



Order Filed on April 19, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)
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Proposed Counsel to Debtors

In re:

DAVID'S BRIDAL, LLC, *et al.*,

Debtors. ¹

Chapter 11

Case No. Case No. 23-13131 (CMG)

Judge: Christine M. Gravelle

(Jointly Administered)

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: David's Bridal, LLC (4563); DBI Midco, Inc. (7392); DBI Holdco II, Inc. (7512); DBI Investors, Inc. (3857); David's Bridal Canada, Inc. (N/A); and Blueprint Registry, LLC (2335). The location of debtor

Honorable Christine M. Gravelle
United States Bankruptcy Judge

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ORDER (A) APPROVING BIDDING PROCEDURES AND BID PROTECTIONS, (B) APPROVING THE FORM ASSET PURCHASE AGREEMENT, (C) SCHEDULING AN AUCTION AND A SALE HEARING, (D) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (E) ESTABLISHING NOTICE AND PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES

The relief set forth on the following pages, numbered three (3) through seventeen (17), is hereby ORDERED.

David's Bridal, LLC's principal place of business and the debtors' service address in these chapter 11 cases is 1001 Washington Street, Conshohocken, Pennsylvania 19428.

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Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), authorizing the Debtors to (a) approve the bidding procedures attached hereto as **Exhibit 1** (the "Bidding Procedures") and the selection of, and Bid Protections for, a Stalking Horse Bidder, if any, (b) approving the Form APA attached hereto as **Exhibit 2**, (c) approving the form and manner of notice of the Auction and the Sale Hearing with respect to the Sale of all or substantially all of the Debtors' Assets or any portion thereof, (d) scheduling an Auction and a Sale Hearing, and (e) establishing notice and procedures for the assumption and assignment of certain executory contracts and leases, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

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having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are overruled.

I. Important Dates and Deadlines.

3. The following dates and deadlines shall apply in these chapter 11 cases:

Event	Date
Deadline to Service Sale Notice	April 24, 2023 at 5:00 p.m.
Deadline to Serve Cure Notice	May 15, 2023 at 5:00 p.m.
Bid Deadline	May 30, 2023 at 5:00 p.m.

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Event	Date
Sale Objection Deadline/Cure Objection Deadline	May 31, 2023 at 5:00 p.m.
Auction	June 1, 2023 at 10:00 a.m.
Delivery of Adequate Assurance Information to Landlords to the Extent Any Bids Include Assumption/Assigned of Non-Residential Real Property Leases	No later than June 1, 2023 at 5:00 p.m.
Notice of Successful Bidder to be Filed	No later than June 2, 2023 at 5:00 p.m.
Objection to Successful Bidder – Adequate Assurance of Future Performance	June 8, 2023 at 5:00 p.m.
Sale Hearing	June 12, 2023 at 10:00 a.m.

4. **Notice of Successful Bidder.** The Debtors shall file upon conclusion of the Auction or as soon as practicable if the Auction is extended.

5. **Sale Hearing.** The Sale Hearing shall commence on or before June 12, 2023, at **10:00 a.m. (prevailing Eastern Time)** before the assigned Bankruptcy Judge, at the United States Bankruptcy Court for the District of New Jersey, Clarkson S. Fisher US Courthouse, 402 East State Street, Trenton, NJ 08608. Upon entry of this Order, the Debtors are authorized to

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perform any obligations of the Debtors set forth in the Stalking Horse APA or other applicable Purchase Agreement that are intended to be performed prior to the Sale Hearing or entry of the Sale Order. The Sale Hearing may be adjourned by announcement in open Court or on the Court's calendar without any further notice required.

6. ***Sale Objection Deadline.*** Objections, if any, to the Sale or the amounts to cure any defaults that exist under an executory contract or unexpired lease must be made on or before **May 31, 2023, at 5:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"). Objections must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be ***actually received*** no later than the Sale Objection Deadline by the following parties: (i) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., Christopher T. Greco, P.C., and Rachael M. Bentley, email: Joshua.sussberg@kirkland.com, christopher.greco@kirkland.com, and Rachael.bentley@kirkland.com, and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Alexandra Schwarzman, P.C., email: alexandra.schwarzman@kirkland.com; (ii) proposed counsel to the Debtors, 25 Main Street, P.O. Box 800, Hackensack, New Jersey

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07602, Attn: Michael D. Sirota, Esq., Felice R. Yudkin, Esq., and Rebecca W. Hollander, Esq., email: msirota@coleschotz.com, fyudkin@coleschotz.com, and rhollander@coleschotz.com; (iii) counsel for Bank of America, N.A., in its capacity as the ABL Agent and DIP Agent, (a) Morgan, Lewis & Bockius LLP, Julia Frost-Davies, Esq. and Christopher L. Carter, Esq., and (b) Greenberg Traurig, LLP, Alan Brody, Esq.; (iv) counsel for 1903P Loan Agent, LLC, in its capacity as First In Last Out Agent, (a) Riemer & Braunstein LLP, Steven E. Fox, Esq. and Brendan C. Recupero, Esq., and (b) Lowenstein Sandler LLP, Kenneth A. Rosen, Esq.; (v) counsel for CPPIB Credit Investments III Inc. and its affiliates and managed accounts, in their capacity as lenders under the Prepetition Senior Superpriority Term Loan Agreement, Weil, Gotshal & Manges LLP, Matt Barr, Esq., Matthew P. Goren, Esq. and F. Gavin Andrews, Esq.; (vi) the Office of the U.S. Trustee for the District of New Jersey, (viii) counsel to any official committee appointed in these chapter 11 cases; *provided*, that any objection to the Sale to the Successful Bidder and adequate assurance of such future performance shall be filed on or before **June 8, 2023 at 5:00 p.m.** and served on the same parties.

7. A party's failure to timely file or make an objection in accordance with this Order shall forever bar the assertion of any objection to the Motion, entry of the Sale Order, and/or consummation of the Sale with the Successful Bidder pursuant to the applicable

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purchase agreement, including the assumption and assignment of the Contracts to the Successful Bidder pursuant to the applicable purchase agreement, and shall be deemed to constitute any such party's consent to entry of the Sale Order and consummation of the Sale and all transactions related thereto, including, without limitation, such assumption and assignment. All rights to the extent they exist are reserved for a party to later seek relief from the Court, and the Debtors and all other parties reserve all defenses.

8. ***Bid Deadline.*** The deadline by which all Bids for the Debtors' Assets must be ***actually received*** by the parties specified in the Bidding Procedures is 5:00 p.m. (prevailing Eastern Time), on May 30, 2023 (the "Bid Deadline").

9. ***Auction.*** June 1, 2023 at 10:00 a.m. (prevailing Eastern Time), is the date and time the Auction, if one is needed. Such Auction will be held at the offices of counsel to the Debtors: Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022-4611, or such later time on such day or other place as the Debtors shall notify all Qualified Bidders who have submitted Qualified Bids. The Auction shall be transcribed by a court reporter. As set forth more fully in the Bidding Procedures, only Qualified Bidders shall be permitted to participate at the Auction, however, any party in interest may attend the Auction.

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II. Auction, Bidding Procedures, and Related Relief.

10. The Bidding Procedures, substantially in the form attached hereto as **Exhibit 1**, are hereby approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all Bids relating to the proposed sale of the Assets. Any party desiring to bid on the Assets or a portion thereof shall comply with the Bidding Procedures and this Order. The Debtors are authorized to take any and all actions necessary to implement the Bidding Procedures.

11. The Form APA, substantially in the form attached hereto as **Exhibit 2**, is hereby approved in its entirety.

12. The Debtors, upon entry of this Order, shall be authorized, but are not obligated or directed, in an exercise of their business judgment, to select one or more Stalking Horse Bidders with respect to some or all of the Debtors' Assets and enter into a Stalking Horse APA.

13. Upon entry of the order approving the designation of a Stalking Horse Bidder and Stalking Horse APA, the Debtors are authorized, but not directed, to incur and pay the Bid Protections to each Stalking Horse Bidder.

14. No Qualified Bidder (other than the Stalking Horse Bidder, if any) will be permitted to request, nor be granted by the Debtors, at any time, whether as part of the Auction or otherwise, a breakup fee, expense reimbursement, termination fee, or any other similar form of compensation,

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and by submitting its Bid each Qualified Bidder agrees to refrain from and waive any assertion or request for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code.

15. If the Debtors receive (i) a Qualified Bid, other than a Stalking Horse Bid, or (ii) two or more Qualified Bids in the absence of a Stalking Horse Bid, the Debtors shall conduct the Auction to determine the Successful Bidder with respect to the Assets or portion of the Assets.

16. If the Debtors do not receive any Qualified Bids but have received one or more Stalking Horse Bids, the Debtors shall (i) not conduct the Auction, (ii) designate any Stalking Horse's Qualified Bid as the Successful Bid, and (iii) be authorized to seek approval of any such Stalking Horse APA at the Sale Hearing. If the Debtors receive only one Qualified Bid in the absence of a Stalking Horse Bid, the Debtors shall (i) not conduct the Auction, (ii) designate the sole Qualified Bid as the Successful Bid, and (iii) be authorized to seek approval of such Qualified Bid at the Sale Hearing.

17. Pursuant to Local Rule 6004-2: (a) each bidder participating at the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale, as set forth in the Bidding Procedures; (b) the Auction shall be conducted openly; and (c) the Auction shall be transcribed or videotaped.

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18. Debtors, in their reasonable business judgment, after consultation with the Consultation Parties, may reject, at any time before entry of an order of the Court approving a Qualified Bid, any bid that the Debtors determine is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale or (iii) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders.

III. Bid Protections

19. The Debtors are hereby authorized but not obligated, in an exercise of their business judgment, and in consultation with the Consultation Parties, to: (a) select one or more Acceptable Bidders to act as Stalking Horse Bidders in connection with the Auction and (b) in connection with any Stalking Horse APA (i) provide a Breakup Fee in an amount not to exceed three percent (3%) of the proposed Purchase Price, and/or (ii) agree to the Expense Reimbursement.

20. In the event that the Debtors enter into a Stalking Horse APA with one or more Stalking Horse Bidders, within two business days of entry, the Debtors shall file a notice and proposed form of order with the Court (the "Stalking Horse Notice") and serve on the Stalking Horse Bidder and the Consultation Parties. The Stalking Horse Notice shall: (i) set forth the identity of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity,

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then the Stalking Horse Bidder's parent company or sponsor); (ii) set forth the amount of the Stalking Horse Bid and what portion (if any) is cash; (iii) state whether the Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Stalking Horse Bid; (iv) specify any proposed Bid Protections; (v) attach the Stalking Horse APA, including all exhibits, schedules and attachments thereto; and (vi) sets forth the deadline to object to the Stalking Horse Bidder designation and any Bid Protections. If there are no objections to the Stalking Horse Notice within two business days of filing with the Court, (the "Notice Period"), the Debtors may submit an order to the Court that incorporates any comments received during the Notice Period that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse APA, without the need for further hearing. If a party files an objection to the Stalking Horse Notice, the Court shall hold a hearing on the first date that the Court is available that is no later than two business days after filing such applicable Stalking Horse Notice.

IV. Assumption and Assignment Procedures.

21. The procedures set forth below regarding the assumption and assignment of the Contracts proposed to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the Successful Bidder, if any, pursuant to section 364(f) of the Bankruptcy Code in connection with the Sale are hereby approved to the extent set forth herein.

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22. These Assumption and Assignment Procedures shall govern the assumption and assignment of all of the Debtors' Contracts to be assumed and assigned in connection with the Sale under the Stalking Horse APA, if any, subject to the payment of any amount necessary to satisfy all defaults and actual pecuniary loss to the counterparty resulting from such defaults including, but not limited to, all claims, demands, charges, rights to refunds and monetary and non-monetary obligations that the relevant counterparty can assert under a Contract, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to a Contract (the foregoing amounts as stated in the Contract Assumption Notice, the "Cure Payments"):

- a. **Contract Assumption Notice.** No later than May 15, 2023 (the "Assumption and Assignment Service Deadline"), the Debtors shall serve a notice of contract assumption (the "Contract Assumption Notice"), in substantially the form attached hereto as **Exhibit 4** via first class mail on the Contract counterparties and provide a copy of the same to the Consultation Parties. The Contract Assumption Notice shall inform each recipient of the timing and procedures relating to such assumption and assignment, and, to the extent applicable, (i) the title of the executory contract or lease, (ii) the name of the counterparty to the executory contract or lease, (iii) Debtors' good faith estimates of the Cure Payments, if any, required in connection with the executory contract or lease, and (iv) the Sale Objection Deadline; provided, however, that service of a Contract Assumption Notice does not constitute an admission that any Contract listed thereon is an executory contract or that such stated Cure Payment

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constitutes a claim against the Debtors or a right against any Successful Bidder, all rights with respect thereto being expressly reserved. Further, the inclusion of a contract on the Contract Assumption Notice is not a guarantee that such contract will ultimately be assumed and assigned.

- b. **Supplemental Contract Assumption Notice.** To the extent the Debtors, at any time after the Assumption and Assignment Service Deadline (i) identify additional Contracts that may be assumed by and assigned to the Successful Bidder, (ii) remove any Contracts from the list attached to the Contract Assumption Notice, (iii) and/or modify the previously stated Cure Payment associated with any Contract, the Debtors will promptly file with this Court and serve by first-class mail a supplemental notice of contract assumption (a “Supplemental Assumption Notice”) on each of the counterparties to a Contract affected by the Supplemental Assumption Notice. Each Supplemental Assumption Notice will include the same information with respect to listed Contracts as was included in the Contract Assumption Notice. A Successful Bidder may designate additional Contracts to be assumed and assigned up to two business days prior to closing and may remove Contracts from the list of Contracts up to two business days prior to closing.
- c. **Objections.** Objections, if any, to the proposed assumption and assignment or the Cure Payment proposed with respect thereto, must (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules, and the Local Rules, (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payment, state the correct Cure Payment alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof, and (iv) be filed with the Court and served upon (a) proposed counsel to the Debtors, (b) counsel to the Stalking Horse Bidder, if any, (c) the Notice Parties (as defined in the Bidding Procedures), and (v) any other party that has filed a notice of appearance in these chapter 11 cases, so as actually to be received on or before the Sale Objection Deadline or deadline set forth in the Supplemental Assumption Notice, as applicable.

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- d. **Dispute Resolution.** In the event that the Debtors and a Contract counterparty cannot resolve an objection to a Cure Payment, the Contract at issue may be assumed by the Debtors and assigned to the Successful Bidder, *provided that* the Debtors shall segregate the Cure Payment that the counterparty asserts is required to be paid, pending a resolution of the dispute by the Court or mutual agreement by the parties. Any objection to the proposed assumption and assignment of a contract or related Cure Payment proposed in connection with the Sale that remains unresolved as of the Sale Hearing, shall be heard at the Sale Hearing (or at a later date as fixed by the Court).
- e. **Contract Assumption.** No Contract shall be deemed assumed and assigned pursuant to section 365 of the Bankruptcy Code until the later of (i) the date the Court has entered an order assuming and assigning such Contract or (ii) the date the Sale has closed.

23. Any party failing to timely file an objection to the Cure Payments or the proposed assumption and assignment of a Contract listed on the Contract Assumption Notice or a Supplemental Assumption Notice is deemed to have consented to (a) such Cure Payment, (b) the assumption and assignment of such Contract, (c) the related relief requested in the Motion, and (d) the Sale. Such party shall be forever barred and estopped from objecting to the Cure Payments, the assumption and assignment of the Contract, adequate assurance of future performance, the relief requested in the Motion, whether or not applicable law excuses such counterparty from accepting performance by, or rendering performance to, the Successful Bidder for purposes of section 365(c)(1) of the Bankruptcy Code and from asserting any additional cure or other amounts against the Debtors and the Successful Bidder with respect to such party's Contract.

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24. No later than June 1, 2023 at 5:00 p.m., the Debtors shall promptly transmit the evidence of adequate assurance of future performance provided by any Bidder to counsel for the landlords at any applicable locations subject to unexpired leases with respect to such Bid. All Bidders are deemed to consent to the transmission of such evidence of adequate assurances of future performance on a confidential basis to counsel for the applicable landlords via email with such information to be used only for purpose of assessing the applicable Bidder; *provided, however*, landlords who received adequate assurance information may use such information in any objection to the assumption and assignment of an unexpired lease.

V. Personal Identifiable Information.

25. The Debtors' privacy policy does not prohibit the transfer of personal identifiable information, and therefore, the appointment of a consumer privacy ombudsman is not required.

VI. Sale Notice.

26. The Sale Notice, substantially in the form attached hereto as **Exhibit 3**, is hereby approved. No later than April 24, 2023 at 5:00 p.m., the Debtors shall cause the Sale Notice to be served on the following parties or their respective counsel, if known: (a) the Notice Parties (as defined in the Bidding Procedures); (b) counsel to the Stalking Horse Bidder, if any; (c) all parties to executory contracts and leases to be assumed and assigned, or rejected as part of the proposed Sale; (d) all parties who have expressed a written interest in some or all of the Assets; (e) all known

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Debtor: DAVID'S BRIDAL, LLC, *et al.*

Case No.: 23-13131 (CMG)

Caption of Order: ORDER (A) APPROVING BIDDING PROCEDURES AND BID PROTECTIONS, (B) APPROVING THE FORM ASSET PURCHASE AGREEMENT, (C) SCHEDULING AN AUCTION AND A SALE HEARING, (D) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (E) ESTABLISHING NOTICE AND PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES

holders of liens, encumbrances, and other claims secured by the Assets; (f) the Internal Revenue Service; (g) all applicable state and local taxing authorities; (h) the Federal Trade Commission; (i) each governmental agency that is an interested party with respect to the Sale and transactions proposed thereunder; and (j) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002.

VII. Miscellaneous.

27. Notwithstanding anything to the contrary in the Application or this Order, any payment made or authorization hereunder, including any Break-Up Fee or Expense Reimbursement, shall be subject to the applicable budget and/or cash collateral authorization requirements imposed on the Debtors under any order(s) of this Court authorizing the Debtors' use of cash collateral and post-petition debtor-in-possession financing facilities, including any order(s) authorizing post-petition financing.

28. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

29. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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Debtor: DAVID'S BRIDAL, LLC, *et al.*

Case No.: 23-13131 (CMG)

Caption of Order: ORDER (A) APPROVING BIDDING PROCEDURES AND BID PROTECTIONS, (B) APPROVING THE FORM ASSET PURCHASE AGREEMENT, (C) SCHEDULING AN AUCTION AND A SALE HEARING, (D) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (E) ESTABLISHING NOTICE AND PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES

30. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

31. Any party in interest may move for modification of this Order in accordance with D.N.J. LBR 9013-5(e).

32. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

33. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order,

EXHIBIT 1

Bidding Procedures

COLE SCHOTZ P.C.
Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, New Jersey 07602-0800
(201) 489-3000
(201) 489-1536 Facsimile
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msirota@coleschotz.com
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christopher.greco@kirkland.com
Rachael M. Bentley (*pro hac vice* pending)
rachael.bentley@kirkland.com

-and-

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle Street
Chicago, Illinois 60654
(312) 862-2000
(312) 862-2200 Facsimile
Alexandra Schwarzman, P.C. (*pro hac vice* pending)
alexandra.schwarzman@kirkland.com

Proposed Counsel to Debtors

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

In re:

DAVID'S BRIDAL, LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 23-_____ (____)

(Joint Administration Requested)

BIDDING PROCEDURES

On [●], 2023, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order [Docket No. [●]] (the “Bidding Procedures Order”),² by which the Court authorized the Debtors to solicit bids for and conduct an auction (the “Auction”) for a sale or disposition (collectively, the “Sale,” and each, a “Sale Transaction”) of all or substantially all

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal tax identification number, are: David’s Bridal, LLC (4563); DBI Midco, Inc. (7392); DBI Holco II, Inc. (7512); DBI Investors, Inc. (3857); David’s Bridal Canada, Inc. (N/A); and Blueprint Registry, LLC (2335). The location of debtor David’s Bridal, LLC’s principal place of business and the debtors’ service address in these chapter 11 cases is 1001 Washington Street, Conshohocken, Pennsylvania 19428.

² Capitalized terms utilized but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

of the Debtors' assets or any portion thereof in accordance with the following procedures (the "Bidding Procedures").

ANY PARTY INTERESTED IN BIDDING ON THE ASSETS SHOULD CONTACT THE DEBTORS' PROPOSED ADVISORS, AS FOLLOWS:

Houlihan Lokey Capital, Inc.: Surbhi Gupta (SGupta@hl.com) or Ethan Kopp (EKopp@hl.com)
Berkeley Research Group: Bob Duffy (bduffy@thinkbrg.com) or Stephan Coulombe (scoulombe@thinkbrg.com)

Kirkland & Ellis LLP: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Christopher T. Greco, P.C. (christopher.greco@kirkland.com), Rachael M. Bentley, (Rachael.bentley@kirkland.com), and Alexandra Schwarzman, P.C. (alexandra.schwarzman@kirkland.com)

Cole Schotz P.C.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Felice R. Yudkin, Esq. (fyudkin@coleschotz.com), and Rebecca W. Hollander, Esq. (rhollander@coleschotz.com)

I. Description of the Assets.

The Debtors are seeking to sell all or substantially all of their assets or any portion thereof, which include, but are not limited to, their owned real property, unexpired leases, executory contracts, cash, equipment, supplies, intellectual property, insurance proceeds, receivables, prepaid expenses and deposits, and books and records (collectively, the "Assets"), in each case, free and clear of all liens, claims, interests, or other encumbrances.

II. Participation Requirements.

A. Potential Bidders.

To participate in the bidding process or otherwise be considered for any purpose hereunder, a person or entity interested in the Assets or part of the Assets (other than the Stalking Horse Bidder (defined below), if any) (a "Potential Bidder") must deliver to each of the Debtors' advisors the following documents and information:

1. an executed confidentiality agreement on terms acceptable to the Debtors and no less restrictive than that agreed to with the Stalking Horse Bidder, if any, in any material respects (a "Confidentiality Agreement");
2. identification of the Potential Bidder and any principals and representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Sale Transaction(s); and
3. proof by the Potential Bidder of its financial capacity to close a proposed Sale Transaction(s), which may include financial statements of, or verified financial commitments obtained by, the Potential Bidder (or, if the Potential Bidder is an entity formed for the purpose of acquiring the desired Assets, the party that will bear liability for a breach), the adequacy of which will be assessed by the Debtors and their advisors, with the reasonable consent of the Consultation Parties (as defined below).

B. Obtaining Due Diligence.

The Debtors, with their advisors, with the reasonable consent of the Consultation Parties, will determine and notify each Potential Bidder whether such Potential Bidder has submitted adequate documents so that such Potential Bidder may submit a Bid (each, an “Acceptable Bidder,” and each such bid an “Acceptable Bid”). Notwithstanding anything herein to the contrary, the Debtors, in consultation with the Consultation Parties, reserve the right to work with Potential Bidders to aggregate Bids into a consolidated Acceptable Bid prior to the Bid Deadline (defined herein).

Only Acceptable Bidders shall be eligible to receive due diligence information and access to the Debtors’ electronic data room and to additional non-public information regarding the Debtors and the Assets. The Debtors and their advisors shall coordinate all reasonable requests from Acceptable Bidders for additional information and due diligence access; *provided* that (i) the Debtors shall have the right to reasonably limit the information and due diligence provided to competitors and (ii) the Debtors may decline to provide such information, after prior notice to, and with the reasonable consent of the Consultation Parties, to Acceptable Bidders who, at such time and in the Debtors’ reasonable business judgment, have not established, or who have raised doubt, that such Acceptable Bidder intends in good faith to, or has the capacity to, consummate a proposed Sale Transaction. The due diligence period will end on the Bid Deadline. Subsequent to the Bid Deadline, the Debtors shall have no obligation to furnish any due diligence information to any party. Additional due diligence will not be provided after the Bid Deadline, unless otherwise deemed reasonably appropriate by the Debtors and the Consultation Parties. The Debtors and their representatives and advisors are not responsible for, and will bear no liability with respect to, any information obtained by any Acceptable Bidder in connection with any Sale or Sale Transaction.

The Debtors shall keep the Consultation Parties reasonably informed of all interested parties that become Acceptable Bidders and the status of their due diligence.

III. Stalking Horse Bidders and Bid Protections.

Upon entry of the Bidding Procedures Order, the Debtors shall be authorized but not obligated, in an exercise of their business judgment, and in consultation with the Consultation Parties, to: (a) select one or more Acceptable Bidders to act as stalking horse bidders in connection with the Auction (each, a “Stalking Horse Bidder”); and (b) in connection with any stalking horse agreement with a Stalking Horse Bidder (each such agreement, a “Stalking Horse APA”) (i) provide a breakup fee (the “Breakup Fee”) in an amount not to exceed three percent (3%) of the proposed Purchase Price, and/or (ii) agree to reimburse reasonable and documented out-of-pocket fees and expenses (the “Expense Reimbursement,” and together with the Breakup Fee, the “Bid Protections”).

In the event that the Debtors enter into a Stalking Horse APA with one or more Stalking Horse Bidders, within two business days of entry, the Debtors shall file a notice and proposed form of order with the Court (the “Stalking Horse Notice”) and serve on the Stalking Horse Bidder and the Consultation Parties. The Stalking Horse Notice shall: (i) set forth the identity of the Stalking Horse Bidder (and if the Stalking Horse Bidder is a newly formed entity, then the Stalking Horse Bidder’s parent company or sponsor); (ii) set forth the amount of the Stalking Horse Bid and what

portion (if any) is cash; (iii) state whether the Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Stalking Horse Bid; (iv) specify any proposed Bid Protections; (v) attach the Stalking Horse APA, including all exhibits, schedules and attachments thereto; and (vi) sets forth the deadline to object to the Stalking Horse Bidder designation and any Bid Protections. If there are no objections to the Stalking Horse Notice within two business days of filing with the Court, (the “Notice Period”), the Debtors may submit an order to the Court that incorporates any comments received during the Notice Period that authorizes the Debtors to designate a Stalking Horse Bidder and to enter into a Stalking Horse APA, without the need for further hearing. If a party files an objection to the Stalking Horse Notice, the Court shall hold a hearing on the first date that the Court is available that is no later than two business days after filing such applicable Stalking Horse Notice.

Upon entry of the order approving the designation of a Stalking Horse Bidder and Stalking Horse APA, the Debtors are authorized, but not directed, to incur and pay the Bid Protections to each Stalking Horse Bidder.

IV. Requirements for Qualified Bids.

Any proposal, solicitation, or offer (each, a “Bid”) will be considered a qualified bid only if the Bid is submitted in writing by an Acceptable Bidder, by the Bid Deadline, and is deemed to comply with all of the following in the Debtors’ business judgment and with the reasonable consent of the applicable Consultation Parties (a “Qualified Bid” and such bidder a “Qualified Bidder”):

1. ***Assets.*** The Bid must clearly identify the following: (a) the Assets, or the portion thereof, to be purchased and/or liquidated or otherwise disposed of; (b) the liabilities and obligations to be assumed, including any debt to be assumed; and (c) whether the Acceptable Bidder intends to operate the Debtors’ business as a going concern, or to liquidate the business.
2. ***Purchase Price.*** The Bid must clearly set forth the purchase price to be paid. If requested by the Debtors or the applicable Consultation Parties, a Potential Bidder shall allocate its purchase price among the Debtors’ assets subject to the Bid.
3. ***Deposit.*** Each Bid must be accompanied by a cash deposit in the amount equal to 10 percent of the aggregate purchase price of the Bid to be held in an interest-bearing escrow account to be identified and established by the Debtors (the “Deposit”).
4. ***Same or Better Terms.*** Each Bid must be on terms no less favorable than the terms of the Stalking Horse APA, if any, as the Debtors may determine in their business judgment and in consultation with the Consultation Parties. Each Bid must include duly executed, non-contingent transaction documents necessary to effectuate the transactions contemplated in the Bid (the “Bid Documents”). The Bid Documents shall include a schedule of assumed Contracts to the extent applicable to the Bid, and a clearly marked version of the Stalking Horse APA, if any, or the Form APA, if there is no Stalking Horse APA, showing all changes requested by the Acceptable Bidder, as well as all other material documents integral to such Bid.

5. ***Committed Financing.*** To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder's capacity to consummate the proposed transactions set forth in its Bid with cash on hand, each Bid must include committed financing documented to the satisfaction of the Debtors and the applicable Consultation Parties, that demonstrates that the Acceptable Bidder has received sufficient unconditional debt and/or equity funding commitments to satisfy the Acceptable Bidder's Purchase Price and other obligations under its Bid, including providing adequate assurance of future performance under all Contracts proposed to be assumed by such Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions acceptable to the Debtors and the applicable Consultation Parties.
6. ***Identity.*** The Bid must fully disclose the legal identity of each person or entity bidding or otherwise participating in connection with such Bid (including each equity holder or financial backer of the Acceptable Bidder if such Acceptable Bidder is an entity formed for the purpose of consummating the proposed transaction(s) contemplated by such Bid), and the complete terms of any such participation, and must also disclose any connections or agreements with the Debtors, any other known Potential Bidder, Acceptable Bidder, Stalking Horse Bidder, Consultation Party or Qualified Bidder, and/or any officer or director of the foregoing. Under no circumstances will any undisclosed principals, equity holders, or financial backers be associated with any Bid.
7. ***Adequate Assurance Information.*** Each Bid should contain evidence that the bidder has the ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such bidder's ability to perform future obligations arising under the contracts and leases proposed in its Bid to be assumed by the Debtors and assigned to a Qualified Bidder, in a form that will permit the immediate dissemination of such evidence to the Counterparties to such contracts and leases ("Adequate Assurance Information"). Adequate Assurance Information may include: (i) the specific name of the proposed assignee, and the proposed name under which the proposed assignee intends to operate the store if not the current trade-name of the Debtors, (ii) a corporate organizational chart or similar disclosure identifying ownership and control of the proposed assignee of the applicable contracts and leases; (iii) audited or unaudited financial statements, tax returns, bank account statements or annual reports; (iv) financial projections, calculations, and/or financial pro-formas prepared in contemplation of purchasing the applicable contracts and leases; (v) the proposed assignee's intended use of the leased premises and a description of the proposed business to be conducted at the premises; (vi) the proposed assignee's experience in retail and in operating retail stores in a shopping center; (vii) a contact person for the proposed assignee; and/or (viii) any other documentation that the Debtors may further request.
8. ***Irrevocable.*** An Acceptable Bidder's Bid must be irrevocable until three months after the date of selection of the Successful Bid; provided that if the Bid is not

selected as the Successful Bid or Backup Bid, the Bid may be revoked after consummation of the Successful Bid or Backup Bid.

9. **Backup Bidder.** Each Bid must contain an agreement for the Acceptable Bidder to be a Backup Bidder.
10. **As-Is, Where-Is.** The Bid must include the following representations and warranties: (a) expressly state that the Acceptable Bidder has had an opportunity to conduct any and all due diligence regarding the Debtors' businesses and the Assets prior to submitting its bid; (b) a statement that the Acceptable Bidder has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Assets in making its bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtors' businesses or the Assets or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Acceptable Bidder's proposed asset sale agreement ultimately accepted and executed by the Debtors. The Bid shall not be conditional on any further due diligence.
11. **Satisfaction of DIP Obligations.** To the extent that any bid includes DIP Primary Collateral, an Acceptable Bidder's Bid must provide for (a) the payment in full of all DIP Obligations (as defined in the DIP Order), and (b) either (i) the cancellation and return undrawn of all outstanding letters of credit under the DIP ABL Facility (as defined in the DIP Order) and/or (ii) the furnishing to the DIP ABL Agent of a cash deposit, or at the discretion of the DIP ABL Agent, a backup standby letter of credit satisfactory to the DIP ABL Agent in an amount equal to 105% of the face amount of all letters of credit or such other amount as is reasonably acceptable to the DIP ABL Agent.
12. **Authorization.** The Bid must include evidence that the Acceptable Bidder has obtained authorization or approval from its board of directors (or comparable governing body) acceptable to the Debtors and the applicable Consultation Parties with respect to the submission, execution, and delivery of its Bid, participation in the Auction, and closing of the proposed transaction(s) contemplated in such Bid. The Bid shall further state that any necessary filings under applicable regulatory, antitrust, and other laws will be made in a timely manner and that payment of the fees associated therewith shall be made by the Acceptable Bidder.
13. **Disclaimer of Fees.** Each Bid (other than the Stalking Horse Bid, if any) must disclaim any right to receive a fee analogous to a breakup fee, expense reimbursement, termination fee, or any other similar form of compensation. For the avoidance of doubt, no Qualified Bidder (other than the Stalking Horse Bidder, if any) will be permitted to request, nor be granted by the Debtors, at any time, whether as part of the Auction or otherwise, a breakup fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting its Bid each Qualified Bidder agrees to refrain from and waive any assertion or request

for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code.

14. ***Adherence to Bidding Procedures.*** Each Bid must include (a) a statement that the Acceptable Bidder has acted in good faith consistent with section 363(m) of the Bankruptcy Code, and (b) that the Bid constitutes a *bona fide* offer to consummate the proposed transactions and agrees to be bound by these Bidding Procedures.
15. ***No Collusion.*** The Acceptable Bidder must acknowledge in writing that (a) in connection with submitting its Bid, it has not engaged in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids or the Sale, specifying that it did not agree with any Potential Bidders, Acceptable Bidders or Qualified Bidders to control price; and (b) it agrees not to engage in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids, the Auction, or the Sale.
16. ***Retention of Records.*** To the extent a Bid is a Bid for all or substantially all of the Debtors Assets, such Bid must include a statement that the Acceptable Bidder will retain or allow the Debtors access to the Debtors' books and records.
17. ***Joint Bids.*** The Debtors may, in consultation with the applicable Consultation Parties, approve joint Bids on a case-by-case basis.
18. ***Other Information.*** The Bid contains such other information as may be reasonably requested by the Debtors and the Consultation Parties.

V. Bid Deadline.

An Acceptable Bidder that desires to make a bid must transmit via email (in .pdf or similar format) or deliver written copies of its bid to the following parties so as to be received not later than **5:00 p.m. (prevailing Eastern Time) on May 30, 2023** (the "Bid Deadline"): (i) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., Christopher T. Greco, P.C., and Rachael M. Bentley, email: Joshua.sussberg@kirkland.com, christopher.greco@kirkland.com, and Rachael.bentley@kirkland.com, and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Alexandra Schwarzman, P.C., email: alexandra.schwarzman@kirkland.com; (ii) proposed counsel to the Debtors, 25 Main Street, P.O. Box 800, Hackensack, New Jersey 07602, Attn: Michael D. Sirota, Esq., Felice R. Yudkin, Esq., and Rebecca W. Hollander, Esq., email: msirota@coleschotz.com, fyudkin@coleschotz.com, and rhollander@coleschotz.com; and (ii) the Debtors' proposed investment banker, Houlihan Lokey Capital, Inc., 245 Park Avenue, New York, New York 10167 Attn: Surbhi Gupta, email: sGupta@hl.com. The Debtors will provide copies of all Bids via electronic mail within one (1) day of receipt by the Debtors to (i) the Consultation Parties, and (ii) the Office of the United States Trustee.

VI. Qualified Bidders.

Within two business days after the Bid Deadline, the Debtors, after having consulted with the Consultation Parties, shall notify each Acceptable Bidder whether such party is a Qualified Bidder.

If any Bid is determined by the Debtors and the Consultation Parties, not to be a Qualified Bid, the Debtors will refund such Acceptable Bidder's Deposit on or before the date that is five business days after the Bid Deadline.

The Debtors may accept as a single Qualified Bid, multiple bids for non-overlapping material portions of the Assets such that, when taken together in the aggregate, such bids would otherwise meet the standards for a single Qualified Bid. The Debtors may permit otherwise Qualified Bidders who submitted bids by the Bid Deadline for less than a substantial (but nevertheless a material) portion of the Assets but who were not identified as a component of a single Qualified Bid consisting of multiple bids as described in the preceding sentence, to participate in the Auction and to submit higher or otherwise better bids that in subsequent rounds of bidding may be considered, together with other bids for non-overlapping material portions of the Assets, as part of such a single Qualified Bid for overbid purposes.

Between the date that the Debtors notify an Acceptable Bidder that it is a Qualified Bidder and the Auction, the Debtors may discuss, negotiate, or seek clarification regarding any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors and the applicable Consultation Parties, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the consideration contemplated by, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures; *provided* that any Qualified Bid may be improved at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bidding Procedures.

Notwithstanding anything herein to the contrary, the Debtors reserve the right to work with (a) Potential Bidders and Acceptable Bidders to aggregate two or more Bids into a single consolidated Acceptable Bid prior to the Bid Deadline or (b) Qualified Bidders to aggregate two or more Qualified Bids into a single Qualifying Bid prior to the conclusion of the Auction. The Debtors reserve the right to cooperate with any Bidder in advance of the Auction to cure any deficiencies in a Bid that is not initially deemed to be a Qualified Bid.

Each Qualified Bidder shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors regarding the ability of such Qualified Bidder to consummate its contemplated transaction. Failure by a Qualified Bidder to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine that such bidder is no longer a Qualified Bidder or that a bid made by such bidder is not a Qualified Bid.

Notwithstanding anything to the contrary herein, for all purposes under the Bidding Procedures, a Stalking Horse Bidder, to the extent appointed, is deemed to be a Qualified Bidder and any bid by a Stalking Horse Bidder (a "Stalking Horse Bid") shall be deemed to be a Qualified

Bid, such that the Stalking Horse Bidder shall not be required to submit an additional Qualified Bid. The Stalking Horse Bid is subject to higher or better offers submitted in accordance with the terms and conditions of these Bidding Procedures.

VII. Right to Credit Bid.

Pursuant to the DIP Order,³ (a) the DIP Secured Parties, and (b) subject to the rights preserved in paragraph 35 of the DIP Order, the Prepetition ABL Parties and Prepetition Term Loan Parties (or any such party's designee) may credit bid, consistent with the applicable DIP Documents and/or Prepetition Documents, some or all of their claims for their respective collateral (each a "Credit Bid") to the extent permitted by section 363(k) of the Bankruptcy Code, subject in each case to the rights, duties, and limitations, as applicable, of the parties under the Intercreditor Agreement and the Prepetition Documents, and to the provision of consideration sufficient to pay in full in cash any senior liens on the collateral that is subject to the Credit Bid, except to the extent otherwise agreed by the holder of such senior lien in their sole and absolute discretion; and such DIP Secured Parties, Prepetition ABL Parties, and Prepetition Term Loan Parties shall be deemed a Qualified Bidder with respect to their rights to acquire their respective collateral by Credit Bid.

VIII. The Auction.

If the Debtors receive (i) a Qualified Bid, other than a Stalking Horse Bid, or (ii) two or more Qualified Bids in the absence of a Stalking Horse Bid, the Debtors shall conduct the Auction to determine the Successful Bidder with respect to the Assets or portion of the Assets. If the Debtors do not receive a Qualified Bid but have received one or more Stalking Horse Bids, the Debtors will not conduct the Auction and will designate any Stalking Horse's Qualified Bid as the Successful Bid. If the Debtors receive only one Qualified Bid in the absence of a Stalking Horse Bid, the Debtors will not conduct the Auction and will designate the sole Qualified Bid as the Successful Bid.

No later than two days prior to the Auction, the Debtors, with the reasonable consent of the applicable Consultation Parties, will notify all Qualified Bidders of the highest or otherwise best Qualified Bid, as determined in the Debtors' reasonable business judgment (the "Baseline Bid") and provide copies of the Bid Documents supporting the Baseline Bid to all Qualified Bidders. The determination of which Qualified Bid constitutes the Baseline Bid and which Qualified Bid constitutes the Successful Bid shall take into account any factors the Debtors, in consultation with the Consultation Parties, reasonably deem relevant to the value of the Qualified Bid to the Debtors' estates, including, among other things: (a) the number, type, and nature of any changes to the Stalking Horse APA or the Form APA, as applicable, requested by the Qualified Bidder, including the type and portion of the Assets sought and Assumed Obligations to be assumed in the Qualified Bid; (b) the amount and nature of the total consideration; (c) the likelihood of the Bidder's ability to close the proposed Sale Transaction(s), the conditions thereto, and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtors' estates from the

³ The DIP Order shall mean Interim and Final Orders (I) Authorizing The Debtors To Obtain Postpetition Financing, (II) Authorizing The Debtors To Use Cash Collateral, (III) Granting Liens And Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying The Automatic Stay, (VI) Scheduling A Final Hearing, And (VII) Granting Related Relief.

transactions contemplated by the Bid Documents; and (e) the tax consequences of such Qualified Bid (collectively, the “Bid Assessment Criteria”).

The Auction shall take place at **10:00 a.m. (prevailing Eastern Time) on June 1, 2023**, at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 4611, or such later date, time and location as designated by the Debtors, after providing notice to the Notice Parties and the Consultation Parties. The Debtors shall have the right to conduct any number of Auctions on that date to accommodate multiple bids that comprise a single Qualified Bid, if the Debtors determine, in their reasonable business judgment, and the reasonable consent of Consultation Parties, that conducting such auctions would be in the best interests of the Debtors’ estates.

A. Participants and Attendees.

The Debtors and their advisors shall direct and preside over the Auction. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid. All incremental Bids made thereafter shall be Overbids (as defined herein) and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders. The Debtors shall maintain a written transcript of the Auction and of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, and the Successful Bid (defined below).

Only Qualified Bidders that have submitted Qualified Bids by the Bid Deadline are eligible to participate in the Auction, subject to other limitations as may be reasonably imposed by the Debtors in accordance with these Bidding Procedures and in consultation with the Consultation Parties. Qualified Bidders participating in the Auction must appear in person at the Auction, or through a duly authorized representative. The Auction will be conducted openly and all creditors may be permitted to attend; *provided* that the Debtors may, in their sole and exclusive discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany each Qualified Bidder or creditor at the Auction. In addition, professionals and/or other representatives of the Consultation Parties and the Canadian information officer will be permitted to attend and observe the Auction. Any creditor wishing to attend the Auction may do so by contacting, no later than three (3) business days prior to the start of the Auction, the Debtors’ advisors.

B. Auction Procedures.

The Auction shall be governed by the following procedures, subject to the Debtors’ right to modify such procedures in their reasonable business judgment and in consultation with the Consultation Parties:

1. ***Baseline Bids.*** Bidding shall commence at the amount of the Qualified Bid or combination of Qualified Bids that the Debtors determine in their business judgment and in consultation with the Consultation Parties to be the highest and/or best Qualified Bid (the “Baseline Bid”).
2. ***Minimum Overbid.*** Qualified Bidders may submit successive bids higher than the previous bid, based on and increased from the Baseline Bid for the relevant Assets (each such bid, an “Overbid”). The Debtors may, in their reasonable business

judgment and in consultation with the Consultation Parties, announce increases or reductions to initial or subsequent Overbids at any time during the Auction.

3. ***Highest or Best Offer.*** After the first round of bidding and between each subsequent round of bidding, the Debtors shall announce the bid that they believe, in their reasonable business judgment, in consultation with the Consultation Parties, to be the highest or otherwise best offer for the relevant Assets (the “Leading Bid”). Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a subsequent bid with full knowledge of the Leading Bid.
4. ***Rejection of Bids.*** The Debtors, in their reasonable business judgment, after consultation with the Consultation Parties, may reject, at any time before entry of an order of the Court approving a Qualified Bid, any bid that the Debtors determine is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale or (iii) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders.
5. ***Additional Information.*** The Debtors and the Consultation Parties, shall have the right to request any additional financial information that will allow the Debtors and the Consultation Parties, to make a reasonable determination as to a Qualified Bidder’s financial and other capabilities to consummate the transactions contemplated by their proposal and any further information that the Debtors, in consultation with the Consultation Parties, believe is reasonably necessary to clarify and evaluate any bid made by a Qualified Bidder during the Auction.
6. ***Modification of Procedures.*** Any modification of these Bidding Procedures which extends the timelines included herein shall be subject to the consent of the DIP Agents (as defined in the DIP Order), whose consent shall not be unreasonably withheld.

The Auction may include open bidding in the presence of all other Qualified Bidders. All Qualified Bidders shall have the right to submit additional bids and make modifications to any prior Qualified Bid or Overbid at the Auction to improve their bids; *provided* that any Overbid made by a Qualified Bidder (including with respect to any Backup Bid (defined below)) must remain open and binding on the Qualified Bidder until and unless the Debtors, in consultation with the Consultation Parties, accept a higher or otherwise better Qualified Bid as the Leading Bid. The Debtors may, in their reasonable business judgment and in consultation with the Consultation Parties, negotiate with any and all Qualified Bidders participating in the Auction.

C. Adjournment of the Auction.

The Debtors reserve the right, in their reasonable business judgment and with the reasonable consent of the Consultation Parties, to adjourn the Auction one or more times to, among other things (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the

opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment and with the reasonable consent of the Consultation Parties, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt or equity funding commitments to consummate the proposed Sale Transaction(s) at the prevailing bid amount.

D. Successful Bidder.

Immediately prior to the conclusion of the Auction, the Debtors shall, in consultation with the Consultation Parties, (i) determine, consistent with these Bidding Procedures, which bid constitutes the highest or otherwise best bid(s) for the applicable Assets (each such bid, a “Successful Bid”); and (ii) notify all Qualified Bidders at the Auction for the applicable Assets of the identity of the bidder that submitted the Successful Bid (each such bidder, the “Successful Bidder”) and the amount of the purchase price and other material terms of the Successful Bid.

The Debtors shall file a notice identifying the Successful Bidder and Backup Bidder (if selected) by 5:00 p.m. (prevailing Eastern Time) on the date that is one day following the date the Auction is closed.

IX. Backup Bidder.

Notwithstanding anything in these Bidding Procedures to the contrary, if an Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid at the Auction for the Assets, as determined by the Debtors in the exercise of their reasonable business judgment and in consultation with the Consultation Parties (the “Backup Bid”), shall be required to serve as a backup bidder (the “Backup Bidder”), and each Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated.

The identity of the Backup Bidder and the amount and material terms of the Qualified Bid of the Backup Bidder shall be announced by the Debtors at the conclusion of the Auction at the same time the Debtors announce the identity of the Successful Bidder.

If a Successful Bidder fails to consummate the approved transactions contemplated by its Successful Bid, the Debtors, in consultation with the applicable Consultation Parties, may select the Backup Bidder as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes. The Debtors will be authorized, but not required, to consummate all transactions contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party.

X. Acceptance of Successful Bid

The Debtors’ presentation of a particular Qualified Bid to the Court for approval does not constitute the Debtors’ acceptance of such Qualified Bid. The Debtors will be deemed to have accepted a Bid only when the Bid has been approved by the Court at the Sale Hearing (defined below). The Debtors shall seek approval by the Court to consummate the Backup Bid, solely in the event the Successful Bidder fails to close the transaction as required and with all rights reserved against the Successful Bidder.

XI. Free and Clear of Any and All Encumbrances

Except as otherwise provided for in a Stalking Horse APA, the Form APA, or another Successful Bidder's purchase agreement, all right, title, and interest in and to the Assets subject thereto shall be sold free and clear of all liens, claims, rights, interests, charges, and encumbrances (collectively, the "Encumbrances"), subject only to the Assumed Liabilities (as defined in a Stalking Horse APA, the Form APA, or another Successful Bidder's purchase agreement), if any, in accordance with Bankruptcy Code section 363(f), with such Encumbrances to attach to the net proceeds (if any) received by the Debtors from the Sale of the Assets in accordance with the Bankruptcy Code, applicable non-bankruptcy law, and any prior orders of the Court.

XII. Consultation Parties

The term "Consultation Parties" as used in these Bidding Procedures shall mean (i) (a) Bank of America N.A. in its capacity as the ABL Agent and DIP Agent, (b) 1903P Loan Agent, LLC and (c) CPPIB Credit Investments III Inc. and its affiliates and managed accounts, in their capacity as lenders under the Senior Superpriority Term Loan Credit Agreement (the "Prepetition Lenders") and (ii) any official committee appointed in these chapter 11 cases; provided, however, notwithstanding anything herein to the contrary, the Debtors shall only be required to reasonably consult with any official committee appointed in these chapter 11 cases and any such committee shall not have any consent rights with respect to these Bidding Procedures. The Debtors shall regularly and timely consult and confer with the Consultation Parties in respect of all aspects of the bidding and Auction process in order to maximize value for all parties in interest. The Debtors may not modify the consultation or consent rights of any of the Consultation Parties set forth herein without the consent of such affected party; *provided*, however, that the Debtors may, limit the consultation rights of a Consultation Party that is or becomes a Qualified Bidder. In the event that a Consultation Party submits a Bid, such party shall no longer be a Consultation Party until such time as such party withdraws such Bid.

XIII. Notice Parties.

The term "Notice Parties" as used in these Bidding Procedures shall mean (i) counsel to the Prepetition Lenders, (iii) the Office of the U.S. Trustee for the District of New Jersey, and (iv) counsel to any official committee appointed in these chapter 11 cases.

XIV. Reservation of Rights.

The Debtors reserve their rights to modify these Bidding Procedures in their reasonable business judgment and with the reasonable consent of the applicable Consultation Parties, in any manner that will best promote the goals of the bidding process, or impose, at or prior to the conclusion of the Auction, additional customary terms and conditions on the sale of the Assets, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction at the Auction and/or adjourning the Sale Hearing (as defined below) in open court without further notice; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; and (e) rejecting any or all Bids or Qualified Bids. All rights of the Consultation Parties with respect to the proposed Sale Transaction are fully reserved.

XV. Consent to Jurisdiction.

All Potential Bidders, Acceptable Bidders and Qualified Bidders shall be deemed to have consented to the exclusive jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, the construction and enforcement of these Bidding Procedures, and/or the Bid Documents, as applicable.

XVI. Sale Hearing.

A hearing to consider approval of the sale of the Debtors' Assets to the Successful Bidder (the "Sale Hearing") is currently scheduled to take place on June 12, 2023, at 10:00 a.m., (prevailing Eastern Time), before the assigned United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of New Jersey, Clarkson S. Fisher US Courthouse, 402 East State Street, Trenton, NJ 08608.

The Sale Hearing may be continued to a later date by the Debtors (after consultation with the Consultation Parties) by sending notice prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party (including the Stalking Horse Bidder).

At the Sale Hearing, the Successful Bidder and the Backup Bidder must acknowledge on the record at the start of the hearing that, in connection with submitting their Bids, they did not engage in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids, the Auction, or the Sale, specifying that they did not agree with any Potential Bidders, Acceptable Bidders or Qualified Bidders to control the price or any other terms of the Sale.

XVII. Return of Deposit.

The Deposit of the Successful Bidder shall be applied to the purchase price of such transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more accounts on terms acceptable to the Debtors, with the reasonable consent of the Consultation Parties, and shall be returned (other than with respect to the Successful Bidder and the Backup Bidder) on or before the date that is five business days after the Auction. The Backup Bidder's Deposit shall be held in escrow until the closing of the Sale with the Successful Bidder. In the event the Successful Bidder fails to close and the Debtors, in consultation with the Consultation Parties, opt to close on the Sale Transaction(s) set forth in the Backup Bid, the Backup Bidder's Deposit shall be applied to the purchase price of such transaction(s) at closing. In the event of a breach or failure to consummate a Sale by the Successful Bidder or the Backup Bidder, as applicable, the defaulting Successful Bidder's Deposit or Backup Bidder's Deposit, as applicable, shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available remedies against the defaulting Successful Bidder or Backup Bidder, as applicable.

XVIII. DIP Order.

Notwithstanding anything to the contrary contained in these Bidding Procedures, any right of the DIP Agents to consent to the Sale of any portion of their collateral on terms and conditions acceptable to the DIP Agents (as applicable) are hereby expressly preserved and not modified,

waived or impaired in any way by these Bidding Procedures or the Bidding Procedures Order. For the avoidance of doubt, nothing in these Bidding Procedures or the Bidding Procedures Order shall amend, modify or impair any provision of the DIP Order, or the rights of the Debtors or the DIP Agents.

EXHIBIT 2

Form APA

EXHIBIT 3

Sale Notice

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Proposed Counsel to Debtors

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

In re:

DAVID'S BRIDAL, LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 23-13131 (CMG)

(Jointly Administered)

NOTICE OF SALE BY AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that on April 17, 2023, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Motion for Entry of Orders (I) (A) Approving Bidding Procedures and Bid Protections, (B) Approving the Form Asset Purchase Agreement, (C) Scheduling an Auction and Sale Hearing, (D) Approving the Form and Manner of Notice Thereof, (E) Establishing Procedures for the Assumption and Assignment of Contracts and Leases and (II)(A) Approving the Asset Purchase Agreement, (B) Authorizing the Sale of Assets, and (C) Authorizing the Assumption and Assignment of Contracts and Leases* [Docket No. 17] (the

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: David's Bridal, LLC (4563); DBI Midco, Inc. (7392); DBI Holdco II, Inc. (7512); DBI Investors, Inc. (3857); David's Bridal Canada, Inc. (N/A); and Blueprint Registry, LLC (2335). The location of debtor David's Bridal, LLC's principal place of business and the debtors' service address in these chapter 11 cases is 1001 Washington Street, Conshohocken, Pennsylvania 19428.

“Motion”)² with the United States Bankruptcy Court for the District of New Jersey (the “Court”) seeking, among other things, entry of an order (the “Sale Order”) authorizing and approving: (a) a sale (the “Sale”) of all or substantially all of the Debtors’ Assets or any portion thereof free and clear of all Encumbrances, except as set forth in a Stalking Horse APA or an alternative asset purchase agreement with a Successful Bidder at auction; and (b) the assumption and assignment of executory contracts and unexpired leases (collectively, the “Contracts”).

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of the Assets consistent with the bidding procedures (the “Bidding Procedures”) approved by the Court by entry of an order on [●], 2023 [Docket No. [●]] (the “Bidding Procedures Order”). **All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order.** To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that, if the Debtors receive qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtors will conduct an auction (the “Auction”) of the Assets **on June 1, 2023 at 10:00 a.m. (prevailing Eastern Time)** at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022-4611 (or at any other location as the Debtors may hereafter designate on proper notice).

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Sale at a hearing scheduled to commence on or before **June 12, 2023, at 10:00 a.m. (prevailing Eastern Time)** (the “Sale Hearing”) before the Honorable Christine M. Gravelle, United States Bankruptcy Judge for the Bankruptcy Court for the District of New Jersey, Clarkson S. Fisher US Courthouse, Courtroom 3, 402 East State Street, Trenton, NJ 08608.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures Order with respect to any objections to proposed cure payments or the assumption and assignment of Contracts, objections to the relief requested in the Motion ***must***: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be **actually received on or before May 31, 2023 at 5:00 p.m. (prevailing Eastern Time)** by the following parties: (i) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., Christopher T. Greco, P.C., and Rachael M. Bentley, email: Joshua.sussberg@kirkland.com, christopher.greco@kirkland.com, and Rachael.bentley@kirkland.com, and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Alexandra Schwarzman, P.C., email: alexandra.schwarzman@kirkland.com; (ii) proposed counsel to the Debtors, 25 Main Street, P.O. Box 800, Hackensack, New Jersey 07602, Attn: Michael D. Sirota, Esq., Felice R. Yudkin, Esq., and Rebecca W. Hollander, Esq., email: msirota@coleschotz.com, fyudkin@coleschotz.com, and rhollander@coleschotz.com; (iii)

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures Order.

counsel for Bank of America, N.A., in its capacity as the ABL Agent and DIP Agent, (a) Morgan, Lewis & Bockius LLP, Julia Frost-Davies, Esq. and Christopher L. Carter, Esq., and (b) Greenberg Traurig, LLP, Alan Brody, Esq.; (iv) counsel for 1903P Loan Agent, LLC, in its capacity as First In Last Out Agent, (a) Riemer & Braunstein LLP, Steven E. Fox, Esq. and Brendan C. Recupero, Esq., and (b) Lowenstein Sandler LLP, Kenneth A. Rosen, Esq.; (v) counsel for CPPIB Credit Investments III Inc. and its affiliates and managed accounts, in their capacity as lenders under the Prepetition Senior Superpriority Term Loan Agreement, Weil, Gotshal & Manges LLP, Matt Barr, Esq., Matthew P. Goren, Esq. and F. Gavin Andrews, Esq. (vi) the Office of the U.S. Trustee for the District of New Jersey, (vii) counsel to any official committee appointed in these chapter 11 cases; *provided* that any objection to the Sale to the Successful Bidder or adequate assurance of future performance under any executory contract or unexpired lease shall be filed on or before **June 8, 2023 at 5:00 p.m.**

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT.

PLEASE TAKE FURTHER NOTICE that copies of the Motion, Bidding Procedures, and Bidding Procedures Order, as well as all related exhibits, including the Form APA, the Stalking Horse APA, if any, and the proposed Sale Order, are available: (a) free of charge upon request to Omni Agent Solutions (the notice and claims agent retained in these chapter 11 cases) by calling (888) [482]-[0174] (U.S./ Canada toll-free), +1 (747) [293]-[0079] (international); (b) by visiting the website maintained in these chapter 11 cases at <https://omniagentsolutions.com/DavidsBridal> or (c) for a fee via PACER by visiting <http://www.njb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at <https://omniagentsolutions.com/DavidsBridal>

DATED: _____, 2023

Respectfully submitted,

COLE SCHOTZ P.C.

By: _____

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-and-

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Proposed Counsel to Debtors

EXHIBIT 4

Contract Assumption Notice

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Alexandra Schwarzman, P.C. (*pro hac vice* pending)
alexandra.schwarzman@kirkland.com

Proposed Counsel to Debtors

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

In re:

DAVID'S BRIDAL, LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 23- _____ ()

(Joint Administration Requested)

**NOTICE TO CONTRACT PARTIES TO POTENTIALLY
ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU
OR ONE OF YOUR AFFILIATES ARE A COUNTERPARTY TO AN
EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE
OF THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.

PLEASE TAKE NOTICE that on [●], 2023, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered the Order (A) Approving Bidding Procedures and Bid Protections, (B) Scheduling an Auction and a Sale Hearing, (C) Approving the Form and Manner

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: David's Bridal, LLC (4563); DBI Midco, Inc. (7392); DBI Holdco II, Inc. (7512); DBI Investors, Inc. (3857); David's Bridal Canada, Inc. (N/A); and Blueprint Registry, LLC (2335). The location of debtor David's Bridal, LLC's principal place of business and the debtors' service address in these chapter 11 cases is 1001 Washington Street, Conshohocken, Pennsylvania 19428.

of Notice Thereof, and (D) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases [Docket No. [●]] (the “Bidding Procedures Order”),² authorizing the Debtors to conduct an auction (the “Auction”) to select the party to purchase the Debtors’ assets. The Auction will be governed by the bidding procedures attached to the Bidding Procedures Order as Exhibit 2 (the “Bidding Procedures”) and approved pursuant to the Bidding Procedures Order.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtors **may** assume and assign to the Successful Bidder the contract or agreement listed on Exhibit A to which you are a counterparty, upon approval of the Sale. The Debtors have conducted a review of their books and records and have determined that the Cure Payments for unpaid monetary obligations under such Contracts is as set forth on Exhibit A.

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Payments, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payments, state the correct Cure Payments alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served and **actually received no later than May 31, 2023, at 5:00 p.m. (prevailing Eastern Time)** (the “Cure Objection Deadline”) by the Court and the following parties: (i) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., Christopher T. Greco, P.C., and Rachael M. Bentley, email: Joshua.sussberg@kirkland.com, christopher.greco@kirkland.com, and Rachael.bentley@kirkland.com, and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Alexandra Schwarzman, P.C., email: alexandra.schwarzman@kirkland.com; (ii) proposed counsel to the Debtors, 25 Main Street, P.O. Box 800, Hackensack, New Jersey 07602, Attn: Michael D. Sirota, Esq., Felice R. Yudkin, Esq., and Rebecca W. Hollander, Esq., email: msirota@coleschotz.com, fyudkin@coleschotz.com, and rhollander@coleschotz.com; (iii) counsel to the Stalking Horse Bidder, if any; (iii) counsel for Bank of America, N.A., in its capacity as the ABL Agent and DIP Agent, (a) Morgan, Lewis & Bockius LLP, Julia-Frost Davies, Esq. and Christopher L. Carter, Esq., and (b) Greenberg Traurig, LLP, Alan Brody, Esq.; (iv) counsel for 1903P Loan Agent, LLC, in its capacity as First In Last Out Agent, (a) Riemer & Braunstein LLP, Steven E. Fox, Esq. and Brendan C. Recupero, Esq., and (b) Lowenstein Sandler LLP, Kenneth A. Rosen, Esq.; (v) counsel for CPPIB Credit Investments III Inc. and its affiliates and managed accounts, in their capacity as lenders under the Prepetition Senior Superpriority Term Loan Agreement, Weil, Gotshal & Manges LLP, Matt Barr, Esq., Matthew P. Goren, Esq. and F. Gavin Andrews, Esq.; (vi) the Office of the U.S. Trustee for the District of New Jersey, (vii) counsel to any official committee appointed in these chapter 11 cases; and (viii) any other party that has filed a notice of appearance in these chapter 11 cases.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures Order.

PLEASE TAKE FURTHER NOTICE that if you object to a proposed assignment to the Successful Bidder of any Contract or Unexpired Lease, or dispute the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Contract or Unexpired Lease, your objection must be filed with the Court and served and **actually received** by no later than **June 8, 2023 at 5:00 p.m.** by the Court and the following parties: (i) proposed counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., Christopher T. Greco, P.C., and Rachael M. Bentley, email: Joshua.sussberg@kirkland.com, christopher.greco@kirkland.com, and Rachael.bentley@kirkland.com, and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Alexandra Schwarzman, P.C., email: alexandra.schwarzman@kirkland.com; (ii) proposed counsel to the Debtors, 25 Main Street, P.O. Box 800, Hackensack, New Jersey 07602, Attn: Michael D. Sirota, Esq., Felice R. Yudkin, Esq., and Rebecca W. Hollander, Esq., email: msirota@coleschotz.com, fyudkin@coleschotz.com, and rhollander@coleschotz.com; (iii) counsel to the Stalking Horse Bidder, if any; (iii) counsel for Bank of America, N.A., in its capacity as the ABL Agent and DIP Agent, (a) Morgan, Lewis & Bockius LLP, Julia-Frost Davies, Esq. and Christopher L. Carter, Esq., and (b) Greenberg Traurig, LLP, Alan Brody, Esq.; (iv) counsel for 1903P Loan Agent, LLC, in its capacity as First In Last Out Agent, (a) Riemer & Braunstein LLP, Steven E. Fox, Esq. and Brendan C. Recuperero, Esq., and (b) Lowenstein Sandler LLP, Kenneth A. Rosen, Esq.; (v) counsel for CPPIB Credit Investments III Inc. and its affiliates and managed accounts, in their capacity as lenders under the Prepetition Senior Superpriority Term Loan Agreement, Weil, Gotshal & Manges LLP, Matt Barr, Esq., Matthew P. Goren, Esq and F. Gavin Andrews, Esq.; (vi) the Office of the U.S. Trustee for the District of New Jerseys, (vii) counsel to any official committee appointed in these chapter 11 cases; and (viii) any other party that has filed a notice of appearance in these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that if no objection to (a) the Cure Payments, (b) the proposed assignment and assumption of any Contract, or (c) adequate assurance of the Successful Bidder's ability to perform is filed by the Cure Objection Deadline and the Adequate Assurance Deadline, then (i) you will be deemed to have stipulated that the Cure Payments as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional Cure Payments are due under the Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale.

PLEASE TAKE FURTHER NOTICE that any objection to the proposed assumption and assignment of aa Contract or related Cure Payments in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing, shall be heard at a later date as may be fixed by the Court.

PLEASE THAT FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Contract on the Contract Assumption Notice or any Supplemental Assumption Notice does not require or guarantee that such Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Successful Bidder with respect to such executory contracts and/or unexpired leases are reserved. Moreover, the Debtors explicitly reserve the right, in their reasonable discretion, to seek to reject or assume each Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the

Debtors and/or the Successful Bidder, as applicable, to designate any Contract as either rejected or assumed on a post-closing basis.

PLEASE TAKE FURTHER NOTICE that, nothing herein (i) alters in any way the prepetition nature of the Contracts or the validity, priority, or amount of any claims of a counterparty to any Contract against the Debtors that may arise under such Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Contract against the Debtors that may arise under such Contract.

DATED: _____, 2023

Respectfully submitted,

COLE SCHOTZ P.C.

By: _____

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Proposed Counsel to Debtors

EXHIBIT B

Privacy Policy