



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed February 20, 2026

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Chapter 11
BUDDY MAC HOLDINGS, LLC, <i>et al.</i> ,	§	Case No. 25-34839-mvl11
Debtors. ¹	§	(Jointly Administered)
	§	

ORDER (I) AUTHORIZING (A) SALE FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, AND (B) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH; AND (II) GRANTING RELATED RELIEF

Upon the motion [Docket No. 172] (the “Motion”) filed by Buddy Mac Holdings, LLC (“Buddy Mac Holdings”) and its debtor subsidiaries and affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”), pursuant to, *inter alia*, sections 105(a), 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”)

¹ A complete list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax ID numbers, is set forth on **Schedule I** (Initial Debtors) and **Schedule II** (Subsequent Debtors) attached to the Motion. The Debtors’ service address is 400 E. Centre Park Blvd., Suite 101, DeSoto, Texas 75115.

and rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), requesting entry of (i) the Bid Procedures Order (defined below) [Docket No. 229], and (ii) this Order (this “Order”) (a) approving the Asset Purchase Agreement attached hereto as **Exhibit A** (together with any modifications thereto and all other documents executed in connection with or otherwise related to the transaction contemplated therein, the “APA”)² by and among Buddy Mac Holdings and the Debtors set forth on the signature pages to the APA (the “Sellers”), and S.K.C. Enterprises, Inc., an Illinois corporation d/b/a Rent One, or its designee (the “Buyer”), as buyer, (b) authorizing the sale of the Purchased Assets (as defined in the APA), including, without limitation, the Assigned RTO Agreements, of the Sellers to the Buyer, and the Sellers’ assumption and assignment of Assigned Contracts and Assigned Property Leases (as defined in the APA) to the Buyer, free and clear of all liens, claims, encumbrances, and interests on the terms set forth in the APA (the “Sale”), and (c) granting related relief, all as more fully described in the Motion; and upon the Debtors having determined that the Purchase Price is fair and that consummation of the Sale is a sound exercise of the Debtors’ business judgment; and the Court having reviewed the Motion and all evidence admitted at the hearing to consider approval of the Sale (the “Sale Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, the Debtors’ bankruptcy estates (the “Estates”), the Debtors’ creditors, and all other parties in interest; and any objections to the Motion having been withdrawn with prejudice or overruled on the merits; and upon the record of the Sale Hearing and all other pleadings and proceedings in these cases; and after due deliberation

² Capitalized terms not otherwise defined herein have the meanings provided in the APA.

and good and sufficient cause appearing therefor, **THE COURT HEREBY FINDS AND DETERMINES AS FOLLOWS:**

- A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court has jurisdiction over the Purchased Assets pursuant to 28 U.S.C. § 1334(e), because the Purchased Assets are property of the Estates. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
- B. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, waives any applicable stay, and expressly directs entry of judgment as set forth herein.
- C. The Debtors have full power and authority to: (i) execute the APA and all other documents contemplated thereby, (ii) consummate the Sale, and (iii) convey title to all Purchased Assets to the Buyer.
- D. [Intentionally Omitted.]
- E. [Intentionally Omitted.]
- F. Entry into the APA and consummation of the Sale constitutes a sound exercise of the Debtors' business judgment and a proper exercise of the Debtors' fiduciary duties, and such acts are in the best interests of the Debtors, the Estates, and the Debtors' creditors and other parties in interest. The Debtors have articulated good and sufficient business reasons justifying the Sale of the Purchased Assets on the terms and conditions set forth in the APA. No other person or entity has offered to purchase the Purchased Assets for greater economic value to the Estates than the Buyer. The Debtors will suffer irreparable harm if the relief requested is not granted.
- G. The Sale of the Purchased Assets shall be free and clear of all liens (including any "lien" as defined in section 101(37) of the Bankruptcy Code), interests, obligations, rights, encumbrances, pledges, mortgages, deeds of trust, security interests, liabilities, rights under any pension plan or federal or state law governing such plan, including, without limitation, the Employment Retirement Income Security Act of 1974 as amended, rights under any bulks sales law or rule, rights under any tax statutes or rules, claims (including any "claim" as defined in section 101(5) of the Bankruptcy Code), leases, possessory leasehold interests, charges, options, rights of first refusal or option to purchase any real property, easements, servitudes, transfer restrictions under any agreement, judgments, hypothecations, demands, licenses, sublicenses, limitations, deposits, credits, allowances, assignments, debts, obligations, guaranties, options, contractual and other commitments, restrictions,

environmental liabilities, options to purchase, and options, in each case of whatever kind, nature, or description in, against, or with respect to any of the Purchased Assets, having arisen, existed or accrued prior to and through the Closing Date (as defined in the APA), whether recorded or unrecorded, filed or unfiled, perfected or unperfected, scheduled or unscheduled, noticed or unnoticed, allowed or disallowed, known or unknown, whether by setoff, recoupment, credit, or netting, direct or indirect, absolute or contingent, choate or inchoate, fixed or contingent, matured or unmatured, liquidated or unliquidated, arising or imposed by agreement, understanding, law, equity, rule or judicial act, possession, statute, or otherwise and whether arising prior to, on, or after the Petition Date (“Liens,” “Encumbrances,” “Claims,” and/or “Interests,” as applicable).

- H. The Debtors may sell the Purchased Assets free and clear of all Liens, Claims, and Interests because one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied with respect to each such Lien, Claim, and Interest. Those holders of Encumbrances who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. If the Purchased Assets were not sold free and clear of all Liens, Claims, and Interests, the Buyer would not have entered into the APA and the Purchased Assets would have yielded less value for the Estates. Therefore, the Sale of the Purchased Assets free and clear of all Liens, Claims, and Interests is in the best interests of the Debtors, the Estates, and the Debtors’ creditors.
- I. The Debtors and the Buyer have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including, without limitation, sections 365(b)(1)(A), (B), and (C) and 365(f) of the Bankruptcy Code, in connection with the Sale and the assumption and assignment of the Assigned Contracts and Assigned Property Leases to be assumed and assigned to the Buyer under the terms of the APA. The Assigned Contracts and Assigned Property Leases are assumable and assignable notwithstanding any provisions contained therein to the contrary. There are no outstanding defaults by the Debtors, offsets or Encumbrances on the property covered by an Assigned Property Lease except as will be cured by the payment in accordance with this Order and the APA (as defined in the APA). The Buyer has provided adequate assurance of future performance to any Counterparty (as hereinafter defined) as required by section 365(b)(1)(C), 365(f)(2)(B) and 365(b)(3) of the Bankruptcy Code. Each of the Assigned Property Leases are in full force and effect and have not been further modified or amended, and the Sellers have validly exercised all rights to option terms under the Assigned Property Leases with respect to which the time for exercise has passed. Buyer’s intended use of the real property (the “Intended Use”) subject to the Assigned Property Leases will not breach any of the provisions of the Assigned Property Leases or, if the applicable Assigned Property Lease is within a shopping center, Buyer’s Intended Use will not breach any other lease in such shopping center, and the Sellers’ assignment of the Assigned Leases to Buyer will not violate any radius clauses contained in any of the Assigned Leases. Buyer’s placement of its signs on such property (in similar sizes, colors and names utilized by Buyer in its other stores) covered by the

Assigned Property Leases in substantially the same location as those of the Sellers, and in such form and manner which is in accordance with applicable law, will not breach any of the provisions of the Assigned Property Leases. None of the provisions of the Assigned Property Leases that purport to prohibit, restrict or condition the Sellers' assignment of the Assigned Property Leases shall have any force or effect with respect to the assignment authorized by this Order, and no Contract Counterparties shall have any right to cancel the Assigned Property Leases or increase the rent or impose any penalty by reason of such assignment. To the extent required under the APA, any "going dark" or continuous operating restrictions and/or other related restrictions in the Lease are unenforceable anti-assignment clauses under Sections 365(f)(1) and (3) of the Bankruptcy Code. Any portions of the Assigned Property Lease, which permit the Counterparty to cancel the remaining terms of the Assigned Property Lease if the Sellers discontinue the operation of the stores are invalid *ipso facto* clauses under Section 365(e) of the Bankruptcy Code, and such Counterparty shall not have the right to cancel the Assigned Property Lease or increase the rent or impose any penalty by reason of such discontinuation due to the Sellers' cessation of operations, the assignment of the Assigned Property Lease to Buyer or the interruption of business activities at subject demised property in order to enable Buyer to perform remodeling work. Nothing contained herein shall constitute a limitation on Buyer's ability to go dark beyond one hundred eighty (180) days after the Closing Date of the assignment of each Assigned Property Lease to the extent such Lease does not contain a going dark or continuous operating clause. Buyer's performance and completion of remodeling work shall not constitute a default under the provisions of any Assigned Property Lease nor give the Counterparty the right to cancel the remaining terms of the Assigned Property Leases. The performance and completion by Buyer of alterations to subject demised property to adapt and equip such property for use and occupancy by Buyer, and if performed in accordance with the Assigned Property Lease and applicable building and zoning codes and regulations, consistent with the parties' respective obligations under the Assigned Leases, will neither breach any of the provisions of the Assigned Property Leases nor give the Contract Counterparties the right to cancel the remaining terms of the Assigned Property Leases. In accordance with the Bid Procedures and the terms of this Order, following the Closing, Buyer shall be fully and irrevocably vested with all of the Sellers' right, title and interest in and under the Assigned Property Leases in connection with related demised property, free and clear of any Liens, Claims, Interests, or Encumbrances, and each Assigned Property Lease shall be fully enforceable by Buyer in accordance with its respective terms and conditions. Following assignment or transfer of the Assigned Property Leases to Buyer, the Sellers shall be relieved from any further liability with respect to such Assigned Property Leases.

- J. The APA was negotiated and is undertaken by the Debtors and the Buyer at arm's length, without collusion or fraud, and in good faith within the meaning of Bankruptcy Code section 363(m). Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the application of Bankruptcy Code

section 363(n) to the Sale. None of the Sellers or Buyer entered into an agreement to control the sale price for the Purchased Assets.

- K. The APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. The transfer of the Purchased Assets to the Buyer (a) does not constitute an avoidable transfer under the Bankruptcy Code or under other applicable bankruptcy or non-bankruptcy law and (b) does not and will not subject the Buyer to any liability whatsoever with respect to the operation of the Debtors' business. The consideration provided by Buyer in accordance with the APA in exchange for the Purchased Assets (i) is fair, and adequate, (ii) is the highest or otherwise best offer for the Purchased Assets, (iii) will provide a greater, ultimate recovery for the estate than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the United States, any state, territory, possession, or the District of Columbia.
- L. The Buyer and the Sellers, in conducting their respective rent-to-own business operations, have each established written internal policies and procedures to protect the personally identifiable information (as defined in 11 U.S.C. § 101(41)) of their customers ("Customer Privacy Policies"). Buyer represents that its Customer Privacy Policies are not less restrictive or less robust than the Sellers' Customer Privacy Policies.
- M. The transfer of the Purchased Assets to the Buyer will be a legal, valid, and effective sale and transfer of the Property and will vest the Buyer with all right, title, and interest of the Sellers to the Property free and clear of all Liens, Claims, Interests, and Encumbrances, and any liabilities of the Sellers, except as otherwise expressly set forth in the APA or any documents, agreements, and instruments referenced therein or contemplated thereby, or in this Order.
- N. The APA, and the sale and the other transactions contemplated by the APA neither impermissibly restructure the rights of the Sellers' creditors nor impermissibly dictate a liquidating chapter 11 plan for the Sellers, and therefore do not constitute a *sub rosa* chapter 11 plan. Nothing in this Order is approving any disclosure statement, plan, or a finding or conclusion of law in connection therewith. Further, nothing in this Order is approving any distribution that would be inconsistent with the Bankruptcy Code's priority scheme, including the timing and/or amount of money to be paid to creditors in a future plan (if any).
- O. To the maximum extent possible under the Bankruptcy Code, each and every provision of the documents, agreements and instruments governing the Purchased Assets or applicable non-bankruptcy law or rules that purports to prohibit, restrict, or condition or could be construed as prohibiting, restricting, or conditioning assignment of any of the Purchased Assets, if any, has been or will be satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code.

- P. Buyer has deposited into escrow the amount of \$505,588.00 (the “**Deposit**”) with the Escrow Agent (as defined in the Bid Procedures Order). However, the Deposit was made for purposes of an earlier offer by the Buyer where the purchase price was \$5,055,880.00. Pursuant to the Bid Procedures Order, Buyer is only obligated to make a deposit of \$112,648.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth herein and the relief requested therein in respect of the APA and authorizing the sale, assignment or other transfer of the Purchased Assets to Buyer is granted and approved in its entirety, as set forth herein. All objections and reservations of right in respect of the Sale Motion or the relief requested therein or the entry of the Sale Order or the sale, assignment, or other transfer of the Purchased Assets to Buyer that have not been withdrawn, waived, settled or not otherwise resolved pursuant to the terms hereof are denied and overruled on the merits with prejudice. All persons and entities with notice that failed to timely object to the Sale Motion are deemed to have consented to the relief granted herein for all purposes.

2. **Findings and Conclusions.** The findings of fact and conclusions of law set forth herein constitute the Court’s findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of fact are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

3. **Incorporation by Reference.** Findings of fact and conclusions of law in the *Order (I) Authorizing and Approving (A) Bidding Procedures and (B) Form and Manner of Notice of Bidding Procedures, Auction, and Sale Hearing; (II) Scheduling an Auction and Sale Hearing; and (III) Granting Related Relief* [Docket No. 229] (the “Bid Procedures Order”) are incorporated herein by reference.

4. **Sale Approved.** The Sale of the Purchased Assets to the Buyer is hereby approved on the terms set forth in the APA. The transfer of the Purchased Assets to the Buyer pursuant to

the APA is a legal, valid, proper, unavoidable (including, without limitation under Bankruptcy Code section 363(n) and chapter 5 of the Bankruptcy Code) and effective transfer of the Purchased Assets for reasonably equivalent and fair consideration, vesting the Buyer with all right, title and interest of the Sellers in and to the Purchased Assets free and clear of all Liens, Claims, Interests, and Encumbrances. The Debtors and the Buyer are authorized to take all actions necessary or appropriate to consummate the Sale and perform their respective obligations under the APA and this Order. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the provisions of this Order. All Idle Inventory and tangible personal property remaining in transferred demised property subject to Assigned Property Leases or stores under this Order shall be deemed transferred to Buyer (without further Court Order or documentation from the Sellers) pursuant to the terms of this Sale Order.

5. **[Intentionally Removed.]**

6. **Binding Effect.** This Sale Order and the APA shall be binding in all respects upon the Debtors, the Estates, all creditors of the Debtors, any holders of Liens, Claims, or Interests in or against the Property (whether known or unknown), the Buyer and its respective successors and permitted assigns, and any other affected third parties, including all persons asserting any interests or claims in the Purchased Assets. The terms and provisions of the APA and this Order will inure to the benefit of the Debtors, the Estates, the Debtors' creditors, the Buyer and its respective successors and permitted assigns, and any other affected third-party or party-in-interest. Nothing contained in any chapter 11 plan confirmed in the Debtors' chapter 11 cases, any order confirming any such plan, or in any other order entered in these chapter 11 cases (including any order entered after any conversion of any of these chapter 11 cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to the entry of this Order shall modify, alter, conflict

with, or derogate from the provisions of the APA or this Sale Order. No bulk sales law or similar law shall apply in any way to the transactions contemplated by the Sale Motion and this Sale Order.

7. **Notice.** Notice of the Sale Motion, the hearing on Bid Procedures, the Bid Procedures Order, the assumption and assignment of Assigned Contracts and the Assigned Property Leases, the Auction, the Sale Hearing, the sale and all transactions contemplated by the APA and the Sale Motion was fair, sufficient, proper and equitable under the circumstances and complied in all respects with sections 102(1) and 363 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Bid Procedures Order, the Bid Procedures, and due process. The Debtors shall serve a copy of this Order via email or overnight mail to all landlords and counterparties to the Assigned Contracts and Assigned Property Leases (collectively, the “Counterparties,” and each a “Counterparty”) within **two (2)** calendar days after the Court’s entry of this Order.

8. **Bid Procedures Order.** On February 4, 2026, this Court entered the Bid Procedures Order [Docket No. 229] approving, among other things, bid procedures for the sale of substantially all or portions of the Debtors’ Assets and the procedures governing: (i) approving Phonix RBS, LLC, a Delaware limited liability company, or its designee (“Phonix”) as a stalking horse purchaser and certain Expense Reimbursement; (ii) the solicitation and submission of bids, (iii) the designation of Qualified Bids, (iv) the conduct of any Auction, and (v) the assumption and assignment or transfer of any executory contracts and unexpired leases of non-residential real property. The Bid Procedures and the Bid Procedures Order provided a full, fair, and reasonable opportunity for interested parties to submit bids for the Purchased Assets and a full, fair, and reasonable opportunity for Contract Counterparties to object to any proposed Cure Costs (as defined in the APA), any proposed assumption and assignment or transfer of their contracts or

leases, and the Buyer's adequate assurance of future performance. The Sellers and the Buyer have complied with the Bid Procedures Order and the Bid Procedures in all respects.

9. **Procedural Compliance.** The Court finds that the Sellers complied with all applicable requirements under the Bankruptcy Code, the Bankruptcy Rules, and the Bid Procedures Order in connection with the Sale and the assumption and assignment of the Assigned Contracts and Assigned Property Leases.

10. **Adequate Marketing; Highest and Best Offer.** Based on the evidence presented at the Sale Hearing and the representations of counsel on the record, the Sellers adequately marketed the Purchased Assets and conducted the Sale process in good faith and in compliance with the Bid Procedures Order. The Sale process was fair, open, and competitive, and provided a full and reasonable opportunity for any interested party to conduct due diligence and submit a Qualified Bid. The consideration provided by the Buyer under the APA constitutes the highest and best offer for the Purchased Assets, represents fair and reasonable value, and maximizes recoveries for the Sellers' Estates compared to any other available alternative.

11. **Contract and Lease Assignment; Related Transfer Matters.** The Sellers have demonstrated sound business reasons for entering into the APA and for transferring the Purchased Assets to the Buyer and assuming and assigning the Assigned Contracts and Assigned Property Leases to the Buyer, as set forth in the Motion, the APA, and the evidence presented at the Sale Hearing. The transfer of the Purchased Assets and the assumption and assignment of the Assigned Contracts and Assigned Property Leases to the Buyer each constitute a reasonable and valid exercise of the Sellers' business judgment, and approval of such actions is warranted. To facilitate the effectuation of the APA and transfer of Purchase Assets and the assumption and assignment of the Assigned Contracts and Assigned Property Leases, Sellers and Buyer may enter into one or

more transition services agreement without further order of this Court. All deposits and other security associated with Assigned Contracts and Assigned Property Leases shall be transferred to the Buyer. Any provision in any Assigned Property Lease regarding percentage rent to the extent of each Seller's sales prior to the Closing Date shall not be imputed against Buyer. To the greatest extent available under applicable law or rules, the Buyer shall be authorized as of the Closing Date to operate under any license, permit, registration, and governmental authorization or approval of the Seller in respect of the Purchased Assets and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to be transferred to the Buyer as of the Closing Date.

12. **Anti Assignment Provisions.** Each provision of the Assigned Contracts and Assigned Property Leases, and each provision of applicable non-bankruptcy law, that purports to prohibit, restrict, or condition, or that could be construed as prohibiting, restricting, or conditioning, the assignment of any Other Assigned Contract or Assigned Property Lease, including, without limitation, "going dark" provisions, repair/remodeling prohibitions, prohibitions on Buyer's Intended Use, unreasonable signage or replacement signage prohibitions, provisions requiring use of a certain tradename, minimum sales level requirements, and/or radius provisions, has been, or will be, satisfied, or is otherwise unenforceable under section 365 of the Bankruptcy Code in connection with the Sellers' assumption and assignment of such agreements to the Buyer. Any Counterparty to any Other Assigned Contract or Assigned Property Lease that did not timely file an objection to the proposed assumption or assignment of such agreement is deemed to have consented to the assumption and assignment, and the Buyer shall be entitled to all rights and benefits thereunder as of the applicable effective date of such assumption and assignment without the necessity of obtaining the Counterparty's consent.

13. **Deemed Consent.** All Counterparties for which the deadline to object to the assumption and assignment of their Other Assigned Contract or Assigned Property Lease has passed as of the date of entry of this Order, and that did not timely file an objection prior to the applicable deadline, shall be deemed to have consented to the Sellers' assumption and assignment of their respective Other Assigned Contract or Assigned Property Lease to the Buyer effective as of the Closing, and the Buyer shall enjoy all rights and benefits thereunder as of the effective date of assumption and assignment without the necessity of obtaining further consent.

14. **[Intentionally Omitted.]**

15. **Assigned RTO Agreements.** The Buyer and Sellers shall adhere to their Customer Privacy Policies in all respects in transferring Assigned RTO Agreements and any other Purchased Assets that contain customers' personally identifiable information, if any, from the Sellers to the Buyer at Closing. The Buyer's Customer Privacy Policy shall not be, and the Buyer represents that it is not, less restrictive than the Customer Privacy Policy of the Sellers.

16. **Non-Executory Agreements.** To the extent any Other Assigned Contract or Assigned Property Lease is not an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code, including, without limitation, the Assigned RTO Agreements, such agreement shall be transferred to the Buyer in accordance with the APA, and other than with respect to Assumed Liabilities, the Buyer shall have no liability or obligation for any: (i) defaults or breaches under such agreement relating to acts or omissions occurring prior to the Closing, or (ii) claims, counterclaims, or offsets relating to any acts or omissions occurring prior to the Closing. The Buyer shall not assume or become liable for any Liens, Claims, or Interests relating to the Purchased Assets except as expressly provided in the APA.

17. **Cure Costs.** All Cure Costs attributable to any of the Assigned Contracts and Leases shall be the sole responsibility of Sellers. Cure Costs, including those amounts due to landlords under the Assigned Property Leases and to utility providers under the Assigned Contracts, to the extent allowed by law, shall be paid by the Buyer to such creditors at or immediately following the Closing. For the avoidance of doubt, the Assigned Property Leases, Assigned Contracts and related Cure Costs as of the date of this Sale Order are:

Store #	Store Address	Cure Cost
432	1803 North Harrison Street Shawnee, OK 74804	\$5,500.00
437	1366 South Muskogee Avenue Tahlequah, OK 74464	\$5,800.00
607	1025 Martin Luther King, Jr. Boulevard Malvern, AR 72104	\$19,613.96

The Cure Costs constitute the amounts necessary to cure all defaults (within the meaning of section 365(b)) under such agreements. The Cure Costs set forth herein constitute all amounts necessary to cure all defaults under the Assigned Contracts and Assigned Property Leases pursuant to section 365(b)(1)(A) of the Bankruptcy Code, and no further amounts shall be owed by the Sellers or the Buyer with respect to any such defaults.

18. **Adequate Assurance.** Counterparties to the Assigned Contracts and Assigned Property Leases were provided with the notice of proposed assumption and assignment of such agreements and the procedures for objecting to the Buyer's ability to provide adequate assurance of future performance, as set forth in the notices filed at Docket Nos. 249, 278, 292, 302, and 304. Counterparties were required to file any objections to the Buyer's ability to provide adequate assurance of future performance under sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f)(1) of the Bankruptcy Code (each, an "Adequate Assurance Objection") on or before the applicable objection deadline (the "Adequate Assurance Objection Deadline"). Any

Counterparty that failed to timely file an Adequate Assurance Objection is deemed to have waived such objection and is forever barred from challenging the assumption and assignment of its Other Assigned Contract or Assigned Property Lease on the basis of adequate assurance of future performance. Based on the evidence presented at the Sale Hearing and the record in these Chapter 11 Cases, the Sellers have satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), 365(b)(1)(B), 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f), in connection with the Sale and the assumption and assignment of the Assigned Contracts and Assigned Property Leases to the Buyer pursuant to the APA. Accordingly, subject to payment of the applicable Cure Costs in accordance with this Order and the APA, the Assigned Contracts and Assigned Property Leases may be assumed by the Sellers and assigned to the Buyer as provided in the APA and this Order. The Buyer has provided credible and satisfactory evidence of adequate assurance of future performance, including financial information, operational capability, and such other documentation as the Sellers presented at the Sale Hearing, and the Court finds such evidence sufficient under sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f)(2)(B) of the Bankruptcy Code.

19. **Objections and Waiver.** Payment of the Cure Costs in accordance with this Order and the APA, together with the Buyer's promise to perform obligations under the Assigned Contracts and Assigned Property Leases as of the Closing, constitutes adequate assurance of future performance. Objections to the assumption and assignment of the Assigned Contracts and Assigned Property Leases are overruled. Any Counterparty that failed to timely object to its Cure Costs or assert any other default is deemed to have consented to its Cure Costs and to the assumption and assignment of its respective agreement to the Buyer and to have waived any

additional defaults or breaches, subject to the post-Closing designation and Cure Notice process set forth in the APA and this Order.

20. **Section 365 Compliance.** The Court finds that with respect to all Assigned Contracts and Assigned Property Leases, the payment of Cure Costs as provided in this Order and the APA is reasonable and appropriate and fully satisfies the Sellers' obligations under sections 365(b) and 365(f) of the Bankruptcy Code. The assumption and assignment of the Assigned Contracts and Assigned Property Leases pursuant to this Order is integral to the APA, is in the best interests of the Sellers, their Estates, their creditors, and all parties in interest, and constitutes a sound and prudent exercise of the Sellers' business judgment.

21. **Modification of APA.** The APA and any other agreements, documents, or other instruments related thereto in effect as of the date of this Order may be modified, amended, or supplemented as to any non-material term or terms through a written document signed by the parties thereto in accordance with the terms thereof without further order of this Court upon prior written notice to Phonix, the Creditors' Committee, and the Office of the United States Trustee.

22. **Sale Free and Clear.** Upon closing of the Sale under the APA (the "Closing"), the Sale shall effect a legal, valid, enforceable, and effective transfer of the Purchased Assets and shall vest the Buyer with all of the Debtors' right, title, and interest in the Purchased Assets free and clear of all Liens, Claims, Encumbrances, and Interests, and any such Liens, Claims, or Interests shall attach to the proceeds from the Sale of the Purchased Assets (the "Sale Proceeds") with the same nature, validity, priority, extent, perfection, force and effect that such Liens, Claims, Encumbrances and Interests encumbered the Purchased Assets immediately prior to the Closing, subject to any rights, claims, defenses, and objections of the Debtors, the Estates, and other parties in interest with respect to such Liens, Claims, and Interests. All persons and entities holding or

otherwise asserting a Lien, Claim, Encumbrance or Interest in or against the Purchased Assets are hereby forever barred, estopped, and permanently enjoined from asserting such Lien, Claim, Encumbrance, or Interest against the Buyer or its successors or assigns, their property, or the Purchased Assets. For the avoidance of doubt, no Lien, Claim, Encumbrance or Interest in or against the Purchased Assets as of the Closing shall impact Buyer's future rights to sell, transfer or dispose of the Purchased Assets in the ordinary course of its business. Buyer shall pay the Purchase Price, less the Deposit, Cure Costs and Hold Back (as defined in the APA), to Phonix at Closing in accordance with the terms of the APA and this Order, and any Hold Back later due and owing to Sellers shall be remitted to Phonix with prior written notice to Sellers.

23. **Deposit.** If the Buyer fails to close because of a breach of the APA by Buyer, the Sellers shall be entitled to retain \$112,648 of the Deposit, which amount shall be deemed forfeited by the Buyer. Sellers shall return the remainder of the Deposit to the Buyer immediately.

24. **Sale "As-Is, Where-Is".** Except as specifically set forth in the APA, (a) the Sale and conveyance of the Purchased Assets to the Buyer shall be on an "as-is, where is" basis, without any representations or warranties whatsoever (whether express, statutory, or implied); and (b) the Debtors and the Estates expressly disclaim all representations or warranties, express, statutory or implied, as to the Purchased Assets.

25. **No Successor Liability.** Neither the Buyer nor any of its affiliates are or shall be deemed, as a result of the consummation of the Sale, to: (a) be legal successors to the Sellers or their Estates by reason of any theory of law or equity; (b) have, *de facto* or otherwise, merged with or into any of the Debtors; or (c) be an alter ego or a mere continuation or substantial continuation or successor of any of the Debtors in any respect. Neither the Buyer nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors or the

Estates, except for Assumed Liabilities and Transition Expenses (each as defined in the APA) or as otherwise expressly provided in the APA. Without limiting the foregoing, the Buyer shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any Claims, including, without limitation, under any theory of successor or transferee liability, *de facto* merger or continuity, environmental, tax, labor, mass layoff (federal, state, or local laws or rules) and employment, products or antitrust liability, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated. No Counterparty may assert any default or claim against the Buyer based on any act or omission of the Sellers occurring prior to the Closing.

26. **Release of Liens, Claims and Interests.** Effective upon the Closing, subject to the provisions of the APA relating to the Credit Bid, this Order: (a) is and shall be effective as a determination that all Liens, Claims, Encumbrances, and Interests of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing have been unconditionally released, discharged, and terminated (with such Liens, Claims, Encumbrances, and Interests attaching to any cash Sale Proceeds with the same nature, validity, priority, extent, perfection, force and effect that such Liens, Claims, Encumbrances and Interests encumbered the Purchased Assets immediately prior to the entry of this Order) and that the conveyances described herein have been effected; and (b) is and shall be binding upon and shall govern the acts of all entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other 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 presented by Buyer, or who may be

required to report or insure any title or state of title in or to the Purchased Assets conveyed to the Buyer as requested by Buyer, and upon Buyer's direction, any recorded Liens, Claims, and Interests against the Purchased Assets shall be deemed stricken from such entities' records, official and otherwise.

27. **Exculpation.** Because the entry into the APA and consummation of the sale transaction contemplated by the APA constitute the exercise by the Debtors of sound business judgment, the Debtors and all representatives, advisors, professionals or agents of the Debtors shall neither have, nor incur, any liability or otherwise be subject to any damages whatsoever either personally or to the Estates or any holder of a claim against or interest in the Debtors for any act or omission in connection with, related to, or arising out of the negotiations of the APA or the consummation of the Sale, other than liability of the Debtors arising out of or relating to any act or omission that constitutes a breach of the APA, fraud, gross negligence, or willful misconduct, in each case as determined by a court of competent jurisdiction pursuant to a final order.

28. **Indemnification by Buyer.** From and after the Closing, the Buyer shall release, defend, indemnify and hold harmless the Debtors, the Estates, and all advisors, professionals, representatives, or agents of the Debtors from and against any and all losses, liabilities, obligations, damages, costs and expenses based upon, attributable to or resulting from: (a) any breach of any representation or warranty of Buyer, as set forth in the APA, or any representation or warranty contained in any certificate delivered by or on behalf of APA; (b) any breach of any covenant or other agreement on the part of Buyer under the APA; (c) the Assumed Liabilities (as defined in the APA); and (d) any other indemnity obligations of Buyer and its affiliates expressly set forth in the APA.

29. **Good Faith Buyer.** The Sale contemplated by the APA is undertaken by the Buyer in good faith, as that term is used in Bankruptcy Code section 363(m), and the Buyer has acted without collusion in undertaking the Sale transaction contemplated by the APA. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale transaction shall not affect the validity of the sale of the Purchased Assets to the Buyer (including the assumption and assignment by the Sellers of any of the Assigned Contracts or Assigned Property Leases), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Purchased Assets and is entitled to all the protections afforded by Bankruptcy Code section 363(m). There has been no showing that the Debtors or the Buyer engaged in any action or inaction that would cause or permit the Sale and underlying transactions to be avoided or costs or damages to be imposed under Bankruptcy Code section 363(n).

30. **Corporate Authority.** The Sellers: (i) have full corporate power and authority to execute the APA and all other documents contemplated thereby, and the Sale and transfer of the Purchased Assets have been duly and validly authorized by all necessary corporate action of the Sellers, (ii) have all corporate power and authority necessary to consummate the transactions contemplated by the APA, (iii) have taken all corporate action necessary to authorize and approve the APA and the consummation of the transactions contemplated thereby, and (iv) require no consents or approvals other than those expressly provided for in the APA, subject to the waiver of such consents or approvals to the extent provided in the APA and as may be permitted under applicable law. The APA shall be in full force and effect regardless of any Seller entity's lack of good standing in any jurisdictions in which such Seller is formed or authorized to transact business.

31. **Governmental Units.** Nothing in this Order or the APA releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit

that any entity would be subject to as the post-sale owner, lessee, or operator of the Purchased Assets after the date of entry of this Order. Nothing in this Order or the APA authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, (e) certification, or (f) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

32. **Satisfaction of Conditions Precedent.** Neither the Buyer nor the Debtors shall have an obligation to close the sale contemplated by the APA until all conditions precedent in the APA to each of their respective obligations to close such sale have been satisfied or waived in accordance with the APA.

33. **Related Relief.** The failure to specifically reference any particular provisions of the APA or other related documents in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the APA and any other related documents be authorized and approved in their entirety.

34. **General Assignment, Related Direction and Injunction.** Upon Closing, this Sale Order shall be construed and shall constitute a full and complete assignment, conveyance and transfer of the Seller's interest in the Purchased Assets and a bill of sale transferring good and marketable title in the Purchased Asset to the Buyers, free and clear of Liens, Claims, Interests and Encumbrances. Each and every governmental unit is hereby authorized to accept any and all documents and instruments necessary to consummate the sale transactions contemplated under the APA. Upon the closing, each of the Debtors' creditors and any other holder of an Encumbrance is authorized and directed to execute such documents and take all other actions as

may be reasonable necessary to release its Encumbrance on Purchased Assets. All persons or entities that are currently, or as of the Closing, may be in possession of some or all of the Purchased Assets are hereby directed to surrender possession of such Purchased Assets to the Buyer at Closing, unless Buyer otherwise agrees. **All persons and entities are prohibited and enjoined from commencing, asserting, continuing, enforcing, or taking or failing to take any action or proceeding to adversely affect or interfere with the ability of the Sellers to transfer the Property to the Buyer in accordance with the APA and this Sale Order.**

35. **Post-Closing Actions and Transactions.** The Sellers and the Buyer, and each of their respective officers, employees, and agents, will be authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Sellers or the Buyer deem necessary or appropriate to implement and effectuate the terms of the APA, the sale transaction contemplated therein and this Order.

36. **Sale is Self-Executing.** The sale contemplated by the Sale Order is self-executing, and neither the Sellers nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order.

37. **No Discriminatory Treatment.** To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Property sold, transferred, or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases or the consummation of the transactions contemplated by the APA.

38. **Retained Jurisdiction.** This Court retains exclusive jurisdiction prior to, on, and after Closing to, among other things, interpret, enforce and implement the terms and provisions of

this Order and the APA, all amendments thereto, any waivers and consents thereunder, and any agreements executed in connection therewith in all respects.

39. **Immediate Effect of Sale Order.** This Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 6004(h), 6006(d), 7062, or 9014 or other applicable law or procedural rules, and the provisions of this Order shall be self-executing. The Debtors and the Buyer are authorized to close the Sale immediately upon entry of this Order and are authorized to satisfy the conditions to Closing (as set forth in the APA), as soon as reasonably practicable.

40. **Conflict Rules.** In the event of any conflict between the terms of this Order and the APA, the terms of this Order shall control. In the event of any conflict between the terms of this Order and any other prior orders or pleadings in the Debtors' chapter 11 cases, the terms of this Order shall control and such prior orders shall be deemed amended or otherwise modified to the extent required to permit consummation of the Sale.

41. The provisions of this Order are non-severable and mutually dependent.

END OF ORDER

Exhibit A

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of February 18, 2026, is entered into by and between the following parties (each, a “**Party**” and collectively, the “**Parties**”): (a) Buddy Mac Holdings, LLC, a Texas limited liability company (“**Buddy Mac Holdings**”), and the entities identified as sellers on Annex 1 and the signature pages hereto (each, a “**Seller**” and collectively, the “**Sellers**”); and (b) S.K.C. Enterprises, Inc., an Illinois corporation d/b/a Rent One, or its designee (the “**Buyer**”). Capitalized terms used in this Agreement are defined throughout the Agreement or in Section 9.01 (Definitions).

RECITALS

WHEREAS, the Sellers are engaged in the business of renting, on a rent-to-own basis, and selling furniture, electronics, appliances, and other merchandise to customers (the “**Business**”) at the specific store locations identified on Annex 1 (each, a “**Store**” and collectively, the “**Stores**”);

WHEREAS, on or about December 4, 2025, Buddy Mac Holdings and certain of its subsidiaries and affiliates (the “**Initial Debtors**”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”);

WHEREAS, on or about January 25, 2025, certain other subsidiaries and affiliates of Buddy Mac Holdings (the “**Subsequent Debtors**,” and together with the Initial Debtors, collectively, the “**Debtors**” and each, a “**Debtor**”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

WHEREAS, the Debtors’ chapter 11 cases are jointly administered under the lead case of *In re: Buddy Mac Holdings, LLC, et al.*, Case No. 25-34839 (the “**Bankruptcy Case**”); the Debtors continue to operate their businesses and manage their assets as a debtors-in-possession under sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, all of the Sellers are Debtors in the Bankruptcy Case;

WHEREAS, Buddy Mac Holdings is the sole member of two (2) of the Sellers, BMH-NEW 58, LLC, and BMH Prime 96, LLC, and Buddy Mac Holdings is the sole member of BMH RTO, LLC, which is the sole member of the six (6) other Sellers; and

WHEREAS, Sellers wish to sell to Buyer, and Buyer wishes to purchase from Sellers, certain assets related to the Stores so that Buyer may engage in the Business at the Stores, and Buyer is willing to assume certain liabilities and obligations of Sellers in connection with such sale and purchase, all subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I
PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein and to the approval of the Bankruptcy Court, at the Closing (as hereinafter defined), Sellers shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase and acquire from Sellers, each Seller's respective right, title, and interest in, to, and under all of the tangible and intangible assets, properties, and rights of every kind and nature, wherever located, of Sellers related to or used in the Business (other than the Excluded Assets, as hereinafter defined), free and clear of any and all liens, security interests, claims and encumbrances of any kind other than Assumed Liabilities (as hereinafter defined) (collectively, the "**Purchased Assets**"), including, without limitation, the following:

- (a) Sellers' rights as tenants under the real property leases ("**Property Leases**") for Store #432, Store #437, and Store #607 (the "**Transferred Stores**"), as identified on Schedule 1.01(a) (collectively, the "**Assigned Property Leases**"), together with any security deposits thereunder, and rights to any related leasehold improvements to the Transferred Stores;
- (b) the Contracts described on Schedule 1.01(b) (collectively, the "**Assigned Contracts**"), together with all of Sellers' rights thereunder;
- (c) all active RTO Agreements for each Store (collectively, the "**Assigned RTO Agreements**"), including those as set forth in the Active Agreement Listings attached to Schedule 1.01(c) as updated as of the Closing, together with all of Sellers' rights thereunder, including the right to receive payments from active customers from and after the Closing Date, including any accounts receivable pertaining to the Assigned RTO Agreements;
- (d) all Rented Merchandise (as that term is defined in the Assigned RTO Agreements) subject to the Assigned RTO Agreements;
- (e) all inventory owned by the Sellers and located at the Stores that is not subject to the active RTO Agreements (collectively, "**Idle Inventory**");
- (f) all rights with respect to inactive or charged off RTO Agreements for each of the Stores, including all rights to collect and receive payment thereunder and all related files, data and information regarding the same;
- (g) all fixed assets, fixtures and leasehold improvements located at the Transferred Stores that is not an Excluded Asset;
- (h) all furniture, equipment (office or otherwise), machinery, tools, computer hardware, electronics, standard operating products (i.e., dollies, carts, lifts, cleaning devices, etc.), supplies, parts and other tangible personal property located at the Stores that is not an Excluded Asset;

(i) any Intellectual Property owned by Sellers identified on Schedule 1.01(i) to the extent assignable and used or held for use in connection with the ownership or operation of the Business conducted at the Stores;

(j) software and proprietary rights owned or licensed by Sellers identified on Schedule 1.01(j) to the extent assignable and used or held for use in connection with the ownership or operation of the Business conducted at the Stores;

(k) any claims of Sellers against third parties related solely to the Purchased Assets and/or the Assumed Liabilities, whether choate or inchoate, known or unknown, contingent or non-contingent;

(l) subject to the right of Sellers to retain copies (electronic or otherwise) of financial information necessary for the preparation of all Tax returns and other requirements under law or for any other purpose reasonably required by Sellers, all books, records, financial information, and documents pertaining to the Purchased Assets and the Business being acquired, whether or not physically located in the Transferred Stores, including, but not limited to, customer files, lists and records (including credit information); supplier and vendor files, lists, records and literature; product literature and all marketing, advertising and promotional materials; source codes; management information systems; warehouse management systems; personnel records for any former employees of the Seller as of the Closing who are employed by Buyer after the Closing; and correspondence and other electronic transmissions relating to any and all of the foregoing (collectively, the “**Books and Records**”), but excluding personnel files for any former employees of Sellers as of the Closing who are not employed by Buyer within thirty (30) days from and after the Closing, Sellers’ business organization documents, minute books, equity record books, and income tax returns (collectively, the “**Excluded Books and Records**”);

(m) all unexpired warranties of manufacturers, vendors or other third parties, if any, if and to the extent assignable and subject to all third-party consents;

(n) all Store telephone and facsimile numbers and the listings therefor;

(o) [Intentionally Removed.]

(p) all deposits (including maintenance deposits, and security deposits for rent, electricity, telephone, or otherwise), or prepaid or deferred charges and expenses (including all lease and rental payments), that have been prepaid by Sellers and relate to the Business conducted at the Transferred Stores;

(q) all prepaid expenses, credits, advance payments, claims, refunds, rights of recovery, rights of set-off, rights of recoupment, security and other deposits, charges, sums, and fees (including any such item relating to the payment of Taxes) of Sellers related to the Transferred Stores;

(r) all insurance benefits, rights and proceeds arising from or relating to the Business, the Purchased Assets or the Assumed Liabilities, including insurance arising from any claims, occurrences or loss events prior to Closing;

(s) all of the rights, interests and benefits (if any) accruing under all permits, approvals and governmental authorizations, and all pending applications therefor related to the Transferred Stores; and

(t) any claims of Sellers against third parties related solely to the Purchased Assets and/or the Assumed Liabilities, whether choate or inchoate, known or unknown, contingent or non-contingent.

Section 1.02 Excluded Assets. Notwithstanding anything herein to the contrary, the Purchased Assets shall not include the assets, properties, and rights of Sellers identified below in this Section 1.02 (collectively, the “**Excluded Assets**”), all of which shall be retained solely and exclusively by the Sellers and shall not be transferred to the Buyer:

(a) any real property owned by Sellers and any phone systems (i.e. 8x8 and TPX Communications Systems) owned by Sellers or located at any of the Stores;

(b) any corporate infrastructure or other assets or properties (tangible, intangible or otherwise) of the Sellers or their Affiliates that are not used or held for use in the Business, together with assets, liabilities, rights and obligations;

(c) any assets or liabilities rejected by Buyer prior to the Closing as being part of the Purchased Assets;

(d) all cash and cash equivalents of Seller;

(e) all bank accounts owned by or in the name of Seller or its Affiliates;

(f) all books and records of Seller relating to the Excluded Assets or Excluded Liabilities, including the charter, related organizational documents and minute books and Tax Returns of Sellers and the right to use the Sellers’ names;

(g) all accounting records of Sellers, except as relate to the Purchased Assets;

(h) Excluded Books and Records;

(i) any and all claims or causes of action of any Sellers arising under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553 thereof) and any proceeds or recoveries thereof;

(j) all rights of Seller pertaining to any causes of action, lawsuits, judgments, claims, demands, counterclaims, set-offs or defenses that Sellers may have solely with respect to the Excluded Liabilities or any of the Excluded Assets;

- (k) the rights of Sellers under this Agreement and in any document executed in connection herewith, and the proceeds payable to Seller pursuant to this Agreement;
- (l) all leased and owned vehicles of any of the Sellers;
- (m) Property Leases for all Seller Stores other than the Transferred Stores (the “**Excluded Stores**”) and all personal property and fixtures located in the Excluded Stores or owned by the Sellers of the Excluded Stores;
- (n) all Contracts for Utility Services (as defined below) and other Contracts (except Assigned RTO Agreements) related to the Excluded Stores;
- (o) the Master Equity Lease Agreement between Enterprise and Buddy Mac Holdings, the Maintenance Agreement between Enterprise and Buddy Mac Holdings, and any other Contracts with Enterprise; and
- (p) any other assets of the Sellers that are not Purchased Assets.

Section 1.03 Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, Buyer shall assume and agree to pay, perform and discharge only the following Liabilities and obligations of Sellers (collectively, the “**Assumed Liabilities**”):

- (a) all trade accounts payable and other accrued monetary obligations of Sellers to third parties incurred in connection with the Business and outstanding as of the Closing Date (other than any accounts payable or obligations constituting professional fees or administrative expenses of the Bankruptcy Case, and excluding any employment-related obligations, severance, retention, change-in-control or similar compensation or benefits), but only to the extent that such Liabilities arise and are to be performed on or after the Closing Date; and
- (b) all liabilities and obligations of Sellers under Assigned Property Leases and Assigned Contracts (hereinafter, collectively, “**Assigned Contracts and Leases**”), but only to the extent that such Liabilities arise and are to be performed on or after the Closing Date and do not arise from or relate to any breach, default or failure to perform by Sellers under such Assigned Contracts and Leases on or prior to the Closing Date.

Section 1.04 Excluded Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, and shall not be deemed to have assumed or be liable for, any Liabilities of Sellers or their Affiliates of any kind or nature, whether presently in existence or arising hereafter (collectively, the “**Excluded Liabilities**”), all of which shall remain the sole responsibility of each Seller and/or its bankruptcy estate. Without limiting the generality of the foregoing, the Excluded Liabilities include:

- (a) any Taxes arising from or related to the operation of the Business or ownership of the Purchased Assets through the Closing Date;
- (b) any indebtedness for borrowed money or guaranty obligations of Sellers;

- (c) any Liabilities with respect to any Excluded Assets;
- (d) any Liabilities to equity holders, officers, directors, managers or members of any Seller or Affiliates of the Sellers;
- (e) any liabilities related to the WARN Act, in each case to the extent applicable, for any action resulting from employees' separation of employment prior to or on the Closing;
- (f) any Liabilities arising out of claims, litigation or causes of action against Sellers (whether such actions are commenced before or after Closing) relating to facts, events or circumstances occurring on or prior to the Closing Date (except to the extent such claim is an Assumed Liability under Section 1.03);
- (g) any Liabilities arising under or relating to any employment, consulting, retention, severance, change-in-control, benefit or similar arrangements or policies of Sellers (including any collective bargaining obligations), whether arising before, on or after the Closing Date; and
- (h) all amounts required to cure any defaults under the Sellers' Assigned Contracts and Leases to effectuate the assumption and assignment of Assigned Contracts and Leases to Buyer pursuant to section 365 of the Bankruptcy Code and the terms of the Sale Order ("**Cure Costs**").

ARTICLE II

PURCHASE PRICE; PRORATIONS

Section 2.01 Purchase Price. The aggregate purchase price for the Purchased Assets shall be **One Million One Hundred Twenty Six Thousand Four Hundred Eighty and 00/100 (\$1,126,480.00)** (the "**Purchase Price**"), as may be adjusted pursuant to this Section 2.01 and as elsewhere set forth in this Agreement, plus the assumption of the Assumed Liabilities. The Purchase Price was derived on the basis that each Store generates the Ideal Monthly Rental amount shown on Schedule 2.01 as of February 7, 2026, multiplied by the corresponding multiplier for each Store as shown on Schedule 2.01. The Parties agree that if the actual Ideal Monthly Rental for any Store for the thirty- (30) day period immediately prior to the Closing Date (the "**Adjusted Monthly Rental**") falls below ninety-eight percent (98%) of such Store's Ideal Monthly Rental as shown on Schedule 2.01, then the Purchase Price shall be adjusted downward on the following basis: the Adjusted Monthly Rental for each Store that fell below such 98%-threshold shall be multiplied by the multiplier for such Store as shown on Schedule 2.01 and the Purchase Price shall be recalculated accordingly to reflect the adjusted purchase price for each store.

Section 2.02 Payment of Purchase Price. Buyer has deposited into escrow (as described below) the amount of \$505,588.00 (the "**Deposit**") in the form of a wire transfer payable to the Escrow Agent (as defined in the Order (I) Authorizing and Approving (A) Bidding Procedures and (B) Form and Manner of Notice of Bidding Procedures, Auction, and Sale Hearing; (II) Scheduling an Auction and Sale Hearing; and (III) Granting Related Relief [Docket No. 229] (the "**Bid Procedures Order**")). Seller acknowledges that the Deposit has been received by the Escrow Agent, and that the Deposit was made for purposes of an alternative offer from the Buyer

where the Purchase Price was larger. Only \$112,648 of the Deposit shall be subject to forfeiture by the Buyer for failure to close, pursuant to the terms of the Sale Order. The Deposit will be held by the Escrow Agent pursuant to the Bid Procedures Order, or further order of the Bankruptcy Court. At Closing, (a) the Escrow Agent shall pay the Deposit, and (b) the Buyer shall pay the balance of Purchase Price, less the Deposit, less the Cure Costs, in cash by wire transfer of immediately available funds to Phonix RBS, LLC, a Delaware limited liability company (“**Phonix**”), *provided, however*, that an amount equal to twenty percent (20%) of the cash Purchase Price payable to Sellers at Closing, less the amount of the Cure Costs (the “**Hold Back**”) shall be held back from the Closing distribution to Phonix by Buyer to cover post-Closing prorations and adjustments and corrections as delineated in this Agreement, and upon expiration of thirty (30) days from Closing Date (the “**Expiration of the Hold Back Period**”) any balance remaining in the Hold Back shall be paid by Buyer to Phonix; *provided further* that payment of any Hold Back amount to Phonix does not relieve Sellers of fulfilling any covenants under this Agreement. All payments to Phonix under this Agreement shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the Phonix prior to the applicable payment date.

Section 2.03 Allocation of Purchase Price. The Purchase Price (and the Assumed Liabilities to the extent properly taken into account) shall be allocated among the Purchased Assets for all purposes, including federal and state Tax purposes, in accordance with the allocation schedule set forth on Annex 1 (the “**Allocation Schedule**”). The Allocation Schedule shall be prepared in a manner consistent with Section 1060 of the Internal Revenue Code of 1986, as amended. Buyer and Sellers each covenant and agree to file all Tax Returns (including IRS Form 8594) and any other informational statements required by any Tax authority, in a manner consistent with the Allocation Schedule.

Section 2.04 Adjustments to Purchase Price; Prorations. At Closing, Buyer and Sellers agree that those items listed below in this Section (collectively, “**Prorated Payables**”), to the extent they relate to the Purchased Assets or Assumed Liabilities, will be prorated in a reasonable manner and without duplication as set forth on the Closing Statement, with Sellers liable to the extent such items relate to periods on or before the Closing Date and Buyer liable to the extent such items relate to periods after the Closing Date (measured by calendar days as to both Seller and Buyer). Prorated Payables for which Sellers are liable shall be treated as a deduction to the Purchase Price, and Prorated Payables for which Buyer is liable shall be treated as an addition to the Purchase Price. Prorated Payables pursuant to this Section are as follows:

- (a) rent and other amounts owed under the Assigned Property Leases (for the avoidance of doubt, any monthly rent paid in advance by Sellers, up to one month of advance rent per property, relating to periods after the Closing Date shall constitute Prorated Payables);
- (b) amounts owed under Assigned Contracts;
- (c) charges for internet, telecommunications (including for phone and facsimile numbers), electricity, water and sewer, and other utilities and similar charges (collectively, “**Utility Services**”) relating to any Assigned Property Lease and the premises covered thereby; and

(d) any Taxes imposed on the tangible or intangible property comprising the Purchased Assets.

Any and all Cure Costs attributable to any of the Assigned Contracts and Leases shall be the sole responsibility of Sellers, but paid by Buyer to the counterparties directly at or immediately after Closing.

Section 2.05 Unspecified Liabilities. Buyer and Sellers agree that any Liabilities not specifically identified in this Agreement as an Assumed Liability shall be considered and treated as an Excluded Liability under this Agreement.

Section 2.06 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all Taxes that Buyer is required to deduct and withhold under any provision of applicable tax law. Any such withheld amounts shall be treated as delivered to Sellers for all purposes of this Agreement.

Section 2.07 Third-Party Consents and Further Assurances. To the extent that any Seller's rights under any Purchased Asset (including any Assigned Contract) may not be sold, assigned or transferred without the consent of another Person which has not been obtained prior to the Closing, or if such assignment would be ineffective or would materially impair Buyer's rights under the asset in question so that Buyer would not acquire the full benefit of such asset, then, unless waived by Buyer, (a) this Agreement and the related instruments of transfer shall not constitute an assignment or transfer of such Purchased Asset until such consent is obtained or the impairment remedied (and the amount of the Purchase Price allocated to such Store shall be held back until such consent is obtained), and (b) such Seller, at its expense, shall use its best efforts to obtain any such required consent as soon as practicable after the Closing (and such Seller shall cooperate with Buyer, at Buyer's expense, in any reasonable arrangement to provide that Buyer shall receive the benefits under such asset). Nothing in this Section shall affect Buyer's rights under this Agreement or relieve Sellers of their obligations to transfer the Purchased Assets to Buyer as provided herein.

ARTICLE III **CLOSING**

Section 3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Kane Russell Coleman Logan PC in Dallas, Texas, or remotely by exchange of electronic documents and signatures, on a date that is no later than **five (5) Business Days** after the satisfaction or waiver of all of the conditions set forth in Article VI (other than conditions which by their nature are to be satisfied at the Closing), or on such other date or at such other time as Sellers and Buyer may mutually agree in writing but not later than February 25, 2026 (the "**Outside Closing Date**").

Section 3.02 Closing Date. The date on which the Closing actually occurs is referred to herein as the "**Closing Date.**" For accounting, tax and finance purposes, the effective time of Closing shall be deemed to be the close of business on the Closing Date.

Section 3.03 Disclosure Schedules. Buyer and Sellers shall use diligent efforts to conclude due diligence and negotiations regarding Disclosure Schedules (if any) and the forms of Closing documents.

Section 3.04 Sellers Closing Deliverables. At the Closing, Sellers shall deliver to Buyer the following:

(a) a duly executed bill of sale in a form acceptable to Sellers and Buyer (the “**Bill of Sale**”) transferring to Buyer all the tangible personal property included in the Purchased Assets;

(b) duly executed assignment and assumption agreements in forms acceptable to Sellers and Buyer for the Assigned Property Leases, the Assigned RTO Agreements, the Assigned Contracts and the Assumed Liabilities (the “**Assignment and Assumption Agreements**,” and together with the Bill of Sale and any other agreements, certificates and other instruments delivered, given or contemplated pursuant to this Agreement, the “**Transaction Documents**”), effecting the assignment to Buyer of the Purchased Assets and the assumption by Buyer of the Assumed Liabilities; and

(c) such other customary instruments of transfer, assignment or assumption, filings, or documents (reasonably satisfactory in form and substance to Buyer) as may be required to give effect to this Agreement and the transactions contemplated hereby, including without limitation a Consent and Authorization of Data Transfer form, Release of Data form, or any similar form requested by Sellers’ POS provider in order to transfer customer data to Buyer’s POS system.

Section 3.05 Buyer Closing Deliverables. At the Closing, Buyer shall deliver to Sellers the following:

(a) the Purchase Price (net of the Hold Back, Deposit, Cure Costs and other adjustments, if any, pursuant to the terms of this Agreement) in cash by wire transfer of immediately available funds to the account(s) and in the allocations designated by Sellers;

(b) duly executed counterparts to the Bill of Sale, the Assumption and Assignment Agreement, and any other Transaction Documents;

(c) a certificate of Buyer’s manager certifying as to Buyer’s certificate of formation and limited liability company agreement, and to the due adoption of resolutions authorizing the execution of this Agreement and any document executed in connection herewith and the taking of any and all actions deemed necessary or advisable to consummate the transactions contemplated herein and therein; and

(d) a certificate of good standing evidencing that Buyer is existing and in good standing under the laws of the jurisdiction of its formation; and

(e) such other customary instruments of transfer, assignment or assumption, filings, or documents (reasonably satisfactory in form and substance to Sellers) as may be required to give effect to this Agreement and the transactions contemplated hereby.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.01 Sellers' Representations and Warranties. Each Seller represents and warrants to Buyer that the statements contained in this Section are true and correct as of the date hereof and as of the Closing Date (or, in the case of any representation or warranty expressly made as of a specified date, as of such specified date), except as set forth in the disclosure schedules delivered by Sellers to Buyer prior to the Closing (the “**Disclosure Schedules**”), if any (it being understood that disclosure of any item in any section or subsection of the Disclosure Schedules shall be deemed disclosed with respect to any other section or subsection of this Agreement to which the relevance of such item is reasonably apparent on its face):

(a) Organization and Authority of each Seller. Each Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas. Subject to any necessary authorization from the Bankruptcy Court and entry of the Sale Order, each Seller has full company power and authority to enter into this Agreement and the other Transaction Documents to which such Seller is a party, to carry out its respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby. The execution and delivery by Sellers of this Agreement and the Transaction Documents, and the performance by Sellers of their respective obligations hereunder and thereunder, have been duly authorized by all requisite company (and, if required, stockholder or other) action on the part of each Seller. This Agreement has been duly executed and delivered by Sellers and (assuming due authorization, execution and delivery by Buyer and subject to Bankruptcy Court approval) constitutes the legal, valid and binding obligation of Sellers, enforceable against each Seller in accordance with its terms.

(b) No Conflicts or Consents. The execution, delivery and performance by each Seller of this Agreement and the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, do not and will not violate or conflict with any provision of the certificate of formation, company agreement, or other governing documents of any Seller.

(c) Assigned Contracts and Leases; Assigned RTO Agreements. Schedules 1.01(a)-(b) set forth a correct and complete list of all Assigned Contracts and Leases. Sellers have not rejected (under section 365 of the Bankruptcy Code) any executory contract or unexpired lease that would have been a Purchased Asset, and Sellers have not received any written notice of any plan or intention of any counterparty to any Assigned Contract or Lease to cancel, terminate or materially modify such Assigned Contract. Schedule 1.01(c) sets forth a correct and complete list of all Assigned RTO Agreements.

(d) Title to Purchased Assets. Pursuant to the Sale Order and section 363(f) of the Bankruptcy Code, Sellers will convey to Buyer at the Closing, good and marketable title to, or in the case of leased or licensed assets, a leasehold or license interest in, all the Purchased Assets comprising the Purchased Assets, free and clear of any liens, security interests, claims or encumbrances of any kind.

(e) Employment Matters. There are no employment, consulting, severance or indemnification contracts between any of Sellers and any of their respective employees for which Buyer will have any obligation or liability after the Closing;

(f) Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from any Seller in connection with the transactions contemplated by this Agreement. Any such fees or commissions shall be the sole responsibility of Sellers (as an expense of their bankruptcy estates), and no claim for any such fee shall be asserted against Buyer or the Purchased Assets;

(g) Intellectual Property. The intellectual property identified on Schedule 1.01(i) is sufficient to transition to the Buyer and operate the Business conducted at the Stores;

(h) Software and Proprietary Rights. The software and proprietary rights identified on Schedule 1.01(j) are sufficient to transition to the Buyer and operate the Business conducted at the Stores; and

(i) No Other Representations; "As-Is, Where-Is" Sale. Except as otherwise expressly stated in this Agreement, none of the Sellers nor any other Person is making any representation or warranty of any kind, express or implied, at law or in equity, in respect of any Seller, the Business or any of the Purchased Assets, including with respect to merchantability or fitness for any particular purpose, or as to the future revenue, profitability or success of the Business, or any representation or warranty arising from statute or otherwise in law. Buyer hereby acknowledges and agrees that the Purchased Assets are being transferred to Buyer on a strictly "AS IS, WHERE IS" basis and "WITH ALL FAULTS." Buyer has had the opportunity to conduct, and has conducted to its satisfaction, its own independent investigation and review of the Business, the Purchased Assets and Assumed Liabilities, and in making the determination to proceed with the transactions contemplated by this Agreement, Buyer has relied solely on the express representations and warranties of Sellers set forth in this Agreement (as qualified by the Disclosure Schedules) and upon its own examination and investigation.

Section 4.02 Buyer's Representations and Warranties. Buyer represents and warrants to Sellers that the following statements contained in this Section are true and correct as of the date hereof (and to the extent of an assignment of rights and obligations under this Agreement by Buyer to an assignee, these representations and warranties shall be applicable to such assignee):

(a) Organization and Authority of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois. Buyer has full organizational power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document, and the performance by Buyer of its obligations hereunder and thereunder, have been duly authorized by all requisite action on the part of Buyer and its general partner. This Agreement has been duly executed and delivered by Buyer and (assuming due

authorization, execution and delivery by Sellers and entry of the Sale Order) constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(b) No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with the organizational documents of Buyer; (b) violate or conflict with any law applicable to Buyer; or (c) require any consent or notice under, conflict with, or result in a violation or breach of, or constitute a default under, any material contract or other instrument binding upon Buyer. Except for the Sale Order and such other orders of the Bankruptcy Court as may be necessary, no consent, approval, authorization or order of, or filing with, any governmental authority is required by Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents or the consummation of the transactions contemplated hereby or thereby.

(c) Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from Buyer in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

(d) Legal Proceedings. There are no actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or materially delay the transactions contemplated by this Agreement.

(e) Sufficient Funds. Buyer has, and on the Closing Date will have, sufficient cash on hand, available lines of credit or other sources of immediately available funds to enable Buyer to pay the Purchase Price (and any adjustments thereto) and to consummate all transactions contemplated by this Agreement and the other Transaction Documents. Buyer acknowledges that its obligations under this Agreement are not in any way contingent upon or otherwise subject to Buyer's ability to obtain any financing.

(f) Customer Information. Buyer, in the course of conducting its own rent-to-own Business operations, maintains and enforces written policies and procedures to protect the personally identifiable information of its customers.

ARTICLE V COVENANTS

Section 5.01 Access and Information.

(a) Beginning on February 19, 2026 and continuing until the earlier of Closing or termination of this Agreement in accordance with the terms hereof, Sellers shall (a) provide Buyer and its representatives full access to the Business and the Purchased Assets, and information reasonably requested by Buyer pertaining to the Business, the Purchased Assets, and the Assumed Liabilities, including such information Buyer believes reasonably necessary to determine whether or not there will be a Purchase Price adjustment under Section 2.01, and access to the POS system for purposes of determining what will be

necessary to transition customer data post-Closing; and (b) use commercially reasonable efforts to cause its employees and representatives to cooperate with and aid Buyer and its representatives in its investigation of the Business. Any request or investigation under this Section 5.01(a) shall be made or conducted on a reasonable basis by Buyer providing reasonable notice to Sellers and shall be conducted during normal business hours in such a manner as not to interfere unreasonably with the conduct of the Business. Buyer acknowledges and agrees that Sellers shall be entitled to restrict any such access to or restrict information of Sellers (x) as determined, in its reasonable discretion, to be appropriate to ensure compliance with any law, (y) that in the reasonable judgment of Company would result in the disclosure of any trade secrets or any violation of any of the Sellers obligations with respect to confidentiality and/or (z) to preserve any applicable attorney client privilege, attorney work product or other legal privilege.

(b) Until the earlier of Closing or termination of this Agreement in accordance with the terms hereof, Buyer hereby agrees it shall not contact, and it shall cause its Affiliates or representatives to not contact, any employee, licensor, licensee, competitor, supplier, distributor, franchisee, or customer of Sellers with respect to the Purchased Assets, the Business, this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby, without the prior written consent of Sellers.

(c) Sellers may require Buyer or its representatives to execute a Confidentiality and Nondisclosure Agreement in a form reasonably acceptable to Sellers (“**NDA**”) as a condition to providing any access or information to Buyer under this Section.

Section 5.02 Employees. Prior to Closing: (a) Buyer shall provide Sellers in writing a list of Sellers’ employees to whom Buyer intends to offer employment, on an “at will” basis following the Closing Date (the “**Named Employees**”); and (b) Sellers will take all commercially reasonable steps to coordinate with Buyer to present the offers of employment from Buyer to the Named Employees. Named Employees who accept such offers of employment are referred to herein as “**Transferred Employees.**” Except as otherwise expressly provided herein, Buyer is not obligated to offer employment to any of Sellers’ employees and Sellers shall not have any obligation to offer or reserve any Named Employees for Buyer’s hiring thereof. The provisions of this Agreement are for the benefit of Buyer and Sellers only (and, solely as to Sections 2.02 and 9.09, Phonix), and no employees of Sellers or any other Person shall have any rights hereunder.

Section 5.03 Obligation to Consummate the Transaction. Each Party agrees to use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to the extent permissible under applicable law, to consummate and make effective the transactions contemplated by this Agreement and to ensure that the conditions set forth in Article V are satisfied.

Section 5.04 Bankruptcy Court Approval. The Sellers’ sale and assignment of the Purchased Assets to the Buyer as contemplated in this Agreement is subject to Bankruptcy Court approval in all respects and is conditioned upon the Bankruptcy Court’s entry of an order approving this Agreement and authorizing the Sellers to consummate the sale pursuant to section 363(b) of the Bankruptcy Code, free and clear of all Liens, claims and interests under section 363(f) of the Bankruptcy Code, and authorizing Sellers to assume and assign the Assigned

Contracts and Leases to Buyer pursuant to section 365 of the Bankruptcy Code (such order, the “**Sale Order**”) in form and substance acceptable to both the Buyer and Sellers. Sellers shall give Buyer reasonable opportunity to review and comment upon all motions, proposed orders, notices and other pleadings or documents that Sellers propose to file with the Bankruptcy Court in connection with the sale, and Sellers shall provide notice to Buyer of all pleadings, orders, and other documents filed with or entered by the Bankruptcy Court related to the sale. All terms and provisions of this Agreement are subject to the terms of the Sale Order, and in the event of a conflict between the terms of this Agreement and the terms of the Sale Order, the terms of the Sale Order shall control.

Section 5.05 Assigned Contracts and Leases. Sellers shall use commercially reasonable efforts to comply with all requirements of the Bankruptcy Code in connection with the assumption and assignment of the Sellers’ Assigned Contracts and Leases contemplated under this Agreement. Buyer shall provide adequate assurance of its future performance under the Sellers’ Assigned Contracts and Leases as required under the Bankruptcy Code or by order of the Bankruptcy Court, including by furnishing information or executing affidavits or declarations reasonably requested by the Sellers to be filed with the Bankruptcy Court. Buyer shall have the right, upon written notice to Sellers at any time prior to the Closing, (i) to remove a Contract or Property Lease from the Schedules of Assigned Contracts and Leases attached hereto (in which case such Contract or Property Lease shall be deemed an Excluded Asset and an Excluded Liability), or (ii) to add any Contract or Property Lease of Sellers as an Assigned Contract or Lease, provided that Buyer shall comply with all other provisions of this Agreement with respect to such Contract or Property Lease, and, in the event any such additional Contract or Property Lease is subject to any Cure Costs, Buyer and Sellers shall negotiate in good faith to determine which Party shall be obligated to pay said Cure Costs, and if the Parties are unable to agree upon which Party is responsible for such Cure Costs, then Buyer, in its discretion, may withdraw its addition of any such Contracts or Property Leases as an Assigned Contract or Lease.

Section 5.06 Operation of Business Prior to Closing. Between the date hereof and the Closing, subject to the terms of all past and future Orders of the Bankruptcy Court, and only to the extent authorized under the Bankruptcy Code and such Bankruptcy Court Orders, Sellers and Buyer hereby covenant and agree, as the case may be as follows:

- (a) Sellers shall not sell, lease, transfer, convey, assign or dispose of in any manner whatsoever, any of the Purchased Assets except in the ordinary course of the Business consistent with past practices;
- (b) Sellers shall make Idle Inventory available for lease, consistent with the past practices of the Business, and shall not otherwise sell, transfer, convey, assign or dispose of Idle Inventory in a manner that would contravene this Agreement or diminish the value of the Purchased Assets to be transferred to Buyer on the Closing Date;
- (c) Sellers agree to maintain and preserve the Purchased Assets prior to the Closing in their present state and condition in all material respects, subject only to use in the ordinary course of business and ordinary wear and tear;

(d) Sellers agree to maintain the Books and Records in a complete and accurate manner on a basis consistent with past bookkeeping and accounting practices of Seller;

(e) Sellers agree to pay all Taxes, of any kind and nature incurred or arising prior to Closing, as and when due, or as soon thereafter as is practicable, which may in any way affect or relate to the Purchased Assets, provided, however, Seller shall be obligated to pay such Taxes only to the extent authorized under the Bankruptcy Code;

(f) Sellers agree to operate the Business in the ordinary course between the date hereof and Closing consistent with past practices;

(g) Sellers shall cooperate with Buyer in good faith to coordinate and facilitate the implementation and transfer of any of the Purchased Assets and corresponding data onto Buyer's and its vendor's computer system as of the Closing Date. Seller's good faith cooperation includes, but is not limited to, the execution and delivery of a release, simultaneously with the execution and delivery of this Agreement, in favor of Buyer's vendor to the extent necessary to facilitate the data transfer of the Purchased Assets.

(h) Each Party agrees not to knowingly take, or fail to take, any action which by reason of taking or such failure to take would make any representations or warranties of each party herein materially untrue, inaccurate or otherwise misleading; and

(i) Each Party agrees to take all corporate and limited liability company (as applicable) and other action reasonably necessary to consummate and carry out the transactions contemplated herein.

Section 5.07 Further Assurances.

(a) Following the Closing, each Party shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions, as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

(b) After the Closing, Sellers shall not deposit any checks made payable to Sellers on account of any of the Purchased Assets and shall hold any such checks in trust for Buyer until such time as Sellers deliver such checks to Buyer, which delivery shall occur no later than two (2) business days following Sellers' receipt thereof in each such instance. Furthermore, after the Closing Date, any payments received by Sellers via direct deposit, wire transfer or other form of electronic payment on account of any of the Purchased Assets shall be held by Sellers in trust for Buyer until such time as Sellers transfers such payments to Buyer, which transfer shall occur no later than two (2) business days following Sellers' receipt thereof in each instance.

(c) From and after the Closing, Sellers hereby constitute and appoint Buyer the true and lawful attorney and attorneys of Sellers, with full power of substitution, in the name of Buyer or in the name and stead of Sellers, but on behalf of, for the benefit and at the expense of Buyer, solely for the purpose of endorsing and/or otherwise negotiating any

checks or other instruments representing payments on Sellers' accounts receivables constituting Purchased Assets which may be made payable to Sellers. Sellers acknowledge that the foregoing powers are coupled with an interest and shall be irrevocable by it or upon its subsequent dissolution or in any manner or for any reason; and

(d) From and after the Closing until the Expiration of the Hold Back Period, Sellers agree to use reasonable efforts to forward to Buyer all emails received in connection with the Purchased Assets.

Section 5.08 Privacy Policy. After Closing, Buyer will recognize and comply with the privacy policy of Sellers set forth in the Assigned RTO Agreements. Buyer will use its privacy policy in RTO Agreements entered into after the Closing.

Section 5.09 Taxes. After Closing, to the extent not otherwise paid or accounted for under this Agreement, Sellers shall pay any Taxes owing to any governmental authorities that arise from or relate to the operation of the Business or ownership of the Purchased Assets through the Closing Date.

ARTICLE VI **CONDITIONS TO CLOSING**

Section 6.01 Conditions Precedent to Obligations of All Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement and Closing shall be subject to the fulfillment (or waiver by the applicable party in writing) of all the following conditions as of the Closing Date:

(a) The Bankruptcy Court shall have entered the Sale Order and all other orders necessary to approve and authorize each Seller's performance of this Agreement and the consummation of the transactions contemplated hereby. No order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date.

(b) No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the sale or the other transactions contemplated by this Agreement shall be in effect. No law shall have been enacted or become effective that makes the consummation of the transactions illegal or otherwise prohibited.

Section 6.02 Conditions Precedent to Obligations of Buyer. The obligations of the Buyer to consummate the transactions contemplated by this Agreement and Closing shall be subject to the satisfaction or waiver by Buyer (to the extent permissible under applicable law), at or prior to Closing, of each of the following additional conditions:

(a) The representations and warranties of Sellers contained in Article IV shall be true and correct on and as of the Closing Date with the same force and effect as if made on the Closing Date (except to the extent that any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty need only be true and correct as of such earlier date).

(b) Sellers shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Sellers on or prior to the Closing Date.

(c) Sellers shall have delivered (or be ready, willing and able to deliver at Closing) all documents and other items required to be delivered by Sellers under Section 3.04.

(d) The Bankruptcy Court shall have entered the Sale Order: (i) approving the sale, transfer and assignment of the Purchased Assets to Buyer free and clear of any and all liens, security interests, claims and encumbrances of any kind, including but not limited to all: (A) successor liability obligations under applicable law (subject to the willingness of the Bankruptcy Court to exculpate the Buyer from such liability); and (B) claims for Taxes assessed by, or owing to, any governmental entity as of the Closing Date, but expressly subject to Assumed Liabilities; and (ii) the Sale Order shall include a finding that Buyer is a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code.

(e) There shall have been no material and adverse change, individually or in the aggregate, in the Purchased Assets or the Business relating thereto from the date hereof until the Closing except as disclosed, and reasonably acceptable, to Buyer.

Buyer may waive any conditions specified in this Section, in whole or in part, in writing.

Section 6.03 Conditions Precedent to Obligations of Sellers. The obligations of Sellers to consummate the Sale and Closing shall be subject to the satisfaction or waiver by Sellers (to the extent permissible under applicable law), at or prior to Closing, of each of the following additional conditions:

(a) The representations and warranties of Buyer contained in Article IV shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of an earlier date, in which case such representation or warranty need only be true and correct as of such earlier date).

(b) Buyer shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

(c) Buyer shall have delivered (or be ready, willing and able to deliver at Closing) the Purchase Price (net of the Hold Back, Deposit, Cure Costs and other adjustments, if any, pursuant to the terms of this Agreement) and all documents and other items required to be delivered by Buyer under Section 3.05.

Sellers may waive any conditions specified in this Section, in whole or in part, in writing.

ARTICLE VII **INDEMNIFICATION**

Section 7.01 Survival. The representations or warranties of Sellers and Buyer contained in this Agreement or in any certificate or other instrument delivered pursuant to this Agreement shall survive the Closing until the Expiration of the Hold Back Period (provided that Buyer has remitted all Hold Back amounts owed to Phonix in accordance with the terms of this Agreement on or before such date, otherwise Buyer shall remain liable for remission of such Hold Back amounts to Phonix), and, thereafter, no party shall have any liability to the other for any breach of any representation or warranty, except in the case of fraud. All covenants and agreements of the Parties contained herein that by their terms contemplate performance prior to or at the Closing shall likewise terminate at the Closing; *provided, however*, that all ***covenants and agreements that expressly contemplate performance by a Party after Closing (including Section 5.01 (Confidentiality), Section 5.06 (Further Assurances), Buyer's obligations with respect to Assigned Contracts and Leases and Assumed Liabilities, and any payment or reimbursement obligations of Buyer or Sellers to be performed after Closing)*** shall survive the Closing in accordance with their terms. Notwithstanding the foregoing, nothing in this Section 7.01 shall limit any party's rights or remedies for fraud or willful misconduct by the other party.

Section 7.02 No Indemnification by Sellers. Effective as of the Closing, and except as expressly provided in this Agreement, Sellers shall have no obligation to indemnify, defend or hold harmless Buyer or any other Person for any breach of this Agreement or for any losses or liabilities arising out of or relating to the Business or the Purchased Assets. Buyer, on behalf of itself and its Affiliates, hereby waives and releases any claims or causes of action against any Seller or its respective estate arising under this Agreement or related to the transactions contemplated hereby, except for claims to enforce the terms of this Agreement or for fraud.

Section 7.03 Indemnification by Buyer. Subject to the other terms and conditions of this Article VII, from and after the Closing, Buyer shall indemnify and defend Sellers and their Affiliates and representatives (each, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") against, and shall hold each of them harmless from and against, any and all losses, damages, liabilities, costs or expenses (including reasonable attorneys' fees) (collectively, "**Losses**") incurred or sustained by, or imposed upon, any Indemnified Party based upon, arising out of or with respect to: (a) any inaccuracy in or breach of any representation or warranty of Buyer contained in this Agreement or in any certificate or document delivered by Buyer pursuant hereto, as of the date such representation or warranty was made or as of the Closing Date (except for representations and warranties made as of a specified date, which need only be true as of such date); (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or any other Transaction Document; or (c) any Assumed Liability or the ownership or operation of the Purchased Assets or the Business acquired by Buyer after the Closing (other than Losses for which Sellers are expressly responsible under the terms of this Agreement).

Section 7.04 Indemnification Procedures. If a claim for indemnification arises under Section 7.03, the Indemnified Party shall promptly provide written notice of such claim to Buyer. The failure to give such prompt notice shall not, however, relieve the Buyer of its indemnification obligations, except to the extent (if any) that the Buyer shall have been materially prejudiced by

such failure. In connection with any claim in which Buyer is required to Indemnify the Indemnified Parties under Section 7.03 giving rise to indemnity hereunder resulting from or arising out of any action by a Person that is not a party to this Agreement (a “**Third-Party Claim**”), the Buyer may, upon written notice to the Indemnified Party, assume the defense of any such Third-Party Claim. If the Buyer assumes the defense of any such Third-Party Claim, it shall conduct the defense of the Third-Party Claim actively and diligently at its own expense and the Indemnified Party shall cooperate with the Buyer in such defense. The Indemnified Party shall have the right to employ separate counsel in any such Third-Party Claim and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (i) the Buyer has failed to assume or diligently conduct the defense and employ counsel in a timely manner, in which case the Indemnified Party may assume the defense and be reimbursed for its reasonable attorneys’ fees and expenses, or (ii) in the reasonable opinion of counsel to the Indemnified Party, a conflict exists between the interests of the Indemnified Party and the Buyer that would make such separate representation advisable (in which case, the Buyer shall not have the right to assume the defense of such Third-Party Claim on behalf of the Indemnified Party). If the Buyer assumes the defense of a Third-Party Claim, no compromise or settlement of such claims may be effected by the Buyer without the Indemnified Party’s consent unless (x) there is no finding or admission of any violation of law or any violation of the rights of any Person and no effect on any other claims that may be made against the Indemnified Party, (y) the sole relief provided is monetary damages that are paid in full by the Buyer, and (z) the compromise or settlement includes an unconditional release of the Indemnified Party from all liability arising out of such claim. If the Buyer does not assume the defense of a Third-Party Claim for which it has an indemnification obligation, the Indemnified Party may continue to defend the claim in such manner as it may deem appropriate, and the Buyer shall remain responsible for all Losses the Indemnified Party may incur as a result of such Third-Party Claim to the extent subject to indemnification under this Article VII. The Indemnified Party shall not settle or compromise any such Third-Party Claim without prior written consent of the Buyer, which consent shall not be unreasonably withheld or delayed.

ARTICLE VIII TERMINATION

Section 8.01 Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

- (a) by mutual written consent of Sellers and Buyer;
- (b) by either Buyer or Sellers, upon written notice to the other, if the Closing has not occurred by the Outside Closing Date; provided that the right to terminate this Agreement under this Section 8.01(b) shall not be available to any Party whose breach of this Agreement (or failure to fulfill any obligation hereunder) has been the principal cause of, or principally resulted in, the failure of the Closing to occur by such date;
- (c) by either Buyer or Sellers, upon written notice to the other, if the Sellers’ Bankruptcy Case is dismissed or converted to chapter 7 of the Bankruptcy Code;

(d) by Buyer, upon written notice Sellers, if there has been a material violation or breach by Sellers of any covenant, representation or warranty under this Agreement, which violation or breach (i) would result in a failure of a condition to Buyer's performance set forth in Section 6.02, and (ii) is not cured by Sellers within five (5) Business Days after written notice thereof from Buyer (or by the Business Day immediately before the Outside Closing Date, if earlier);

(e) by Sellers, upon written notice to Buyer, if there has been a material violation or breach by Buyer of any covenant, representation or warranty contained in this Agreement, which violation or breach (i) would result in a failure of a condition to Sellers' performance set forth in Section 6.03, and (ii) is not cured by Buyer within five (5) Business Days after written notice thereof from Sellers (or by the Business Day immediately before the Outside Closing Date, if earlier);

(f) by Sellers, upon at least three (3) Business Days' written notice to Buyer, at any time prior to the entry of the Sale Order, if Sellers' governing body determines in good faith, based on the advice of its legal counsel, that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with its fiduciary duties under applicable law; or

(g) automatically, if Sellers consummate a Sale of the Purchased Assets with one or more parties other than Buyer (an "**Alternative Transaction**").

Section 8.02 No Break-Up Fee. Buyer agrees that it is not entitled to payment of any break-up fee or reimbursement of any expenses if Sellers consummate an Alternative Transaction, and Buyer shall not seek allowance or payment of any such fees or expenses in Sellers' Bankruptcy Case.

Section 8.03 Effect of Termination. If terminated pursuant to this Article VIII, this Agreement shall forthwith become void and of no further force or effect, without any liability or obligation on the part of any Party, and the transactions contemplated hereby shall be abandoned; *provided, however*, that (a) Section 5.01 (Confidentiality), Section 8.02 (Break-Up Fee) (to the extent applicable), this Section 8.03, and Article IX (Miscellaneous) shall survive such termination and remain in full force and effect, (b) any claim for Buyer's fraud or willful breach of this Agreement prior to termination shall survive, and (c) the termination of this Agreement shall not affect the rights and obligations of the Parties under any orders of the Bankruptcy Court. If this Agreement is terminated due to a willful and material breach by Buyer, then Sellers shall have the right to seek damages against Buyer (including reimbursement of its professional fees) up to the amount of the Break-Up Fee. If this Agreement is terminated under Section 8.01(c) due to a willful and material breach by Sellers, then Buyer shall have the right to pursue all rights and remedies available under the Bankruptcy Code or other applicable law.

Section 8.04 Buyer Specific Performance. If Buyer is not in default hereunder and Sellers fail to make the required deliveries at the Closing or materially default under this Agreement with no fault of Buyer, then Buyer shall have the right to pursue the remedy of specific performance of this Agreement in the Bankruptcy Court, in which case, if successful, Buyer shall be entitled to offset from the Purchase Price at Closing all of its reasonable costs and expenses

incurred in connection therewith (including, without limitation, reasonable attorneys' fees). For the avoidance of doubt, failure to Close on the Outside Closing Date is not a material default under this Agreement, provided, the failure to close does not result from a material violation or breach of any covenant, representation or warranty contained in this Agreement and which is not cured by Sellers within five (5) Business Days after written notice thereof from Buyer.

ARTICLE IX **MISCELLANEOUS**

Section 9.01 Definitions. Capitalized terms not previously defined in this Agreement are defined as follows:

(a) **"Affiliates,"** with respect to any Party, means all persons and entities that constitute affiliates of such Party within the meaning of section 101(2) of the Bankruptcy Code. For the avoidance of doubt, Buddy Mac Holdings, LLC and each of its direct and indirect subsidiaries, as well as each of the Debtors, are Affiliates of each Seller.

(b) **"Business Day"** means any day other than Saturday, Sunday or a day on which banking institutions in Dallas, Texas are permitted or obligated by law to remain closed.

(c) **"Closing Statement"** means the statement setting forth the terms by which the Parties agree to all adjustments made as of the Closing Date with respect to the Purchase Price.

(d) **"Contracts"** means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and all other agreements, commitments and legally binding arrangements, whether written or oral.

(e) **"Enterprise"** means Enterprise Fleet Management, Inc. and/or its Affiliates as lessors of vehicles that are leased by the Sellers.

(f) **"Final Order"** means an order or judgment of the Bankruptcy Court (i) that has not been reversed, stayed, modified, or amended, (ii) as to which the time to or the right to appeal or seek reconsideration, review, rehearing, or certiorari has expired or been waived (without regard to whether the time to seek relief from a judgment under Bankruptcy Rule 9024 has expired), and (iii) as to which no appeal or petition for reconsideration, review, rehearing, or certiorari is pending.

(g) **"Ideal Monthly Rental"** means, for each Store, the total projected monthly rental income from all active RTO Agreements at a given point in time, calculated as the sum of each active RTO Agreement's scheduled monthly rental amount.

(h) **"Intellectual Property"** means any patents, patent applications, trademarks, trade names, service marks, logos, Internet domain names, websites, social media accounts, software, technology, trade secrets, customer and client data, and other intellectual property rights.

(i) “**Liabilities**” means any and all liabilities, obligations or commitments of any nature whatsoever, whether accrued or unaccrued, known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, determined or determinable, due or to become due, whenever or however arising (including whether arising out of any contract or tort based on negligence, strict liability or otherwise).

(j) “**Person**” means any individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

(k) “**RTO Agreements**” means rent-to-own agreements pursuant to which items of furniture, electronics, appliances and other merchandise are rented to customers.

(l) “**Taxes**” means all taxes of any kind, and all charges, fees, customs, levies, duties, excises, premiums, imposts, required deposits or other assessments, including all federal, state, local or foreign net income, capital gains, gross income, gross receipt, real property, personal property, ad valorem, franchise, sales, use, excise, withholding, payroll, employment, social security, worker’s compensation, unemployment, occupation, capital stock, transfer, gains, windfall profits, net worth, asset, transaction and other taxes, and any interest, penalties, fines or additions to tax with respect thereto, imposed upon any Person by any governmental authority under applicable law.

(m) “**Tax Return**” means any return, declaration, report, election, notice, filing, claim for refund, information return or statement relating to Taxes, including any schedule or attachment thereto, filed or maintained, or required to be filed or maintained, in connection with the calculation, determination, assessment or collection of any Tax and includes any amended returns required as a result of examination adjustments made by the IRS or other taxing authority.

(n) “**WARN Act**” means the Federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. Section 2101, et. seq.

Section 9.02 Risk of Loss. Legal title to, and all risk of loss for, the Purchased Assets shall be transferred to Buyer effective upon the Closing. Until the Closing, all risk of loss shall be borne by Sellers.

Section 9.03 Expenses. Each Party shall bear its own costs and expenses (including professional fees) in connection with this Agreement and the transactions contemplated hereby. For the avoidance of doubt, fees and expenses of Sellers’ attorneys and other professionals are subject to all applicable provisions of the Bankruptcy Court and orders of the Bankruptcy Court.

Section 9.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed given: (a) when delivered personally by hand (with written confirmation of receipt); (b) when sent by email (provided no “bounce-back” or other undeliverable message is received by the sender, or if sent after normal business hours, on the next Business Day); (c) one (1) Business Day following the day sent by a nationally recognized overnight courier (with written confirmation of delivery); or (d) three (3) Business Days following the date mailed by certified or registered mail, return receipt requested,

postage prepaid. Such notices shall be sent to the Parties at the addresses set forth below (or at such other addresses specified by a Party in writing):

If to Sellers: Buddy Mac Holdings, LLC
400 East Centre Park Boulevard, Suite 101
DeSoto, TX 75115
Attn: Chip Guy (chipguy@buddymac.com)
Attn: Ian MacDonald (ian@macfameco.com)

with a copy to: Kane Russell Coleman Logan PC
901 Main St., Suite 5200
Dallas, TX 75202
Attn: John Kane (jkane@krcl.com)
Attn: Mark Taylor (mtaylor@krcl.com)
Attn: Kyle Woodard (kwoodard@krcl.com)

If to Buyer: S.K.C. Enterprises, Inc.
10929 Page Avenue
St. Louis, MO 63132
Attn: Trent Agin (tagin@shoprentone.com)

with a copy to: Berger, Cohen & Brandt, L.C.
8000 Maryland Avenue, Suite 1500
St. Louis, MO 63105
Attn: Guy Brandt (gbrandt@bcblawlc.com)

Section 9.05 Interpretation; Headings. For purposes of this Agreement, (a) whenever the context requires, the singular number includes the plural and vice versa, and (b) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” When reference is made in this Agreement to a Section, Article, Exhibit or Schedule, such reference shall be to a Section or Article of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. If 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 a party by virtue of authorship. Unless otherwise set forth in this Agreement, references in this Agreement to any document, instrument or agreement (including this Agreement) (i) includes and incorporates all exhibits, schedules, annexes and other attachments thereto, (ii) includes all documents, instruments or agreements issued or executed in replacement thereof, and (iii) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time.

Section 9.06 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction or the Bankruptcy Court to be invalid, illegal or unenforceable under any present or future law, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never constituted a part hereof, and (c) the remaining provisions of this Agreement shall remain in full force and

effect and not be affected by such invalid, illegal or unenforceable provision. Upon such determination, the parties shall negotiate in good faith to modify this Agreement to effect the parties' original intent as closely as possible.

Section 9.07 Entire Agreement. This Agreement (together with the attachments hereto) constitutes the sole and entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict or inconsistency between the terms of this Agreement and any order of the Bankruptcy Court (including the Sale Order), the terms of the Bankruptcy Court's order(s) shall control.

Section 9.08 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns (including any trustee or estate representative acting on behalf of Sellers or their bankruptcy estates).

Section 9.09 Amendment and Waiver. This Agreement may not be amended or modified except in writing signed by each of the Parties (and, with respect to any amendment affecting the provisions regarding (a) the Purchase Price or Hold Back, or the payment of the Purchase Price or Hold back, or (b) the Purchased Assets, Excluded Assets, Assumed Liabilities, or Excluded Liabilities, Phonix). Any waiver by a Party of any provisions of this Agreement shall be in writing, and no waiver shall operate as a waiver of or estoppel with respect to any failure, breach or default not expressly identified by such written waiver.

Section 9.10 Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement (and any action or controversy arising out of or relating to this Agreement or the transactions contemplated hereby) shall be governed by and construed in accordance with the internal laws of the State of Missouri, without giving effect to its principles of conflicts of law. The Parties agree that the Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement or the transactions contemplated hereby. Each party hereby irrevocably submits to the jurisdiction of the Bankruptcy Court (or, if the Bankruptcy Case is no longer pending, to any federal court sitting in the District of Missouri in which the Stores are located, or if such court lacks jurisdiction, any Missouri state court for the counties or districts in which the Stores are located) for the adjudication of any dispute or controversy arising out of or relating to this Agreement. The Parties hereby waive, to the fullest extent permitted by law, any objection or defense that they may now or hereafter have based on inconvenient forum or lack of personal jurisdiction. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY in respect of any action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 9.11 Counterparts. This Agreement may be executed in counterparts (including by facsimile or email transmission), each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (in PDF or similar format including via DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Pages Follow]

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

SELLERS:

Buddy Mac Holdings, LLC

By: Ian MacDonald
Name: Ian MacDonald
Title: Manager
Date: 2/19/2026

- Buddy Mac Twenty-One, LLC**
- Buddy Mac Twenty-Six, LLC**
- BMH-FAN 46, LLC,**
- BMH-FAN 48, LLC,**
- BMH-FAN 49, LLC,**
- BMH-FAN 50, LLC,**

By: BMH RTO, LLC, as the sole member of each entity

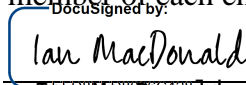
By: Buddy Mac Holdings, LLC, as its sole member

By: Ian MacDonald
Name: Ian MacDonald
Title: Manager
Date: 2/19/2026

[Signatures Continue on the Following Page]

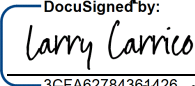
**BMH-NEW 58, LLC, and
BMH Prime 96, LLC**

By: Buddy Mac Holdings, LLC, as the
sole member of each entity

By: 
Name: Ian Macdonald
Title: Manager
Date: 2/19/2026

BUYER:

S.K.C. Enterprises, Inc. d/b/a Rent One

By: 
Name: Larry Carrico
Title: CEO
Date: 2/18/2026

Annex 1
Sellers, Stores, and Purchase Price Allocation

Seller	Store #	Store Address	Purchase Price Allocation	
Buddy Mac Twenty-One, LLC (Initial Debtor)	432	1803 North Harrison Street Shawnee, OK 74804		\$122,410
Buddy Mac Twenty-Six, LLC (Initial Debtor)	437	1366 South Muskogee Avenue Tahlequah, OK 74464		\$147,810
BMH-FAN 46, LLC (Initial Debtor)	605	500 Highway 463 North Trumann, AR 72472		\$150,160
BMH-FAN 48, LLC (Initial Debtor)	606	1600 North Falls Boulevard Wynne, AR 72396		\$147,890
BMH-FAN 49, LLC (Initial Debtor)	607	1025 Martin Luther King, Jr. Boulevard Malvern, AR 72104		\$109,470
BMH-FAN 50, LLC (Initial Debtor)	608	610 North Highway 67B N Walnut Ridge, AR 72476		\$312,800
BMH-NEW 58, LLC (Subsequent Debtor)	620	1001 NW Sheridan Road Lawton, OK 73505		\$70,480
BMH Prime 96, LLC (Subsequent Debtor)	644	103 North Carbon Marion, IL 62959		\$65,460

Total Purchase Price: \$1,126,480.00

Schedule 1.01(a)
Assigned Property Leases

Debtor Name	Case No.	Description	Store #	Effective Date	Termination Date	Counterparty
Buddy Mac Twenty-One, LLC	25-34841	Lease Agreement	432	10/01/19	09/30/29	Marynel Chabino
Buddy Mac Twenty-Six, LLC	25-34846	Lease Agreement	437	04/01/23	03/31/25	The Resource Group LLC
BMH-FAN 49, LLC	25-34869	Lease Agreement	607	10/19/21	04/30/32	Everhart Vail Properties LLC

Schedule 1.01(b)
Assigned Contracts

- To the extent allowed, all Contracts for Utility Services at Store #432, Store #437, and Store #607.

Schedule 1.01(c)
Assigned RTO Agreements

- All RTO Agreements identified in the attached List of Assigned RTO Agreements, which shall include all RTO Agreements applicable to the Sellers identified in Annex 1.

Schedule 1.01(i)
Intellectual Property

No intellectual property of the Sellers constitutes a Purchased Asset. However: (1) Buyer shall have the right to utilize necessary intellectual property without payment, including the name “MAC Sales and Leasing” and related trade and service marks to transition customers for a period of 90 days following the Closing Date and thereafter shall cease all use of such intellectual property; and (2) Buyer shall remove any and all signs and other materials containing any intellectual property of Sellers, including, without limitation, the name “MAC Sales and Leasing” and related trade and service marks and cease all use of such intellectual property within 90 days following the Closing Date.

Schedule 1.01(j)
Software and Proprietary Rights

No software and proprietary rights of the Sellers constitutes a Purchased Asset. However: (1) For a period of seven (7) days following the Closing Date, Buyer will have access to the POS system of Sellers, without payment, for purposes of transitioning customers and thereafter shall cease access to such POS system; and (2) For a period of thirty (30) days after the Closing Date, Buyer shall have the right to use Versa Rent software of Sellers solely to the extent necessary to transition customers and thereafter shall cease its use of such software.

Schedule 2.01
Purchase Price Methodology Based Upon Ideal Monthly Rental

Seller	Store #	Ideal Monthly Rental as February 7, 2026	Multiplier	Purchase Price/Store
Buddy Mac Twenty-One, LLC (Initial Debtor)	432	\$25,769	x4.75	\$122,410
Buddy Mac Twenty-Six, LLC (Initial Debtor)	437	\$31,118	x4.75	\$147,810
BMH-FAN 46, LLC (Initial Debtor)	605	\$21,451	x7.00	\$150,160
BMH-FAN 48, LLC (Initial Debtor)	606	\$21,126	x7.00	\$147,890
BMH-FAN 49, LLC (Initial Debtor)	607	\$23,045	x4.75	\$109,470
BMH-FAN 50, LLC (Initial Debtor)	608	\$44,685	x7.00	\$312,800
BMH-NEW 58, LLC (Subsequent Debtor)	620	\$14,096	x5.00	\$70,480
BMH Prime 96, LLC (Subsequent Debtor)	644	\$13,090	x5.00	\$65,460