

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

In re:

TUPPERWARE BRANDS CORPORATION,
et al.,¹

Debtors.

Chapter 11

Case No. 24-12156 (BLS)

(Jointly Administered)

Re: Dkt. Nos. 361, 445

**DECLARATION OF TODD GREENER IN SUPPORT OF OBJECTION TO
AMENDED MOTION TO COMPEL DEBTOR TO ASSUME OR
REJECT UNEXPIRED, NONRESIDENTIAL LEASE**

I, Todd Greener, hereby declare under penalty of perjury, as follows:

1. I was employed by Tupperware Brands Corporation (“Tupperware”) as Executive Vice President and Chief Supply Chain Officer until December 31, 2024, and I am serving in the same role with NewCo² as of January 1, 2025.

2. The statements contained in this Declaration are based on my personal knowledge and from my review of records which are kept in the ordinary course of business by Tupperware over which I maintain possession and control.

3. On September 17-18, 2024, Tupperware and certain of its subsidiaries filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On November 24, 2024,

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Tupperware Brands Corporation (2333); Dart Industries Inc. (5570); Deerfield Land Corporation (0323); Premiere Products Inc. (4064); Tupperware Brands Latin America Holdings, L.L.C. (0264); Tupperware Home Parties LLC (1671); Tupperware International Holdings Corporation (8983); Tupperware Products AG (6765); Tupperware Products, Inc. (8796); and Tupperware U.S., Inc. (2010). The location of the Debtors’ service address in these Chapter 11 cases is: 14901 S Orange Blossom Trail, Orlando, FL 32837.

² Capitalized terms not herein defined shall have the meanings ascribed to them in the *Joint Objection of the Debtors and Party Products Holdings, Inc. to the Amended Motion to Compel Debtor to Assume or Reject Unexpired, Nonresidential Lease* filed contemporaneously herewith.

the Court entered an order approving the sale of substantially all of the Debtors' assets to NewCo [ECF No. 383] (the "Sale Order"). The sale closed on November 27, 2024.

4. The Sale Order approved the Transition Services Agreement (the "TSA") between the Debtors and NewCo, pursuant to which each party has agreed to fulfill certain transition services at the Hemingway property to ensure a smooth transition in connection with the sale.

5. Prior to the Debtors' chapter 11 filing, on or about October 11, 2023 the Debtors sold the Hemingway facility to Phoenix Hemingway Industrial Investors LLC (the "Landlord") as part of a sale-leaseback agreement. The Landlord and the Debtors then entered into the Lease on October 11, 2023.

6. The Lease required Debtors to prepay an Initial Base Rent Payment equaling \$3,000,000 for the first year of the Lease through October 31, 2024. After this one-year term, the Debtors were required to paid monthly Base Rent payments in addition to monthly Triple Net Payments. The Debtors pre-paid the year-long Initial Base Rent Payment at the time the Lease was signed.

7. The Lease provides Debtors with the unilateral right to extend the Lease on a month-to-month basis for a period of six months after December 31, 2024. The Lease does not condition the extension on the tenant not being in default. For months, I have communicated to the Landlord that the Debtors would potentially need to use the space through June 30, 2025.

8. At Landlord's request, and although not obligated to do so, the Debtors and NewCo have assisted the Landlord in its efforts to sell the property by facilitating tours to prospective buyers and engaging in discussions regarding potential arrangements to share the space should any such purchaser wishes to utilize the property while the Debtors are in possession of the Lease.

9. The Debtors have been timely on all post-petition Base Rent and Triple Net payments.

10. Post closing of the sale, the Debtors still maintain at the Hemingway leased property certain property and equipment assets that are subject to leases that have not yet been assumed, assigned, or rejected.

11. To the best of my knowledge, the Debtors and NewCo have not yet made a decision on whether to assume and assign the Lease.

12. In reliance on the TSA and the APA, NewCo is in the process of signing a new lease and is in the process of removing inventory from the Hemingway property pursuant to the terms of the TSA. It will take NewCo several more months to fully move the inventory off of the property.

I declare under penalty of perjury that the statements in this Declaration are true and correct to the best of my knowledge.

Dated: January 17, 2025

/s/ Todd Greener
Todd Greener