

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

In re:

CONSCIOUS CONTENT MEDIA, INC., *et al.*,¹

Debtor.

Chapter 11

Case No. 25-12231 (BLS)

(Joint Administration Requested)

Related Docket No.: 9, 31, & 51

**FINAL ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF INTERIM AND
FINAL ORDERS AUTHORIZING, BUT NOT DIRECTING, PAYMENT OF
PREPETITION CLAIMS OF CRITICAL VENDORS**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (the "Debtors") for entry of a final order (this "Order") pursuant to sections 105(a) and 363(b), 1107(a) and 1108 of the Bankruptcy Code; Bankruptcy Rules 6003 and 6004(h), and Local Rule 9013-1(m), (a) authorizing, but not directing, the Debtors to pay or honor prepetition Critical Vendor Claims on a final basis up to \$1,500,000.00, all in accordance with the Customary Trade Terms, and (b) authorizing financial institutions to honor all related checks and electronic payment requests, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 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 February 29, 2012; and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found and determined that the relief requested in the Motion is in

¹ The address of the Debtors is 121 Varick Street, 3rd Floor, New York, NY 10013. The last four digits of the Debtors' federal tax indemnification numbers are: (i) Conscious Content Media, Inc. (5587); (ii) KidPass, Inc. (8021); (iii) CodeSpark, Inc. (7664); (iv) Little Passports, Inc. (2880); and (v) CCM Merger Sub II, Inc.

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

the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis to the extent provided herein.
2. The relief provided in the Interim Order, including the Critical Vendor Agreement attached thereto as Exhibit 1, and incorporated therein by reference, is approved on a final basis.
3. The Debtors are authorized, but not required, to pay or honor prepetition Critical Vendor Claims; provided however, that the Debtors shall only be authorized to pay Critical Vendor Claims up to a maximum aggregate cap of \$1,500,000.00 (the “Vendor Fund”).
4. The Debtors shall make a reasonable effort to condition payment to any Critical Vendor upon an agreement by the party in question to provide Customary Trade Terms, including reasonable and customary price, service, quality and payment terms to the Debtors on a postpetition basis. In the event that the Debtors and the Critical Vendor in question are not, despite diligent efforts, able to come to a resolution pursuant to the Customary Trade Terms, the Debtors are authorized, but not directed, in the exercise of their business judgment and after good-faith negotiations, to make full or partial payment from the Vendor Fund to a Critical Vendor only to the extent that the Debtors deem such payment is necessary to ensure that the particular vendor will provide necessary goods and services to the Debtors on a postpetition basis.
5. The Debtors are hereby authorized to obtain written verification substantially in the form attached as Exhibit 1 to the Interim Order before issuing payment to a Critical Vendor that

such Critical Vendor will continue to provide goods and services to the Debtors on Customary Trade Terms for the remaining term of the Critical Vendor's agreement with the Debtors.

6. The Debtors are hereby authorized to issue postpetition checks and to make postpetition fund transfer requests to replace any prepetition checks and prepetition transfers to Critical Vendors that may be dishonored by any bank.

7. Nothing herein shall prejudice the Debtors' rights to request additional authority to pay Critical Vendor Claims pursuant to this Order.

8. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in this Order or any payment made pursuant to this Order shall constitute, nor is it intended to constitute, an admission as to the validity or priority of any claim against the Debtors, a waiver of the Debtors' rights to subsequently dispute such claim or the assumption or adoption of any agreement, contract, or lease under section 365 of the Bankruptcy Code.

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

10. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as being approved by this Order.

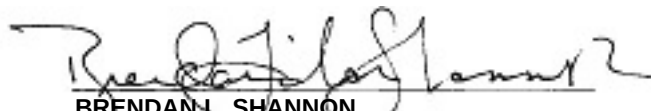
11. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing*

the Debtors to Obtain Postpetition Financing, (II) Granting Security Interests and Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay, (IV) Authorizing Use of Cash Collateral, (V) Granting Adequate Protection, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief (collectively, such interim and final orders, the “DIP Order”), including compliance with the Approved DIP Budget (as defined in the DIP Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order and Approved Budget (as defined in the DIP Order) shall control.

12. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof and notice of the Motion as provided therein shall be deemed good and sufficient pursuant to the requirements of Bankruptcy Rule 6004(a) and the Local Rules.

13. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Dated: January 8th, 2026
Wilmington, Delaware


BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE