**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	Chapter 11
	)	
ALEON METALS, LLC, *et al.*,[1]	)	Case No. 25-90305 (CML)
	)	
Debtors.	)	(Jointly Administered)
	)	
		Re: Docket Nos. 11, 79, and 88

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

Upon the motion (the "***Motion***")[2] of the above-captioned debtors and debtors in possession (collectively, the "***Debtors***") for entry of an order (this "***Sale Order***") authorizing: (a) the sale (the "***Sale***") of substantially all of the Debtors' assets free and clear of all liens, claims, encumbrances, and interests on the terms set forth in that certain asset purchase agreement by and among AM BidCo Operations LLC (the "***Purchaser***") and the Debtors, attached hereto as Exhibit A (such agreement, as may be amended from time to time, the "***APA***"); (b) the assumption and assignment of certain executory contracts and unexpired leases to the Purchaser in connection with the APA; and (c) granting related relief; and this Court having previously entered the bidding procedures order on August 22, 2025 (the "***Bidding Procedures Order***") [Docket Nos. 79 and 88],[3]

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1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Aleon Metals, LLC (1610); Aleon Renewable Metals, LLC (9215); and Gladieux Metals Recycling, LLC (6057). The location of the Debtors' service address is: P.O. Box 2290, 302 Midway Road, Freeport, TX 77542.

2 Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Motion, the Bidding Procedures Order (as defined below), or the APA (as defined below), as applicable.

3 This Court entered a corrected version of the Bidding Procedures Order on August 26, 2025. On September 15, 2025, the Debtors filed the *Notice of Extension of Certain Sale-Related Dates and Sale Hearing* [Docket No.

authorizing and approving, among other things, bidding procedures for the sale of the Debtors' assets (the "***Bidding Procedures***"), the assumption and assignment procedures (the "***Assumption and Assignment Procedures***"), the Sale Notice, the Cure Notice, the *Notice of Successful Bidder and Cancellation of Auction* [Docket No. 185] (the "***Notice of Successful Bidder***"), and authorizing the Debtors to enter into the APA and approving the Expense Reimbursement; and the Purchaser having been chosen as the Successful Bidder (as defined in the Bidding Procedures Order) for the Purchased Assets; and the Debtors having agreed, among other things, to sell the Purchased Assets to the Purchaser, including assuming and assigning certain executory contracts and unexpired leases to the Purchaser (the "***Assigned Contracts***") on the terms and conditions set forth in the APA (collectively, the "***Sale Transaction***," and any ancillary documents executed in connection therewith, the "***Transaction Documents***"); and no other Qualified Bids having been received in accordance with the terms of the Bidding Procedures and the Bidding Procedures Order and, thus, the Auction was cancelled; and the Debtors having filed the Notice of Successful Bidder announcing the Purchaser as the highest or otherwise best bidder for the Purchased Assets pursuant to the APA; and this Court having conducted a hearing on October 8, 2025 to consider approval of the Sale Transaction (the "***Sale Hearing***") in accordance with the Bidding Procedures Order, at which time all interested parties were offered an opportunity to be heard with respect to the Sale Transaction; and this Court having reviewed and considered (i) the Motion and the exhibits thereto, (ii) the Bidding Procedures Order, (iii) the APA, (iv) the First Day Declaration, (v) the Morgner Declaration, (vi) the objections and other responses to the proposed Sale Transaction, (vii) the *Declaration of Roy Gallagher in Support of the Sale of the Debtors' Assets to the Purchaser*

129]. All dates approved under the Bidding Procedures Order referred to herein shall be as extended pursuant to the foregoing notice.

[Docket No. 213], (viii) the *Declaration of Paul Shin in Support of the Sale of the Debtors' Assets to the Purchaser* [Docket No. 212], (ix) the *Declaration of Michael G. Slade in Support of Adequate Assurance of Future Performance of Assumed Contracts by AM BidCo Operations LLC* [Docket No. 205]; and (x) the arguments and representations of counsel made, and the evidence proffered or adduced at the Sale Hearing; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference to Bankruptcy Judges* from the United States District Court for the Southern District of Texas, entered May 24, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it 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 having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein, and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY FOUND THAT:**

A. Jurisdiction and Venue. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b). This Court may enter a final order with respect to the Motion, the Sale Transaction, and all related relief, in each case, consistent with Article III of the United States Constitution.

B. Findings and Conclusions. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, 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. All findings of fact and conclusions of law announced by this Court at the Sale Hearing are hereby incorporated herein to the extent not inconsistent herewith.

C. Bases for Relief. The statutory and other legal bases for the relief provided herein are sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101—1532 (the "***Bankruptcy Code***"), and rules 2002, 6004, 6006(a), 9007, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the "***Bankruptcy Rules***"), and rules 4002-1(e) and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "***Local Rules***"). The consummation of the Sale Transaction contemplated by the Motion, the APA, and this Sale Order, and the assumption of the Assigned Contracts are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and the Debtors and the Purchaser have complied with all of the applicable requirements of such sections and rules with respect to such transactions.

D. Final Order. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, expressly directs that this Sale Order be effective immediately upon entry, and waives any stay of execution or implementation of this Sale

Order. In the absence of a stay pending appeal, the Purchaser being a good faith purchaser under section 363(m) of the Bankruptcy Code may close the Sale contemplated by the APA at any time after the entry of this Sale Order and shall not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

E. Notice. As evidenced by the affidavits or certificates of service and publication notice filed with this Court, proper, sufficient, and timely notice of the Motion, the Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the Sale Hearing, the assumption and assignment of the Assigned Contracts to the Purchaser pursuant to the APA, the Cure Costs, the Sale Hearing, and all deadlines related thereto, have been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014, Local Rules 2002-1 and 4002-1, in compliance with the Bidding Procedures Order, to all interested persons and entities, including, but not limited to, the following: (i) Arnold & Porter Kaye Scholer LLP, counsel to the Purchaser and the DIP Agent; (ii) Gray Reed, proposed counsel to the Committee; (iii) the Texas Commission on Environmental Quality ("***TCEQ***"); (iv) the United States Trustee for the Southern District of Texas; (v) all counterparties to the Assumed Contracts; (vi) all persons and entities known by the Debtors to have asserted any lien, claim, encumbrance, or other interest in any Purchased Assets; (vii) all affected federal, state, and local regulatory and taxing authorities; (viii) all persons or entities known by the Debtors and their advisors to have recently expressed an interest in a transaction with respect to any of the Purchased Assets; (ix) all of the Debtors' known creditors (for whom identifiable information and addresses are available to the Debtors); and (x) all parties that have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002. The notices described above are good, sufficient, and appropriate under the circumstances, and no further or other notice of the APA, the Sale, and the Sale Hearing is or shall be required. The disclosures made by the Debtors concerning the APA, the Sale, and the Sale Hearing are similarly complete and accurate. The requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

F. All interested parties have been provided with timely and proper notice of the identity of the Purchaser, the terms of the APA, the Sale, and the relevant deadlines related thereto, in accordance with the requirements of the Bidding Procedures Order.

G. The Sale Notice, substantially in the form attached to the Bidding Procedures Order as Exhibit 2, was (i) published on the Debtors' case website; and (ii) served on all parties required to receive such notice under the Bidding Procedures Order and applicable rules, as reflected in the affidavit of publication filed on August 26, 2025 [Docket No. 84], in accordance with the Bidding Procedures Order. The Sale Notice was sufficient and proper notice to any other interested parties, including those parties whose identities were unknown to the Debtors. Service of the Sale Notice was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of any proposed Sale Transaction and the Bidding Procedures and the dates and deadlines related thereto. With respect to any parties that may have claims against the Debtors, but whose identities are not reasonably ascertainable by the Debtors, the publication of the Sale Notice was sufficient and reasonably calculated under the circumstances to reach such parties.

H. The Debtors filed and served the Cure Notice [Docket No. 170], which identified, among other things, the Cure Costs for each of the Contract Counterparties to the Assigned Contracts. The service of the Cure Notice was good, sufficient, and appropriate under the circumstances, and fully compliant with the Bidding Procedures Order. Subject to the filing of any Supplemental Cure Notice (as applicable), no further notice need be provided in connection with the Debtors' assumption and assignment to the Purchaser of the Assigned Contracts, including with respect to adequate assurance of future performance or the Cure Costs. The Bidding Procedures Order provides all Contract Counterparties to the Assigned Contracts listed on the Cure Notice with an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Cure Costs (including by raising any objections related to the adequate assurance of future performance or whether applicable law excuses the Contract Counterparty from accepting performance by, or rendering performance to, the Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code).

I. In accordance with the Bidding Procedures Order and applicable rules, the Debtors filed the Notice of Successful Bidder with this Court, served it on all parties that received notice of the Motion, and published it on their case website. Publication of the Notice of Successful Bidder was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Successful Bidder and the identity of the Purchaser.

J. The notices described in the foregoing paragraphs E-I are good, sufficient, and appropriate under the circumstances, and no other or further notice of the Bidding Procedures, the Sale, the assumption and assignment of the Assigned Contracts specified as of the date hereof to the Purchaser pursuant to the APA, the Cure Costs, the Sale Hearing, and all deadlines related thereto is or shall be required.

K. <u>Compliance with Bidding Procedures</u>. On August 22, 2025, this Court entered the Bidding Procedures Order approving, among other things, the Bidding Procedures for the sale of the Purchased Assets and the Assumption and Assignment Procedures for the related assumption and assignment of the Assigned Contracts. The Bidding Procedures provided a full, fair, and reasonable opportunity for any person or entity to make an offer to purchase the Purchased Assets.

The Debtors and the Purchaser complied with the Bidding Procedures and the Bidding Procedures Order in all respects. The Purchaser subjected its bid to competitive bidding in accordance with the Bidding Procedures and the Bidding Procedures Order.

L. Successful Bidder. The Purchaser's Qualified Bid was the only Qualified Bid received by the Bid Deadline. The Debtors determined, in their reasonable business judgment and in a manner consistent with their fiduciary duties, to cancel the Auction, and on October 1, 2025, the Debtors filed the Notice of Successful Bidder identifying the Purchaser as the Successful Bidder.

M. Sale Process. The Sale of the Purchased Assets to the Purchaser pursuant to the Bidding Procedures is duly authorized under sections 363(b)(1) and 363(f) of the Bankruptcy Code, Bankruptcy Rule 6004(f), and Local Rules 2002-1 and 4002-1. The Debtors have conducted all aspects of the sale process in good faith and in compliance with the Bidding Procedures, the Bidding Procedures Order, and applicable law. The Bidding Procedures were hereby duly noticed, substantively and procedurally fair to all parties and all potential bidders, were the result of arm's-length negotiations, and conducted in a diligent, non-collusive, fair, and good-faith manner.

N. The Bid Deadline passed at 4:00 p.m. (prevailing Central time) on September 29, 2025, pursuant to the Bidding Procedures and the Bidding Procedures Order. The Debtors received no Bids other than the Stalking Horse Bid on or before the Bid Deadline. As established by the record of the Sale Hearing, the bidding and related procedures established by the Bidding Procedures Order have been complied with in all material respects by the Debtors and the Purchaser. The Debtors and their professionals adequately marketed the Purchased Assets and conducted the marketing and sale process. The Bidding Procedures afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to acquire the Purchased Assets, and, as of the date hereof, the APA constitutes the best or otherwise higher offer for the Purchased Assets, and the Purchaser's purchase of the Purchased Assets will be effectuated on a commercially reasonable basis.

O. Credit Bid. Pursuant to the Bidding Procedures and applicable law, including sections 363(b) and 363(k) of the Bankruptcy Code, and in accordance with the Final DIP Order[4] and a written direction letter to the DIP Agent by the Required Lenders under the DIP Credit Agreement, the DIP Agent was validly authorized and directed to assign to AM BidCo Holdings LLC, which then assigned to its wholly-owned subsidiary, Purchaser: (i) all of the liens and security interests granted in favor of the DIP Agent on the Purchased Assets that secure the DIP Obligations, and (ii) all rights of the DIP Agent to credit bid the Credit Bid Amount on behalf of the DIP Lenders as consideration for the purchase of the Purchased Assets pursuant to the APA. No additional or further evidence of the Purchaser's ability to include the Credit Bid as consideration for the Sale Transaction pursuant to the APA is required. The Credit Bid, plus the cash consideration and the assumption of the Assumed Liabilities, was a valid and proper offer pursuant to the Bidding Procedures, the Bidding Procedures Order, and sections 363(b) and 363(k) of the Bankruptcy Code. There is no cause to limit the amount of the Credit Bid pursuant to section 363(k) of the Bankruptcy Code. Upon the Closing, consummation of the Credit Bid shall fully discharge any and all DIP Obligations outstanding under the DIP Documents.

P. Extensive Efforts by the Debtors. Pursuant to the Bidding Procedures, the Debtors, with the assistance of their counsel, investment banker and other advisors, conducted extensive

[4] "***Final DIP Order***" means the *Final Order (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims, and (B) Adequate Protection to the Prepetition Secured Parties; (III) Authorizing the Use of Cash Collateral; (IV) Modifying the Automatic Stay; and (V) Granting Related Relief* entered by this Court on September 16, 2025 [Docket No. 132]. Capitalized terms used in this Credit Bid section but not otherwise defined herein shall have the meanings ascribed to such terms in the Final DIP Order.

marketing efforts for the Purchased Assets, contacting 107 potential bidders for a sale of all or substantially all of the Debtors' assets. The Sale Transaction contemplated by the APA is the result of the Debtors' extensive efforts in seeking to maximize recoveries for the benefit of their stakeholders.

Q. Validity of Transfer. The transfer of the Purchased Assets to the Purchaser will be a legal, valid, effective, and enforceable sale and transfer of the Purchased Assets, and will vest the Purchaser with all legal, equitable, and beneficial right, title, and interest of the Debtors in and to the Purchased Assets, free and clear of all Liens, Claims, and Interests (each as defined herein) (other than Permitted Post-Closing Encumbrances and Assumed Liabilities). The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) thereof, and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

R. Corporate Authority. The Purchased Assets constitute property of the Debtors' estates and good title thereto is vested in the Debtors' estates within the meaning of section 541 of the Bankruptcy Code. The Debtors are the sole and lawful owners of the Purchased Assets. Subject to entry of this Sale Order, the Debtors (i) have full corporate or other organizational power and authority to execute and deliver the APA and all other Transaction Documents, and the Sale to the Purchaser has been duly and validly authorized by all necessary corporate or other organizational action; (ii) have all of the corporate or other organizational power and authority necessary to consummate the transactions contemplated by the APA, including, without limitation, the Sale Transaction; (iii) have taken all corporate or other organizational action necessary to authorize and approve the APA and consummate all of the transactions contemplated thereby, including, without limitation, the Sale Transaction; and (iv) require no consents or approvals, other than those expressly set forth in the APA, to consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction. The transfer of the Purchased Assets to the Purchaser will be a legal, valid, and effective sale and transfer of the Purchased Assets and, except as provided in the APA or this Sale Order, will vest the Purchaser with all right, good title, and interest of the Debtors to the Purchased Assets free and clear of all Liens, Claims, and Interests (other than Permitted Post-Closing Encumbrances and Assumed Liabilities).

S. The APA and the other Transaction Documents have been validly executed and delivered by the Debtors and shall constitute legal, valid and binding obligations of the Debtors, enforceable against the Debtors in accordance with their terms. The Transaction Documents, the Sale itself, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond), the Debtors, their estates, and any chapter 7 or chapter 11 trustee appointed in these chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other person or entity.

T. No Fraudulent Transfer. Neither the Debtors nor the Purchaser entered into the APA or the transactions thereunder with fraudulent intent or for purposes of hindering, delaying, or defrauding creditors under the Bankruptcy Code or the laws of the United States, any state, territory, or possession, including Puerto Rico and the District of Columbia—including, but not limited to, statutes or common law doctrines governing fraudulent conveyance and fraudulent transfer claims.

U. The Debtors are the sole and lawful owner of the Purchased Assets. In accordance with section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets to the Purchaser pursuant to the APA and this Sale Order shall constitute, as of the Closing Date, a legal, valid, binding and effective transfer of the Purchased Assets, which transfer vests or will vest the Purchaser with all right, title, and interest of the Debtors in the Purchased Assets free and clear of all Liens, Claims, and Interests (other than Permitted Post-Closing Encumbrances and Assumed Liabilities). The consideration provided by the Purchaser for the Purchased Assets pursuant to the APA (i) is fair and reasonable, (ii) is the highest and best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtors' creditors and estates than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, and each state, territory, and possession, including Puerto Rico and the District of Columbia.

V. Business Judgment. Good and sufficient reasons for approval of the APA and the transactions to be consummated in connection therewith and hereunder have been articulated because the APA and the other Transaction Documents (i) constitute the highest or otherwise best offer received by the Debtors for the Purchased Assets; (ii) are fair and reasonable; and (iii) entry into the APA and the other Transaction Documents and consummation of the Sale Transaction is in the best interests of the Debtors and their estates, their creditors, and other parties in interest. The Debtors have demonstrated compelling circumstances for the Sale outside (i) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, and (ii) a plan of reorganization or liquidation (as the case may be), in that, among other things, the immediate consummation of the Sale is necessary and appropriate to preserve and to maximize the value of the Debtors' estates.

W. Consistent with their fiduciary duties, the Debtors have demonstrated good, sufficient and sound business reasons and justifications for entering into the Sale Transaction and the performance of their obligations under the APA and the other Transaction Documents, including, but not limited to, the fact that (i) the total cash and non-cash consideration provided by the Purchaser for the Purchased Assets as reflected in the APA is the highest or otherwise best offer for the Purchased Assets; (ii) the consideration provided by the Purchaser under the APA will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative, including a liquidation of the Purchased Assets; (iii) there is a substantial risk of depreciation of the value of the Purchased Assets if the Sale Transaction is not consummated promptly; (iv) the Sale Transaction contemplated by the APA presents the best opportunity to maximize the value of the Debtors' estates; and (v) unless the Sale Transaction is concluded expeditiously as provided for in the Motion and pursuant to the APA, creditor recoveries will be diminished.

X. No *Sub Rosa* Plan. The Sale of the Purchased Assets pursuant to the APA and the other Transaction Documents neither impermissibly restructures the rights of the Debtors' creditors or equity holders nor impermissibly dictates the terms of a chapter 11 plan of the Debtors. The APA and the Sale do not constitute a *sub rosa* chapter 11 plan.

Y. Satisfaction of Bankruptcy Code Requirements. The consummation of the Sale and the assumption and assignment of the Assigned Contracts are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363, and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale and the transactions contemplated thereby.

Z. Highest or Otherwise Best Offer. The Debtors conducted the bidding process in accordance with, and have otherwise complied in all material respects with, the Bidding Procedures and the Bidding Procedures Order. The Bidding Procedures afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Purchased Assets. The Bidding Procedures were duly noticed and the Sale was conducted in a non-collusive, fair, and good-faith manner. The Sale Transaction contemplated by the APA and the other Transaction Documents constitutes the highest or otherwise best offer for the Purchased Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the Sale Transaction contemplated by the APA and the other Transaction Documents constitutes the highest or otherwise best offer for the Purchased Assets is a valid and sound exercise of their fiduciary duties and constitutes a valid and sound exercise of the Debtors' business judgment.

AA. Consideration. The consideration provided by the Purchaser pursuant to the APA, the other Transaction Documents, and this Sale Order (i) was negotiated at arm's-length; (ii) is fair and reasonable; (iii) is the highest or otherwise best offer for the Purchased Assets; (iv) was effectuated on a commercially reasonable basis; and (v) constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code) under the laws of the United States, any state, territory, or possession, including Puerto Rico and the District of Columbia.

BB. Purchaser. On the terms and subject to the conditions contained in the APA, the Purchaser agreed to provide, as aggregate consideration for the Purchased Assets (the "***Purchase Price***"), comprising: (i) the credit bid in the amount of the Credit Bid Amount; (ii) an amount in cash equal to the Cash Consideration; and (iii) the assumption of the Assumed Liabilities, including payment of the Assumed Cure Costs payable pursuant to Section 2.7(a) of the APA. The Purchaser, as assignee and transferee of the Credit Bid from the DIP Agent, has the right under section 363(k) of the Bankruptcy Code, and was authorized by the Bidding Procedures Order and the Final DIP Order, to credit bid up to the full amount of the DIP Obligations. For the avoidance of doubt, the Credit Bid Amount is valid and proper consideration pursuant to sections 363(b) and 363(k) of the Bankruptcy Code, the Bidding Procedures Order, and the Final DIP Order.

CC. The allocation of the Purchase Price, determined in accordance with the APA, is valid and enforceable for all purposes. The Purchaser's and the Debtors' allocations of the Purchase Price are the good faith determination of the value thereof.

DD. <u>No Successor or Other Derivative Liability</u>. Except as otherwise expressly provided herein, upon Closing, the Purchaser shall not have any liability (including, but not limited to, any successor liability) or other obligation of any of the Debtors, including any liability or obligation arising under or related to the sale and transfer of the Purchased Assets to the Purchaser or with respect to the Excluded Liabilities, other than the Assumed Liabilities. In connection with the consummation of the Sale Transaction contemplated under the APA and the other Transaction Documents: (i) the Purchaser will not be a continuation of any Debtor and its respective estate, there will not be substantial continuity between the Purchaser and the Debtors, nor continuity of enterprise between the Debtors and the Purchaser; (ii) the Purchaser will not be holding itself out to the public as a continuation of the Debtors or their respective estates; (iii) the Sale Transaction does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtors and/or their estates; and (iv) the Purchaser is not and shall not be a successor or assignee of the Debtors or their estates for any purpose, including, but not limited to, under any federal, state, or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, unemployment, compensation, environmental, escheat or unclaimed property laws, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation, or doctrine, and the Purchaser shall have no liability or obligation under the Comprehensive Environmental Response Compensation and Liability Act and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. § 1981), the Worker Adjustment and Retraining Notification Act, the Multiemployer Pension Protection Act, the Pension Protection Act, and/or the Fair Labor Standards Act. Except for the Assumed Liabilities, (1) the transfer of the Purchased Assets to the Purchaser and (2) the assumption and assignment to the Purchaser of the Assigned Contracts does not and will not subject the Purchaser to any liability whatsoever with respect to the operation of the Debtors' business before the Closing Date or by reason of such transfer under the laws of the United States, any state, territory (including, for the avoidance of doubt, Puerto Rico), or possession thereof, or the District of Columbia, based on, in whole or in part, directly or indirectly, any theory of law or equity including, without limitation, any theory of antitrust or successor or transferee liability. The Purchaser would not have acquired the Purchased Assets but for the foregoing protections against potential claims based upon "successor liability" theories.

EE. Opportunity to Object. A reasonable opportunity to object or be heard with respect to the Sale, the assumption and assignment of the Assigned Contracts specified as of the date hereof to the Purchaser pursuant to the APA, the Cure Costs, the Sale Hearing, and all deadlines related thereto has been afforded to all interested persons and entities.

FF. Good Faith Purchaser. The Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby, including in the event this Sale Order or any portion thereof is reversed or modified on appeal. The Purchaser has proceeded in good faith in all respects in connection with the Sale Transaction specifically and these chapter 11 cases generally. In particular: (i) the Purchaser recognizes that the Debtors were free to deal with any other party interested in purchasing the Purchased Assets; (ii) neither the Purchaser nor any of its affiliates, members, managers, partners, officers, directors, principals, professionals, or shareholders in any way induced or caused the chapter 11 filings by the Debtors; (iii) neither the Purchaser nor any of its affiliates, members, managers, partners, officers, directors, principals, professionals, or shareholders have violated section 363(n) of the Bankruptcy Code by any action or inaction; (iv) the Purchaser agreed to subject its bid to the competitive bid procedures approved by the Bidding Procedures Order; (v) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been adequately disclosed; and (vi) neither the Purchaser nor any of its affiliates, members, managers, partners, officers, directors, principals, professionals, or shareholders have acted in a collusive manner with any person.

GG. Neither the Purchaser nor any affiliates, members, managers, officers, directors, shareholders, or any of its or their respective successors or assigns is an "insider" or "affiliate" of any of the Debtors, as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code. The Purchaser's professionals, agents, and other representatives have complied in all respects with the Bidding Procedures Order and all other applicable orders of this Court in negotiating and entering into the APA and the other Transaction Documents. The APA and the other Transaction Documents comply with the Bidding Procedures Order and all other applicable orders of this Court. The Purchaser is therefore entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code.

HH. Arm's-Length Sale. The sale process engaged in by the Debtors and the Purchaser was conducted in accordance with the Bidding Procedures and the Bidding Procedures Order. The APA and the other Transaction Documents were negotiated, proposed, and entered into by the Debtors and the Purchaser, their management and respective boards of directors or equivalent governing bodies, officers, directors, agents, employees, professionals, and representatives, without collusion, in good faith, and from arm's-length bargaining positions. The Debtors and the Purchaser and their respective advisors have complied, in good faith, in all material respects with the Bidding Procedures Order and the Bidding Procedures. Neither the Debtors nor the Purchaser, nor any affiliates, members, managers, partners, officers, directors, principals, professionals, or shareholders of the Purchaser, nor any other persons have engaged in any conduct that would cause or permit the APA or the Sale Transaction to be avoided, or subject to monetary damages or other costs, under section 363(n) of the Bankruptcy Code.

II. Free and Clear. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full and therefore, the Debtors may sell the Purchased Assets free and clear of (i) any and all liens (statutory or otherwise, including, but not limited to those as defined in section 101(37) of the Bankruptcy Code), claims, mortgages, leases, deeds of trust, hypothecations, pledges, security interests, options, rights of use or possession, encumbrances, conditional sales or other title retention agreements, charges, options and transfer restrictions, rights of first refusal or first offer (or any other type of preferential arrangement), rights of consent, rights of way, rights of setoff, successor liability, defect or objection liens, easements, encroachments or servitudes, licenses, covenants, restrictions, restrictive covenants, interests or rights under any operating agreement, third-party interests, indentures, instruments, mechanics' and materialman's liens, or any other restrictions or limitations of any kind with respect to the Purchased Assets, in each case, that constitutes an "interest" for purposes of section 363(f) of the Bankruptcy Code (collectively, the "***Liens***"); (ii) any and all "claims," as defined in section 101(5) of the Bankruptcy Code and jurisprudence interpreting the Bankruptcy Code, including, without limitation, (1) any and all claims or causes of action based on or arising under any labor, employment or pension laws, labor or employment agreements, including any employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (A) ERISA (as defined below), (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, as amended, (G) the Americans with Disabilities Act of 1990, (H) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code and 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 Debtors or any of their predecessors, or (L) the WARN Act (29 U.S.C. §§ 2101 *et seq*.), (2) any rights under any pension or multiemployer plan (as such term is defined in section 3(37) or section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (as amended, "***ERISA***"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability, (3) any workers' compensation, occupational disease, or unemployment or temporary disability related law, (4) any and all claims or causes of action based upon or relating to any putative successor or transferee liability, (5) any and all claims or causes of action based upon or relating to any bulk sales or similar law, (6) any and all claims or causes of action based upon or relating to any tax statutes or ordinances, including 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 Purchased Assets prior to the Closing, including any ad valorem taxes assessed by any applicable taxing authority, and (7) any and all other claims, rights, causes of action (whether in law or in equity), remedies, counterclaims, cross-claims, third-party claims, responsibilities, reimbursement, subrogation, defenses (including rights of setoff and recoupment), offset, contract rights, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, consent rights, options, profit sharing interests, rights of recovery, purchase or repurchase rights or options, preferences, assignments, licenses, covenants and interests, indemnification claims or liabilities based on or relating to any act or omission of any kind or nature whatsoever asserted against any of the Debtors or any of their respective affiliates, subsidiaries, directors, officers, agents, or successors or assigns prior to the Closing, in connection with or relating to the Debtors, their operations, their business, their liabilities, the Debtors' marketing and bidding process with respect to the Purchased Assets, the Assigned Contracts, or the transactions contemplated by the APA and the other Transaction Documents (collectively, the "***Claims***"); and (iii) any and all equity or other interests of any kind or nature whatsoever in or with respect to (1) any of the Debtors or their respective affiliates, subsidiaries, or successors or assigns, (2) the Purchased Assets, or (3) the Assigned Contracts, any and all claims, causes of actions, options, suits, payments, charges, judgments, assessments, losses, monetary damages, penalties, fines, fees, interest obligations, deficiencies, debts, obligations, orders, and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, and local taxes), costs and expenses and other liabilities (whether absolute, accrued, contingent, fixed or otherwise, or whether known or unknown, or due or to become due or otherwise), including any amounts paid in settlement, interest, court costs, costs of investigators, attorneys' fees, legal or other expenses incurred in connection therewith (collectively, the "***Interests***"), in the case of each of clauses (i)–(iii), whether in law or in equity, known or unknown, whether prepetition or postpetition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, allowed or disallowed, contingent or noncontingent, disputed or undisputed, direct or indirect, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable, whether arising by agreement, oral contract, understanding, law, equity or otherwise, and whether occurring or arising before, on, or after the Petition Date, or occurring or arising prior to the Closing, including any and all such liabilities, causes of action, contract rights, and claims arising out of the Debtors' continued operations following the Closing Date, other than the Permitted Post-Closing Encumbrances and Assumed Liabilities.

JJ. The Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction, if the Sale of the Purchased Assets to the Purchaser and the assumption of any Assumed Liabilities by the Purchaser were not free and clear of all Liens, Claims, and Interests other than the Permitted Post-Closing Encumbrances and Assumed Liabilities or if the Purchaser would, or in the future could, be liable for or subject to any such Liens, Claims, and Interests. The Debtors are authorized to sell the Purchased Assets free and clear of any Liens, Claims, and Interests of any kind or nature whatsoever (other than Permitted Post-Closing Encumbrances and Assumed Liabilities) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Each entity with a Lien, Claim, or Interest owed by a Debtor entity in the Purchased Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale or is deemed to have consented to the Sale; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Lien, Claim, or Interest; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of such Liens, Claims, and Interests who did not object, or withdrew their objections, to the Motion are deemed, subject to the terms of this Sale Order, to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of such Liens, Claims, and Interests (other than the Permitted Post-Closing Encumbrances and Assumed Liabilities) are adequately protected by having their Liens, Claims, or Interests attach to the proceeds received by the Debtors (if any) that are ultimately attributable to the property against or in which such Liens, Claims, or Interests are asserted, subject to the terms of such Liens, Claims, or Interests, with the same validity, force, and effect, and in the same order of priority, that such Liens, Claims, or Interests now have against the Purchased Assets or their proceeds, if any, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto. In all cases, each such person with Liens, Claims, or Interests in the Purchased Assets (other than Permitted Post-Closing Encumbrances and Assumed Liabilities) is enjoined from taking any action against the Purchaser, the Purchaser's affiliates, or any agent of the foregoing to recover any such Lien, Claim, or Interest.

KK. A sale of the Purchased Assets other than one free and clear of all Liens, Claims, and Interests would have yielded substantially less value for the Debtors' estates, with less certainty, than the Sale Transaction as contemplated. Therefore, the Sale Transaction contemplated by the APA free and clear of all Liens, Claims, and Interests is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

LL. Without limiting the generality of the foregoing, and other than as may be set forth in the APA, none of the Purchaser, its affiliates, members, managers, partners, officers, directors, principals, professionals, or shareholders, or the Purchased Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Liens, Claims, or Interests relating to any U.S. federal, state or local income tax liabilities, that the Debtors may incur in connection with consummation of the transactions contemplated by the APA, including, without limitation, the Sale Transaction, or that the Debtors have otherwise incurred prior to the consummation of the transactions contemplated by the APA.

MM. The Assigned Contracts. The Debtors have demonstrated that (i) it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the Purchaser in connection with the consummation of the Sale; and (ii) the assumption and assignment of the Assigned Contracts to the Purchaser is in the best interests of the Debtors, their estates and creditors, and all other parties in interest. The Assigned Contracts being assigned by the Debtors to the Purchaser are an integral part of the Purchased Assets being purchased by the Purchaser and accordingly, such assumption, assignment, and the cure of any defaults under the Assigned Contracts are reasonable and enhance the value of the Debtors' estates. Any Contract Counterparty to an Assigned Contract that has not actually filed with this Court an objection to such assumption and assignment in accordance with the terms of the Bidding Procedures Order (including any objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the counterparty from accepting performance by, or rendering performance to, the Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code) is deemed to have consented to such assumption and assignment; *provided*, that Contract Counterparties to Assigned Contracts for which a Supplemental Cure Notice is served shall have seven (7) days following service of the Supplemental Cure Notice to object to the Supplemental Cure Notice.

NN. The Assigned Contracts being assigned to the Purchaser are an integral part of the Sale Transaction and, accordingly, their assumption and assignment is reasonable and an enhancement to the value of the Debtors' estates. To the extent any Assigned Contract is not an executory contract within the meaning of section 365 of the Bankruptcy Code, it shall be transferred to the Purchaser in accordance with the terms of the APA and, other than with respect to Permitted Post-Closing Encumbrances and Assumed Liabilities, the Purchaser shall have no liability or obligation for any (i) defaults or breaches under such contract that relate to acts or omissions that occurred in the period, or otherwise arose, prior to the Closing Date; and (ii) claims, counterclaims, offsets, or defenses (whether contractual or otherwise, including, to the extent permitted by applicable law, any right of recoupment) with respect to such Assigned Contract, that relate to any acts or omissions that arose or occurred prior to the Closing Date.

OO. <u>Cure Costs and Adequate Assurance</u>. The assumption and assignment of the Assigned Contracts pursuant to the terms of this Sale Order is integral to the APA and is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest, is integral to the Sale and the Sale Transaction contemplated pursuant to the APA and the other Transaction Documents, and represents a reasonable exercise of sound and prudent business judgment by the Debtors. Payment of the Cure Costs by the Purchaser shall (i) to the extent necessary, cure or provide adequate assurance of cure, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code; and (ii) to the extent necessary, provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Assigned Contracts, within the meaning of sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. The Purchaser's financial wherewithal to consummate the Sale Transaction contemplated by the APA and the other Transaction Documents and the evidence to be presented at the Sale Hearing demonstrating the Purchaser's ability to perform the obligations under the Assigned Contracts after the Closing Date shall constitute adequate assurance of future performance within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f)(2)(B) of the Bankruptcy Code.

PP. To the extent any Contract Counterparty fails to timely object to the proposed Cure Costs, such counterparty is deemed to have consented to such Cure Costs and the assumption and assignment of its Assigned Contract(s) to the Purchaser in accordance with the APA.

QQ. Repayment of DIP Obligations. Pursuant to the Final DIP Order, the Purchased Assets constitute DIP Collateral and are subject to the DIP Liens (each as defined in the Final DIP Order). Pursuant to the DIP Documents (as defined in the Final DIP Order), the Debtors are required to prepay the DIP Obligations with the proceeds from the sale of the Purchased Assets. The use of the proceeds from the sale of the Purchased Assets to pay to the DIP Agent, on behalf of itself and the other DIP Secured Parties (each as defined in the Final DIP Order), an amount up to the Credit Bid Amount complies with the requirements of the Final DIP Order and the DIP Documents and is supported by good, sufficient, and sound business reasons.

RR. Purchased Assets Assignable. To the maximum extent possible under the Bankruptcy Code, each and every provision of the documents governing the Purchased Assets or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any of the Purchased Assets, if any, has been or will be satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code.

SS. Compelling Circumstances for an Immediate Sale; Waiver of the Stay. To maximize the value of the Purchased Assets, it is essential that the transactions contemplated by the APA and the other Transaction Documents, including, without limitation the Sale Transaction, occur within the time constraints set forth therein. Time is of the essence in consummating the Sale Transaction contemplated by the APA and the other Transaction Documents. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction contemplated by the APA, the other Transaction Documents, and this Sale Order because, among other things, the Debtors' estates will suffer irreparable harm if the APA and Sale are not approved on an expedited basis. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

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

1. The Sale is Approved. The Motion is granted, and the Sale contemplated by the APA and the other Transaction Documents is approved, as set forth herein.

2. Objections Overruled. All objections to, or reservation of rights regarding, or other responses to the Motion or the relief requested therein, including, without limitation, the APA, the other Transaction Documents, the Sale Transaction, the entry of this Sale Order or the relief granted herein, any objections to Cure Costs or relating to the cure of any defaults under any of the Assigned Contracts or to the assumption and assignment of any of the Assigned Contracts by the Debtors to the Purchaser, whether filed, stated on the record before this Court, or otherwise, which have not been withdrawn, waived, or settled, and all reservations of rights included therein,

are hereby denied and overruled on the merits with prejudice; *provided*, that TCEQ's, the Purchaser's, and the Debtors' rights with respect to the Stipulated Order are reserved as set forth herein. All objections to the Motion or the entry of this Sale Order and the relief granted herein that were not timely filed are hereby forever barred. No appeal, motion to reconsider, or similar pleading has been filed with respect to the Bidding Procedures Order, and the Bidding Procedures Order is a final order of this Court, has not been vacated, withdrawn, rescinded, or amended and remains in full force and effect.

3. Notice. Notice of the Bidding Procedures, the Assumption and Assignment Procedures, the Sale Transaction, the assumption and assignment of the Assigned Contracts specified as of the date hereof to the Purchaser pursuant to the APA, the Cure Costs, the Sale Hearing, all deadlines related thereto, and the relief granted in this Sale Order was fair, sufficient, proper, adequate, appropriate, and equitable under the circumstances and complied in all respects with sections 102(1), 363, and 365 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Bidding Procedures Order, the Bidding Procedures, the Assumption and Assignment Procedures, and the procedural due process rules of the United States Constitution, and as such no order or further notice is or shall be required.

4. Approval and Authorization. The APA, and all other Transaction Documents, and all of the terms and conditions thereof, including the Credit Bid pursuant to section 363(k) of the Bankruptcy Code in an amount up to the full amount of the Credit Bid Amount, are hereby approved. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary to fulfill their obligations under, and comply with the terms of, the APA and the other Transaction Documents and to consummate the Sale Transaction pursuant to and in accordance with the terms and conditions of the APA, the other

Transaction Documents, and this Sale Order, without further order of this Court. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any expenses or costs that are required to be paid in order to consummate the transactions contemplated by the APA or perform the Debtors' obligations under the APA.

5. The Debtors and each of their respective directors, officers, employees, and agents are authorized, in accordance with the APA, to execute and deliver, and empowered to perform under, consummate, and implement, the APA, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the APA, including the other Transaction Documents, and to take all further actions as may be reasonably requested by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession the Purchased Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA. The Purchaser shall not be obligated to proceed with the Closing under the APA unless and until all conditions precedent to its obligation to do so thereunder have been satisfied or waived in accordance with the terms thereof.

6. Transfer of the Purchased Assets Free and Clear. The Purchaser shall assume and be liable for only those liabilities expressly assumed pursuant to the APA, which, for the avoidance of doubt, shall not include any Excluded Liabilities. Except as expressly permitted or otherwise specifically provided for in the APA or this Sale Order, pursuant to sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, upon the Closing, the Debtors are authorized to transfer all the Debtors' rights, title, and interests in the Purchased Assets to the Purchaser free and clear of any and all Liens, Claims, and Interests of any kind or nature whatsoever with the sole exception of any Permitted Post-Closing Encumbrances and Assumed Liabilities. Any and all such Liens,

Claims, and Interests shall attach to the portion of the Purchase Price ultimately attributable to the Purchased Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, that they now have against such Purchased Assets, subject to any claims, defenses, and objections, if any, that the Debtors or their estates may possess with respect thereto. On the Closing, the Purchaser shall take title to and possession of the Purchased Assets subject only to any Permitted Post-Closing Encumbrances and Assumed Liabilities.

7. Vesting of Assets in the Purchaser. The Debtors' transfer of the Purchased Assets to the Purchaser pursuant to the APA shall constitute a legal, valid, and effective transfer of the Purchased Assets on the Closing. In addition, the transfer of the Purchased Assets to the Purchaser pursuant to the APA shall vest the Purchaser with all of the Debtors' rights, title, and interests in the Purchased Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of any Permitted Post-Closing Encumbrances and Assumed Liabilities).

8. Authorization to Operate. To the extent available under and subject to applicable law, the Purchaser shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets and, to the extent available under applicable law and to the extent provided for under the APA and other Transaction Documents, all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to the Purchaser as of the Closing subject to applicable law. All existing licenses or permits applicable to the business shall remain in place for the Purchaser's benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures and subject to applicable law. The Debtors, the Purchaser, and TCEQ

shall work in good faith on the terms of a stipulated order (the "***Stipulated Order***"), which shall set forth in greater detail the obligations and rights of such parties on and following the Closing, including, but not limited to, transfer of permits, remediation obligations, compliance and permitting obligations, and financial assurance requirements. Such parties will work in good faith to file the Stipulated Order with this Court no later than October 16, 2025, and reserve all of their respective rights with respect thereto. If the parties are unable to agree on a Stipulated Order, such parties will seek a hearing before this Court to make a final determination as needed.

9. <u>Assumption and Assignment of Assigned Contracts</u>. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing and in accordance with the provisions of this Sale Order and the APA, the Debtors' assumption and assignment to the Purchaser of the Assigned Contracts is hereby approved, and effective upon the Closing, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

10. The Debtors are hereby authorized, in accordance with the APA, and in accordance with sections 105(a) and 365 of the Bankruptcy Code, to (i) assume and assign to the Purchaser the Assigned Contracts, effective upon and subject to the occurrence of the Closing, free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of any Permitted Post-Closing Encumbrances and Assumed Liabilities), which Assigned Contracts, by operation of this Sale Order, shall be deemed assumed and assigned to the Purchaser effective as of the Closing; and (ii) execute and deliver to the Purchaser such documents or other instruments as the Purchaser may deem necessary to assign and transfer the Assigned Contracts to the Purchaser.

11. Subject to paragraph 12 hereof:

(a) The Debtors are authorized to and may assume all of the Assigned Contracts in accordance with section 365 of the Bankruptcy Code.

(b) The Debtors are authorized to and may assign, or cause to be assigned, each Assigned Contract to the Purchaser in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract on the consent of the counterparty thereto or allow the Contract Counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition, renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract shall constitute unenforceable anti-assignment provisions that are expressly preempted under section 365 of the Bankruptcy Code and are void and of no force and effect.

(c) All applicable requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment of the Assigned Contracts to the Purchaser have been satisfied.

(d) Upon the Closing, the Assigned Contracts shall be transferred and assigned to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract (including those of the type described in sections 365(b)(2), 365(e)(1), and 365(f) of the Bankruptcy Code) that prohibits, restricts, limits, or conditions such assignment or transfer.

(e) After the Debtors' transfer and assignment of the Assigned Contracts to the Purchaser, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title, and interest of each Assigned Contract. Other than the Assigned Contracts, no other contract shall be deemed assumed by the Debtors and assigned to the Purchaser pursuant to section 365 of the Bankruptcy Code. The failure of the Debtors or the Purchaser, as applicable, to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Purchaser's rights to enforce every term and condition of such Assigned Contract.

(f) Any portion of any Assigned Contract of the Debtors that purports to permit a landlord thereunder to cancel the remaining term of such Assigned Contract if the Debtors discontinue their use or operation of the leased premises is void and of no force and effect, and shall not be enforceable against the Purchaser, or its assignees and sublessees; and the landlords under any such Assigned Contract shall not have the right to cancel or otherwise modify the Assigned Contract or increase the rent, assert any claim or impose any penalty by reason of such discontinuation, the Debtors' cessation of operations, the assignment of such Assigned Contract to the Purchaser, or the interruption of business activities at any of the leased premises.

(g) There shall be no accelerations, assignment fees, increases, or any other fees charged to the Purchaser or the Debtors as a result of the assignment of the Purchased Assets or the assumption and assignment of the Assigned Contracts.

12. Upon Closing, (a) all defaults (monetary and non-monetary) and other obligations under the Assigned Contracts occurring, arising, or accruing prior to the assignment thereof to the Purchaser at Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured and satisfied in full by the payment of the proposed amount necessary, if any, to cure all monetary defaults, if any, under each Assigned Contract in the amounts set forth on the schedule of Cure Costs attached to the Cure Notice or any supplement thereto (or any other cure cost reached by agreement after an objection to the proposed cure cost by a Contract Counterparty), which was served in compliance with the Bidding Procedures Order, and as set forth on the schedule of Cure Costs attached to the Cure Notice, and which Cure Costs were satisfied, or shall be satisfied as soon as practicable, by the Purchaser as provided in the APA; (b) no other amounts will be owed by the Debtors, their estates, or the Purchaser with respect to the Assigned Contracts; and (c) any and all persons or entities shall be forever barred and estopped from asserting a Claim against the Debtors, their estates, the Purchaser, or the Purchased Assets that any additional amounts are due or that defaults exist under the Assigned Contracts. To the extent a Contract Counterparty to any of the Assigned Contracts received notice of the Debtors' proposed assumption and assignment of its contracts(s) and Cure Costs and fails to file an Assignment Objection or a Cure Objection by the applicable deadline, such party shall be deemed to have (i) consented to the assumption and assignment of the applicable Assigned Contract and the payment of the Cure Costs provided in the Cure Notice or Supplemental Cure Notice, as applicable, and (ii) waived any right to assert or collect any other cure amount or enforce any default that may arise or have arisen prior to or as of the Closing. The Purchaser's promise pursuant to the terms of the APA to pay the Cure Costs, and the Purchaser's promise to perform the Debtors' obligations under the Assigned Contracts for the

period on or after the Closing Date shall constitute adequate assurance of the Purchaser's future performance under the Assigned Contracts being assigned to it as of the Closing within the meaning of sections 365(b)(l)(C) and (f)(2)(A)-(B) of the Bankruptcy Code. For all Assigned Contracts for which a Cure Notice was served, the Purchaser is authorized to pay all Cure Costs required to be paid by the Purchaser in accordance with the APA upon the later of (a) the Closing, and (b) for any Assigned Contracts for which an objection has been filed to the assumption and assignment of such agreement or the Cure Costs relating thereto and such objection remains pending as of the date of this Sale Order, the resolution of such objection by settlement or order of this Court. For all Assigned Contracts for which a Supplemental Cure Notice is served, the Purchaser, as applicable, is authorized and directed to pay all Cure Costs required to be paid by such parties in accordance with the APA upon the later of (x) seven (7) days following service of the Supplemental Cure Notice, and (y) if an objection to the Supplemental Cure Notice is timely filed, the resolution of such objection by settlement or order of this Court.

13. All Contract Counterparties to the Assigned Contracts on any Supplemental Cure Notices shall have until seven (7) days following service of the Supplemental Cure Notice to object to the Supplemental Cure Notice, and such time period is sufficient to provide an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Cure Costs (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the Contract Counterparty from accepting performance by, or rendering performance to, the Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code).

14. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach of or obligations under any Assigned Contract

following the effective date of such assumption and assignment to the Purchaser, which is subject to the Purchaser's payment of the Cure Costs in accordance with the terms of the APA.

15. All counterparties to the Assigned Contracts shall cooperate and expeditiously execute and deliver, upon reasonable request of the Purchaser, and shall not charge the Debtors or the Purchaser for any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the Sale.

16. Notwithstanding the foregoing, the Debtors may, at the Purchaser's direction, amend the schedule of Assigned Contracts attached to the APA to add or remove any executory contracts or unexpired leases to or from such list at any time, up to and through the Closing Date in accordance with the terms of the APA and the Assumption and Assignment Procedures.

17. No *Sub Rosa* Plan. The sale of the Purchased Assets, including, without limitation, the assignment of the Assigned Contracts, pursuant to the APA outside a chapter 11 plan neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of any subsequent chapter 11 plan. Neither the APA nor the Sale Transaction constitutes a *sub rosa* chapter 11 plan.

18. Valid Transfer. Effective upon the Closing, the transfer of the Purchased Assets to the Purchaser pursuant to the APA constitutes a legal, valid, effective, and enforceable sale and transfer of the Purchased Assets to the Purchaser and shall vest the Purchaser with all legal, equitable, and beneficial right, title, and interest in and to the Purchased Assets, free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (other than Permitted Post-Closing Encumbrances and Assumed Liabilities). The APA and the Transaction Documents are valid and binding contracts between the Debtors and the Purchaser and shall be enforceable

pursuant to their terms. The APA, the other Transaction Documents, the Sale Transaction itself, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, the Debtors' estates, their equity holders, their creditors, all Contract Counterparties to the Assigned Contracts, all parties in interest, any chapter 11 trustee appointed in these chapter 11 cases or any chapter 7 trustee appointed upon a conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, and shall not be subject to rejection or avoidance by the foregoing parties or any other person or entity.

19. Exculpation and Release. Neither the Purchaser nor any of its affiliates, successors, and assigns, nor any of their professionals, shall have, or incur any liability to, or be subject to any action by, the Debtors or any of their predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, or delivery of the APA and the entry into and consummation of the Sale Transaction, except as expressly provided in the APA and this Sale Order. Neither the Debtors nor any of their affiliates, successors, and assigns, nor any of their professionals, shall have, or incur any liability to, or be subject to any action by, the Purchaser or any of its predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, or delivery of the APA and the entry into and consummation of the Sale Transaction, except as expressly provided in the APA and this Sale Order.

20. Free and Clear. Upon the Closing, pursuant to sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, the Purchased Assets, including the Assigned Contracts, shall be transferred to the Purchaser in accordance with the APA, and such transfer shall be free and clear of all Liens, Claims, and Interests (other than Permitted Post-Closing Encumbrances and Assumed Liabilities), in each case to the maximum extent permitted by section 363(f) of the Bankruptcy Code, whether in law or in equity, known or unknown, choate or inchoate,

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, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, and whether occurring or arising before, on or after the Petition Date, or occurring or arising prior to the Closing. Any and all such Liens, Claims, and Interests (other than Permitted Post-Closing Encumbrances and Assumed Liabilities) shall attach to the proceeds of the Sale Transaction ultimately attributable to the property against or in which the holder of a Lien, Claim, or Interest claims or may claim a Lien, Claim, or Interest, in the order of its priority, with the same validity, force, and effect which they now have and had against such Purchased Assets immediately prior to Closing.

21. All holders of Liens, Claims, and Interests fall within one or more of the subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, Claims, or Interests attach to the net proceeds ultimately received by the Debtors and attributable to the Purchased Assets against or in which such Liens, Claims, or Interests are asserted, subject to the terms of such Liens, Claims, or Interests, with the same validity, force, and effect, and in the same order of priority that such Liens, Claims, or Interests now have against the Purchased Assets or their proceeds as of Closing, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto, in addition to any limitations on the use of such proceeds pursuant to any provision of this Sale Order; *provided*, *however*, that setoff rights will be extinguished to the extent there is no longer mutuality of the parties after consummation of the Sale Transaction.

22. Those holders of Liens, Claims, and Interests who did not object (or who ultimately withdrew their objections, if any) to the Sale Transaction are deemed to have consented pursuant

to section 363(f)(2) of the Bankruptcy Code. Those holders of Liens, Claims, and Interests who did object that have an interest in the Purchased Assets fall within one or more of sections 363(f)(1), 363(f)(3), 363(f)(4), or 363(f)(5) of the Bankruptcy Code and are therefore adequately protected by having their Liens, Claims, or Interests that constitute interests in the Purchased Assets, if any, attach solely to the proceeds of the Sale Transaction ultimately attributable to the property in which they have a Lien, Claim, or Interest, in the same order of priority and with the same validity, force, and effect that such holders had prior to the Sale Transaction, subject to any defenses of the Debtors.

23. Release of Liens, Claims, and Interests by Creditors. Except as expressly provided to the contrary in this Sale Order or the APA, the holder of any valid Lien, Claim, or Interest in the Purchased Assets shall, as of the Closing, be deemed to have waived and released such Lien, Claim, or Interest, without regard to whether such holder has executed or filed any applicable release, and such Lien, Claim, or Interest shall automatically, and with no further action by any party, attach to the portion of the Purchase Price ultimately attributable to the Purchased Assets against or in which they claim an interest, in the order of their priority, with the same validity, force, and effect, if any, that they now have against such Purchased Assets, subject to any claims, defenses, and objections, if any, that the Debtors or their estates may possess with respect thereto. Notwithstanding the foregoing, any such holder of such a Lien, Claim, or Interest is authorized and directed to execute and deliver any waivers, releases, or other related documentation, as reasonably requested by the Debtors.

24. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing a Lien, Claim, or Interest in all or any portion of the Purchased Assets conveyed pursuant to the APA and this Sale Order shall not

have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens, Claims, and/or Interests (other than Permitted Post-Closing Encumbrances and Assumed Liabilities), which such person or entity has with respect to all or any portion of the Purchased Assets, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases, and/or other similar documents on behalf of such person or entity with respect to all or any portion of the Purchased Assets, and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which shall constitute conclusive evidence of the release of all Liens, Claims, and Interests (other than Permitted Post-Closing Encumbrances and Assumed Liabilities) of any kind or nature whatsoever in the Purchased Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA, including, without limitation, recordation of this Sale Order. Upon the release of any Liens, Claims, and/or Interests, the Liens, Claims, and/or Interests will attach to the proceeds of the Sale in the order and priority that existed prior to such releases.

25. Surrender of Purchased Assets. All persons and entities that are in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to the Purchaser in accordance with the APA on the Closing Date or at such time thereafter as the Purchaser may request. As of the Closing, the Purchaser and its successors and assigns shall be designated and appointed as the Debtors' true and lawful attorney with full power of substitution in the Debtors' name and stead on behalf of and for the benefit of the Purchaser, and its successors and assigns, for the following sole and limited purposes: (a) to have the power to demand and receive any and all of the Purchased Assets and to give receipts and

releases for and in respect of the Purchased Assets, or any part thereof; and (b) from time to time to institute and prosecute against third parties for the benefit of the Purchaser, its successors and assigns, proceedings at law, in equity or otherwise, that the Purchaser, and its successors and assigns, may deem proper for the collection or reduction to possession of any of the Purchased Assets.

26. Effect of Recordation of Sale Order. This Sale Order is and shall be (a) effective as a conclusive determination that, upon the Closing, all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of any Permitted Post-Closing Encumbrances and Assumed Liabilities) existing as to the Purchased Assets prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effectuated; (b) binding upon and shall govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials, notaries, protonotaries, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Purchased Assets; and (c) effective as a determination that all recorded Liens, Claims, and Interests (other than Permitted Post-Closing Encumbrances and Assumed Liabilities) against the Purchased Assets shall be deemed stricken from such entities' records, official and otherwise. Each and every federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity is hereby authorized to accept any and all documents and instruments necessary and appropriate to

consummate the transactions contemplated by the APA, including, without limitation, recordation of this Sale Order.

27. No Interference. Following the Closing, no holder of any Lien, Claim and/or Interest in or against the Debtors or the Purchased Assets (excluding the Permitted Post-Closing Encumbrances and the Assumed Liabilities) shall interfere with the Purchaser's title to, or use and enjoyment of, the Purchased Assets based on, or related to, any such Lien, Claim, and/or Interest, or based on any actions that the Debtors may take in these chapter 11 cases or any successor cases. All persons and entities are hereby enjoined from taking action that would interfere with or adversely affect the ability of the Debtors to transfer the Purchased Assets in accordance with the terms of the APA and this Sale Order.

28. Post-Closing Actions and Transactions. The Debtors and the Purchaser, and each of their respective officers, employees, and agents, are authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the applicable Debtors or the Purchaser deem necessary or appropriate to implement and effectuate the terms of the APA, the other Transaction Documents, the Sale Transaction contemplated therein, and this Sale Order.

29. Sale is Self-Executing. The Sale Transaction is self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Sale Order.

30. Governmental Authorization to Effectuate Sale. Each and every federal, state, and local governmental agency, quasi-agency, or department is hereby directed and authorized to accept any and all documents and instruments in connection with or necessary and appropriate to

consummate the Sale Transaction contemplated under the APA. Except as otherwise provided in this Sale Order, to the extent permitted under applicable law upon the Closing, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Purchaser as of the Closing. All existing licenses or permits applicable to the business shall remain active, in place, and, as applicable, shall be renewed for the Purchaser's benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Purchased Assets owned by the Debtors sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale Transaction contemplated by the APA.

31. Nothing in this Sale Order or the APA releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order; *provided*, *however*, that the foregoing shall not limit, diminish, or otherwise affect the Debtors', Purchaser's, or any other party's defenses, claims, causes of action, or other rights under applicable non-bankruptcy law with respect to any liability that may exist to a governmental unit (as such term is defined in section 101(27) of the Bankruptcy Code) as owner or operator of such property. Additionally, nothing in this Sale Order or the APA authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the

discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law.

32. Injunction. All persons (including, but not limited to, the Debtors, creditors, all holders of Liens, Claims, or Interests, lenders, debt security holders, investors, current and former employees and shareholders, parties to executory contracts and unexpired leases, contract counterparties, customers, landlords, licensors, litigation claimants, pension plans, labor unions, administrative agencies, governmental units (including tax and regulatory authorities), secretaries of state, federal, state, and local officials, including those maintaining any authority relating to any environmental, health and safety laws, and any other persons holding interests of any kind or nature whatsoever against or in the Debtors or the Purchased Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of the Debtors' chapter 11 cases, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtors, the operation of the Debtors' businesses prior to the Closing, the Purchased Assets, or the transfer of the Purchased Assets to the Purchaser (including, without limitation, any rights or claims based on any successor, transferee, derivative, or vicarious liabilities) and the successors and assigns of each of the foregoing) shall be, and hereby are, forever barred, estopped, and permanently enjoined from (a) taking any action that would adversely affect or interfere with, or that would be inconsistent with, the ability of the Debtors to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the APA, the other Transaction Documents, or this Sale Order; and (b) asserting, prosecuting, or otherwise pursuing any Liens, Claims, or Interests (other than Permitted Post-Closing Encumbrances and Assumed Liabilities) of any kind or nature whatsoever against the

Purchaser, or any of its affiliates, officers, directors, members, managers, partners, principals, or shareholders, any of their respective representatives, successors, designees, or assigns, or any of their respective property, successors and assigns, or the Purchased Assets, on any other grounds. Following the Closing, no holder of any Liens, Claims, or Interests shall interfere with the Purchaser's title to or use and enjoyment of the Debtors' former interests in the Purchased Assets, including, without limitation, taking any of the following actions with respect to, or based on, any interest relating to the Purchased Assets or the transfer of the Purchased Assets to the Purchaser (other than Permitted Post-Closing Encumbrances and Assumed Liabilities): (1) commencing or continuing in any manner any action or other proceeding against the Purchaser or its successors or assigns, assets or properties; (2) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser or its successor, or assigns, assets, or properties; (3) creating, perfecting, or enforcing any interest against the Purchaser, its successors or assigns, assets (including the Purchased Assets), or properties; (4) asserting any Lien, Claim, or Interest as a setoff, right of subrogation, or recoupment of any kind against any obligation due to the Purchaser or its successors or assigns; (5) commencing or continuing any action in any manner or place that does not comply or is inconsistent with the provisions of this Sale Order or the agreements or actions contemplated or taken in respect thereof; (6) interfering with, preventing, restricting, prohibiting, or otherwise enjoining the consummation of the Sale Transaction; or (7) enforcing any provision of any Assigned Contract that prohibits, restricts or conditions, or which purports to terminate or modify, or permits a party other than the Debtors to terminate or modify, any such Assigned Contract, or any right or obligation under such Assigned Contract, because of the assumption and assignment of such Assigned Contract by the Debtors to the Purchaser. For the avoidance of doubt, and without limiting the generality of the foregoing or the operability of any other relief obtained pursuant to this Sale Order, any provision in an Assigned Contract, any other document, or any applicable law that prohibits, restricts, or otherwise impairs assignment of the Assigned Contracts or the Purchaser's ability to operate any business with respect to the Purchased Assets is hereby void and of no force and effect with respect to the Sale Transaction, including without limitation any provision that (I) terminates or modifies any right or obligation of the Purchaser under such Assigned Contract; (II) cross-defaults to or from any other lease or executory contract that is not an Assigned Contract; (III) contains operating covenants or "go-dark" provisions that would purport to terminate or modify any Assigned Contract before assumption and assignment to the Purchaser; or (IV) requires a third party's consent prior to assignment of the Assigned Contract to the Purchaser. No person shall assert, and the Purchaser and the Purchased Assets shall not be subject to, any defaults, breaches, counterclaims, offsets, defenses (whether contractual or otherwise, including, without limitation, to the extent permitted by applicable law, any right of recoupment), liabilities, claims and interests, or basis of any kind or nature whatsoever to delay, defer, or impair any right of the Purchaser under, or with respect to, any Purchased Assets, with respect to any act or omission that occurred prior to the Closing or with respect to any other agreement or any obligation of the Debtors that is not an Assumed Liability under the APA.

33. General Assignment. Upon the Closing, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Purchased Assets and/or a bill of sale or assignment transferring good and marketable and indefeasible title and interest in the Purchased Assets, including the Assigned Contracts, to the Purchaser at Closing, pursuant to the terms of the APA, free and clear of all Liens, Claims, and Interests (other than Permitted Post-Closing Encumbrances and Assumed

Liabilities). Each and every federal, state, and local governmental agency, quasi-agency, or department is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale Transaction and to reflect the effectiveness of the Sale Transaction.

34. Administrative Priority Status. Any amounts that become payable by the Debtors to the Purchaser pursuant to the APA and any related agreements executed in connection therewith shall (a) constitute allowed superpriority administrative expense claims under sections 105(a), 503(b), and 507(a)(2) of the Bankruptcy Code; (b) not be subordinate to any other administrative expense claim against the Debtors other than allowed claims granted pursuant to the Final DIP Order (including, for the avoidance of doubt, the Carve-Out (as defined therein)); (c) not be altered, amended, discharged, or affected without the prior written consent of the Purchaser; and (d) be paid by the Debtors in the time and manner provided for in the APA without further order of this Court.

35. Prohibition of Actions Against the Purchaser. Except for any Permitted Post-Closing Encumbrances and Assumed Liabilities or as expressly provided for in the APA or this Sale Order, neither the Purchaser nor any of its affiliates, successors, assigns, members, managers, partners, officers, directors, principals, professionals, or shareholders shall have any liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Purchased Assets or otherwise to the extent related to any pre-Closing period, and upon the consummation of the Closing, all entities or persons are permanently and forever prohibited, barred, estopped, and enjoined from asserting against any of the Purchaser or its affiliates, members, managers, partners, officers, directors, principals, professionals, or shareholders or any of their permitted successors, designees, and assigns, or property, or the Purchased Assets

conveyed in accordance with the APA, any Lien, Claim, or Interest of any kind whatsoever arising prior to Closing, including, without limitation, under any theory of successor or transferee liability, *de facto* merger, or continuity liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, or liquidated or unliquidated. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the APA, neither the Purchaser nor any of its affiliates, successors, assigns, members, managers, partners, officers, directors, principals, professionals, or shareholders shall be liable for any claims against the Debtors or any of their predecessors or affiliates, and neither the Purchaser nor any of its affiliates, successors, assigns, members, managers, partners, officers, directors, principals, or shareholders shall have any successor or vicarious liabilities of any kind or character to the extent related to any pre-Closing period, including, but not limited to, any liability pertaining to any theory of antitrust, warranty, product liability, environmental, successor or transferee liability, labor law (including, but not limited to, the WARN Act), ERISA, *de facto* merger, mere continuation, substantial continuity, or successor liability, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, or liquidated or unliquidated, with respect to the Debtors or any obligations of the Debtors.

36. Limitations on Liability. Without limiting the foregoing, and except as otherwise set forth in the APA, the Purchaser and its affiliates shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character, including under any theory of successor or transferee liability, *de facto* merger or continuity, product liability, warranty, labor law, or ERISA, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, asserted or unasserted, liquidated or unliquidated, with respect to the Debtors or any obligations of the Debtors.

37. Fair Consideration. The consideration provided by the Purchaser for the Purchased Assets under the APA shall be deemed to constitute 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 any other applicable laws of the United States, any state, territory, or possession, including Puerto Rico and the District of Columbia. The Sale Transaction may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. The APA was not entered into, and the Sale Transaction is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, or possession thereof, including Puerto Rico and the District of Columbia, or any other applicable law. Neither the Debtors nor the Purchaser have entered into the APA, any other Transaction Document, or any agreement contemplated thereby or are consummating the Sale Transaction with any fraudulent or otherwise improper purpose, including, without limitation, to evade any pension liabilities. No other person or entity or group of persons or entities has offered to purchase the Purchased Assets for an amount that would provide greater value to the Debtors and their estates than the value provided by the Purchaser. This Court's approval of the Sale Transaction and the APA are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

38. Good Faith Purchaser. The Sale Transaction contemplated by the APA and the other Transaction Documents is undertaken by the Purchaser without collusion and in good faith, as such term is used in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided in this Sale Order to consummate the Sale shall not affect the validity of the Sale to the Purchaser (including the assumption and assignment by the Debtors of any of the Assigned Contracts), unless such authorization is duly stayed pending

such appeal. The Purchaser is a good faith purchaser of the Purchased Assets within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code. Additionally, as a good faith buyer of the Purchased Assets, the Purchaser has not entered into any agreement with any other potential bidders and has not colluded with any potential or actual bidders, and the Sale Transaction may not be avoided pursuant to section 363(n) of the Bankruptcy Code. The Debtors and Purchaser will be acting in good faith if they proceed to consummate the Sale Transaction at any time after entry of this Sale Order.

39. No Avoidance. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the APA, the other Transaction Documents, or the Sale Transaction to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the APA, the other Transaction Documents, and the Sale Transaction shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the APA, the other Transaction Documents, or the Sale Transaction.

40. Binding Effect of this Sale Order. This Sale Order, the APA, and the other Transaction Documents shall be binding in all respects upon (a) all known and unknown creditors of, and equity holders in, the Debtors and any and all other parties in interest, including, without limitation, any and all holders of Liens, Claims, and Interests (including holders of any rights or claims based on any putative successor or transferee liability) of any kind or nature whatsoever, and all Contract Counterparties to the Assigned Contracts; (b) the Purchaser and its affiliates, members, managers, partners, officers, directors, principals, and shareholders, all successors and assigns of the Purchaser and its affiliates, members, managers, partners, officers, directors,

principals, or shareholders; (c) the Debtors, their respective affiliates and subsidiaries, their estates, and any trustee or successor trustee appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code; (d) the Purchased Assets; (e) the Official Committee of Unsecured Creditors appointed in these chapter 11 cases; and (f) all successors and assigns of each of the foregoing. The APA and the other Transaction Documents, this Sale Order, and the Debtors' obligations therein and herein shall not be altered, impaired, amended, rejected, discharged, or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases, without the prior written consent of the Purchaser. This Sale Order and the APA shall inure to the benefit of the Debtors, their estates and creditors, the Purchaser, their affiliates, members, managers, partners, officers, directors, principals, and shareholders, and the respective successors and assigns of each of the foregoing. Nothing contained in this Sale Order shall conflict with or derogate from the provisions of the APA. To the extent of any such conflict or derogation, the terms of this Sale Order shall govern.

41. No Material Modifications. The APA and the other Transaction Documents may be modified, amended, supplemented, or restated by the parties thereto in a writing signed by such parties and in accordance with the terms thereof, without further order of this Court; *provided*, that any such modification, amendment, supplement, or restatement does not have a material adverse effect on the Debtors' estates. Any modification, amendment, supplement, or restatement to the APA and the other Transaction Documents that has a material adverse effect on the Debtors' estates shall require notice to this Court and shall be subject to further order of this Court on notice to all interested parties.

42. Subsequent Orders and Plan Provisions. Nothing contained in any chapter 11 plan confirmed in the Debtors' chapter 11 cases or any subsequent order of this Court, including,

without limitation, any order confirming any such chapter 11 plan, any order authorizing the sale of assets of the Debtors pursuant to any section of the Bankruptcy Code, and any order approving wind-down or dismissal of any Debtor's chapter 11 case or any subsequent chapter 7 case shall change, supersede, abrogate, nullify, restrict, or conflict with the provisions of the APA, the other Transaction Documents, or this Sale Order, or in any way prevent or interfere with the consummation or performance of the Sale Transaction.

43. Failure to Specify Provisions. The failure to specifically reference any particular provision of the APA or the other Transaction Documents in this Sale Order shall not diminish or impair the effectiveness of any such provision, it being the intent of this Court that the APA and the other Transaction Documents be authorized and approved in their entirety.

44. Automatic Stay. The Purchaser shall not be required to seek or obtain relief from the stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the APA or other Transaction Documents. The automatic stay imposed by section 362 of the Bankruptcy Code is hereby modified to the extent necessary to implement the terms and conditions of the APA, the other Transaction Documents, and the provisions of this Sale Order.

45. No Stay of Order. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Time is of the essence in closing the Sale, and the Debtors and the Purchaser intend to close the Sale as soon as practicable. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Purchaser are free to close the Sale under the APA pursuant to the terms thereof.

46. Retention of Jurisdiction. This Court retains jurisdiction to, among other things, interpret, enforce, and implement the terms and provisions of this Sale Order and the APA, all

amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the Purchased Assets or performance of other obligations owed to the Purchaser; (b) compel delivery of the Purchase Price or performance of other obligations owed to the Debtors; (c) resolve any disputes arising under or related to the APA, except as otherwise provided therein; (d) interpret, implement, and enforce the provisions of this Sale Order; and (e) protect the Purchaser and its affiliates, members, managers, partners, officers, directors, principals, professionals, or shareholders against (i) any Liens, Claims, and Interests in or against the Debtors or the Purchased Assets of any kind or nature whatsoever, and (ii) any creditors or other parties in interest regarding the turnover of the Purchased Assets that may be in their possession. In the event this Court abstains from exercising or declines to exercise jurisdiction with respect to any matter referenced in this paragraph or is without jurisdiction, such abstention, refusal, or lack of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

47. No Bulk Law Application. No bulk sales law, bulk transfer law, or any similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Sale Transaction, the APA, the Motion, and this Sale Order.

48. Inconsistencies. To the extent of any conflict between the APA and this Sale Order, the terms of this Sale Order shall govern. To the extent this Sale Order is inconsistent or conflicts with any prior order or pleading in these chapter 11 cases, the terms of this Sale Order shall govern and any prior orders shall be deemed amended or otherwise modified to the extent required to permit consummation of the Sale; *provided*, that nothing contained in this Sale Order shall impair any releases granted in the DIP Orders. Notwithstanding the foregoing, nothing in this Sale Order

shall modify or waive any Closing conditions or termination rights in the APA, and all such conditions and rights shall remain in full force and effect in accordance with their terms. Moreover, nothing in the APA or this Sale Order shall be deemed to amend, modify, or limit the rights and claims of each of the DIP Secured Parties or each of the Prepetition Secured Parties (each as defined in the Final DIP Order), unless expressly agreed to in writing by the foregoing as applicable.

49. Credit Bid and the DIP Obligations. The DIP Agent is authorized under the DIP Documents to follow the directions of the Required Lenders in submitting the Credit Bid Amount and to designate the Purchaser to receive the Purchased Assets and assume the Assumed Liabilities.

50. The Required Lenders acted validly and reasonably in directing the DIP Agent to submit the Credit Bid Amount with respect to the transactions contemplated by the APA and the Sale Transaction.

51. Upon the Closing, the Purchaser, the Debtors, and the DIP Lenders shall effectuate the discharge of the aggregate outstanding principal amount of the DIP Obligations by the Credit Bid Amount as set forth in the DIP Documents. For the avoidance of doubt, notwithstanding anything in this Sale Order to the contrary, the Credit Bid Amount does not include any professional fees or expenses of the DIP Lenders or any of the DIP Agent's fees or expenses, and such fees and expenses shall be paid in cash by the Debtors in accordance with the DIP Documents at the Closing.

52. In connection with the credit bid, at the expense of the Debtors, the DIP Agent is hereby authorized and directed to execute such agreements and other documents and take all other actions in accordance with, and subject to the terms of (and the protections of the DIP Agent set

forth in), the DIP Credit Agreement and the directions of the Required Lenders as may be necessary to facilitate the credit bid and the release of their Liens in the Purchased Assets. The DIP Agent shall not be deemed to (a) have taken title to the Purchased Assets, or (b) have assumed any responsibilities with respect to, or liabilities of any kind or nature under, the APA (including with respect to the transactions contemplated thereby) or the Purchased Assets.

53. Transition Services; Dual Representation. The Debtors' professionals are authorized to provide transition services and support as reasonably requested by the Purchaser in connection with the transactions contemplated by the APA and the other Transaction Documents. Without limiting the foregoing, (i) Timothy Pohl shall be authorized to serve as a director of the Purchaser, and (ii) Ankura Consulting Group, LLC and Jefferies LLC and their respective employees (including Roy Gallagher, the Debtors' Chief Restructuring Officer) may, from and after the Closing Date, be employed or retained by the Purchaser or its affiliates, and such employment or retention shall not preclude such firms and individuals from continuing to provide services to, and be employed or retained by, the Debtors or their estates.

54. Texas Taxing Authorities. For the avoidance of doubt and notwithstanding anything to the contrary in this Sale Order or the APA, to the extent any assets subject to ad valorem prepetition taxes for tax year 2025 (the "***2025 Taxes***") of Brazoria County (the "***Texas Taxing Authorities***") are Purchased Assets, any proration of the 2025 Taxes with respect to such Purchased Assets shall be calculated by the Debtors and the Purchaser. Pursuant to applicable nonbankruptcy law, the Texas Taxing Authorities are not required to issue separate tax statements to reflect the Debtors' pre-Closing tax liability and the Purchaser's post-Closing tax liability.

55. Wind Down. The APA shall provide that Cash Consideration shall include: (a) $440,000 to be earmarked for distribution to general unsecured creditors;[5] (b) $250,000 to be earmarked to fund a trust to be established for the benefit of all allowed general unsecured claims, including, but not limited to, the Deficiency Claims; (c) $67,500 for the Committee Professionals (as defined in the Final DIP Order) for Allowed Professional Fees (as defined in the Final DIP Order) incurred post-Closing; and (d) $342,500 for the Debtor Professionals (as defined in the Final DIP Order) for Allowed Professional Fees incurred post-Closing (the aggregate of clauses (a)–(d), the "***Wind Down Amount***").[6] Cash Consideration under the APA shall include: (i) agreed and allowed section 503(b) claims through the Closing; (ii) Allowed Professional Fees through the Closing; (iii) 2025 *pro-rated* property Taxes; (iv) outstanding U.S. Trustee fees; and (v) the Wind Down Amount.

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

57. Headings. Headings utilized in this Sale Order are for convenience of reference only and do not constitute a part of this Sale Order for any other purpose.

58. Time Periods. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Signed: October 08, 2025

Christopher M. Lopez

Christopher Lopez
United States Bankruptcy Judge

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5 For the avoidance of doubt, such funds shall only be used to make distributions to allowed general unsecured creditors and shall not be used for any other purpose including to fund any distributions on account of funded debt deficiency claims of the Prepetition Secured Parties (as defined in the Final DIP Order) (such deficiency claims, the "***Deficiency Claims***").

6 Any amounts remaining from the Wind Down Amount after payment of post-Closing Allowed Professional Fees incurred by the Committee Professionals and the Debtor Professionals shall be earmarked for distribution to general unsecured creditors.

Exhibit A

APA

ASSET PURCHASE AGREEMENT

DATED AS OF OCTOBER [●], 2025

BY AND AMONG

GLADIEUX METALS RECYCLING, LLC,

ALEON RENEWABLE METALS, LLC,

ALEON METALS, LLC

AND

AM BIDCO OPERATIONS LLC

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "***Agreement***"), dated as of October [●], 2025, is by and among AM BidCo Operations LLC, a Delaware limited liability company ("***Purchaser***"), Gladieux Metals Recycling, LLC, a Texas limited liability company ("***GMR***"), Aleon Renewable Metals, LLC, a Delaware limited liability company ("***Aleon***"), and Aleon Metals, LLC, a Texas limited liability company ("***Parent***" and, collectively with GMR and Aleon, "***Sellers***" and each a "***Seller***," and, collectively with Purchaser, a "***Party***" and, together the "***Parties***"). Certain capitalized terms used herein are defined in Article I.

RECITALS

WHEREAS, Sellers are engaged in the conduct of the Business;

WHEREAS, on August 17, 2025, the Sellers (collectively, the "***Debtors***") commenced voluntary cases (the "***Bankruptcy Cases***") under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") by filing petitions for relief in the United States Bankruptcy Court for the Southern District of Texas (the "***Bankruptcy Court***");

WHEREAS, Purchaser desires to purchase and assume the Purchased Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell and assign to Purchaser, pursuant to, among other provisions thereof, section 363 of the Bankruptcy Code, the Purchased Assets and the Assumed Liabilities, for the consideration and upon the terms and conditions contained in this Agreement;

WHEREAS, on August 22, 2025, the Bankruptcy Court entered the Bid Procedures Order approving the Bidding Procedures and designating Purchaser as a "stalking horse bidder" for the Purchased Assets; and

WHEREAS, Sellers' ability, and Purchaser's willingness, to consummate the transactions set forth in this Agreement is subject to, among other things, the entry of the Sale Order by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for their mutual reliance, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 **Definitions**. The following terms have the following meanings for the purposes of this Agreement:

"***Accounts Receivable***" means any and all accounts, notes, trade, and other receivables owed to Sellers, all in accordance with GAAP, consistently applied in accordance with past practices, together with all security or collateral thereof and any interest or unpaid financing charges accrued thereon, including vendor/supplier, Employee and other receivables, and all Actions pertaining to the collection of amounts that are payable, or that may become payable, to Sellers with respect to products sold or services performed prior to the Closing, net of any applicable reserve for returns, discounts, doubtful accounts or other similar deductions reflected thereon, but does not include (a) rights or claims to proceeds under Insurance Policies held by Sellers or (b) accounts and notes receivable from Affiliates of Sellers.

"***Acquired Inventories***" means all inventories of raw materials, works in process, finished goods, parts, office supplies, packing materials, janitorial supplies and other supplies owned by any Seller and used or held for use in connection with the Business.

"***Acquired Real Property Leases***" means the Real Property Leases included in the Closing Assumed Contracts or Additional Assumed Contracts.

"***Action***" means any action, suit, claim, counterclaim, demand, hearing, summons, litigation, investigation, prosecution, contest, inquest, audit, examination, proceeding (including any civil, criminal, administrative, investigative, appellate, or eminent domain proceeding), condemnation, mediation, arbitration, dispute, or similar matter by or before any Governmental Authority.

"***Additional Assumed Contracts***" means the executory Contracts listed on the Additional Assumed Contracts Schedule, to the extent not included in Excluded Assets.

"***Additional Assumed Contracts Schedule***" means Schedule 2.7(d) as modified by Purchaser from time to time pursuant to Section 2.7(d) between the date hereof and two Business Days prior to the Closing Date.

"***Additional Rejected Contracts***" means the Identified Contracts and any other executory Contracts or unexpired leases that Purchaser designates to reject from time to time as set forth on the Rejected Contracts Schedule pursuant to Section 2.7(k) prior to the Designation Deadline.

"***Affiliate***" means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person as of the date on which, or any time during the period for which, the determination of affiliation is being made. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") means (a) the beneficial owner of more than fifty percent (50%) of the equity or voting securities of another Person, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"***Agreement***" has the meaning set forth in the preamble and includes the Disclosure Schedule and all other exhibits and schedules hereto, as it and they may be amended from time to time.

"***Allowed Professional Fees***" has the meaning ascribed to such term in the DIP Orders.

"***Alternative Transaction***" means any transaction or series of transactions (whether pursuant to section 363 or 1129 of the Bankruptcy Code or pursuant to any applicable non-bankruptcy law), whereby any Person or group of Persons (other than Purchaser and its Affiliates) acquires (a) all, or a material portion of, the Purchased Assets, (b) beneficial ownership of a majority of the Equity Interests of any Seller, or (c) any other transaction the consummation of which would be substantially inconsistent with the transactions contemplated by this Agreement, in each case, whether by merger, sale of assets or equity, transfer, exchange, recapitalization, plan of reorganization or otherwise. Notwithstanding the foregoing, a liquidation or wind-down of Sellers' estates that does not involve a going concern sale of the Business shall not be an Alternative Transaction.

"***Applicable Laws***" means, with respect to any Person, any Law, Order, or other similar requirement enacted, adopted, promulgated, enforced or applied by any Governmental Authority that is binding upon or applicable to such Person or its assets or properties, as amended unless expressly specified otherwise.

"***Applicable Seller Prepared Returns***" has the meaning set forth in Section 5.8(d)(i).

"***Approved Budget***" has the meaning set forth in the DIP Credit Agreement.

"***Assigned Actions***" has the meaning set forth in Section 2.1(l).

"***Assignment and Assumption of Ground Lease***" has the meaning set forth in Section 2.8(b)(v).

"***Assumed Contracts***" means, collectively, the Closing Assumed Contracts and the Additional Assumed Contracts.

"***Assumed Cure Costs***" means the Cure Costs with respect to any Assumed Contract as set forth on, and in the amounts included on any Notice of Potential Assignment, net of any rebates or refunds related to such Closing Assumed Contracts or Additional Assumed Contracts, up to an aggregate amount equal to $[●] (the "***Assumed Cure Costs Cap***"), unless otherwise agreed to by Purchaser in its sole discretion.

"***Assumed Customer Orders***" means all open orders for goods and services with customers of the Business outstanding as of the Closing Date and included in the Closing Assumed Contracts or Additional Assumed Contracts.

"***Assumed Liabilities***" has the meaning set forth in Section 2.3.

"***Assumed PTO***" has the meaning set forth in Section 2.3(h).

"***Assumed Supplier Orders***" means the right to receive goods or services from suppliers that remain unfulfilled as of the Closing Date to be provided to any Seller in connection with the Business pursuant to the open orders included in the Closing Assumed Contracts or Additional Assumed Contracts.

"***Auction***" has the meaning set forth in the Bid Procedures Order.

"***Author***" has the meaning set forth in Section 3.12(f).

"***Avoidance Action***" means any avoidance claims, rights, recoveries, subordinations or causes of action or remedies under Chapter 5 of the Bankruptcy Code, including any proceeds thereof, and any analogous state law claims, in each case, of Sellers and their estates that relate to the Purchased Assets or the Business.

"***Back-Up Bidder***" has the meaning set forth in the Bid Procedures Order.

"***Bankruptcy Cases***" has the meaning ascribed to such term in the recitals of the Agreement.

"***Bankruptcy Code***" has the meaning ascribed to such term in the recitals of the Agreement.

"***Bankruptcy Court***" has the meaning ascribed to such term in the recitals of the Agreement.

"***Benefit Plans***" means (a) any "employee welfare benefit plan" or "employee pension benefit plan" (as those terms are respectively defined in Sections 3(1) and 3(2) of ERISA); and (b) any retirement or deferred compensation plan, incentive compensation, employment, change-in-control, retention, compensation, employee loan, consulting, severance, stock, share appreciation right, unemployment compensation, vacation pay, severance pay, bonus arrangement, health benefit, profit-sharing, death or disability plan, agreement, commitment, program, policy, practice or arrangement or any other welfare or fringe benefit arrangements in each case in which any Employees participate or with respect to which Sellers have or may have any liability.

"***Bid Procedures Order***" means the order of the Bankruptcy Court approving the *Debtors' Emergency Motion for Entry of (I) an Order (A) Approving Bidding Procedures for the Sale Of Substantially All of the Debtors' Assets, (B) Authorizing Entry into the Stalking Horse Agreement, (C) Approving Procedures for the Debtors' Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Scheduling an Auction and Sale Hearing, (E) Approving the Form and Manner of Notice Thereof, and (F) Granting Related Relief, and (II) an Order (A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief*, which order shall be reasonably acceptable to Purchaser.

"***Bidding Procedures***" means the process and procedures established with respect to Sellers' proposed sale of the Purchased Assets and the assumption of the Assumed Liabilities to be approved in the Bid Procedures Order, which shall be in form and substance reasonably acceptable to Purchaser.

"***Bill of Sale, Assignment and Assumption Agreement***" has the meaning set forth in Section 2.8(b)(i).

"***Business***" means the business of recycling spent hydroprocessing catalyst generated by petroleum refineries during the production of gasoline, diesel and jet fuel and recycling batteries to produce battery metals suitable for electric vehicles and electrical storage systems, and certain activities ancillary thereto (including, but not limited to, operation of the Purchased Assets), conducted by Sellers in the Ordinary Course of Business.

"***Business Day***" means any day other than a Saturday, Sunday or other day on which banking institutions in New York City, New York and Freeport, Texas are authorized or required by law or other action of a Governmental Authority to close.

"***Carve-Out Account***" has the meaning ascribed to such term in the DIP Orders.

"***Cash and Cash Equivalents***" means, collectively, all of Sellers' cash (including petty cash and checks received prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bank deposits, other deposits, bankers' acceptances, commercial paper, government securities, investment accounts and other cash equivalents whether on hand, in transit, in banks or other financial institutions, or otherwise held, net of uncleared checks issued by Sellers that are not yet reflected in the applicable bank account of Sellers.

"***Cash Consideration***" means cash in an amount equal to $[●] plus the amount of Seller Transaction Expenses and the Wind Down Amount.

"***Claim***" means any claim, cause of action, action, demand, debt, lien, liability, counterclaim, cross-claim, damage, loss, attorneys' or consultants' fees, costs or expenses, lawsuit, investigation, review, grievance, citation, summons, subpoena, inquiry, audit, hearing, arbitration or other similar proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, of any nature whatsoever, whether in law or in equity, in contact, in tort, or otherwise, and attributable to any Person or any Persons or any Party, directly or indirectly arising out of, or incident to or in connection with this Agreement or the performance, defective performance, or non-performance of any obligation under this Agreement.

"***Closing***" means the consummation of the transaction contemplated herein.

"***Closing Assumed Contracts***" has the meaning set forth in Section 2.1(g).

"***Closing Date***" has the meaning set forth in Section 2.8(a).

"***Closing Date Payment***" has the meaning set forth in Section 2.5.

"***COBRA***" means and refer to the applicable requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code (and predecessors thereof).

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Commercial Tort Claim***" has the meaning set forth in § 9-102(a)(13) of the Uniform Commercial Code.

"***Computer Systems***" has the meaning set forth in Section 3.12(g).

"***Consent***" means any approval, consent, ratification, permission, waiver, license, or other authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

"***Contamination***" or "***Contaminated***" means the presence of Hazardous Material in, on or under the soil, groundwater, surface water or other environmental media to an extent that any Response Action is legally required by any Governmental Authority under any Environmental Law with respect to such presence of Hazardous Material.

"***Contract***" means any contract, agreement, grant, sub-grant, arrangement, understanding, commitment, ground lease, lease, sublease, license, mortgage, guarantee, bond, note or other instrument (including any instrument evidencing Indebtedness), or other legally binding obligation, and all amendments thereof (whether written or oral).

"***Credit Bid Amount***" means an amount equal to $187,506,000.00.

"***Cure Costs***" means the monetary amounts that must be paid under sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of any Closing Assumed Contract, Additional Assumed Contract, or Permits, as agreed upon by the Parties or determined by the Bankruptcy Court pursuant to procedures in the Bid Procedures Order.

"***Current Representation***" has the meaning set forth in Section 10.20(a).

"***Data Room***" means that certain virtual data room entitled Project Atom established by Sellers at https://ipreoprism.com/tvdr/#/workspace/2972/documents/3633143.

"***Deal Communications***" has the meaning set forth in Section 10.20(b).

"***Debtors***" has the meaning ascribed to such term in the recitals of this Agreement.

"***Deed***" has the meaning set forth in Section 2.8(b)(v).

"***Designated Jurisdiction***" shall mean any country or territory to the extent that such country or territory itself is the subject of any Sanction, including Cuba, Iran, North Korea and the Crimea region of Ukraine.

"***Designated Person***" has the meaning set forth in Section 10.20(a).

"***Designation Deadline***" has the meaning set forth in Section 2.7(d).

"***DIP Credit Agreement***" means that certain Superpriority Secured Debtor-in-Possession Credit Agreement, dated as of August 21, 2025 (as amended, restated, supplemented, or otherwise modified from time to time), among the Debtors, each of the lenders party thereto from time to time (the "***DIP Lenders***"), and UMB Bank, National Association, solely in its capacity as the administrative agent.

"***DIP Lenders***" has the meaning set forth in the definition of "DIP Credit Agreement."

"***DIP Orders***" has the meaning ascribed to such term in the DIP Credit Agreement.

"***Disclosure Schedule***" means the Disclosure Schedule delivered by Sellers to Purchaser on the date of this Agreement, as amended, modified, or supplemented in accordance with this Agreement.

"***Employees***" means all full-time and part-time employees employed by Sellers immediately prior to the Closing Date in connection with the Business.

"***Enforceability Exceptions***" has the meaning set forth in Section 3.2.

"***Environment***" means any surface or subsurface physical medium or natural resource, including air, land, soil, surface waters, ground waters, stream and river sediments, biota and any indoor area, surface or physical medium.

"***Environmental Claim***" means any claim, notice, demand, order, action, suit, proceeding, or other communication alleging or asserting liability or obligations under or relating to any Environmental Law, including liability or obligation for investigation, assessment, remediation, removal, cleanup, response, corrective action, monitoring, post-remedial or post-closure studies, investigations, operations and maintenance, injury, damage, destruction or loss to natural resources, personal injury, wrongful death, property damage, fines, penalties or other costs resulting from, related to or arising out of (a) the presence, Release or threatened Release of Hazardous Material in, on, into or from the Environment at any location; or (b) any violation of or non-compliance with Environmental Law, and shall include any claim, notice, demand, order, action, suit or proceeding seeking damages (including the costs of remediation), contribution, indemnification, cost recovery, penalties, fines, indemnities, compensation or injunctive relief resulting from, related to or arising out of the presence, Release or threatened Release of Hazardous Material or alleged injury or threat of injury to human health, safety or the Environment resulting from said violation or non-compliance with Environmental Law.

"***Environmental Law***" means any and all federal, state, local and foreign statutes, laws, including applicable common law, regulations, ordinances, rules, judgments, orders, decrees or governmental restrictions relating to pollution, the protection of the environment, the release of Hazardous Materials into the environment or human exposure to Hazardous Materials, including those related to the treatment, transport, storage and disposal of Hazardous Materials, air emissions and discharges to public wastewater treatment systems.

"***Environmental Liabilities***" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, monitoring or oversight by a Governmental Authority, fines, or penalties), of any Seller directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law; (b) the generation, use, handling, transportation, storage, treatment, or disposal of any Hazardous Materials; (c) human exposure to any Hazardous Materials; (d) the release or threatened release of any Hazardous Materials into the environment; or (e) any contract, agreement, or other binding consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"***Environmental Permit***" means any Permit, approval, identification number, license or other authorization required under any Environmental Law.

"***Equity Interests***" means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

"***ERISA***" means the Employee Retirement Income Security Act of 1974, and the rules and regulations thereunder, each as amended or modified from time to time.

"***ERISA Affiliate***" means, with respect to any Person, any entity, trade or business that is, or at any applicable time was, a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes such Person.

"***Excluded Assets***" has the meaning set forth in Section 2.2.

"***Excluded Contracts***" has the meaning set forth in Section 2.2(c).

"***Excluded Liabilities***" has the meaning set forth in Section 2.4.

"***Expense Reimbursement Amount***" means an amount equal to the reasonable and documented out-of-pocket fees and expenses of Purchaser incurred in connection with this Agreement and the transactions contemplated hereby, including all such fees and expenses related to negotiating this Agreement, or any of the other Transaction Documents, preparing to implement the transaction contemplated hereby and thereby, and investigating and evaluating the Purchased Assets, the Excluded Assets, and the Assumed Liabilities, which shall constitute an allowed superpriority administrative expense claim against each Seller under sections 105(a), 503(b), and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of Sellers of the kind specified in section 503(b) of the Bankruptcy Code, which amount shall be subject to approval by the Bankruptcy Court pursuant to the Bid Procedures Order; *provided*, that the "Expense Reimbursement Amount" shall not exceed $2,500,000.

"***Expenses***" means the out-of-pocket fees and expenses of a Party's independent advisor, counsel and accountants, incurred or paid by such party or on its behalf in connection with this Agreement and the transactions contemplated hereby.

"***Export/Import Laws***" shall mean, collectively, any Laws, regulations, Orders, and authorizations issued by a Governmental Authority applicable to the export or import of goods, technology or software, including the U.S. Export Administration Regulations (EAR) (15 C.F.R. 768-799); the U.S. Arms Export Control Act (22 U.S.C. 2751-2779); the International Traffic in Arms Regulations (ITAR) (22 C.F.R. 120-130); the Regulations of the Bureau of Alcohol, Tobacco, and Firearms (ATF) (27 C.F.R. 447-555); the Homeland Security Act of 2002; and the U.S. Customs Regulations (19 C.F.R. 1-199).

"***Facility***" means the solid waste disposal facilities of Sellers located in Brazoria County, Texas, including any and all real and personal property thereon, which is subject to the Prepetition Liens and the DIP Liens (each as defined in the DIP Credit Agreement).

"***FCPA***" has the meaning set forth in Section 3.4(c).

"***Financial Statements***" has the meaning set forth in Section 3.6(a).

"***Fixtures and Equipment***" means all furniture, furnishings, vehicles, equipment, machinery, tools, fixtures, Transferred IT Equipment and other personal and mixed property, operation and nonoperational, that are Related to the Business, wherever located, including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person, except to the extent included in Excluded Assets. "Fixtures and Equipment" shall include all rights under any leases relating to, arising from, or with respect to such Fixtures and Equipment, to the extent such leases constitute Assumed Contracts.

"***Fundamental Representations***" means the representations and warranties of Sellers set forth in Section 3.1 (Due Incorporation; Good Standing), Section 3.2 (Due Authorization), Section 3.3(b)(ii)(2) (Governmental Filings; No Violations), Section 3.14(a) (Title to Assets; Sufficiency of Assets; Condition of Assets), and Section 3.18 (Brokers and Finders).

"***Further Assignment Notice***" has the meaning set forth in Section 2.7(e).

"***GAAP***" means generally accepted accounting principles in the United States, as in effect from time to time.

"***Governmental Authority***" means any U.S., state, local or foreign governmental, regulatory or administrative body, agency or authority, any court or judicial authority or arbitration tribunal, whether national, Federal, state or local or otherwise, or any Person lawfully empowered by any of the foregoing to enforce or seek compliance with any applicable law, statute, regulation, order, or decree.

"***Hazardous Material***" means any chemicals, materials, or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants," "pollutants," "toxic pollutants," under any Environmental Law or for which liability or standards of conduct may be imposed pursuant to Environmental Law, including petroleum and petroleum products, by-products, derivatives or wastes, radioactive materials, asbestos or asbestos-containing materials or products, per- and polyfluoroalkyl substances, polychlorinated biphenyls (PCBs) or materials containing same, lead or lead-based paints or materials, radon, fungus, mold in quantities or concentrations that may adversely affect human health or materially affect the value or utility of the building(s) in which it is present, or other substances that may have an adverse effect on human health or the environment.

"***HMT***" has the meaning set forth in the definition of "Sanction."

"***HSR Act***" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"***Identified Contracts***" has the meaning set forth in Section 2.7(c).

"***Income Tax***" means any United States or foreign, federal, state, provincial, municipal, or county Tax that, in whole or in part, is based on, measured by or calculated by reference to net income, profits or gains, including any state or local franchise Tax, and including any interest, penalty or addition thereto, whether disputed or not.

"***Income Tax Returns***" means any Tax Return with respect to Income Taxes.

"***Indebtedness***" means, with respect to any Person, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations (including any prepayment premiums or penalties payable as a result of the repayment thereof) arising under, any obligations consisting of (a) indebtedness for borrowed money or indebtedness issued in substitution or exchange for borrowed money for the deferred purchase price of property or services, (b) indebtedness evidenced by any note, bond, debenture or other debt security, (c) all obligations under financing or capital leases, including obligations created or arising under any conditional sale or other title retention agreement, or incurred as financing, (d) all deferred obligations to reimburse any bank or other Person in respect of amounts paid or advanced under a letter of credit, surety bond, performance bond or other instrument, (e) all Liabilities in respect of letters of credit and bankers' acceptances, to the extent drawn and payable, (f) all Liabilities in respect of "earn-out" obligations and other obligations for the deferred purchase price of property, assets, or services, including any royalty or "earn-out" payments (other than trade payables or accruals incurred in the Ordinary Course of Business), (g) book overdraft, and (h) all Indebtedness of others guaranteed, directly or indirectly, by such Person or as to which such Person has an obligation (contingent or otherwise) that is substantially the economic equivalent of a guarantee or that is otherwise recognized in the financial statements of such Person.

"***Insurance Policies***" has the meaning set forth in Section 3.17.

"***Intellectual Property Rights***" means all rights in the following in any jurisdiction throughout the world: (a) patents, patent applications, patent disclosures and statutory invention registrations, including reissues, divisions, continuations, continuations in part, extensions and reexaminations thereof, all rights therein provided by international treaties or conventions ("***Patents***"); (b) trademarks, service marks, trade dress, trade names, logos (and all translations, adaptations, derivations and combinations of the foregoing) and Internet domain names, together with all goodwill associated with each of the foregoing, any and all common law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing; (c) copyrightable works (including computer software source code, executable code, databases and related documentation and maskworks), copyrights, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions; and (d) confidential and proprietary information, including trade secrets, unpatented inventions, data and know-how ("***Trade Secrets***").

"***Inventory***" means all inventory Related to the Business, wherever located, including all finished goods whether held at any location or facility of Sellers or any of their respective Affiliates or in transit to Sellers or any of their respective Affiliates, all semi-finished and finished goods, raw materials, works in progress, samples, prototypes, displays, packaging, supplies, tooling and parts, together with all rights of Sellers against suppliers thereof, in each case, as of the Closing Date, except to the extent included in Excluded Assets.

"***Investment***" means, as to any Person, any direct or indirect investment by such Person, by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor incurs debt of the type referred to in clause (h) of the definition of Indebtedness in respect of such Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such other Person.

"***IP Assignment***" has the meaning set forth in Section 2.8(b)(ii).

"***IT Equipment***" means networks and communications equipment, information technology assets, network appliances, and storage devices, and any attached and associated hardware, routers, devices, panels, cables, manuals, cords, connectors, cards, and vendor documents, and including all warranties of the vendor applicable thereto.

"***Key Customers***" has the meaning set forth in Section 3.16.

"***Key Vendors***" has the meaning set forth in Section 3.16.

"***Knowledge***" means, with respect to Sellers, the knowledge, after reasonable inquiry, of any of the individuals listed on Schedule 1.1(a).

"***Labor Agreement***" has the meaning set forth in Section 3.9(a)(xv).

"***Law***" means any and all applicable international, foreign, federal, state and local laws (statutory, common or otherwise, and including international conventions, protocols and treaties), acts, statutes, constitutions, treaties, conventions, rules, guidelines, regulations, ordinances, codes, policies, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

"***Lease Assignment Agreement***" has the meaning set forth in Section 2.8(b)(vi).

"***Leased Real Property***" has the meaning set forth in Section 3.8(b).

"***Letter of Credit***" has the meaning set forth in Section 3.6(e).

"***Liability***" means any and all debts, liabilities, commitments and obligations of any kind, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising (including, whether arising out of any contract or tort based on negligence or strict liability).

"***Lien***" means any mortgage, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any leases evidencing Capitalized Lease Obligations (as defined in the DIP Credit Agreement) having substantially the same economic effect as any of the foregoing).

"***M&F***" has the meaning set forth in Section 10.20(a).

"***Material Adverse Effect***" means any change, event, circumstance, occurrence, condition, development, fact, or state of facts occurring that has had or could reasonably be expected to have, individually or in the aggregate, a material adverse effect on: (a) the Business, the Purchased Assets, the Assumed Liabilities, or the condition (financial or otherwise), operations, cash flows, or results of operations of the Business, the Purchased Assets, or the Assumed Liabilities, taken as a whole, or (b) any Seller's ability to consummate the transactions contemplated by this Agreement and the other Transaction Documents; *provided*, *however*, that, solely with respect to the preceding clause (b), any change, event, circumstance, occurrence, condition, development, fact, or state of facts arising from or related to the following shall be disregarded in determining whether there has been a Material Adverse Effect or whether a Material Adverse Effect could reasonably be expected to occur: (i) general economic, business, industry or credit, financial or capital market conditions (whether in the United States or internationally), including conditions affecting generally all companies engaged in the same industry as the Business, and certain activities ancillary thereto or a segment thereof, or the industries served by the Business; (ii) the announcement of this Agreement or pendency of the transactions contemplated hereby in accordance with the terms hereof; (iii) the breach of this Agreement or any other Transaction Document by Purchaser; (iv) pandemics and any response of any Governmental Authority thereto; (v) earthquakes, tornados, hurricanes, floods and acts of God; (vi) acts of war (whether declared or not declared), sabotage, terrorism, military actions or the escalation thereof; (vii) any changes or prospective changes in applicable laws, regulations or accounting rules, including GAAP or interpretations thereof, or any changes or prospective changes in the interpretation or enforcement of any of the foregoing, or any changes in general legal, regulatory or political conditions after the date hereof; (viii) adverse changes or effects on the Business or the Purchased Assets that directly result from the filing or pendency of the Bankruptcy Cases; (ix) the commencement of the Bankruptcy Cases; and (x) any action or omission by Sellers required or permitted to be taken by this Agreement or the other Transaction Documents, except, in the case of the foregoing clauses (i), (iv), (v), (vi) and (vii), to the extent that the Business or the Purchased Assets are disproportionately adversely affected thereby relative to other similarly situated Persons operating in the industries in which the Business operates.

"***Material Contract***" has the meaning set forth in Section 3.9(a).

"***Multiemployer Plan***" has the meaning set forth in Section 3(37) of the Code.

"***Necessary Consent***" means, with respect to any Contract or Permit, the approval, authorization, consent or waiver of, or granting or issuance of any license or permit required under such Contract or Permit in order to transfer it to Purchaser by any party thereto.

"***Notice of Potential Assignment***" has the meaning set forth in Section 2.7(c).

"***Notice of Successful Bidder***" has the meaning set forth in the Bid Procedures Order.

"***OFAC***" has the meaning set forth in the definition of "Sanction."

"***Order***" means any order, judgment, decree, award, decision, injunction, order, ruling, writ, award, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Authority or by any arbitrator, including any order entered by the Bankruptcy Court in the Bankruptcy Cases.

"***Ordinary Course of Business***" and similar terms means the ordinary and usual course of operations of the Business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases and recent past practice in response to any tariffs, sanctions, or trade policies implemented by any Governmental Authority.

"***Organizational Documents***" means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement or limited liability company agreement (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, trust or other applicable agreement of formation or organization and, if applicable, any agreement or instrument with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"***Owned Intellectual Property***" has the meaning set forth in Section 3.12(a).

"***Owned Real Property***" has the meaning set forth in Section 3.8(a).

"***Party***" and "***Parties***" each has the meaning set forth in the preamble.

"***Patents***" has the meaning set forth in the definition of Intellectual Property Rights.

"***Permit***" means any consent, license, permit, certificate, clearance, qualification, franchise, waiver, approval, authorization, certificate, registration, certificate of occupancy or filing issued by, obtained from, or made with a Governmental Authority or that are otherwise necessary for Sellers to own the Purchased Assets or operate the Business.

"***Permitted Access Parties***" has the meaning set forth in Section 5.4(a).

"***Permitted Liens***" means, as of the Closing Date, all (a) Liens for Taxes, assessments and governmental charges or levies not yet delinquent or for which adequate reserves are maintained on the financial statements of Sellers; (b) Liens imposed by law, such as materialmen's, mechanics', carriers', workmen's and repairmen's liens and other similar liens arising in the Ordinary Course of Business securing obligations that are not overdue or which are being contested in good faith by appropriate proceedings and for which adequate reserves are maintained on the financial statements of Sellers; (c) pledges or deposits to secure obligations under workers' compensation laws or similar legislation or to secure public or statutory obligations that are not otherwise due or delinquent; (d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the Ordinary Course of Business consistent with past practice and set forth on the financial statements of Sellers; (e) all matters of record, including survey exceptions, reciprocal easement agreements and other encumbrances on title to real property; (f) all applicable zoning, entitlement, conservation restrictions and other land use and environmental regulations; (g) all exceptions, restrictions, easements, charges, rights-of-way and other Liens set forth in any permits, any deed restrictions, groundwater or land use limitations or other institutional controls utilized in connection with any required environmental remedial actions, or other state, local or municipal franchise applicable to Sellers or any of their respective properties; and (h) Liens referred to on Schedule 1.1(b).

"***Permitted Post-Closing Encumbrance***" means (a) zoning restrictions, building codes and other land use laws regulating the use or occupancy of real property and imperfections in title, charges, easements, rights of way, covenants, restrictions, licenses and other Liens that do not materially affect the value, use or transferability of the affected asset or property or materially interfere with the operation of the assets or property to which they relate; (b) Liens on the interest of any landlord or sublandlord or underlying fee interest of any Acquired Real Property Lease, but only those not extinguished by the Sale Order; (c) mechanics', carriers', workmen's, repairmen's or other similar Liens arising or incurred in the Ordinary Course of Business for amounts which are (i) not due and payable, and (ii) not, individually or in the aggregate, material to the Business or the Purchased Assets; and (d) Liens for Taxes, assessments or other governmental charges or levies that are not yet due or payable or are being contested in good faith by appropriate proceedings with reserves taken pursuant to applicable accounting standards.

"***Person***" means an individual, corporation, partnership, joint venture, trust, association, estate, joint stock company, limited liability company, unincorporated organization, Governmental Authority or any other organization of any kind.

"***Personal Information***" means any information that (a) relates to an identified or identifiable natural person; an "identifiable person" is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his, her, or their physical, physiological, mental, economic, cultural or social identity, including, unique device or browser identifiers, names, addresses, telephone numbers, email addresses, social security numbers, or account information, and (b) is defined as "personally identifiable information" (PII), "personal information," "personal data," or other similar term (as applicable), within the meaning of any Privacy Laws in effect prior to, or as of, the Closing.

"***Petition Date***" means August 17, 2025.

"***Prepetition Documents***" has the meaning set forth in the DIP Orders.

"***Prepetition Liens***" has the meaning set forth in the DIP Orders.

"***Prepetition Obligations***" has the meaning set forth in the DIP Orders.

"***Previously Omitted Contract***" has the meaning set forth in Section 2.7(k).

"***Previously Omitted Contract Designation***" has the meaning set forth in Section 2.7(k).

"***Previously Omitted Contract Notice***" has the meaning set forth in Section 2.7(l).

"***Privacy Laws***" means any and all Applicable Laws, legal requirements, and binding self-regulatory guidelines relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (both technical and physical), disposal, destruction, disclosure or transfer (including cross-border) of Personal Information, including Section 5 of the Federal Trade Commission Act, California Consumer Privacy Act, Gramm-Leach-Bliley Act, Payment Card Industry Data Security Standard, EU General Data Protection Regulation, and any and all Applicable Laws relating to breach notification or marketing in connection with Personal Information.

"***Property Taxes***" means ad valorem, property, excise or similar Taxes (including any interest, fine, penalty or additions to tax imposed by any Governmental Authority in connection with such Taxes) based upon the acquisition, operation or ownership of the Purchased Assets but excluding, for the avoidance of doubt, Income Taxes and Transfer Taxes.

"***Purchase Price***" has the meaning set forth in Section 2.5.

"***Purchased Assets***" has the meaning set forth in Section 2.1.

"***Purchaser***" has the meaning set forth in the preamble.

"***Purchaser Designee***" has the meaning set forth in Section 2.9.

"***Real Property Lease***" has the meaning set forth in Section 3.8(b).

"***Registered Intellectual Property***" has the meaning set forth in Section 3.12(a).

"***Rejected Contracts Schedule***" has the meaning set forth in Section 2.7(c).

"***Rejected Identified Contracts***" has the meaning set forth in Section 2.7(c).

"***Related to the Business***" means related to, owned, leased, licensed, used, or held for use or in consignment, in connection with the Business as conducted by Sellers prior to the Closing.

"***Release***" means any release, spill, emission, discharge, leaking, pumping, injection, deposit, placing, disposal, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of any Hazardous Material through or in the air, vapor, soil, surface water, groundwater or property.

"***Required Consents***" has the meaning set forth in Section 3.3(a).

"***Response Action***" means any action taken to investigate, abate, treat, remediate, clean up, remove or mitigate any violation of Environmental Law, any Contamination of any property owned, leased or used by the Business or any release or threatened release of Hazardous Materials. Without limitation, Response Action shall include any action that would be a response as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended at the date of Closing, 42 U.S.C. § 9601 (25).

"***Sale Hearing***" has the meaning set forth in the Bid Procedures Order.

"***Sale Order***" means an Order of the Bankruptcy Court entered in the Bankruptcy Cases approving and authorizing this Agreement and the transactions contemplated herein (including approving and authorizing any Seller's assumption and assignment pursuant to section 365 of the Bankruptcy Code of the Assumed Contracts), which Sale Order shall be in the form attached as Exhibit 1.1 to this Agreement, with such changes to which Sellers consent (such consent not to be unreasonably withheld, delayed, or conditioned) and Purchaser consents (such consent to be exercised in its sole and absolute discretion).

"***Sanction***" shall mean any sanction administered or enforced by the United States Government, including the Department of the Treasury's Office of Foreign Assets Control ("***OFAC***"), the Department of State, and the United Nations Security Council, the European Union, His Majesty's Treasury ("***HMT***") or other relevant sanctions authority.

"***Scheduled Employees***" has the meaning set forth in Section 3.10(g).

"***Schedules and Statements***" means the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs filed in the Bankruptcy Cases on [●] (ECF Nos. [●]–[●]).

"***Selected Employees***" has the meaning set forth in Section 5.5(a).

"***Seller Intellectual Property***" means Owned Intellectual Property, together with all other Intellectual Property Rights exclusively licensed to Sellers or which Sellers otherwise have the exclusive right to use.

"***Seller Property Taxes***" means the Property Taxes allocable to Sellers pursuant to the procedures set forth in Section 5.8(b) to the extent unpaid at the Closing.

"***Sellers***" has the meaning set forth in the preamble.

"***Seller Transaction Expenses***" means, to the extent not paid prior to the Closing, an amount equal to the M&A Transaction Fee or Restructuring Fee due and owing to Jefferies LLC ("***Jefferies***") as of Closing in connection with this Agreement pursuant to and as defined in that certain engagement letter between the Parent and Jefferies, dated as of June 25, 2025 (the "***Engagement Letter***"), and approved by the Bankruptcy Court; *provided*, that Jefferies shall only be paid either an M&A Transaction Fee or a Restructuring Fee on account of the Closing in connection with this Agreement as provided for in the foregoing Engagement Letter, but not both such fees.

"***Subject Employees***" has the meaning set forth in Section 5.5(a).

"***Subsidiary***" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity (a) of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or (b) the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person and, in the case of this clause (b), which is treated as a consolidated subsidiary for accounting purposes.

"***Successful Bidder***" has the meaning set forth in the Bid Procedures Order.

"***Take-Back Indebtedness***" means the portion of the obligations under the DIP Credit Agreement in an aggregate principal amount of $[●] assumed by Purchaser at Closing.

"***Tax***" (and, with correlative meaning, "***Taxes***," "***Taxable***," and "***Taxing***") means (a) any net income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, franchise, profits, license, capital, withholding, payroll, estimated, employment, excise, goods and services, severance, stamp, occupation, premium, property, social security, environmental (including Code section 59A), alternative or add-on, value added, registration, windfall profits or other taxes, duties, charges, fees, levies or other assessments imposed by any Governmental Authority, or any interest, penalties, or additions to tax incurred under Applicable Laws with respect to taxes; and (b) any liability in respect of any item described in clause (a) above that arises by reason of a contract, assumption, transferee or successor liability, operation of law (including by reason of participation in a consolidated, combined or unitary Tax Return) or otherwise.

"***Tax Returns***" means any report, return (including any information return), declaration or other filing required or permitted to be supplied to any taxing authority or jurisdiction with respect to Taxes, including any amendments or attachments to such reports, returns, declarations or other filings.

"***TCEQ***" means the Texas Commission on Environmental Quality.

"***Termination Date***" has the meaning set forth in Section 8.1(b).

"***Title Company***" means Stewart Title Guaranty Company or any other nationally recognized title insurance company designated by Purchaser.

"***Trade Secrets***" has the meaning set forth in the definition of Intellectual Property Rights.

"***Transaction Documents***" means this Agreement and all other ancillary agreements, documents, certificate, or instruments to be entered into by, or documentation delivered by, any Party pursuant to this Agreement.

"***Transfer Taxes***" has the meaning set forth in Section 5.8(a).

"***Transferred Employees***" has the meaning set forth in Section 5.5(a).

"***Transferred Intellectual Property***" means all Seller Intellectual Property other than any Intellectual Property Right which is an Excluded Asset.

"***Transferred IT Equipment***" means all IT Equipment that is Related to the Business, except to the extent included in Excluded Assets.

"***Transferred Owned Real Property***" means all Owned Real Property other than any Owned Real Property which is an Excluded Asset.

"***Transferred Permit***" has the meaning set forth in Section 2.1(m).

"***Transferred Seller Plans***" has the meaning set forth in Section 2.1(o).

"***WARN Act***" means the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar applicable state law.

"***Wayward Assets***" is defined in Section 5.11.

"***Wind Down Account***" means a segregated account designated by the Sellers to hold the Wind Down Amount in accordance with the Sale Order.

"***Wind Down Amount***" means an amount equal to $[1,100,000].

ARTICLE II
PURCHASE AND SALE; CLOSING

2.1 **Purchase and Sale**. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement (including entry of the Sale Order), at the Closing, Sellers shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and accept from Sellers, all of Sellers' right, good title, and interest in and to all of the assets of Sellers, other than the Excluded Assets, to the extent such assets exist as of the Closing Date, wherever located, including, without limitation, the following assets (the "***Purchased Assets***"), in each case free and clear of all Liens to the extent provided in the Sale Order (other than Permitted Post-Closing Encumbrances):

(a) all Cash and Cash Equivalents, security entitlements, securities accounts, commodity contracts and commodity account and including any cash collateral that is collateralizing any letters of credit or Insurance Policies, excluding (i) the Carve-Out Account, but including any funds remaining in the Carve-Out Account after all Allowed Professional Fees have been irrevocably paid in full, and (ii) the Cash Consideration;

(b) Accounts Receivables;

(c) Inventory;

(d) Transferred Owned Real Property;

(e) Fixtures and Equipment, including Transferred IT Equipment;

(f) Transferred Intellectual Property;

(g) each Contract listed on Schedule 2.1(g), including the Acquired Real Property Leases (such Contracts, collectively, the "***Closing Assumed Contracts***"), and each Additional Assumed Contract, together with all outstanding purchase orders related thereto, it being understood that the Closing Assumed Contracts will not include any of the Rejected Identified Contracts;

(h) each non-executory Contract Related to the Business listed on Schedule 2.1(h);

(i) all leasehold rights in personal property leased by Sellers and used or held for use primarily in connection with the Business;

(j) all of Sellers' rights under confidentiality or non-disclosure agreements with respect to confidential treatment of information Related to the Business or the Purchased Assets and with respect to solicitation and hiring of Scheduled Employees;

(k) for each Seller, the books and records, and the corporate charter, seal, minute books, stock record books and other similar documents, including all personnel records (including all human resources and other records) relating to the Transferred Employees;

(l) all Claims and Actions owned by or available to any Seller (excluding Commercial Tort Claims but including Avoidance Actions), (i) Related to the Business or related to the Purchased Assets, the Assumed Liabilities, or the acquisition, ownership, management, operation, use, function, or value of the Business or any Purchased Asset; (ii) against any counterparty to a Assumed Contract, or any Affiliate of such counterparty; or (iii) against any current or former director, officer, manager, Employee, contractor, consultant or advisor employed by or providing services to any Seller to the extent Related to the Business (such actions, the "***Assigned Actions***");

(m) all Permits (including Environmental Permits, subject to any TCEQ specific terms set forth in the Sale Order or any other order of the Bankruptcy Court), and all pending applications therefor, in each case, to the extent Related to the Business and necessary for the current operation and conduct of the Business and Purchased Assets (the "***Transferred Permits***"), including the Permits set forth on Schedule 2.1(m);

(n) any interests, shares, securities, or other investments set forth on Schedule 2.1(n);

(o) the Benefit Plans set forth on Schedule 2.1(o), together with any additional Benefit Plans, if any, designated by Purchaser by providing written notice to Sellers not later than ten (10) Business Days prior to the expected Closing Date, and all rights and interests of any Seller thereunder, and any trusts, funding vehicles, insurance policies, administrative services agreements, files and records, and other assets related thereto to the extent Related to the Business or Transferred Employees (collectively, the "***Transferred Seller Plans***");

(p) all credits, prepaid expenses, prepayments, deferred charges, advance payments, refunds, customer deposits and security deposits, prepaid items and duties, customer or vendor rebates, credits or other refunds, earnest deposits, bid, performance, lease, utility and other deposits, and all other forms of deposit or security placed by Sellers for the performance of an Assumed Contract, in each case, to the extent Related to the Business or related to a Purchased Asset;

(q) any claim, interest, right, award, recovery, indemnity, warranty, right to insurance proceeds, rebate, right of set off, refund, reimbursement, audit right, duty, obligation, liability or other intangible right in favor of or owed to any Seller (other than rights arising under or relating to this Agreement and the other Transaction Documents), to the extent (i) related to any Assigned Action or Transferred Seller Plan, (ii) related to any other Purchased Asset, any Assumed Liability, or the Business, or (iii) related to any insurance proceeds as set forth in Section 5.12;

(r) all of Sellers' rights under invention, intellectual property assignment, non-competition, non-solicitation of customers and Employees, and non-disparagement agreements, with current and former Employees and agents of any Seller or third party to the extent related to the Purchased Assets (or any portion thereof) or with the Transferred Employees;

(s) all customer and supplier lists Related to the Business and all telephone and telephone facsimile numbers and other directory listings of the Business;

(t) all goodwill, customer and referral relationships, other intangible property, and all privileges and rights of set-off, in each case, Related to the Business or to the extent attributable to the Purchased Assets or the Assumed Liabilities;

(u) all rights of any Seller under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers, and contractors to any Seller to the extent related to the Purchased Assets;

(v) all bank accounts Related to the Business, other than those set forth on Schedule 2.2(f);

(w) any refund of any Taxes paid by or allocable to any Seller other than any refund of Taxes that are Excluded Liabilities;

(x) all current and historical primary, excess and umbrella policies, self-insurance and captive insurance company arrangements, casualty, workers' compensation, general liability and auto liability insurance policies, including the policies set forth on Schedule 3.17, and all rights of any nature with respect to any such insurance policy, including any recoveries thereunder and any claims, rights to assert claims, or causes of action thereunder or proceeds thereof;

(y) prepaid expenses of Sellers and any of their respective Affiliates to the extent attributable to a Purchased Asset or otherwise Related to the Business;

(z) the rights under the trust funds established under the trust agreements identified on Schedule 3.13(f) with respect to Environmental Liabilities, subject to any TCEQ specific terms set forth in the Sale Order or any other order of the Bankruptcy Court;

(aa) other than any Excluded Asset, all right, title, and interest of Sellers in, for or under the Business and other assets, properties or rights of every kind and description, wherever located, whether real, personal, or mixed, tangible or intangible, Related to the Business, whether owned, leased, licensed, used, occupied, or held for use by Sellers; and

(bb) all proceeds and products of any and all of the foregoing Purchased Assets.

2.2 **Excluded Assets**. Notwithstanding anything to the contrary contained in Section 2.1 above or any other provision of this Agreement or any Transaction Document, the following assets are not being sold, assigned, transferred, or conveyed to Purchaser by Sellers hereunder (collectively, the "***Excluded Assets***"):

(a) the Cash Consideration;

(b) data files, archive files, systems documentation, and other data processing information and records relating solely to any of the Excluded Assets;

(c) all Contracts (other than Closing Assumed Contracts or Additional Assumed Contracts), including the Contracts set forth on the Rejected Contracts Schedule (the "***Excluded Contracts***");

(d) all current and prior directors' and officers' liability insurance policies maintained by Sellers and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(e) the Carve-Out Account, excluding any funds remaining in the Carve-Out Account after all Allowed Professional Fees have been irrevocably paid in full;

(f) the bank accounts set forth on Schedule 2.2(f) (including any cash held therein);

(g) the rights which accrue or will accrue to Sellers under this Agreement and the Transaction Documents;

(h) any rights, claims, or causes of action, including rights pursuant to warranties, representations, and guarantees, each to the extent related to (i) Excluded Assets described herein, and (ii) intercompany obligations between Sellers or any of their respective Affiliates;

(i) any tangible or intangible asset held by Sellers pursuant to a lease, license, contract, or other agreement where such lease, license, contract, or other agreement is an Excluded Contract;

(j) all securities, whether capital stock or debt, of Sellers, other than those set forth on Schedule 2.1(n);

(k) all Personal Information that Sellers are prohibited by Applicable Law, including applicable Privacy Laws, or by any of Seller's public-facing policies, notices or other disclosures from delivering or transferring to Purchaser;

(l) all personnel records (including all human resources and other records) of Employees who are not Transferred Employees;

(m) all open purchase orders for goods and services with customers of the Business outstanding as of the Closing, other than the Assumed Customer Orders;

(n) all open orders for goods and services with suppliers of the Business that remain unfulfilled as of the Closing, other than the Assumed Supplier Orders;

(o) any Benefit Plan other than the Transferred Seller Plans and any trusts, funding vehicles, insurance policies, administrative services agreements, files and records, and other assets, related thereto (other than with respect to the Transferred Seller Plans);

(p) documents that (i) Sellers are required by Applicable Law to retain, (ii) if transferred would violate any Applicable Laws (including with respect to privacy), or (iii) are subject to any attorney-client, work product or similar privilege with respect to work performed in anticipation of or in connection with the preparation or administration of the Bankruptcy Cases, this Agreement or the transactions contemplated by this Agreement;

(q) any assets, properties and rights described or set forth on Schedule 2.2(q); and

(r) Sellers' Commercial Tort Claims.

2.3 **Assumed Liabilities**. On the terms and conditions contained in this Agreement, Purchaser shall, after the Closing, assume and be liable and responsible for paying and satisfying, solely and only the following Liabilities, all items not set forth below in this Section 2.3 being excluded (all Liabilities so assumed, the "***Assumed Liabilities***"):

(a) all Liabilities exclusively arising in connection with or from the use of the Purchased Assets or operation of the Business after the Closing;

(b) all Liabilities arising after the Closing of any Seller to deliver products or services pursuant to Assumed Customer Orders;

(c) all Liabilities under the Assumed Contracts, in each case to the extent arising out of any event, fact, act, omission, or condition occurring after the Closing and excluding any Liabilities arising from or relating to any breaches under such Assumed Contracts prior to the Closing;

(d) all Liabilities under the Transferred Seller Plans, to the extent arising from Purchaser's employment of Transferred Employees and all Liabilities assumed by Purchaser pursuant to Section 5.5, in each case to the extent arising out of any event, fact, act, omission, or condition occurring after the Closing;

(e) all Liabilities related to the Assigned Actions to the extent arising out of any event, fact, act, omission, or condition occurring after the Closing;

(f) all Assumed Cure Costs payable pursuant to Section 2.7(a) and all Liabilities described in Section 2.7(i);

(g) the Take-Back Indebtedness;

(h) Liabilities for accrued and unpaid vacation, holidays, sick pay and other paid time-off for the Transferred Employees (the "***Assumed PTO***");

(i) all Liabilities under any Transferred Permit to the extent arising out of any event, fact, act, omission, or condition occurring after the Closing;

(j) all Liabilities with respect to any product liability or warranty claims relating to the Business and arising out of facts, events, or conditions first existing or first occurring after the Closing;

(k) all Liabilities for Taxes imposed on or with respect to the Purchased Assets or the Business that are attributable to any period or portion thereof beginning after the Closing;

(l) Liabilities for trade accounts payable incurred from and after the Petition Date and until and including the Closing Date; and

(m) without duplication of any other item described in this Section 2.3, all financing or capital leases secured by any of the Purchased Assets set forth on Schedule 2.3(k).

2.4 **Excluded Liabilities**. Anything in this Agreement or in any other Transaction Document to the contrary notwithstanding, except for the Assumed Liabilities set forth in Section 2.3, Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or otherwise become responsible for Sellers' or any of their respective Affiliates' Liabilities that are not Assumed Liabilities (such excluded Liabilities are collectively referred to herein as the "***Excluded Liabilities***"), and Sellers and their Affiliates shall remain fully and solely responsible for all Excluded Liabilities. For the avoidance of doubt, any and all of the following shall constitute Excluded Liabilities:

(a) any Liability under the DIP Credit Agreement (except the Take-Back Indebtedness), the Prepetition Obligations, and any other Indebtedness of Sellers;

(b) any Liability to the extent arising out of any Excluded Asset, including the Excluded Contracts;

(c) all Claims or Actions pending on or before the Closing against Sellers and all Claims or Actions against or giving rise to liabilities or obligations of the Business or the Purchased Assets based on acts or omissions by Sellers (or any of them) prior to the Closing even if instituted after the Closing;

(d) all Liabilities to any current or former holder or owner of capital stock or other Equity Interests of Sellers or any security convertible into, exchangeable or exercisable for shares of capital stock or other Equity Interests of Sellers or any current or former holder of Indebtedness of Sellers;

(e) all drafts or checks outstanding at the Closing under which Sellers are obligated;

(f) indemnification or advancement of expenses for any current or former officer or director of any Seller or any of the Subsidiaries of Sellers;

(g) all Liabilities for trade or accounts payable and other obligations of payment to any Person to the extent arising prior to the Closing other than as assumed pursuant to Section 2.3(l);

(h) any Liability with respect to any of the current or former Employees arising prior to the Closing, other than (i) the Assumed PTO and (ii) Liabilities arising under a Transferred Seller Plan (prior to or on Closing);

(i) all Liabilities under any futures contracts, options on futures, swap agreements, or forward sale agreements;

(j) any and all (i) Taxes allocated to, of or imposed on Sellers (or any member or Affiliate of a Seller), (ii) Taxes imposed on or with respect to the Business or the Purchased Assets that are attributable to any period or portion thereof ending on or prior to the Closing, (iii) Taxes that arise from the consummation of the transactions contemplated by this Agreement, (iv) Transfer Taxes that are the responsibility of Sellers pursuant to Section 5.8(a), and (v) any Taxes payable to the extent arising out of or related to the Excluded Assets or with respect to the activities of any Seller or any of their respective Affiliates (including divested or discontinued business of any Seller or their respective Affiliates);

(k) any Environmental Liability arising out of or relating to (i) the Excluded Assets, (ii) the conduct of the Business or the ownership or operation of the Business and the Purchased Assets, in each case, on or prior to the Closing; (iii) the presence, Release or threat of Release of or exposure to any Hazardous Materials at, on, or under or migrating from any Owned Real Property, Leased Real Property or otherwise with respect to the Purchased Assets, or otherwise arising out of the ownership or operation of, the Business, in each case, arising on or prior to the Closing; (iv) the transportation, storage, treatment, disposal, generation, manufacturing, recycling, reclamation, use or other handling of any Hazardous Materials with respect to the Purchased Assets, or relating in any manner to the ownership or operation of, the Business on or prior to the Closing; (v) the presence, existence or human exposure to asbestos in any form at, on, under or within any Purchased Asset, Owned Real Property, or Leased Real Property occurring, arising or existing on or prior to the Closing; (vi) Liabilities that Sellers have assumed by Contract from a third party prior to the Closing that are not a Closing Assumed Contract; (vii) any Contract that is not an Assumed Contract; (viii) any violations of Environmental Law to the extent such violations occurred prior to the Closing regardless of whether those violations continue on or past the Closing (subject to TCEQ specific terms in the Sale Order or any other order of the Bankruptcy Court or as otherwise expressly assumed by Purchaser); or (ix) the matters set forth on Schedule 2.4(k);

(l) all Liabilities relating to (i) the collection, storage, transmission, use or disposal of any Personal Information of any third party, in each case, on or before the Closing, and (ii) the transfer of any such Personal Information to Purchaser to the extent permitted under this Agreement;

(m) all Liabilities, including any Claims or Actions, with respect to current or former Employees (or their representatives or beneficiaries) or employees of any ERISA Affiliate, or any officers, directors, retirees, independent contractors, consultants or job applicants of any Seller or any ERISA Affiliate, for any action or inaction of any Seller (or any predecessor of any Seller) occurring on or prior to the Closing, including with respect to any Benefit Plan, severance, vacation, payroll, sick leave, unemployment benefits, retirement benefits, pension benefits, Employee stock options, equity compensation, Employee stock purchases, or profit sharing plans, health care and other welfare plans or benefits, or any other Employee plans or arrangements or benefits or other compensation of any kind to any Employee, officer, director, retiree, independent contractor, consultant or job applicant, including under any benefit plans, programs and arrangements of an ERISA Affiliate and Liabilities of Sellers and their predecessors for severance and Liabilities pursuant to the WARN Act;

(n) all Liabilities of Sellers or any of their respective ERISA Affiliates relating to, arising out of, or with respect to any Multiemployer Plan;

(o) any payment obligation or liability, contingent or otherwise, for brokerage or finders' fees or similar payment in connection with this Agreement (including all Allowed Professional Fees and all amounts necessary to wind-down the Sellers' estates);

(p) all Liabilities relating to, arising from or with respect to the failure to comply with any bulk sales laws;

(q) all Liabilities relating to, arising from or with respect to any worker's compensation claims and any other occurrence-based claim to the extent arising out of any event, fact, act, omission, or condition occurring prior to the Closing, irrespective of when such Liabilities arise;

(r) all Liabilities of Sellers under or arising out of the Transaction Documents and all Liabilities for which Sellers or any of their respective Affiliates are expressly made responsible pursuant to this Agreement or any other Transaction Document;

(s) all Cure Costs, other than Assumed Cure Costs;

(t) all Liabilities for all costs and expenses incurred or owed by Sellers in connection with (i) the administration of the Bankruptcy Cases, or (ii) the negotiation, execution and consummation of the transactions contemplated under this Agreement or any other Transaction Document or the DIP Credit Agreement;

(u) subject to Section 2.4(h), all Liabilities relating to, arising from or with respect to, the conduct of the Business or to the Purchased Assets (and the use thereof) arising or accruing at any time at or prior to the Closing;

(v) all Liabilities that existed, arose, or were incurred (i) prior to the Petition Date unless assumed in Section 2.3, or (ii) subsequent to the Petition Date and prior to the Closing Date, unless expressly assumed herein, including in each case of (i) and (ii) Liabilities that are dischargeable in the Bankruptcy Cases; and

(w) any other Liability of any kind, whether known or unknown, contingent or noncontingent, matured or otherwise, whether currently existing or hereinafter created, other than an Assumed Liability.

2.5 **Purchase Price**

(a) The aggregate purchase price for the purchase, sale, assignment and conveyance of Sellers' respective right, title and interest in, to and under the Purchased Assets will consist of the following (collectively, the "***Purchase Price***"):

(i) the credit bid in the amount of the Credit Bid Amount;

(ii) an amount in cash equal to the Cash Consideration; and

(iii) the assumption of the Assumed Liabilities, including payment of the Assumed Cure Costs payable pursuant to Section 2.7(a).

(b) In accordance with the foregoing, Purchaser shall (i) deliver, or cause to be delivered, to (1) Sellers an aggregate amount in cash equal to the Cash Consideration[1] and (2) the respective non-Seller counterparties to the Assumed Contracts, the applicable Assumed Cure Costs (collectively, the "***Closing Date Payment***"); and (ii) satisfy the Purchase Price at the Closing as to the Credit Bid Amount by discharging Sellers, and Sellers shall be deemed discharged, from the obligations under the DIP Credit Agreement in an aggregate amount equal to the Credit Bid Amount (for the avoidance of doubt, any Lien and security interest under the DIP Credit Agreement on any encumbered asset that is not a Purchased Asset shall not be released and will continue to secure the remaining outstanding obligations under the DIP Credit Agreement). The Closing Date Payment and any payment required to be made pursuant to any other provision hereof shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable Party to (or for the benefit of) whom such payment is to be made, and such designation shall be made, at least two (2) Business Days prior to the date such payment is to be made.

2.6 **Purchase Price Allocation**. Within ninety (90) days after the Closing Date, Purchaser will prepare or cause to be prepared and delivered to Sellers an allocation of the Purchase Price (and any other items constituting consideration for Tax purposes) among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury Regulations thereunder. Sellers and Purchaser shall cooperate in good faith to finalize a mutually agreeable Internal Revenue Service Form 8594 allocation within thirty (30) days after the delivery of the allocation by Purchaser to Sellers. If within thirty (30) days after receiving the allocation, Sellers have not objected, Purchaser's proposed allocation shall become final and binding. If within thirty (30) days after receiving the allocation Sellers object to the allocation, Purchaser and Sellers shall reasonably cooperate in good faith to resolve their differences and finalize the allocation. If the Parties reach agreement on the allocation, Sellers and Purchaser covenant (a) to report gain or loss or cost basis, as the case may be, in a manner consistent with such allocation, (b) to prepare and file, and cause their respective Affiliates to prepare and file, their Tax Returns, including Internal Revenue Service Form 8594, on a basis consistent with the allocation, (c) not to voluntarily take any position inconsistent therewith in any proceeding relating to Taxes, and (d) to use commercially reasonable efforts to sustain such allocation in any subsequent Tax audit or Tax dispute. If Purchaser and Sellers are unable to reach an agreement as to

[1] **Note to MoFo**: The cash is still subject to the prepetition liens.

the finalized allocation within such thirty (30) day period, Purchaser's proposed allocation shall become final and binding for all Tax purposes.

2.7 **Assumption and Assignment of Contracts**.

(a) Sellers shall assign to Purchaser, and Purchaser shall assume, the Closing Assumed Contracts at the Closing pursuant to the Sale Order, subject to the other provisions of this Section 2.7. Purchaser shall pay all Assumed Cure Costs in respect of the Assumed Contracts, which shall not be the obligation, liability or responsibility of Sellers. Purchaser shall provide adequate assurances of any future performance in connection with the assignment and assumption of the Closing Assumed Contracts at Closing or the effective date of such assignment and assumption of an Additional Assumed Contract; *provided*, that, whether before or after the Closing, to the extent the aggregate Cure Costs with respect to the Assumed Contracts exceeds the Assumed Cure Costs Cap, (i) Purchaser, in its sole discretion, may agree to increase the Assumed Cure Costs Cap in an amount equal to such excess, such determination to be made as soon as reasonably practicable following Purchaser's receipt of written notice of such excess amount and (ii) if Purchaser does not agree to increase the Assumed Cure Costs Cap (as described in clause (i) above) then Purchaser shall remove one or more Assumed Contract(s) from the Closing Assumed Contracts list or Additional Assumed Contracts list, as applicable, as Purchaser may determine in its sole discretion, and such Assumed Contract(s) shall thereafter be deemed to be Excluded Contract(s) and may be rejected by any Seller.

(b) The Sale Order shall provide for the assumption by the applicable Seller party thereto, and the assignment to the extent legally capable of being assigned by such Seller to Purchaser, of (i) each Closing Assumed Contract pursuant to section 365 of the Bankruptcy Code on the terms and conditions set forth in the remainder of this Section 2.7, and (ii) each Additional Assumed Contract pursuant to section 365 of the Bankruptcy Code on the terms and conditions set forth in the remainder of this Section 2.7.

(c) No later than September 23, 2025, Sellers shall file a notice (a "***Notice of Potential Assignment***") with the Bankruptcy Court in the form approved by the Bid Procedures Order and serve such Notice of Potential Assignment by first-class mail on all non-Seller counterparties to those certain executory Contracts and unexpired leases related to the Business or the Purchased Assets to which one or more Sellers or their respective Affiliates are party that Sellers may wish to assign in connection with the transactions contemplated hereby (each, an "***Identified Contract***"). In accordance with this Section 2.7(c), during the period following the date hereof to the Closing Date, Purchaser may, in its sole discretion, designate (or remove the designation of) any Identified Contract for rejection effective on or as soon as reasonably practicable after the Closing (such Identified Contracts, the "***Rejected Identified Contracts***"). The Rejected Identified Contracts as of the date hereof are set forth on Schedule 2.7(c), which schedule shall be (and shall be deemed) modified or supplemented to reflect additions or removals, as applicable, of Identified Contracts that are designated for rejection as set forth in this Section 2.7 (including pursuant to Section 2.7(a) as a result of Purchaser not agreeing to increase the Assumed Cure Costs Cap with respect to any Assumed Contract due to the Cure Costs exceeding the Assumed Cure Costs Cap) (the "***Rejected Contracts Schedule***"). Within one (1) day after the conclusion or cancellation of the Auction, or as soon as reasonably practicable thereafter, Sellers shall file with the Bankruptcy Court, and serve by first class mail on non-Seller counterparties, a notice in the form approved by the Bid Procedures Order reflecting Sellers' proposed assignment and assumption of the Closing Assumed Contracts. At the Closing, subject to Section 2.7(a), Sellers shall assume and assign to Purchaser the Closing Assumed Contracts, in each case, pursuant to section 365 of the Bankruptcy Code and the Sale Order, subject to provision by Purchaser of adequate assurance and payment of the Assumed Cure Costs related thereto as may be required under section 365 of the Bankruptcy Code. Pursuant to the terms of the Bid Procedures Order, the Sale Order, or any other Order of the Bankruptcy Court, as the case may be, and subject to Section 2.7(a), Sellers shall assume and assign to Purchaser the Additional Assumed Contracts, in each case, pursuant to section 365 of the Bankruptcy Code and the Sale Order, subject to provision by Purchaser of adequate assurance and payment of the Assumed Cure Costs related thereto, as may be required under section 365 of the Bankruptcy Code.

(d) From time to time following the date hereof (and not later than thirty (30) days after the Closing Date), Purchaser may, subject to the terms of the Bid Procedures Order, (i) designate additional Identified Contracts or any other executory contracts or unexpired leases that Purchaser wishes to assume in connection with the transactions contemplated hereby as "***Additional Assumed Contracts***" by providing written notice to Sellers in the form of an updated Additional Assumed Contracts Schedule; and (ii) designate additional Identified Contracts or any other executory Contracts or unexpired leases that Purchaser wishes to reject in connection with the transactions contemplated hereby as "***Additional Rejected Contracts***" by providing written notice to Sellers in the form of an updated Rejected Contracts Schedule. Such notice must be sent by Purchaser no later than thirty (30) days after the Closing Date (the "***Designation Deadline***"). Notwithstanding anything to the contrary contained in this Agreement, if as of the Closing Date, any Closing Assumed Contract is the subject of an objection as to the amount of the Cure Costs required for Sellers to assume and assign such contract to Purchaser, or other objection as to the assumption and assignability of such contract, and such objection has not been resolved to the satisfaction of Purchaser prior to or after the Closing Date, Purchaser reserves the right to remove such contract from the Closing Assumed Contracts list before or after the Closing Date such that such contract shall not be considered assumed and assigned to Purchaser hereunder.

(e) Following service of the notice of the Additional Assumed Contracts, Sellers shall file with the Bankruptcy Court a further assumption notice (a "***Further Assignment Notice***") by first-class mail in the form approved by the Bid Procedures Order on all non-Seller counterparties to all Additional Assumed Contracts not previously noticed by Sellers and provide a copy of the same to Purchaser. Following filing of the Further Assignment Notice, Sellers shall assume and assign to Purchaser the Additional Assumed Contracts on such date as specified in such Further Assignment Notice; *provided*, that no such designation date with respect to such Additional Assumed Contract shall be later than the forty-fifth (45^{th}) day following the Closing Date, in each case, pursuant to section 365 of the Bankruptcy Code and an order providing for the assumption by the applicable Seller party thereto, and the assignment to the extent legally capable of being assigned by such Seller to Purchaser and, of each of the Additional Assumed Contracts pursuant to section 365 of the Bankruptcy Code on the terms and conditions set forth in this Section 2.7, subject to provision by Purchaser of adequate assurance and payment of the Assumed Cure Costs related thereto as may be required under section 365 of the Bankruptcy Code. For the avoidance of doubt, (x) if Purchaser has not provided Sellers an updated Additional Assumed Contract Schedule to assume any additional Identified Contracts or other executory contracts or unexpired leases in accordance with the foregoing, then such Identified Contract or other executory contract or unexpired lease shall, together with the Rejected Identified Contracts and other executory Contracts or unexpired leases set forth on the Rejected Contracts Schedule (as may be amended, updated or modified in accordance with this Section 2.7), be deemed to be an Excluded Contract and may be rejected by any Seller party thereto after the expiration of the Designation Deadline, (y) no prepetition Cure Cost shall be due or payable with respect to any executory contract or unexpired lease until the assumption thereof, and (z) each Identified Contract or other executory contract or unexpired lease that becomes an Additional Assumed Contract pursuant to this Section 2.7(e) shall concurrently be deemed to have become a Purchased Asset.

(f) As part of the motion with respect to the Bid Procedures Order (or as necessary in one or more separate motions), Sellers shall request that, by virtue of any Seller providing seven (7) days' prior notice of its intent to assume and assign any Assumed Contract, the Bankruptcy Court deem any non-Seller party to such Assumed Contract that does not file an objection with the Bankruptcy Court during such notice period to have given any Necessary Consent to the assumption of the Assumed Contract by the relevant Seller and assignment to Purchaser.

(g) At Purchaser's request, Sellers shall reasonably cooperate with Purchaser as reasonably requested by Purchaser to allow Purchaser to enter into an amendment of any Assumed Contract upon assumption of such Assumed Contract by Purchaser (and Sellers shall reasonably cooperate with Purchaser to the extent reasonably requested by Purchaser in negotiations with the non-Seller counterparties thereof); *provided*, that (i) in no event shall any such amendments be effective prior to the Closing, and (ii) Sellers shall not be required to enter into any such amendment if such amendment would result in the incurrence of any additional Liability that would not have existed but for such amendment by Sellers that is not otherwise paid by Purchaser at the time of the assumption by Sellers of such Assumed Contract.

(h) Sellers shall use their respective reasonable best efforts to obtain one or more Orders of the Bankruptcy Court (which may be the Sale Order), which Order(s) shall be in form and substance acceptable to Purchaser, and shall reflect the terms and conditions set forth herein, to assume and assign the Assumed Contracts to Purchaser on the terms set forth in this Section 2.7 and the Bid Procedures Order.

(i) Subject to Section 2.7(j), to the extent that there is (i) an objection to the assignment and assumption of any Closing Assumed Contract or Transferred Permit outstanding at the Closing Date, (ii) an objection to the assignment and assumption of any Additional Assumed Contract or Transferred Permit on or prior to the seventh (7^{th}) day after the Further Assignment Notice is served, or (iii) any Necessary Consent that is required to assume and assign to Purchaser any Assumed Contract or Transferred Permit is not obtained by the Closing Date, each Seller shall, with respect to each such Contract or Permit, from and after the Closing and until the earliest to occur of (A) the date on which such objection is resolved or such applicable Necessary Consent is obtained, and (B) the date on which such Contract or Permit is deemed rejected under section 365 of the Bankruptcy Code, use reasonable best efforts during the term of such Contract or Permit (and to the extent the term of such Contract or Permit ends prior to the earlier of clauses (A) or (B) above) to (1) provide to Purchaser the benefits under such Contract or Permit (it being understood that Purchaser shall be solely responsible for the obligations under such Contract or Permit), (2) cooperate at Purchaser's cost and expense in any reasonable and lawful arrangement, including holding such Contract or Permit in trust for Purchaser pending resolution of such objection or receipt of the Necessary Consent, designed to provide such benefits to Purchaser, and (3) enforce for the account of Purchaser any rights of such Seller under such Contract or Permit, including the right to elect to terminate such Contract or Permit in accordance with the terms thereof upon the written direction of Purchaser; *provided*, *however*, that notwithstanding the foregoing, Sellers shall not be obligated to take any action that breaches, violates, or results in default under the terms of any Contract or Permit; *provided*, *further*, that no Seller shall be required to pay or commit to pay any amount or incur any obligation in favor of or offer or grant any accommodation (financial or otherwise) to any Person. Purchaser shall reasonably cooperate with Sellers in order to enable Sellers to provide to Purchaser the benefits contemplated by this Section 2.7(i).

(j) Notwithstanding the foregoing, a Contract shall not be a Assumed Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such Contract is (i) deemed rejected under section 365 of the Bankruptcy Code, or (ii) the subject of an objection to assignment or assumption or requires, under applicable non-bankruptcy Law, the Necessary Consent of any Governmental Authority or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the assumption and assignment by the applicable Seller to Purchaser of such Contract pursuant to section 365 of the Bankruptcy Code, and such objection has not been resolved or such Necessary Consent has not been obtained prior to the sixtieth (60^{th}) day following the Closing (as such sixty-day period may be extended by mutual agreement of Purchaser and Sellers); *provided*, that any Assumed Contract that is the subject of an objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to the resolution of such objection.

(k) If prior to or following Closing, it is discovered that a Contract should have been listed on the Notice of Potential Assignment but was not so listed and has not been rejected by Sellers (any such Contract, a "***Previously Omitted Contract***"), Sellers shall, promptly following the discovery thereof (but in no event later than two (2) Business Days following the discovery thereof), notify Purchaser in writing of such Previously Omitted Contract and all Cure Costs (if any) for such Previously Omitted Contract. Purchaser shall thereafter deliver written notice to Sellers, no later than five (5) Business Days following notification of such Previously Omitted Contract from Sellers, designating such Previously Omitted Contract as "Assumed" or "Rejected" (a "***Previously Omitted Contract Designation***"). A Previously Omitted Contract designated in accordance with this Section 2.7(k) as "Rejected," or with respect to which Purchaser fails to deliver a Previously Omitted Contract Designation, shall be deemed an Excluded Contract and added to the Rejected Contracts Schedule.

(l) If Purchaser designates a Previously Omitted Contract as "Assumed" in accordance with Section 2.7(k), (i) such Previously Omitted Contract shall be added to the Additional Assumed Contracts Schedule and deemed to be an "Additional Assumed Contract" for all purposes hereunder, and (ii) Sellers shall serve a notice (the "***Previously Omitted Contract Notice***") on the non-Seller counterparty to such Previously Omitted Contract notifying such counterparty of the Cure Costs with respect to such Previously Omitted Contract and Sellers' intention to assume and assign such Previously Omitted Contract in accordance with this Section 2.7(l). The Previously Omitted Contract Notice shall provide the non-Seller counterparty to such Previously Omitted Contract with seven (7) days to object, in writing to Sellers and Purchaser, to the Cure Costs or the assumption of its Contract. If the non-Seller counterparty, Sellers, and Purchaser are unable to reach a consensual resolution with respect to the objection, Sellers will seek an expedited hearing before the Bankruptcy Court to determine the Cure Costs and approve the assumption. If no objection is served on Sellers and Purchaser within the seven (7)-day period, Sellers shall obtain an order of the Bankruptcy Court fixing the Cure Costs and approving the assumption of the Previously Omitted Contract. For the avoidance of doubt, Purchaser shall not be responsible for any Liabilities relating to such "Assumed" Previously Omitted Contracts other than the Assumed Cure Costs relating thereto only upon assumption and assignment of such Previously Omitted Contracts to Purchaser.

2.8 **Closing**.

(a) The Closing shall take place remotely, via electronic exchange of documents, at 10:00 a.m., prevailing Eastern time, on the date that is three (3) Business Days after the satisfaction or waiver of the conditions precedent set forth in Articles VI and VII (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) or on such other date, and at such time and place, as may be agreed by Purchaser and Sellers. The date on which the Closing occurs in accordance with the preceding sentence is referred to in this Agreement as the "***Closing Date***." The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 11:59 p.m. Central Time on the Closing Date.

(b) At the Closing, Sellers shall deliver counterparts of the following to Purchaser:

(i) a bill of sale and assignment and assumption agreement in the form attached hereto as Exhibit 2.8(b)(i) (the "***Bill of Sale, Assignment and Assumption Agreement***") duly executed by Sellers;

(ii) an assignment of the Registered Intellectual Property in the form attached hereto as Exhibit 2.8(b)(ii) (the "***IP Assignment***") duly executed by Sellers;

(iii) a certificate from Sellers signed by an authorized officer of Sellers on behalf of Sellers, dated as of the Closing Date, certifying as to the satisfaction of the conditions set forth in Sections 6.1, 6.2, and 6.6 hereof;

(iv) a certified copy of the Sale Order as entered by the Bankruptcy Court, vesting the Purchased Assets in Purchaser free and clear of any Liens (except for Permitted Post-Closing Encumbrances), and a certified copy of the docket for the period following entry of the Sale Order and through the date immediately prior to the date of the Closing;

(v) with respect to each Transferred Owned Real Property, (1) a duly executed special warranty deed (or the local equivalent thereof), in form and substance as required by local Law or custom so that such deed will be in recordable form, conveying the fee estate in such Transferred Owned Real Property to Purchaser (the "***Deed***"), (2) with respect to any Transferred Owned Real Property which is subject to a ground lease as of the Closing, a duly executed and acknowledged by the applicable Seller assignment and assumption of ground lease (the "***Assignment and Assumption of Ground Lease***"), conveying the leasehold estate in such Transferred Owned Real Property to Purchaser, in recordable form in the applicable local jurisdiction, and (3) any additional documents, instruments and/or agreements, each in form and substance reasonably satisfactory to Sellers and Purchaser, which are required by local Law to be, or are customarily, filed and/or recorded with the Deed and/or the Assignment and Assumption of Ground Lease in the applicable local jurisdiction, including those certain documents, instruments, and/or agreements set forth on Schedule 2.8(b)(v);

(vi) with respect to each Closing Assumed Contract constituting an Acquired Real Property Lease, an assignment and assumption agreement conveying such Acquired Real Property Lease to Purchaser, in each case in customary form reasonably approved by Purchaser (each, a "***Lease Assignment Agreement***"), duly executed by the applicable Seller;

(vii) a certificate of the Secretary or an Assistant Secretary of each Seller certifying as to the incumbency and signatures of the executing officers of such Seller;

(viii) duly executed counterparts to each other Transaction Document;

(ix) from each Seller (or if such Seller is disregarded for U.S. federal income tax purposes, its regarded owner), an IRS Form W-9 with respect to such Seller, duly completed and executed;

(x) all personnel records relating to the Transferred Employees; *provided*, that the delivery obligations of Sellers hereunder shall be deemed satisfied if such personnel records remain at the Facility; and

(xi) such other instruments and documents as may be reasonably requested by Purchaser at least five (5) Business Days prior to Closing in order to consummate the transactions contemplated under this Agreement.

(c) At the Closing, Purchaser shall deliver the following to Sellers:

(i) payment of the Closing Date Payment pursuant to Section 2.5;

(ii) duly executed counterpart of the Bill of Sale, Assignment and Assumption Agreement;

(iii) duly executed counterpart of the IP Assignment;

(iv) duly executed counterpart of the Assignment and Assumption of Ground Lease;

(v) duly executed counterpart of the Lease Assignment Agreement;

(vi) duly executed counterparts of each other Transaction Document;

(vii) a certificate of Purchaser, dated as of the Closing Date, as to the satisfaction of the conditions set forth in Sections 7.1 and 7.2; and

(viii) such other instruments and documents as may be reasonably requested by Sellers at least five (5) Business Days prior to Closing in order to consummate the transactions contemplated under this Agreement.

2.9 **Purchaser Designees**. Purchaser shall be entitled to designate, in accordance with the terms and subject to the limitations set forth in this Section 2.9, one or more Affiliates of Purchaser to (a) purchase specified Purchased Assets; (b) assume specified Assumed Liabilities; and/or (c) employ specified Transferred Employees, in each case, as of the Closing Date (any Person that shall be properly designated by Purchaser in accordance with this clause, a "***Purchaser Designee***"). As soon as reasonably practicable and in no event later than three (3) Business Days prior to the Closing, Purchaser shall make any such designations of Purchaser Designees by way of a written notice to be delivered to Sellers. Purchaser and any Purchaser Designees shall be jointly and severally liable for any obligations of Purchaser and such Purchaser Designees hereunder. For the avoidance of doubt, and notwithstanding anything to the contrary herein, all Purchaser Designees appointed in accordance with this Section 2.9 shall be included in the definition of "Purchaser" *mutatis mutandis* for all purposes under this Agreement and all such Purchaser Designees shall be deemed to have made all of the representations and warranties of Purchaser set forth in this Agreement.

2.10 **Withholding**. Purchaser shall be entitled to deduct and withhold from amounts payable pursuant to this Agreement any amounts required to be deducted and withheld under the Code or any provision of any U.S. federal, state, local, or foreign Tax Law. Prior to withholding any amount, Purchaser shall use commercially reasonable efforts to provide written notice to any Seller to whom such amounts would otherwise have been paid, together with reasonably sufficient details regarding the relevant withholding Law. To the extent that amounts are so deducted and withheld and properly remitted to the appropriate Governmental Authority, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the applicable Seller. The Parties shall cooperate and use their commercially reasonable efforts to obtain any available reduction to or exemption from any such withholding requirement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the corresponding numbered section or subsection of the Disclosure Schedule (it being agreed that for the purposes of the representations and warranties made by Sellers in this Agreement, disclosure of any item in any section of the Disclosure Schedule shall be deemed disclosure with respect to any other section or sub-section of the Agreement to which the relevance of such item is reasonably apparent on its face), Sellers hereby represent and warrant, jointly and severally, to Purchaser, as of the date hereof and as of the Closing Date, as follows:

3.1 **Due Incorporation; Good Standing**. Each Seller is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. Each Seller has all requisite limited liability company or similar power and authority to own, lease and operate its properties and assets and to carry on the Business as presently conducted, and is qualified to do business and, to the extent such concept applies, is in good standing as a foreign legal entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of the Business requires such qualification, except where the failure to be so qualified or in good standing, or to have such power or authority, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.2 **Due Authorization**. Subject to entry of the Sale Order, (a) each Seller has all necessary power and authority to execute and deliver this Agreement and the other Transaction Documents to which such Seller is a party and to perform its obligations hereunder and to consummate the transactions contemplated hereby and thereby; (b) the execution, delivery, and performance by each Seller of this Agreement and the other Transaction Documents to which such Seller is a party, and the consummation by such Seller of the transactions contemplated hereby and thereby, have been duly authorized by all requisite corporate action or limited liability company action on behalf of such Seller, as applicable, and no other organizational proceedings on such Seller's part are necessary to authorize the execution, delivery, and performance by such Seller of this Agreement or the other Transaction Documents and the consummation by it of the transactions contemplated hereby and hereby; and (c) this Agreement and the other Transaction Documents to which each Seller is a party have been, or will be, duly executed and delivered by such Seller and, assuming the authorization, execution, and delivery thereof by Purchaser and Sellers, as applicable, constitutes, or will constitute, legal, valid, and binding obligations of such Seller, enforceable against such Seller in accordance with its and their terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally; and (ii) is subject to general principles of equity, whether considered in a proceeding at law or in equity (clauses (c)(i) and (ii), collectively, the "***Enforceability Exceptions***").

3.3 **Governmental Filings; No Violations**.

(a) Other than the filings and/or notices under the HSR Act and the filings, notices, reports, consents, registrations, approvals, permits and authorization set forth on Schedule 3.3(a) (the "***Required Consents***"), and subject to the issuance of the Sale Order and any other Order required by the Bankruptcy Court in connection with the transactions contemplated hereby, no filing, notice, report, consent, registration, approval, Permit or authorization is required to be given, filed or obtained by any Seller to or from any Person, including any Governmental Authority, in connection with the execution, delivery and performance by any Seller of this Agreement and the Transaction Documents to which any Seller is a party or the transactions contemplated hereby or thereby, except those that the failure to make or obtain would not, individually or in the aggregate, reasonably be expected to be material to the Business (taken as a whole) or prevent or materially delay the consummation of the transactions contemplated hereby.

(b) The execution, delivery and performance by Sellers of this Agreement and the other Transaction Documents does not, and the consummation of the transactions contemplated hereby and thereby, (i) will not result in the creation of any Lien under, and (ii) will not, conflict with, or result in any violation of or default (with or without notice, lapse of time or both) under, require a consent or notice under, or give rise to a right of termination, loss of rights, adverse modification of provisions, cancellation or acceleration of any obligation under (1) any provision of the Organizational Documents of any Seller or government agreement applicable to any Investment, (2) subject to the Sale Order or any other Order required by the Bankruptcy Court in connection with the transactions contemplated hereby and subject to obtaining the Required Consents, any Law or Order to which any Seller, the Business, or the Purchased Assets are subject, or (3) subject to the Sale Order or any other Order required by the Bankruptcy Court in connection with the transactions contemplated hereby, any Assumed Contracts, except, in the cases of clause (2) and (3) above, for any such creation of any Lien, breach, violation, termination, default, right or loss of rights, adverse modification, cancellation or acceleration, that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or prevent or materially delay or materially impair the consummation of the transactions contemplated hereby.

3.4 **Compliance With Laws; Permits**.

(a) Except as otherwise set forth on Schedule 3.4(a), each Seller is, and at all times for the past five (5) years has been, in material compliance with all Applicable Laws and the Business is and at all times for the past five (5) years has been conducted in material compliance with all Applicable Laws. No Seller has received any written notice of (i) any investigation or review by any Governmental Authority with respect to the Business or the Purchased Assets, or (ii) any material noncompliance with any Applicable Laws which noncompliance has not been cured. Each Seller has obtained and is in material compliance with all Permits and Orders issued or granted by a Governmental Authority necessary to conduct its Business as presently conducted, except those the absence of which to have or be in compliance with would not, individually or in the aggregate, reasonably be expected to be material.

(b) Sellers hold all Permits (including Environmental Permits) necessary for the current operation and conduct of the Business, and the Purchased Assets, except where the failure to hold any such Permit has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Business or the Purchased Assets. The Permits set forth on Schedule 3.4(b) are all of the Permits (including Environmental Permits) held by any Seller with respect to the ownership, construction, and maintenance of, or otherwise issued in connection with, the Purchased Assets and the Facility, and the operation and conduct of the Business. Sellers have made all filings and paid all fees and duties, in each case, necessary to maintain the Permits (including Environmental Permits), each of which is valid and in full force and effect. Except as otherwise set forth on Schedule 3.4(b), (i) Sellers are in compliance in all material respects with all of the Permits (including Environmental Permits), and no condition exists that with notice or passage of time or both would reasonably be expected to constitute a material default under any such Permits, and (ii) no Seller has received any written notice of any violation of any Permits (including Environmental Permits) or written notice of any proposal to revoke, cancel, rescind, modify, or refuse to renew any of such Permits.

(c) Each Seller and each of their respective directors, managers, officers and, to the Knowledge of Sellers, their Employees and each other Person acting on behalf of Sellers, is and has for the past five (5) years been in compliance in all material respects with the Foreign Corrupt Practices Act of 1977, as amended (the "***FCPA***"), and any other Applicable Law concerning anti-corruption or anti-bribery. No Seller and none of their respective directors, managers, or officers or, to the Knowledge of Sellers, their Employees or any other Person acting on behalf of Sellers, has been at any time in the past five (5) years, or is currently, the subject of any allegation, voluntary disclosure, prosecution, investigation or other enforcement Action with respect to, or been given notice in writing by a Governmental Authority of, any violation by any Seller of the FCPA or any other Applicable Law concerning anti-corruption or anti-bribery. In the past five (5) years, no Seller and none of their respective directors, managers, or officers or, to the Knowledge of Sellers, their Employees, or any other Person acting on their behalf, has, in connection with the Business, paid, offered, promised, or authorized the payment of money or anything of value, directly or indirectly, to any foreign official (as such term is defined in the FCPA) in violation of applicable anti-corruption or anti-bribery Laws. Each Seller has devised and maintains a system of internal controls designed to provide reasonable assurances that it is in compliance with the FCPA and any other Applicable Law concerning anti-corruption or anti-bribery. No Seller and none of their respective Affiliates or, any director or officer, nor, to the Knowledge of Sellers, any agent, Employee or other Person acting on behalf of Sellers, directly or indirectly, is (i) currently the subject or target of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals, OFAC's Foreign Sanctions Evaders List, OFAC's Sectoral Sanctions Identifications List, the U.S. Department of Commerce Denied Person's List, the U.S. Department of Commerce's Entity List, the U.S. Department of Commerce's Unverified List, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List or any similar list enforced by the United States federal government or (iii) located, organized or resident in a Designated Jurisdiction in violation of any Sanctions. Sellers are in compliance with all applicable Export/Import Laws and Sanctions Laws, in each case, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Sellers (w) have not been found in violation of, charged with or convicted in connection with, any Export/Import Laws or any Sanctions Laws, (x) to Sellers' Knowledge, are not under investigation by any Governmental Authority for possible violations of any Export/Import Law or any Sanctions Law, (y) have not been assessed civil penalties under any Export/Import Laws or any Sanctions Laws and (z) have not filed any voluntary disclosures with any Governmental Authority regarding possible violations of any Export/Import Laws or Sanctions Laws, except as would not, individually or in the aggregate, reasonably be expected to be material to the Business (taken as a whole).

3.5 **Litigation**. Except for the general pendency of the Bankruptcy Cases and Actions that would not reasonably be expected to be, individually or in the aggregate, material to the Business or the Purchased Assets and for the Actions described on Schedule 3.5: (a) there have not been in the past five (5) years, and there are no, Actions pending or, to the Knowledge of Sellers, threatened (i) against any Seller or the Purchased Assets, (ii) that would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement or the other Transaction Documents; and (b) no Seller is subject to any outstanding Order that prohibits or otherwise restricts the ability of Sellers or any of their respective Affiliates to consummate the transactions contemplated by this Agreement or any of the other Transaction Documents or that is or is reasonably expected to be material to the Business.

3.6 **Certain Financial Information**.

(a) Schedule 3.6(a) sets forth true and complete copies of the unaudited, consolidated statements of operations and cash flows of Parent and its Subsidiaries for the years ended December 31, 2023 and December 31, 2024 and for the six months ended June 30, 2025, and the related unaudited consolidated balance sheets as of such dates (the "***Financial Statements***"). The Financial Statements fairly present, in all material respects, the consolidated financial position of Parent and its Subsidiaries in respect of the Business as of the dates thereof and the consolidated results of operations and cash flows for the periods then ended (subject to notes and normal and year-end adjustments that will not be material in amount or effect), have been prepared from, and are consistent with, the books and records of Parent and its Subsidiaries and have been prepared in accordance with GAAP applied on a consistent basis during the period involved (except as may be noted therein or the notes thereto). Parent maintains a system of internal controls over financial reporting that is reasonably designed to provide reasonable assurance regarding the reliability of the financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Parent and its Subsidiaries, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of Parent and its Subsidiaries are being made only in accordance with authorizations of management and directors of Parent and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of Parent and its Subsidiaries that could have a material effect on the financial statements of Parent and its Subsidiaries.

(b) Except for Liabilities reflected or reserved against on the Schedules and Statements, Sellers do not have any material Liabilities, other than (i) Liabilities that have been incurred in the Ordinary Course of Business since the commencement of the Bankruptcy Cases, (ii) contractual liabilities incurred in the Ordinary Course of Business that are not material and, in the case of clauses (i) and (ii), none of which is a liability for breach of Contract, breach of representation or warranty, violation of Applicable Law, tort or infringement by Sellers, (iii) Liabilities contemplated by or in connection with this Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby, or (iv) Liabilities that are otherwise disclosed on Schedule 3.6(b).

(c) Schedule 3.6(c) sets forth a true, correct and complete list of all Accounts Receivable, including a true and complete list of all Accounts Receivable that are more than thirty (30) days past due as of the date hereof. All Accounts Receivables resulted from bona fide sales in the Ordinary Course of Business and represent the genuine and, to Sellers' Knowledge, valid and legally enforceable Indebtedness of the account debtor. To the Knowledge of Sellers, there are no material disputes with respect to any of the Accounts Receivables that have not been reserved for on the Financial Statements. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all trade accounts payable have arisen in the Ordinary Course of Business, and there are no trade accounts payable for purchases in material excess of usual requirements.

(d) All Acquired Inventories are (i) free of any material defect or deficiency, (ii) in all material respects in good, merchantable, usable, fit for their intended purpose and currently marketable condition in the Ordinary Course of Business (subject, in the case of raw materials and work-in-process, to the completion of the production process), (iii) of a quality and quantity usable and salable in the Ordinary Course of Business, and (iv) properly stated on the books and records of the applicable Seller at the lesser of cost and fair market value, with adequate obsolesces reserves, all as determined in accordance with GAAP. No Acquired Inventory is held on a consignment basis. All Acquired Inventories are located at the Facility or are in transit thereto.

(e) Each letter of credit or similar financial accommodation issued to any third party(ies) for the account of any Seller (and any collateral therefor) (each, a "***Letter of Credit***") is a validly issued and outstanding standby letter of credit that is in full force and effect. Each Letter of Credit has been cash collateralized in a manner that meets the requirements of the issuer of such Letter of Credit. Schedule 3.6(e) accurately lists each Letter of Credit and the amounts of cash collateral posted for each Letter of Credit. Except as set forth on Schedule 3.6(e), no amounts are currently drawn under any Letter of Credit, and Sellers have not received a draw request from any Letter of Credit beneficiary.

(f) Schedule 3.6(f) accurately lists Seller's reasonable good faith estimate of the items and amounts of the Cure Costs and Seller Property Taxes.

3.7 **Absence of Developments**. Since December 31, 2024, other than as contemplated by the Transaction Documents or actions taken in connection with or related to the filing of the Bankruptcy Cases or arising out of the Bankruptcy Cases, Sellers have conducted the Business in the Ordinary Course of Business. Since December 31, 2024, there has not been any effect, change, event, occurrence, development, circumstance, condition or state of facts that, individually or in the aggregate, has had, or would reasonably be expected to have a Material Adverse Effect. Since June 30, 2025, Sellers have not taken any actions which would, had such actions been taken after the date of this Agreement, required the consent pursuant to Section 5.2(b).

3.8 **Real Property**.

(a) Schedule 3.8(a) sets forth a complete and correct list of all of the real property owned by Sellers, specifying the address, ownership of, and any other information necessary to identify all such real property (the "***Owned Real Property***"). Sellers have good and marketable title to the Owned Real Property free and clear of all Liens, other than (i) as of the date hereof, Permitted Liens, and (ii) as of the Closing Date, Permitted Post-Closing Encumbrances. As of the date hereof, there are no pending, or, to the Knowledge of Sellers, threatened, appropriation, condemnation, eminent domain or like proceedings relating to any Owned Real Property in any material respect. As of the date hereof, no Seller has granted or is obligated under any option, right of first offer, right of first refusal or other contractual right to purchase, acquire, sell or dispose of any Owned Real Property or any material portion thereof or interest therein.

(b) Schedule 3.8(b) sets forth a complete and correct list of all of the real property leased by Sellers (each a "***Real Property Lease***"), specifying, in respect of each Real Property Lease, the lease agreement by and between Seller(s) and the landlord and the address of such property (the "***Leased Real Property***"). No Seller is in default under any Real Property Lease (not including any default directly arising due to the commencement of the Bankruptcy Cases or the financial condition of Sellers), no written notice of any default under any Real Property Lease (not including any default directly arising due to the commencement of the Bankruptcy Cases or the financial condition of Sellers), which default remains uncured, has been sent or received by any Seller, and to the Knowledge of Sellers, no conditions or circumstances exist which, and no event has occurred which constitutes or which, in each case, with the lapse of time or the giving of notice, or both, would constitute a default or breach under any Real Property Lease (not including any default directly arising due to the commencement of the Bankruptcy Cases or the financial condition of Sellers), except in each case for those breaches or defaults which would not, individually or in the aggregate, reasonably be expected to be material to the Business (taken as a whole). The Real Property Leases are in full force and effect in accordance with their terms (subject to Enforceability Exceptions). Sellers have made available to Purchaser true and complete copies of all Real Property Leases.

(c) Sellers have exclusive possession of each parcel of the Owned Real Property (subject to (i) as of the date hereof, Permitted Liens and (ii) as of the Closing Date, Permitted Post-Closing Encumbrances) and the Leased Real Property. To the Knowledge of Sellers, (i) there is no existing breach or default (not including any default directly arising due to the commencement of the Bankruptcy Cases or the financial condition of Sellers) by any party under any easements, restrictive covenants or similar instruments affecting the Transferred Owned Real Property or Leased Real Property which breach or default has not yet been cured, (ii) no Seller has received any written notice of any default (not including any default directly arising due to the commencement of the Bankruptcy Cases or the financial condition of Sellers), under any easements, restrictive covenants or similar instruments affecting the Transferred Owned Real Property or Leased Real Property which default has not yet been cured, and (iii) there does not exist any condition or event that with the lapse of time or the giving of notice, or both, would constitute such a breach or default (not including any default directly arising due to the commencement of the Bankruptcy Cases or the financial condition of Sellers), under any easements, restrictive covenants or similar instruments affecting the Transferred Owned Real Property or Leased Real Property, except in each case for those breaches or defaults which would not, individually or in the aggregate, reasonably be expected to be material to the Business (taken as a whole).

3.9 **Material Contracts**.

(a) Schedule 3.9(a) contains a true and complete list of the following types of Contracts to which Sellers are a party or bound or by which any of the Purchased Assets are bound or affected (each Contract listed, and each Contract that should be listed, on Schedule 3.9(a) being referred to as a "***Material Contract***"), a complete and correct copy of which (as in effect on the date hereof), and including all amendments, supplements, restatements, waivers, side letters, addenda, exhibits, schedules and modifications thereto, and summaries of any oral versions of same, has been furnished to Purchaser by Sellers:

(i) any Contract involving the lease of any real property, including the Acquired Real Property Leases;

(ii) any Contract (other than a purchase order) with a Key Customer or Key Vendor;

(iii) any outstanding purchase order or related series of purchase orders included in the Purchased Assets in excess of $250,000;

(iv) any Contract for the distribution of products of the Business, including any dealer, representative, agency or similar Contract;

(v) any Contract (other than a purchase order) pursuant to which Sellers would reasonably be expected to make or receive payments of more than $100,000 during any fiscal year;

(vi) any Contract with any Governmental Authority or any instrumentality of any such Governmental Authority;

(vii) any (1) employment and similar Contract (other than offer letters or similar agreements in the standard form used by Sellers in the Business and made available to Purchaser) with an officer or other member of management with annual base compensation in excess of $100,000, and (2) Contract with a consultant pursuant to which the Business is or could become obligated to make payments exceeding $100,000 per annum;

(viii) any Contract involving a change of control or retention bonus, "stay bonus" or similar arrangement or providing for the grant or acceleration of any benefit payable to any Employee;

(ix) any Contract (other than offer letters or similar agreements in the standard form used by Sellers in the Business and made available to Purchaser) between any current or former Employee of any Seller or their respective Affiliates or current or former consultant of any Seller or their respective Affiliates, on the one hand, and any Seller or their respective Affiliates, on the other hand, that as of the date hereof restricts any such Person (1) from competing, directly or indirectly, with Sellers, the Business, or any other Person, or (2) from soliciting or hiring current Employees or customers of Sellers, the Business, or any other Person;

(x) any Contract that includes a "most favored nation," "meet or release" or similar pricing and delivery arrangement or that includes a minimum volume commitment or any other similar performance or financial goal, or involves the payment by the Business of amounts that include "take or pay" requirements or output terms or similar pricing or delivery arrangements;

(xi) any Contract that restricts the ability of any Seller or the Business to compete with any Person, solicit or hire any Person, engage in any business, or operate in any geographical area;

(xii) any Contract pursuant to which any Seller grants or receives any license, sublicense, co-existence agreement, covenant not to sue, or similar right with respect to any Intellectual Property Rights material to the Business (other than Contracts that are shrinkwrap, clickwrap or other standard terms for third-party software that are available to the general public as of the Closing Date);

(xiii) any performance bond or surety Contract;

(xiv) any Contract that settled any Action (1) for monetary payments to or by any Seller or any of its Affiliates in excess of $250,000, or (2) that involves any equitable or other non-monetary relief and that is binding on any Seller or the Business;

(xv) any collective bargaining or other labor-related Contracts (including, works council, shop, enterprise or recognition Contract) with any labor union, labor organization, or works council (each a "***Labor Agreement***"); and

(xvi) any Contract pursuant to which any Seller currently leases personal property to or from any Person or holds or currently operates any tangible personal property owned by another Person, in each case, that is material to the Business taken as a whole.

(b) With respect to each Material Contract: (i) such Material Contract is the legal and valid obligation of the applicable Sellers and each other party thereto, and constitutes the binding and enforceable obligation of the applicable Sellers and, to the Knowledge of Sellers, each other party thereto, in accordance with its terms, subject to Enforceability Exceptions; (ii) Sellers are not, nor, to the Knowledge of Sellers, is any other Person, in material breach or material default thereunder and, except as otherwise set forth on Schedule 3.9(b) or as a result of the pendency of the Bankruptcy Cases, to the Knowledge of Sellers, no condition exists or event has occurred (including any condition or event that with notice or lapse of time, or both) that would constitute a material breach or default, or permit termination, modification in any manner adverse to the Business or the Purchased Assets or acceleration thereunder; (iii) to the Knowledge of Sellers, no party has asserted nor has (except by operation of Law) any right to offset, discount or otherwise abate any amount owing under such Material Contract; and (iv) no amendment or modification has been made thereto except those, if any, reflected in the copies previously furnished to Purchaser. There are no material disputes by and between any Seller and any counterparty to any Material Contract.

3.10 **Employees and Labor Matters**.

(a) Schedule 3.10(a) sets forth the following information for each current Employee (including each current Employee on leave of absence): employer; name or employee ID; date of hire; job title or position; current compensation paid or payable; status as exempt or non-exempt under the Fair Labor Standards Act of 1938, as amended; current base salary or rate of pay; bonus compensation (if any) paid or payable for calendar year 2024 and for the six months ended June 30, 2025; leave status and all accrued and unpaid vacation, holidays, sick pay and other paid time-off (whether accrued prior to or during the Bankruptcy Cases) to which the Employee is entitled with respect to all periods of service up to and including the Closing Date under the policies and practices of Sellers or their respective Affiliates.

(b) To the Knowledge of Sellers, no Employee is a party to, or is otherwise bound by, any agreement, including any confidentiality, noncompetition, or proprietary rights agreement, between such Employee and any other Person that in any way (i) adversely affects the performance of his, her, or their duties as an Employee; (ii) adversely affects the ability of Sellers, or could reasonably be expected to adversely affect the ability of Purchaser after the Closing Date, to conduct the Business; or (iii) is being violated by virtue of the Employee's provision of services to Sellers or any of their respective Affiliates.

(c) No Seller and none of their respective Affiliates or ERISA Affiliates is or has ever been a party to, bound by, subject to, or has any obligations under any current or expired Labor Agreement applicable to the Employees and, to the Knowledge of Sellers, there are not any activities or Actions of any labor union to organize any of the Employees.

(d) The employment or other engagement of all Employees is terminable at will without any penalty or severance obligation of any kind on the part of the employer. All sums due for Employee compensation and benefits and all vacation time or paid time off or sick pay owing to any Employees have been duly and adequately accrued in all material respects on the accounting records of Sellers. Each Subject Employee (as defined in Section 5.5(a)) has completed a Form I-9.

(e) During the past five (5) years, any individual who performs or performed services for Sellers or any of their respective Affiliates and who is not treated as an Employee for U.S. federal income tax purposes by Sellers or an Affiliate, as applicable, is not an Employee under Applicable Laws or for any purpose, including, without limitation, for Tax withholding purposes or Benefit Plan purposes.

(f) During the past five (5) years, Sellers have not effectuated (i) a "plant closing" (as defined in the WARN Act) in connection with the Business; or (ii) a "mass layoff" (as defined in the WARN Act) of individuals employed at or who primarily provided service to the Business. Sellers have heretofore made available to Purchaser a true and complete list of layoffs, by location, implemented by Sellers since January 1, 2025.

(g) Schedule 3.10(g) sets forth the names of all individuals who are Employees as of the date hereof and (a) whose job responsibilities primarily relate to the ownership, operation or use of the Purchased Assets or (b) whom Purchaser and Sellers have otherwise designated as Scheduled Employees (such individuals, the "***Scheduled Employees***"). Schedule 3.10(g) also sets forth, for each Scheduled Employee, as applicable, the Employee's job title, date of hire, work location, annual base salary (and base wages), and target bonus opportunity for 2025, any other supplemental or bonus compensation (including commission opportunity and any retention bonus arrangements), job classifications, and whether or not the Employee is a member of a labor union and, if so, the identity of such labor union and shall be held in confidence and shall not be filed with the Bankruptcy Court (unless under seal).

(h) No Seller has any material Liability with respect to any Taxes (or the withholding thereof) in connection with any independent contractor that would result in any Liability to Purchaser.

(i) During the past five (5) years there have not been any material (i) allegations or formal or informal complaints made to or filed with Sellers related to sexual harassment or sexual misconduct, (ii) other claims initiated, filed or, to the Knowledge of Sellers, threatened against Sellers related to sexual harassment or sexual misconduct, or (iii) other allegations, formal or informal complaints or any other claims initiated, filed or, to the Knowledge of Sellers, threatened against any director, officer, Employee, agent, or representative of Sellers related to sexual harassment or sexual misconduct, in each case by or against any current or former director, officer or Employees.

(j) There are no, and in the past five (5) years have not been any material, (i) picketing actions, strikes, work stoppages, work slowdowns, lockouts, or other job actions pending or, to the Knowledge of Sellers, threatened against or involving Sellers, or (ii) unfair labor practice charges, or any material grievances or complaints, pending or, to the Knowledge of Sellers, threatened by or on behalf of any Employees or former Employees of Sellers. There are no, and in the past five (5) years have not been any, complaints, charges, or claims against Sellers pending, brought, filed, or, to the Knowledge of Sellers, threatened with any Governmental Authority based on, arising out of, in connection with or otherwise relating to the employment or termination of employment or failure to employ by Sellers, of any individual.

(k) For the past five (5) years, Sellers have been in compliance in all material respects with Applicable Law relating to labor and employment, including all Applicable Law relating to employment practices, discrimination, disability, equal employment opportunities, labor relations, wages and hours, the collection and payment of withholding and/or employment taxes, classification of independent contractors, immigration, workers' compensation, background and credit checks, working conditions, data privacy and data protection, occupational safety and health, and family and medical leave. Each of the Employees has all required work permits, visas or other authorizations required by Applicable Law for such Employee to be employed in the Employee's current position. There is no Action pending, or to the Knowledge of Sellers, threatened against or relating to Sellers or any Affiliate of Sellers with respect to any employment or labor matter with respect to the Business, and to the Knowledge of Sellers no reasonable basis for any Claim or Action exists.

3.11 **Benefit Plans**.

(a) Schedule 3.11(a) sets forth an accurate and complete list of all Benefit Plans. Sellers have made available to Purchaser or its counsel a true and complete copy of all plan documents (including related trust agreements, funding arrangements, Form 5500s and insurance contracts and all amendments thereto) with respect to each Benefit Plan in which any Employees participate or are eligible to participate.

(b) Each Benefit Plan has been established, funded, maintained, and administered in all material respects in accordance with its terms, and in compliance with the applicable provisions of ERISA, the Code, and other Applicable Law. With respect to each Benefit Plan that is intended to qualify under Section 401(a) of the Code, Sellers have received a favorable determination, opinion or advisory letter with respect to such Benefit Plan and its related trust that has not been revoked and no circumstances exist and no events have occurred that could adversely affect the qualified status of such Benefit Plan or the related trust. No Benefit Plan provides retiree health or life insurance benefits except as may be required by Section 4980B of the Code and Section 601 of ERISA, any other Applicable Law or at the sole expense of the participant or the participant's beneficiary. No Benefit Plan that provides health insurance or medical coverage is self-funded or self-insured and all premiums that have become due have been paid in full.

(c) Neither any Seller nor ERISA Affiliate has, or has ever had, any liability or obligation to contribute to, or with respect to, any (i) "defined benefit plan" (as defined in Section 3(35) of ERISA), (ii) an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) that is subject to Title IV of ERISA or Sections 412 or 430 of the Internal Revenue Code, (iii) Multiemployer Plan, or (iv) a "multiple employer plan" within the meaning of Section 413(c) of the Code.

(d) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) (i) result in any payment becoming due and payable from Sellers, or increase the amount of any compensation due and payable from Sellers, to any Employee, (ii) increase any benefits otherwise payable under any Benefit Plan, (iii) result in the acceleration of the time of payment or vesting of any compensation or benefits under any

Benefit Plan, (iv) result in the triggering or imposition of any restrictions or limitations on the rights of Sellers or any of their respective ERISA Affiliates to amend or terminate any Benefit Plan, or (v) result in any amount or benefit that may not be deductible by reason of Section 280G of the Code or that will be subject to an excise tax under Section 4999 of the Code (or any corresponding provision of state, local, or non-U.S. Tax law).

(e) Other than routine claims for benefits, no Liens, lawsuits, or complaints to or by any Person or Governmental Authority are pending against any Benefit Plan or against Sellers with respect to any Benefit Plan and, to the Knowledge of Sellers, no such material Liens, lawsuits, or complaints are threatened with respect to any Benefit Plan. There is no audit or investigation of any Benefit Plan by any Governmental Authority pending or to the Knowledge of Sellers threatened. Sellers have paid and discharged promptly when due all Liabilities due under each Benefit Plan. There are no corrections, audits or proceedings initiated pursuant to the IRS Employee Plans Compliance Resolution System or similar proceedings pending with the Internal Revenue Service or Department of Labor with respect to any Benefit Plan.

(f) Sellers do not have a legally binding plan, contract or commitment to create any new employee benefit or compensation plans, policies or arrangements for any Transferred Employee or, except as may be required by Applicable Law, to modify any Benefit Plan.

(g) Each Benefit Plan that is or has ever been a "nonqualified deferred compensation plan" (as defined under Section 409A of the Code) has at all times complied with all applicable document requirements of, and been operated in compliance with, Section 409A of the Code.

(h) No Seller nor any other "party in interest" or "disqualified person" with respect to any Benefit Plan has engaged in a non-exempt "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Code involving such Benefit Plan which, individually or in the aggregate, could reasonably be expected to subject Purchaser or any of its Affiliates to Liability, tax or penalty imposed by Section 4975 of the Code or Sections 501, 502 or 510 of ERISA.

(i) All contributions or premium payments required by Applicable Law or by the terms of any Benefit Plan or any agreement relating thereto have been timely made (taking into account any waivers granted with respect thereto) to any funds or trusts established thereunder or in connection therewith or have been reflected on the applicable financial statements.

3.12 **Intellectual Property**.

(a) Schedule 3.12(a) sets forth a true and complete list of all (i) Patents; (ii) registered trademarks, service marks and trade names and those for which an application is pending; (iii) registered or applied for copyrights; and (iv) Internet domain names and social media accounts, in each case, owned or purported to be owned by Sellers and otherwise included in the Transferred Intellectual Property (items (i) through (iii), the "***Registered Intellectual Property***," together with all other Intellectual Property Rights owned or purported to be owned by Sellers, collectively the "***Owned Intellectual Property***"). Other than pending applications included in the Registered Intellectual Property, to the Knowledge of Sellers, the Owned Intellectual Property is subsisting, valid and enforceable. No Seller is subject to any Order which (i) permits any third party to use any Owned Intellectual Property or restricts such Seller's ability to enforce its rights with respect to such Transferred Intellectual Property, (ii) restricts or impairs its use of any Owned Intellectual Property, (iii) restricts the Business to accommodate any other Person's Intellectual Property Rights, or (iv) requires any payment by any Seller to any Person in connection with any Intellectual Property Rights of such Person. No Person has alleged, in an Action to which any Seller is a party or otherwise in writing, that any Owned Intellectual Property is not owned by Sellers or that rights thereto are invalid or unenforceable.

(b) Sellers exclusively own all right, title and interest in and to all Registered Intellectual Property and Owned Intellectual Property, free and clear of all Liens. To the Knowledge of Sellers, there is no Claim or Action against Sellers pending before any Governmental Authority concerning the ownership, validity, registrability, enforceability, infringement, misappropriation or violation of any Transferred Intellectual Property except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. None of the Transferred Intellectual Property is subject to any outstanding injunction, directive, order, decree, award, settlement or judgment restricting the use or validity thereof, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Sellers have valid, subsisting and enforceable licenses to use all Intellectual Property Rights used in the conduct of the Business that are owned by any third party, including sufficient quantities of seat, server core, or other license units. Sellers are in compliance in all material respects with all such licenses, and all license fees, renewal fees and maintenance fees that have become due have been timely paid by Sellers, including with respect to seat, server core or other unit license restrictions. The consummation of the transactions contemplated by this Agreement will not alter or impair any rights of Sellers to the Transferred Intellectual Property.

(c) Except as set forth on Schedule 3.12(c), (i) the operation of the Business as currently conducted does not, and the services provided by Sellers do not, infringe, misappropriate, or otherwise violate in any material respect, and have not infringed, misappropriated or otherwise violated in any material respect, the Intellectual Property Rights of any third party, and, to the Knowledge of Sellers, no third party is infringing, misappropriating, or otherwise violating the Owned Intellectual Property, (ii) no Seller and none of their respective Affiliates has received any written communication regarding any actual, alleged or suspected material infringement, misappropriation or other material violation of Intellectual Property Rights of a third party by Sellers, and (iii) no Seller and none of their respective Affiliates has sent any written notice, charge, complaint, claim or other written assertion asserting or threatening to assert in any Actions against any Person regarding the material infringement, misappropriation, dilution or other material violation of any Owned Intellectual Property.

(d) No current or former Employee or officer of Sellers and no current or former consultant or contractor of Sellers has any right, title or interest in or to any Seller Intellectual Property. No funding, facilities, or personnel of any Governmental Authority or academic or research institution were used to develop or create, in whole or in part, any Owned Intellectual Property.

(e) Sellers have taken commercially reasonable actions to safeguard and maintain the secrecy and the confidentiality of, and their respective proprietary rights in and to, all non-public Owned Intellectual Property. All current and former Employees and contractors of Sellers and third parties having access to the non-public Owned Intellectual Property have executed and delivered to Sellers a written legally binding agreement regarding the protection of such non-public Owned Intellectual Property. Sellers have implemented and maintain a reasonable security plan consistent with industry practices of companies offering similar products or services. To the Knowledge of Sellers, Sellers have not experienced any breach of security or otherwise unauthorized access by third parties to the non-public Owned Intellectual Property in Sellers' possession, custody or control.

(f) Sellers have secured from all consultants, advisors, employees and independent contractors who independently or jointly contributed to or participated in the conception, reduction to practice, creation or development of any Intellectual Property Rights for Sellers (each, an "***Author***"), unencumbered and unrestricted exclusive ownership of all of the Authors' Intellectual Property Rights in such contribution that Sellers do not already own by operation of law and have obtained the waiver of all non-assignable rights. No current or former Employee, contractor or consultant of Sellers has a valid claim of ownership over any Owned Intellectual Property, nor has any such claim been asserted in writing.

(g) The computer software, computer hardware, firmware, networks, interfaces and related systems included in the Purchased Assets (collectively, "***Computer Systems***") are sufficient in all material respects for Sellers' operation of the Business and the Purchased Assets as conducted as of the date hereof and consistent with past practice and, except as set forth on Schedule 3.12(g), to the Knowledge of Sellers, there have been no material failures, crashes, ransomware attacks, security breaches or similar adverse events affecting the Computer Systems. Sellers provide for the backup and recovery of material data and have implemented and maintain commercially reasonable disaster recovery plans, procedures, and facilities. Sellers have taken commercially reasonable steps, as necessary and appropriate, to protect the integrity and security of the Computer Systems and the information stored therein, processed thereon or transmitted therefrom from misuse or unauthorized use, access, disclosure or modification by third parties, and there has been no such misuse or unauthorized use, access, disclosure or modification thereof. None of the Computer Systems are used in any business other than the Business.

3.13 **Environmental Matters**.

(a) Except as set forth on Schedule 3.13(a), there is no Environmental Claim pending or, to the Knowledge of Sellers, threatened against Sellers or with respect to the Business or the Purchased Assets, including the Owned Real Property and Leased Real Property, except for those which would not, individually or in the aggregate, reasonably be expected to be material to the Business, and all past material Environmental Claims have been resolved in all material respects. The Business and the Purchased Assets, including the Owned Real Property and the Leased Real Property, are and have been in material compliance with all applicable Environmental Laws. To the Knowledge of Sellers, there are no past or present actions, activities, circumstances, conditions, events or incidents, including the Release, presence, handling, management, use, generation, disposal, or arrangement for disposal of any Hazardous Materials at the Facility or any other location that could reasonably be expected to form the basis of any Environmental Claim that would have a Material Adverse Effect or otherwise result in any material costs or liabilities under Environmental Law with respect to the Business or the Purchased Assets.

(b) Except as set forth on Schedule 3.13(b), and to the Knowledge of Sellers, no Release of Hazardous Material has occurred or is currently occurring or, to the Knowledge of Sellers, threatened at or from any Owned Real Property or Leased Real Property for which Environmental Law requires notice to any Person or any form of Response Action. Sellers have not received any written notice that the operation of the Business has caused the Contamination of any other property which has resulted or would reasonably be expected to result in an Environmental Claim against, or material Liability under Environmental Law for or relating to, the Business or the Purchased Assets. Except as in compliance with Environmental Laws, to the Knowledge of Sellers, there are no (i) polychlorinated biphenyl-containing equipment, (ii) underground storage tanks, or (iii) asbestos-containing material at any Owned Real Property, Leased Real Property, or Purchased Asset.

(c) Except as otherwise set forth on Schedule 3.13(c), no Seller has, either expressly or by operation of law, assumed responsibility for or agreed to indemnify or hold harmless any Person for any Environmental Liability with respect to the Business or the Purchased Assets.

(d) Sellers have identified and made available to Purchaser complete and correct copies of all material studies, audits, assessments, reports, data, memoranda and investigations, and other material information relating to Hazardous Materials, Environmental Claims or Environmental Liabilities that are in its possession or control pertaining to, or the environmental condition of, the Business and the

Purchased Assets or the compliance (or noncompliance) by Sellers or any of their respective predecessors or Affiliates with Environmental Laws.

(e) Except as set forth on Schedule 3.13(e), to the Knowledge of Sellers, Sellers are not required by any Environmental Law or by virtue of the transactions set forth herein and contemplated hereby, or as a condition to the effectiveness of any transactions contemplated hereby, to (i) remove or remediate Hazardous Materials, (ii) give notice to or receive approval from any Governmental Authority or other Person, or to record any disclosure document or statement pertaining to environmental matters, or (iii) alter, modify, renew, change or update any Environmental Permit, in each case with respect to the Business or the Purchased Assets.

(f) Schedule 3.13(f) sets forth a true, correct and complete list of all trust agreements with respect to Environmental Liabilities Related to the Business or attributable to a Purchased Asset.

(g) Sellers (i) hold and are and have been, in material compliance with all Environmental Permits (each of which is in full force and effect and is not subject to appeal, except in such instances where Sellers are contesting the requirement to hold an Environmental Permit in good faith by appropriate, diligently conducted proceedings) required to be held by Sellers under applicable Environmental Law for the operation of the Business or for the ownership, operation, or use of the Facility or the Purchased Assets, or, to the extent currently required, any pending construction or expansion related thereto, (ii) for the past five (5) years has used commercially reasonable efforts to cause all contractors, lessees, and other Persons occupying, operating, or using the Facility to materially comply with applicable Environmental Law and obtain all necessary Permits required under applicable Environmental Law, (iii) has timely renewed or applied to renew any required Environmental Permits, and (iv) has not received any written notice that any Environmental Permits will not be renewed or will be renewed with conditions that are materially more restrictive or that cannot be met without incurring material additional costs.

3.14 **Title to Assets; Sufficiency of Assets; Condition of Assets**.

(a) Sellers have good and valid legal and beneficial title to, or a valid, binding and enforceable leasehold interest in, as applicable, all of the Purchased Assets, and such Purchased Assets are not subject to any Liens (other than (x) as of the date hereof, Permitted Liens, and (y) as of the Closing Date, Permitted Post-Closing Encumbrances). At the Closing, Purchaser will receive good and valid title to, or in the case of leased assets, good and valid leasehold interests in, the Purchased Assets, free and clear of all Liens (other than Permitted Post-Closing Encumbrances), to the fullest extent permissible under Applicable Law, including section 363(f) of the Bankruptcy Code. The Purchased Assets constitute all of the tangible and intangible assets, rights and properties that are used or held for use by Sellers or any of their respective Affiliates in connection with the Business.

(b) The Purchased Assets are in good working condition and are suitable for the purposes for which they are used (subject to normal wear and tear), including for Purchaser to conduct and operate the Business in the Ordinary Course of Business. The Purchased Assets constitute all of the assets, rights and properties necessary for the conduct of the Business in the Ordinary Course of Business following the Closing.

3.15 **Taxes**. Except to the extent an inaccuracy of the following would neither result in a Lien on any of the Purchased Assets nor a Tax liability to Purchaser or its Affiliates or except as set forth on Schedule 3.15:

(a) All Income Tax and other material Tax Returns required to be filed by Sellers or otherwise related to the Purchased Assets or the Business have been duly and timely filed and each such

Tax Return is true, correct, and complete in all material respects. All Income Tax and other material amounts of Taxes owed by Sellers or otherwise related to the Purchased Assets or the Business for which Purchaser may be liable that are or have become due have been paid in full, and all other Taxes attributable to pre-Closing periods have been fully accrued through Closing on the Financials Statements.

(b) Sellers do not have in force any waiver of any statute of limitations in respect of Taxes or any extension of time related to a Tax assessment or deficiency with respect to the Purchased Assets or the Business. No extension of time within which to file any Tax Return with respect to the Purchased Assets or the Business is currently in effect. There is no audit, litigation or other Action, Claim, assessment, deficiency, or adjustment pending or asserted or (to the Knowledge of Sellers) proposed or threatened with respect to Taxes of Sellers or otherwise with respect to the Purchased Assets or the Business. All of the Purchased Assets have been properly listed and described on the Property Tax rolls for all periods prior to and including the Closing Date, and no portion of the Purchased Assets constitutes omitted property for Property Tax purposes. There are no Liens for Taxes other than Permitted Post-Closing Encumbrances upon any of the Purchased Assets. Purchaser will not be held liable for any unpaid Taxes that are or have become due on or prior to the Closing Date as a successor or transferee, by statute, contract or otherwise, as a result of the transfer of the Purchased Assets pursuant to this Agreement.

(c) Other than assets held for resale in the Ordinary Course of Business and motor vehicles, the sale of the Purchased Assets qualifies as an occasional sale pursuant to Texas Comptroller's Sales Tax Rule 34 Tex. Admin. Code § 3.316 and Texas Tax Code § 151.304.

(d) As of the date hereof, there are no Liens that arose in connection with any failure (or alleged failure) to pay any Tax on any of the assets of Sellers that could result in a Lien or assessment of any Liability for Taxes, reporting or other compliance obligations or any other successor Liability with respect to the Purchased Assets or the Business.

(e) Sellers have not executed nor entered into any agreement with, or obtained any consents or clearances from, any Governmental Authority, or have been subject to any ruling guidance specific to Sellers, that would be binding on Purchaser for any Taxable period beginning after the Closing.

(f) Sellers are not party to any Tax allocation or sharing agreement that would be binding on Purchaser for any Taxable period beginning after the Closing.

(g) No claim has been made within the preceding six (6) years by a Governmental Authority in a jurisdiction where Sellers have not filed a Tax Return with respect to the Purchased Assets or Business that Sellers are or may be subject to Tax by such jurisdiction with respect to the Purchased Assets or Business, nor to the Knowledge of Sellers is any such assertion threatened.

(h) Sellers, with respect to the Business and the Purchased Assets, have collected all sales and use Taxes required to be collected and have remitted or will remit on a timely basis such amounts to the appropriate Governmental Authority, or have been furnished properly completed exemption certificates or other valid forms of exemption.

(i) Sellers have, to the extent related to the Purchased Assets or the Business, withheld and paid all Taxes required to be withheld with respect to amounts paid or owing to any Employee, creditor, independent contractor, or other third party and have complied in all material respects with all information reporting and backup withholding provisions of Applicable Law.

(j) Each Seller has been treated as a disregarded entity for U.S. federal, state, and local income tax purposes since its formation.

(k) No Seller (or regarded owner of Seller) is a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

(l) No Seller is, and has been, a party to, or a promoter of, a “reportable transaction” within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

3.16 **Key Business Relationships**. Schedule 3.16(i) sets forth a true and complete list of (i) the top ten (10) customers of the Business based on revenue collected for the fiscal year period ended December 31, 2024 (each, a “***Key Customer***” and, together, the “***Key Customers***”) and the amount of such revenue collected with respect to each Key Customer, and (ii) the top fifteen (15) vendors or suppliers of the Business based on purchases for the fiscal year period ended December 31, 2024 (each, a “***Key Vendor***” and, together, the “***Key Vendors***”) and the amount of such disbursements made with respect to each Key Vendor. Except as set forth on Schedule 3.16(ii), (1) no Key Customer has (A) materially decreased or notified Sellers in writing of its intention to materially decrease its aggregate level of purchases of services from Sellers relative to such Key Customer’s purchasing history during the 12 months prior to such change, or (B) requested in writing reduced pricing (whether through increased credits or otherwise) from that in effect under an existing Contract; and (2) no Key Vendor has adversely altered or notified Sellers or their respective Affiliates in writing of the foregoing of its intention to adversely alter in any material respect the terms (including price) on which it sells goods or services to the Business. To the Knowledge of Sellers, no facts or circumstances exist that would reasonably be expected to affect any Key Customer’s or Key Vendor’s solvency or ability to pay its debts.

3.17 **Insurance**. Schedule 3.17 sets forth a true and complete list of all insurance policies maintained by Sellers or their respective Affiliates with respect to the Business, the Employees, or the Purchased Assets (collectively, the “***Insurance Policies***”). Each Insurance Policy is in full force and effect and, except as otherwise set forth on Schedule 3.17, all premiums due to date thereunder have been paid in full and no Seller and none of their respective Affiliates is in material default thereunder. No Seller has received any written notice of cancellation or nonrenewal, in whole or in part, in respect of any Insurance Policy.

3.18 **Brokers and Finders**. Other than as set forth on Schedule 3.18, no agent, broker, investment banker, financial advisor or other firm or Person is entitled to any brokerage, finder’s, financial advisor’s or other similar fee or commission payable by any Seller in connection with the transactions contemplated by this Agreement. Purchaser and its Affiliates shall not be liable for, and no Person is entitled to, any brokerage, finder’s, financial advisor’s or other similar fee or commission or like payment in connection with the transactions contemplated by this Agreement as a result of any actions taken by or on behalf of Sellers or any of their respective Affiliates.

3.19 **Product Quality**. All products manufactured, fabricated, sold or distributed by the Business prior to the Closing Date comply with applicable customer specifications and Applicable Laws for the intended use of such products, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.20 **Intercompany Agreements**. Other than as set forth on Schedule 3.20, there are no Contracts between Sellers, on the one hand, and any Affiliate of Sellers, on the other hand, relating to the ownership, management, or operation of the Business or the Purchased Assets.

3.21 **Data Privacy**.

(a) With respect to the Business and the Purchased Assets, Sellers and, to the Knowledge of Sellers, any Person acting for or on Sellers’ behalf have for the past three (3) years, as applicable, materially complied with (i) all applicable Privacy Laws, (ii) all of Sellers' policies and notices regarding Personal Information, and (iii) all of Sellers' contractual obligations with respect to Personal Information. Sellers have not received any written notice of any Claims of or investigations or regulatory inquiries related to, or been charged with, the violation of any Privacy Laws, applicable privacy policies, or contractual commitments with respect to Personal Information in connection with the Business or the Purchased Assets. To the Knowledge of Sellers, there are no facts or circumstances that could reasonably form the basis of any such notice or Claim.

(b) With respect to the Business and the Purchased Assets, Sellers have (i) implemented and for the past three (3) years, as applicable, maintained reasonable and appropriate technical and organizational safeguards, at least consistent with practices in the industry in which Sellers operate, to protect Personal Information and other confidential data in its possession or under its control against loss, theft, misuse or unauthorized access, use, modification, alteration, destruction or disclosure, and (ii) taken reasonable steps to ensure that any third party with access to Personal Information collected by or on behalf of Sellers have implemented and maintained the same. To the Knowledge of Sellers, any third party who has provided Personal Information to Sellers in connection with the Business or the Purchased Assets has done so in material compliance with applicable Privacy Laws. Except as would not reasonably be expected to be material to the Business or the Purchased Assets, there have been no breaches, security incidents, misuse of or unauthorized access to or disclosure of any Personal Information in the possession or control of Sellers or collected, used or processed by or on behalf of Sellers. Sellers have not provided or been legally required to provide any notices to any Person in connection with a disclosure of Personal Information in violation of Applicable Law in connection with the Business or the Purchased Assets. The transfer of Personal Information in connection with the transactions contemplated by this Agreement will not violate in any material respect any applicable Privacy Laws or Sellers' privacy policies as they currently exist or as they existed at any time during which any of the Personal Information was collected or obtained.

3.22 **Bank Accounts**. Sellers have made available to Purchaser a complete list of all bank accounts (including any deposit accounts, securities accounts and any sub-accounts), safety deposit boxes and lock boxes (in each case, designating each authorized signatory with respect thereto) maintained with respect to the Business.

3.23 **Affiliate Transactions**. Except as set forth on Schedule 3.23, no Affiliate, principal, owner, stockholder, member, partner, director, manager, officer or Employee of any Seller or, to Sellers' Knowledge, any of their respective Affiliates, or any individual related by blood, marriage, or adoption to such Person, is a party to any Assumed Contract.

3.24 **Disclaimer of Additional Representations and Warranties**. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE III, THE TRANSACTION DOCUMENTS AND FILINGS MADE IN CONNECTION WITH THE BANKRUPTCY CASES, NO SELLER AND NONE OF THEIR RESPECTIVE AFFILIATES HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE BUSINESS, ANY OF THEIR ASSETS (INCLUDING THE PURCHASED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ACCURACY OR COMPLETENESS OF ANY PROJECTIONS, ESTIMATES OR OTHER FORWARD LOOKING INFORMATION PROVIDED OR OTHERWISE MADE AVAILABLE TO PURCHASER OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, AGENTS, OR REPRESENTATIVES AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER IS PURCHASING THE PURCHASED

ASSETS ON AN "AS IS, WHERE IS" BASIS AFTER GIVING EFFECT TO THE TERMS CONTAINED HEREIN.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers as of the date hereof and as of the Closing, as follows:

4.1 **Due Organization**. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware with all requisite power and authority to own and operate its assets and properties as they are now being owned and operated.

4.2 **Due Authorization**. Purchaser has full power and authority to enter into this Agreement and its Transaction Documents and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of this Agreement and its Transaction Documents have been duly authorized by all necessary entity action of Purchaser. Purchaser has duly and validly executed and delivered this Agreement and has duly and validly executed and delivered (or prior to or at the Closing will duly and validly execute and deliver) its Transaction Documents. This Agreement constitutes the legal, valid and binding obligation of Purchaser, and its Transaction Documents, upon execution and delivery by Purchaser, will constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms, subject to the Enforceability Exceptions.

4.3 **Consents and Approvals; No Violations**.

(a) Other than the filings and/or notices under the HSR Act, and subject to the issuance of the Sale Order and any other Order required by the Bankruptcy Court in connection with the transactions contemplated hereby, no filing, notice, report, consent, registration, approval, permit or authorization is required to be given, filed or obtained by Purchaser to or from any Governmental Authority in connection with the execution, delivery and performance by Purchaser of this Agreement and the Transaction Documents to which it is a party or the transactions contemplated hereby, except those that the failure to make or obtain would not, individually or in the aggregate, reasonably be expected to materially delay the consummation of the transactions contemplated hereby.

(b) The execution, delivery and performance by Purchaser of this Agreement does not, and the consummation of the transactions contemplated hereby will not, conflict with, or result in any violation of or default (with or without notice, lapse of time or both) under, or give rise to a right of termination, loss of rights, adverse modification of provisions, cancellation or acceleration of any obligation under (i) any provision of the Organizational Documents of Purchaser, or (ii) subject to the Sale Order, any Law or Order to which Purchaser, except, in the case of clause (i) and (ii) is subject for any such breach, violation, termination, default, creation or acceleration that would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the consummation of the transactions contemplated by this Agreement.

4.4 **Available Funds**. Purchaser has sufficient cash resources on hand or available to it in an aggregate amount sufficient to pay in cash any and all amounts required to be paid by it pursuant to this Agreement and the Transaction Documents to which it is a party, including the Cash Consideration and all fees and expenses related to the transactions contemplated by this Agreement and the Transaction Documents to which it is a party to be paid by Purchaser.

4.5 **Solvency**. As of the Closing and immediately after consummating the transactions contemplated by this Agreement and the other transactions contemplated by the Transaction Documents, Purchaser will not (a) be insolvent as defined in Section 101 of the Bankruptcy Code; (b) have unreasonably small capital with which to engage in its business; or (c) have incurred debts beyond its ability to repay such debts as they become absolute and matured.

4.6 **Investigation; Limitation on Warranties**.

(a) Purchaser acknowledges and agrees that no Seller and none of their respective Affiliates or representatives has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Sellers, the Business, or the Purchased Assets, except as expressly set forth in this Agreement or the Transaction Documents.

(b) Purchaser acknowledges and agrees that except for the representations and warranties of Sellers expressly set forth in this Agreement and the Transaction Documents, the Purchased Assets are being acquired AS IS WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED USE OR OTHER EXPRESSED OR IMPLIED WARRANTY.

(c) In connection with Purchaser's investigation of Sellers and the Business, Purchaser has received from or on behalf of Sellers certain projections, including projected statements of operating revenues and income from operations of the Business and certain business plan information of Sellers. Purchaser acknowledges that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, that Purchaser is familiar with such uncertainties, and that Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections and forecasts).

4.7 **Brokers and Finders**. No agent, broker, investment banker, financial advisor or other firm or Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission for which Sellers or any of their respective Affiliates could become liable in connection with the transactions contemplated by this Agreement as a result of any action taken by or on behalf of Purchaser or any of its Subsidiaries.

ARTICLE V
COVENANTS

5.1 **Access to Information and the Facility**.

(a) From the date of this Agreement to the earlier of the Closing Date or the date this Agreement is terminated, Sellers shall give Purchaser and its representatives, upon reasonable advance written notice, reasonable access during normal business hours to the offices, the Facility, the Purchased Assets, the Employees, and books and records of or Related to the Business (including financial, operating, and other data and information related to the Purchased Assets and the Assumed Liabilities), and shall make the officers and Employees of Sellers available to Purchaser and its representatives as Purchaser and its representatives shall from time to time reasonably request, in each case to the extent that such access and disclosure would not obligate Sellers to take any actions that would unreasonably disrupt the normal course of the Business or violate the terms of any contract to which Sellers are bound or any Applicable Law.

(b) Nothing in this Section 5.1 shall require Sellers to take any such action if (i) such action (1) could result in a waiver or breach of any attorney-client, attorney work product, or other legally recognized privileges or immunity from disclosure, or (2) would result in the disclosure of any Trade

Secrets of third parties or violate any Applicable Laws related to the exchange of information or any obligation of Sellers with respect to confidentiality, or (ii) such access or information is requested in relation to disputes involving Sellers (or any of them), its equity holders or any of their respective Affiliates in disputes arising under this Agreement or any other Transaction Document.

5.2 **Interim Operations of the Business**.

(a) Except (i)(1) as required by Applicable Law, (2) as required by the DIP Credit Agreement or the Prepetition Documents (to the extent then in effect), or (3) as authorized by any Order of the Bankruptcy Court, which Order is consistent with this Agreement, (ii) as otherwise expressly contemplated by this Agreement, (iii) with the prior written consent of Purchaser, or (iv) as set forth on Schedule 5.2, during the period from the date of this Agreement until the earlier of the Closing Date or the date this Agreement is terminated, Sellers will: (A) conduct the Business in the Ordinary Course of Business and maintain and preserve the Purchased Assets in their current condition, ordinary wear and tear excepted; (B) preserve in all material respects the present business operations, organization and goodwill of the Business, and the present relationships with the Employees, Key Customers and Key Vendors of the Business; and (C) maintain their books, accounts, and records in the Ordinary Course of Business.

(b) Notwithstanding Section 5.2(a), except (i)(1) as required by Applicable Law, (2) as required by the DIP Credit Agreement or the Prepetition Documents (to the extent then in effect), or (3) as authorized by any Order of the Bankruptcy Court, which Order is consistent with this Agreement, (ii) as otherwise expressly contemplated by this Agreement, including the actions contemplated by the proviso in Section 8.1(j), or any other Transaction Document, (iii) with the prior written consent of Purchaser, or (iv) as set forth on Schedule 5.2, during the period from the date of this Agreement until the earlier of the Closing Date or the date this Agreement is terminated, no Seller shall take any of the following actions:

(i) sell, lease, transfer, mortgage, pledge, assign, exclusively license or otherwise dispose of or encumber any of the Purchased Assets, including the Owned Real Property and Leased Real Property (or permit any of the Purchased Assets to become subject to any additional Liens, other than in respect of Permitted Post-Closing Encumbrances (including, for the avoidance of doubt, Liens arising in connection with the DIP Credit Agreement)), other than (1) dispositions of inventory in the Ordinary Course of Business, or (2) dispositions not relating to any Owned Real Property or any Leased Real Property, in each case, of less than $100,000 individually or $250,000 in the aggregate;

(ii) enter into any new Contract that would constitute a Material Contract if entered into prior to the date of this Agreement, or amend or modify any Material Contract (other than in any such cases involving any Excluded Contract);

(iii) make or authorize any payment of, or accrual or commitment for, capital expenditures, other than capital expenditures contemplated by the then Approved Budget as of the date of this Agreement and set forth on Schedule 5.2(b)(iii);

(iv) except as required pursuant to the terms of any Benefit Plan in effect as of the date hereof or as otherwise required by Applicable Law, (1) grant or announce any increase in the compensation (other than salary increases in the Ordinary Course of Business consistent with past practice and not to exceed $25,000 in the aggregate) or benefits (including severance or termination pay) of, or grant new retention awards, incentive awards or severance or termination pay to, any Scheduled Employee, (2) become a party to, establish, adopt, amend, commence participation in or terminate any Benefit

Plan or any arrangement that would have been a Benefit Plan had it been entered into prior to this Agreement, (3) take any action to accelerate the vesting or lapsing of restrictions or payment, or fund or in any other way secure the payment, of compensation or benefits of any Scheduled Employee, (4) forgive any loans or issue any loans (other than routine travel advances issued in the Ordinary Course of Business) to any director, officer or Scheduled Employee, (5) hire any individual who would be a Scheduled Employee, or change the terms of employment of any Employee so that he, she, or they would become a Scheduled Employee (other than in the Ordinary Course of Business for any Scheduled Employee, in each case, with annual compensation not exceeding $150,000), (6) terminate the employment of any Scheduled Employee (excluding hourly Employees) other than for cause (other than in the Ordinary Course of Business), or (7) become a party to, establish, adopt, amend, terminate, extend or commence participation in any Labor Agreement covering any Scheduled Employee;

(v) implement any layoffs of Employees that implicate the WARN Act;

(vi) waive, release, assign, settle, or compromise any material Claim or Action relating to the Business to the extent that such waiver, release, assignment, settlement, or compromise (1) imposes any binding obligation or restriction, whether contingent or realized, on the Business, the Purchased Assets, and/or Purchaser, or (2) waives or releases any material rights or claims that would constitute Purchased Assets;

(vii) with respect to the Business or the Purchased Assets, make (other than in the Ordinary Course of Business consistent with past practice) or change any Tax election, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment, surrender any right to claim a refund of Taxes, or, other than in the Ordinary Course of Business, consent to any extension or waiver of the limitation period applicable to any material Tax claim or assessment;

(viii) assume, reject, or assign any Assumed Contract other than pursuant to Section 2.7;

(ix) (1) adjust, split, combine, or reclassify the Equity Interests of any Seller, (2) redeem, purchase, or otherwise acquire, directly or indirectly, any Equity Interests or any securities convertible or exchangeable into or exercisable for any Equity Interests of any Seller, (3) grant any Person any right or option to acquire any Equity Interests of any Seller, or (4) issue, deliver, or sell any additional Equity Interests or any securities convertible or exchangeable into or exercisable for any Equity Interests of any Seller;

(x) amend or authorize the amendment of its or its Subsidiaries' articles of organization, bylaws, or operating agreement (or similar Organizational Documents);

(xi) change its accounting policies or procedures, other than as required by GAAP or Applicable Law;

(xii) (1) materially amend or materially modify any pricing policies or delay or postpone payment of any trade accounts payables or commissions or any other Liability, or enter into any agreement with any Person to extend the payment date of any trade accounts payables or commissions or any other Liability, or (2) accelerate the collection or receipt of, or cancel or discount, any Accounts Receivable, in each case, outside of the Ordinary Course of Business;

(xiii) grant any refunds in excess of $100,000 in the aggregate other than in the Ordinary Course of Business or grant any credits, rebates, or other allowances in excess of $100,000 in the aggregate other than to the extent set forth in the terms of any Contract, in each case, to any end user, customer, reseller, or distributor;

(xiv) acquire (by merger, consolidation, acquisition of stock or assets or otherwise) any Person or division;

(xv) incur, assume, or guarantee any Indebtedness (other than under the DIP Credit Agreement);

(xvi) (1) amend, modify, terminate, or fail to exercise any renewal option with respect to any Real Property Lease; or (2) enter into any lease, sublease, license, or agreement to use or occupy real property;

(xvii) except in the Ordinary Course of Business, cancel, surrender, allow to expire, or fail to renew any Permit that is Related to the Business;

(xviii) propose or adopt a plan of complete or partial liquidation or dissolution, merger, consolidation, restructuring, recapitalization, or other reorganization;

(xix) enter into a joint venture, partnership, joint development program, or similar transaction;

(xx) enter into, modify or amend any Contract between Sellers and any Affiliates; or

(xxi) authorize, or commit or agree to take, any of the foregoing actions.

5.3 **Cooperation; Status Updates; Regulatory Filings; Consents**.

(a) Cooperation. Subject to the terms and conditions set forth in this Agreement, the Parties shall cooperate with each other and use their respective commercially reasonable efforts to: (i) take or cause to be taken all actions reasonably necessary, proper or advisable on their part under this Agreement or Applicable Law to consummate the transactions contemplated hereby as promptly as reasonably practicable in accordance with the Bidding Procedures; (ii) execute, acknowledge, and deliver in proper form any further documents, certificates, agreements, and other writings, and take such other action as such other Party may reasonably require, in order to effectively carry out the intent of the Transaction Documents; (iii) make or cause to be made all registrations, filings, notifications, submissions, and applications with, give all notices to and obtain any consents, governmental transfers, approvals, orders, qualifications, and waivers from any Governmental Authority necessary for the consummation of the transactions contemplated hereby (including, any consent, clearance, expiration or termination of a waiting period, authorization, order or approval of, or any exemption by, any Governmental Authority, under the HSR Act or other competition Laws); (iv) not take any action prior to the Closing that would reasonably be expected to prevent, materially impair, or materially delay the consummation of the transactions contemplated hereby, except to the extent such action is otherwise expressly contemplated by this Agreement or the Bidding Procedures; (v) provide the other Party with cooperation and take such actions as such other Party may reasonably request in connection with the consummation of the transactions contemplated hereby and by the other Transaction Documents; and (vi) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated hereby and by the other Transaction Documents.

(b) Status Updates. Each of Sellers and Purchaser shall promptly notify the other Party or Parties, as applicable, of the occurrence, to such Parties' or Party's, as applicable, knowledge, of any event or condition, or the existence of any fact or circumstance, that would reasonably be expected to result in any of the conditions set forth in Article VI or Article VII not being satisfied as of the Termination Date.

(c) Regulatory Filings.

(i) Sellers and Purchaser shall prepare and file as promptly as practicable all documentation to effect all necessary notices, reports and other filings and to obtain as promptly as practicable all consents, clearances, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any Governmental Authority in order to consummate the transactions contemplated hereby, including, (1) all filings pursuant to the HSR Act within ten (10) Business Days after the date of this Agreement (subject to Sellers and Purchaser supplying as promptly as practicable (but no later than five (5) Business Days after the date such information is requested) any information and documentary material that may be requested by the other Party in connection with such filings), and (2) all other filings for required competition or other governmental approvals as promptly as practicable after the date of this Agreement. Sellers and Purchaser shall request early termination of the waiting period with respect to the transactions contemplated hereby under the HSR Act. Whether or not the transactions contemplated hereby are consummated, Purchaser shall be responsible for all fees and payments to any Governmental Authority (including filing fees) in each case, relating to filing under the HSR Act or similar competition Law.

(ii) Subject to Applicable Law, Sellers and Purchaser shall cooperate with each other and shall promptly furnish to the other Party all information necessary or desirable in connection with making any filing under the HSR Act or with making any other filing to be made pursuant to any competition or investment review Law, and in connection with resolving any investigation or other inquiry by any Governmental Authority under any competition or investment review Laws with respect to the transactions contemplated by this Agreement. Each of the Parties shall promptly inform the other Party of any substantive communication with any Governmental Authority regarding any such filings relating to the HSR Act or other competition Laws or any such transaction. To the extent practicable, neither any Seller nor Purchaser shall participate in any meeting with any Governmental Authority in respect of any such filings, investigation, or other inquiry without giving the other Party prior notice of the meeting. Such other Party shall be permitted to participate in any meeting with any Governmental Authority in respect of any such filings, investigation, or other inquiry relating to the HSR Act or other competition Laws, to the extent permitted by such Governmental Authority. The Parties will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions, and proposals made or submitted by or on behalf of any Party in connection with all meetings, actions, and proceedings under or relating to the HSR Act or other competition Laws (including, with respect to making a particular filing, by providing copies of all such documents to the non-filing Party and their advisors prior to filing and, if requested, giving due consideration to all reasonable additions, deletions or changes suggested in connection therewith); *provided*, that the Parties shall not be required to provide to each other any confidential information or business secrets, which information shall be provided on an outside counsel-only basis; *provided*, *further*, that Purchaser shall have primary responsibility for directing and implementing the general strategy for obtaining all consents, clearances, registrations, approvals, permits, and authorizations necessary or advisable to be obtained from any Governmental Authority in order to consummate the transactions contemplated hereby.

(d) Contract Cooperation. Prior to the Designation Deadline, Sellers shall reasonably cooperate with Purchaser, to the extent reasonably requested by Purchaser, to identify all Identified Contracts with a Key Customer or Key Vendor for the purposes of assisting Purchaser to designate such Contracts as either Additional Assumed Contracts or Additional Rejected Contracts.

(e) Sellers will use their commercially reasonable efforts, and Purchaser will cooperate with Sellers, to obtain at the earliest practicable date all Required Consents (including any consents and approvals necessary to transfer or reissue any Permits).

5.4 **Preservation of Records; Post-Closing Access and Cooperation**.

(a) For a period of six (6) years after the Closing Date or such other period (if longer) required by Applicable Law, Purchaser shall preserve and retain all corporate, accounting, legal, auditing, human resources and other books and records included in the Purchased Assets that are in its possession relating to the Business and the Purchased Assets prior to the Closing Date. Purchaser shall, after the Closing Date, (i) permit Sellers' and their respective representatives (collectively, the "***Permitted Access Parties***") reasonable access, for the purpose of Sellers' tax reporting requirements, financial accounting and compliance with Applicable Law (including with respect to Sellers' wind-down and related activities), to the material financial and other books and records included in the Purchased Assets that are in its possession, during regular business hours and upon reasonable advance written notice, which access shall include (1) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such documents and records as they may reasonably request in furtherance of the purposes described above, and (2) Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they may reasonably request in furtherance of the purposes described above, but only to the extent the applicable Permitted Access Party reimburses Purchaser for the reasonable costs and expenses thereof, and (ii) provide the Permitted Access Parties (at no cost to the Permitted Access Parties) with reasonable access to a representative during regular business hours and upon reasonable advance written notice so that Sellers and the other Permitted Access Parties have information necessary for the preparation of Tax Returns, collection of those Accounts Receivable that are Excluded Assets, and other activities in connection with the administration and wind-down of the Bankruptcy Cases (including the prosecution or processing of insurance/benefit claims); *provided*, that such access does not unreasonably interfere with Purchaser's operation of the Business and Purchaser shall not be required to provide access for requests unrelated to the Business or the Purchased Assets.

(b) Nothing in this Section 5.4 shall require Purchaser to take any such action if (i) such action (1) could result in a waiver or breach of any attorney-client, attorney work product, or other legally recognized privileges or immunity from disclosure, or (2) would result in the disclosure of any Trade Secrets of third parties or violate any Applicable Laws related to the exchange of information or any obligation of Purchaser with respect to confidentiality, or (ii) such access or information is requested in relation to disputes involving Purchaser, its equity holders or any of their respective Affiliates or the Business or the Purchased Assets, including disputes arising under this Agreement or any other Transaction Document.

5.5 **Employees and Benefits**.

(a) As of the Closing, Sellers shall terminate the employment of all of those Employees identified on Schedule 5.5(a) (the "***Subject Employees***"). Schedule 5.5(a) hereto shall be amended from time to time prior to the Closing (i) to delete any individuals who are no longer employed by Sellers, or (ii) upon written notice from Purchaser to Sellers, to add or remove any other individuals. Purchaser, in cooperation with Sellers, shall, at least five (5) Business Days prior to the Closing Date and effective as of the Closing Date, extend a written offer of employment to those Employees selected by Purchaser, in its sole and absolute discretion (the "***Selected Employees***"), at a level and with responsibilities that are substantially commensurate with their employment with Sellers and at a wage or salary and bonus opportunity that is substantially comparable to the respective wage or salary and bonus opportunity specified for such Selected Employees on Schedule 5.5(a) and with other benefits substantially comparable to those provided to similarly situated Employees of Purchaser. Those Selected Employees who accept offers of employment with Purchaser and who become Employees of Purchaser as of the Closing Date are referred to as "***Transferred Employees***." Notwithstanding the foregoing, nothing herein will, after the Closing Date, impose on Purchaser any obligation to retain any Transferred Employee in its employment for any amount of time or on any terms and conditions of employment. Purchaser shall assume, honor and be solely responsible for paying, providing and satisfying when due all compensation (including salary, wages, commissions, bonuses, incentive compensation, overtime, premium pay and shift differentials), vacation, personal days, sick pay and other paid time off, benefits and benefit claims, severance and termination pay, notice, and benefits (including any employer Taxes or other payments related thereto), in each case, accruing, incurred or arising as a result of employment or separation from employment with Purchaser after the Closing Date with respect to Transferred Employees. For the avoidance of doubt, all Liabilities arising in respect of periods on or prior to the Closing Date relating to the employment with, termination of employment with, application for employment with or any other employment or labor-related Liabilities, including severance, with respect to any current or former Employee or other service provider of Sellers and their Affiliates (excluding any Transferred Employees) shall be retained by Sellers and their Affiliates on the Closing Date, and Sellers and their Affiliates shall be solely responsible for such Liabilities. All Liabilities arising in respect of periods after the Closing Date relating to the employment with, termination of employment with, application for employment with or any other employment or labor-related Liabilities, including severance, with respect to any Transferred Employee, shall be the obligation of Purchaser.

(b) It is understood and agreed between the Parties that all provisions contained in this Agreement with respect to Benefit Plans or Employee compensation are included for the sole benefit of the respective Parties hereto and do not and shall not create any right in any other Person, including, but not limited to, any Employee, any participant in any benefit or compensation plan or any beneficiary thereof, including any right to any continued employment with Purchaser or compensation or benefits of any nature or kind whatsoever.

(c) Purchaser shall not at any time prior to sixty (60) days after the Closing Date, effectuate a "plant closing" or "mass layoff" as those terms are defined in the WARN Act affecting in whole or in part any facility, site of employment, operating unit or Employee of the Business without complying fully with the requirements of the WARN Act. Purchaser shall be solely responsible for, and will bear the entire cost of, compliance with (or failure to comply with) any such laws following the Closing Date.

(d) Prior to the Closing, Sellers shall cooperate in good faith with and provide reasonable assistance to Purchaser in connection with and to facilitate Purchaser's and/or its Affiliates' establishment of new health, welfare and retirement plans for the Transferred Employees (including, without limitation, Sellers' prompt execution and delivery of broker access and change of broker forms in respect of Benefit Plans in form and content reasonably satisfactory to Sellers and the delivery of claims and other participant information, in each case, as reasonably requested by Purchaser and not prohibited or restricted by applicable law).

(e) To the extent permissible under the Benefit Plans as of the Closing Date, Purchaser shall administer COBRA continuation coverage (other than with respect to flexible spending accounts) for

M&A Qualified Beneficiaries (as defined in COBRA) that both (i) are Subject Employees (and not probationary or inactive Employees as of the Closing Date), and (ii) were not made offers of employment by Purchaser in accordance with Section 5.5(a).

5.6 **Confidentiality**. The Parties acknowledge and agree that from and after the Closing, all non-public information relating to the other Parties, including, in respect of Purchaser, the Business, the Purchased Assets, and the Assumed Liabilities, is valuable and proprietary to the respective Party and its respective Affiliates, including any and all confidential and proprietary information that relates to the actual or anticipated business and/or products, research, or development of the Business, or to any technical data, trade secrets, or know-how, is valuable and proprietary to the respective Party and its respective Affiliates. Each Party agrees that, from and after the Closing, each Party and its representatives will hold in confidence, will not disclose to any Person and will not use any information relating to the other Party and its Affiliates, the Business, the Purchased Assets, or the Assumed Liabilities, except as required by Applicable Law or Order or Bankruptcy Court requirement, or as otherwise becomes available in the public domain other than through any action by any Party in violation of its obligations under this Section 5.6.

5.7 **Public Announcements**. Purchaser and Sellers will consult with each other before issuing any press release or otherwise making any public statements or disclosures with respect to the transactions contemplated by this Agreement, including the terms hereof, and no Party shall, without the prior written consent of the other Party, issue any such press release or make any such public statement, except as may be required by Applicable Law; *provided*, *however*, that Sellers may make public statements or disclosures with respect to this Agreement and the transactions contemplated herein as may be necessary or advisable in connection with the Bankruptcy Cases, including, without limitation, to comply with the Bid Procedures Order and/or in seeking issuance of the Sale Order.

5.8 **Tax Matters**.

(a) Transfer Taxes. To the extent that any sales, purchase, transfer, stamp, documentary stamp, registration, use or similar taxes (collectively, the "***Transfer Taxes***") are payable by reason of the sale of the Purchased Assets under this Agreement, such Transfer Taxes shall be borne by Purchaser. The Party responsible under Applicable Law shall timely file all Tax Returns related to any Transfer Taxes with the appropriate taxing authority. The Transfer Taxes shall be calculated assuming that no exemption from Transfer Taxes is available under the Bankruptcy Code unless otherwise indicated in the Sale Order. Purchaser and Sellers will reasonably cooperate in good faith prior to Closing to determine the amount of Transfer Taxes required to be paid in connection with the transactions contemplated by this Agreement and to minimize, to the extent permissible under Applicable Law, the amount of any Transfer Taxes that might otherwise be imposed in connection with the transactions contemplated by this Agreement, including by soliciting and providing appropriate resale exemption certificates or other evidence acceptable to Purchaser or Sellers, as appropriate, of exemption from such Transfer Taxes.

(b) Property Taxes. All Property Taxes levied with respect to the Purchased Assets for any Taxable period falling entirely within the period ending on or before the Closing Date shall be the responsibility of Sellers. All Property Taxes levied with respect to the Purchased Assets for any taxable period that includes the Closing Date and ends after the Closing Date, whether imposed or assessed before or after the Closing Date will be prorated based on the number of days in such period that occur on or before the Closing Date, on the one hand, and the number of days in such period that occur after the Closing Date, on the other hand, the amount of such Property Taxes allocable to the portion of the period ending on or before the Closing Date being the responsibility of Sellers and the remainder being the responsibility of Purchaser. If the exact amount of any Property Taxes is not known on the Closing Date, such Taxes shall be estimated based upon the best available information at the time of Closing (*i.e.*, the Taxable value currently assigned to the real property). There shall be no re-proration of Property Taxes after Closing. The amount of such Property Taxes allocable to Sellers pursuant to this Section 5.8(b) that have not been paid prior to Closing, if any, shall be paid to the appropriate Governmental Authority by Purchaser, but shall result in a reduction of the Cash Consideration in like amount. Purchaser shall be responsible for the preparation and timely filing of any Tax Returns and the payment to the applicable Governmental Authority of all Property Taxes that become due and payable after the Closing Date. Sellers shall be responsible for the preparation and timely filing of any Tax Returns and payment to the applicable Governmental Authority of all Property Taxes that become due and payable on or prior to the Closing Date.

(c) Cooperation and Audits. Purchaser and Sellers will cooperate fully with each other regarding Tax matters and will make available to the other as reasonably requested all information, records, and documents relating to Taxes with regard to the Purchased Assets and the Transferred Employees until the expiration of the applicable statute of limitations or extension thereof or the conclusion of all audits, appeals, or litigation with respect to such Taxes. Notwithstanding anything in this Section 5.8(c) to the contrary, Sellers, Purchaser and their respective Affiliates shall not be required to provide to Sellers and their Affiliates or Purchaser and its Affiliates, as the case may be, any records, Tax Returns or any other information related to Taxes, in each case, to the extent such records, Tax Returns, or other information do not relate to the Business, Purchased Assets or the Transferred Employees.

(d) Preparation of Tax Returns and Payment of Taxes.

(i) Sellers shall prepare and timely file (i) all Tax Returns with respect to the Purchased Assets and the Business for any Tax period ending on or before the Closing Date (the "***Applicable Seller Prepared Returns***") (and Purchaser shall cooperate with Sellers in causing such Tax Returns to be filed) and (ii) all Income Tax Returns of Sellers and their Affiliates. Sellers shall provide Purchaser with a draft of all Applicable Seller Prepared Returns at least thirty (30) days (or such shorter period of time as is reasonably practicable) prior to the filing of any such Tax Return. Sellers shall incorporate any changes reasonably requested by Purchaser with respect to such Tax Returns that are supported at a "more likely than not" (or higher) level of confidence and consistent with past practice. As between Sellers and Purchaser, unless such Taxes are an Assumed Liability as set forth in Section 2.3, Purchaser shall not be responsible for paying any Taxes shown on any Tax Return Sellers are obligated to file under this Section 5.8(d)(i).

(ii) Except as otherwise provided by Section 5.8(a), Purchaser shall prepare and timely file all Tax Returns with respect to the Purchased Assets and the Business for any Tax period ending after the Closing Date, excluding, for the avoidance of doubt, any Income Tax Returns of Sellers. With respect to any Tax period beginning before and ending on or after the Closing Date, Purchaser shall prepare such Tax Returns consistent with past practice unless otherwise required by Applicable Law, and shall provide Sellers or their successors in rights, as applicable, with a draft of such Tax Returns at least thirty (30) days prior to the filing of any such Tax Return to the extent any Seller or its successor in rights could reasonably be expected to be liable for any such Taxes under this Agreement. Purchaser shall incorporate any changes reasonably requested by Sellers with respect to such Tax Returns that are supported at a "more likely than not" (or higher) level of confidence and consistent with past practice. Purchaser shall be responsible for paying any Taxes reflected on any Tax Return that Purchaser is obligated to prepare and file under this Section 5.8(d)(ii) to the extent constituting an Assumed Liability.

5.9 **Use of Names and Marks**. As soon as reasonably practicable after the Closing, but in no event more than thirty (30) Business Days after the Closing, Sellers shall cause an amendment to the certificate or articles of incorporation or formation (or any equivalent organizational documents) of Sellers to be filed with the appropriate Governmental Authority and shall take all other action necessary to change Sellers' legal, registered, assumed, trade and "doing business as" name, as applicable, to a name or names not containing any Transferred Intellectual Property, including "Gladieux Metals Recycling," "Aleon Renewable Metals," "GMR," "Aleon," or any name confusingly similar to the foregoing, and will cause to be filed as soon as practicable after the Closing, in all jurisdictions in which Sellers are qualified to do business, any documents necessary to reflect such change in its legal, registered, assumed, trade and "doing business as" name, as applicable, or to terminate its qualification therein. Sellers further agree that from and after the Closing, Sellers and their respective Affiliates will cease to make any use of all Transferred Intellectual Property, the names "Gladieux Metals Recycling," "Aleon Renewable Metals," "GMR," "Aleon," and any similar names indicating affiliation with Purchaser, any of its Affiliates, the Business, the Purchased Assets, or the business or activities engaged in by Purchaser or any of its Affiliates, other than to make limited factual statements regarding the historical relationship between Sellers and the Business.

5.10 **No Successor Liability**. The Parties hereto agree that the Sale Order shall provide that, to the fullest extent permitted by Applicable Law (including under section 363(f) of the Bankruptcy Code), (a) Purchaser shall not be liable for any Liability or Lien (other than Assumed Liabilities) against Sellers or any of their respective predecessors or Affiliates, and (b) Purchaser shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets, or any liabilities of Sellers arising prior to the Closing Date.

5.11 **Purchased Assets held by Affiliates**. Without limiting any Seller's obligations under Section 10.9 hereof, in the event that an Affiliate of Sellers (including Parent) owns or holds any assets rights or properties that, if owned or held by Sellers at the Closing, would constitute Purchased Assets ("***Wayward Assets***"), Parent shall cause each such Affiliate to transfer and assign, for no additional consideration, such Wayward Assets to Purchaser by transfer documents in form and content not inconsistent with the terms and provisions hereof and otherwise in form and content reasonably requested by Purchaser.

5.12 **Insurance Matters**.

(a) Sellers shall, and shall cause their Affiliates to, assign, to the extent assignable, to Purchaser any and all proceeds owing to Sellers under Sellers' or any of their respective Affiliates' third-party insurance policies written prior to the Closing in connection with (i) the damage or destruction of any of the Purchased Assets from and after the date of this Agreement and prior to the Closing that is, or would have been but for such damage or destruction, included in the Purchased Assets, or (ii) any Assumed Liability (other than, in the case of this clause (ii), where insurance proceeds are directly or indirectly funded by Sellers or any of their respective Affiliates through self-insurance or other similar arrangement). If such proceeds are not assignable, Sellers agree to pay any such proceeds received by them or any of their respective Affiliates to Purchaser promptly upon the receipt thereof.

(b) From and after the Closing Date, Sellers agree that, with respect to acts, omissions, events, or circumstances relating to the Business and the Purchased Assets that occurred or existed on or prior to the Closing, whether known or unknown, and that are covered by the Insurance Policies, each Seller shall (or shall cause its Affiliates to) make claims under such insurance policies on behalf of Purchaser, subject to all of the terms and conditions of such Insurance Policies and this Agreement. Sellers shall take no action following the Closing that may invalidate coverage of the Business or the Purchased Assets under the Insurance Policies; *provided*, *however*, that the Insurance Policies shall be permitted to lapse in accordance with their respective terms.

5.13 **Title Insurance Policies**. From the date of this Agreement to the earlier of the Closing Date or the date this Agreement is terminated, Sellers shall use commercially reasonable efforts to cooperate with Purchaser, at Purchaser's sole expense and at no cost, expense, or liability to Sellers, in Purchaser's efforts to obtain any title commitments, title policies (including endorsements thereto), and surveys with respect to the Transferred Owned Real Property, including by providing reasonable affidavits and other similar instruments as are reasonably required by the Title Company for the issuance of customary endorsements to such title policies reasonably requested by Purchaser, or for the deletion of any standard or printed exceptions in Purchaser's title insurance policies that are customarily deleted by virtue of a seller delivering such instruments in commercial real estate transactions in the state in which the Transferred Owned Real Property which is the subject of such policy is located (including, without limitation, any statements within such affidavits or other similar instruments with respect to any customary factual statements regarding unpaid bills or claims for labor or services performed or materials furnished or delivered to the Transferred Owned Real Property during applicable statutory lien periods and contracts for the making of repairs or improvements on the Transferred Owned Real Property to the extent reasonably required by the Title Company in order to remove any exceptions, and provide customary coverage, related to mechanics' liens or other similar liens).

5.14 **Refunds and Remittances**. To the extent Sellers, on the one hand, and Purchaser or any Purchaser Designee, on the other hand, receives any payment to which the other Party is entitled, each of Purchaser or the applicable Purchaser Designee, on the one hand, and Sellers, on the other hand, agree to promptly remit the proceeds to the other party, as appropriate. The Parties acknowledge and agree there is no right of offset regarding such payments and a party may not withhold funds received from third parties for the account of the other Party in the event there is a dispute regarding any other issue under this Agreement or any other agreement or document contemplated hereby. The provisions of this Section 5.14 shall not apply with respect to Taxes.

ARTICLE VI
CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

The obligations of Purchaser at Closing under this Agreement are subject to the satisfaction (or waiver by Purchaser) of the following conditions precedent on or before the Closing Date:

6.1 **Accuracy of Representations**. (a) The representation and warranty of Sellers made in the second sentence of Section 3.7 shall be true and correct in all respects on and as of the Closing; (b) the Fundamental Representations shall be true and correct in all respects (other than in *de minimis* respects) on and as of the Closing, except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct in all respects (other than in *de minimis* respects) as of such earlier date; and (c) all other representations of Sellers contained in this Agreement (without giving effect to any materiality limitations, such as "material," "in all material respects," and "Material Adverse Effect" set forth therein) shall be true and correct on and as of the Closing, except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date, except for any failure of any such representation and warranty to be so true and correct that has not had and would not, individually or in the aggregate, reasonably be likely to have a Material Adverse Effect.

6.2 **Compliance with Agreements and Covenants**. Sellers shall have performed and complied in all material respects with all of the covenants, obligations and agreements contained in this Agreement to be performed and complied with by it on or prior to the Closing Date including delivery of the documents referred to in Section 2.8(b).

6.3 **No Prohibition**. No law or injunction shall have been adopted, promulgated or entered by any Governmental Authority which prohibits, and no lawsuit or proceeding shall be pending which would be reasonably expected to prohibit, the consummation of the transactions contemplated hereby.

6.4 **Waiting Periods; Required Consents**. The waiting period (and any extension thereof) applicable to the consummation of the transactions contemplated hereby under the HSR Act shall have expired or been earlier terminated, and the Required Consents shall have been received.

6.5 **Entry of Sale Order**. The Sale Order shall have been entered by the Bankruptcy Court, shall be in full force and effect, shall not have been vacated, reversed, stayed, modified or amended as of the Closing Date, and shall have become final and no longer be subject to (or subject to a pending) appeal, vacatur, reversal or motion for reconsideration.

6.6 **No Material Adverse Effect**. Since the date of this Agreement, no Material Adverse Effect shall have occurred.

Any waiver of a condition by Purchaser shall be effective only if such waiver is stated in writing and signed by Purchaser; *provided*, *however*, that the consent of Purchaser to the Closing shall constitute a waiver by Purchaser of any conditions to Closing as to Purchaser not satisfied as of the Closing Date.

ARTICLE VII
CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

The obligations of Sellers at Closing under this Agreement are subject to the satisfaction (or waiver in writing by Sellers) of the following conditions precedent on or before the Closing Date:

7.1 **Accuracy of Representations**. The representations and warranties of Purchaser contained in this Agreement shall be true and correct on and as of the Closing, except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date, except for any failure of any such representation and warranty to be so true and correct as would not, individually or in the aggregate, reasonably be expected to adversely affect, materially delay or prevent the ability of Purchaser (a) perform its obligations under this Agreement or any other Transaction Document, or (b) consummate the transactions contemplated by this Agreement or any other Transaction Document.

7.2 **Compliance with Agreements and Covenants**. Purchaser shall have performed and complied in all material respects with all of its covenants, obligations and agreements contained in this Agreement to be performed and complied with by it on or prior to the Closing Date, including delivery of the documents referred to in Section 2.8(c) hereof.

7.3 **No Prohibition**. No law or injunction shall have been adopted, promulgated or entered by any Governmental Authority which prohibits, and no lawsuit or proceeding shall be pending which would be reasonably expected to prohibit, the consummation of the transactions contemplated hereby.

7.4 **Entry of Sale Order**. The Sale Order shall have been entered by the Bankruptcy Court, shall be in full force and effect, shall not have been vacated, reversed, stayed, modified or amended as of the Closing Date, and shall have become final and no longer be subject to (or subject to a pending) appeal, vacatur, reversal or motion for reconsideration.

7.5 **Waiting Periods; Required Consents**. The waiting period (and any extension thereof) applicable to the consummation of the transactions contemplated hereby under the HSR Act shall have expired or been earlier terminated, and the Required Consents shall have been received.

Any waiver of a condition by Sellers shall be effective only if such waiver is stated in writing and signed by Sellers; *provided*, *however*, that the consent of Sellers to the Closing shall constitute a waiver by Sellers of any conditions as to Sellers to Closing not satisfied as of the Closing Date.

ARTICLE VIII
TERMINATION

8.1 **Termination**. This Agreement may be terminated at any time on or prior to the Closing Date:

(a) With the mutual written consent of Purchaser and Sellers;

(b) By either Purchaser or Sellers if the Closing shall not have occurred on or before sixty (60) days after the Petition Date (as may be extended pursuant to Section 8.1(j)) (the "***Termination Date***"); *provided*, that the right to terminate this Agreement under this Section 8.1(b) shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the primary cause of, or materially contributed to, the failure of the Closing to occur on or before the Termination Date;

(c) By Sellers, if Purchaser shall have breached or failed to perform any of its representations, warranties, covenants, or other agreements contained in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 7.1 or Section 7.2, and (ii) has not been or is incapable of being cured by Purchaser within ten (10) Business Days after its receipt of written notice thereof from Sellers;

(d) By Purchaser, if Sellers shall have breached or failed to perform any of their representations, warranties, covenants, or other agreements contained in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 6.1 or Section 6.2, and (ii) has not been or is incapable of being cured by Sellers within ten (10) Business Days after their receipt of written notice thereof from Purchaser;

(e) By Sellers, if (i) all of the conditions set forth in Article VI have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing), and (ii) Purchaser fails to proceed with and consummate the Closing within three (3) Business Days after receipt of written notice from Sellers that Sellers are ready, willing, and able to proceed with and consummate the Closing;

(f) By Purchaser, if (i) all of the conditions set forth in Article VII have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing), and (ii) Sellers fail to proceed with and consummate the Closing within three (3) Business Days after receipt of written notice from Purchaser that Purchaser is ready, willing, and able to proceed with and consummate the Closing;

(g) By Purchaser, if (i) Sellers file a motion to have the Bankruptcy Court enter an Order (1) dismissing the Bankruptcy Cases, or (2) converting the Bankruptcy Cases into cases under chapter 7 of the Bankruptcy Code or appointing a trustee in the Bankruptcy Cases or appointing an examiner with enlarged powers related to the operation of the Business (beyond those set forth in section 1106(a)(3) or (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code, (ii) an Order is entered (1) dismissing the Bankruptcy Cases, or (2) converting the Bankruptcy Cases into cases under chapter 7 of the

Bankruptcy Code or appointing a trustee or examiner in the Bankruptcy Cases, and, in each case, such Order is not reversed or vacated within fourteen (14) days after entry thereof, (iii) the Sale Order (1) shall not have been entered by the Bankruptcy Court by fifty-two (52) days after the Petition Date (unless, prior to termination of this Agreement by Purchaser, the Bankruptcy Court shall have entered the Sale Order), (2) shall have been entered in a form not acceptable to Purchaser, or (3) shall have been stayed, vacated, modified, or supplemented without Purchaser's prior written consent, (iv) Sellers publicly announce, file, or otherwise takes material steps in furtherance of any chapter 11 plan(s) of reorganization or plan(s) of liquidation with respect to the Bankruptcy Cases that fail to provide for or otherwise contemplate the Closing pursuant to the terms hereof, or (v) any of the conditions set forth in ARTICLE VII has become incapable of fulfillment and such condition is not waived by Purchaser;

(h) By either Purchaser or Sellers if any Governmental Authority shall have issued an order, decree, or ruling or taken any other action permanently restraining, enjoining, or otherwise prohibiting the transactions contemplated by this Agreement, and such order, decree, ruling, or other action shall have become final and nonappealable;

(i) Automatically if Sellers consummate any Alternative Transaction with someone other than Purchaser involving the Purchased Assets; or

(j) By Purchaser if: (i) the Auction shall not have been held, conducted, or concluded on or before forty-five (45) days after the Petition Date; (ii) Purchaser is not selected and designated as the Successful Bidder or Back-Up Bidder in the Notice of Successful Bidder to be filed by Sellers on or before two (2) days after the Auction; (iii) the Sale Hearing shall not have been held and concluded on or before fifty (50) days after the Petition Date; (iv) the Sale Order shall not have been entered on or before fifty-two (52) days after the Petition Date; (v) the Closing of the transactions contemplated by this Agreement shall not have occurred on or before the Termination Date; *provided*, that Sellers and Purchaser may mutually agree in writing to extend such milestones in the foregoing clauses (i) through (v), in accordance with the DIP Credit Agreement; (vi) after the conclusion of the Auction, if Purchaser is the Successful Bidder, Sellers or any of their respective Affiliates take steps in further of any Alternative Transaction; or (vii) after the conclusion of the Auction if Purchaser is the Back-Up Bidder, Sellers or any of their respective Affiliates take steps in furtherance of any Alternative Transaction other than that of the Successful Bidder.

Notwithstanding anything else contained in this Agreement, the right to terminate this Agreement under this Section 8.1 shall not be available to any Party (a) that is in material breach of its obligations hereunder, or (b) whose failure to fulfill its obligations or to comply with its covenants under this Agreement has been the primary cause of, or materially contributed to, the failure to satisfy any condition to the obligations of either party hereunder.

8.2 **Effect of Termination**. In the event of termination of this Agreement by either Purchaser or Sellers as provided in Section 8.1, this Agreement will forthwith become void and have no further force or effect, without any liability (other than as set forth in Section 9.3 or this Section 8.2) on the part of Purchaser or Sellers; *provided*, *however*, that the provisions of this Section 8.2, Section 9.3 and Article X will survive any termination hereof; *provided*, *further*, *however*, that subject to the terms of this Section 8.2, nothing in this Section 8.2 shall relieve any Party of any liability for any breach by such Party of this Agreement prior to the date of any such termination.

ARTICLE IX
BANKRUPTCY COURT MATTERS

9.1 **Alternative Transactions**.

(a) Consummation of the transactions contemplated hereby is subject to approval by the Bankruptcy Court and the consideration by the Debtors of higher or better competing bids in accordance with the Bidding Procedures. From and after the date hereof until the Auction is declared closed by Purchaser, Sellers shall be permitted to cause their respective representatives and Affiliates to (i) initiate contact with, or solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates, agents, and representatives) with respect to an Alternative Transaction, and (ii) respond to any inquiries or offers related to an Alternative Transaction and perform any and all other acts related thereto which are required or permitted under the Bankruptcy Code, the Bid Procedures Order or other Applicable Law, including supplying information relating to the Business and the assets of Sellers to prospective purchasers.

(b) If, upon completion of the Auction, Sellers have agreed to sell their assets under an Alternative Transaction, Sellers may select Purchaser as the Back-Up Bidder or may select another Back-Up Bidder as provided in the Bidding Procedures. Purchaser hereby agrees and acknowledges that it shall serve as a Back-Up Bidder if so requested.

9.2 **Bankruptcy Actions**.

(a) On the Petition Date, Sellers shall file with the Bankruptcy Court a motion seeking entry of the Bid Procedures Order approving, among other things, the execution, delivery, and performance of this Agreement by Sellers, other than the performance of those obligations to be performed at or after the Closing. The form and substance of such motion shall be reasonably acceptable to Purchaser. From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article VIII, and (ii) the Closing Date, the Parties shall use their respective reasonable efforts to obtain entry by the Bankruptcy Court of the Bid Procedures Order and the Sale Order.

(b) Each of Sellers and Purchaser shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement, and (ii) keep the other reasonably apprised of the status of material matters related to the Agreement.

(c) No later than the times set forth in the Bid Procedures Order (as may be modified pursuant to the terms thereof with the prior written consent of Purchaser to the extent such modifications relate to this Agreement and adversely affect Purchaser, such consent not to be unreasonably withheld), Sellers will (subject to Purchaser's and Sellers' rights and obligations set forth in Section 9.2(e) below) make all filings and give all notices relating to this Agreement as Sellers are required to make and give pursuant to the Bid Procedures Order. Sellers shall take all actions as may be reasonably necessary to obtain entry of the Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. Both Purchaser's and Sellers' obligations to consummate the transactions contemplated in this Agreement shall be conditioned upon the Bankruptcy Court's entry of the Sale Order. If the Bankruptcy Court refuses to issue the Sale Order or to approve a sale of the Purchased Assets to Purchaser at the Sale Hearing, then this transaction shall automatically terminate, and Sellers and Purchaser shall be relieved of any further liability or obligation hereunder. Upon entry of the Sale Order in accordance with the provisions of this Section 9.2(a), the condition set forth in this Section 9.2(a) shall conclusively be deemed satisfied.

(d) If the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby are appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacatur, stay, rehearing or re-argument shall be filed with respect to the Bid Procedures Order and the Sale Order, or other such order) subject to the rights otherwise arising from this Agreement, Sellers shall take all actions as may be reasonably necessary to prosecute such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion; *provided*, *however*, nothing herein shall be deemed to require Sellers to so pursue any such appeal or other actions beyond the Termination Date if this Agreement is terminated in accordance with its terms after the Termination Date.

(e) Purchaser and Sellers shall consult with each other regarding pleadings, notices and filings that either of them intends to file with the Bankruptcy Court in connection with, or which might reasonably be expected to affect the Bankruptcy Court's approval of the Sale Order, including, with respect to Sellers, sharing in advance any drafts for Purchaser's review and comment, it being agreed that Sellers shall give reasonable consideration to, and incorporate into the relevant pleading, notice or filing, any reasonable comments Purchaser may provide within a reasonable time prior to the filing of any of such pleading, notice or filing. Each Seller shall promptly provide Purchaser and its outside legal counsel with copies of all notices, filings and orders of the Bankruptcy Court that such Seller has in its possession (or receives) pertaining to the Sale Order, or any other order related to any of the transactions contemplated hereby, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court. No Seller shall seek any modification to the Sale Order by the Bankruptcy Court or any other Governmental Authority of competent jurisdiction to which a decision relating to the Bankruptcy Cases has been appealed, in each case, without prior written consent of Purchaser in its sole discretion.

9.3 **Bid Protections**.

(a) Notwithstanding Section 8.2, (i) if this Agreement is terminated other than pursuant to Section 8.1(a), Section 8.1(b), Section 8.1(c), or Section 8.1(e), and (ii) at the time of such termination, Purchaser is not then in material breach of any of its representations, warranties, covenants, or agreements contained in this Agreement that would result in a failure of a condition set forth in Section 7.1 or Section 7.2, then Sellers will pay the Expense Reimbursement Amount to Purchaser by wire transfer of immediately available funds, without further order of the Bankruptcy Court, within three (3) Business Days following such termination of this Agreement.

(b) The Expense Reimbursement Amount shall, pursuant to the Bid Procedures Order, constitute allowed administrative expenses of Sellers' estates under section 503(b) of the Bankruptcy Code.

(c) Sellers acknowledge and agree that the agreements contained in this Section 9.3 are an integral part of the transactions contemplated hereby and that, without these agreements, Purchaser would not enter into this Agreement. Each of the Parties further acknowledges that the payment by Sellers of the Expense Reimbursement Amount is not a penalty, but rather liquidated damages in a reasonable amount that will compensate Purchaser, together with any additional damages to which Purchaser may be entitled hereunder, in the circumstances in which such Expense Reimbursement Amount is payable, for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision.

(d) For the avoidance of doubt, under no circumstances shall Purchaser be permitted or entitled to receive both (i) the remedy of specific performance to cause the Closing and (ii) the payment of the Expense Reimbursement Amount.

9.4 **Sale Order**. The Sale Order shall, among other things, (a) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code (i) the execution, delivery and performance by Sellers of this Agreement, (ii) the sale of the Purchased Assets to Purchaser on the terms set forth herein and free and clear of all Liens (other than Permitted Post-Closing Encumbrances), and (iii) the execution, delivery, and performance by Sellers of their obligations under this Agreement, (b) authorize and empower Sellers to assume and assign to Purchaser the Assumed Contracts, (c) find that Purchaser is a "good faith" purchaser within the meaning of section 363(m) of the Bankruptcy Code, find that Purchaser is not a successor to any Seller, and grant Purchaser the protections of section 363(m) of the Bankruptcy Code, (d) find that Purchaser has provided adequate assurance (as that term is used in section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Assumed Contracts, and (e) find that Purchaser shall have no Liability for any Excluded Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Purchased Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, successor, or transferee Liability, labor law, *de facto* merger, environmental, or substantial continuity. Without limiting Sellers' obligation to take all such actions as are reasonably necessary to obtain Bankruptcy Court approval of the Sale Order, Purchaser agrees that it will promptly take such actions as are reasonably requested by any Seller to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (A) demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code, and (B) establishing adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code and in accordance with the Bid Procedures Order.

ARTICLE X
MISCELLANEOUS

10.1 **Survival**. The Parties agree that the representations, warranties, covenants or agreements contained in this Agreement (other than with respect to Section 3.24, Section 4.5, and Section 5.6) will not survive the Closing hereunder, and none of the Parties will have any liability to each other after the Closing for any breach of such representations, warranties, covenants or agreements which may be made, or any Claim or Action instituted, after the Closing. Notwithstanding the foregoing, the covenants and agreements that by their terms are to be satisfied after the Closing Date, shall survive until satisfied in accordance with their terms.

10.2 **Notices**. Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (a) when received if given in person or by courier or a courier service, (b) on the date of transmission if sent by electronic mail (without receipt of a delivery error), (c) on the next Business Day if sent by an overnight delivery service, or (d) five (5) Business Days after being deposited in the U.S. mail, certified or registered mail, postage prepaid:

(a) If to Sellers, addressed as follows:

____
____
____
Attn: ______________________
Email: ______________________

With a copy (which shall not constitute notice) to:

Morrison & Foerster LLP
250 West 55th Street
New York, NY 10019
Attn: Jennifer Marines; Benjamin Butterfield
Email: jmariines@mofo.com; bbutterfield@mofo.com

(b) If to Purchaser, addressed as follows:

____
____
____
Attn: _______________________
Email: ______________________

With a copy (which shall not constitute notice) to:

Arnold & Porter Kaye Scholer LLP
70 West Madison Street, Suite 4200
Chicago, IL 60602
Attn: Michael Messersmith and Sarah Gryll
Email: michael.messersmith@arnoldporter.com and
sarah.gryll@arnoldporter.com

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

10.3 **Entire Agreement**. This Agreement (including any exhibits and schedules hereto) and the other Transaction Documents represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof.

10.4 **Amendments and Waivers**. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed, in the case of an amendment, supplement or change, by the Parties, or in the case of a waiver, by the Party against whom enforcement of such waiver is sought. The waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

10.5 **Counterparts**. This Agreement may be executed in counterparts and such counterparts may be delivered in electronic format (including by email), all of which shall be considered an original and one and the same agreement. Such delivery of counterparts shall be conclusive evidence of the intent to be bound hereby, and each such counterpart and copies produced therefrom shall have the same effect as an original. To the extent applicable, the foregoing constitutes the election of the parties to invoke any law authorizing electronic signatures.

10.6 **Interpretation; Construction**.

(a) The Article and Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

(b) Unless otherwise specified in this Agreement or the context otherwise requires: (i) the words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (ii) any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural; (iii) all preamble, recital, Article, Section, clause, schedule and exhibit references used in this Agreement are to the preamble, recitals, articles, sections, clauses, schedules and exhibits to this Agreement; (iv) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation;" (v) the terms "date hereof" and "date of this Agreement" mean the date first written above; (vi) with respect to the determination of any period of time, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding;" (vii) (A) any reference to "days" means calendar days unless Business Days are expressly specified, and (B) any reference to "months" or "years" shall mean calendar months or calendar years, respectively, in each case unless otherwise expressly specified; (viii) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if;" (ix) each accounting term not otherwise defined in this Agreement has the meaning commonly applied to it in accordance with GAAP; (x) the term "made available" means made available in the Data Room or otherwise delivered or provided by Sellers to Purchaser hereby at least one (1) Business Day prior to the date hereof; (xi) any reference in this Agreement to "***Dollars***" or "**$**" means United States dollars; (xii) time is of the essence of each and every covenant, agreement, and obligation in this Agreement, and (xiii) neither Purchaser nor Sellers shall be deemed to be in breach of any covenant contained in this Agreement if such party's deemed breach is the result of any action or inaction on the part of the other.

(c) Unless otherwise specified in this Agreement, any deadline or time period set forth in this Agreement that by its terms ends on a day that is not a Business Day shall be automatically extended to the next succeeding Business Day. Unless otherwise specified in this Agreement or the context otherwise requires, all references to any (i) statute in this Agreement include the rules and regulations promulgated thereunder and all applicable guidance, guidelines, bulletins, or policies issued or made in connection therewith by a Governmental Authority, and (ii) Law in this Agreement shall be a reference to such Law as amended, re-enacted, consolidated, or replaced as of the applicable date or during the applicable period of time.

(d) Unless otherwise specified in this Agreement all references in this Agreement (i) to any Contract, other agreement, document, or instrument (excluding this Agreement) mean such Contract, other agreement, document, or instrument as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and, unless otherwise specified therein, include all schedules, annexes, addendums, exhibits and any other documents attached thereto or incorporated therein by reference, and (ii) to this Agreement mean this Agreement (taking into account the provisions of Sections 10.4) as amended, supplemented or otherwise modified from time to time in accordance with Section 10.4.

(e) With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared, and drafted, and that if at any time the Parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement.

(f) All capitalized terms in this Agreement (including the exhibits and schedules hereto) shall have the meaning set forth in Section 1.1, except as otherwise specifically provided herein. Each of the other capitalized terms used in this Agreement has the meaning set forth where such term is first used or, if no meaning is set forth, the meaning required by the context in which such term is used.

10.7 **Binding Agreement; Assignment**. This Agreement and the other Transaction Documents shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; *provided*, that neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (including by operation of law) by any Party without the prior written consent of the other Party(ies). For all purposes hereof, a transfer, sale or disposition of a majority of the capital stock or other voting interest of a Party (whether by contract or otherwise) shall be deemed an assignment requiring consent hereunder. Any purported assignment in contravention of this Section 10.7 shall be null and void. Notwithstanding the foregoing or anything else in this Agreement to the contrary, Purchaser may (a) transfer or assign its rights, interests or obligations under this Agreement, in whole or from time to time in part, to one or more of its Affiliates, provided that Purchaser will remain liable for the performance of its obligations and will provide notice to Sellers of such assignment; and (b) collaterally assign its rights hereunder to any lender of Purchaser. Notwithstanding anything to the contrary herein, no assignment of this Agreement or any rights, interests or obligations hereunder (including any assignment pursuant to the immediately preceding sentence) shall be deemed to release, relieve, or otherwise affect the assigning Party's continuing liability hereunder.

10.8 **Third Party Beneficiaries**. This Agreement is solely for the benefit of the Parties hereto, and no provision of this Agreement shall be deemed to confer upon third parties, either express or implied, any remedy, claim, liability, reimbursement, cause of action or other right.

10.9 **Further Assurances**. Upon the reasonable request of Purchaser or Sellers, each Party will, on and after the Closing Date, execute and deliver to the other Parties such other documents, assignments and other instruments as may be reasonably required (without imposing any material monetary obligations or other obligations beyond those specifically imposed on the cooperating Party(ies) by the other provisions of this Agreement or the other Transaction Documents) to effectuate completely the transactions contemplated hereby, and to effect and evidence the provisions of this Agreement and the other Transaction Documents and the transactions contemplated hereby. For the avoidance of doubt, as to Sellers, the obligations set forth in this Section 10.9 shall lapse and cease to be of any further force or effect upon the closing of the Bankruptcy Cases.

10.10 **Governing Law**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

10.11 **EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT**. IN THE EVENT ANY PARTY TO THIS AGREEMENT COMMENCES ANY LITIGATION, PROCEEDING, OR OTHER LEGAL ACTION IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY MATTERS DESCRIBED OR CONTEMPLATED HEREIN OR THEREIN, THE PARTIES TO THIS AGREEMENT HEREBY (A) AGREE ANY LITIGATION, PROCEEDING, OR OTHER LEGAL ACTION SHALL BE INSTITUTED ONLY IN THE BANKRUPTCY COURT, WHICH SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION OVER ANY SUCH MATTERS; (B) CONSENT AND SUBMIT TO PERSONAL JURISDICTION OF THE BANKRUPTCY COURT AND TO SERVICE OF PROCESS UPON THEM IN ACCORDANCE WITH THE RULES AND STATUTES GOVERNING SERVICE OF PROCESS; AND (C) AGREE TO WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY OBJECTION THAT THEY MAY NOW OR

HEREAFTER HAVE TO THE VENUE OF ANY SUCH LITIGATION, PROCEEDING OR ACTION IN ANY SUCH COURT OR THAT ANY SUCH LITIGATION, PROCEEDING, OR ACTION WAS BROUGHT IN AN INCONVENIENT FORUM.

10.12 **WAIVER OF JURY TRIAL**. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.12.

10.13 **Schedules**. Provided that any such amended disclosure or updated schedule does not materially affect the value of the Purchased Assets or result in additional liability to Purchaser, Purchaser and Sellers may mutually agree at any time prior to Closing to amend all schedules to correct errors and to add omitted items, or new items that first arise or occur after the date hereof. Sellers shall update Schedule 3.6(f) (a) at least five (5) Business Days prior to the Closing to reflect an accurate list of the final Cure Costs, and (b) at the times, and subject to the terms and conditions specified in Section 2.7**.**

10.14 **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

10.15 **Expenses**. Except as otherwise provided in this Agreement, whether or not the Closing occurs, all Expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such Expenses.

10.16 **Attorneys' Fees**. In the event that Sellers or Purchaser bring an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing party(ies) in that action or proceeding shall be entitled to have and recover from the non-prevailing party(ies) all such reasonable, out of pocket fees, costs, and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party(ies) may suffer or incur in the pursuit or defense of such action or proceeding.

10.17 **Bulk Transfer Laws**. The Parties intend that, under section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any encumbrances arising out of bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the

Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with "bulk sales," "bulk transfers," or similar Laws in respect of the transactions contemplated by this Agreement.

10.18 **No Vicarious Liability**. This Agreement may only be enforced against the Parties hereto and their respective successors and permitted assigns. Any Claims or Actions that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) may be made only against the Persons that are signatories to this Agreement, and their respective successors and permitted assigns, and no agent, Affiliate, or representative of any such Person (including any Person negotiating or executing this Agreement on behalf of such Person), will have any liability with respect to this Agreement or with respect to any Claim or Action that may arise out of or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including a representation or warranty made in connection with this Agreement or as an inducement to enter into this Agreement). Nothing in this Section 10.18 will impair or adversely affect the rights of Purchaser or any other Person set forth in any other agreement executed and delivered in connection with the consummation of the transactions contemplated under this Agreement and the other Transaction Documents.

10.19 **Specific Performance**. The Parties agree that irreparable damages would occur if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached and that damages at law may be an inadequate remedy for the breach of any of the covenants, promises, and agreements contained in this Agreement. Accordingly, Sellers, on the one hand, and Purchaser on the other hand, will be entitled to obtain an injunction or injunctions to prevent breach of the provisions of this Agreement and to enforce specifically this Agreement and its terms and provisions, without the necessity of posting bond or other security against it or of proving the inadequacy of money damages as a remedy, in addition to any other remedy to which they may be entitled, at law or in equity. The Parties agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by Purchaser or Sellers, as applicable, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the respective covenants and obligations of Purchaser or Sellers, as applicable, under this Agreement, all in accordance with the terms of this Section 10.19.

10.20 **Conflicts; Privileges.**

(a) It is acknowledged by each of the Parties that Sellers have retained Morrison & Foerster LLP ("***M&F***") to act as its counsel in connection with this Agreement and the transactions contemplated hereby (the "***Current Representation***"). Purchaser hereby agrees that after the Closing, Purchaser will not object to M&F representing any Seller or any of its Affiliates or any of their respective representatives (any such Person, a "***Designated Person***") in any matter involving or arising from the Current Representation, including any interpretation or application of this Agreement or any other agreement entered into in connection with the transactions contemplated hereby, and including for the avoidance of doubt any Action between or among Purchaser or any of its Affiliates, on the one hand, and any Designated Person, on the other hand, even though the interests of such Designated Person may be directly adverse to Purchaser or any of its Affiliates. Purchaser hereby waives and agrees not to assert any claim that M&F has a conflict of interest in any representation described in this Section 10.20.

(b) Purchaser hereby agrees that all communications (whether before, at or after the Closing) between M&F, on the one hand, and any Designated Person, on the other hand, that relate in any way to the Current Representation that are attorney-client privileged (the "***Deal Communications***") and all rights to any other evidentiary privilege, and the protections afforded to information relating to representation of a client under applicable rules of professional conduct that may apply to such Deal Communications, belong to such Seller and may be controlled by such Seller and will not pass to or be claimed by Purchaser or any of its representatives and Purchaser hereby agrees that it will not seek to compel disclosure to Purchaser or any of its representatives of any such Deal Communications.

(c) Notwithstanding the foregoing, in the event that a dispute arises between Purchaser and any Person that is not a Seller, Purchaser may assert the attorney-client privilege to prevent the disclosure of the Deal Communications to such Person; *provided*, *however*, that Purchaser may not waive such privilege without the prior written consent of the applicable Seller (which such consent shall not be unreasonably withheld, conditioned or delayed). In the event that Purchaser or any of its respective directors, officers, employees, or other representatives is legally required by an Order made or rendered by any Governmental Authority to access or obtain a copy of all or a portion of the Deal Communications, Purchaser shall, to the extent legally permissible, (i) reasonably promptly notify the applicable Seller in writing (including by making specific reference to this Section 10.20(c)), (ii) agree that such Seller may, at such Seller's sole cost and expense, seek a protective Order and (iii) use, at such Seller's sole cost and expense, commercially reasonable efforts to assist therewith.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

SELLERS:

Gladieux Metals Recycling, LLC, a Texas limited liability company and Debtor and Debtor in Possession

By: ______________________________
Name:
Title:

Aleon Renewable Metals, LLC, a Delaware limited liability company and Debtor and Debtor in Possession

By: ______________________________
Name:
Title:

Aleon Metals, LLC, a Texas limited liability company and Debtor and Debtor in Possession

By: ______________________________
Name:
Title:

PURCHASER:

AM BidCo Operations LLC, a Delaware limited liability company

By: ______________________________
Name:
Title: