IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re **EDGIO, INC.**, *et al.*,[1] Debtors.	Case No. 24-11985 (KBO) Chapter 11 (Jointly Administered) **Re: Dkt. Nos. 34, 141 & 381**

CORRECTED ORDER (I) AUTHORIZING AND APPROVING THE DEBTORS' ENTRY INTO A PATENT PURCHASE AGREEMENT, (II) AUTHORIZING THE SALE OF THE ACQUIRED ASSETS FREE AND CLEAR OF ALL ENCUMBRANCES, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "***Motion***")[2] of the above-captioned debtors and debtors in possession (collectively, the "***Debtors***" or, in any Debtor's capacity as a seller of any of the Acquired Assets (as defined below), the "***Sellers***") for, among other things, entry of an *Order (I) Approving (A) Bidding Procedures for the Sale of All or Substantially All of the Debtors' Assets, (B) the Expense Reimbursement, (C) Assumption and Assignment Procedures, (D) Form and Manner of Notice of Sale Hearing, Assumption Procedures and Auction Results, (E) the Debtors' Entry Into One or More Asset Purchase Agreements, (F) Sale(s) of Assets Free and Clear of All Encumbrances, and (G) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Scheduling Certain Dates and Deadlines, and (III) Granting Related Relief* [Dkt. No. 34] and

[1] The Debtors operate under the trade name Edgio and have previously used the trade names Limelight, Edgecast and Layer0. The Debtors in these chapter 11 cases (the "***Chapter 11 Cases***"), along with the last four digits of each Debtor's federal tax identification number, are: Edgio, Inc. (7033); Edgecast Inc. (6704); Edgio International, Inc. (3022); Limelight AcquisitionCo, Inc. (6138); Limelight Midco, Inc. (1120); Limelight Networks VPS, Inc. (3438); and Mojo Merger Sub, LLC (7033). The Debtors' service address for purposes of these Chapter 11 Cases is: 11811 N. Tatum Blvd., Ste. 3031, Phoenix, AZ 85028. Additional information about the Chapter 11 Cases is available at https://OmniAgentSolutions.com/Edgio/.

[2] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion and the Agreement (as defined herein).

the Court having entered the *Order (I) Approving (A) Bidding Procedures for the Sale of All or Substantially All of the Debtors' Assets, (B) the Expense Reimbursement, (C) Assumption and Assignment Procedures, (D) Form and Manner of Notice of Sale Hearing, Assumption Procedures and Auction Results, (II) Scheduling Certain Dates and Deadlines, and (III) Granting Related Relief* [Dkt. No. 141] (the "***Bidding Procedures Order***"); and the Auction having been conducted on November 13, 2024, in accordance with the Bidding Procedures; and the Debtors having determined that the Purchaser has submitted the highest or otherwise best bid for the Acquired Assets; and the Court having conducted a hearing on November 25, 2024 (the "***Sale Hearing***") to consider approval of the Motion and the Sale pursuant to the terms and conditions of the Patent Purchase Agreement (as it may be amended, supplemented, restated, or otherwise modified from time to time, the "***Agreement***") and the other Transaction Documents (as defined below), all objections (if any) to the Sale, the *Supplemental Declaration of Ann M. Miller in Support of the Motion of Debtors for Entry of an Order (I) Approving (A) Bidding Procedures for the Sale of All or Substantially All of the Debtors' Assets, (B) the Expense Reimbursement, (C) Assumption and Assignment Procedures, (D) Form and Manner of Notice of Sale Hearing, Assumption Procedures and Auction Results, (II) Scheduling Certain Dates and Deadlines, and (III) Granting Related Relief* [Dkt. No. 404-2], the *Declaration of Todd Hinders in Support of the Motion of Debtors for Entry of an Order (I) Approving (A) Bidding Procedures for the Sale of All or Substantially All of the Debtors' Assets, (B) the Expense Reimbursement, (C) Assumption and Assignment Procedures, (D) Form and Manner of Notice of Sale Hearing, Assumption Procedures and Auction Results, (II) Scheduling Certain Dates and Deadlines, and (III) Granting Related Relief* [Dkt. No. 404-1], the evidence proffered or adduced at the Sale Hearing, and all parties in interest having been heard, or having had the opportunity to be heard, and the Court having found that (i) authorizing and

approving the Debtors' entry the binding Agreement and all other transaction documents necessary and desirable to consummate a Sale (the "***Transaction Documents***") with the Purchaser (as defined in the preamble of the Agreement) for the applicable Assets (the "***Acquired Assets***"); (ii) authorizing and approving the sale (the "***Sale***") of the Acquired Assets to the Purchaser, free and clear of all liens, claims, and encumbrances, except for any liabilities and encumbrances arising pursuant to the licenses set forth on Schedule 5.1(d) of the Agreement (the "***Existing Licenses***") which liabilities or encumbrances survive the rejection of such licenses as contemplated by the Agreement (such surviving liabilities or encumbrances, the "***Pre-Existing Encumbrances***") and any liabilities or obligations under the Patent License (as defined in the Agreement) (such obligations under the Patent License, together with the Pre-Existing Encumbrances, the "***Permitted Encumbrances***"); and (iii) granting related relief is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, and that adequate and reasonable notice of the Sale, the relief requested by the Motion as set forth in this Order, and the Sale Hearing has been provided to all entities required to be served in accordance with the Bankruptcy Code, the

Bankruptcy Rules and the Local Rules; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED:

A. ***Findings and Conclusions.*** The findings of fact and conclusions of law set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.[3]

B. To the extent that 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 conclusions of fact, they are adopted as such.

C. ***Jurisdiction, Venue, and Core Proceeding.*** The Court has jurisdiction over the Motion and over the property of the Debtors, including, without limitation, the transactions contemplated by the Agreement and related Transaction Documents, pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the Chapter 11 Cases and the Motion in this District and Court is proper under 28 U.S.C. §§ 1408 and 1409.

D. ***Statutory Bases.*** The statutory bases for the relief requested in the Motion are sections 105, 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007 and 9014 and Local Rules 2002-1, 6004-1 and 9006-1.

E. ***Final Order.*** This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary

[3] All findings of fact and conclusions of law made by the Court at the Sale Hearing in relation to the Motion, as well as those set forth in the Bidding Procedures Order, are hereby incorporated herein to the extent not otherwise inconsistent with the express terms of this Order.

under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

F. ***Sufficiency of Notice.*** As evidenced by the affidavits and/or certificates of service filed with the Court [Dkt. Nos. 62, 157], adequate notice and reasonable opportunity to object and/or be heard regarding the Motion and the Sale contemplated by the Agreement and related Transaction Documents has been provided in accordance with sections 102(1), 363(b) and 365 of the Bankruptcy Code, the applicable Bankruptcy Rules, the applicable Local Rules and the procedural due process requirements of the United States Constitution. No other notice of the Motion, the Sale contemplated by the Agreement and related Transaction Documents, or entry of this Order is necessary or shall be required.

G. ***Actual Notice.*** Actual written notice of the Motion, the Sale, and all transactions contemplated therein or in connection therewith, and all deadlines related thereto has been given to all interested persons and entities, including, without limitation: (i) the DIP Lender and the Prepetition Junior Secured Parties (as defined in the Final DIP Order) (collectively, the "***Secured Parties***"), and each of their counsel; (ii) counsel to the Official Committee of Unsecured Creditors (the "***Committee***"); (iii) the Office of The United States Trustee (the "***UST***"); (iv) all persons known or reasonably believed to have asserted an interest in the Acquired Assets; (vi) the Attorney General in the States where the Acquired Assets are located; (vii) all federal, state, and local taxing authorities in the States where the Acquired Assets are located; (viii) all parties who have asserted or could assert liens against the Acquired Assets; and (ix) any other party that has filed a request for notices with this Court (collectively, the "***Notice Parties***").

H. ***Extensive Efforts by Debtors.*** The Sellers have worked with their counsel, their professional advisors, and other advisors, as well as, as applicable, the Consultation Parties, to implement a viable Sale that would allow them to maximize the value of the Acquired Assets. The Sale of the Acquired Assets that is the subject of this Order is the result of the Sellers'extensive efforts in seeking to maximize recoveries to the Debtors' estates, for the benefit of all of the Debtors' creditors.

I. ***Business Judgment.*** The Sellers have demonstrated good, sufficient, and sound business purposes and justifications for, and compelling circumstances to promptly consummate, the Sale contemplated by the Agreement and related Transaction Documents pursuant to sections 105, 363, and 365 of the Bankruptcy Code, prior to and outside of a plan of reorganization, and such action is an appropriate exercise of the Sellers' business judgment and in the best interests of the Sellers, their estates, and their creditors. Such business reasons include, but are not limited to, the fact that: (i) the Patent Purchase Agreement constitutes the highest or otherwise best offer for the Acquired Assets; (ii) there is substantial risk of depreciation of the value of the Acquired Assets if the Sale is not consummated promptly; (iii) the Sale presents the best opportunity to maximize the value of the Acquired Assets; and (iv) unless the Sale is concluded expeditiously as provided for in this Order and pursuant to the Agreement, potential creditor recoveries may be substantially diminished.

J. No other person or entity or group of persons or entities has offered to purchase the Acquired Assets for an amount that would give equal or greater economic value to the Debtors and their estates in the aggregate than the value being provided pursuant to the Agreement. Among other things, the Sale is the best alternative available to the Debtors to maximize the return to their estates. The terms and conditions of the Agreement and related Transaction Documents, including

the consideration to be realized by the Debtors, are fair and reasonable. Given all of the circumstances of the Chapter 11 Cases and the adequacy and fair value of the consideration provided under the Agreement, approval of the Motion, the Agreement, the related Transaction Documents, and the transactions contemplated thereby and hereby is in the best interest of the Debtors, their estates and creditors, and all other parties in interest.

K. ***Compliance with the Bidding Procedures Order / Highest or Otherwise Best Offer.*** On September 30, 2024, this Court entered the Bidding Procedures Order approving, among other things, Bidding Procedures for the sale of substantially all or portions of the Debtors' Assets and the procedures for the assumption and assignment or transfer of any executory contract and unexpired leases of non-residential real property. The Bidding Procedures provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase any of the Debtors' Assets on an Asset-by-Asset, Segment or whole company basis. The Debtors and the Purchaser Parties have complied with the Bidding Procedures Order and the Bidding Procedures in all respects.

L. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing, (i) the Sellers have adequately marketed the Acquired Assets and conducted the Sale process in compliance with the Bidding Procedures Order in good faith and in a fair and open manner; (ii) the Sale process and the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any interested party to conduct due diligence and make an offer to purchase the Acquired Assets, and submit higher or otherwise better offers for the Acquired Assets than the Purchaser's Successful Bid; (iii) the consideration provided by the Purchaser constitutes the highest or otherwise best offer for the Acquired Assets and no other person or entity or group of entities has offered to purchase the Acquired Assets for an amount that would provide greater value to the Sellers and their estates than the value provided by

the Purchaser; (iv) the consideration is fair and reasonable consideration for the Acquired Assets and constitutes reasonably equivalent value under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia; (v) the Agreement and related Transaction Documents were not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Sellers or other Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law; (vi) the Sale will provide a greater recovery to the Sellers' creditors and estates with respect to the Acquired Assets than would be provided by any other available alternative; (vi) taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Acquired Assets for greater economic value to the Sellers or their estates than the Purchaser; and (vii) the Sellers' determination that the Agreement constitutes the highest or otherwise best offer for the Acquired Assets, maximizes value for the Debtors' estates, and constitutes a valid and sound exercise of the Sellers' business judgment. There is no legal or equitable reason to delay Closing of the Sale contemplated by the Agreement and related Transaction Documents.

M. ***Assets of the Estate.*** The Acquired Assets are (i) property of the Sellers' estates and title thereto is vested in the Sellers' estates and (ii) "DIP Collateral" as defined in the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, (IV) Granting Adequate Protection, and (V) Granting Related Relief* [Dkt. No. 230] (the "***Final DIP Order***").

N. ***Sale in Best Interests.*** The actions to be taken by the Sellers and the Purchaser are appropriate under the circumstances of these Chapter 11 Cases and are in the best interests of the

Sellers, their estates, their creditors, and other parties in interest. Approval of the Agreement, the Transaction Documents, and the Sale set forth therein, and all related transactions at this time is in the best interests of the Sellers, their creditors, their estates, and all other parties in interest.

O. ***Arm's-Length Sale.*** The Agreement, the other Transaction Documents, the Sale, and any transactions contemplated therein and associated therewith were negotiated, proposed, and entered into by the Sellers and the Purchaser Parties without collusion, in good faith, and from arm's-length bargaining positions. Neither the Sellers, their insiders and affiliates, the Secured Parties, and their affiliates, nor any Purchaser Party have engaged in any conduct that would cause or permit the Agreement, the Transaction Documents, the Sale, or any part of the Sale to be avoided or for any costs, attorneys' fees, expenses, or punitive damages to be imposed or awarded against the Purchaser Parties, under section 363(n) of the Bankruptcy Code.

P. ***Good Faith Purchaser.*** The Purchaser Parties have proceeded in good faith in all respects, and the Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, the Purchaser Parties are entitled to all of the protections afforded thereby, including in the event this Order or any portion thereof is reversed or modified on appeal. In particular, (i) the Purchaser Parties recognized that the Sellers were free to deal with any other party interested in purchasing the Acquired Assets; (ii) the Purchaser Parties in no way induced or caused the chapter 11 filings by the Sellers or other Debtors; (iii) the Purchaser Parties have not violated section 363(n) of the Bankruptcy Code by any action or inaction; (iv) prior to the Closing Date, no common identity of directors, managers, officers, or controlling stockholders exist between the Purchaser Parties, on the one hand, and any of the Sellers or other Debtors, on the other hand; (v) the Purchaser Parties complied with the Bidding Procedures, and all provisions of the Bidding Procedures Order were complied with or waived by the Debtors in accordance with the terms of

the Bidding Procedures Order; (vi) the Purchaser agreed to subject its bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; (vii) all consideration to be provided by the Purchaser in connection with the Sale has been disclosed; (viii) the Purchaser Parties have not engaged in any collusion or unfair competitive practices; and (ix) the negotiation and execution of the Agreement and related Transaction Documents were at arm's length and in good faith, and at all times each of the applicable Purchaser Parties and the Debtors were represented by competent counsel of their choosing. The Purchaser Parties will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Agreement and related Transaction Documents.

Q. ***Corporate Authority.*** The Sellers (i) have full corporate power and authority to execute the Agreement and all other Transaction Documents, and the Sale of the Acquired Assets has been duly and validly authorized by all necessary corporate action of the Sellers, (ii) have all of the corporate power and authority necessary to consummate the transactions contemplated by the Sale Agreement and related Transaction Documents, (iii) have taken all corporate action necessary to authorize and approve the Agreement and related Transaction Documents and the consummation by the Sellers of the transactions contemplated thereby, (iv) have duly executed and delivered the Agreement, and (v) need no government, regulatory or other consents or approvals, other than those expressly provided for in the Agreement, subject to the waiver of such consents or approvals to the extent provided in the Agreement and as may be permitted under applicable law.

R. ***Purchaser is Not an Insider.*** Neither the Purchaser nor any of its present members, partners, directors, officers, managers, shareholders, its successors or assigns, or any of the foregoing's respective affiliates, agents, advisors, representatives, attorneys or personnel (collectively, and each in its capacity as such, the "***Purchaser Parties***") 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.

S. ***No Pre-Closing Liability.*** Prior to the Closing Date, none of the Purchaser Parties were "insiders" or "affiliates" of the Debtors, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors, or stockholders existed between the Purchaser Parties and the Debtors. The transfer of the Acquired Assets to the Purchaser, and the consummation of the Sale (including any individual elements of the Sale), except as otherwise set forth in the Agreement or this Order, do not, and will not, subject the Purchaser Parties to any liability whatsoever, with respect to the operation of the Debtors' businesses prior to the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, in any theory of law or equity including any laws affecting antitrust, successor, transferee, or vicarious liability. Pursuant to the Agreement and related Transaction Documents, the Purchaser is not purchasing all of the Debtors' assets in that the Purchaser is only purchasing the Acquired Assets (which shall be subject only to the Permitted Encumbrances to the extent set forth in this Order), and the Purchaser Parties are not holding themselves out to the public as a continuation of the Debtors. The Purchaser Parties, as a result of any action taken in connection with the Sale (including by consummating the Sale), are not successors to or a mere continuation of any of the Debtors or their respective estates and there is no continuity or common identity between the Purchaser Parties and the Debtors. The Sale does not amount to a consolidation, merger or de facto merger of any Purchaser Party and the Debtors and/or the Debtors' estates. There is not substantial continuity between any Purchaser Party and the Debtors, and there is no continuity of enterprise between the Debtors and any Purchaser Party. None of the Purchaser Parties constitutes a successor

to the Debtors or the Debtors' estates. None of the Purchaser Parties shall assume or in any way be responsible for any obligations or liability of any Debtor or any Debtor's estate, except as expressly provided in the Agreement.

T. ***Binding and Valid Transfer.*** The transfer of the Acquired Assets to the Purchaser will be a legal, valid, and effective sale and transfer of the Acquired Assets and will vest the Purchaser with all right, title, and interest of the Sellers to the Acquired Assets free and clear of all Encumbrances,[4] and any liabilities of the Sellers, except for the Permitted Encumbrances as

[4] As used herein, "***Encumbrance***" and "***Encumbrances***" include all of the following, in each case, to the extent against or with respect to the Debtors, or in, on, or against, or with respect to any of the Acquired Assets: liens (including as defined in section 101(37) of the Bankruptcy Code, and whether consensual, statutory, possessory, judicial, or otherwise), claims (as defined in section 101(5) of the Bankruptcy Code) ("***Claims***"), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, obligations, liabilities, demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, mechanics liens, materialmen's liens or interests of any kind or nature whatsoever, whether 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, whether arising prior to, on, or subsequent to, the commencement of these Chapter 11 Cases, and in each case, whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to: (i) mortgages, security deeds, deeds of trust, pledges, charges, security interests, levies, hypothecations, encumbrances, easements, servitudes, leases, subleases, licenses, rights-of-way, encroachments, restrictive covenants, restrictions on transferability, voting, sale, transfer or other similar restrictions, rights of setoff (except for setoffs validly exercised before the Petition Date, or preserved in a timely filed proof of claim or motion filed with the Court), rights of use or possession, conditional sale arrangements, deferred purchase price obligations, profit sharing interest, or any similar rights; (ii) all Claims, including, without limitation, all rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff (except for setoffs validly exercised before the Petition Date, or preserved in a timely filed proof of claim or motion filed with the Court), indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other Person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims, including labor, employment, and pension claims; (iv) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Successful Bidder's interest in the Acquired Assets, or any similar rights; (v) any rights under labor or employment agreements; (vi) any rights under pension, multiemployer plan (as such term is defined in section 3(37) or section 4001(a)(3) of the Employment Retirement Income Security Act of 1974 (as amended, "***ERISA***")), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (vii) any other employee claims related to worker's compensation, occupation disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and the Age Discrimination in Employment Act, each as amended, (g) the Americans with

