UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
Caption in Compliance with D.N.J. LBR 9004-1

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Order Filed on February 14, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In re:	Chapter 11
NOSTRUM LABORATORIES, INC.,	Case No. 24-19611 (JKS)
Debtor.	Honorable John K. Sherwood, U.S.B.J.

ORDER GRANTING IN PART AND DENYING IN PART MOTION OF OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR AN ORDER AUTHORIZING THE COMMITTEE TO MARKET THE DEBTORS' ASSETS FOR SALE IN A JOINT CAPACITY WITH THE DEBTOR AND APPROVING BIDDING PROCEDURES

The relief set forth on the following pages, numbered two (2) and three (3) is hereby **ORDERED**.

DATED: February 14, 2025

Honorable John K. Sherwood
United States Bankruptcy Court

Upon the Motion[1] of The Official Committee of Unsecured Creditors (the "Committee") appointed in the chapter 11 case (the "Chapter 11 Case") of the above-captioned debtor (the "Debtor") hereby filed a motion seeking entry of an order, substantially in the form of Exhibit 1 attached hereto, authorizing the (i) Committee to oversee the marketing of the Debtor's assets for sale with the investment banker appointed in this case, Raymond James & Associates, Inc. ("Raymond James") and (ii) approving the Committee's proposed bidding procedures; and this Court having jurisdiction to consider the Motion and the relief requested herein 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409, and due and proper notice of the Motion having been provided; and this Court having reviewed the Motion; and this Court having determined that the legal and factual bases set forth in the Motion and the record of these chapter 11 cases establish just cause for the certain relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND, CONCLUDED AND DETERMINED THAT:

1. The Motion is denied in part and granted in part, to the extent set forth in this Order.

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[1] Capitalized terms not defined in this Order are used as defined in the Motion or Bidding Procedures, as applicable.

2. All objections to the Motion and the relief granted therein, to the extent not resolved as set forth herein or on the record at the hearing on the Motion, are hereby overruled.

3. The Committee has articulated good and sufficient reason for authorizing the relief set forth herein.

4. The Committee, Debtor's counsel, and Raymond James shall have at least two (2) calls on a weekly basis moving forward and shall additionally confer as necessary in accordance with items that need to be addressed within these Bidding Procedures in order to timely meet milestones in the sales process.

5. Subject to the consultation and other rights of Citizens Bank, N.A. ("Citizens") as provided for herein and in the Cash Collateral Order (hereinafter defined), the Debtor, the Debtor's management team and their employees and advisors, including Raymond James, are authorized and directed to promptly comply with any reasonable requests by the Committee for nonprivileged information in accordance with the Bidding Procedures which shall be provided to the Committee as soon as feasibly possible. The Committee shall share the responses to such requests with Citizens promptly after receipt.

6. The bidding procedures annexed hereto (the "Bidding Procedures") are fair, reasonable, and appropriate under the circumstances and designed to maximize recovery on, and realizable value of, the Assets, as determined by Debtor in the exercise of its business judgment, in consultation with Citizens and the Committee (collectively, the "Consultation Parties"), and the Bidding Procedures are hereby approved and, together with the Cash

Collateral Order entered on December 11, 2024 (Dkt. 186, the "Cash Collateral Order"), shall govern the Debtor's sales process on a going forward basis.

7. In accordance with the Bidding Procedures, in the event there is a dispute between the Debtor and the Committee regarding an action in the sales process, either party shall file a letter with the Court on the docket of this Case requesting a telephonic status conference with the Court (that may be attended by any party in interest of this case) by which the Court, upon receipt of such request, shall issue a time and date for the telephonic status conference whereby the Court will provide direction on how the dispute shall be resolved (the "Dispute Process").

8. For the avoidance of doubt, although the Committee is being provided access to information and increased visibility in the Debtor's sales process, the sale contemplated by the Bidding Procedures is subject to Citizens' reasonable approval as more fully set forth in the Cash Collateral Order. As such, Citizens shall have consultation rights on each material decision made in connection with the sale process, and Citizens will have an opportunity to weigh in on any dispute between the Debtor and the Committee during the Dispute Process, and may avail itself of the Dispute Process in the event there is a dispute between Citizens and the Debtor and/or the Committee regarding the sales process.

9. The Bidding Procedures may be amended as reasonably determined to be necessary without Court approval but subject to Citizens being consulted on any proposed changes to the Bidding Procedures; provided, however, that absent court approval or Citizens' consent, the Bidding Procedures may not be amended in a manner inconsistent with the Cash Collateral

Order. In the event a dispute arises between or among the Committee, the Debtor and/or Citizens on a modification to the Bidding Procedures, the Dispute Process shall apply.

10. The Debtor is authorized to conduct the sale of the Debtor's assets without the necessity of complying with any state or local bulk transfer laws or requirements.

11. The failure to include or reference a particular provision of the Bidding Procedures specifically in this Order shall not diminish or impair the effectiveness or enforceability of such a provision.

12. Nothing in this Order or the Bidding Procedures shall require the Committee or governing body of the Debtor to take any action or refrain from taking any action with respect to the Bidding Procedures if the Committee or the Debtor reasonably determines in good faith, after consultation with their counsel, that taking such action, or refraining from taking such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

13. The Committee is authorized to take all reasonable actions necessary to effectuate the relief granted in this Order in accordance with the Motion and the Bidding Procedures.

14. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order, including, but not limited to, any matter, claim or dispute arising from or relating to the Bidding Procedures.

15. Notwithstanding anything in this order to the contrary, all of the Debtor's rights under the Bankruptcy Code, including but not limited to 11 U.S.C. §§ 363 and 1107, are fully reserved, vest exclusively in the Debtor, and the Debtor may seek relief from the Court if

the Debtor determines the effects of this Order and/or the Bidding Procedures are impeding such rights.

BIDDING PROCEDURES

On September 30, 2024 (the "Petition Date"), the Debtor filed for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") initiating this bankruptcy proceeding [Docket No. 1].

The Bidding Procedures set forth the process by which the Debtor, and in consultation with the Consultation Parties, is authorized to solicit the highest or otherwise better bid for the Debtor's assets culminating in an auction (the "Auction") if competing Qualified Bids (as defined below) are received. The Sale is contemplated to be implemented pursuant to the terms and conditions of either (a) the Stalking Horse Bid (defined below), as applicable, or (b) such other applicable asset purchase agreement upon receipt of a Successful Bid (as defined below) that the Debtor, in consultation with the Consultation Parties, determines in its business judgment is the best or highest bid in accordance with these Bidding Procedures.

Summary of Key Dates Established by Bid Procedures

Date[2]	Event
February 21, 2025	Deadline to File and Serve Notice of Sale and Cure Notice
March 11, 2025	Designation of Stalking Horse Bidder(s) and Execution of Stalking Horse Agreement(s)[3]

[2] All times are prevailing Eastern time. The Debtor, after consultation with the Consultation Parties, may extend the deadlines set forth herein.

[3] Subject to consultation with the Consultation Parties (as defined below).

Date[2]	Event
Per Court Scheduling Order	Deadline to File and Serve Stalking Horse Objections
March 14, 2025 at 5:00 p.m.	Deadline to file Motion to Approve Sale
March 14, 2025 at 5:00 p.m.	Deadline to File and Serve Cure/Assumption Objection
March 24, 2025 at 5:00 p.m.	Deadline to Submit Qualified Bids
March 26, 2025 at 5:00 p.m.	Deadline to Designate Qualified Bids
March 28, 2025 at 5:00 p.m.	Deadline to Select Highest and Best Bid and File Auction Notice
March 28, 2025 at 5:00 p.m.	Deadline to File and Serve Sale Objection, other than Adequate Assurance
April 1, 2025 at 10:00 a.m.	Sale Auction(s)
April 3, 2025 at 10:00 a.m.	Deadline to File Notice of Successful Bidder(s) and Back-Up Bidder(s)
April 7, 2025 at 12:00 p.m.	Adequate Assurance Objection Deadline
April 8, 2025 at 10:00 a.m.	Sale Hearing
April 18, 2025	Deadline to Close Transaction(s)

1. Submissions to the Debtor

All submissions to the Debtor required to be made under these Bidding Procedures shall be directed to each of the following persons via email unless otherwise provided (the "Notice Parties"):

A. Debtor's President/CEO: Dr. Nirmal Mulye, nirmal@nostrumpharma.com
B. Debtor's Counsel: Timothy P. Neumann, Esq., timothy.neumann25@gmail.com
C. Debtor's Investment Banker: Raymond James & Associates, Inc., 320 Park Avenue, New York, NY 10022, Attn: Simon Wein, simon.wein@raymondjames.com; Geoffrey Richards, geoffrey.richards@raymondjames.com
D. Counsel to Citizens Bank, N.A.: Julie M. Murphy, Stradley Ronon Stevens & Young, LLP, 457 Haddonfield Rd., Suite 100, Cherry Hill, NJ 08002 (Attn: Julie M. Murphy, jmmurphy@stradley.com)
E. Counsel to the Committee: Porzio, Bromberg & Newman P.C, 100 Southgate Parkway, Morristown, NJ 07960 (Attn. Robert M. Schechter, Esq., RMSchechter@pbnlaw.com)

2. Participation Requirement.

Any person or entity that wishes to participate in the bidding process for the Assets (each, a "Potential Bidder") must first become a "Qualifying Bidder" in the reasonable discretion of the Debtor, in consultation with Consultation Parties. In order to become a Qualifying Bidder, a Potential Bidder must submit to the Notice Parties the following (collectively, the "Qualification Documents"):

(a) documentation identifying the interested party, its principals, and the representatives thereof who are authorized to appear and act on their behalf for all purposes regarding the contemplated transaction; and

(b) an executed nondisclosure or confidentiality agreement ("NDA") in form and substance reasonably satisfactory to the Debtor.

For the avoidance of doubt those parties that have already been given access to the data room by Raymond James Associates, Inc. "Raymond James" will be deemed to have the above requirements waived for purposes of accessing the data room established for this process but will need to supply the documentation and provide an NDA in order to become a Qualifying Bidder.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtor and the Committee regarding the ability of such Potential Bidder to consummate its contemplated transaction.

The Debtor shall provide regular updates to the Consultation Parties on Potential Bidders and shall specifically identify any Potential Bidder who did not qualify to be a Qualifying Bidder and the Debtor's basis for such determination.

3. Bankruptcy Court Jurisdiction

Any Potential Bidders and Qualifying Bidders shall: (a) be deemed to have waived any right to a jury trial in connection with, and consented and submitted to the exclusive jurisdiction of the Court over, any actions or proceedings arising from or relating the Bidding Procedures, the Sale, the Auction and the construction and enforcement of the contemplated transaction

documents of such parties, (b) bring any such action or proceeding in the Court, and (c) be deemed to have consented to the Court entering a final judgment determining any such action or proceeding and that such final judgment in any such action or proceeding, including all appeals, shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law.

4. Due Diligence

Raymond James shall provide any Qualifying Bidder with reasonable access to the Data Room and any other additional information that the Debtor believe to be reasonable and appropriate under the circumstances. All additional due diligence requests shall be directed to Raymond James: Attn: Simon Wein, simon.wein@raymondjames.com; Geoffrey Richards, geoffrey.richards@raymondjames.com.

Upon receipt of any additional due diligence requests, the Debtor and Raymond James shall make an informed decision on such additional due diligence requests. The due diligence period shall extend through and including the Bid Deadline. The Debtor, reserves the right, in its reasonable discretion, and in consultation with the Consultation Parties, to withhold or limit access to any due diligence information.

Notwithstanding anything to the contrary in these Bidding Procedures, no Potential Bidder or Qualifying Bidder shall communicate with any other Potential Bidder or Qualifying Bidder absent prior written consent from Raymond James.

5. Bid Requirements

(i) In the event that it believes it will be beneficial, the Debtor, in consultation with the Consultation Parties, may select a bid that may or may not include certain incentives or protections if such bid is received on or prior to March 11, 2025 (the "Stalking Horse Bid").

(ii) To be deemed a "Qualified Bid," a bid must be received from a Qualifying Bidder on or before the Bid Deadline and satisfy each of the following requirements (each, a "Bid Requirement"):

(a) be in writing;

(b) fully disclose the identity and equity ownership of the Qualifying Bidder and provide the contact information of the specific person(s) who may be contacted in the event of any questions or discussing the bid submitted by the Qualifying Bidder;

(c) set forth the purchase price to be paid by such Qualifying Bidder;

(d) specify the form of payment (cash is strongly preferred);

(e) state the liabilities proposed to be paid or assumed by such Qualifying Bidder;

(f) specify the Assets that are included in the bid and state that such Qualifying Bidder offers to (i) purchase the Assets, or a number or combination of the Assets, and (ii) assume liabilities;

(g) be accompanied by an asset purchase agreement (a "Modified Agreement") marked to reflect any variations from the asset purchase agreement filed in this case and provided to each Qualifying Bidder (the "Asset Purchase Agreement");

(h) state that such Qualifying Bidder's offer is formal, binding and unconditional and is irrevocable until two (2) business days after the closing of the Sale;

(i) state that such Qualifying Bidder is financially capable of consummating the transactions contemplated by the Modified Agreement and provide sufficient information, as determined by the Debtor, in consultation with the Consultation Parties, demonstrating that the interested party (x) has, or can obtain, the financial wherewithal and any required internal corporate, legal or other authorizations to close a sale transaction, including, but not limited to, current audited financial statements of the interested party (or such other form of financial disclosure acceptable to the Debtor in its discretion, in consultation with the Consultation Parties), and (y) can provide adequate assurance of future performance under any executory contracts and unexpired leases to be assumed by the Debtors and assigned to such bidder, pursuant to section 365 of the Bankruptcy Code, in connection with the Sale;

(j) identify with particularity each and every executory contract and unexpired lease the assumption and assignment of which is a condition to close the transactions contemplated by the Modified Agreement;

(k) a commitment to close the transactions contemplated by the Modified Agreement by no later than April 18, 2025;

(l) not request or entitle such Qualifying Bidder to any break-up fee, termination fee, expense reimbursement or similar type of fee or payment (unless the bidder is a Stalking Horse Bidder);

(m) not contain any contingencies of any kind, including, without limitation, contingencies related to financing, internal approval or due diligence;

(n) contain written evidence satisfactory to the Debtor, in consultation with the Consultation Parties, that the Qualifying Bidder has a commitment for financing or other evidence of the ability to close the transactions contemplated by the Modified Agreement, with appropriate contact information for such financing sources;

(o) contain a written acknowledgement and representation that the Qualifying Bidder (i) has had an opportunity to conduct any and all due diligence regarding the Assets, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and other information in making its Qualified Bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets, or the completeness of any documents or other information provided in connection with the Bidding Procedures and the Sale;

(p) sets forth any regulatory and third-party approval required for the Qualifying Bidder to close the transactions contemplated by the Modified Agreement, and the time period within which the Qualifying Bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than five (5) days following execution and delivery of such Qualifying Bidder's Modified Agreement, those actions the bidder will take to ensure receipt of such approval(s) as promptly as possible); provided that a Qualifying Bidder agrees that its legal counsel will coordinate in good faith with the Debtor's and the Consultation Parties' legal counsel to discuss and explain Qualifying Bidder's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Modified Agreement; provided, further that the offer contains a covenant to cooperate with the Debtor and the Consultation Parties to provide pertinent factual information regarding the Qualifying Bidder's operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements;

(q) provides for the Qualifying Bidder to serve as a backup bidder (the "Back-Up Bidder") if the Qualifying Bidder's bid is the next highest and best bid (the "Back-Up Bid") after the Successful Bid, in accordance with the terms of the Modified Agreement;

(r) includes written evidence of authorization and approval from the Qualifying Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of the Modified Agreement;

(s) include a representation that the Qualifying Bidder (i) has acted in good faith and (ii) has not and will not engage in any collusion with respect to the bidding;

(t) provides a good faith cash deposit (the "Deposit") in an amount equal to ten percent (10%) of the purchase price provided for in the Modified Agreement (or such additional amount as may be determined by the Debtor, in its reasonable discretion, and in consultation with the Consultation Parties); and

(u) provides that the Deposit shall be forfeited to the estates in the event of the Qualifying Bidder's breach of, or failure to perform under, the Modified Agreement, without prejudice to any and all other rights and remedies of the Debtor and the Committee.

A bid from a Qualifying Bidder satisfying all of the above requirements, as determined by the Debtor, in consultation with the Consultation Parties, shall constitute a Qualified Bid. The Debtor reserves the right to work with any Qualifying Bidder in advance of the Auction to cure any deficiencies in a bid that is not initially deemed a Qualified Bid.

Notwithstanding anything herein to the contrary, the value any Prospective Bidder or Qualifying Bidder assigns to any particular Asset and the allocation of purchase price pursuant to Sections 5(c) or (d) shall be for information purposes only and such allocation of value shall not be binding on the Debtor or otherwise govern the ultimate allocation of purchase price.

For avoidance of doubt, and subject to section 14 below, Citizens shall be entitled to credit bid any portion of its secured obligations pursuant to Section 363(k) of the Bankruptcy Code with respect to any Assets on which it holds liens. Any such credit bid shall be deemed a Qualified Bid and may be submitted at any time prior to or at the Auction.

Each Qualifying Bidder submitting a bid shall be deemed to: (a) acknowledge and represent that it is bound by all of the terms and conditions of the Bidding Procedures; and (b) have waived the right to pursue a substantial contribution claim under section 503 of the Bankruptcy Code related in any way to the submission of its bid, the Bidding Procedures, and the Sale.

(iii) **Stalking Horse Bidder**

The Debtor may, pursuant to these Bidding Procedures, after consultation with the Consultation Parties, (i) designate one or more Qualifying Bidders that submit a Qualified Bid for all or any portion of the Assets a stalking horse bidder (the "Stalking Horse Bidder"), whose Qualified Bid shall serve as the stalking horse bid ("Stalking Horse Bid"), and (ii) execute, subject to higher or otherwise better offers, one or more purchase agreements memorializing the proposed transaction set forth in the Stalking Horse Bid (a "Stalking Horse Agreement"), which may include: (x) a break-up fee of no more than 3.0% of the total cash consideration payable under such Stalking Horse Agreement (the "Break-Up Fee") plus (y) an expense reimbursement for the Stalking Horse Bidder's actual out-of-pocket costs not to exceed 5.0% of the total cash consideration offered in such Stalking Horse Bid when combined with the Break-Up fee (the "Expense Reimbursement" and, together with the Break-Up Fee, the "Bid Protections") (*i.e.*, the combined Break-Up Fee and Expense Reimbursement together shall not exceed 5% of the total cash consideration); *provided, however*, that if at such time Citizens has provided a Credit Bid (as defined below) to be a Stalking Horse Bidder, Citizens shall not be eligible for a Break-Up Fee or an Expense Reimbursement. For the avoidance of doubt, to the extent the Debtor designates more than one Stalking Horse Bidder pursuant to these Bid Procedures, no two Stalking Horse Bidders will be designated with respect to any of the same Assets; provided, however, if there if two

Potential Bidders submit offers that have overlap, the Debtor and its advisors shall work to fairly allocate the Break-Up Fee accordingly.

To the extent the Debtor, consistent with these Bid Procedures, determines to offer Bid Protections to any Stalking Horse Bidder, the Debtor shall disclose such Bid Protections in a corresponding notice designating such Stalking Horse Bidder (the "Stalking Horse Notice") to be filed with the Court not later than March 14, 2025 (the "Stalking Horse Deadline")and promptly seek Court approval on expedited notice. A Stalking Horse Notice, if filed, shall also include (a) a copy of the Stalking Horse Agreement; (b) an appropriate declaration in support of the proposed Bid Protections (the "Bid Protections Declaration"); and (c) a proposed form of order approving the Bid Protections (the "Stalking Horse Order"). Any objection to (i) the Bid Protections set forth in the Stalking Horse Notice, or (ii) the form of Stalking Horse Order (a "Stalking Horse Objection"), shall be filed in accordance with the order scheduling the hearing on the Stalking Horse Notice.

6. Bid Deadline

A Qualifying Bidder, other than the Stalking Horse Bidder, if any, that desires to make a bid shall deliver a written and electronic copy of its bid in both PDF and MS-WORD format to the Debtor and Committee as to be received on or before March 24, 2025 at 5:00 p.m. (ET) (the "**Bid Deadline**"); provided that the Debtor may extend the Bid Deadline with the consent of Citizens without further order of the Court. Any party that does not submit a bid by the Bid Deadline will not be allowed to (a) submit any offer after the Bid Deadline, or (b) participate in the Auction.

7. Evaluation of Qualified Bids

The Debtor will deliver, within one (1) business day after receipt thereof, copies of all bids from Qualifying Bidders to the Consultation Parties and the U.S. Trustee.[4]

The Debtor, in consultation with the Consultation Parties, shall make a determination regarding whether a timely submitted bid from a Qualifying Bidder is a Qualified Bid.

No later than March 26, 2025, the Debtor shall: (i) notify all Qualifying Bidders whether their bids have been determined to be a Qualified Bid; and (ii) in consultation with Citizens and the Committee, no later than March 28, 2025 determine which of the Qualified Bids, at such time, is the highest or best bid for purposes of constituting the opening bid of the Auction (the "Baseline Bid") and the Qualifying Bidder submitting the Baseline Bid (the "Baseline Bidder"). The Debtor shall promptly notify the Stalking Horse Bidder, if any, and all Qualifying Bidders with Qualified Bids of the Baseline Bid.

8. No Qualified Bids

[4] Citizens should get copies as delivered

If no timely Qualified Bids other than the Stalking Horse Bid, if any, are submitted on or before the Bid Deadline, the Auction shall be canceled and Court approval of the Stalking Horse Bid, if any, and the transactions contemplated thereunder, shall be requested at the Sale Hearing.

9. Auction

If the Debtor receives two or more timely Qualified Bids (including the Stalking Horse Bid, if any), then the Debtor shall conduct the Auction. For the avoidance of doubt, if there are timely Qualified Bids submitted other than the Stalking Horse Bid, if any, the Stalking Horse Bidder, if any, will participate in the Auction. Following the Auction, the Debtor will determine, in consultation with the Consultation Parties, which Qualified Bid is the highest or best bid for the Assets, which will be determined by considering, among other things, the following non-binding factors: (a) the number, type and nature of any changes to the Asset Purchase Agreement requested by each bidder; (b) the extent to which such modifications are likely to delay closing of the Sale and the costs to the estates of such modifications or delay; (c) the total consideration to be received by the estates; (d) the transaction structure and execution risk, including conditions to, timing of and certainty of closing, termination provisions, availability of financing and financial wherewithal to meet all commitments, and required governmental or other approval; (e) the net benefit to the Debtor's estates; and (f) any other factors the Debtor, in consultation with the Consultation Parties may reasonably deem relevant.

Subject to Citizens' consent, the Debtor, in consultation with the Consultation Parties, is authorized to move the date of the Auction, as well as any and all other pertinent dates in the sales process without authorization of the Court.

The Auction shall be governed by the following procedures:

(a) the Auction shall be held on April 1, 2025 at 10:00 AM at the offices of Raymond James & Associates., Inc., 320 Park Avenue, New York, NY 10022.

(b) only the Qualifying Bidders with Qualified Bids (the "Auction Bidders"), shall be entitled to make any subsequent bids at the Auction;

(c) each Auction Bidder must attend the Auction, either on its own behalf or through a duly authorized representative with power to bind such Auction Bidder at the Auction;

(d) only the Committee, the Auction Bidders, the Debtor, the U.S. Trustee, Citizens, and all other creditors of the Debtors, together with the professional advisors to each of the foregoing parties, may attend the Auction; provided that any such creditors (other than Citizens) must provide counsel for the Debtor three (3) days' prior written notice of their intent to attend the Auction, including the name, title, contact information, and affiliation of any individual attending on behalf of such creditor; provided that any such creditors (other than Citizens) may only attend the Auction to observe the proceedings and shall not be entitled to participate, communicate with any bidder, disseminate information regarding the Auction to

third parties during the Auction, or object; For the avoidance of doubt, a representative from the Office of the United States Trustee shall be permitted to attend the Auction;

(e) the Debtor, in consultation with the Consultation Parties, shall direct and preside over the Auction, which shall be transcribed;

(0 the Auction Bidders shall confirm on the record that they have not engaged in any collusion with respect to their bid, the Bidding Procedures, the Auction or the Sale;

(g) bidding shall commence at the amount of the Baseline Bid, and subsequently continue in minimum increments of at least $150,000 (each, an "Overbid"), provided that: (i) each Overbid must be a Qualified Bid; and (ii) the Debtor, in consultation with the Consultation Parties, shall retain the right to modify the bid increment requirements at the Auction;

(h) any Overbid must remain open and binding on the Qualifying Bidder until and unless (i) the Debtor recognize a higher or otherwise better bid submitted by another Qualified Bidder during the Auction as an Overbid and (ii) such Overbid is not selected as the Back-Up Bid;

(i) the Auction may include separate discussions or negotiations with any of the Auction Bidders, but all bids shall be made on the record and in the presence of the Auction Bidders;

(j) all material terms of the bid that is deemed to be the highest or otherwise best bid for each round of bidding shall be fully disclosed to the Auction Bidders, and the Debtor, the Committee and its advisors shall use reasonable efforts to clarify any and all questions that the Auction Bidders may have regarding the Debtor's announcement of the then-current highest and best bid;

(k) the Debtor, in consultation with the Consultation Parties, may employ and announce at the Auction additional or modified procedural rules that are reasonable under the circumstances *(e.g.,* the amount of time allotted to make subsequent bids) for conducting the Auction, provided that such rules are (i) not materially inconsistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or any applicable order entered in connection with the Chapter 11 Cases, including, without limitation, the Bidding Procedures Order, and (ii) disclosed to the Auction Bidders;

(l) each Auction Bidder shall (i) be deemed to waived any right to a jury trial in connection with, and consented and submitted to the exclusive jurisdiction of the Court over, any actions or proceedings arising from or relating to the Bidding Procedures, the Sale, the Auction and the construction and enforcement of the contemplated transaction documents of the Auction Bidders, (ii) bring any such

action or proceeding in the Court, and (iii) be deemed to have consented to the Court entering a final judgment determining any such action or proceeding and that such final judgment in any such action or proceeding, including all appeals, shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law;

(m) the Auction Bidder shall have the right to make additional modifications to the Modified Agreement in conjunction with each Qualified Bid submitted in each round of bidding during the Auction, provided that (i) any such modifications on an aggregate basis and viewed in whole, shall not, in the Debtor's discretion, in consultation with the Consultation Parties, be less favorable to the Debtor's estate than the terms of the Asset Purchase Agreement or Stalking Horse Agreement, as applicable, and (ii) each Qualified Bid shall constitute an irrevocable offer and shall be binding on the Auction Bidder submitting such bid until such party shall have submitted a subsequent Qualified Bid at the Auction or the conclusion of the Sale Hearing, whichever occurs sooner, unless such bid is selected as the Successful Bid or the Back-Up Bid, which shall remain binding as provided for herein;

(n) the Debtor, in consultation with the Consultation Parties, shall have the right to request any additional financial information that will allow a reasonable determination to be made as to an Auction Bidder's financial or other capabilities to consummate the transactions contemplated by the Modified Agreement as may be amended during the Auction, and any further information reasonably necessary to clarify and evaluate any bid made by an Auction Bidder during the Auction;

(o) upon the conclusion of the Auction, the Debtor, in consultation with the Consultation Parties, shall determine subject to Court approval, the offer or offers for the Assets that is or are the highest or otherwise best among the Qualified Bids submitted at the Auction (the "Successful Bid(s)"). In making this decision, the Debtor may consider, among other things, the amount of the purchase price, the likelihood of the bidder's ability to close a transaction and the timing thereof, the number, type and nature of any changes to the Asset Purchase Agreement requested by each bidder, and the net benefit to the Debtor's estate. The bidder(s) submitting such Successful Bid(s) shall become the "Successful Bidder(s)", and shall have such rights and responsibilities of the purchaser as set forth in the applicable Modified Agreement(s). The Debtor, in consultation with the Consultation Parties, may designate one or more Back-Up Bid(s) (and the corresponding Back-Up Bidders(s)) to purchase the Assets in the event that the Successful Bidder(s) do not close the Sale(s); and

(n) prior to the Sale Hearing, the Successful Bidder(s) and any Back-Up Bidder(s) shall complete and execute all agreements, contracts, instruments and other

documents evidencing and containing the terms and conditions upon which the Successful Bid was made.

THE SUCCESSFUL BID(S) AND ANY BACK-UP BID(S) SHALL CONSTITUTE AN IRREVOCABLE OFFER AND BE BINDING ON THE SUCCESSFUL BIDDER(S) AND THE BACK-UP BIDDER(S), RESPECTIVELY, FROM THE TIME THE BID IS SUBMITTED UNTIL TWO (2) BUSINESS DAYS AFTER THE SALE HAS CLOSED. EACH QUALIFIED BID THAT IS NOT DESIGNATED A SUCCESSFUL BID OR BACK-UP BID SHALL BE DEEMED WITHDRAWN AND TERMINATED AT THE CONCLUSION OF THE SALE HEARING.

10. Contract Procedures

No later than February 21, 2025, the Debtor shall file and serve on all counterparties (the "Counterparties") to its executory contracts and unexpired leases (the "Contracts") a notice (the "Cure Notice") of (a) the potential assumption by the Debtor and assignment to the Successful Bidder(s) of the Contracts in accordance with these Bidding Procedures, and (b) the proposed amount necessary, under section 365(b)(1) of the Bankruptcy Code, to cure any outstanding monetary defaults (the "Proposed Cure Amount").

Each Counterparty shall have until the earlier to occur of (x) 5:00 p.m. (prevailing Eastern time) on March 14, 2025, and (y) the Sale Hearing (the "**Contract Objection Deadline**") to object to the assumption and assignment of its Contract on any grounds, including, without limitation, the amount of the Proposed Cure Amount, but excluding any objection as to adequate assurance of future performance under section 365(b)(1) of the Bankruptcy Code or on the basis of the identity of the Successful Bidder. Any such unresolved objections shall be heard at the Sale Hearing, unless otherwise agreed by the parties.

Each Counterparty may raise objections as to adequate assurance of future performance or on the basis of the identity of the Successful Bidder ("**Buyer Specific Objection**") at noon Eastern Time on April 7, 2025 (the "**Buyer Specific Objection Deadline**"). Any such objection must be filed and served on the Debtor, the Committee, Citizens, the applicable Successful Bidder and the U.S. Trustee, and their respective counsel, so as to be actually received by the Buyer Specific Objection Deadline. Any such unresolved objections shall be heard at the Sale Hearing, unless otherwise agreed by the parties.

Date[5]	Event
February 21, 2025	Deadline to File and Serve Cure Notice
March 14, 2025 at 5:00 p.m.	Contract Objection Deadline
April 7, 2025 at 12:00 p.m.	Buyer Specific Objection Deadline

11. Sale Hearing

[5] All times are prevailing Eastern time.

The Successful Bid(s), any Back-Up Bid(s) (or if no Qualified Bid other than the Stalking Horse Bid is received, then the Stalking Horse Bid as the Successful Bid) , and any incentive or bid protection offered to any bidder, will be subject to approval by the Court. The Sale Hearing to approve the Successful Bid(s) and any Back-Up Bid(s) shall take place on or before April 8, 2025, subject to Court availability. With Citizens' and the Committee's consent, the Sale Hearing may be adjourned by the Debtor from time to time without further notice to creditors, except Citizens, or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing, or by filing a hearing agenda or notice on the docket of the Chapter 11 Cases. For the avoidance of doubt, Court approval shall be required to adjourn the Sale Hearing without Citizens' consent.

12. Backup Bidder

Notwithstanding any of the foregoing, in the event that Successful Bidder fails to close the Sale prior to fourteen (14) days after the completion of the Auction (or such date as may be extended by the Debtor with Citizens' consent), the Back-Up Bid will be deemed to be the Successful Bid, the Back-Up Bidder will be deemed to be the Successful Bidder, and the Debtor shall be authorized and directed to close the Sale to the Back-Up Bidder subject to the terms of the Back-Up Bid without the need for further order of the Court and without the need for further notice to any interested parties other than a general notice field on the docket to reflect the Back-Up Bidder became the Successful Bidder.

13. Return of Deposits

All Deposits shall be returned to each bidder not selected by the Debtor, in consultation with the Consultation Parties no later than five (5) business days following the closing of the Sale. The deposit of the Successful Bidder or, if the Sale is closed with the Back-Up Bidder, the deposit of the Back-Up Bidder, shall be applied to the purchase price for the Sale. If the Successful Bidder (or, if the Sale is to be closed with the Back-Up Bidder, then the Back-Up Bidder) fails to consummate the Sale because of a breach or failure to perform on the part of such bidder, then, subject to the terms of the Modified Agreement the Debtor's estates shall be entitled to retain the Deposit of the Successful Bidder (or, if the Sale is to be closed with the Back-Up Bidder, then the Back-Up Bidder) as part of the damages resulting to the Debtor and its estate for such breach or failure to perform unless otherwise ordered by this Court. For the avoidance of doubt, the retention of a Deposit shall not constitute a waiver of the Debtor's estates' equitable rights relating to a Successful Bidder's or Back-Up Bidder's breach or failure to close and all such rights and remedies are preserved.

14. Consultation Parties

The term "**Consultation Parties**" as used in these Bidding Procedures shall mean, unless such party has submitted a bid for Assets, Citizens Bank and the Creditors Committee. For the avoidance of doubt, any consultation rights provided to the Consultation Parties by these Bidding Procedures shall not limit the Debtor's discretion in any way and shall not include the right to veto

any decision made by the Debtor in the exercise of its business judgment. In the event that any Consultation Party or an affiliate of any of the foregoing submits a bid, including a credit bid, in the sales process, any obligation of the Debtor to consult with the bidding party established under these Bidding Procedures will be waived, discharged and released without further action, until such party advises the Debtor that they are irrevocably withdrawing such bid in the sale process at which time such party's consultation rights will be reinstated; provided that the bidding party will have the same rights as any other Qualifying Bidder set forth above.