

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE CARLISLE ETCETERA LLC,)
a Delaware limited liability company.) C.A. No. 10280-VCL

ORDER APPOINTING CUSTODIAN

WHEREAS, by order dated May 4, 2015, the court granted summary judgment in favor of petitioner Well Union U.S. Holdings, Inc. (“WU Sub”) and directed that Carlisle Etcetera LLC (the “Company”), Delaware limited liability company, be dissolved;

WHEREAS, the Company is governed by an operating agreement that establishes as the sole manager of the Company a board of directors with four members;

NOW, THEREFORE, IT IS ORDERED:

1. APPOINTMENT OF CUSTODIAN: Mark A. Morton, Esq. is appointed Custodian of the Company with the powers and duties specified in this Order. The Custodian shall have authority, but shall not be required, to petition this Court for instructions at any time or from time to time. The Custodian may seek to modify the terms of this Order, including by seeking supplemental authority under this Order, for good cause shown.

2. ACCEPTANCE AND TERM OF APPOINTMENT: The Custodian shall file in this Court a written acceptance of this appointment. The Custodian shall serve at the pleasure of the Court, and the provisions of this Order shall remain in effect pending further order of the Court.

3. WAIVER OF DUTIES AND BOND: The provisions of Court of Chancery Rules 149-168, pertaining to the duties of a custodian and/or trustee, are hereby waived.

The Custodian shall not be required to post a bond. In lieu of these provisions, the Custodian shall provide interim reports to the Court at quarterly intervals from the date of this Order throughout the winding-up process.

4. SALE OF 100% OF THE MEMBER AND ASSIGNEE INTERESTS: The Custodian shall undertake a sale process designed to maximize the after-tax value achieved for the holders of 100% of the member and assignee interests of the Company. The Custodian shall carry out this task in a time frame and manner that is appropriate in the Custodian's business judgment, taking into account the circumstances facing the Company. The Custodian may establish conditions and qualifications for bidders to participate in the sale process. The Custodian may determine in the Custodian's business judgment to include or exclude potential participants from any possible sale or transaction, regardless of whether the potential participants are employees, officers, directors, members, creditors, or third parties. The Custodian may determine in the Custodian's business judgment whether to allow bidders to propose forms of consideration other than cash and shall determine in the Custodian's business judgment how to value the consideration. If the Custodian determines that the sale process has been unsuccessful, then the Custodian shall petition the court for instructions on how to proceed. The petition shall include the Custodian's recommended course of action.

5. GENERAL POWERS: The Custodian shall have all powers generally available to a Custodian appointed pursuant to 6 *Del. C.* § 18-806, and further shall have all powers generally available to a Custodian of a corporation appointed pursuant to 8 *Del. C.* § 291 of the Delaware General Corporation Law, applied *mutatis mutandis* to an

LLC; provided, however, that to the extent any such power would be inconsistent with a specific provision of this Order, then the specific provision of this Order shall govern. Upon written acceptance of this appointment, the Custodian shall have full authority and control over the Company, its operations, and management. The Custodian shall have full and unrestricted access to all books and records of the Company and to the record in this proceeding and in any other litigation to which the Company is a party. The Custodian may assert sole control over any present bank or other accounts of the Company, establish signature authority over such accounts, or open new bank accounts, as the Custodian deems appropriate. The Custodian shall not be required to establish or maintain a bank account for the Company in the State of Delaware. The Custodian may, in his sole discretion, continue or terminate the services to the Company of anyone, including present employees, agents, officers, and directors as the Custodian deems appropriate. The Custodian is authorized to implement such changes to the Company's operations as are appropriate in the Custodian's business judgment. The Custodian is authorized, in his sole discretion, to delegate responsibilities to one or more employees or agents of the Company in order to assure continued smooth operations. The directors, officers, employees, and agents of the Company shall cooperate with the Custodian in the performance of his duties.

6. AUTHORITY TO RETAIN ADVISORS: The Custodian is authorized to retain one or more experts or advisors, including financial advisors, professional sales agencies, accountants, attorneys, brokers, and other professionals as the Custodian deems necessary in carrying out his duties. The Custodian is authorized to utilize the services of

professionals from the law firm of Potter, Anderson & Corroon LLP (the "Firm") and may use attorneys from the Firm as counsel.

7. COMPENSATION OF THE CUSTODIAN, COUNSEL TO THE CUSTODIAN, EXPERTS, AND ADVISORS: The Company shall pay the compensation and expenses of the Custodian at his customary hourly rate or at a discounted rate set by the Custodian after taking into account all relevant factors. All experts and other professionals retained by the Custodian shall submit invoices to the Custodian on a monthly basis. The Custodian will provide copies promptly to counsel for the parties. The Custodian shall petition the Court on a quarterly basis, or at such other interval as the Court may direct, for approval of the fees and expenses incurred by the Custodian and his advisors. All fees and expenses approved by the Court shall be paid promptly by the Company. Payment of the fees and expenses of the Custodian and any experts or advisors retained by the Custodian shall have priority over all other obligations, payments, and distributions of the Company. The Custodian and any experts or advisors retained by the Custodian shall not be required to perform their obligations or incur fees or expenses under this Order beyond the ability of the Company to pay their fees and expenses. In the event any fees and expenses of the Custodian and any experts or advisors retained by the Custodian remain unpaid at the closing of a sale transaction, the Custodian may provide for the proceeds of the sale to be paid into the escrow account of the Firm for the unpaid fees and expenses to be deducted from the proceeds, and then for the proceeds to be distributed to the Company's members and assignees.

8. FINANCING: The Custodian is authorized to enter into such financing arrangements for the Company on such terms and in such amounts as the Custodian deems necessary or prudent in his business judgment.

9. AUTHORITY TO ACT ON BEHALF OF COMPANY: The Custodian is authorized to act through and in the name of the Company to carry out his duties. The Custodian is authorized to execute and deliver (or cause to be executed and delivered) any document in the name of the Company, including but not limited to contracts, deeds, other documents of title, and regulatory, administrative, and governmental filings.

10. AUTHORITY TO ACT ON BEHALF OF PARTIES TO THE CASE IN THEIR CAPACITY AS MEMBERS AND ASSIGNEES: For purposes of implementing a sale of 100% of the equity interest in the Company, the Custodian shall have authority to execute and deliver (or cause to be executed and delivered) any document in the names of and on behalf of the parties to the case in their capacities as holders of member or assignee interests in the Company, including but not limited to contracts, documents of title, and regulatory, administrative, and governmental filings, to the extent that the document is advisable in the Custodian's business judgment for the purpose of achieving the goal of maximizing the after-tax value achieved for the holders of the equity interests in the Company.

11. REPORTS TO AND CONSULTATION WITH COMPANY CONSTITUENCIES: The Custodian may, to the extent deemed practical or necessary by him, consult with constituencies of the Company, including directors, officers, members or assignees, creditors, and employees, with respect to the performance by the

Custodian of his duties hereunder, but the Custodian shall not be subject to the direction or control of any particular constituency and shall not be required to take any course of action that any constituency otherwise would or would not take.

12. COOPERATION: The appointment of the Custodian hereunder is binding upon the manager, the members of the board of directors who collectively act as the manager, the members, the assignees, the officers, the employees, and the agents of the Company, who shall cooperate with the Custodian in the performance of his duties. No party to this action, and no other person acting or purporting to act as a manager, member, assignees, director, officer, employee, or agent of the Company, shall institute any proceeding in any forum other than this Court challenging any action, recommendation, or decision by the Custodian.

13. EXCULPATION, INDEMNIFICATION, AND ADVANCEMENT: The Custodian shall have no liability to the Company, its members or assignees, or any other person for actions taken in good faith pursuant to this Order. The Custodian shall be entitled to all protection, limitation from liability, and immunity available at law or in equity to a court-appointed Custodian including, without limitation, all protection, limitation from liability, and immunity provided by the indemnification provisions of applicable law. Expenses, including attorneys' fees, incurred by the Custodian in defending any civil, criminal, administrative, or investigative action, suit, or proceeding arising by reason of or in connection with the Custodian's designation as Custodian for the Company, or the performance of his duties hereunder, shall be paid by the Company in advance of the final disposition of such action, suit, or proceeding subject to the

repayment of such amount if it shall be ultimately determined by this Court that the Custodian failed to act with good faith.

14. OBJECTIONS TO AND REVIEW OF CUSTODIAN'S INTERIM ACTIONS; STANDARD OF REVIEW: All actions of the Custodian shall be presumed to have been made on an informed basis, in good faith, and in the honest belief that such actions taken were in the best interests of the Company. All interim actions of the Custodian shall be subject to review and reversal by the Court only on a showing that the Custodian abused his discretion.

15. PLAN OF DISTRIBUTION: No final plan (the "Plan") for the sale of 100% of the member or assignee interests in the Company, and no Plan for the sale of all or substantially all of the assets of the Company, may be implemented without approval of the Court. The Custodian shall seek approval from the Court for the Plan and any related distribution of proceeds to the members and assignees at such time as he deems appropriate.

16. OBJECTIONS TO THE PROPOSED PLAN: Any objections to the Plan shall be filed within ten (10) days after the Custodian's submission of the plan and recommendations to the Court. Objections shall not exceed fifteen (15) pages and shall be formatted consistent with the requirements of Court of Chancery Rule 171(d)(2) and (d)(3). The Court will approve the Plan if (i) the Custodian has acted in good faith and (ii) the Plan represents a rational approach for maximizing the value returned to the members and assignees.



Vice Chancellor

Dated: May 4, 2015