expressly set forth in the Agreement, and related Transaction Documents, or in this Order. All liens, including any liens granted by any order approving debtor-in-possession financing (including any liens granted pursuant to the Final DIP Order), and any liens granted in favor of any Secured Party (whether as adequate protection or otherwise), as applicable shall be released solely as against the Acquired Assets upon receipt by the Sellers of the Purchase Price (as defined in the Agreement), which amount once paid shall be indefeasible and not subject to disgorgement for any reason. For avoidance of doubt, all liens, including without limitation, any liens of the Secured Parties, shall attach, with the same priority and validity, to the proceeds (both cash and non-cash) attributable to the Acquired Assets pursuant to the Sale (if any). Notwithstanding anything contained herein, in the Agreement, the related Transaction Documents, or any further order of the Court to the contrary, the Agreement and related Transaction Documents and consummation of the Sale shall be, to the extent provided in the Agreement or the other Transaction Documents, specifically enforceable against and binding upon the Debtors and any estate representative, including any chapter 7 trustee or chapter 11 trustee appointed in any of the Debtors' cases, any plan administrator, litigation trustee or liquidation trustee appointed in the

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Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§ 2101, et seq.) or any state or other laws of similar effect; (viii) any bulk sales or similar law; (ix) any tax statutes or ordinances or other laws of similar effect, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Acquired Assets before the closing of a Sale; (x) any unexpired and executory contract or unexpired lease to which the Debtors are a party that is not an Assigned Contract; (xi) any other excluded liabilities under the Sale Agreement; and (xii) Encumbrances arising under or in connection with any acts, or failures to act, of the Debtors or any of their predecessors, affiliates, or subsidiaries, including, but not limited to, Encumbrances arising under any doctrines of successor liability (to the greatest extent permitted by applicable law), or transferee or vicarious liability, violation of the Securities Act, the Exchange Act, or other applicable securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable law or otherwise.

Chapter 11 Cases or any successor cases, creditors, and all other parties in interest, and shall not be subject to rejection or avoidance by the foregoing parties or any other person or entity.

U. ***Satisfaction of Standards of Section 363(f).*** The Sellers may sell the Acquired Assets free and clear of all Encumbrances of any kind or nature whatsoever (other than those Permitted Encumbrances to the extent provided for in this Order), 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. Those holders of Encumbrances who did not object, whose interest is reflected in a credit bid, or who withdrew their objections, to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Holders of Encumbrances on the Acquired Assets are adequately protected by having their Encumbrances attach to the proceeds (both cash and non-cash) of the Sale of the Acquired Assets attributable to such Encumbrances, subject to the terms of such Encumbrances, with the same validity, force, and effect, and in the same order of priority, that such Encumbrances had against the Acquired Assets immediately prior to Closing, subject to any claims and defenses that the Debtors may possess with respect thereto.

V. ***Consideration for Transfer of Acquired Assets Free and Clear***. The Purchaser would not have entered into the Agreement absent the rejection of the Existing Licenses and if the transfer of the Acquired Assets were not free and clear of all Encumbrances (except, with respect to the Permitted Encumbrances, as expressly set forth in the Agreement, the related Transaction Documents or this Order), or if in the future the Purchaser or any of the Purchaser Parties would or could be liable for any such Encumbrances. The total consideration to be provided under the Agreement reflects the Purchaser's reliance on this Order to provide, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, that, upon the Closing, the Purchaser has title to, interest in and possession of the respective Acquired Assets free and clear of all Encumbrances (except as

expressly set forth in the Agreement, the related Transaction Documents or this Order with respect to the Permitted Encumbrances) subject, in each case, to the terms set forth in the Agreement, the related Transaction Documents and this Order.

W. ***No Sub Rosa Plan***. The Sale, the Agreement, the other Transaction Documents and the other transactions contemplated thereby neither impermissibly restructure the rights of the Sellers' creditors nor impermissibly dictate a chapter 11 plan for the Sellers, and therefore do not constitute a *sub rosa* chapter 11 plan. Nothing in this Order is approving any disclosure statement, plan, or a finding of fact or conclusion of law in connection therewith. Further, none of the distributions, payments, escrows or reserves contemplated by this Order is inconsistent with the Bankruptcy Code's priority scheme.

X. ***Assets Assignable***. To the maximum extent possible under the Bankruptcy Code, each and every provision of the documents governing the Acquired 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 Acquired Assets, if any, has been or will be satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code.

Y. ***DIP Lender Consent***. The DIP Lender and the Prepetition Secured Parties (as defined in the Final DIP Order) have consented to the Sale of DIP Collateral and Prepetition Collateral on the terms set forth herein and in the Sale Agreement, as required by paragraph 14 of the Final DIP Order.

Z. ***Necessity of Order.*** The Purchaser would not have entered into the Agreement and would not consummate the Sale contemplated therein without all of the relief provided for in this Order (including, but not limited to, that the Existing Licenses be rejected and that the sale and transfer of the Acquired Assets to Purchaser be free and clear of all Encumbrances). The Sellers

have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the transactions contemplated by the Agreement and related Transaction Documents, including, without limitation, the Sale prior to, and outside of, a chapter 11 plan because, among other things, the Debtors' estates will suffer irreparable harm if the relief requested is not granted. The consummation of the Sale pursuant to this Order, the Agreement and the other Transaction Documents is necessary for the Sellers to maximize the value of their estates for the benefit of all creditors. There is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with regards to the transactions contemplated by this Order.

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

1. ***Findings of Fact and Conclusions of Law.*** The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact shall be determined to be a conclusion of law, it shall be deemed so, and *vice versa*.

2. ***Motion Granted.*** The Motion is granted with respect to the Sale contemplated by the Agreement and related Transaction Documents, and the relief requested therein with respect to the Sale is granted and approved in its entirety, as set forth herein.

3. ***Objections Are Overruled.*** All objections, reservations of rights regarding, or other responses to the Motion with respect to the Sale for the Acquired Assets being approved pursuant to this Order, or the relief requested therein, the Agreement, the other Transaction Documents, all other ancillary agreements, the Sale, the entry of this Order or to the relief granted herein that have not been withdrawn, waived, settled, or not otherwise resolved pursuant to the terms hereof, if any,

hereby are denied and overruled on the merits with prejudice. All persons and entities that failed to timely object to the Motion or that withdrew their objections thereto are deemed to have consented to the relief granted herein for all purposes, including, without limitation, section 363(f)(2) of the Bankruptcy Code. Those holders that have an interest in the Acquired Assets and who did object could be compelled in a legal or equitable proceeding to accept money satisfaction of such interests pursuant to section 363(f)(5) of the Bankruptcy Code or fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and, therefore, are adequately protected by having their interests in the Acquired Assets, if any, attach solely to the proceeds of the Sale ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force and effect that such holders had prior the Sale, subject to any claims, setoffs, deductions, offsets and defenses of the Debtors to such interests.

4. ***Approval of the Agreement and Related Transaction Documents.*** Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Sellers are authorized to perform their obligations under, and comply with the terms of, the Agreement and related Transaction Documents and consummate the Sale and the related transactions pursuant to, and in accordance with, the terms and conditions of the Agreement, the Transaction Documents, and this Order. The Sellers are authorized to execute and deliver, and empowered to perform under, consummate, and implement, the Agreement, the other Transaction Documents and the Sale contemplated therein, together with all additional instruments and documents that the Sellers or the Purchaser deem necessary or appropriate to implement the Agreement and effectuate the Sale contemplated therein, and to take all further actions as may reasonably be required by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser the Acquired Assets free and clear of any and all Encumbrances as may be necessary or appropriate

to their performance of their obligations under the Agreement and related Transaction Documents. Neither the Purchaser nor the Debtors shall have any obligation to proceed with consummating the Sale until all conditions precedent to their obligations to do so under the Agreement have been satisfied or waived. 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 Agreement or related Transaction Documents. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the provisions of this Order.

5. ***Notice***. Notice of the Motion, the Bidding Procedures Hearing, the Bidding Procedures, the Bidding Procedures Order, the Auction, the Sale Hearing, the Sale, all transactions contemplated therein or in connection therewith, including the Sale, all deadlines related thereto, and the relief granted in this Order was fair, sufficient, proper, and equitable under the circumstances and complied in all respects with sections 102(1) and 363 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Bidding Procedures Order, the Bidding Procedures, and the procedural due process requirements of the United States Constitution.

6. ***Binding Effect of Order.*** This Order shall be binding in all respects upon (i) all known and unknown creditors of, and holders of equity security interests in, the Debtors, including any holders of Encumbrances; (ii) the Purchaser Parties; (iii) the Debtors; (iv) the Acquired Assets; (v) the Committee; (vi) any trustee(s) appointed in the Debtors' Chapter 11 Cases or upon a conversion to cases under chapter 7 of the Bankruptcy Code; and (vii) all successors and assigns of each of the foregoing, and this Order shall not be subject to avoidance, amendment or modification and the Agreement and related Transaction Documents shall not be subject to rejection.

7. ***Injunction.*** Except as expressly provided in the Agreement or by this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, quasi-governmental, tax and regulatory authorities, lenders, vendors, suppliers, employees, trade creditors, litigation claimants, and other persons, holding Claims or Interests of any kind or nature whatsoever against or in the Debtors or the Debtors' interests in the Acquired Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated, or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these 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 Acquired Assets or the transfer of the Debtors' interests in the Acquired Assets to the Purchaser, shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing Claims, directly or indirectly, against (i) the Purchaser Parties, (ii) the Acquired Assets, or (iii) the interests of the Debtors or the Purchaser Parties in such Acquired Assets (other than with respect to the Permitted Encumbrances). Following the Closing, all persons (including, but not limited to, the Sellers and the other Debtors, creditors, investors, current and former employees and shareholders, administrative agencies, governmental units, secretaries of state, federal, state, and local officials, including those maintaining any authority relating to any environmental, health and safety laws, lenders, vendors, suppliers, employees, trade creditors, litigation claimants, and other persons, and the successors and assigns of each of the foregoing) holding Encumbrances in the Acquired Assets or against the Sellers and the other Debtors in respect of the Acquired Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing any Encumbrances of any kind or nature whatsoever (including, without limitation,

taking any of the following actions: (A) commencing or continuing in any manner any action or other proceeding; (B) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (C) creating, perfecting, or enforcing any interest; (D) asserting an interest as a setoff, right of subrogation or recoupment of any kind against any obligation due; (E) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order or the agreements or actions contemplated or taken in respect thereof; or (f) interfering with, preventing, restricting, prohibiting or otherwise enjoining the consummation of the Sale), in each case, against the Purchaser Parties or any of their respective property, or the Acquired Assets, as alleged successors or on any other grounds pursuant to the transactions contemplated herein, subject to the Permitted Encumbrances. No person shall assert, and the Purchaser Parties and the Acquired Assets shall not be subject to, any defaults, breaches, counterclaims, offsets, defenses (whether contractual or otherwise, including, without limitation, any right of recoupment), liabilities, claims, Encumbrances and interests, or basis of any kind or nature whatsoever to delay, defer, or impair any right of the Purchaser Parties under, or with respect to, any Acquired 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 Sellers or the other Debtors other than with respect to an Permitted Encumbrance under the Agreement and related Transaction Documents.

8. ***General Assignment.*** Upon the Closing, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Sellers' interests in the Acquired Assets and a bill of sale transferring good and marketable title in the Acquired Assets to the Purchaser free and clear of all Encumbrances. 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 contemplated under the Agreement and related Transaction Documents. The Debtors and the Purchaser are further authorized to execute any additional documents that they deem necessary and advisable to evidence the Sale of the Acquired Assets. Any party which did not object to the Sale within the time set forth in the notice thereof is deemed to consent to the Sale and all related transactions and the satisfaction of the requirements of section 365 of the Bankruptcy Code.

9. ***Excluded Causes of Action.*** For the avoidance of doubt, nothing in Section 4.1(a) of the Agreement shall be deemed to provide that the causes of action to be acquired by Purchaser shall include any causes of action: (i) related to or against the Debtors' current and former directors and officers or other insiders, including any breach of fiduciary duty or similar claims; (ii) related to the historic transactions discussed more broadly in the *Declaration of Todd Hinders in Support of Chapter 11 Petitions and First Day Motions of Edgio, Inc. et al.* [Docket No. 3]; (iii) arising under sections 544 through 553 of the Bankruptcy Code that is not related to the Acquired Assets; and (iv) constituting a Challenge (as defined in the Final DIP Order).

10. ***Rejection of Existing Licenses; Transfer Free and Clear.*** Upon the Closing, pursuant to sections 105(a), 363(b), 363(f), 365(a), 365(b) and 365(f) of the Bankruptcy Code: (1) each of the Existing Licenses shall be rejected and the Purchaser shall have no obligations with respect to any the Existing Licenses or any liabilities with respect thereto or be subject to any Encumbrance in respect thereof (subject only to any Pre-Existing Encumbrances that may continue in accordance with an applicable licensees' valid exercise of its rights under Section 365(n) of the Bankruptcy Code with respect to its rejected Existing License); and (2) the Acquired Assets, shall be transferred to the Purchaser in accordance with the Agreement and related Transaction

Documents, and such transfer shall be, (except as expressly set forth in the Agreement, the Related Transaction Documents, or this Order with respect to the Permitted Encumbrances), free and clear of all Encumbrances of any person, including, without limitation, all such Encumbrances specifically enumerated in this Order, whether arising by agreement, by statute, or otherwise and whether occurring or arising before, on, or after the Petition Date, whether known or unknown, occurring or arising prior to such transfer, with all such Encumbrances attaching to the proceeds (both cash and non-cash) of the Sale of the Acquired Assets attributable to such Encumbrances subject to the terms of such Encumbrance with the same validity, force, and effect and in the same priority, that such Encumbrances had against the Acquired Assets immediately prior to Closing, subject to any claims and defenses that Sellers or the Debtors may possess with respect thereto.

11. ***Valid Transfer.*** The transfer of the Acquired Assets to the Purchaser pursuant to the Agreement and related Transaction Documents constitutes a legal, valid, and effective transfer of the Acquired Assets and shall vest the Purchaser with all right, title, and interest of the Sellers in and to the Acquired Assets free and clear of all Encumbrances of any kind or nature whatsoever.

12. ***Application of Proceeds.*** On the Closing Date, the Debtors shall, and are hereby authorized and directed to apply all proceeds from the Sale in accordance with the Final DIP Order; or in a manner otherwise acceptable to the Secured Parties or as otherwise directed by the Court.

13. ***Exculpation and Release.*** No Purchaser Party 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 Agreement and related Transaction Documents and the entry into and consummation of the Sale, except as expressly provided in the Agreement and this 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 Parties arising out of the negotiation, investigation, preparation, execution, or delivery of the Agreement and related Transaction Documents and the entry into and consummation of the Sale, except as expressly provided in the Agreement and this Order.

14. ***Direction to Release Interests.*** Upon the Closing, each of the Debtors' creditors and any other holder of an Encumbrance is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Encumbrance in the Acquired Assets (other than with respect to a Permitted Encumbrance), if any, as such Encumbrance may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing an Encumbrance in all or any portion of the Acquired Assets being sold pursuant to the Sale and the Agreement shall not have delivered to the Debtors prior to the Closing, (or such other time as reasonable under the circumstances and agreed in writing among the Purchaser and Sellers), in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Encumbrances, which such person or entity has with respect to all or any portion of the Acquired Assets being sold pursuant to the Sale and the Agreement, then (i) the Sellers are authorized to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to all or any portion of the Acquired Assets being sold pursuant to the Sale and the Agreement, and (ii) the Purchaser is authorized to file, register, or otherwise record a certified copy of this Order, which shall constitute conclusive evidence of the release of all Encumbrances of any kind or nature whatsoever in the Acquired Assets being sold pursuant to the Sale and the Agreement. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all

documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement and related Transaction Documents, including, without limitation, recordation of this Order. This Order shall be binding upon and shall govern the acts of all persons including without limitation, all filing agents, filing officers, title agents, title companies,recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons 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 maybe required to report or insure any title or state of title in or to any of such assets or other property interests.

15. ***Standing***. The Agreement and related Transaction Documents shall be in full force and effect, regardless of a Seller's lack of good standing in any jurisdiction in which such Seller is formed or authorized to transact business.

16. ***Post-Closing Actions and Transactions.*** The Sellers, each of their respective officers, employees, and agents, and the Purchaser Parties will be authorized and empowered to take all actions and execute and deliver any and all notices, documents and instruments that either the Sellers or the Purchaser Parties deem necessary or appropriate to implement and effectuate the terms of the Agreement and related Transaction Documents, the Sale contemplated therein and this Order. The Sellers shall inform the Purchasers of any communications with the licensees under the Existing Licenses.

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

Order; *provided*, *however*, that the Sellers and the Purchaser Parties are authorized to execute or file any such document that they deem advisable.

18. ***No Successor Liability.*** Except to the extent expressly set forth herein with respect to the Permitted Encumbrances, none of the Purchaser Parties shall have any liability for any Encumbrance that arose or occurred prior to the Closing, or otherwise may be asserted against the Sellers or other Debtors or is related to the Acquired Assets prior to the Closing. None of the Purchaser Parties is nor shall any Purchaser Party be deemed a "successor" to the Sellers or other Debtors or their estates; none of the Purchaser Parties have, *de facto* or otherwise, merged with or into the Sellers or other Debtors; none of the Purchaser Parties have any common law or successor liability in relation to any matter, including without limitation, employment plans; none of the Purchaser Parties is liable for any liability or Encumbrance against the Sellers or other Debtors or any of the Sellers' or other Debtors' predecessors or affiliates (other than the Permitted Encumbrances to the extent expressly set forth herein); and none of the Purchaser Parties is an alter ego or mere continuation or substantial continuation of the Sellers or other Debtors or the enterprise of the Sellers or other Debtors under any theory of law or equity as a result of any action taken in connection with the Agreement, the other Transaction Documents, the Sale, or any transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Acquired Assets. Without limiting the foregoing, the Purchaser Parties shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any claims, including, without limitation, under any theory of successor or transferee liability, *de facto* merger or continuity, environmental, tax, labor and employment, products, or antitrust liability, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated.

19. Effective upon the Closing Date, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding, against the Purchaser Parties (other than with respect to a Permitted Encumbrance), including, without limitation, the Acquired Assets, with respect to any claim against the Debtors, including, without limitation, the following actions: (a) commencing or continuing any action or other proceeding pending or threatened against the Debtors as against any Purchaser Party, or any Purchaser Party's respective assets, including, without limitation, the Acquired Assets, (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors as against any Purchaser Party, or any Purchaser Party's respective assets, including, without limitation, the Acquired Assets, (c) creating, perfecting, or enforcing any lien, claim, interest, or encumbrance against the Debtors as against the Purchaser Party, or any Purchaser Party's respective assets, including, without limitation, the Acquired Assets, (d) asserting any setoff, right of subrogation, or recoupment of any kind for any obligation of any of the Debtors as against any obligation due any Purchaser Party, or any Purchaser Party's respective assets, including, without limitation, the Acquired Assets, (e) commencing or continuing any action, in any manner or place, that does not comply, or is inconsistent with, the provisions of this Order, or the agreements or actions contemplated or taken in respect thereof, or (f) revoking, terminating, or failing or refusing to renew any license, permit, or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

20. Except as may be expressly provided for in the Agreement or this Order, the Purchaser Parties shall not have any obligation or responsibility for any liability of any of the Sellers or their estates arising under or related to the Acquired Assets or otherwise. Without

limiting the generality of the foregoing, and except as may be expressly provided for in the Agreement or this Order, the Purchaser Parties shall not be liable for any liens, Claims, Encumbrances, or other interests of any kind or nature against any of the Sellers or their estates or any of their predecessors or affiliates, and the Purchaser Parties shall have no successor, transferee, or vicarious liabilities of any kind or character, including, without limitation, liabilities based on any theory of antitrust, environmental, tax, successor, or transferee liability, labor law, *de facto* merger, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, asserted or unasserted, liquidated or unliquidated, with respect to any of the Sellers or their estates or any obligations of any of the Sellers or their estates arising prior to the Closing Date.

21. Except to the extent expressly set forth in the Agreement, without limiting the generality of the foregoing, none of the Purchaser Parties shall 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, Encumbrances, or other interests relating to any U.S. federal, state, or local income tax liabilities, including, without limitation, any such tax liabilities that are attributable to the recapture of an excess loss account under Treasury Regulation Section 1.1502-19 (or any similar provision of state or local tax law), that the Debtors or any of them are or may be obligated for or incur in connection with consummation of the transactions contemplated by the Agreement and related Transaction Documents.

22. This Order (a) shall be effective as a determination that, on or prior to the Closing Date, each of the Existing Licenses is rejected, and, except as otherwise expressly provided in the Agreement, this Order, or related Transaction Documents, all liens, Claims, Encumbrances, and other interests of any kind or nature whatsoever existing as to the Sellers and their estates with

respect to the Acquired Assets have been unconditionally released and terminated and the Acquired Assets shall have been transferred to the Purchaser free and clear of all liens, Claims, interests, and Encumbrances, and that the transfers and conveyances described in this Order have been effected, and (b) shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

23. Each and every federal, state, and local governmental agency or department is authorized to accept any and all documents and instruments necessary or appropriate to consummate the transactions contemplated by the Agreement and related Transaction Documents, including, without limitation, the Sale and the assumption and assignment of the Assumed Contracts.

24. ***Securities Litigation.*** Until the entry of a final order of judgment or settlement in the litigation captioned as *Peter Frouws et al. v. Edgio Inc. et al.*, Case No. 2:23-cv-00691-DJH, pending in the United States District Court for the District of Arizona (the "***Securities Litigation***"), the Debtors shall preserve and maintain the Debtors' books, records, documents, files, electronic data (in whatever format, including native format), or any tangible object potentially relevant to the Securities Litigation, wherever stored (collectively, the "***Potentially Relevant Books and Records***"), and shall not destroy, abandon, transfer, or otherwise render unavailable such Potentially Relevant Books and Records without providing counsel to the plaintiffs in the

Securities Litigation not less than thirty days' advance written notice of such proposed destruction with an opportunity to object and be heard by a court of competent jurisdiction. In the event that the plaintiffs in the Securities Litigation timely object to any such destruction, abandonment, or transfer, the Potentially Relevant Books and Records shall be preserved pending a final order of the Court, or if the Court does not have jurisdiction, a court of competent jurisdiction. For the avoidance of doubt, the Acquired Assets (as defined in the Sale Agreement) do not include the Potentially Relevant Books and Records, and such Potentially Relevant Books and Records shall not be transferred to the Purchaser in connection with the Sale.

25. ***Good Faith Purchaser.*** The transactions contemplated by the Agreement and related Transaction Documents are being undertaken by the Purchaser Parties without collusion and in good faith, as that 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 Order to consummate the transactions shall not affect the validity of the transactions nor the transfer of the Acquired Assets owned by the Sellers to the Purchaser free and clear of all Encumbrances pursuant to the Agreement and related Transaction Documents, unless the authorization or the Sale is stayed pending appeal. The Purchaser is a purchaser in good faith of the Acquired Assets and the Purchaser Parties are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code. In particular, (i) the Purchaser Parties recognized that the Sellers were free to deal with any other party interested in purchasing the Acquired Assets; (ii) the Purchaser Parties in no way induced or caused the chapter 11 filings by the Sellers or the other Debtors; (iii) the Purchaser Parties have not violated section 363(n) of the Bankruptcy Code by any action or inaction; (iv) prior to the Closing Date, no common identity of directors, managers, officers or controlling stockholders exist between the Purchaser Parties, on the one hand, and any of the Sellers or the

other Debtors, on the other hand; (v) the Purchaser Parties complied with the Bidding Procedures and all provisions of the Bidding Procedures Order were satisfied or waived in accordance with its terms; (vi) the Purchaser agreed to subject its bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; (vii) all consideration to be provided, and all other material agreements or arrangements entered into or to be entered into by the Purchaser in connection with the Sale have been disclosed; (viii) the Purchaser Parties have not engaged in any collusion or unfair competitive practices; and (ix) the negotiation and execution of the Agreement and related Transaction Documents were at arm's-length and in good faith, and at all times each of the applicable Purchaser Parties and the Debtors were represented by competent counsel of their choosing. The Sellers and the Purchaser Parties will be acting in good faith if they proceed to consummate the Sale at any time after entry of this Order.

26. ***No Bulk Law Application.*** No bulk sales law or similar law shall apply in any way to the transactions contemplated by the Sale, the Agreement and related Transaction Documents, the Motion, and this Order.

27. ***Inconsistencies with Prior Orders, Pleadings or Agreements***. To the extent this Order is inconsistent with any prior order or filing with respect to the Motion in these Chapter 11 Cases, the terms of this 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 to the extent this Order is inconsistent with the Final DIP Order, the terms of the Final DIP Order shall govern. To the extent there is any inconsistency between the terms of this Order and the terms of the Agreement or the related Transaction Documents (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

28. ***Failure to Specify Provisions.*** The failure to specifically include any particular provision of the Agreement or related Transaction Documents in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Agreement and related Transaction Documents be authorized and approved in their entirety pursuant to this Order.

29. ***Non-Material Modifications.*** The Agreement, the other Transaction Documents and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, upon notice to the Committee, without further order of this Court, *provided* that any such modification, amendment, or supplement does not have, in the Debtors' business judgment and based on consultation with the Committee any material adverse effect on the Sellers' estates.

30. Notwithstanding anything to the contrary set forth in this Order, the Agreement, the other Transaction Documents, or any ancillary agreement or related agreement, document or other instrument, any amendments, modifications, supplements to or waivers of any obligations or rights of the parties thereto that could adversely impact or affect the rights of the DIP Lender or the Secured Parties shall require the prior written consent of the DIP Lender or the Secured Parties, as applicable. The Debtors shall also provide the Committee's professionals advance written notice of any such amendment, modification, supplement, or waiver. Notwithstanding anything to the contrary set forth in this Order, the Agreement, the other Transaction Documents, or any ancillary agreement or related agreement, document or other instrument, any amendments, modifications, supplements to or waivers of any obligations or rights of the parties thereto that could materially and adversely impact or affect the rights of the DIP Lender or the Secured Parties or any other third party shall require the prior written consent of the DIP Lender or the Secured Parties or such

third party, as applicable. The Debtors shall also provide the Committee's professionals advance written notice of any such amendment, modification, supplement or waiver.

31. ***No Stay of Order.*** Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Order shall not be stayed for fourteen (14) days after its entry and shall be effective immediately upon entry, and the Sellers and the Purchaser are authorized to close the Sale immediately upon entry of this Order. Time is of the essence in closing the Sale referenced herein, and the Sellers and the Purchaser intend to close the Sale as soon as practicable. This Order is a final order and the period in which an appeal must be filed shall commence upon the entry of this Order. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being foreclosed as moot.

32. ***No Modification by Subsequent Orders or Plan Provisions***. Nothing contained in any chapter 11 plan confirmed in these Chapter 11 Cases, any order confirming any such plan, or in any other order entered in these Chapter 11 Cases (including any order entered after any conversion of any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Order shall modify, alter, conflict with, or derogate from, the provisions of the Agreement, the other Transaction Documents, or this Order.

33. Concurrently upon the Closing, Sellers will be selling to Akamai Technologies, Inc. ("***Akamai***") the assets identified in the asset purchase agreement between Akamai and the Sellers party thereto, attached as Exhibit A to the Supplemental Notice of Successful Bidder and Backup Bidder with Respect to the Auction of the Apps & Security Business Assets and the Network Assets [Dkt. No. 382]. Notwithstanding any other provision of this Order (including, without limitation, paragraph 27), the Agreement, or the Other Transaction Documents, at the Closing, Purchaser shall acquire the Acquired Assets subject to, and not free and clear of, the Sellers' rights

and obligations as set forth in the (i) Patent License Agreement between Edgio, Inc. and Mojo Merger Sub, LLC (collectively, the "***Licensors***"), and Akamai (the "***2024 Patent License Agreement***") relating to the Covered Patents (as defined in the 2024 Patent License Agreement) and which shall be in the form delivered to Purchaser's counsel on November 19, 2024, or (ii) the rights granted by the Licensors to Akamai under the 2024 Patent License Agreement. At the Closing, Purchaser shall assume the 2024 Patent License Agreement and the rights and obligations of the Licensors thereunder. For the avoidance of doubt, the 2024 Patent License Agreement shall be a Permitted Encumbrance under the Agreement, this Order and the other Transaction Documents.

34. Akamai's limited objection (Dkt. No. 293, the "***Akamai Objection***") is resolved as set forth in this paragraph. Any capitalized term not otherwise defined in this paragraph shall have the same meaning as that ascribed to it in the Akamai Objection. To the extent this paragraph conflicts with any other portions of this Order or any asset purchase agreement, this paragraph controls. Nothing in this Order shall be deemed to approve (a) the assumption or assignment of any contracts or licenses between the Debtors and Akamai (other than the 2024 Patent License Agreement) or the transfer, sale, or disposition of any Akamai Covered Patents, or (b) the sale of any of the Limelight Covered Patents "free and clear" of any of Akamai's rights under the License Agreement (as defined in the Akamai Objection) which rights Akamai has elected to retain in accordance with, and to the extent provided, in Section 365(n)(1)(B) of the Bankruptcy Code in light of the rejection of the Settlement and Patent License Agreement dated April 9, 2018 between Akamai and Limelight Networks, Inc. (the "***2018 License Agreement***") pursuant to this Order and the Agreement. Such retained rights shall be a Permitted Encumbrance under the terms governing

the sale of the Limelight Covered Patents pursuant to the Agreement. Nothing in this Order shall be deemed to approve any modification of the 2018 License Agreement with Akamai.

35. ***Retention of Jurisdiction.*** This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Agreement and related Transaction Documents, all amendments thereto, and any waivers and consents thereunder, including, but not limited to, retaining jurisdiction to (i) compel delivery of the Acquired Assets to the Purchaser; (ii) interpret, implement, and enforce the provisions of this Order, the Agreement and the other Transaction Documents; (iii) protect the Purchaser Parties against any Encumbrances against the Sellers or other Debtors or the Acquired Assets of any kind or nature whatsoever; and (iv) enter any order under sections 363 and 365 of the Bankruptcy Code.

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

37. ***Non-Severability.*** The provisions of this Order are non-severable and mutually dependent.

Dated: December 2nd, 2024
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE