IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
VIRIDOS, INC.,[1]	Case No. 25-10697 (CTG)
Debtor.	**Re: D.I. 37, 95**

ORDER (I) AUTHORIZING THE SALE OF THE PURCHASED ASSETS FREE AND CLEAR, (II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion") of the above-captioned debtor and debtor-in-possession (the "Debtor") in its chapter 11 case (the "Chapter 11 Case"), pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq*. (the "Bankruptcy Code"), rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2002-1, 6004-1, and 9006-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), for entry of an order (the "Order"): (i) approving that certain asset purchase agreement, dated as of April 17, 2025, by and among Debtor Viridos, Inc., as Seller, and Breakthrough Energy Ventures II, L.P., as Purchaser (including all exhibits, annexes and schedules related thereto, and as the same may be amended from time to time in accordance with the terms thereof, the "Purchase Agreement"),[2] a copy of which attached hereto as **Exhibit A**, (ii) authorizing and approving the sale of the Purchased Assets (as such term is defined in the Purchase Agreement, the "Purchased Assets"), free and clear of claims, liens, encumbrances, and other interests, and the consummation of all other transactions contemplated

[1] The Debtor in this Chapter 11 Case and the last four digits of its U.S. taxpayer identification number is: Viridos, Inc. (3940). The Debtor's corporate headquarters is located at: 11149 N. Torrey Pines Road, La Jolla, CA 92037.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or the Purchase Agreement, as applicable.

by the Purchase Agreement (collectively, the "Sale"), (iii) authorizing and approving the assumption and assignment of the Designated Contracts as set forth in the Purchase Agreement, and (iv) granting related relief; the United States Bankruptcy Court for the District of Delaware (the "Court") having entered on May 8, 2025 that certain *Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of Debtor's Assets, (II) Scheduling an Auction and a Sale Hearing, (III) Approving the Form and Manner of Notice Thereof, (IV) Authorizing the Debtor to Enter into the Stalking Horse Agreement, (V) Approving Procedures for the Assumption and Assignment of Contracts and Leases, (and (VI) Granting Related Relief* [D.I. 95] (the "Bidding Procedures Order"); the Debtor having determined that the highest or otherwise best offer for the Purchased Assets was made by the Purchaser pursuant to the Purchase Agreement; the Court having conducted a hearing on June 5, 2025 (the "Sale Hearing"), at which all parties in interest were offered an opportunity to be heard with respect to the Motion, to consider approval of the Sale pursuant to the terms and conditions of the Purchase Agreement; and the Court having considered (i) the Motion, all objections thereto, and all pleadings in support thereof, (ii) the arguments made, and evidence proffered or adduced, related to the Motion, (iii) all oral and written statements in support of the Sale at the hearing to consider approval of the Bidding Procedures Order and at the Sale Hearing by parties in interest, including, but not limited to, (i) *Declaration of Daniel Leff, Venture Partner of Breakthrough Energy Ventures II, L.P., In Support of Sale of The Purchased Assets Pursuant to the Asset Purchase Agreement* [Docket No. 137]; (ii) *Declaration of Eric Moellering in Support of the Order (I) Authorizing the Sale of the Purchased Assets Free and Clear, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. 138]; and (iii) *Declaration of Brian Ayers in Support of the Order (I) Authorizing the Sale of the Purchased*

Assets Free and Clear, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief [Docket No. 139]; and (iv) the full record in the Chapter 11 Case, including the record related to the hearing to consider the approval of the Bidding Procedures Order (and the Bidding Procedures as defined in the Bidding Procedures Order) and the Sale Hearing; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Purchase Agreement and the Sale and the related relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties in interest; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED:[3]

Jurisdiction, Final Order and Statutory Predicates

A. The Court has jurisdiction to consider the Motion, and the relief requested therein under 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. The Motion is a core proceeding under 28 U.S.C. § 157(b). The Court may enter a final order with respect to the Motion, the Sale, the transactions contemplated thereby, and all related relief, in each case, consistent with Article III of the United States Constitution. Venue is proper in the Court under 28 U.S.C. §§ 1408 and 1409.

B. The statutory bases for the relief requested in the Motion are sections 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014, and Local

[3] All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

Rules 2002-1, 6004-1, and 9006-1. 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 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 that there is no just reason for delay in the implementation of this Order, and, thus, waives any stay and expressly directs that this Order be effective immediately upon entry.

Notice of Sale and the Cure Amounts

C. Actual written notice of the Motion, the assumption and assignment of the Designated Contracts, the Sale Hearing, the Sale of the Purchased Assets, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, has been afforded to all known interested Persons,[4] including, but not limited to the following parties: (i) the Office of the United States Trustee for the District of Delaware, (ii) counsel to the Purchaser, (iii) all Contract Counterparties (as defined below) and any other non-debtor parties to relevant contracts or leases (executory or otherwise), (iv) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim, or other interest in the Purchased Assets, (v) the Internal Revenue Service, (vi) all applicable state and local taxing authorities, (vii) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002; (viii) all parties set forth in the Debtor's Master Service List maintained in this Chapter 11 Case (collectively, the "Notice Parties").

D. In accordance with the provisions of the Bidding Procedures Order, the Debtor has served notice upon the counterparties to the Designated Contracts (the "Contract Counterparties"):

[4] "Person" means an individual, a person, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a proprietorship, a firm, a labor union, estate, or a governmental authority or other entity, party or group.

(i) that the Debtor seeks to assume and assign to the Purchaser the Designated Contracts upon the Closing (as defined in the Purchase Agreement) of the Sale; and (ii) of the relevant Cure Amounts (as defined herein). The service of such notice was good, proper, timely, adequate, sufficient, and appropriate under the circumstances, and no further notice need be given in respect of establishing a Cure Amount for the Designated Contracts. Each of the Contract Counterparties has had an opportunity to object to the Cure Amounts set forth in the notice and to the assumption and assignment to the Purchaser of the applicable Designated Contract.

E. As evidenced by the certificates of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, due, good, proper, timely, adequate, sufficient, and appropriate notice of the Motion, the Sale, the Sale Hearing, and the transactions contemplated thereby, including without limitation, the assumption and assignment of the Designated Contracts to the Purchaser, was provided in accordance with the Bidding Procedures Order previously entered by the Court, sections 102(1), 105(a), 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014. The notices described herein were good, proper, timely, adequate, sufficient, and appropriate under the circumstances, and reasonably calculated to provide the Notice Parties and all other interested parties with timely and proper notice under the circumstances of this Chapter 11 Case and no other or further notice of the Motion, the Sale, the Sale Hearing, the Closing, the assumption and assignment of the Designated Contracts to the Purchaser or with respect to the matters described herein is, or shall be, required. A reasonable opportunity to object and be heard with respect to the Sale, the Motion, and the relief requested therein, including but not limited to the assumption and assignment of the Designated Contracts and the Cure Amounts, has been afforded to all interested parties, including the Notice Parties.

F. The disclosures made by the Debtor and the Purchaser concerning the Sale, the Purchase Agreement, the Motion, the Sale Hearing, and the assumption and assignment of the Designated Contracts to the Purchaser were good, proper, timely, adequate, sufficient, and appropriate.

Good Faith of the Purchaser

G. The Debtor and the Purchaser have proffered or otherwise adduced evidence that (i) they proposed, negotiated, and entered into the Purchase Agreement without collusion, in good faith, and from arm's length bargaining positions immediately prior to the Closing, (ii) the Purchaser and the Purchaser Parties proceeded in good faith in connection with all aspects of the Sale, including, but not limited to: (a) recognizing that the Debtor was free to deal with any other party interested in acquiring the Purchased Assets pursuant to and in accordance with the Bidding Procedures Order, (b) neither inducing nor causing the filing of the Chapter 11 Case, and (c) disclosing all payments to be made, and all other material agreements or arrangements entered into, by the Purchaser in connection with the Sale; and (iii) no admissible evidence having been proffered or adduced that contradicts clauses (i) through (iii) of this paragraph. The Purchaser is therefore purchasing the Purchased Assets in good faith and is a good faith Purchaser within the meaning of section 363(m) of the Bankruptcy Code. As such, the Purchaser is entitled to all of the rights, benefits, privileges and protections afforded under section 363(m) of the Bankruptcy Code, and under any other applicable or similar bankruptcy and non-bankruptcy law.

H. Further, neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale to be avoided, or costs or damages to be imposed under section 363(n) of the Bankruptcy Code, and accordingly neither the Debtor nor the Purchaser has violated section 363(n) of the Bankruptcy by any action or

inaction. Specifically, the Purchaser has not acted in a collusive manner with any Person and the Purchase Price (as defined herein) paid by the Purchaser for the Purchased Assets was not controlled by any agreement among the bidders, all of whom acted in good-faith, at arm's length, and in a non-collusive manner. The transactions under the Purchase Agreement may not be avoided, and no damages may be assessed against the Purchaser or any Purchaser Party (defined below) under section 363(n) of the Bankruptcy Code or any other applicable bankruptcy or non-bankruptcy law.

Highest and Best Offer

I. The Bidding Procedures are reasonable and appropriate and represent the best available method for conducting the Sale process in a manner that maximizes value for the benefit of the Debtor's estate. As demonstrated by the *Declaration of Brian Ayers* [Docket No. 139], the Debtor conducted a marketing and sale process with respect to the Purchased Assets in accordance with, and has otherwise complied in all material respects with, the Bidding Procedures and the Bidding Procedures Order. The marketing and Sale process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any Person to make a higher or otherwise better offer to purchase the Purchased Assets. A reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Purchased Assets.

J. The Purchase Agreement constitutes the highest and best offer for the Purchased Assets and will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative in this Chapter 11 Case and would be better than if such case was converted to a case under Chapter 7 of the Bankruptcy Code. The Debtor's determination that the Purchase Agreement maximizes value for the benefit of the Debtor's estate and constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the

Debtor's business judgment and is in accordance and compliance with the Bidding Procedures and the Bidding Procedures Order.

K. The Purchase Agreement represents fair and reasonable terms for the purchase of the Purchased Assets. No other Person or group of Persons has offered to purchase the Purchased Assets for greater overall value to the Debtor's estate than the Purchaser.

L. Approval of the Motion and the Purchase Agreement and the consummation of the transactions contemplated thereby will maximize the value of each Debtor's estate, are in the best interests of the Debtor, this Chapter 11 Case, its creditors, and other parties-in-interest.

No Merger; No Successor Liability

M. Neither the Purchaser nor any of the Purchaser Parties is a successor to or a mere continuation or substantial continuation of the Debtor or the Debtor's estate, and there is no continuity of enterprise or common identity between the Purchaser (or any of the Purchaser Parties) and the Debtor. None of the Purchaser or the Purchaser Parties is holding itself out to the public as a successor to or a continuation of the Debtor or the Debtor's estate. Each of the Purchaser and Purchaser Parties is not and shall not be considered a successor in interest to any of the Debtor or the Debtor's estate by reason of any theory of law or equity as a result of the Closing of the Sale, and the Sale does not amount to a consolidation, succession, mere continuation of, combination of, merger, or *de facto* merger of the Purchaser and the Debtor.

N. The transfer of the Purchased Assets to the Purchaser, and the assumption of the Assumed Liabilities, except as otherwise explicitly set forth in the Purchase Agreement, does not and will not subject the Purchaser or the Purchaser Parties to any liability whatsoever, with respect to the Debtor or the operation of the Debtor's businesses prior to the Closing or by reason of such transfer, including under the laws of any foreign, federal, state, or local revenue, pension, tax,

antitrust, environmental, labor or employment or benefits law, including without limitation, any WARN Act, the Consolidated Omnibus Budget Reconciliation Act (COBRA), or Employee Retirement Income Security Act (ERISA), under the basis of *de facto* merger, business continuation, substantial continuity, successor, vicarious, alter ego, derivative, or transferee liability, fraudulent transfer or avoidance, veil piercing, escheat, continuity of enterprise, mere continuation, product line, or other law, rule, regulation (including filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtor's liability under such law, rule, or regulation or doctrine, whether now known or unknown, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether matured or unmatured, whether liquidated or unliquidated, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, liabilities on account of warranties, intercompany loans, and receivables among the Debtor, and any taxes, arising, accruing, or payable under, out of, in connection with, or in any way relating to the cancellation of debt of the Debtor or its respective affiliates, or in any way relating to the operation of any of the Purchased Assets prior to the Closing (Paragraphs M and N collectively, the "Successor or Other Liabilities"). Pursuant to the Purchase Agreement, the Purchaser is not purchasing any of the Excluded Assets or assuming the Excluded Liabilities and shall have no liability for the Excluded Liabilities.

Validity of Transfer

O. The transfer of the Purchased Assets to the Purchaser will be a legal, valid, enforceable, and effective sale and transfer of the Purchased Assets and will vest the Purchaser with all legal, equitable, and beneficial right, title, and interest of the Debtor to the Purchased

Assets free and clear of all Claims and Interests (as defined herein) (other than Assumed Liabilities) of any kind or nature whatsoever, including without limitation, rights or claims that are Successor or Other Liabilities, or that are based on any Successor or Other Liabilities.

P. The Purchase Agreement is a valid and binding contract between the Debtor and the Purchaser and shall be enforceable pursuant to its terms. The Purchase Agreement, the Sale, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtor and any chapter 7 trustee or chapter 11 trustee appointed in this Chapter 11 Case and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia, or foreign jurisdiction. The consideration provided by the Purchaser for the Purchased Assets pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtor's creditors than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia, and any foreign jurisdiction (including the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and similar laws and acts). Neither the Debtor nor the Purchaser is entering into the transactions contemplated by the Purchase Agreement fraudulently for the purpose of statutory and common-law fraudulent conveyance and fraudulent transfer claims.

Q. The Debtor has, to the extent necessary and applicable, (i) full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, (ii) all corporate authority necessary to consummate the transactions contemplated by the

Purchase Agreement, and (iii) taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation of the transactions contemplated thereby. The Sale has been duly and validly authorized by all necessary corporate action. No consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtor to consummate the Sale, execute the Purchase Agreement, or consummate the transactions contemplated thereby.

Free and Clear of All Claims and Interests

R. The Debtor is the sole and lawful owner of the Purchased Assets, and no other Person has any ownership right, title, or interests therein. The Purchased Assets constitute property of the Debtor's estate and good title thereto is vested in the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code. The Debtor has (except to the extent otherwise provided in the Purchase Agreement) all right, title, and interest in the Purchased Assets. The transfer of the Purchased Assets to the Purchaser will be, as of the Closing, a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest the Purchaser with all right, title, and interest of the Debtor to the Purchased Assets free and clear of any and all (i) liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code) and encumbrances relating to, accruing, or arising any time prior to the Closing (collectively, the "Liens"), and (ii) all debts (as that term is defined in section 101(12) of the Bankruptcy Code) arising under, relating to, or in connection with any act of the Debtor or claims (as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options in favor of third parties, rights, contractual commitments, restrictions, interests, mortgages, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, deeds of trust, security interests or similar interests, conditional sale or

other title retention agreements and other similar impositions, imperfections or restrictions on transfer or use, pledges, judgments, claims for reimbursement, contribution, indemnity, exoneration, infringement, products liability, alter ego liability, suits, defenses, credits, allowances, options, limitations, action, causes of action, choses in action, rights of first refusal or first offer, rebate, chargeback, credit, or return, proxy, voting trust or agreement or transfer restriction under any shareholder or similar agreement or encumbrance, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of this Chapter 11 Case, whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, and whether imposed by agreement, understanding, law, equity or otherwise (including, without limitation, rights with respect to Claims (as defined below) and Liens (x) that purport to give to any party a right or option to effect a setoff against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase, or repurchase right or option, or termination of, any of the Debtor's or the Purchaser's interests in the Purchased Assets, or any similar rights, if any, or (y) in respect of taxes, restrictions, rights of first refusal, charges or interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attributes of ownership) (the items in this clause (ii), collectively, the "Claims", and together with the Liens and other interests of any kind or nature whatsoever, the "Claims and Interests"), relating to, accruing, or arising any time prior to entry of this Order), with the exception of any such Claims and Interests that are expressly assumed by the Purchaser as Assumed Liabilities solely to the extent set forth in the Purchase Agreement, including, for the avoidance of any doubt, Cure Amounts or any other obligations arising under the Designated Contracts solely to the extent identified and/or set forth in the Purchase Agreement.

Section 363(f) Is Satisfied

S. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtor may sell the Purchased Assets free and clear of any Claims and Interests in the Purchased Assets (other than the Assumed Liabilities).

T. The Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby if the Sale of the Purchased Assets to the Purchaser, and the assumption and assignment of the Designated Contracts to the Purchaser, were not free and clear of all Claims and Interests of any kind or nature whatsoever (except the Assumed Liabilities), or if the Purchaser would, or in the future could, be liable for any of such Claims and Interests (except the Assumed Liabilities). The Purchaser will not consummate the transactions contemplated by the Purchase Agreement unless the Court expressly orders that none of the Purchaser, its affiliates, its past, present and future members, shareholders, subsidiaries, parents, divisions, agents, representatives, insurers, attorneys, successors and assigns, or any of its or their respective directors, managers, officers, employees, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies, or partners (each a "Purchaser Party", and collectively, the "Purchaser Parties"), or the Purchased Assets, will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims and Interests (other than Assumed Liabilities), including rights or claims based on any Successor or Other Liabilities. The total consideration to be provided under the Purchase Agreement reflects the Purchaser's reliance on this Order to provide it, pursuant to sections 105(a) and 363 of the Bankruptcy Code, with title to and possession of the Purchased Assets free and clear of all Claims and Interests (other than Assumed Liabilities) of any kind or nature whatsoever (including, without

limitation, free and clear of any potential Successor or Other Liabilities).

U. Not transferring the Purchased Assets free and clear of all Claims and Interests (other than Assumed Liabilities) of any kind or nature whatsoever, including rights or claims based on any Successor or Other Liabilities and/or applicable state, federal, or foreign law or otherwise, would adversely impact the Debtor's efforts to maximize the value of its estate, and the transfer of the Purchased Assets other than pursuant to a transfer that is free and clear of all Claims and Interests (other than Assumed Liabilities) of any kind or nature whatsoever (including any potential Successor or Other Liabilities) would be of substantially less benefit to the Debtor's estate.

V. The Debtor may sell the Purchased Assets free and clear of all Claims and Interests against the Debtor, its estate, or any of the Purchased Assets (except the Assumed Liabilities) because, in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Claims and Interests against the Debtor, its estate, or any of the Purchased Assets, who did not timely object, or who withdrew their objections to, the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. All other holders of Claims and Interests (except to the extent that such Claims and Interests are Assumed Liabilities) fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. All holders of Claims and Interests are adequately protected by having their Claims and Interests, if any, in each instance against the Debtor, its estate, or any of the Purchased Assets attach to any proceeds of the Sale ultimately attributable to the Purchased Assets in which such holder alleges a Claim and Interest, in the same order of priority, with the same validity, force, and effect that such Claim and Interest had prior to the Sale, subject to any claims and defenses the Debtor and its estate may possess thereto.

Assumption and Assignment of the Designated Contracts

W. The assumption and assignment of the Designated Contracts pursuant to the terms of this Order, the Bidding Procedures Order, and the Purchase Agreement, is integral to the Purchase Agreement and is in the best interests of the Debtor, its estate, its creditors, and all other parties-in-interest, and represents the Debtor's reasonable exercise of sound and prudent business judgment. The assumption and assignment of the Designated Contracts (i) is necessary to sell the Purchased Assets to the Purchaser, (ii) allows the Debtor to maximize the value of the Purchased Assets, including the Designated Contracts, (iii) limits the losses suffered by counterparties to the Designated Contracts, and (iv) maximizes the recoveries to other creditors of the Debtor by limiting the amount of claims against the Debtor's estate by avoiding the rejection of the Designated Contracts. For these reasons, the Debtor has exercised sound business judgment in assuming and assigning the Designated Contracts and such assumption and assignment is in the best interests of the Debtor's estate.

X. Pursuant to section 365(f) of the Bankruptcy Code, each of the Designated Contracts required to be assumed and assigned under the Purchase Agreement shall be assigned and transferred to and remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in such contract or other restrictions prohibiting its assignment or transfer. No section of any of the Designated Contracts that would prohibit, restrict, or condition, whether directly or indirectly, the use, assumption, or assignment of any of the Designated Contracts in connection with the Sale shall have any force or effect.

Y. Except as expressly assumed by the Purchaser under the Purchase Agreement, the transfer of the Purchased Assets to the Purchaser and the assignment to the Purchaser of the Designated Contracts will not subject the Purchaser or any Purchaser Party to any liability

whatsoever which may become due or owing under the Designated Contracts prior to the Closing (other than with respect to the Cure Amounts), or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or foreign jurisdiction, based, in whole or in part, directly or indirectly, on any theory of law or equity, including any Successor or Other Liabilities.

Z. The respective amounts set forth in the *Notice of Potential Contract Assumption and Assignment* [Docket No. 100], solely with respect to those contracts which are Designated Contracts, are the sole amounts necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all monetary defaults and pay all pecuniary losses under the Designated Contracts (the "Cure Amounts").[5]

AA. The Purchaser has demonstrated adequate assurance of future performance with respect to the Designated Contracts pursuant to sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to the respective Designated Contracts.

Compelling Circumstances for an Immediate Sale

BB. The Debtor has demonstrated through the testimony and/or other evidence proffered or adduced in connection with the Motion, at the hearing to consider approval of the Bidding Procedures Order (and the Bidding Procedures) and at the Sale Hearing, and the arguments, statements and representations of counsel made on the record of the Sale Hearing good and sufficient reasons for approval of the Purchase Agreement, the Sale and the transactions contemplated thereby. The relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and all other parties-in-interest. The Debtor has demonstrated (i) good,

[5] The Cure Amount with respect to HCP Torrey Pines, LLC and its associated unexpired lease for that certain real property located at 11099 N. Torrey Pines Road, San Diego, CA 92037 shall be fixed at $51,857.02.

sufficient, and sound business purposes and justifications for approving the Purchase Agreement and (ii) compelling circumstances for the immediate approval and consummation of the transactions contemplated by the Purchase Agreement for the Sale, in that, among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtor's estate. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with respect to the transactions contemplated by this Order.

CC. To maximize the value of the Purchased Assets and preserve the viability of the businesses to which they relate, it is essential that the Sale occur within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the Sale.

DD. Given all of the circumstances of the Chapter 11 Case and the adequacy and fair value of the Purchase Price under the Purchase Agreement, the proposed Sale constitutes a reasonable and sound exercise of the Debtor's business judgment and should be approved.

EE. The Sale does not constitute a *sub rosa* Chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Sale neither impermissibly restructures the rights of the Debtor's creditors nor impermissibly dictates a liquidating Chapter 11 plan for the Debtor.

FF. The consummation of the Sale and the assumption and assignment of the Designated Contracts is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale.

Secured Claims and Credit Bid

GG. On the terms and subject to the conditions contained in the Purchase Agreement,

the Purchaser agreed to provide, as aggregate consideration for the Acquired Assets, the Purchase Price including, among other things (i) a credit bid pursuant to section 363(k) of the Bankruptcy Code of $5,950,000.00 in principal outstanding under the DIP Facility plus all interest, fees and expenses due thereunder constituting DIP Obligations as of Closing (the "Credit Bid Amount"), (ii) the assumption of the Assumed Liabilities as set forth in the Purchase Agreement, and (iii) the payment of Cure Amounts as set forth in the Purchase Agreement (the amount of such consideration, collectively, the "Purchase Price"). The DIP Lender has the right under section 363(k) of the Bankruptcy Code, and was authorized by the Bidding Procedures Order, to credit bid up to the full amount of the DIP Obligations. Moreover, pursuant to the Bidding Procedures Order, the Court found that the Stalking Horse Bid is a credit bid, and such credit bid is a Qualified Bid (as defined in the Bidding Procedures Order). For the avoidance of doubt, the Credit Bid Amount is valid and proper consideration pursuant to sections 363(b) and 363(k) of the Bankruptcy Code, the Bidding Procedures Order, and the *Final Order (I) Authorizing the Debtor to (A) Obtain Postpetition Financing and (B) Use of Cash Collateral, (II) Granting Adequate Protection to the Prepetition Lender, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [D.I. 94] (the "Final DIP Order").

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

General Provisions

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this Chapter 11 Case pursuant to Bankruptcy Rule 9014. To the extent that any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law constitute findings of fact, they are adopted as such.

2. The Motion and the relief requested in the Motion is granted and approved, and the Sale and the transactions contemplated in the Motion and by the Purchase Agreement are approved.

3. The Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order remain in full force and effect.

4. All objections to, reservations of rights regarding, or other responses to the Motion or the relief requested therein, the Purchase Agreement, the Sale, the entry of this Order, or the relief granted herein, including, without limitation, any objections to Cure Amounts or relating to the cure of any defaults under any of the Designated Contracts or to the assumption and assignment of any such Designated Contracts to the Purchaser by the Debtor, that have not been withdrawn, waived, or settled by announcement to the Court during the Sale Hearing or by stipulation filed with the Court or otherwise been resolved pursuant to the terms thereof, including any and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or withdrew their objections to the Motion or the entry of this Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

Approval of the Purchase Agreement

5. The Purchase Agreement, including any amendments, supplements and modifications thereto, all other transaction documents, and all of the terms and conditions therein, are hereby **APPROVED** in all respects. Pursuant to sections 105(a), 363(b) and (f), and 365 of the Bankruptcy Code, the Debtor is authorized and empowered on behalf of themselves to take any and all actions necessary or appropriate to (i) consummate the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement, (ii) close the Sale as

contemplated in the Purchase Agreement and this Order, and (iii) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their obligations as contemplated by the Purchase Agreement, without further notice to or order from the Court, including the assumption and assignment of the Designated Contracts to the Purchaser, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale.

6. The Purchaser is authorized to apply all DIP Obligations in satisfaction of the Purchase Price and upon the Closing, (i) the Purchase Price shall be deemed satisfied, on a dollar-for-dollar basis, by the DIP Obligations and (ii) the DIP Obligations shall be extinguished upon such application.

7. This Order shall be binding in all respects upon (a) the Debtor, (b) the Debtor's estate, (c) all creditors of, and holders of equity interests in, the Debtor, (d) all holders of Liens, encumbrances, or other Claims and Interests (whether known or unknown) in, against, or on all or any portion of the Purchased Assets, (e) all the Contract Counterparties, (f) the Purchaser and all successors and assigns of the Purchaser, (g) the Purchased Assets, and (h) all successors and assigns of each of the foregoing, including, without limitation, any trustee subsequently appointed in the Chapter 11 Case, or a chapter 7 trustee appointed upon a conversion of one or more of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code. This Order shall inure to the benefit of the Debtor, its estate and creditors, the Purchaser, and the respective successors and assigns of each of the foregoing, including, without limitation, any trustee subsequently appointed in the Chapter 11 Case or upon conversion to chapter 7 under the Bankruptcy Code, and any Person

seeking to assert rights on behalf of any of the foregoing or that belong to the Debtor's estate. The Purchase Agreement shall be binding in all respects upon the Debtor.

Transfer of the Purchased Assets

8. Pursuant to sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, the Debtor is authorized to transfer the Purchased Assets, including the Designated Contracts, to the Purchaser on the Closing in accordance with the terms of the Purchase Agreement, and such transfer shall (a) constitute a legal, valid, binding, and effective transfer of the Purchased Assets, (b) vest the Purchaser with title to and possession of the Purchased Assets, and (c) upon the Debtor's receipt of the Purchase Price, be free and clear of all Claims and Interests (other than Assumed Liabilities) of any kind or nature whatsoever, including, without limitation, any potential Successor or Other Liabilities, with such Claims and Interests to attach to any proceeds of the Sale ultimately attributable to the Purchased Assets in which such Claim and Interest is alleged in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets (subject to any rights, claims and defenses the Debtor or its estate may possess with respect thereto). Upon the Closing, the Purchaser shall take title to and possession of the Purchased Assets subject only to the Assumed Liabilities.

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Sale and transfer of the Debtor's right, title and interest in the Purchased Assets to the Purchaser pursuant to the Purchase Agreement are legal, valid and effective disposition of the Purchased Assets, and vests the Purchaser with all right, title and interest of the Debtor to and in the Purchased Assets free and clear of all Claims and Interests. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full and the Debtor's sale of the Purchased Assets shall be free and clear of any Claims and Interests in the Purchased Assets (other than the Assumed Liabilities).

10. To the extent provided for in the Purchase Agreement, any and all of the Debtor's security deposits, or other security held by landlords, lessors and other counterparties to the contracts, leases, and licenses that are to be assumed and assigned under the Purchase Agreement are being transferred and assigned to, and shall be the property of, the Purchaser from and after the Closing (as modified by the Purchase Agreement), which transfer and assignment of security deposits, other deposits, or security shall satisfy in full the requirements of section 365(l) of the Bankruptcy Code for all contracts, leases, and licenses assumed and assigned pursuant to this Order or the Purchase Agreement.

11. The Debtor is hereby authorized on behalf of themselves to take any and all actions necessary to consummate the transactions contemplated by the Purchase Agreement, including any actions that otherwise would require further approval by shareholders, partners, members, or its board of directors, without the need of obtaining such approvals.

12. Each and every federal, state, local, and other 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 Purchase Agreement.

13. The transactions authorized herein shall be of full force and effect, regardless of the Debtor's lack of good standing in any jurisdiction in which they are formed or authorized to transact business. Upon Closing of the transactions set forth in the Purchase Agreement, the Purchaser and the Debtor shall be authorized to file termination statements or lien terminations in any required jurisdiction to remove any record, notice filing, or financing statement recorded to attach, perfect, or otherwise notice any Claims and Interests, with respect to the Purchased Assets, that is extinguished or otherwise released pursuant to this Order under section 363 and the related provisions of the Bankruptcy Code.

14. Subject to the terms, conditions, and provisions of this Order, all Persons are hereby forever prohibited and barred from taking any action that would adversely affect or interfere with the ability of the Debtor to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the Purchase Agreement and this Order.

15. The Purchaser may, but shall not be required to, file a certified copy of this Order in any filing or recording office in any federal, state, county, or other territory or jurisdiction in which the Debtor is incorporated or has real or personal property, or with any other appropriate clerk or recorded with any other appropriate recorder.

16. The provisions of this Order authorizing the Sale of the Purchased Assets free and clear of all Claims and Interests, other than Assumed Liabilities, shall be self-executing, and neither the Debtor nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order. If any Person which has filed a financing statement, mortgage, mechanic's lien, *lis pendens*, or other statement, document, or agreement evidencing any Claims and Interests on, or in, all or any portion of the Purchased Assets (other than statements or documents with respect to Assumed Liabilities) shall not have delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases, and/or any other documents necessary for the purpose of documenting the termination of all Claims and Interests which the Person has or may assert with respect to all or any portion of the Purchased Assets, then (i) the Debtor is hereby authorized to execute and file such statements, instruments, releases, and/or other similar documents on behalf of such Person with respect to the Purchased Assets, (ii) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order that, once

filed, registered, or otherwise recorded, shall constitute conclusive evidence of the termination of all Claims and Interests of any kind or nature against or in the Purchased Assets, and (iii) the Purchaser is authorized to seek in the Court, or any other court of appropriate jurisdiction, to compel the appropriate parties to execute termination statements, instruments of satisfaction, releases, and/or other similar documents with respect to all Claims and Interests that such Person has against or in the Purchased Assets.

17. On 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 Debtor's interests in the Purchased Assets. And with respect to the Purchased Assets, this Order is and shall be effective as a determination that, on the Closing, all Claims and Interests and any other interest of any kind or nature whatsoever including, without limitation, any Successor or Other Liabilities existing as to such Purchased Assets prior to the Closing, other than the Assumed Liabilities, shall have been terminated, and that the conveyances described herein have been effected.

18. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Purchased Assets and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Purchaser as of the Closing.

19. To the extent section 525 of the Bankruptcy Code is applicable, no governmental unit may deny, revoke or suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of the Chapter 11 Case or the consummation of the transactions contemplated by the Purchase Agreement, including the Sale and the assumption and assignment of the Designated Contracts.

No Successor Liability

20. Neither the Purchaser nor any of the Purchaser Parties is a "successor" to, continuation of, or alter ego of, the Debtor or the Debtor's estate by reason of any theory of law or equity solely as a result of the Closing of the Sale. Except for the Assumed Liabilities, the Purchaser and the Purchaser Parties shall not have assumed, or be deemed to have assumed, or in any way be responsible for, any liability or obligation of the Debtor, or the Debtor's estate, or any of the Debtor's predecessors or affiliates with respect to the Purchased Assets or otherwise. Neither the purchase and/or transfer of the Purchased Assets by the Purchaser nor the fact that the Purchaser is using any of the Purchased Assets previously used or operated by the Debtor prior to Closing will cause the Purchaser or any of the Purchaser Parties to be deemed a successor to, combination of, or alter ego of, in any respect, the Debtor or the Debtor's businesses, or incur any liability derived therefrom within the meaning of any foreign, federal, state, or local revenue, pension, ERISA, tax, antitrust, environmental, labor law (including any WARN Act), employment or benefits law, *de facto* merger, business continuation, substantial continuity, successor, vicarious, alter ego, derivative, or transferee liability, fraudulent transfer or avoidance, veil piercing, escheat, continuity of enterprise, mere continuation, product line, or other law, rule, regulation (including filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtor's liability under such law, rule, or regulation or doctrine, whether now known or unknown, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether matured or unmatured, whether contingent or noncontingent, whether liquidated or unliquidated, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, liabilities on account of warranties, intercompany loans,

and receivables among the Debtor, and any taxes, arising, accruing, or payable under, out of, in connection with, or in any way relating to the cancellation of debt of the Debtor or its respective affiliates, or in any way relating to the operation of any of the Purchased Assets prior to the Closing.

Claims and Interests; Prohibition of Actions Against the Purchaser

21. Except for the Assumed Liabilities, or as otherwise expressly provided for in this Order or the Purchase Agreement, neither the Purchaser nor any of the Purchaser Parties shall have any liability, responsibility or obligation for any Claims and Interests of the Debtor or its estate, including any claims, liabilities, or other obligations arising under or related to any of the Purchased Assets which may become due or owing (a) prior to the Closing or (b) from and after the Closing but which arise out of relate to any act, omission, circumstances, breach, default, or other event occurring prior to the Closing.

22. Except with respect to Assumed Liabilities, or as otherwise permitted by the Purchase Agreement or this Order, all Persons, including, but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants, Contract Counterparties, customers, landlords, licensors, employees, and other creditors and holders of Claims and Interests of any kind or nature whatsoever against or in the Debtor or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, known or unknown, liquidated or unliquidated, senior or subordinate, asserted or unasserted, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtor, the Purchased Assets, the operation of the Debtor's business prior to the Closing, or the transfer of the Purchased Assets to the Purchaser (including without limitation any Successor or Other Liabilities or rights or claims based thereon) shall be, and hereby

are forever barred and estopped from asserting against the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the Purchased Assets, the Claims and Interests of any kind or nature whatsoever such Person had, has, or may have against or in the Debtor, its estate, officers, directors, shareholders, or the Purchased Assets, such Persons' Claims and Interests or any other interests in and to the Purchased Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) against the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the Purchased Assets; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the Purchased Assets; (c) creating, perfecting, or enforcing any Claims and Interests against the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the Purchased Assets; (d) asserting any setoff, or right of subrogation of any kind against any obligation due to the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the Purchased Assets; (e) commencing or continuing any action, in any manner or place, that does not comply with or is inconsistent with the provisions of this Order, other orders of the Court, the Purchase Agreement or any other agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating, or failing or refusing to transfer any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets in connection with the Sale.

23. On the Closing, or as soon as possible thereafter, each creditor shall, and the Purchaser and the Debtor are hereby authorized, on behalf of each of the Debtor's creditors, to

execute such documents and take all other actions as may be necessary to release any Claims and Interests and other interests in or on the Purchased Assets (except Assumed Liabilities), if any, as provided for herein, as such Claims and Interests may have been recorded or may otherwise exist.

24. All Persons are hereby barred and forever prohibited from taking any action that would adversely affect or interfere with the ability of any of the Debtor to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the Purchase Agreement and this Order.

25. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement is fair and reasonable, and accordingly, the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

26. Following the Closing, no holder of a Claim or an Interest in the Debtor shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets and the Designated Contracts based on or related to such Claim or Interest or any actions that the Debtor may take in this Chapter 11 Case.

Assumption and Assignment of Contracts

27. Pursuant to sections 105(a) and 365 of the Bankruptcy Code and the Bidding Procedures Order, and subject to and conditioned upon the terms of the Purchase Agreement (including, without limitation, Sections 1.5 and 1.7 of the Purchase Agreement, the Closing, and payment of the applicable Cure Amounts by the Purchaser), the Debtor's assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Purchase Agreement, of the Designated Contracts is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Upon the Closing and payment of the applicable Cure Amounts by the Purchaser pursuant to the terms of the

Purchase Agreement and in accordance with sections 105(a), 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title, and interest of the Debtor in and under the Designated Contracts free and clear of any Claims or Interests, and each such Designated Contract shall be fully enforceable by the Purchaser in accordance with its respective terms and conditions, except as limited by this Order. To the extent provided in the Purchase Agreement, the Debtor shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

28. With respect to the assumption and assignment of the Designated Contracts to Purchaser as provided in Paragraph 27 of this Order: (a) any provisions in any Designated Contract that prohibit or condition the assignment of such Designated Contract or allow the party to such Designated Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Designated Contract, shall constitute unenforceable anti-assignment provisions which are void and of no force and effect; (b) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtor and assignment to the Purchaser of each Designated Contract have been satisfied; and (c) effective upon the Closing, the Designated Contracts shall be transferred and assigned to, and from and following the Closing shall remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in any Designated Contract (including those of the type described in sections 365(b)(2) and (d) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, and pursuant to section 365(k) of the Bankruptcy Code, the Purchaser shall be deemed to be substituted for the Debtor as a party to the applicable Designated Contract and the Debtor shall be relieved from any further liability with respect to the Designated Contracts after such assumption and assignment to the Purchaser, except as otherwise

provided in the Purchase Agreement. Further, to the extent any provision in any of the Designated Contracts assumed and assigned pursuant to Paragraph 27 of this Order (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption and assignment (including, without limitation, any "change of control" provision), or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (A) the commencement of the Chapter 11 Case, (B) the insolvency or financial condition of the Debtor at any time before the closing of the Chapter 11 Case, (C) the Debtor's assumption and assignment of such Designated Contract, (D) a change of control or similar occurrence, or (E) the consummation of the Sale, then such provision shall be deemed modified in connection with the Sale so as not to entitle the Contract Counterparty thereto to prohibit, restrict, or condition such assumption and assignment, to modify, terminate, or declare a breach or default under such Designated Contract, or to exercise any other default-related rights or remedies with respect thereto, including without limitation, any such provision that purports to allow the Contract Counterparty thereto to terminate or recapture such Designated Contract, impose any penalty, additional payments, damages, or other financial accommodations in favor of the Contract Counterparty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect in connection with the Sale pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

29. All defaults or other obligations of the Debtor under the Designated Contracts arising or accruing prior to the Closing or required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Designated Contracts (in each case, without giving effect to any acceleration clauses or any default provisions of the

kind specified in section 365(b)(2) of the Bankruptcy Code), whether monetary or non-monetary, shall be cured solely to the extent set forth in the Purchase Agreement and this Order on the Closing or as soon thereafter as reasonably practicable.

30. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtor and assignment to the Purchaser of the Designated Contracts have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title, and interest of the Debtor in and under the Designated Contracts, and each Designated Contract shall be fully enforceable by the Purchaser in accordance with its respective terms and conditions, except as limited by this Order. To the extent provided in the Purchase Agreement, the Debtor shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

31. Upon the Debtor's assignment of the Designated Contracts to the Purchaser under the provisions of this Order and the Purchaser's payment of the Cure Amounts pursuant to the terms of the Purchase Agreement, no default or other obligations arising prior to the Closing shall exist under any Designated Contract, and each Contract Counterparty to an Designated Contract is forever barred and estopped from (a) declaring a default by the Debtor or the Purchaser under such Designated Contract, (b) raising or asserting against the Debtor or the Purchaser (or any Purchaser Party), or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Designated Contracts, or (c) taking any other action against the Purchaser or any Purchaser Party as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Designated Contract, in each case in connection with the Sale. Each Contract

Counterparty is also forever barred and estopped from raising or asserting against the Purchaser or any Purchaser Party any assignment fee, default, breach, Claim, pecuniary loss, or condition to assignment arising under or related to the Designated Contracts existing as of the Closing or arising by reason of the closing of the Sale, except for any amounts that are Assumed Liabilities.

32. Any party that may have had the right to consent to the assumption or assignment of an Designated Contract, including (if applicable) the Contract Counterparty to each Designated Contract, is deemed to have consented to such assumption and assignment for purposes of sections 365(c)(1)(B) and 365(e)(2)(A)(ii) of the Bankruptcy Code and any other applicable law if such party failed to object timely to the assumption or assignment of such Designated Contract (in accordance with, among other things, the Bidding Procedures Order (if any)), and the Purchaser shall enjoy all of the Debtor's rights and benefits under each such Designated Contract as of the applicable date of assumption without the necessity of obtaining such Contract Counterparty's written consent to the assumption or assignment thereof. The Purchaser shall be deemed to have demonstrated adequate assurance of future performance with respect to such Designated Contract pursuant to sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

33. To the extent a Contract Counterparty to an Designated Contract failed to timely object to a Cure Amount, such Cure Amount shall be deemed to be finally determined and any such Contract Counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time, and such Cure Amount, when paid, shall be deemed to resolve any defaults or other breaches with respect to any Designated Contract to which it relates.

34. With respect to objections to any Cure Amounts that remain unresolved as of the Hearing, such objections shall be resolved prior to Closing in accordance with the procedures to be developed by the Debtor and the Purchaser.

35. Nothing in this Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtor that any contract or Designated Contract is an executory contract or unexpired lease or must be assumed and assigned pursuant to the Purchase Agreement or in order to consummate the Sale.

36. For the avoidance of doubt, the Debtor is assuming and assigning to the Purchaser (or its designee, as applicable) the *Second Amended and Restated JDA Termination Agreement* by and between the Debtor and ExxonMobil Technology and Engineering Company ("Exxon"), dated March 15, 2023, and the related *Joint Development Agreement* by and between the Debtor and Exxon, dated January 1, 2022, which shall constitute Designated Contracts, with the consent of all parties to such agreements.

Purchaser Standing and Assumed Liabilities

37. The Purchaser shall have standing to object to the allowance of claims (as such term is defined in section 101(5) of the Bankruptcy Code) asserted against the Debtor or its estate including, without limitation, any unresolved or disputed Assumed Liabilities, Cure Amounts or otherwise, that constitute obligations assumed by the Purchaser pursuant to the terms of the Purchase Agreement. Nothing in this Order shall divest the Debtor of its standing or duty as debtor-in- possession under the Bankruptcy Code from reconciling claims asserted against the Debtor or its estate and objecting to any such claims that should be reduced, reclassified or otherwise disallowed.

Releases

38. Effective as of the Closing of the Sale ("Purchaser Release Effective Date"), the Debtor and its estate, on its own behalf and on behalf of its and their respective predecessors, successors, heirs, and past, present and future subsidiaries and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits Purchaser and its subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals and the respective successors and assigns thereof (solely in their capacities as such) (collectively, the "Purchaser Released Parties"), from any and all liability to the Debtor (and their successors and assigns) and from any and all claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action of any kind, nature and description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, in contract or tort, that the Debtor at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter may have against any of the Purchaser Released Parties for or by reason of any act, omission, matter, or cause arising at any time on or prior to the Purchaser Release Effective Date; provided, however, that the release set forth in this Paragraph 38 shall not release (i) any claims against or liabilities of a Purchaser Released Party that a court of competent jurisdiction determines has resulted from such Purchaser Released Party's actual fraud; (ii) the DIP Lender from honoring its obligations to the Debtor pursuant to the terms of the DIP Documents and/or the Final DIP Order; and (iii) Purchaser from honoring any of its post-Closing obligations to the Debtor pursuant to the terms of the Purchase Agreement, the Bidding Procedures Order, the TSA and/or this Order.

Transition Services Agreement

39. The Debtor is authorized to enter into a Transition Services Agreement (the "TSA") with the Purchaser to facilitate the sale of the Purchased Assets. The TSA is necessary and appropriate to provide an orderly transition of the Purchased Assets as set forth herein and pursuant to the terms of the Purchase Agreement.

Other Provisions

40. This Order shall be binding in all respects upon all of the Debtor's creditors and equity-holders, all Contract Counterparties, all successors and assigns of the Debtor, and any of their respective affiliates and subsidiaries, any trustees, examiners, "responsible persons," or other fiduciaries appointed in the Chapter 11 Case or upon a conversion of one or more of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code. The Purchase Agreement shall not be subject to rejection or avoidance under any circumstances.

41. The Purchase Agreement and any other documents ancillary thereto may be modified, amended, or supplemented by the parties thereto in a writing signed by the parties, in accordance with the terms thereof and in consultation with the Committee, without further order of the Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtor's estate.

42. The transactions contemplated by the Purchase Agreement and this Order are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not alter, affect, limit, or otherwise impair the validity of the Sale, unless such authorization and such Sale are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m) of the

Bankruptcy Code and, as such, is entitled to, and hereby granted, the full rights, benefits, privileges and protections of section 363(m) of the Bankruptcy Code. As a good faith buyer of the Purchased Assets, the Purchaser has not entered into an agreement with any other potential bidders and has not colluded with any potential or actual bidders, and the Sale may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

43. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

44. The failure to specifically include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement be authorized in its entirety. All of the provisions of this Order are non-severable and mutually dependent.

45. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto, and any waivers and consents thereunder, and any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Purchaser, (b) interpret, implement, and enforce the provisions of this Order and the Purchase Agreement, including but not limited to the injunctions and limitations of liability set forth in this Order, (c) protect the Purchaser against any Claims and Interests in or against the Debtor or the Purchased Assets of any kind or nature whatsoever as provided herein including, without limitation, to enjoin the commencement or continuation of any action seeking to impose successor liability or bulk sale liability; (d) enter any order under sections 105, 363 and 365 of the Bankruptcy Code with respect to the Purchased Assets and the Designated Contracts; (e) decide any disputes concerning this Order, the Purchase Agreement, or the rights and duties of

the parties hereunder or thereunder or any issues relating to the Purchase Agreement and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status nature and extent of the Purchased Assets and any Designated Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Claims and Interests; (f) adjudicate any and all remaining issues concerning the Debtor's rights and authorities to assume and assign the Designated Contracts and the rights and obligations of the Debtor and the Purchaser with respect to such assignment and the existence of any default under any such Designated Contract; (g) adjudicate any and all disputes concerning alleged pre-closing Claims and Interests in and to the Purchased Assets including without limitation the extent, validity, enforceability, priority, and nature of any and all such alleged Claims and Interests; (h) adjudicate any and all disputes relating to the Debtor's right, title, or interest in the Purchased Assets and the proceeds thereof; and (i) re-open the Chapter 11 Case to determine any of the foregoing.

46. For cause shown, this Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, but shall be effective and enforceable immediately upon entry, and the stays provided in Bankruptcy Rules 6004(h) and 6004(d) are hereby expressly waived and shall not apply. Accordingly, the Debtor and the Purchaser are authorized and empowered to close the Sale immediately upon entry of this Order subject to the terms of the Purchase Agreement.

47. To the extent that this Order is inconsistent with the Purchase Agreement or any prior order or pleading with respect to the Motion in this Chapter 11 Case, the terms of this Order shall govern.

Dated: June 17th, 2025
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Execution Version

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") is made and entered into on this 17th day of April, 2025 (the "**Execution Date**"), by and among Breakthrough Energy Ventures II, L.P. ("**BEV**") a Delaware limited partnership or its designee (the "**Purchaser**") and Viridos, Inc., a Delaware corporation (the "**Seller**"). Purchaser and Seller are referred to collectively herein as the "Parties."

RECITALS

A. WHEREAS, on or about the date hereof, Seller intends to file a voluntary petition for relief (the "**Chapter 11 Case**") pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**");

B. WHEREAS, pursuant to that certain Amended and Restated Secured Convertible Promissory Note dated as of April 8, 2025 (the "**Prepetition Secured Note**" and, collectively with the Security Agreement referenced in the Prepetition Credit Agreement (the "**Security Agreement**") and any other agreements and documents executed or delivered in connection therewith, the "**Prepetition Loan Documents**") by and between (a) Seller, as borrower and (b) BEV as secured lender, Seller incurred indebtedness and other obligations secured by substantially all of Seller's assets (the "**Prepetition Loan Obligations**") to BEV in the principal amount of $2,250,000.00 plus interest, fees and expenses;

C. WHEREAS, the Parties entered into that certain DIP Credit Agreement, pursuant to which BEV agreed to provide Seller with a secured super-priority debtor-in-possession loan facility (the "**DIP Facility**") in a maximum principal amount of $4,250,00.00 plus interest, fees and expenses and any Prepetition Loan Obligations that are rolled-up into the DIP Facility (the "**DIP Roll-Up Loans**") in accordance with the DIP Credit Agreement, the Interim DIP Order and Final DIP Order (each as hereafter defined) (the "**DIP Obligations**");

D. WHEREAS, the Parties desire to engage in the transactions outlined herein (the "**Asset Sale**") to sell, assign, transfer, deliver and convey to Purchaser, and Purchaser desires to purchase and acquire from the Seller, pursuant to Sections 363 and 365 of the Bankruptcy Code and on the terms and subject to the conditions set forth in this Agreement, the Purchased Assets (hereafter defined) in consideration of the Purchase Price (hereafter defined);

E. WHEREAS, Seller intends to seek entry of the Bidding Procedures Order (hereafter defined) by the Bankruptcy Court approving the Bidding Procedures (hereafter defined) for the sale of the Purchased Assets;

F. WHEREAS, Seller intends to seek the entry of the Sale Order (hereafter defined) by the Bankruptcy Court approving this Agreement and authorizing Seller to consummate the Asset Sale upon the terms and subject to the conditions set forth herein and in the Sale Order and this Agreement; and

G. WHEREAS, the board of directors, board of managers or other applicable governing body of the Seller has determined that it is advisable and in the best interests of Seller's creditors, equity holders

and estate and the beneficiaries of such estate to consummate the Asset Sale provided for herein pursuant to the Sale Order and has approved this Agreement, subject to higher and better offers as contemplated by the Bidding Procedures.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, which are expressly adopted herein as if fully set forth, and pursuant to the terms and provisions hereinafter set forth, the Parties agree as follows:

1.1 Assets to be Purchased. At the Closing, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and on the terms and subject to the conditions set forth in this Agreement, Purchaser agrees to purchase and acquire, and the Seller agrees to sell, assign, transfer, deliver and convey, all assets and properties of the Seller (except the Excluded Assets (hereinafter defined)), including but not limited to the assets and properties described on **Schedule 1** attached hereto the ("**Purchased Assets**"). The Purchased Assets shall be sold, assigned, transferred, delivered and conveyed by the Seller to Purchaser pursuant to the terms hereof and in accordance with the Sale Order. Purchaser shall have until the Closing to add or remove assets from the Purchased Assets on Schedule 1.

1.2 Excluded Assets. The Purchased Assets shall not include, and the Seller shall retain, the assets of the Seller identified on **Schedule 2** attached hereto (the "**Excluded Assets**"). Purchaser shall have until the Closing to add or remove assets from the Excluded Assets on Schedule 2.

1.3 Liabilities.

(a) Assumed Liabilities. Upon Closing (hereafter defined), Purchaser hereby assumes only the following liabilities and obligations of Seller (the "**Assumed Liabilities**"):

(i) All liabilities and obligations arising under the Designated Contracts (hereinafter defined) or arising from or relating to any use or ownership of any of the other Purchased Assets, in each case from and after the Closing Date;

(ii) All cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Designated Contracts (the actual amount of any such costs, the "**Cure Costs**"), to the extent not paid and discharged prior to or at the Closing.

(b) Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Purchaser is assuming only the Assumed Liabilities and is not assuming, and shall not be deemed to have assumed, any other liabilities of Seller of whatever nature (whether arising prior to, at the time of, or subsequent to the Closing), whether absolute, accrued, contingent or otherwise, whether due or to become due and whether known or unknown or currently existing or hereafter arising or matured or unmatured, direct or indirect, and Seller shall be solely and exclusively liable for any and all such liabilities, including those liabilities set forth below:

(i) Any and all liabilities of Seller relating to or otherwise arising, whether before, on or after the Closing, out of, or in connection with, any of the Excluded Assets;

(ii) Any and all liabilities of Seller with respect to estimates, open orders, customer contracts, and purchase orders to Seller from its customers which are outstanding as of the Closing, except to the extent any of the same are Designated Contracts;

(iii) Any and all liabilities of Seller for any Taxes (hereafter defined), including, without limitation:

(A) Any Taxes owed by Seller and arising in connection with the consummation of the transactions contemplated by this Agreement or arising or related to any period(s) on or prior to the Closing (other than any transfer Taxes); and

(B) Any Taxes arising from or in connection with an Excluded Asset;

(iv) Any and all liabilities related to the Worker Adjustment and Retraining Notification (WARN) Act and any similar applicable state laws, in each case to the extent applicable, for any action resulting from employees' separation of employment prior to, on or after the Closing;

(v) Any and all liabilities of Seller to its equity holders respecting dividends, distributions in liquidation, redemptions of interests, option payments or otherwise;

(vi) Any and all liabilities relating to Claims (in each case, whether involving private parties, authorities, or otherwise) involving, against, or affecting any of the Purchased Assets or the Business, whether commenced, filed, initiated, or threatened before or after the Closing and which was or could have been asserted on or prior to the Closing or to the extent the basis of which arose or accrued on or prior to the Closing;

(vii) Any and all obligations of Seller arising and to be performed prior to the Closing which arise from or relate to the Business or the Purchased Assets, other than as expressly assumed by Purchaser herein;

(viii) Any and all liabilities of Seller related to accounts payable as of the Closing Date or indebtedness, including any intercompany indebtedness among Seller and its affiliates;

(ix) Any and all existing or future liabilities related to any of Seller's employees (including the Hired Employees (hereafter defined)) existing or arising prior to the Closing, including, without limitation, (A) any compensation or other remuneration owed thereto, (B) any employment benefit or plan provided to any of them prior to the Closing, and (C) obligations of Seller under or in connection with any severance arrangements, stay bonuses, retention bonuses, transaction bonuses and termination and sale or change of control arrangements and other compensation for employment or services that will be triggered by or become payable upon consummation of the transactions contemplated by this Agreement (including the employer portion of any associated payroll, social security, employment, unemployment or similar Taxes and any amounts to offset any excise Taxes imposed under law and any related income Taxes) (collectively, "**Change of Control Payments**");

(x) Any and all liabilities related to any acts or omissions by Seller or its affiliates, employees or agents prior to the Closing; and

(xi) Any and all liabilities of Seller or its predecessors arising out of any contract, agreement, permit, franchise or Claim that is not transferred to Purchaser because

of any failure to obtain any third-party or governmental consent(s) and/or approval(s) required for such transfer.

1.4 Purchase Price and Payment.

(a) Amount. In aggregate consideration (collectively, the "**Purchase Price**") of the Asset Sale closing and the accompanying sale, assignment, transfer, delivery and conveyance of the Purchased Assets to Purchaser shall be composed of the following:

(i) A credit bid by the Purchaser of the Prepetition Loan Obligations and DIP Obligations pursuant to Section 363(k) of the Bankruptcy Code against obligations owed by Seller under the DIP Facility and the Prepetition Secured Note as of Closing (the "**Credit Bid**"); and

(ii) The assumption by Purchaser of the Assumed Liabilities.

(b) Payment Terms. In accordance with Section 1.4(a), the Purchase Price shall be satisfied at the Closing as to the amount of the Credit Bid by discharging Seller, and Seller shall be deemed to be discharged, from the obligations due under the DIP Facility and the Prepetition Secured Note in an aggregate amount equal to the amount of the Credit Bid.

(c) Purchase Price Allocation. Within thirty (30) days following the Closing Date, Purchaser shall prepare and deliver to Seller for its review and consideration a schedule (the **"Allocation Schedule"**) allocating the Purchase Price among the various assets comprising the Purchased Assets in accordance with Treasury Regulation 1.1060-1 (or any comparable provisions of state or local Tax law) or any successor provision. Seller shall have the right to review and raise any reasonable objections in writing to the Allocation Schedule during the thirty (30) day period after its receipt thereof. If Seller disagrees with or raises objections to the Allocation Schedule, Purchaser and Seller will negotiate in good faith to resolve such objections To the extent Purchaser and Seller cannot resolve any such dispute, the dispute will be referred to a nationally recognized accounting firm to be mutually agreed on by Purchaser and Seller (the "**Accounting Firm**") for resolution at the sole cost of Seller. Purchaser and Seller agree to file their respective IRS Form 8594 and all federal, state and local Tax returns in accordance with the Allocation Schedule (as agreed by the Parties or as resolved by the Accounting Firm) and agree not to take any position inconsistent with the Allocation Schedule in any Tax return, in any refund claim, in any litigation or otherwise, except as otherwise required by a "determination" as defined in Section 1313(a) of the Code (or corresponding provision of state or local law).

1.5 Designated Contract and Books and Records. No later than one day prior to the Auction, Purchaser shall designate the contracts and leases which must be assumed and assigned pursuant to Section 365 of the Bankruptcy Code to Purchaser by Seller at Closing (the "**Designated Contracts**").

(a) Assumption and Assignment of Designated Contracts. Seller shall provide timely and proper written notice of the Sale Motion (hereafter defined) to all parties to any executory contracts or unexpired leases that may be Designated Contracts and take all other actions reasonably necessary to cause such contract or lease to be assumed by Seller and assigned to Purchaser pursuant to Section 365 of the Bankruptcy Code to the extent that such contracts or leases are Designated Contracts at Closing. The Sale Order shall provide that, as of and conditioned upon the occurrence of the Closing, Seller shall assume and assign or cause to be assigned to Purchaser, the Designated Contracts, each of which shall be identified by the name or appropriate description and date of the Designated Contracts (if available), the counterparty to the Designated Contract and the address of such counterparty for notice purposes, all included in a notice filed with the Bankruptcy Court. Such notice to Designated Contract counterparties shall also set forth Seller's good faith estimate of the amounts necessary to cure any defaults under each of the Designated

Contracts as determined by Seller based on its books and records or as otherwise determined by the Bankruptcy Court. At the Closing, or as soon as reasonably practicable thereafter, Seller shall, pursuant to the Sale Order and the applicable assumption and assignment agreement, transfer and assign to Purchaser (the consideration for which is included in the Purchase Price), all Designated Contracts that may be assigned by Seller to Purchaser pursuant to Sections 363 and 365 of the Bankruptcy Code. Subject to entry of the Sale Order, at or prior to the Closing, (i) Purchaser shall pay all Cure Costs, (ii) following satisfaction of clause (i), the Seller shall assume such Designated Contracts and assign them to Purchaser in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement, and (iii) following satisfaction of clause (ii), Purchaser shall in due course and in accordance with its respective terms pay and fully satisfy, discharge and perform all of the obligations under each Designated Contract pursuant to Section 365 of the Bankruptcy Code.

(b) A contract or lease shall not be a Designated Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such contract or lease is rejected by Seller or terminated by Seller or any other party thereto, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as a Designated Contract hereunder and is not continued or otherwise extended upon assumption; provided, however, Seller shall not reject any contract or lease without the express written consent of Purchaser.

(c) Seller shall immediately (i) permit reasonable access to, and will make available to Purchaser and its representatives for inspection and review, the Premises, all facilities, Books and Records (hereafter defined), accounts and documents of or relating to Seller, as may be reasonably requested by Purchaser from time to time during normal business hours and upon reasonable prior written notice, and (ii) make the employees, accountants, attorneys and other advisors, agents and representatives of Seller available to the Purchaser and its representatives at time(s) convenient during normal business hours for the Purchaser and the other parties, to the extent it does not interfere with the operations of Seller in the ordinary course.

(d) Purchaser acknowledges and agrees that (i) Seller shall not be required to cure or pay any liabilities whatsoever related to or in connection with any Purchased Asset, including without limitation, the Designated Contracts and (ii) Seller shall not be required to obtain the consent of any contract counterparty to the Designated Contracts for the assignment thereof to Purchaser, but will cooperate in good faith to assist Purchaser, at Purchaser's expense, to obtain consent where such consent is necessary.

1.6 Employee Matters. Seller consents to Purchaser interviewing Seller's employees and to extending any offers of employment to such employees. Any such interviews shall be conducted at times and locations agreed upon by both Seller and Purchaser. Effective as of the Closing Date, Purchaser may make offers of employment to any of Seller's employees that Purchaser desires on such terms and conditions as Purchaser shall determine in its sole and absolute discretion, and subject to Purchaser's and its affiliates' standard onboarding processes. Immediately prior to Closing, Seller shall terminate the employment of all of Seller's employees who have accepted Purchaser's offer of employments (the "**Hired Employees**"). Purchaser shall be under no obligation to hire or offer to hire any employees of Seller.

1.7 Closing. The closing (the "**Closing,**" also the "**Closing Date**") of the transactions contemplated by this Agreement shall take place on the earlier of (i) June 8, 2025 and (ii) three Business Days following the entry of the Sale Order or on such other date as Purchaser and Seller may agree (the "**Closing Date**"), by electronic exchange of executed documents.

1.8 Deliveries at Closing.

(a) Seller Deliveries. At the Closing, Seller shall deliver to Purchaser the following documents:

(i) A counterpart to a bill of sale and assignment and assumption agreement for the Purchased Assets (the "**Bill of Sale**"), in form and substance reasonably satisfactory to Purchaser and Seller, duly executed by Seller;

(ii) A certified copy of the docketed Sale Order;

(iii) Originals of the Designated Contracts, and if unavailable, true and correct copies thereof;

(iv) A counterpart to an intellectual property assignment agreement ("**IP Assignment Agreement**"), in form and substance reasonably satisfactory to Purchaser and Seller, duly executed by Seller.

(b) Purchaser Deliveries to Seller. At the Closing, Purchaser shall deliver to Seller:

(i) A counterpart of the Bill of Sale, duly executed by Purchaser;

(ii) A counterpart to the IP Assignment Agreement, duly executed by Purchaser; and

(iii) Evidence that Seller is discharged from the obligations due under the DIP Facility and the Prepetition Secured Note pursuant to Section 1.4(b).

1.9 Representations and Warranties of Seller. Seller warrants and represents to Purchaser, the following as of the date of this Agreement and as of the Closing Date:

(a) Power and Authority. Seller is duly organized and validly existing under the laws of the state of its organization, has the power to own its property and carry on its business, has the power and authority to execute and deliver this Agreement and to consummate the transactions provided for herein, subject to approval of the Bankruptcy Court in the Chapter 11 Case.

(b) Execution and Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and legal binding obligation of Seller enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditor generally and to general principles of equity.

(c) Title to the Purchased Assets. Seller is the legal owner of the Purchased Assets, free and clear of any Interests (as defined below) other than those disclosed to Purchaser or incurred consistent with the Seller's ordinary course operations, in each case, except to the extent such failure to be the legal owner to such Purchased Assets would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(d) No Further Approvals. Subject to the entry of the Sale Order, and to Seller's knowledge, information and belief, no consent, authorization, order or approval of, or filing or registration with, any governmental commission, board or other regulatory body of the United States or any state or

political subdivision thereof is required for or in connection with the consummation by Seller of the transactions contemplated by this Agreement, except for such consents, authorizations, order or approvals of, or filings or registrations, of which the failure to obtain or do would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(e) No Union. To the best of Seller's knowledge, information and belief, Seller: (i) is not party to or bound by any collective bargaining or similar agreement with any labor organization; (ii) has no employees that are represented by any labor organization; (iii) is not the subject of any complaint pending before the National Labor Relations Board or similar state or local labor agency by or on behalf of any employee of Seller; and (iv) has no knowledge of any union organizing activities among the employees of Seller.

(f) No Litigation. As of the date hereof, there are no known pending, or to the knowledge of Seller, threatened in writing, material Claims or litigation against Seller with respect to the Purchased Assets, except as already disclosed to Purchaser.

(g) Limitations on Representations and Warranties. THE SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES OR STATEMENTS (INCLUDING BY OMISSION) OF ANY KIND OR NATURE EXPRESS OR IMPLIED (INCLUDING ANY RELATING TO THE FUTURE OR HISTORICAL FINANCIAL CONDITION, RESULTS OF OPERATIONS, PROSPECTS, ASSETS OR LIABILITIES OF SELLER OR THE QUALITY, QUANTITY OR CONDITION OF THE PURCHASED ASSETS) TO PURCHASER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY AND SPECIFICALLY SET FORTH IN SECTION 1.9 OF THIS AGREEMENT (SUCH REPRESENTATIONS AND WARRANTIES, COLLECTIVELY, THE "**FOUR CORNERS REPRESENTATIONS**"). PURCHASER IS ACQUIRING THE PURCHASED ASSETS ON AN "AS IS, WHERE IS" BASIS AND, EXCEPT AS SPECIFICALLY SET FORTH IN THE FOUR CORNERS REPRESENTATIONS, NONE OF THE SELLER NOR ANY OTHER PERSON, WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY, IS MAKING ANY REPRESENTATIONS, WARRANTIES, OR OTHER STATEMENTS (INCLUDING BY OMISSION) OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING SELLER, THE PURCHASED ASSETS OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) PURCHASER.

1.10 Representations and Warranties of Purchaser. Purchaser warrants and represents to Seller that the following statements contained in this Section are true, correct and complete as of the date of this Agreement and shall be true, correct and complete as of the Closing Date:

(a) Power. Purchaser is duly organized and validly existing under the laws of the state of its organization and has the power to own its property and carry on its business.

(b) Authority. Purchaser has all necessary power to execute and deliver this Agreement and to consummate the transactions provided for herein. The execution and delivery of this Agreement by Purchaser and the performance by it of the obligations to be performed hereunder have been duly authorized by all necessary and appropriate action. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and shall not conflict with, or result in a breach of, or constitute a default under the terms or conditions of Purchaser's entity documents and

agreements, any court or administrative order or process to which Purchaser is a party, any agreement or instrument to which Purchaser is a party or by which Purchaser is bound or any statute or regulation of any governmental agency.

(c) Execution and Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a valid and legal binding obligation of Purchaser enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditor generally and to general principles of equity.

(d) Financial Capability. Purchaser has sufficient unrestricted cash on hand to pay all amounts required to be paid by Purchaser pursuant to the terms of this Agreement (whether payable before, at or after the Closing), and all of its and its affiliates and representatives' fees and expenses incurred in connection with the transactions contemplated by this Agreement. Purchaser has no reason to believe that such available cash shall not be available. In no event shall the receipt by, or the availability of any funds or financing to, Purchaser or any of its affiliates be a condition to Purchaser's obligation to consummate the transactions contemplated hereunder.

(e) Purchaser's Acknowledgement. Purchaser acknowledges and agrees, on behalf of itself and each of its affiliates, that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of Seller, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser (i) has relied solely on the results of its own independent investigation and verification and the representations and warranties of Seller expressly and specifically set forth in the Four Corners Representations, and (ii) has not relied on the accuracy or completeness of any other information provided to (or otherwise acquired by) Purchaser. The representations and warranties of Seller expressly and specifically set forth in the Four Corners Representations, constitute the sole and exclusive representations, warranties, and statements (including by omission) of any kind of Seller in connection with the transactions contemplated by this Agreement, and all other representations, warranties, and statements (including by omission) of any kind or nature expressed or implied in connection with the transactions contemplated by this Agreement are specifically disclaimed by Seller including, for the avoidance of doubt, with respect to the accuracy or completeness of any other information provided to (or otherwise acquired by) Purchaser. Seller does not make or provide, and Purchaser and its affiliates hereby waive, any warranty or representation, express or implied, as to the quality, merchantability, fitness for a particular purpose, conformity to samples, or condition of the Purchased Assets or any part thereof. PURCHASER IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES, OR OTHER STATEMENTS (INCLUDING BY OMISSION) OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING SELLER, THE PURCHASED ASSETS OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) PURCHASER.

1.11 Delivery and Condition of the Purchased Assets.

(a) Purchaser agrees that it is purchasing and shall take possession of the Purchased Assets, free and clear of all Interests (hereafter defined) on an **AS IS, WHERE IS** basis, with all faults of any kind or nature, including latent or patent defects, and without other representations and warranties, express, implied or statutory, written or oral, of any kind, nature or description except as expressly provided herein.

1.12 Operating Covenants. Between the Execution Date and the Closing, the parties hereby covenant and agree, as the case may be, in each case subject to the limitations posed by the Chapter 11 Case, as follows:

(a) Except as (i) required by applicable law, (ii) required by order of the Bankruptcy Court or restricted pursuant to the Bankruptcy Code, the DIP Orders (hereafter defined) or the DIP Credit Agreement, as the case may be, or (iii) expressly required by this Agreement, during the period from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is terminated pursuant to Section 1.17), unless Purchaser otherwise consents in writing, Seller shall (i) continue to operate their Business and the Purchased Assets in compliance with all laws and pay all of their respective post-petition obligations in the ordinary course of business in compliance with and as contemplated by the DIP Budget, (ii) use its commercially reasonable efforts to preserve substantially intact their goodwill and relationships with employees, suppliers, vendors, licensors, licensees, distributors, consultants, customers, and other Persons, in each case, having material relationships with Seller (other than making any payment of any pre-petition claim except as approved by the Bankruptcy Court and as contemplated in the DIP Budget), (iii) use commercially reasonable efforts not to take, or agree to or commit to assist any other Person in taking, any action (x) that would reasonably be expected to result in a failure of any of the conditions to the Closing or (y) that would reasonably be expected to impair the ability of Seller or Purchaser to consummate the Closing in accordance with the terms hereof or to materially delay such consummation, and (iv) shall make all post-petition payments related to Designated Contracts (other than Cure Costs) that become or became due or payable pursuant to the terms thereof to the extent provided in the DIP Budget.

(b) Seller agrees to maintain the Books and Records in a complete and accurate manner on a basis consistent with its past bookkeeping and accounting practices.

(c) Seller agrees to pay all sales Taxes payable by Seller that become due prior to Closing, as and when due, or as soon thereafter as is practicable, which may in any way affect or relate to the Purchased Assets.

1.13 Bankruptcy Actions

(a) Seller shall have commenced the Chapter 11 Case no later than April 14, 2025 (the actual date of the commencement of the Chapter 11 Case, the "**Petition Date**").

(b) On or around the Petition Date, Seller shall file a motion with the Court (the "**Sale Motion**") seeking approval to sell substantially all of Seller's assets pursuant to the Bidding Procedures Order and to schedule a hearing to approve the sale (the "**Sale Hearing**").

(c) Bidding Procedures. The bidding procedures to be employed with respect to this Agreement shall be those reflected in the Bidding Procedures Order. Seller, including through its representatives, is and may continue soliciting inquiries, proposals or offers from third parties in connection with any alternative transaction pursuant to the terms of the Bidding Procedures Order.

(d) From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Section 1.17, and (ii) the Closing Date, Seller shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sale Order.

(e) Seller and Purchaser shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other or required by the Bankruptcy Court in connection with the Asset Sale, and (ii) keep the other reasonably apprised of the status of material matters related to the

Agreement, including promptly furnishing the other with copies of all notices or other communications received by Seller from the Bankruptcy Court with respect to the Asset Sale.

(f) Seller and Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher and better bids and Bankruptcy Court approval. Seller must act in good faith and take reasonable steps to demonstrate that it has sought to obtain the highest or otherwise best price for the Purchased Assets, including giving notice thereof to the creditors of Seller and other interested parties, providing information about Seller and the Business to prospective bidders, entertaining higher and better offers from such prospective bidders, and, if additional qualified prospective bidders desire to bid for the Purchased Assets, conducting an Auction (hereinafter defined) as provided under the Bidding Procedures.

(g) Sale Order. At the Sale Hearing, Seller will seek the entry of an order, in form and substance acceptable to Purchaser (the "**Sale Order**") with the assumption Purchaser is the successful bidder pursuant to the Bidding Procedures. The Sale Order shall include, among other findings and determinations: (i) approval of the Agreement pursuant to Sections 105, 363 and 365 of the Bankruptcy Code; (ii) a determination Purchaser is a good-faith buyer pursuant to Section 363(m) of the Bankruptcy Code; (iii) determinations that the Purchase Price constitutes fair saleable value and is reasonably equivalent value for the Purchased Assets; (iv) a determination that the Purchased Assets are being sold and conveyed to Purchaser free and clear of any and all liens, Claims, interests and encumbrances of any kind or nature (collectively, "**Interests**"); (v) find that Purchaser has provided adequate assurance (as that term is used in Section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Designated Contracts and (vi) a determination that Purchaser is not a successor or alter ego of Seller and grant Purchaser the protections of Section 363(m) of the Bankruptcy Code.

(h) Bankruptcy Filings. From and after the date hereof and until the Closing Date, Seller shall use commercially reasonable efforts to deliver to Purchaser, at least two (2) Business Days in advance (or as far in advance as reasonably practicable), drafts of any and all material pleadings, motions, notices, statements, schedules, applications, reports and other papers to be filed or submitted in connection with this Agreement for Purchaser's prior review and comment, and such filings shall be acceptable to Purchaser to the extent they relate to the Purchased Assets, any Assumed Liabilities or any of Purchaser's obligations hereunder; *provided that*, to the extent it is not practicable to so provide, Seller will provide copies as soon as possible and in any event prior to filing any such pleadings, motions, notices, statements, schedules, applications, reports and other papers to be filed or submitted in connection with this Agreement. Seller agrees to prosecute the entry of the Bidding Procedures Order and the Sale Order. If the entry of the Bidding Procedures Order or the Sale Order shall be appealed, Seller shall defend such appeal. Seller shall comply with all notice requirements (i) of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, or (ii) imposed by the Bidding Procedures Order or the Sale Order, in each case, in connection with any pleading, notice or motion to be filed in connection herewith.

(i) Expense Reimbursement and Auction. Seller agrees to seek approval by the Bankruptcy Court of expense reimbursement for reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel) incurred by Purchaser in connection with the negotiation, diligence, execution, performance and enforcement of this Agreement (the "**Expense Reimbursement**") which shall be payable by Seller by wire transfer of immediately available funds within three (3) Business Days following termination of this Agreement by Purchaser in accordance with Sections 1.17(a)(i), 1.17(a)(ii), 1.17(a)(iv), 1.17(a)(v), 1.17(a)(vi), 1.17(a)(vii) or 1.17(a)(x). The claim of Purchaser in respect of the Expense Reimbursement is and constitutes an allowed administrative expense claim against Seller under Sections 503 and 507(b) of the Bankruptcy Code in the Chapter 11 Case. Purchaser shall be entitled to bid the Expense Reimbursement at the Auction. Purchaser agrees to be the backup bidder at the Auction if it is the next highest bid to the successful bid.

1.14 Change of Name. Following the Closing, and in any event, within twenty (20) days thereafter, the Seller shall (a) discontinue the use of its current name (and any other trade names or "d/b/a" names currently utilized by Seller or the Business); (b) take such corporate and other actions necessary to change its company name to one that is not similar to, or confusing with, its current names, including preparing, executing and delivering to Purchaser any necessary filings required by the laws of the state of its organization and each other state in which it is authorized to do business (which is California), which filings shall be made by the Seller; provided, that the Seller shall thereafter provide evidence of such filings to the Purchaser; (c) shall not subsequently change its name to or otherwise use or employ any names that include the word "Viridos" or any other derivation of the name which could potentially lead to confusion of the assigned intellectual property, or other names used by the Seller or its affiliates prior to, or after, the Closing without the prior written consent of Purchaser; and (d) prepare and file a motion in connection with the Chapter 11 Case to cause the name of the Seller in the caption of the Chapter 11 Case to be changed to the new name of the Seller.

1.15 Tax Cooperation. Each of Purchaser, on the one hand, and the Seller, on the other hand, shall cooperate fully, as and to the extent reasonably requested, in connection with the preparation and filing of Tax returns and any audit, litigation or other proceeding with respect to Taxes and shall furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Business as is reasonably necessary for filing of all Tax returns, including any Claim for exemption or exclusion from the application or imposition of any Taxes, the preparation for any audit by any governmental authority and the prosecution or defense of any Claim relating to any Tax return.

1.16 Notification of Certain Matters. To the extent permitted by applicable law, Seller will give prompt written notice to Purchaser of (a) the existence of any material fact or circumstance, or the occurrence of any Material Adverse Event, of which it has knowledge that would reasonably be likely to cause any condition of a party hereunder to not be satisfied as of any date, (b) the receipt of any notice or other communication from a third party alleging, or any subsequent realization or discovery, that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement; (c) the receipt of any notice or other communication from any governmental authority in connection with the transactions contemplated by this Agreement, (d) the commencement of any claims with respect to this Agreement, or any of the assets subject to the purchase contemplated hereby, or (e) the existence of any other fact or circumstance, or the occurrence of any other event, of which it has knowledge that would reasonably be likely to prevent or materially delay the transactions contemplated by this Agreement.

1.17 Termination; Remedies.

(a) The Agreement may be terminated, in writing, prior to the Closing Date:

(i) by Purchaser if Seller accepts a higher or better bid for the Purchased Assets pursuant to the Bidding Procedures and closes such alternative transaction;

(ii) by Purchaser, if Seller shall have materially breached any representation or warranty, or failed to materially comply with any covenant or agreement applicable to Seller that in each case would, if occurring or continuing on the Closing Date, cause any such covenant or agreement not to be satisfied and such breach or failure to perform has not been cured on or prior to the date that is five (5) Business Days from the date that Seller is notified in writing by Purchaser of such breach or failure to perform; provided, however, that the right to terminate this Agreement under this Section 1.17(a)(ii) shall not be available to Purchaser if Purchaser is then in material breach of any representation, warranty, covenant or agreement contained in this Agreement;

(iii) by Seller, if Purchaser shall have materially breached any representation or warranty or failed to materially comply with any covenant or agreement applicable to Purchaser that in each case would, if occurring or continuing on the Closing Date, cause any such covenant or agreement not to be satisfied and such breach or failure to perform has not been cured on or prior to the date that is five (5) Business Days from the date that Purchaser is notified in writing by Seller of such breach or failure to perform; provided, however, that the right to terminate this Agreement under this Section 1.17(a)(iii) shall not be available to Seller if Seller is then in material breach of any covenant or agreement contained in this Agreement;

(iv) by Purchaser, if a motion is filed in the Chapter 11 Case seeking (i) to dismiss the Chapter 11 Case or convert the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code, or (ii) to appoint a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller in the Chapter 11 Case, in either clauses (i) or (ii) which is not withdrawn or dismissed within 15 days from filing;

(v) by Purchaser, if an order of the Bankruptcy Court is entered (i) dismissing the Chapter 11 Case or converting the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code, or (ii) appointing a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller in the Chapter 11 Case;

(vi) by Purchaser, upon occurrence of an Event of Default (as defined in the DIP Credit Agreement);

(vii) by Purchaser, if for any reason (including an Order of the Bankruptcy Court), Purchaser is legally prohibited, pursuant to Section 363(k) of the Bankruptcy Code or otherwise, to credit bid up to the full amount of the Credit Bid in satisfaction of any portion of the Purchase Price (other than the Cure Costs) as set forth in Section 1.4;

(viii) By mutual written consent of Seller and Purchaser;

(ix) By any party in the event that any Governmental Authority of competent authority and jurisdiction shall have issued an order or judgment or enacted a law that permanently enjoins or otherwise makes illegal or prohibits the Asset Sale pursuant to this Agreement; and

(x) By Purchaser or Seller, if the sale hereunder is not consummated by the Closing Date.

(b) Effects of Termination.

(i) Purchaser shall be entitled to the Expense Reimbursement if Purchaser terminates this Agreement pursuant to Sections 1.17(a)(i), 1.17(a)(ii), 1.17(a)(iv), 1.17(a)(v), 1.17(a)(vi), 1.17(a)(vii) or 1.17(a)(x) of this Agreement and if Seller terminates this Agreement pursuant to Section 1.17(x).

(ii) If this Agreement is terminated by the parties pursuant to Sections 1.17(a)(viii), or 1.17(a)(ix), all rights and obligations of the parties under this Agreement shall terminate without any liability of any party.

(iii) If this Agreement is terminated by Seller pursuant to Section 1.17(a)(iii), Seller shall have all rights and remedies available to it against Purchaser at law and in equity.

(iv) Nothing in this Agreement shall relieve any party from liability for Fraud (as determined by a court of competent jurisdiction pursuant to a final, non-appealable order) occurring prior to termination, in which case the aggrieved party shall be entitled to all rights and remedies available at law or in equity.

1.18 No Survival. The representations, warranties, covenants and agreements (other than those covenants and agreements that by their express terms are to be performed after the Closing) contained in this Agreement or in any document or certificate delivered pursuant hereto shall not survive beyond the Closing or termination of this Agreement and there shall be no liability in respect thereof, whether such liability has accrued prior to or after the Closing, on the part of any party hereto, its respective affiliates or any of their respective officers, directors, managers, agents or other representatives.

1.19 Limitation of Liability. No Party nor any of its respective affiliates, officers, directors, employees, agents, representatives, successors and assigns shall be liable to any other party or its respective affiliates, officers, directors, employees, agents, representatives, successors and assigns, whether in contract, tort, negligence, indemnity, strict liability or otherwise, for any punitive, special, indirect, incidental or consequential damages or for lost profits in connection with or arising out of or relating to the performance, nonperformance or breach of this Agreement or any obligations arising hereunder.

1.20 Miscellaneous

(a) Amendment and Severability. This Agreement may only be amended by a written agreement of Seller and Purchaser after the filing of the Chapter 11 Case. If any provision, clause or part of this Agreement or the application thereof under certain circumstances, is thought to be invalid, the remainder of this Agreement, or the application of each provision, clause or part under other circumstances, shall not be affected thereby.

(b) Governing Law. This Agreement shall be governed by and subject to the laws of the State of Delaware without regard to its conflicts of laws principles.

(c) Waiver. The failure of any party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

(d) Notices. Any notice to be given hereunder shall be deemed sufficient if in writing and delivered:

In the case of Purchaser, to:

Breakthrough Energy Ventures II, L.P.

250 Summer Street, Suite 402
Boston, MA 02210 Attention: Karl White
E-mail: Karl@b-t.energy

With copy to (which shall not constitute notice):

Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, NY 10017
Attention: Brian E. Greer, Esq. and Jeffrey M. Wolf, Esq.
Email: greerb@gtlaw.com; Jeffrey.wolf@gtlaw.com

In case of the Seller to:

Viridos, Inc.
11149 North Torrey Pines Road
La Jolla, CA 92037
Attention: Eric Moellering
Email: emoellering@viridos.com

With copy to (which shall not constitute notice):

Womble Bond Dickinson
1313 North Market Street
Suite 1200
Wilmington, DE 19801
Attention: Matthew P. Ward, Esq. and Morgan L. Patterson, Esq.
Email: matthew.ward@wbd-us.com and morgan.patterson@wbd-us.com

To be effective, all notices must be sent to the addresses or email addresses specified above.

(e) Exclusive Jurisdiction. From and after the filing of the Chapter 11 Case, the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby. In all claims, actions, classes of action, suits and proceedings relating to the foregoing shall be filed and maintained only in the Bankruptcy Court and the parties hereby consent to the jurisdiction of the Bankruptcy Court.

(f) Enforcement. The Parties agree that all costs incurred to enforce the terms of this Agreement, including but not limited to reasonable attorneys' fees, shall be paid by the party found in violation of this Agreement, by a court of competent jurisdiction, to the non-violating party.

(g) Counterparts; Electronic Execution. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto. This Agreement may be executed electronically, by facsimile, emailed documents (including transmission of a pdf document) and the like.

(h) Further Assurances;

(i) From time to time from and after the Execution Date, including following Closing, the Seller and/or Purchaser, as the case may be, shall each execute, acknowledge and deliver such additional documents or instruments and take such other action as the Seller and/or

Purchaser, as the case may be, may reasonably request to more effectively accomplish the transactions contemplated by this Agreement.

(ii) If, after the Closing, the Seller is in possession of any Purchased Asset, then the Seller shall promptly remit, transfer, deliver or assign, or cause its applicable affiliate to remit, transfer, deliver or assign, such Purchased Asset to Purchaser or its designated affiliate (and Purchaser or its designated affiliate shall accept any such asset), for no additional consideration. Until the remittance, transfer, delivery or assignment of any such Purchased Asset is effected, the Seller shall use commercially reasonable efforts to, or shall cause its applicable affiliate to use commercially reasonable efforts to, preserve the value of, and hold in trust for the use and benefit of, Purchaser or its designated affiliate, such Purchased Asset and provide to Purchaser or its designated affiliate all of the benefits arising from such Purchased Asset and otherwise cause such Purchased Asset to be used as reasonably instructed by Purchaser or its designated affiliate.

(iii) If, after the Closing, the Purchaser or any of its affiliates receives funds relating to any Excluded Asset, then the Purchaser shall promptly remit, transfer, deliver or assign, or cause its applicable affiliate to remit, transfer, deliver or assign, such funds to Seller for no additional consideration. Until the remittance, transfer, delivery or assignment of any such funds is effected, the Purchaser shall, or shall cause its applicable affiliate to, preserve the value of, and hold in trust for the use and benefit of Seller, such funds and provide to the Seller all of the benefits arising from such funds and otherwise cause such funds to be used as reasonably instructed by Seller.

(i) Benefit. This Agreement shall be binding upon and inure to the benefit and burden of and shall be enforceable by each of the Parties and their respective successors and permitted assigns. This Agreement may not be assigned by the Purchaser prior to the Closing, provided, however, that Purchaser may assign this Agreement during, or after, the Closing without the written consent of the Seller.

(j) Confidentiality. The terms of this Agreement and its existence shall remain confidential until such time as when Court approval of the Asset Sale is sought. Notwithstanding the foregoing, prior to Closing, with the prior written consent of Seller, Purchaser shall be authorized to communicate with customers, vendors, employees, and other third parties. From and after the Closing, the Seller shall, and the Seller shall direct its affiliates and its and their respective employees, directors, officers, managers, advisors, agents and other representatives to, keep confidential and not use any information regarding the Purchased Assets, the Assumed Liabilities, the Business and Purchaser; provided, that such non-public information may be disclosed as and only to the extent, as reasonably determined by legal counsel, may require in connection with the Chapter 11 Case.

(k) Specific Performance. Each party agrees that in the event of a breach of this Agreement by such party, or by performance not in accordance with the specific terms of this Agreement, money damages will be inadequate, and the other party may have no adequate remedy at law. Accordingly, each party agrees that the other party shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the other party's obligations hereunder not only by an action or actions for damages but also by an action or actions for equitable relief, including injunction and specific performance. If any such action is brought by a party to enforce this Agreement, each other party, as applicable, hereby waives the defense that there is an adequate remedy at law or the requirement for the posting of any bond or similar security.

(l) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than parties hereto and their respective successors and permitted assigns;

provided, that at any time post-Closing BEV may designate and assign all of its rights hereunder to an entity to be formed by BEV, which shall then become the "Purchaser" hereunder.

(m) Expenses. Except as otherwise expressly provided herein, each of the parties hereto shall pay all of its own fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees, costs and expenses) incurred in connection with the negotiation of this Agreement, and the consummation of the transactions contemplated hereby.

(n) Certain Definitions. The following terms have the meanings specified in this Section 1.19(n):

(i) "**Auction**" shall have the meaning ascribed to such term in the Bidding Procedures Order.

(ii) "**Bidding Procedures**" means the bidding procedures attached as Exhibit [_] to the Bidding Procedures Order acceptable in form and substance to Purchaser, as may be amended and supplemented from time to time, and as approved by the Bankruptcy Court.

(iii) "**Bidding Procedures Order**" means an order entered by the Bankruptcy Court pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code in form and substance acceptable to Purchaser that, among other things: (a) authorizes and schedules the Auction, if any; (b) approves procedures for the submission of bids for the sale of the Purchased Assets; (c) schedules a hearing to consider approval of the Asset Sale; (d) approves the form and manner of notice of the Auction procedures and Sale Hearing; (e) approves the Expense Reimbursement; and (f) approves this Agreement as the stalking horse agreement.

(iv) "**Business**" means the business and operations of Seller as conducted immediately prior to the date hereof.

(v) "**Business Day**" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in the state of Delaware.

(vi) "**Claim**" means all actions, claims, counterclaims, suits, proceedings, rights of action, causes of action, liabilities, losses, damages, remedies, penalties, judgments, settlements, costs, expenses, fines, disbursements, demands, reasonable costs, fees and expenses of counsel, including in respect of investigation, interest, demands and actions of any nature or any kind whatsoever, known or unknown, disclosed or undisclosed, accrued or unaccrued, matured or unmatured, choate or inchoate, legal or equitable, and arising in tort, contract or otherwise, including any "claim" available under the Laws.

(vii) "**DIP Budget**" shall have the same meaning as the term "Approved Budget" as defined in the DIP Order.

(viii) "**DIP Orders**" means as of any date of determination (i) the Interim DIP Order that is anticipated to be entered by the Bankruptcy Court on or before April [●], 2025 in connection with the DIP Facility and in form and substance acceptable to Purchaser (the "Interim DIP Order") and (ii) the Final DIP Order that is anticipated to be entered by the Bankruptcy Court on or before [●], 2025 in connection with the DIP Facility and in form and substance acceptable to Purchaser.

(ix) "**Fraud**" means an act in the making of a specific representation or warranty expressly set forth Sections 1.9 and 1.10 of this Agreement, committed by the party making such express representation or warranty, with intent to deceive another party, and to induce him, her or it to enter into this Agreement and requires: (a) an intentional false representation of material fact expressly set forth in the representations and warranties set forth in this Agreement; (b) actual knowledge that such representation is false (as opposed to any fraud claim based on constructive knowledge, negligent or reckless misrepresentation or a similar theory); (c) a specific intention to induce the party to whom such representation was made to act or refrain from acting in reliance upon it; (d) causing that party, in justifiable reliance upon such false representation and with ignorance to the falsity of such representation, to take or refrain from taking action; and (e) causing such party to suffer damage by reason of such reliance; provided, however that Fraud shall not include any equitable fraud, constructive fraud, promissory fraud, negligent misrepresentation, extracontractual fraud, unfair dealings or any tort (including any claim for fraud) based on negligence or recklessness. A claim for Fraud may only be made against the party committing such Fraud.

(x) "**Governmental Authority**" means any United States or foreign federal, state, provincial or local government or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government or political subdivision, and any supranational organization of sovereign states exercising such functions for such sovereign states.

(xi) "**knowledge of the Seller**" or "**Seller's knowledge**" means the actual knowledge of Eric Moellering.

(xii) "**Loss**" means any and all liability, loss, damage, claim, expense, cost, fine, fee, penalty, obligation or injury including, without limitation, those resulting from any and all actions, suits, proceedings, demands, assessments, judgments, award or arbitration, together with reasonable costs and expenses including the reasonable attorneys' fees and other legal costs and expenses relating thereto.

(xiii) "**Material Adverse Effect**" means any material change, effect, event, occurrence, state of facts or development that would reasonably be expected to be, or has been, materially adverse to the financial condition, results of operations, assets or liabilities of the Company, taken as a whole; provided, however, that none of the following shall be deemed, either alone or in combination, to constitute, and none of the following, nor any change, effect, event, occurrence, state of facts or development arising out, relating to, based upon, or in connection with, of any of the following, shall be taken into account in any respect in determining whether there has been, will be, would or could be, or could or would reasonably be expected to have or result in, a Material Adverse Effect: (a) any failure by the Seller to meet any internal or published projections, forecasts, or revenue or earnings predictions; (b) any adverse change, effect, event, occurrence, state of facts or development to the extent attributable to the announcement, pendency or consummation of the transactions contemplated by this Agreement (including any change, termination or disruption in landlord, vendor, supplier, distributor, partner or similar relationships, or any loss of employees); (c) any adverse change, effect, event, occurrence, state of facts or development attributable to conditions affecting (i) the industries in which the Seller participates (including industries from which the Seller obtains or purchases supplies or raw materials for use in its products or services, or fluctuating conditions or pricing resulting from cyclicality, seasonality, shortages or weather patterns affecting the Seller, including its customers and vendors), (ii) national, regional, local, international or global economies in general (including securities, financial, currency, banking, capital or credit markets of the United States or elsewhere in the world in general and including any disruption thereof and any decline in the price of any security or market index), or (iii) legal, regulatory or political requirements or conditions in the

United States or elsewhere in the world in general; (d) any adverse change, effect, event, occurrence, state of facts or development resulting from or relating to compliance with the terms of, or the taking of any action required or permitted by, this Agreement; (e) any adverse change, effect, event, occurrence, state of facts or development arising from or relating to any change in GAAP or other accounting requirements or principles or any change in applicable laws or the interpretation or enforcement of any of the foregoing; (f) any adverse change, effect, event, occurrence, state of facts or development arising in connection with hostilities, acts of war, sabotage, cyberattacks, data breaches, or terrorism (including cyber terrorism) or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway; (g) the effect of any action taken by Purchaser or any of its affiliates with respect to the transactions contemplated hereby, or the financing thereof, or with respect to the Seller; (h) any adverse change, effect, event, occurrence, state of facts or development arising relating to actions required to be taken under applicable laws, contracts, or the interpretation or enforcement thereof; (i) disease outbreaks, epidemics, pandemics or public health emergencies; or (j) any "act of God", weather, hurricanes, floods, earthquakes, droughts, heat-waves or any other natural disaster or man-made disaster or other local, regional, national or international calamity or other force majeure events, except, in the case of each of the foregoing clauses (c)(i), (e), (f), or (i) to the extent such change, effect, event occurrence, state of facts or development has had or would be reasonably be expected to have a disproportionate impact on the Seller compared to other participants engaged in the industry in which the Seller operates.

(xiv) "**Person**" means any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust or company (including any limited liability company or joint stock company) or other similar entity, including a governmental authority or entity.

(xv) "**Taxes**" means (a) all forms of taxation imposed by any governmental authority, including all United States federal, state or local and foreign taxation (including income, value added, occupation, real and personal property, social security (or similar), gross receipts, sales, use, ad valorem, franchise, profits, license, withholding, payroll, employment, unemployment, excise, severance, occupation, premium, windfall profits, estimated, alternative, add-on minimum and other taxes, charges, levies, duties, impositions, or other governmental assessments of any kind whatsoever, including stamp duty, customs and other import or export duties), (b) any interest, penalties or additions to tax with respect to any item described in the preceding clause and (z) any liability to indemnify, assume or succeed to the liability of another Person with respect to any item described in clauses (a) or (b), including as a result of being a member of any consolidated, combined, unitary or other similar Tax group or under any law or by equity, contract, agreement, assumption, transferee or successor liability.

(o) Interpretation. The Seller and Purchaser have participated jointly in the negotiation and drafting of this Agreement and the other agreements, documents and instruments executed and delivered in connection herewith with sophisticated counsel. In the event an ambiguity or question of intent or interpretation arises, this Agreement and the agreements, documents and instruments executed and delivered in connection herewith shall be construed as if drafted jointly by the Seller and Purchaser and no presumption or burden of proof shall arise favoring or disfavoring either the Seller or Purchaser by virtue of the authorship of any provisions of this Agreement and the agreements, documents and instruments executed and delivered in connection herewith. Except as otherwise explicitly specified to the contrary herein, (i) the word "including" shall mean "including without limitation" regardless of whether such words are included in some contexts but not others, (ii) the use in this Agreement of the masculine pronoun in reference to a party hereto shall be deemed to include the feminine or neuter, and vice versa, as the context may require, (iii) when calculating the period of time before which, within which or following which, any act is to be done or step taken under this Agreement, the date that is the reference date in calculating such

period will be excluded, (iv) any period of time hereunder ending on a day that is not a Business Day shall be extended to the next Business Day, (v) the words "year" or "years", unless otherwise indicated, is deemed to refer to a calendar year, (vi) the word "will" shall be construed to have the same meaning and effect as the word "shall", (vii) "writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form, (viii) any reference to any law also refers to all rules and regulations promulgated thereunder, in each case as amended, modified, codified, replaced or reenacted, in whole or in part, (ix) instances of "extent" in the phrase "to the extent" are deemed to mean the degree to which a subject or other thing extends, and such phrase does not mean simply "if", (x) the word "or" in this Agreement shall mean "and/or", (xi) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole and not to any particular Section or paragraph hereof, (xii) each accounting term used herein that is not specifically defined herein has the meaning given to it under GAAP, (xiii) references to "$" shall mean United States dollars and (xiv) the word "any" means "any and all".

[Remainer of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

PURCHASER: **BREAKTHROUGH ENERGY VENTURES II, L.P.**

Signed by:
Carmichael Roberts
174CC0DB9D264F6...

Name: Carmichael Roberts

Title: Member

SELLER: **VIRIDOS, INC.**

DocuSigned by:
Eric Moellering
B6122B35D7584D5...

Name: Eric Moellering

Title: Co-Chief Executive Officer

SCHEDULE 1

PURCHASED ASSETS

All assets, properties, claims and rights (of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, accrued, contingent or otherwise, wherever located and regardless of whether reflected on the Seller's books and records) other than the Excluded Assets (as defined on Schedule 2). Without limiting the generality of the foregoing, the Purchased Assets shall include, without limitation, the following:

(a) Cash. All cash and cash equivalents, including all bank accounts and lockboxes in excess of amounts permitted under the DIP Budget.

(b) Personal Property. All owned equipment, machinery, tools, tooling, jigs, molds, dies, furniture, fixtures, computers, vehicles, supplies, and other personal property.

(c) Intellectual Property. All patents, patent applications, trademarks, trademark applications, service marks, trade names corporate names, copyrights, copyright applications, trade secrets, rights in software, computer programs and source code, websites (including all URLs and website files, content and infrastructure and other related rights), domain names, intellectual property licenses, formulas, systems, processes, techniques, know-how, employee agreements and covenants respecting intellectual property, causes of action (including all Claims for infringement) related to intellectual property, trade secrets, telephone, telex and facsimile numbers and other directory listings, and other intellectual property rights, including any items under development (the "**IP**").

(d) Inventory. All inventories of raw materials, work-in-process, finished goods and supplies (the "**Inventory**").

(e) Books and Records. All files, records, books, supplier, dealer and customer lists, work orders, credit information and correspondence, operating data, drawings, plans, designs, financial information, sales and marketing information and all other records and documents related to the other Purchased Assets (the "**Books and Records**").

(f) Prepaid Assets. All prepaid rent, utilities, deposits and other prepaid items.

(g) Licenses and Permits. All government licenses, approvals, permits and authorizations (and any applications for the foregoing), to the extent they are assignable (the "**Permits**").

(h) Intangible Assets. All goodwill, confidential information, telephone numbers, fax numbers and other intangible assets of any kind or nature (the "**Intangible Assets**").

(i) Contracts. All of the Seller's rights, title and interest in and to the Designated Contracts, including all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property that are Designated Contracts.

(j) Warranties. All rights of the Seller to the warranties, express or implied, received from third parties to the extent related to the Purchased Assets.

(k) Refund Claims. All refund claims, including insurance and Tax refunds.

(l) Accounts Receivable. All accounts receivable.

(m) Estate Claims. All claims or causes of action available to Seller including (i) avoidance actions under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable law and (ii) claims and causes of action against (1) any of Seller's vendors, suppliers, employees, customers or trade creditors in regards or related to the Purchased Assets; (2) any of Seller's counterparties under any Designated Contracts and (3) any affiliates of any of the Persons listed in clauses (i) and (ii).

This Schedule may be updated by the Parties until the Closing.

SCHEDULE 2

EXCLUDED ASSETS

1 All Cash and cash equivalents up to the amounts set forth in the DIP Budget.

2 All rights under any life insurance policies owned by the Seller, including the cash surrender value of those policies, or relating to the Purchased Assets.

3 The Seller's minute books, and organizational expenses on the Seller's books.

4 Any customer owned inventory or property.

5 Personal property owned by employees.

6 The Seller's rights under this Agreement.

7 All rights, title and interest in and to any contracts, leases or purchase orders other than the Designated Contracts.

8 Employee pension benefit plans and employee welfare benefit plans maintained by the Seller and the assets thereof.

This Schedule may be updated by the Parties until the Closing.