

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI895397

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LIEN	
CONVEYING PARTY DATA		
Name		Execution Date
Biora Therapeutics, Inc.		02/27/2025
RECEIVING PARTY DATA		
Company Name:	BT BidCo LLC	
Street Address:	10070 Carroll Canvon Road	
Internal Address:	#100	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92131	
PROPERTY NUMBERS Total: 145		
Property Type	Number	
Application Number:	61600029	
Patent Number:	10172598	
Application Number:	62055244	
PCT Number:	CA2013000133	
PCT Number:	US1552500	
Patent Number:	10835152	
Patent Number:	12053271	
Application Number:	18766498	
PCT Number:	US1747481	
Patent Number:	10588608	
Application Number:	16787557	
Application Number:	62431297	
PCT Number:	US1765139	
Patent Number:	11547301	
Application Number:	62434188	
PCT Number:	US1761024	
Patent Number:	11471134	
Application Number:	62434797	
Application Number:	62570411	

PATENT

Property Type	Number
Application Number:	17745549
Application Number:	62434363
Application Number:	62479118
Application Number:	62545240
Application Number:	62583768
PCT Number:	US1766485
Application Number:	16465360
Application Number:	62434348
Application Number:	62478744
Application Number:	62545188
Application Number:	62583797
PCT Number:	US1766474
Patent Number:	11597762
Application Number:	18174603
Application Number:	62434369
Application Number:	62478863
Application Number:	62545220
Application Number:	62583804
PCT Number:	US1766441
Application Number:	16467744
Application Number:	62434366
Application Number:	62478840
Application Number:	62545219
Application Number:	62583800
PCT Number:	US1766459
Application Number:	16467784
Patent Number:	11426566
Application Number:	17864319
Application Number:	62434371
Application Number:	62478846
Application Number:	62545311
Application Number:	62583823
PCT Number:	US1766478
Patent Number:	11134889
Application Number:	62434374
Application Number:	62478919
Application Number:	62545380
Application Number:	62583832

Property Type	Number
Application Number:	18384378
PCT Number:	US1766492
Patent Number:	11033490
Patent Number:	11857669
Application Number:	62434372
Application Number:	62478937
Application Number:	62545157
Application Number:	62583861
PCT Number:	US1766512
Patent Number:	11523772
Patent Number:	12150775
Application Number:	18959485
Application Number:	62480187
Application Number:	62540873
PCT Number:	US1825191
Patent Number:	11363964
Patent Number:	11918342
Application Number:	62507008
Application Number:	62545232
Application Number:	62583806
Application Number:	62598957
PCT Number:	US1825523
Patent Number:	11596670
Application Number:	62545129
Application Number:	62583921
Application Number:	18403636
Application Number:	62598966
PCT Number:	US1825521
Application Number:	62560618
Application Number:	18826061
PCT Number:	US1765178
Patent Number:	10610104
Patent Number:	12089916
Application Number:	62583929
PCT Number:	US1766527
Patent Number:	10980739
PCT Number:	US1766873
Patent Number:	11224364

Property Type	Number
Application Number:	62622639
Application Number:	62650850
Application Number:	62687683
Application Number:	16964281
PCT Number:	US1914970
Application Number:	62642544
Application Number:	62679659
Application Number:	62751209
Application Number:	62829225
Application Number:	17059058
PCT Number:	US1921814
PCT Number:	US1934795
Patent Number:	11241562
PCT Number:	US1865544
PCT Number:	US1938059
PCT Number:	US1938001
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PCT Number:	US1938003
PCT Number:	US1938058
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PCT Number:	US2156111
PCT Number:	US2243136
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Application Number:	62804828
Application Number:	17253811
Application Number:	62687745
Application Number:	62804840
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Application Number:	62786275
Application Number:	62805099
Application Number:	17253806
Application Number:	62687534
Application Number:	62687756

Property Type	Number
Application Number:	62804385
Application Number:	19001302
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Application Number:	62687766
Application Number:	19041919
Application Number:	63104399
Application Number:	63182678
Application Number:	18250202
Application Number:	63242436
Application Number:	18578472

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Correspondent Name: Cindy Varela

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Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER: 135102-00000001

NAME OF SUBMITTER: Cindy Varela

SIGNATURE: /Cindy Varela/

DATE SIGNED: 03/18/2025

Total Attachments: 33

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

In re:

Biora Therapeutics, Inc.,¹

Debtor.

Chapter 11

Case No. 24-12849 (BLS)

Related to Docket Nos. 56, 57, 117 and 172

**ORDER (I) APPROVING THE SALE OF ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS
AND ENCUMBRANCES, (II) APPROVING THE ASSUMPTION
AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES IN CONNECTION THEREWITH AND (III) GRANTING RELATED RELIEF**

This matter coming before the Court on the *Debtor's Motion for Entry of Orders (I)(A) Approving Bidding Procedures For the Sale of Substantially All of the Debtor's Assets, (B) Designating the Stalking Horse Bidder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtor's Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 56] (the "Sale Motion"),² filed by Biora Therapeutics, Inc. (the "Debtor" or "Seller") in the above-captioned chapter 11 case; and the Court having previously entered (i) the *Order (A) Approving Bidding Procedures For the Sale of Substantially All of the Debtor's Assets, (B) Designating the Stalking Horse Bidder, (C) Scheduling an Auction and Approving the Form and Manner of Notice*

¹ The last four digits of Biora Therapeutics, Inc.'s federal tax identification number are 0390. Biora Therapeutics, Inc.'s service address is 10070 Carroll Canyon Road, Suite 100, San Diego, CA 92131.

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

Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief [Docket No. 117] (the “Bidding Procedures Order”); and BT BidCo LLC (the “Buyer”) having submitted the highest or best bid for the Acquired Assets (as defined in the Stalking Horse APA (as defined below)), as reflected in that certain Stalking Horse APA, dated as of January 16, 2025, by and among the Buyer and the Debtor (as amended or otherwise modified from time to time, the “Stalking Horse APA”), a copy of which is attached hereto as **Exhibit 1**; and the Court having entered the Bidding Procedures Order on certification of counsel on January 27, 2025 prior to which time all objecting and interested parties were offered an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered: (i) the Sale Motion; (ii) the Stalking Horse APA; (iii) the Bidding Procedures, (iv) the Bidding Procedures Order; (v) the *Declaration of Daun Chung in Support of the Debtor’s Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to (A) Obtain Postpetition Senior Secured Financing and (B) Use Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Granting Liens and Superpriority Claims, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 19]; (vi) the *Declaration of Richard Miller in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 20]; (vii) the *Declaration of Daun Chung in Support of the Debtor’s Motion for Entry of Orders (I)(A) Approving Bidding Procedures For the Sale of Substantially All of the Debtor’s Assets, (B) Designating the Stalking Horse Bidder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtor’s Assets Free and Clear*

of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Docket No. 57]; (viii) all objections filed with the Court, including those at Docket Nos. 134, 139, and 150 (each, an “Objection” and, collectively with any informal objections received by the Debtor, the “Objections”); and (ix) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and after due deliberation the Court having determined that the legal and factual bases set forth in the Sale Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Sale Motion is in the best interest of the Debtor, its estate and its creditors, and the Debtor having demonstrated good, sufficient and sound business justifications for the relief granted herein;

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. Jurisdiction and Venue. This Court has jurisdiction to consider the Sale Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

C. Statutory Predicates. The statutory and other legal predicates for the relief sought in the Sale Motion and granted herein are sections 105, 363 and 365 of title 11 of the United

³ The findings and conclusions of law set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court’s findings also shall include any oral findings of fact and conclusions of law made by the Court during the Sale Hearing.

States Code (the “Bankruptcy Code”), Rules 2002, 4001, 6004, 6006, 9007 and 9014 of the Bankruptcy Rules and Rules 2002-1, 6004-1 and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

D. Notice and Opportunity to Be Heard. As evidenced with the affidavits of service filed with the Court [Docket Nos. 69, 119, 123, 138, and 140] the Debtor has provided proper, timely, adequate and sufficient notice of, and a fair and reasonable opportunity to object and be heard with respect to, the Sale Motion, the Bidding Procedures Order, the sale of the Acquired Assets pursuant to the Stalking Horse APA (the “Sale”) free and clear of any Interests (as defined below) (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) within the meaning of section 363(f) of the Bankruptcy Code, the *Notice of Successful Bidder and Cancellation of Auction* [Docket No. 142], the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* [Docket No. 125] (the “Assumption Notice”), and the assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to the Buyer at Closing (as defined in the Stalking Horse APA) pursuant to this Order and the terms of the Stalking Horse APA (each, an “Assigned Contract” and collectively, the “Assigned Contracts”), in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, 6006, 9007 and 9014, Local Rules 2002-1, 6004-1 and 9006-1 and the Bidding Procedures Order, to all persons and entities entitled to such notice, including the Sale Notice Parties (as defined in the Bidding Procedures) and all other persons and entities as directed by the Court. Such notice was good, sufficient and appropriate under the circumstances, including but not limited to

providing each counterparty a full and fair opportunity to object to the assumption and assignment of its Contract and its proposed Cure Costs; and no other or further notice of any of the foregoing is required. With respect to parties in interest whose identities could not be reasonably ascertained by the Debtor, the Sale Notice published in the national edition of the *New York Times National Edition* on February 3, 2025 [Docket No. 151], was sufficient and reasonably calculated to provide notice to such parties under the circumstances. The Debtor published the Sale Motion, Bidding Procedures Order, the Bidding Procedures, the Stalking Horse APA, the Sale Notice, the Assumption Notice, and certain other documents relevant to the Sale on the Case Website.

E. Sound Business Purpose. The Debtor has demonstrated good, sufficient and sound business purposes and justifications for approval of the Sale Motion. The approval of and entry into the Sale, the Stalking Horse APA and any ancillary agreements thereto (i) are a result of due deliberation by the Debtor and constitute a sound and reasonable exercise of the Debtor's business judgment and a proper exercise of the fiduciary duties of the Debtor and its directors and officers; (ii) provide value and are beneficial to the Debtor's estate, and are in the best interests of the Debtor, its estate and its stakeholders; and (iii) are reasonable and appropriate under the circumstances. Business justifications for entry into the Sale and the Stalking Horse APA include, without limitation, the following: (i) the Stalking Horse APA constitutes the highest or best offer received for the Acquired Assets; (ii) the Stalking Horse APA presents the best opportunity to maximize the value of the Acquired Assets on a going-concern basis and to avoid decline and devaluation as a result of delay or liquidation; (iii) failure to consummate the Sale expeditiously, as provided under the Stalking Horse APA, could materially diminish creditor recoveries; and (iv) the immediate consummation of the Sale is necessary to maximize the value of the Debtor's estate.

F. Compliance with Bidding Procedures. The Debtor conducted an open and fair Sale Process. The Sale Process was non-collusive in all respects, and all interested parties were provided a full, fair and reasonable opportunity to make an offer to purchase the Acquired Assets. The Debtor, the Buyer and their respective counsel and other advisors have complied with the Bidding Procedures, and the Bidding Procedures Order.

G. Highest or Best Value. The Debtor determined, in its reasonable business judgment, in a manner consistent with its fiduciary duties, that the Buyer's Qualified Bid, as documented in the Stalking Horse APA, was the highest or otherwise best Qualified Bid for the Acquired Assets. Consummating the Sale will yield greater value to the Debtor's estate than would have been provided by any other available alternative transaction.

H. Fair Consideration. The consideration the Buyer will pay under the Stalking Horse APA constitutes (i) fair and reasonable consideration for the Acquired Assets; and (ii) reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act and other laws of the United States, any state, territory, possession thereof or the District of Columbia.

I. Free and Clear Sale. The Debtor may sell the Acquired Assets free and clear of all Interests (as defined below) (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Any holders of Interests that objected to the Sale or the Sale Motion and that have an Interest in the Acquired Assets could be compelled in a legal or equitable proceeding to accept money in satisfaction of such Interest pursuant to section 363(f)(5) or fall

within one or more of the other subsections of section 363(f) and, therefore, are adequately protected by having their Interests on the Acquired Assets attach solely to the proceeds of the Sale ultimately attributable to the sale of the property on which such holders have an Interest, in the same order of priority, and with the same validity, force and effect that such Interests had prior to the consummation of the Sale, subject to any rights, claims or defenses of the Debtor and its estate. Any Interest holders that did not object, or that withdrew their objections, to the Sale Motion or the Sale, are deemed to have consented to the sale of the Acquired Assets free and clear of their respective Interests on the Acquired Assets pursuant to section 363(f)(2) of the Bankruptcy Code.

J. Buyer's Reliance on Free and Clear Sale. The Buyer would not have entered into the Stalking Horse APA and would not consummate the Sale or the other transactions contemplated thereby if the sale of the Acquired Assets were not free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), or if the Buyer would, or in the future could, be liable for any such Interests. A sale of the Acquired Assets other than one free and clear of all Interests would adversely impact the Debtor, its estate and its creditors, and would yield substantially less value for the Acquired Assets and the Debtor's estate, with less certainty than provided by the Sale. The total consideration to be provided under the Stalking Horse APA reflects the Buyer's reliance on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to, and possession of, the Acquired Assets free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), including, without limitation, any potential derivative, vicarious, transferee or successor liability Interests.

K. “Interests”. As used in this Order, the term “Interest” includes, in each case to the extent against or with respect to the Debtor or in, on, or against or with respect to any of the Acquired Assets: Liens (as defined in the Stalking Horse APA), claims (as defined in section 101(5) of the Bankruptcy Code), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, obligations, liabilities, demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, rights, or interests of any kind or nature whatsoever, whether known or unknown, inchoate or not, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of this chapter 11 case, and whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, (i) mortgages, deeds of trust, pledges, charges, security interests, hypothecations, encumbrances, easements, servitudes, leases, subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, rights of use or possession, subleases, leases, conditional sale arrangements, or any similar rights, (ii) all claims, including, without limitation, all rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtor or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of this chapter 11

case, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual or tort rights and claims, and labor, employment, and pension claims; (iv) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtor's or the Buyer's interest in the Acquired Assets, or any similar rights; (v) any rights under labor or employment agreements; (vi) any rights under pension, multiemployer plan (as such term is defined in section 3(37) or section 4001(a)(3) of the Employment Retirement Income Security Act of 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtor or any multiemployer plan to which the Debtor has at any time contributed to or had any liability or potential liability; (vii) any other employee, worker's compensation, occupation disease, or unemployment or temporary disability claims, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, each as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtor or any of its predecessors, or (l) the WARN Act (29 U.S.C. §§ 2101, et seq.) or any state or other laws of similar effect; (viii) any bulk sales or similar law; (ix) any tax statutes or ordinances, including,

without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the assets or business of the Debtor prior to the Closing; (x) any unexpired and executory or non-executory contract or unexpired lease to which the Debtor is a party that is not an Assigned Contract; (xi) any other Excluded Liabilities (as defined in the Stalking Horse APA); and (xii) Interests arising under or in connection with any acts, or failures to act, of the Debtor or any of the Debtor's predecessors or affiliates, including, but not limited to, Interests arising under any doctrines of successor, transferee, or vicarious liability, violation of the Securities Act, the Exchange Act, or other applicable securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable Law or otherwise.

L. No Successor or Other Derivative Liability. By consummating the Sale pursuant to the Stalking Horse APA, the Buyer is not a mere continuation of the Debtor, the Debtor's estate, or any enterprise(s) of the Debtor, and there is no common identity between the Buyer and the Debtor. The Buyer is not holding itself out as a continuation of the Debtor. The Buyer is not a successor to the Debtor or the Debtor's estate by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtor or the Debtor's estate. Neither the Buyer nor any of its affiliates or their respective successors, assigns, managed funds or accounts, members, managers, representatives, limited or general partners, principals, officers, agents, directors or direct or indirect equity holders, investors, or owners (or the equivalent thereof) (each, a "Buyer Related Person" and collectively, the "Buyer Related Persons") shall assume or in any way be responsible for any obligation or Liability (as defined in the Stalking Horse APA) of the Debtor (or any affiliate or predecessor of the Debtor) or the Debtor's estate, except as expressly provided in the Stalking Horse APA. The sale and

transfer of the Acquired Assets to the Buyer, including the assumption by the Debtor and assignment, transfer and/or sale to the Buyer of any of the Assigned Contracts, will not subject the Buyer and the Buyer Related Persons to any Liability with respect to the operation of the Debtor's (or Debtor's predecessors') business prior to the Closing or by reason of such transfer. Without limiting the generality of the foregoing, and except as otherwise provided in the Stalking Horse APA, the parties intend and the Court hereby finds that the Buyer Related Persons shall not be liable for any Lien or Liability (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) against the Debtor, or any of its predecessors or affiliates, and the Buyer Related Persons shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date (as defined in the Stalking Horse APA), whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business (as defined in the Stalking Horse APA), the Acquired Assets or any Liabilities of the Debtor arising or attributable to periods prior to the Closing Date. The Buyer would not have acquired the Acquired Assets but for the foregoing protections against potential claims based upon "successor liability," *de facto* merger, or theories of similar effect.

M. Good Faith. The Debtor, the Buyer and their respective counsel and other advisors have negotiated and entered into the Stalking Horse APA and each of the transactions contemplated thereby in good faith, without collusion and from arm's-length bargaining positions. The Buyer is a good-faith purchaser, and is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code, and, as such, is entitled to all of the protections afforded thereby. The Debtor was free to deal with any other party interested in acquiring all or some of the Acquired Assets. Neither the Debtor nor the Buyer have engaged in any conduct that would

cause or permit the Sale, the Stalking Horse APA or any of the transactions contemplated thereby to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code, or that would prevent the application of sections 363(m) of the Bankruptcy Code. The Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction. The Buyer has not acted in a collusive manner with any person or entity. All payments to be made by the Buyer and all agreements entered into by the Buyer and the Debtor under the Stalking Horse APA in connection with the Sale have been disclosed and are appropriate. The Stalking Horse APA was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying or defrauding creditors under laws of the United States, any state, territory, possession thereof or the District of Columbia, or any other applicable law. Neither the Debtor nor the Buyer have entered into the Stalking Horse APA or are consummating the Sale with any fraudulent or otherwise improper purpose.

N. No Collusion. The Stalking Horse APA was not controlled by an agreement between potential bidders within the meaning of section 363(n) of the Bankruptcy Code. The Debtor and the Buyer have not engaged in any conduct that would cause or permit the Stalking Horse APA or the consummation of the Sale to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. Neither the Debtor nor the Buyer has entered into the Stalking Horse APA or is consummating the Sale with any fraudulent or otherwise improper purpose.

O. Insider Status. The Buyer is not an “insider” of the Debtor, as that term is defined in section 101(31) of the Bankruptcy Code.

P. Assumption and Assignment of Assigned Contracts. The assumption and assignment of the Assigned Contracts are an integral part of the Sale, are in the best interests of

the Debtor and its estate and represent the valid and reasonable exercise of the Debtor's sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts (i) are necessary to sell the Acquired Assets to the Buyer as contemplated by the Stalking Horse APA, (ii) allow the Debtor to sell the Acquired Assets to the Buyer as a going concern, (iii) limit the losses suffered by counterparties to the Assigned Contracts and (iv) maximize the recoveries of other creditors of the Debtor by eliminating claims against the Debtor's estate that would arise from the Debtor's rejection of the Assigned Contracts. Any counterparty to any Assigned Contract that has not actually filed with the Court and served on the Objection Notice Parties (as defined in the Bidding Procedures) an objection to the Debtor's assumption and assignment of such Assigned Contract, or to the applicable Cure Costs, as of the date specified in the Bidding Procedures Order (as such date may have been modified or extended in accordance with the terms of the Bidding Procedures Order) is deemed to have consented to the assumption and assignment of the Assigned Contract, and to the applicable Cure Costs.

Q. Compliance with Section 365 of the Bankruptcy Code. The Debtor has met all requirements of section 365(b) of the Bankruptcy Code with respect to the assumption and assignment of each of the Assigned Contracts. The Debtor has provided, or will provide, adequate assurance (within the meaning of section 365(b)(1) of the Bankruptcy Code) of cure of any default existing under any of the Assigned Contracts on or before the Closing Date. The Buyer has demonstrated adequate assurance of future performance of and under the Assigned Contracts within the meaning of sections 365(b) and 365(f)(2) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Buyer, notwithstanding

any provision in the Assigned Contracts or other restrictions prohibiting their assignment or transfer.

R. Modifications to Assigned Contracts. Pursuant to section 2.5(c) of the Stalking Horse APA, the Buyer may modify the list of the Assigned Contracts after the date of this Order, but no later than the Closing Date; *provided, however*, that any Assigned Contracts subject to dispute may be resolved, either by adding or removing from the list of Assigned Contracts, within the Extended Contract Period (as defined in the Stalking Horse APA). Such modification rights include, but are not limited to, the right of the Buyer to designate a Contract for assumption by the Debtor and assignment to the Buyer, as well as for exclusion from the Sale as an Excluded Contract (as defined in the Stalking Horse APA). The Buyer would not have agreed to the Sale without such modification rights. The notice and opportunity to object provided to counterparties to such Assigned Contracts and to other parties in interest, as set forth in the Bidding Procedures Order and in this Order, fairly and reasonably protect any rights that such counterparties and other parties in interest may have with respect to such Assigned Contracts.

S. Property of the Estate. The Acquired Assets constitute property of the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code.

T. Validity of the Sale. The consummation of the Sale is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(k), 363(m), 365(b) and 365(f) and all of the applicable requirements of such sections have been complied with in all respects in connection with the Sale. As of the Closing, the sale and assignment of the Acquired Assets and the Assigned Contracts to the Buyer will be a legal, valid and effective transfer of the Acquired Assets and the Assigned Contracts, and will vest the Buyer with all right, title and interest of the Debtor in and to the Acquired Assets and the

Assigned Contracts free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order). The Debtor is authorized to execute the Stalking Horse APA and all other documents contemplated thereby, and the Sale has been duly and validly authorized by all necessary corporate action(s) of the Debtor. Upon entry of this Order, other than any consents identified in the Stalking Horse APA, no consent or approval from any other person, entity or legal authority is required to consummate the Sale.

U. As set forth in paragraph 4 of the Final DIP Order⁴ and subject to the terms therein, the Debtor has stipulated, among other things to the Prepetition Senior Secured Parties'⁵ valid, binding, perfected and enforceable, first priority liens over the Prepetition Collateral that secure the Prepetition Obligations. Pursuant to paragraph 28 of the Final DIP Order, such stipulations are binding on all parties in interest.

V. Pursuant to paragraph 30 of the Final DIP Order, the Court previously ordered that each of the Prepetition Trustee and the DIP Agent have the unqualified right to credit bid the full amount of the Prepetition Obligations and the DIP Obligations, respectively.

W. No Sub Rosa Plan. Neither the Sale nor the Stalking Horse APA impermissibly restructures the rights of any of the Debtor's creditors or impermissibly dictates the terms of a liquidating plan of reorganization of the Debtor. Neither the Sale nor the Stalking Horse APA constitutes a *sub rosa* or *de facto* plan of reorganization or liquidation.

⁴ The term "Final DIP Order" shall mean the *Final Order (I) Authorizing the Debtor To (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Senior Secured Priming Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition Senior Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Docket No. 147].

⁵ Capitalized terms used but not defined in this paragraph and in paragraph V below shall have the meanings ascribed to such terms in the Final DIP Order.

X. No Stay of Order. Time is of the essence to implement the Stalking Horse APA and consummate the Sale. The Sale must be approved and consummated promptly in order to preserve the value of the Acquired Assets and to maximize the value to the Debtor, its estate, its creditors and all other parties in interest and to ensure the Debtor's compliance with its obligations under its post-petition financing agreements. The Debtor has demonstrated compelling circumstances and sound business justifications for the immediate approval and consummation of the Sale as contemplated by the Stalking Horse APA. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d), 7062 or any applicable provisions of the Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry.

Y. Single, Integrated Transaction. Entry of this Order approving the Stalking Horse APA and all provisions of this Order and the Stalking Horse APA are a necessary condition precedent to the Buyer consummating the Sale. The provisions of this Order and the Stalking Horse APA and the transactions contemplated hereby and thereby are inextricably linked and technically and collectively constitute a single, integrated transaction.

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

1. Sale Motion Granted. The Sale Motion and the relief requested therein (to the extent not previously granted by the Court pursuant to the Bidding Procedures Order or otherwise) are GRANTED and approved as set forth herein.

2. Objections Overruled. Any Objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived or settled and all reservations of rights included

in such Objections are hereby OVERRULED on the merits with prejudice or resolved as set forth herein.

3. Sale Approved. The Stalking Horse APA and all transactions contemplated thereby, including the Sale, are APPROVED.

4. Prior Findings of Fact and Conclusions of Law. The Court's findings of fact and conclusions of law in the Bidding Procedures Order and the findings of fact recited above are incorporated herein by reference.

5. Entitled to Credit Bid. The Prepetition Trustee and the DIP Agent, or their assignees or designees, including any acquisition vehicles, shall be entitled to credit bid all or any portion of each of the DIP Obligations and Prepetition Obligations without further challenge from any other party in interest, it being found that (i) all of the Prepetition Obligations and DIP Obligations that constitute the Credit Bid Amount (as defined in the Stalking Horse APA) are legal, valid and binding obligations of the Debtor, (ii) the liens securing the Prepetition Obligations are not subject to any Challenges (as defined in the Final DIP Order) and any such Challenges by any party in interest shall be deemed forever waived, barred and released, and (iii) the Challenge Period (as defined in the Final DIP Order) terminated as of February 25, 2025, and no party shall be permitted to assert any Challenges and all such Challenges shall be deemed forever waived, barred and released. Notwithstanding anything to the contrary herein: (i) other than the Credit Bid Amount, nothing in this Order shall impair, release, modify, discharge or otherwise affect any of the outstanding Prepetition Obligations, the DIP Obligations or the Adequate Protection Obligations set forth in the Final DIP Order; and (ii) the occurrence of the Closing Date will constitute the consummation of a sale of all or substantially all of the assets of the Debtor pursuant to Section 363(b) of the Bankruptcy Code.

6. Debtor's Performance Authorized. The Debtor is hereby authorized to enter into and perform its obligations under the Stalking Horse APA, and to take such other actions as may be necessary or desirable to effectuate the terms of the Stalking Horse APA, including providing transition services, if needed, and other instruments or documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Stalking Horse APA, the Sale, or this Order, including, without limitation, deeds, assignments, stock powers, transfers of membership interests and any other instruments of transfer, without further order of the Court. The Debtor is hereby further authorized to take all other actions as may reasonably be requested by the Buyer or otherwise for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to the Buyer's possession any or all of the Acquired Assets and the Assigned Contracts, as may be necessary or appropriate for the Debtor to perform its obligations under the Stalking Horse APA and consummate the Sale, including, without limitation, providing transition services, without further order of the Court.

7. The Debtor is hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents with respect to the Acquired Assets that are necessary or appropriate to effectuate the Stalking Horse APA, the Sale, or this Order, including, as applicable, amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtor may determine are necessary or appropriate.

8. Valid Transfer and Assignment. Effective as of the Closing Date, the sale and assignment of the Assigned Contracts and the Acquired Assets by the Debtor to the Buyer shall

constitute a legal, valid and effective transfer and assignment of the Assigned Contracts and the Acquired Assets, notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title and interest of the Debtor and its respective estate in and to the Assigned Contracts and the Acquired Assets, free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), pursuant to section 363(f) of the Bankruptcy Code.

9. Free and Clear Sale. Except to the extent specifically provided in the Stalking Horse APA, upon the Closing Date, the Debtor shall be, and hereby is, authorized and empowered, pursuant to sections 105, 363(b), 363(f) and 363(k) of the Bankruptcy Code, to sell and transfer to the Buyer the Acquired Assets. The sale and transfer of the Acquired Assets to the Buyer shall vest the Buyer with all right, title and interest of the Debtor in and to the Acquired Assets free and clear of any and all Interests of any person or entity (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), with all such Interests to attach to the net proceeds of the Sale ultimately attributable to the sale of the property on which such holders have an Interest, in the same order of priority, and with the same validity, force and effect that such Interests had prior to the consummation of the Sale, subject to any rights, claims or defenses of the Debtor or its estate. Following the Closing, no holder of any Interest on any of the Acquired Assets shall interfere with the Buyer's use or enjoyment of any of the Acquired Assets based on or related to such Interest or any actions that the Debtor has taken or may take in its chapter 11 case and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale.

10. The provisions of this Order authorizing the sale and transfer of the Acquired

Assets free and clear of Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) shall be self-executing, and neither the Debtor nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate or implement the provisions of this Order. For the avoidance of doubt, on or after the Closing Date, the Debtor and the Buyer shall be authorized, but not directed, to file any such releases, termination statements, assignments, consents or other instruments in any jurisdiction to record the release, discharge and termination of Interests on the Acquired Assets pursuant to the terms of this Order.

11. Direction to Creditors. This Order shall be (a) effective as a determination that, as of the Closing Date, all Interests on the Acquired Assets (except as otherwise expressly assumed under, or expressly permitted by, the Stalking Horse APA) shall be unconditionally released, discharged and terminated as to the Buyer and the Acquired Assets; and (b) binding upon all persons and entities, including all the Debtor's creditors and any holder of an Interest on any of the Acquired Assets, and all such persons and entities are hereby authorized to execute such documents and take all other actions as may be reasonably necessary to release their respective Interests on the Acquired Assets, if any. If any person or entity that has filed a financing statement, mortgage, mechanics lien, *lis pendens* or other document, instrument, notice or agreement evidencing any Interest on the Acquired Assets has not delivered to the Debtor on or before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Acquired Assets, the Debtor and the Buyer are authorized to (x) request that the applicable person or entity execute and file such termination statements, releases, instruments of

satisfaction or other documents with respect to the Acquired Assets, and, to the extent such person or entity fails to do so, execute and file such termination statements, releases, instruments of satisfaction or other documents with respect to the Acquired Assets on behalf of the applicable person or entity, and (y) file, register or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests on the Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every U.S. federal, state, and local government agency, department or office and may be deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every tribal or foreign government agency, department or office.

12. Recording Officers. All filing agents or officers, title agents or companies, recorders of mortgages or deeds, registrars, administrative agencies, governmental units or departments, secretaries of state, governmental officials and all other persons or entities that may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments regarding the Acquired Assets or who may be required to report or insure any title or state of title in or to the Acquired Assets, (collectively, the “Recording Officers”) are hereby authorized to (a) accept any and all documents or instruments necessary and appropriate to consummate the Sale or to record and reflect that the Buyer is the owner of the Acquired Assets free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) and (b) strike all recorded Interests on the Acquired Assets from their records.

13. Direction to Surrender the Acquired Assets. All persons or entities in possession

or control of any of the Acquired Assets, either presently or on or before the Closing Date, are directed to surrender possession or control of the Acquired Assets to the Buyer on the Closing Date.

14. No Successor Liability. The Buyer Related Persons are not and shall not be (a) deemed a “successor” in any respect to the Debtor or estate as a result of the consummation of the Sale or any other event occurring in the Debtor’s chapter 11 case under any theory of law or equity; (b) deemed to have, *de facto* or otherwise, merged or consolidated with or into the Debtor or its estate; (c) deemed to be an alter ego of or have a common identity with the Debtor; (d) deemed to have a continuity of enterprise with the Debtor; (e) be liable for any acts or omissions of the Debtor in connection with the conduct of the Business, or arising under or related to the Acquired Assets, except as expressly provided in the Stalking Horse APA; or (f) deemed to be a continuation or substantial continuation of the Debtor or any enterprise of any of the Debtor, including (with respect to clause (a) through (f) of this paragraph) within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, products liability or other law, doctrine rule or regulation (including any filing requirements under any such laws, rules or regulations) with respect to the Debtor’s liability under such law, doctrine, rule or regulation.

15. Except as expressly provided in the Stalking Horse APA or this Order with respect to the Assumed Liabilities, the Buyer and the Buyer Related Persons shall not assume, nor be deemed to have assumed or in any way be responsible for any Liability or obligation (of any kind, character, or description, whether known or unknown, asserted or unasserted, matured or unmatured, liquidated or unliquidated, disputed or undisputed, accrued or unaccrued, due or to become due, fixed, absolute, contingent or otherwise) of the Debtor or its estate arising or

attributable to periods prior to the Closing Date including, but not limited to, any Excluded Liabilities, any bulk sales law Liability, successor or vicarious Liability, Liability or responsibility for any claim against the Debtor or against any related person or affiliate of the Debtor (including predecessors), or any similar Liability or obligation. The Sale Motion, Sale Notice and Notice of Successful Bidder contain sufficient notice of such limitation in accordance with applicable law. Except for the Buyer's assumption of the Assumed Liabilities pursuant to the Stalking Horse APA and this Order and claims brought by the Debtor to enforce the express terms of the Stalking Horse APA and this Order, the transfer of the Acquired Assets and the Assigned Contracts to the Buyer under the Stalking Horse APA will not result in (a) any Buyer Related Person having any Liability or obligation for any claim made against the Debtor (or its respective affiliates, together with its respective predecessors, successors, assigns, members, partners, officers, directors, principals or direct or indirect equity holders), including without limitation in respect of the Excluded Liabilities, nor in any such liability or obligation attaching to the Acquired Assets; (b) any Buyer Related Person having any Liability or obligation with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff, recoupment or otherwise, directly or indirectly, any Interests or Excluded Liabilities, nor in any such liability or obligation attaching to the Acquired Assets; or (c) any Buyer Related Person having any liability or obligation to the Debtor.

16. Except with respect to Assumed Liabilities, effective upon the Closing Date, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against any Buyer Related Person or their assets (including the Acquired Assets) with respect to any (a) Interest in the Acquired Assets or (b) successor,

transferee, vicarious or other similar liability or theory of liability, including (i) commencing or continuing any action or other proceeding pending or threatened, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Order or other orders of the Court or the agreements or actions contemplated or taken in respect hereof or thereof; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Interest; (iv) asserting any setoff, right of subrogation or recoupment of any kind; or (v) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

17. Sale Proceeds; Payment of Certain Indebtedness. On the Closing Date, the Debtor shall pay all of the accrued but unpaid reasonable and documented fees and expenses incurred by the DIP Parties or the Prepetition Senior Secured Parties as provided in the Final DIP Order and subject to the procedures in the Final DIP Order. Nothing in this Order shall limit the rights of the Prepetition Senior Secured Parties or the DIP Parties under the Final DIP Order.

18. Assumption and Assignment of Assigned Contracts. Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing of the Sale, the Debtor's assumption and assignment of the Assigned Contracts to the Buyer free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) pursuant to the terms of the Stalking Horse APA, as modified by the terms of any amendments reached by the Buyer and the respective counterparty, is hereby approved, and the requirements of sections 365(b) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Upon the Debtor's assumption and assignment of the Assigned Contracts to the Buyer, each applicable

counterparty shall be forever barred, estopped and permanently enjoined from raising or asserting against the Debtor, the Buyer or its respective property, any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, known or unknown, liquidated or unliquidated senior or subordinate), counterclaim, defense, setoff or any other matter arising under or out of, in connection with or in any way related to, the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing. Upon the Debtor's assumption and assignment of the Assigned Contracts to the Buyer, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtor in and to the Assigned Contracts and the Assigned Contracts shall be deemed to be valid and binding and in full force and effect and enforceable in accordance with their terms. The Debtor's assumption and assignment of the Assigned Contracts to the Buyer shall not constitute a default under or a termination of any Contract.

19. Cure Obligations. Any defaults or other obligations under the Assigned Contracts shall be deemed cured by the Buyer's payment or other satisfaction of the cure amounts, if any, associated with the Assigned Contracts (the "Cure Costs").

20. Cure Objections. Except as provided herein, all objections to the Debtor's calculation of Cure Costs with respect to any of the Assigned Contracts (each such objection, a "Cure Objection") have been overruled, withdrawn, waived, settled or otherwise resolved. Any Cure Objections as to applicable Cure Costs that have not been resolved by the parties may be heard at a later date as set by the Court. The pendency of a dispute relating to a particular Contract shall not prevent or delay the assumption or assignment of any other Contract or the Closing of the Sale.

21. Adequate Assurance. The Buyer has provided adequate assurance of future performance under the Assigned Contracts within the meaning of sections 365(b) and 365(f)(2)(B) of the Bankruptcy Code. Any Adequate Assurance Objections that have not been withdrawn, waived or settled and all reservations of rights included in such objections are hereby overruled on the merits with prejudice. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the Debtor's assumption and assignment of the Assigned Contracts to the Buyer have been satisfied.

22. Anti-Assignment Provisions Unenforceable. No section or provision of any Assigned Contract that purports to (a) prohibit, restrict or condition the assignment of an Assigned Contract, including, but not limited to, the conditioning of such assignment on the consent of any counterparty to such Assigned Contract; (b) authorize the termination, cancellation or modification of an Assigned Contract based on the filing of a bankruptcy case, the financial condition of the Debtor or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the Debtor; or (d) provide for additional payments, profit sharing, penalties, conditions, renewals, extensions, charges or other financial accommodations in favor of the counterparty to an Assigned Contract, or modification of any term or condition upon the assignment of a contract or the occurrence of the conditions set forth in subsection (b) above, shall have any force or effect, and any such section or provision constitutes an unenforceable anti-assignment provision under section 365(f) or 365(l), as applicable, of the Bankruptcy Code or is otherwise unenforceable under section 365(e) of the Bankruptcy Code.

23. No Fees for Assumption and Assignment. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Buyer, its successors or assigns, or the

Debtor as a result of the assumption and assignment of the Assigned Contracts.

24. Direction to Contract Counterparties. All counterparties to Assigned Contracts assigned to the Buyer in accordance with the terms of this Order and the Stalking Horse APA shall cooperate with, and expeditiously execute and deliver upon, any reasonable request of the Buyer, and shall not charge the Buyer for any instruments, applications, consents or other documents that may be required or requested by any governmental unit or other public or quasi-public authority or other party to effectuate the applicable transfers in connection with the Debtor's assumption and assignment of the Assigned Contracts to the Buyer; *provided, however*, that the foregoing shall not prejudice the rights of any counterparties to: (a) contracts subject to ongoing dispute or (b) any potential Assigned Contracts who receive a Supplemental Assumption Notice to object in accordance with the procedures approved pursuant to the Bid Procedures Order.

25. Modification of Assigned Contracts List. The rights of the Buyer to modify the list of Assigned Contracts after the date of this Order as set forth in the Stalking Horse APA or herein is approved. By written notice to the Debtor, the Buyer may, in its sole and absolute discretion, amend or revise Schedule 2.1(d) at any time prior to the Closing Date in accordance with the Stalking Horse APA to: (i) designate an Executory Contract as an Excluded Contract, and upon such designation such Executory Contract will constitute an Excluded Asset, and (ii) designate an Executory Contract as an Assigned Contract and upon such designation such Executory Contract will constitute an Acquired Asset and will be conveyed to Buyer effective as of at Closing without further order of the Court. In the event an Executory Contract is subject to a cure dispute or other dispute as to the assumption or assignment of such Executory Contract that has not been resolved to the mutual satisfaction of Buyer and Seller prior to the Designation

Deadline, then the Designation Deadline shall be extended (but only with respect to such Executory Contract and only while Buyer pays the ordinary course costs and expenses arising in connection with such Executory Contract) to no later than the earlier of (A) the date on which such dispute has been resolved to the mutual satisfaction of Buyer and the Debtor, (B) sixty (60) days following the Closing Date, and (C) the date on which such Executory Contract is no longer permitted to be assumed or assigned or deemed rejected pursuant to 11 U.S.C. § 365(d)(2) or (4) (the “Extended Contract Period”). If such Executory Contract is not expressly assumed by Buyer in writing by the end of such Extended Contract Period, such Executory Contract shall be automatically deemed an Excluded Contract

26. Within two (2) business days of the Closing, the Debtor shall file a notice of the Closing, attaching the list of the Assigned Contracts assumed and assigned to the Buyer effective as of the Closing Date (the “Final Assumption Notice”).

27. If it is discovered that a Contract should have been listed on Schedule 2.1(e) but was omitted therefrom (an “Omitted Contract”), the Debtor shall, promptly following discovery thereof (but in no event later than five (5) Business Days after such discovery), (x) notify Buyer in writing of such Omitted Contract and the corresponding estimated Cure Costs related thereto (if any) and (y) if requested by the Buyer in writing (email to suffice), either file a supplemental contract assumption notice as set forth in the Bidding Procedures Order or file a motion with the Court on notice to the counterparties to such Omitted Contract seeking entry of an Order fixing the Cure Costs and approving the assumption and assignment of such Omitted Contract in accordance with Section 2.5 of the Stalking Horse APA (provided that no Omitted Contract shall be assumed by and assigned to Buyer unless such Omitted Contract shall be accepted at such time in writing (email to suffice) by Buyer as an Assigned Contract). With respect to each

Assigned Contract, Buyer shall, upon request from the applicable counterparty to such Assigned Contract, provide adequate assurance of the future performance of such Assigned Contract to the applicable counterparty to such Assigned Contract.

28. Licenses and Permits. To the extent provided in the Stalking Horse APA and available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration and any other governmental authorization or approval of the Debtor with respect to the Acquired Assets and the Assigned Contracts, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date. To the extent any license or permit necessary for the operation of the Acquired Assets is determined not to be an executory contract that may be assumed and assigned under section 365 of the Bankruptcy Code, the Buyer shall apply for and obtain any necessary license or permit promptly after the Closing Date, and such license or permit of the Debtor shall remain in place for the Buyer's benefit until a new license or permit is obtained (or, in the case of licenses or permits of the Debtor of which the assignment to Buyer is pending as of the Closing Date (whether pursuant to a notice period that has not expired as of the Closing Date or a required consent from an applicable governmental authority that has not been received as of the Closing Date), shall transfer to Buyer upon the expiration of such notice period or the receipt of such consent).

29. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred or conveyed to the Buyer on account of the filing or pendency of this chapter 11 case or the consummation of the Sale.

30. Good-Faith Purchaser. The Buyer is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all of the protections afforded thereby.

31. Section 363(n) of the Bankruptcy Code. The Sale approved by this Sale Order and the Stalking Horse APA is not subject to avoidance or any recovery of damages pursuant to section 363(n) of the Bankruptcy Code.

32. Bulk Sales. No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction shall apply in any way to the Sale.

33. Amendments. The Stalking Horse APA and any related agreements may be amended, supplemented or otherwise modified by the parties thereto and in accordance with the terms thereof, without further action or order of the Court; *provided, that*, any such amendment, supplement or modification shall not have a material adverse effect on the Debtor's estate.

34. Binding Order. This Order and the Stalking Horse APA shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtor and the Buyer, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtor's estate or any trustee appointed in a chapter 7 case of the Debtor if this chapter 11 case is converted to a case under chapter 7, all creditors of the Debtor (whether known or unknown), all counterparties to any Assigned Contracts and all Recording Officers. Neither the Sale nor the Stalking Horse APA shall be subject to rejection or avoidance under any circumstances. This Order and the Stalking Horse APA shall inure to the benefit of the Debtor, its estate, its creditors, the Buyer and its respective successors and assigns.

35. Allocation of Consideration. Except as provided in the Stalking Horse APA or this Order, all rights of the Debtor's estate with respect to the allocation of consideration received from

the Buyer in connection with the Sale (including, without limitation, the value of the assumption of the Assumed Liabilities) are expressly reserved for later determination by the Court.

36. Resolution of Committee Objections. Notwithstanding anything to the contrary herein or in the Stalking Horse APA, the Assumed Liabilities under the Stalking Horse APA shall be no less than [REDACTED]. In addition to the Assumed Liabilities, the Buyer shall also assume professional fees and expenses of the Bank of New York Mellon Trust Company, N.A., in its capacity as trustee of the 2025 Convertible Notes, incurred prior to February 26, 2025 and in an amount not to exceed [REDACTED].

37. Oracle Reservation. Oracle's *Limited Objection to and Reservation of Rights Regarding Debtors' Sale Motion, and Related Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with the Sale of Substantially All Assets* [Docket No. 139] (the "Oracle Objection") is adjourned to the next omnibus hearing. Pending resolution of the Oracle Objection, as to which Oracle reserves all rights, and notwithstanding anything to the contrary contained in this Order or the Stalking Horse APA, no contract between the Debtor and Oracle America, Inc., or its affiliates ("Oracle") shall be assumed, assigned, or otherwise transferred to the Buyer nor shall the Buyer be allowed access to Oracle's licensed software, including on a transitional basis, or otherwise, absent a separate agreement with Oracle or following further order of the Court.

38. Failure to Specify Provisions; Conflicts. The failure specifically to include or mention any particular provision of the Stalking Horse APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Debtor and the Buyer that the Stalking Horse APA be authorized and approved in its entirety, including any amendments thereto

as may be made by the parties thereto in accordance with the terms thereof and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

39. Further Assurances. From time to time, as and when requested, all parties to the Sale shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to consummate the Sale, including such actions as may be necessary to vest, perfect, confirm, record or otherwise in the Buyer its right, title and interest in and to the Acquired Assets and the Assigned Contracts.

40. Automatic Stay. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to the extent necessary, without further order of the Court, to allow the Buyer to deliver any notice provided for in the Stalking Horse APA and to take any and all actions permitted or required under the Stalking Horse APA in accordance with the terms and conditions thereof.

41. No Stay of Order. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062 and any applicable Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry. The provisions of this Order shall be self-executing. Time is of the essence in implementing the Stalking Horse APA and Closing the Sale.

42. Governing Terms. To the extent there is any inconsistency between the terms of this Order and the terms of the Stalking Horse APA, the terms of this Order shall govern.

43. Retention of Jurisdiction. This Court shall retain exclusive jurisdiction to (a) interpret, implement and enforce the terms and provisions of this Order and the Stalking Horse APA, including all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith; and (b) decide any issues or disputes concerning or

related to this Order, the Stalking Horse APA or the rights and duties of the parties hereunder or thereunder, including the interpretation of the terms, conditions and provisions hereof and thereof, and the status, nature and extent of the Acquired Assets and the Assigned Contracts; *provided that* notwithstanding anything to the contrary contained in this Order, nothing herein alters or impacts any party-in-interest's rights with respect to which judicial forum is the appropriate judicial forum for a lawsuit or proceeding arising under the Prepetition Documents (as defined in the Final DIP Order).

44. The Debtor is authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

Dated: February 27th, 2025
Wilmington, Delaware



BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE