITY QUESTIONNAIRE FORM
537	SAM ASH MUSIC CORPORATION	MMC SECURITIES CORP	ADVISORY SERVICES AGREEMENT DTD 7/1/2010
538	SAM ASH MEGASTORES LLC	MOHAWK FINISHING PRODUCTS	NEW SDS'S INFORMATION LETTER DTD 3/29/223
539	SAMSON TECHNOLOGIES CORPORATION	MONTALVO, JASON LEE	WORK FOR HIRE AGREEMENT DTD 7/22/2019
542	SAM ASH MUSIC CORPORATION	MOOG MUSIC INC	AUTHORIZED DEALER AGREEMENT
546	SAM ASH MUSIC CORPORATION	MURRAY MECHANICAL SERVICES INC	AGREEMENT/PROPOSAL #061009 DTD 6/10/2009
552	SAM ASH MUSIC CORPORATION	MUSIQUIP INC	DEALER AGREEMENT
554	SAM ASH MUSIC CORPORATION	MV PRO AUDIO LLC	DEALER AGREEMENT RENEWAL
556	SAMSON TECHNOLOGIES CORPORATION	NATICE INSTRUMENTS GMBH	AGREEMENT #2019/5017
563	SAM ASH MUSIC CORPORATION	NS DESIGN	AUTHORIZED DEALER AGREEMENT
566	SAM ASH MUSIC CORPORATION	OGILVY GROUP LLC, THE	PURCHASING CODE OF CONDUCT LETTER DTD 4/29/2015
567	SAM ASH MUSIC CORPORATION	OGILVY GROUP LLC, THE	PURCHASING CODE OF CONDUCT LETTER DTD 4/4/2014
570	SAM ASH QUIKSHIP CORPORATION	ONLINE SERVICES CO	DIRECT SELLER AGREEMENT
572	SAMSON TECHNOLOGIES CORPORATION	OPAL OCEAN	INFLUENCER AGREEMENT LETTER DTD 3/10/2023
573	SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	STATEMENT OF WORK TERMS AND CONDITIONS
574	SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	STATEMENT OF WORK DTD 12/13/2019
575	SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	STATEMENT OF WORK DTD 11/06/2020
576	SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	AUTHORIZATION SIGNATURES FOR SOW
577	SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	APPLICATION SECURITY CONSULTING SERVICES SOW DTD 7/12/2018
578	SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	SOW# 2008808-2 DTD 12/7/2021

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
579	SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	SECURITY ASSESSMENT# 955498 SOW DTD 12/19/2018
580	SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	SECURITY ASSESSMENT# 955498 SOW DTD 12/12/2017
581	SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	SECURITY ASSESSMENT# 825723 SOW DTD 12/9/2016
582	SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	AUTHORIZATION/SIGNATURE PAGE TO SOW OPPORTUNITY #1035415
583	SAM ASH MUSIC CORPORATION	OPTIV SECURITY INC	AUTHORIZATION/SIGNATURE PAGE TO SOW OPPORTUNITY #955498
584	SAM ASH MUSIC CORPORATION	ORACLE AMERICA INC	MASTER AGREEMENT
585	SAM ASH MUSIC CORPORATION	ORACLE AMERICA INC	ORACLE NETSUITE DTD 11/8/2023
586	SAM ASH MUSIC CORPORATION	PAISTE AMERICA INC	AUTHORIZED DEALER AGREEMENT
587	SAM ASH MUSIC CORPORATION	PAISTE AMERICA INC	STANDARD DEALER AGREEMENT RIDER
589	SAM ASH MUSIC CORPORATION	PANASONIC CONSUMER ELECTRONICS COMPANY	AUTHORIZED DEALER AGREEMENT
593	SAM ASH MUSIC CORPORATION	PAYPRO CORPORATION	WORKFORCEONE INVESTMENT SUMMARY DTD 3/9/2017
594	SAM ASH NEW JERSEY MEGASTORES LLC	PAYPRO CORPORATION	WORKFORCEONE INVESTMENT SUMMARY DTD 4/5/2017
595	SAM ASH NEW JERSEY MEGASTORES LLC	PAYPRO CORPORATION	WORKFORCEONE INVESTMENT SUMMARY DTD 4/7/2017
596	SAM ASH NEW JERSEY MEGASTORES LLC	PAYPRO CORPORATION	SERVICES AGREEMENT DTD 4/7/2017
597	SAM ASH MUSIC CORPORATION	PAYPRO WORKFORCE MANAGEMENT SOLUTIONS	INVESTMENT SUMMARY DTD 10/30/2023
598	SAM ASH MUSIC CORPORATION	PAYPRO WORKFORCE MANAGEMENT SOLUTIONS	WORKFORCEONE INVESTMENT SUMMARY DTD 3/9/2017
599	SAM ASH NEW JERSEY MEGASTORES LLC	PAYPRO WORKFORCE MANAGEMENT SOLUTIONS	WORKFORCEONE INVESTMENT SUMMARY DTD 4/7/2017
603	SAM ASH MUSIC CORPORATION	PEARL CORPORATION	DEALER AUTHORIZATION AGREEMENT
604	SAM ASH MUSIC CORPORATION	PEAVEY ELECTRONICS CORPORATION	AUTHORIZED INTERNET DEALER ADDENDUM
605	SAM ASH MUSIC CORPORATION	PEAVEY ELECTRONICS CORPORATION	AUTHORIZED DEALER AGREEMENT
607	SAMSON TECHNOLOGIES CORPORATION	PENN AVE MUSIC	AUTHORIZED RETAIL DEALER AGREEMENT DTD 4/5/2005
610	SAM ASH MUSIC CORPORATION	PETRA INDUSTRIES INC	E-COMMERCE FULFILLMENT SERVICES AGREEMENT
615	SAM ASH MUSIC CORPORATION	PIONEER DJ AMERICAS INC	AUTHORIZED DIRECT DEALER AGREEMENT DTD 1/10/2017
616	SAM ASH MUSIC CORPORATION	PIONEER ELECTRONICS (USA) INC	FY2011 PRO-SV CONTRACT PROGRAM & SUPPORT AGREEMENT
617	SAM ASH MUSIC CORPORATION	PIONEER ELECTRONICS (USA) INC	ASSIGNMENT OF AUTHORIZED DIRECT DEALER AGREEMENT DTD 1/16/2015
619	SAMSON TECHNOLOGIES CORPORATION	PLANT, BEN	INFLUENCER AGREEMENT LETTER DTD 3/6/2023
624	SAMSON TECHNOLOGIES CORPORATION	POURGOURI, STEFANI	INFLUENCER AGREEMENT LETTER DTD 4/3/2023
631	SAMSON TECHNOLOGIES CORPORATION	PT ROXY MUSIC	PRODUCT SOURCING AGREEMENT LETTER
632	SAMSON TECHNOLOGIES CORPORATION	PUGH, JEREMIAH	INFLUENCER AGREEMENT LETTER DTD 3/6/2023
633	SAM ASH MUSIC CORPORATION	QSC AUDIO PRODUCTS LLC	E-COMMERCE ADDENDUM
634	SAM ASH MUSIC CORPORATION	QSC AUDIO PRODUCTS LLC	QSC AUDIO PRODUCTS LLC MINIMUM ADVERTISED PRICING POLICY
635	SAM ASH MUSIC CORPORATION	QSC AUDIO PRODUCTS LLC	MASTER DEALER AGREEMENT DTD 6/1/2012
641	SAM ASH QUIKSHIP CORPORATION	RAYMOND HANDLING CONSULTANTS LLC	SCHEDULED MAINTENANCE AGREEMENT
642	SAM ASH QUIKSHIP CORPORATION	RAYMOND HANDLING CONSULTANTS LLC	SCHEDULED MAINTENANCE AGREEMENT
643	SAM ASH MUSIC CORPORATION	REED SMITH LLP	ENGAGEMENT LETTER-UNCLAIMED PROPERTY LAW & GIFT CARDS DTD 2/2/2012
646	SAMSON TECHNOLOGIES CORPORATION	RETAIL SOLUTIONS INC	DATA PROCESSING AGREEMENT
647	SAMSON TECHNOLOGIES CORPORATION	RETAIL SOLUTIONS INC	DIRECT COMMERCE PLATFORM AGREEMENT DTD 3/29/2023
657	SAM ASH MUSIC CORPORATION	ROADWAY EXPRESS INC	ADDENDUM

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
658	SAM ASH MUSIC CORPORATION	ROADWAY EXPRESS INC	ADDENDUM
659	SAM ASH MUSIC CORPORATION	ROADWAY EXPRESS INC	TRANSPORTATION SERVICE AGREEMENT ROADWAY #83906
660	SAM ASH MUSIC CORPORATION	ROADWAY EXPRESS INC	ADDENDUM
661	SAM ASH MUSIC CORPORATION	ROBOCOM SYSTEMS	PROPOSAL DTD 4/4/2017
662	SAM ASH MUSIC CORPORATION	ROBOCOM SYSTEMS	PROPOSAL DTD 3/15/2017
663	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM SYSTEMS	PROJECT SCOPE DOCUMENT DTD 6/8/2017
664	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM SYSTEMS	PROPOSAL DTD 4/4/2017
665	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM SYSTEMS	PROPOSAL DTD 3/15/2017
666	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	WORK ORDER - CREATE PROGRAM TO REPLACE SCRIPT BRCHG10R
667	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	WORK ORDER - SETUP & TEST NEW TRADING PARTNER FRY'S ELECTRONICS
668	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	WORK ORDER #2039
669	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	WORK ORDER - CONVERT CUSTOM SCRIPTS FOR USE WITH SQL
670	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	LICENSE AND SUPPORT AGREEMENT
671	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	WORK ORDER 2203
672	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	WORK ORDER 5849
673	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	WORK ORDER 5977
674	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	THIRD PARTY CONNECTION AGREEMENT
675	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	LICENSE AND SUPPORT AGREEMENT
676	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	PROFESSIONAL SERVICES AGREEMENT
677	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	SEPTEMBER 2018 SUPPORT ADDENDUM
678	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	SUPPORT AGREEMENT - SEPTEMBER 2021 SUPPORT ADDENDUM
679	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	WORK ORDER - CONVERT CUSTOM SCRIPTS FOR USE WITH SQL
680	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	WORK ORDER - FREIGHT MANAGEMENT INTERFACE MODULE (UPS & FEDEX)
681	SAMSON TECHNOLOGIES CORPORATION	ROBOCOM US LLC	SUPPORT AGREEMENT - SEPTEMBER 2023 SUPPORT ADDENDUM
686	SAMSON TECHNOLOGIES CORPORATION	RTX A/S	SHEERLINK SOFTWARE LICENSE AGREEMENT
687	SAM ASH MUSIC CORPORATION	RUPERT NEVE DESIGNS INC	AUTHORIZED DEALER AGREEMENT DTD 5/11/2021
688	SAMSON TECHNOLOGIES CORPORATION	RUSSELL, BRAD	EXTENSION FOR ENDORSMENT AGREEMENT DTD 5/10/2023
689	SAM ASH MUSIC CORPORATION	SALESFORCE.COM INC	MAIN SERVICES AGREEMENT
690	SAM ASH MUSIC CORPORATION	SALESFORCE.COM INC	QUOTE #Q-1611675
691	SAM ASH MUSIC CORPORATION	SALESFORCE.COM INC	QUOTE #Q-00587864
692	SAM ASH MUSIC CORPORATION	SALESFORCE.COM INC	QUOTE #Q-00620696
693	SAM ASH MUSIC CORPORATION	SALESFORCE.COM INC	QUOTE #Q-00305178
694	SAM ASH MUSIC CORPORATION	SALESFORCE.COM INC	QUOTE #Q-00620696
699	SAM ASH MUSIC CORPORATION	SANYO FISHER COMPANY	DEALER SALES AGREEMENT
700	SAMSON TECHNOLOGIES CORPORATION	SCHANZER, NATALIE	MUSIC LICENSE AGREEMENT DTD 2/5/2024
701	SAM ASH MUSIC CORPORATION	SCHNEIDER ELECTRIC CRITICAL POWER & COOLING SVCS	SERVICE AGREEMENT #1-988138799-2
704	SAMSON TECHNOLOGIES CORPORATION	SEIKAKU TECHNICAL GROUP LTD	PRODUCT SOURCING AGREEMENT LETTER DTD 12/2/2021
705	SAM ASH MUSIC CORPORATION	SEQUENTIAL LLC	AUTHORIZED DEALER POLICY
708	SAMSON TECHNOLOGIES CORPORATION	SHEEHAN, WILLIAM ROLAND	PARTICIPATING ARTIST AGREEMENT DTD 4/1/2017
709	SAMSON TECHNOLOGIES CORPORATION	SHEEHAN, WILLIAM ROLAND	PARTICIPATING ARTIST AGREEMENT DTD 4/1/2017
710	SAM ASH MUSIC CORPORATION	SHIFT4	CONSUMER DISCLOSURE DTD 2/11/2014
711	SAM ASH MUSIC CORPORATION	SHIFT4	AGREEMENT AMENDMENT EMAIL DTD 1/4/2022
712	SAM ASH MUSIC CORPORATION	SHIFT4	INVOICE #0001668274 DTD 4/10/2024
713	SAM ASH MUSIC CORPORATION	SHIFT4	INVOICE #0001508108 DTD 11/10/2022
714	SAM ASH MUSIC CORPORATION	SHIFT4 CORPORATION	ADDITIONAL SERVICES ADDENDUM DTD 8/9/2018
715	SAM ASH MUSIC CORPORATION	SHIFT4 CORPORATION	DOTN SERVICE AGREEMENT AMENDMENT

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
716	SAM ASH MUSIC CORPORATION	SHIFT4 CORPORATION	ADDITIONAL SERVICES ADDENDUM DTD 1/10/2017
717	SAM ASH MUSIC CORPORATION	SHIFT4 CORPORATION	DOLLARS ON THE NET SERVICE AGREEMENT DTD 4/29/2015
718	SAM ASH MUSIC CORPORATION	SHIFT4 CORPORATION	DOTN LANGUAGE CHANGE ADDENDUM DTD 4/29/2015
719	SAM ASH MUSIC CORPORATION	SHIFT4 CORPORATION	WAIVER OF LIABILITY: AUTO-SETTLE ADDENDUM DTD 8/24/2015
720	SAM ASH MUSIC CORPORATION	SHIFT4 CORPORATION	ADDITIONAL SERVICES ADDENDUM DTD 1/10/2019
721	SAM ASH MUSIC CORPORATION	SHIFT4 PAYMENTS LLC	PRICING TERMS LETTER DTD 7/8/2019
722	SAM ASH MUSIC CORPORATION	SHIFT4 PAYMENTS LLC	PRICING TERMS LETTER DTD 7/8/2019
723	SAM ASH MUSIC CORPORATION	SHIFT4 PAYMENTS LLC	AGREEMENT AMENDMENT EMAIL DTD 1/7/2021
724	SAM ASH MUSIC CORPORATION	SHIFT4 PAYMENTS LLC	AGREEMENT AMENDMENT EMAIL DTD 8/20/2019
725	SAM ASH MUSIC CORPORATION	SHIFT4 PAYMENTS LLC	AGREEMENT AMENDMENT EMAIL DTD 7/8/2019
726	SAM ASH MUSIC CORPORATION	SHOREVIEW DISTRIBUTION INC	DISTRIBUTION DEALER AGREEMENT DTD 4/12/2011
727	SAM ASH MUSIC CORPORATION	SHOREVIEW DISTRIBUTION INC	DISTRIBUTION DEALER ADDENDUM FOR BEHRINGER
728	SAM ASH MUSIC CORPORATION	SIRIUS COMPUTER SOLUTIONS INC	MUTUAL NONDISCLOSURE AGREEMENT
732	SAM ASH MUSIC CORPORATION	SOFTUBE INC	DEALER AGREEMENT
733	SAM ASH MUSIC CORPORATION	SOLID STATE LOGIC INC	RETAIL PRODUCTS AUTHORIZED DEALER AGREEMENT DTD 8/1/2020
734	SAM ASH MUSIC CORPORATION	SOLID STATE LOGIC INC	RIDER TO SSL RETAIL PRODUCTS DEALER AGREEMENT 2020
737	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	2009 RESELLER AGREEMENT
738	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	AMENDMENT #1 TO 2009 RESELLER AGREEMENT DTD 3/27/2009
739	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	2012 RESELLER AGREEMENT
740	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	AMENDMENT #1 TO 2012 RESELLER AGREEMENT DTD 3/27/2012
741	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	2012 RESELLER AGREEMENT
742	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	2011 RESELLER AGREEMENT
743	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	2010 RESELLER AGREEMENT
744	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	AMENDMENT #1 2010 RESELLER AGREEMENT DTD 3/27/2010
745	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	AMENDMENT #1 2010 RESELLER AGREEMENT DTD 3/27/2010
746	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	2011 RESELLER AGREEMENT
747	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	AMENDMENT #1 2011 RESELLER AGREEMENT DTD 3/27/2011
748	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	2012 RESELLER AGREEMENT
749	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	2009 RESELLER AGREEMENT
750	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	2013 RESELLER AGREEMENT
751	SAM ASH MUSIC CORPORATION	SONY ELECTRONICS INC	AMENDMENT #1 2013 RESELLER AGREEMENT DTD 3/27/2013
763	SAM ASH QUIKSHIP CORPORATION	STARIN MARKETING INC	RESELLER-ONLINE AGREEMENT
765	SAM ASH MUSIC CORPORATION	STERLING INFOSYSTEMS INC	AGREEMENT
769	SAMSON TECHNOLOGIES CORPORATION	STRAY NOTE LLC	MASTER RECORDING & SYNCHRONIZATION LICENSE DTD 4/2/2024
771	SAM ASH MUSIC CORPORATION	SUMMA TECHNOLOGIES INC	MASTER SERVICES AGEEMENT
772	SAM ASH MUSIC CORPORATION	SUMMA TECHNOLOGIES INC	LETTER AGREEMENT DTD 9/10/2015
773	SAM ASH MEGASTORES LLC	SUN MICROSYSTEMS INC	ENTERPRISE SERVICES AGREEMENT #1679397/3 DTD 9/11/2007
774	SAM ASH MUSIC CORPORATION	SUN MICROSYSTEMS INC	CONSULTING SERVICES AGREEMENT DTD 3/9/2004
777	SAM ASH MUSIC CORPORATION	SWITCHCRAFT INC	CREDIT APPLICATION
830	SAM ASH QUIKSHIP CORPORATION	SYSIQ INC	MILESTONE / DELIVERABLE(S) SIGN OFF
831	SAM ASH MUSIC CORPORATION	TEAC/TASCAM AMERICA INC	MAP POLICY STATEMENT
832	SAM ASH MUSIC CORPORATION	TEACH'AMERICA INC	ADDENDUM TO TASCAM RESELLER AGREEMENT

COUNTER	DEBTOR COUNTERPARTY	COUNTERPARTY	CONTRACT DESCRIPTION
835	SAM ASH MUSIC CORPORATION	TECH21 USA INC	DEALER AGREEMENT
836	SAMSON TECHNOLOGIES CORPORATION	TEK-AGBO, EKUEGAN	INFLUENCER AGREEMENT DTD 9/9/2021
837	SAMSON TECHNOLOGIES CORPORATION	TEK-AGBO, EKUEGAN	EXTENSION OF INFLUENCER AGREEMENT DTD 9/22/2022
843	SAM ASH MUSIC CORPORATION	THE MUSIC LINK CORPORATION	DEALER APPLICATION & AGREEMENT
847	SAM ASH MUSIC CORPORATION	TIANJIN JINBAO MUSICAL INSTRUMENT CO LTD	PRODUCT SOURCING AGREEMENT LETTER
848	SAM ASH MUSIC CORPORATION	TIANJIN LIGHT LTD	PRODUCT SOURCING AGREEMENT LETTER
849	SAMSON TECHNOLOGIES CORPORATION	TICOTIN, SAHAJ	MUSIC LICENSE AGREEMENT DTD 2/5/2024
N/A	SAMSON TECHNOLOGIES CORPORATION	Traffic Tech, Inc.	3PL Agreement
856	SAMSON TECHNOLOGIES CORPORATION	UBS BANK USA	REFERENCE TO STANDBY LETTER OF CREDIT NO BUGA-A08998-1M5E DTD 7/22/2022
860	SAM ASH MUSIC CORPORATION	UNIVERSAL AUDIO INC	DEALER AGREEMENT
861	SAMSON TECHNOLOGIES CORPORATION	UNIVERSAL CHAMPION ELECTROACOUSTIC TECH CO	PRODUCT SOURCING AGREEMENT LETTER
867	SAM ASH MUSIC CORPORATION	VOXX ELECTRONICS CORPORATION	SINGTRIX PROGRAM FOR SAM ASH DTD 10/26/2015
869	SAM ASH MUSIC CORPORATION	VURSOR	STATEMENT OF WORK DTD 1/17/224
871	SAM ASH MUSIC CORPORATION	WARM AUDIO LLC	2019 DEALER SALES AGREEMENT
879	SAMSON TECHNOLOGIES CORPORATION	WEATHERSPOON, ISAIAH	INFLUENCER LETTER AGREEMENT DTD 4/11/2023
882	SAM ASH MUSIC CORPORATION	WESTONE LABORATORIES INC	DEALER AGREEMENT DTD 6/1/2013
883	SAM ASH MUSIC CORPORATION	WESTONE LABORATORIES INC	AUTHORIZED DEALER APPLICATION DTD 6/19/2013
884	SAM ASH MUSIC CORPORATION	WESTONE LABORATORIES INC	DEALER AGREEMENT DTD 1/1/2014
893	SAMSON TECHNOLOGIES CORPORATION	WOOTEN, VICTOR	PARTICIPATING ARTIST AGREEMENT
894	SAMSON TECHNOLOGIES CORPORATION	WOOTEN, VICTOR	PARTICIPATING ARTIST AGREEMENT DTD 11/1/2022
895	SAMSON TECHNOLOGIES CORPORATION	WOOTEN, VICTOR	PARTICIPATING ARTIST AGREEMENT DTD 1/15/2017
898	SAM ASH MUSIC CORPORATION	YAMAHA CORPORATION OF AMERICA	CONFIRMING LETTER DTD 3/31/2021
899	SAM ASH MUSIC CORPORATION	YAMAHA CORPORATION OF AMERICA	AUTHORIZED DEALER AGREEMENT - GENERAL TERMS & CONDITIONS
900	SAM ASH MUSIC CORPORATION	YAMAHA CORPORATION OF AMERICA	AUTHORIZED DEALER AGREEMENT - AVE DIVISION PRODUCT SCHEDULE
901	SAM ASH MUSIC CORPORATION	YAMAHA CORPORATION OF AMERICA	AUTHORIZED DEALER AGREEMENT
902	SAM ASH MUSIC CORPORATION	YAMAHA CORPORATION OF AMERICA	BAND & ORCHESTRAL DIV PRODUCT SCHEDULE
903	SAM ASH MUSIC CORPORATION	YAMAHA CORPORATION OF AMERICA	KEYBOARD DIV PRODUCT SCHEDULE
904	SAM ASH MUSIC CORPORATION	YAMAHA CORPORATION OF AMERICA	PRO AUDIO & COMBO DIV PRODUCT SCHEDULE
905	SAM ASH MUSIC CORPORATION	YAMAHA CORPORATION OF AMERICA	STEINBERG NORTH AMERICA PRODUCT SCHEDULE
906	SAM ASH MUSIC CORPORATION	YAMAHA CORPORATION OF AMERICA	NOTICE OF TERMINATION OF AUTHORIZED DEALER AGREEMENT DTD 5/3/2024
907	SAM ASH MUSIC CORPORATION	YAMAHA GUITAR GROUP INC	AMENDMENT #1 TO DOMESTIC RESELLER AGREEMENT
908	SAM ASH MUSIC CORPORATION	YORKVILLE SOUND	POLICY REGARDING MINIMUM ADVERTISED PRICING
909	SAM ASH MUSIC CORPORATION	YOUNG CHANG NORTH AMERICA	MINIMUM ADVERTISED PRICE POLICY
910	SAM ASH MUSIC CORPORATION	YOUNG CHANG NORTH AMERICA	KURZWIL HOME PRODUCTS DEALERSHIP AGREEMENT
912	SAMSON TECHNOLOGIES CORPORATION	ZENDESK	SERVICE ORDER FORM #Q298329
914	SAMSON TECHNOLOGIES CORPORATION	ZHEJIANG TONUCH ELECTRONICS CO LTD	PRODUCT SOURCING AGREEMENT LETTER

Exhibit 2-C

(Excluded Contract Schedule)

Cure Notice Counter	Debtor Counterparty	Counterparty	Contract Description
1	SAM ASH MEGASTORES LLC	10838 NCX, LLC	LEASE AGREEMENT - Store # 65 Dallas, TX
4	SAM ASH MEGASTORES LLC	1998 Augustus Partners, LP	LEASE AGREEMENT - Store #63 Atlanta, GA
16	SAM ASH QUIKSHIP CORPORATION	ADLUCELT LLC	NON-DISCLOSURE AGREEMENT
38	SAM ASH CALIFORNIA MEGASTORES LLC	An Tang Dao dba Eden Plaza	LEASE AGREEMENT - Store # 37 Westminster, CA
39	SAM ASH MEGASTORES LLC	ANDERSON AIR CONDITIONING	AIR CONDITIONING MAINTENANCE PROPOSAL DTD 9/21/2004
40	SAM ASH MEGASTORES LLC	ANDERSON AIR CONDITIONING	HVAC MAINTENANCE PROPOSAL DTD 11/15/2004
43	SAM ASH MEGASTORES LLC	AP Growth Properties, LP	LEASE AGREEMENT - Store #61 Glendale, AZ
75	SAM ASH MEGASTORES LLC	BAI Rivergate, LLC	LEASE AGREEMENT - Store #45 Madison, TN
77	SAM ASH MUSIC CORPORATION	BANK OF AMERICA NA	AMENDMENT OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 6/18/2013
78	SAM ASH MUSIC CORPORATION	BANK OF AMERICA NA	AMENDMENT #3 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 5/17/2016
79	SAM ASH MUSIC CORPORATION	BANK OF AMERICA NA	AMENDMENT #4 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 7/1/2019
80	SAM ASH MUSIC CORPORATION	BANK OF AMERICA NA	AMENDMENT #3 OF THE MERCHANT SERVICES BANKCARD AGREEMENT
81	SAM ASH MUSIC CORPORATION	BANK OF AMERICA NA	AMENDMENT #5 OF THE MERCHANT SERVICES BANKCARD AGREEMENT
82	SAM ASH MUSIC CORPORATION	BANK OF AMERICA NA	AMENDMENT #2 OF THE MERCHANT SERVICES BANKCARD AGREEMENT DTD 6/18/2013
89	SAM ASH MUSIC CORPORATION	BEHRINGER MACAO COMMERCIAL OFFSHORE LTD	MUTUAL NON-DISCLOSURE AGREEMENT
91	SAM ASH MUSIC CORPORATION	Benzel-Busch Motor Car Corp	LEASE AGREEMENT
92	SAM ASH MUSIC CORPORATION	Bergen Springfield Associates, LP	LEASE AGREEMENT - Store #21 Springfield, NJ
96	SAM ASH QUIKSHIP CORPORATION	BIDNAMIC INC	SERVICE CONTRACT DTD 11/20/2023
113	SAM ASH NEW YORK MEGASTORES LLC	BPREP 333 W 34TH LLC	LEASE AGREEMENT - Store #7 New York, NY
116	SAM ASH MEGASTORES LLC	Broad Street FF, LLC	LEASE AGREEMENT - Store #55 Richmond, VA
139	SAM ASH MEGASTORES LLC	Caseleton Plaza Shopping Center, LLC	LEASE AGREEMENT - Store #57 Indianapolis, IN
144	SAM ASH MUSIC CORPORATION	CERTEGY CHECK SERVICES INC	WELCOME CHECK WARRANTY AGREEMENT
145	SAM ASH MUSIC CORPORATION	CERTEGY CHECK SERVICES INC	STATEMENT OF WORK DTD 4/16/2007
146	SAM ASH MUSIC CORPORATION	CERTEGY PAYMENT RECOVERY SERVICES INC	COLLECTION SERVICES AGREEMENT
149	SAM ASH MUSIC CORPORATION	CHASE MERCHANT SERVICES LLC	MERCHANT SERVICES BANKCARD AGREEMENT DTD 3/1/2005
150	SAM ASH MUSIC CORPORATION	CHASE MERCHANT SERVICES LLC	MERCHANT SERVICES BANKCARD AGREEMENT DTD 3/1/2005
154	SAM ASH MUSIC CORPORATION	Chrysler Capital	LEASE AGREEMENT
157	SAM ASH MUSIC CORPORATION	CLEAR COMPANY	SUBSCRIPTION AGREEMENT
158	SAM ASH MUSIC CORPORATION	CLEAR COMPANY	SUBSCRIPTION AGREEMENT PROPOSAL DTD 7/15/2020
159	SAM ASH MUSIC CORPORATION	CLEAR COMPANY	ORDER FORM DTD 2/17/2023
178	SAM ASH MUSIC CORPORATION	Darcars of Englewood Inc	LEASE AGREEMENT
198	SAMSON TECHNOLOGIES CORPORATION	DENTON, MATT	LETTER CONFIRMING WORK FOR HIRE AGREEMENT DTD 3/31/2022
203	SAM ASH FLORIDA MEGASTORES LLC	Dolphin Mall Associates Limited Partnership	LEASE AGREEMENT - Store #52 Miami, FL
271	SAM ASH MEGASTORES LLC	Franklin Mills Associates Limited Partnership	LEASE AGREEMENT - Store #49 Philadelphia, PA
277	SAM ASH FLORIDA MEGASTORES LLC	G Rack Fields, LLC	LEASE AGREEMENT - Store #70 Jacksonville, FL
280	SAM ASH MUSIC CORPORATION	GE CAPITAL RETAIL BANK	AMENDMENT TO RETAILER PROGRAM AGREEMENT DTD 1/31/2013
330	SAM ASH MUSIC CORPORATION	GOOD EARTH LANDSCAPE CONTRACTORS	LAND CARE AGREEMENT DTD 3/2/2010
331	SAM ASH MUSIC CORPORATION	GOOD EARTH LANDSCAPE CONTRACTORS	LAND CARE AGREEMENT NJHC #13VH01424500 DTD 3/12/2014
332	SAM ASH NEW JERSEY MEGASTORES LLC	GOOD EARTH LANDSCAPE CONTRACTORS	AGREEMENT NJHC #13VH01424500 DTD 3/2/2010
335	SAM ASH FLORIDA MEGASTORES LLC	Greater Orlando Aviation Authority	LEASE AGREEMENT - Store #54 Orlando, FL
336	SAM ASH MUSIC CORPORATION	Greens of Lyndhurst, Lts	LEASE AGREEMENT - Store #35 Lyndhurst, OH
366	SAMSON TECHNOLOGIES CORPORATION	HEWLETT-PACKARD COMPAQ COMPUTER	CONFIDENTIAL DISCLOSURE AGREEMENT #1033945
376	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	INSTALLMENT PAYMENT MASTER AGREEMENT
377	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	RAPID FINANCE AGREEMENT
378	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	QUOTE #Q0323115405 DTD 2/16/2013
379	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	QUOTE #Q0323135902 DTD 2/16/2013
380	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	QUOTE #Q0323114706 DTD 2/27/2013
381	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	QUOTE #Q0323136203 DTD 2/16/2013
382	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	QUOTE #Q0323115407 DTD 2/16/2013
383	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	QUOTE #Q0323136502 DTD 2/15/2013
384	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	QUOTE #Q0323203103 DTD 2/20/2013
385	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	QUOTE #Q0323397302 DTD 2/27/2013
386	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	RAPID FINANCE AGREEMENT# 076162
387	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	INSTALLMENT PAYMENT SUPPLEMENT #ID0028562 DTD 1/17/2013
388	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	INSTALLMENT PAYMENT SUPPLEMENT #ID0028563 DTD 1/17/2013
389	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	INSTALLMENT PAYMENT SUPPLEMENT #ID0028564 DTD 2/04/2013

Cure Notice Counter	Debtor Counterparty	Counterparty	Contract Description
390	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	INSTALLMENT PAYMENT SUPPLEMENT #ID0028565 DTD 1/17/2013
391	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	INSTALLMENT PAYMENT SUPPLEMENT #ID0028566 DTD 2/04/2013
392	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	INSTALLMENT PAYMENT SUPPLEMENT #ID0028567 DTD 1/17/2013
393	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	INSTALLMENT PAYMENT SUPPLEMENT #ID0028570 DTD 1/22/2013
394	SAM ASH MUSIC CORPORATION	IBM CREDIT LLC	INSTALLMENT PAYMENT SUPPLEMENT #ID0028590 DTD 1/31/2013
399	SAM ASH MUSIC CORPORATION	INFOR (US) INC	MULTIYEAR SUPPORT COMMITMENT
405	SAM ASH MUSIC CORPORATION	INTERNATIONAL BUSINESS MACHINES CORP	AGREEMENT ATTACHMENT FOR TEMPORARY CAPACITY ON DEMAND
406	SAM ASH MUSIC CORPORATION	INTERNATIONAL BUSINESS MACHINES CORP	SUPPLEMENT FOR TEMPORARY CAPACITY ON DEMAND
407	SAM ASH MUSIC CORPORATION	INTERNATIONAL BUSINESS MACHINES CORP	CUSTOMER AGREEMENT
408	SAM ASH MUSIC CORPORATION	INTERNATIONAL BUSINESS MACHINES CORP	LIFECYCLE SERVICES (TLS) SCHEDULE DTD 2/11/2023
409	SAM ASH MUSIC CORPORATION	INTERNATIONAL BUSINESS MACHINES CORP	CUSTOMER AGREEMENT
410	SAM ASH MUSIC CORPORATION	INTERNATIONAL BUSINESS MACHINES CORP	MASTER SERVICES ATTACHMENT FOR SERVICEELITE
411	SAM ASH MUSIC CORPORATION	INTERNATIONAL BUSINESS MACHINES CORP	IBM TLS SCHEDULE DTD 2/9/2023
412	SAM ASH MUSIC CORPORATION	INTERNATIONAL BUSINESS MACHINES CORP	IBM GLOBAL SERVICES PROPOSAL DTD 2/3/2016
413	SAM ASH MUSIC CORPORATION	INTERNATIONAL BUSINESS MACHINES CORP	SIGNATURE PAGE TO AN AGREEMENT
414	SAMSON TECHNOLOGIES CORPORATION	INTERNATIONAL BUSINESS MACHINES CORP	STATEMENT OF WORK FOR SERVICEELITE
415	SAMSON TECHNOLOGIES CORPORATION	INTERNATIONAL BUSINESS MACHINES CORP	SCHEDULE FOR SERVICEELITE #AN239B
416	SAMSON TECHNOLOGIES CORPORATION	INTERNATIONAL BUSINESS MACHINES CORP	STATEMENT OF WORK FOR SERVICE ELITE
423	SAM ASH MEGASTORES LLC	Iroquois Investment Company	LEASE AGREEMENT - Store #64 Hollywood, CA
429	SAM ASH CT LLC	JBAD Limited Partnership	LEASE AGREEMENT - Store #82 Haven, CT
440	SAM ASH MUSIC CORPORATION	JPMORGAN CHASE BANK	MERCHANT SERVICES BANKCARD AGREEMENT DTD 3/1/2005
441	SAM ASH MUSIC CORPORATION	JPMORGAN CHASE BANK	MERCHANT SERVICES BANKCARD AGREEMENT DTD 3/1/2005
442	SAM ASH MEGASTORES LLC	JSL Plaza Puente Hills, LLC	LEASE AGREEMENT - Store # 60 Industry, CA
446	SAM ASH FLORIDA MEGASTORES LLC	Kapok Pavilion I, Ltd	LEASE AGREEMENT - Store #42 Clearwater, FL
447	SAM ASH MEGASTORES LLC	Karen MM, LLC	LEASE AGREEMENT - Store #53 Las Vegas, NV
449	SAM ASH MEGASTORES LLC	King of Pruss Center, LLC	LEASE AGREEMENT - Store #34 King of Prussia, PA
464	SAM ASH CALIFORNIA MEGASTORES LLC	Larry Scott Karlin and Debra Lisa Karlin Trustees of the Karlin Family Trust	LEASE AGREEMENT - Store #62 Torrance, CA
468	SAM ASH FLORIDA MEGASTORES LLC	Lee Road Partners LP	LEASE AGREEMENT - Store #46 Orlando, FL
502	SAM ASH MEGASTORES LLC	Magnolia Palms Daphne, LLC	LEASE AGREEMENT - Store #48 Tampa, FL
506	SAM ASH MUSIC CORPORATION	MARLIN BUSINESS BANK	VENDOR PROGRAM AGREEMENT WITH PRE DELIVERY DTD 9/5/2012
507	SAM ASH MUSIC CORPORATION	MARLIN BUSINESS BANK	VENDOR PROGRAM AGREEMENT WITH PRE DELIVERY
508	SAM ASH MUSIC CORPORATION	MARLIN BUSINESS BANK	TRADEMARK USAGE AGREEMENT DTD 4/8/2013
509	SAM ASH MUSIC CORPORATION	MARLIN BUSINESS BANK	TRADEMARK USAGE AGREEMENT DTD 4/24/2013
528	SAM ASH MUSIC CORPORATION	MITEL LEASING INC	SECRECY AGREEMENT
529	SAM ASH QUIKSHIP CORPORATION	MITEL LEASING INC	SUPPLEMENT TO EQUIPMENT LEASE
530	SAM ASH QUIKSHIP CORPORATION	MITEL LEASING INC	TOTALSOLUTION PROGRAM LEASE AGREEMENT #119094
531	SAM ASH QUIKSHIP CORPORATION	MITEL LEASING INC	TOTALSOLUTION PROGRAM LEASE AGREEMENT
532	SAM ASH QUIKSHIP CORPORATION	MITEL LEASING INC	RENEWAL AGREEMENT ACCT #119094 DTD 10/30/2015
540	SAM ASH MUSIC CORPORATION	MOODLE US LLC	MOODLE RENEWAL QUOTE
541	SAM ASH MUSIC CORPORATION	MOODLE US LLC	CONTRACT RENEWAL
557	SAM ASH ILLINOIS MEGASTORES LLC	National Shopping Plazas, Inc.	LEASE AGREEMENT - Store #18 Buffalo Grove, IL
558	SAM ASH MUSIC CORPORATION	NEKTAR TECHNOLOGY INC	CREDIT APPLICATION FORM
561	SAM ASH MEGASTORES LLC	NMRD3 Limited	LEASE AGREEMENT - Store #36 Columbus, OH
562	SAM ASH MEGASTORES LLC	North Freeway Partners, LLC	LEASE AGREEMENT - Store #67 Houston, TX
571	SAM ASH CALIFORNIA MEGASTORES LLC	Ontario Mills II, LP	LEASE AGREEMENT - Store #41 Ontario Mills, CA
588	SAM ASH FLORIDA MEGASTORES LLC	Pamela Rubinson	LEASE AGREEMENT - Store #47 Sarasota, FL
592	SAM ASH MEGASTORES LLC	Pavilions North Shopping Center 18, LLC	LEASE AGREEMENT - Store #59 San Antonio, TX
608	SAM ASH FLORIDA MEGASTORES LLC	Peppertree Plaza, LLC	LEASE AGREEMENT - Store #32 Margate, FL
612	SAM ASH ILLINOIS MEGASTORES LLC	Pines Plaza, LLC	LEASE AGREEMENT - Store #20 Lombard, IL
618	SAMSON TECHNOLOGIES CORPORATION	PITNEY BOWES GLOBAL FINANCIAL LLC	EQUIPMENT SERVICE LEASE
622	SAM ASH MUSIC CORPORATION	Porsche Audi Warrington	LEASE AGREEMENT
637	SAM ASH MUSIC CORPORATION	Rallye BMW	LEASE AGREEMENT
638	SAM ASH MUSIC CORPORATION	Rallye BMW	LEASE AGREEMENT
649	SAMSON TECHNOLOGIES CORPORATION	REYNOLDS, DOUGLAS	LETTER CONFIRMING WORK FOR HIRE AGREEMENT DTD 3/31/2022

Cure Notice Counter	Debtor Counterparty	Counterparty	Contract Description
650	SAM ASH MUSIC CORPORATION	RGIS LLC	SERVICES AGREEMENT
651	SAM ASH MUSIC CORPORATION	RGIS LLC	SERVICES AGREEMENT
652	SAM ASH MUSIC CORPORATION	RGIS LLC	INVENTORY SERVICES AGREEMENT
653	SAM ASH MUSIC CORPORATION	RGIS LLC	INVENTORY SERVICES AGREEMENT
696	SAM ASH MEGASTORES LLC	Sam Ash Properties Corp.	LEASE AGREEMENT - Store #51 Charlotte, NC
697	SAM ASH MUSIC CORPORATION	SAMSON TECHNOLOGIES CORP	AUTHORIZATION TO DISTRIBUTE PRODUCTS
706	SAM ASH NEW YORK MEGASTORES LLC	SFC2004 HUNT STA LLC	LEASE AGREEMENT - Store #2 Huntington, NY
729	SAM ASH NEW YORK MEGASTORES LLC	Skellig Realty, Inc.	LEASE AGREEMENT - Store #6 White Plains, NY
730	SAM ASH NEW YORK MEGASTORES LLC	SLJ Realty, LLC	LEASE AGREEMENT - Store #5 Brooklyn, NY
731	SAM ASH MUSIC CORPORATION	SOCI ACQUISITION CO INC	NOTICE OF ASSIGNMENT DTD 7/23/2021
761	SAM ASH MEGASTORES LLC	Springdale Kemper Associates, Ltd.	LEASE AGREEMENT - Store #56 Springdale, OH
764	SAM ASH MUSIC CORPORATION	Steel OCR, LLC	LEASE AGREEMENT - Store #3 Carle Place, NY
778	SAM ASH CALIFORNIA MEGASTORES LLC	SYNCHRONY BANK	FIFTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
779	SAM ASH CALIFORNIA MEGASTORES LLC	SYNCHRONY BANK	SIXTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
780	SAM ASH CALIFORNIA MEGASTORES LLC	SYNCHRONY BANK	FOURTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
781	SAM ASH CALIFORNIA MEGASTORES LLC	SYNCHRONY BANK	SECOND AMENDMENT TO RETAILER PROGRAM AGREEMENT
782	SAM ASH CALIFORNIA MEGASTORES LLC	SYNCHRONY BANK	THIRD AMENDMENT TO RETAILER PROGRAM AGREEMENT
783	SAM ASH CT LLC	SYNCHRONY BANK	FIFTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
784	SAM ASH CT LLC	SYNCHRONY BANK	SIXTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
785	SAM ASH CT LLC	SYNCHRONY BANK	FOURTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
786	SAM ASH CT LLC	SYNCHRONY BANK	SECOND AMENDMENT TO RETAILER PROGRAM AGREEMENT
787	SAM ASH CT LLC	SYNCHRONY BANK	THIRD AMENDMENT TO RETAILER PROGRAM AGREEMENT
788	SAM ASH FLORIDA MEGASTORES LLC	SYNCHRONY BANK	FIFTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
789	SAM ASH FLORIDA MEGASTORES LLC	SYNCHRONY BANK	SIXTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
790	SAM ASH FLORIDA MEGASTORES LLC	SYNCHRONY BANK	FOURTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
791	SAM ASH FLORIDA MEGASTORES LLC	SYNCHRONY BANK	SECOND AMENDMENT TO RETAILER PROGRAM AGREEMENT
792	SAM ASH FLORIDA MEGASTORES LLC	SYNCHRONY BANK	THIRD AMENDMENT TO RETAILER PROGRAM AGREEMENT
793	SAM ASH ILLINOIS MEGASTORES LLC	SYNCHRONY BANK	FIFTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
794	SAM ASH ILLINOIS MEGASTORES LLC	SYNCHRONY BANK	SIXTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
795	SAM ASH ILLINOIS MEGASTORES LLC	SYNCHRONY BANK	FOURTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
796	SAM ASH ILLINOIS MEGASTORES LLC	SYNCHRONY BANK	SECOND AMENDMENT TO RETAILER PROGRAM AGREEMENT
797	SAM ASH ILLINOIS MEGASTORES LLC	SYNCHRONY BANK	THIRD AMENDMENT TO RETAILER PROGRAM AGREEMENT
798	SAM ASH MEGASTORES LLC	SYNCHRONY BANK	THIRD AMENDMENT TO RETAILER PROGRAM AGREEMENT
799	SAM ASH MEGASTORES LLC	SYNCHRONY BANK	FIFTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
800	SAM ASH MEGASTORES LLC	SYNCHRONY BANK	SIXTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
801	SAM ASH MEGASTORES LLC	SYNCHRONY BANK	FOURTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
802	SAM ASH MEGASTORES LLC	SYNCHRONY BANK	SECOND AMENDMENT TO RETAILER PROGRAM AGREEMENT
803	SAM ASH MUSIC CORPORATION	SYNCHRONY BANK	FIFTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
804	SAM ASH MUSIC CORPORATION	SYNCHRONY BANK	SIXTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
805	SAM ASH MUSIC CORPORATION	SYNCHRONY BANK	FOURTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
806	SAM ASH MUSIC CORPORATION	SYNCHRONY BANK	SECOND AMENDMENT TO RETAILER PROGRAM AGREEMENT
807	SAM ASH MUSIC CORPORATION	SYNCHRONY BANK	THIRD AMENDMENT TO RETAILER PROGRAM AGREEMENT
808	SAM ASH MUSIC MARKETING LLC	SYNCHRONY BANK	FIFTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
809	SAM ASH MUSIC MARKETING LLC	SYNCHRONY BANK	SIXTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
810	SAM ASH MUSIC MARKETING LLC	SYNCHRONY BANK	FOURTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
811	SAM ASH MUSIC MARKETING LLC	SYNCHRONY BANK	SECOND AMENDMENT TO RETAILER PROGRAM AGREEMENT
812	SAM ASH MUSIC MARKETING LLC	SYNCHRONY BANK	THIRD AMENDMENT TO RETAILER PROGRAM AGREEMENT
813	SAM ASH NEVADA MEGASTORES LLC	SYNCHRONY BANK	FIFTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
814	SAM ASH NEVADA MEGASTORES LLC	SYNCHRONY BANK	SIXTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
815	SAM ASH NEVADA MEGASTORES LLC	SYNCHRONY BANK	FOURTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
816	SAM ASH NEVADA MEGASTORES LLC	SYNCHRONY BANK	THIRD AMENDMENT TO RETAILER PROGRAM AGREEMENT
817	SAM ASH NEW JERSEY MEGASTORES LLC	SYNCHRONY BANK	FIFTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
818	SAM ASH NEW JERSEY MEGASTORES LLC	SYNCHRONY BANK	SIXTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
819	SAM ASH NEW JERSEY MEGASTORES LLC	SYNCHRONY BANK	FOURTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
820	SAM ASH NEW JERSEY MEGASTORES LLC	SYNCHRONY BANK	THIRD AMENDMENT TO RETAILER PROGRAM AGREEMENT
821	SAM ASH NEW YORK MEGASTORES LLC	SYNCHRONY BANK	FIFTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
822	SAM ASH NEW YORK MEGASTORES LLC	SYNCHRONY BANK	SIXTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
823	SAM ASH NEW YORK MEGASTORES LLC	SYNCHRONY BANK	FOURTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
824	SAM ASH NEW YORK MEGASTORES LLC	SYNCHRONY BANK	SECOND AMENDMENT TO RETAILER PROGRAM AGREEMENT
825	SAM ASH NEW YORK MEGASTORES LLC	SYNCHRONY BANK	THIRD AMENDMENT TO RETAILER PROGRAM AGREEMENT
826	SAM ASH QUIKSHIP CORPORATION	SYNCHRONY BANK	FIFTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
827	SAM ASH QUIKSHIP CORPORATION	SYNCHRONY BANK	SIXTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
828	SAM ASH QUIKSHIP CORPORATION	SYNCHRONY BANK	FOURTH AMENDMENT TO RETAILER PROGRAM AGREEMENT
829	SAM ASH QUIKSHIP CORPORATION	SYNCHRONY BANK	THIRD AMENDMENT TO RETAILER PROGRAM AGREEMENT
833	SAM ASH MUSIC CORPORATION	TEAM MECHANICAL INC	PREVENTATIVE MAINTENANCE AND INSPECTION AGREEMENT DTD 5/27/2008

Cure Notice Counter	Debtor Counterparty	Counterparty	Contract Description
834	SAM ASH MUSIC CORPORATION	TEAM MECHANICAL INC	PREVENTATIVE MAINTENANCE AND INSPECTION AGREEMENT DTD 5/29/2008
841	SAM ASH CALIFORNIA MEGASTORES LLC	The Donald Rothenberg Family Limited Partnership	LEASE AGREEMENT - Store #50 Hollywood, CA
842	SAM ASH CALIFORNIA MEGASTORES LLC	The Martin Family Trust	LEASE AGREEMENT - Store #95 Hollywood, CA
845	SAMSON TECHNOLOGIES CORPORATION	THOMAS DECKER STUDIO INC	PHOTOGRAPHY & VIDEOGRAPHY SERVICES AGREEMENT LETTER DTD 6/24/2021
846	SAM ASH NEW YORK MEGASTORES LLC	Three Mac Properties, LLC	LEASE AGREEMENT - Store #4 Forest Hills, NY
857	SAM ASH MUSIC CORPORATION	UE 2100 Route 38, LLC	LEASE AGREEMENT - Store #14 Cherry Hill, NJ
858	SAM ASH CALIFORNIA MEGASTORES LLC	Ultimate Capital LLC	LEASE AGREEMENT - Store #66 San Diego, CA
862	SAM ASH MUSIC CORPORATION	UNLIMITED TECHNOLOGY SOLUTIONS INC	PROFESSIONAL SERVICES AGREEMENT
870	SAM ASH FLORIDA MEGASTORES LLC	Wareco Enterprises, Inc	LEASE AGREEMENT - Store #33 Miami Lakes, FL
874	SAM ASH MEGASTORES LLC	WASTE MANAGEMENT INC	SERVICE AGREEMENT NON-HAZARDOUS WASTES
875	SAM ASH MEGASTORES LLC	WASTE MANAGEMENT OF ATLANTA METRO	SERVICE AGREEMENT
876	SAM ASH FLORIDA MEGASTORES LLC	WASTE MANAGEMENT OF DADE COUNTY	COMMERCIAL SERVICE AGREEMENT
877	SAM ASH MEGASTORES LLC	WASTE MANAGEMENT OF INDIANA	SERVICE AGREEMENT
878	SAM ASH FLORIDA MEGASTORES LLC	WASTE MANAGEMENT OF SOUTH FLORIDA	SERVICE AGREEMENT
885	SAM ASH MUSIC CORPORATION	WHERE 2 GET IT INC	STATEMENT OF WORK CONTRACT #2020-2190 DTD 1/6/2020
886	SAM ASH MUSIC CORPORATION	WHERE 2 GET IT INC	MASTER SERVICE AGREEMENT DTD 2/1/2013
887	SAM ASH MUSIC CORPORATION	WHERE 2 GET IT INC	AMENDMENT #1 & SOW TO MASTER SERVICE AGREEMENT
888	SAM ASH MUSIC CORPORATION	WHERE 2 GET IT INC	STATEMENT OF WORK #2020-2190
889	SAM ASH MUSIC CORPORATION	WHERE 2 GET IT INC	AMENDMENT NO 1 TO THE MASTER SERVICE AGREEMENT
890	SAM ASH MUSIC CORPORATION	WHERE 2 GET IT INC	NOTICE OF ASSIGNMENT TO SOCI ACQUISITION CO INC DTD 7/23/2021
896	SAM ASH MEGASTORES LLC	WRI/Raleigh LP	LEASE AGREEMENT - Store #58 Raleigh, NC