United States Bankruptcy Court
Southern District of Texas
ENTERED
November 04, 2025
Nathan Ochsner, Clerk

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

In re:	Chapter 11
Partners Pharmacy Services, LLC, *et al.*,[1]	Case No. 25-34698 (CML)
Debtors.	(Jointly Administered)

ORDER (A) APPROVING THE SALE OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion for Entry of Orders (I)(A) Approving Bid Procedures, (B) Designating Stalking Horse Bidder, (C) Scheduling an Auction, Related Deadlines, and a Sale Hearing, and (D) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets, (B) Approving the Assumption and Assignment of Certain Contracts, and (C) Granting Related Relief* [Docket No. 54] (the "Motion"),[2] filed by the debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases; and the Court having considered this Court's prior order, dated September 15, 2025 [Docket No. 118] (the "Bid Procedures Order"), approving procedures for the sale of the Assets (the "Bid Procedures") and granting related relief; and CS One, LLC or a newly-formed special purpose entity designee (as applicable, the "Purchaser") having submitted the highest or best bid for the Purchased Assets (as

[1] The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Arrow Envoy Holdings, LLC (5695); Arrow Pharmacy Holdings, LLC (0080); Partners of Connecticut, LLC (1828); Partners of Massachusetts, LLC (2604); Partners of New York, LLC (0039); Partners of Pennsylvania, LLC (0841); Partners Pharmacy of Florida, LLC (9364); Partners Pharmacy of Maryland, LLC (0961); Partners Pharmacy of Texas, LLC (2017); Partners Pharmacy of Virginia, LLC (6232); Partners Pharmacy Services, LLC (9038); Partners Pharmacy Shell Point, LLC (1616); Partners Pharmacy, L.L.C. (4578); and Solutions Homecare, L.L.C. (1583). The Debtors' service address in these chapter 11 cases is 173 Bridge Plaza North, Fort Lee, NJ 07024.

[2] Capitalized terms used but not defined in this Order shall have the meanings ascribed to such terms in the Motion or in the Bid Procedures, as applicable.

defined below), which was declared the Successful Bid for the Purchased Assets pursuant to the Bid Procedures; and this Court having conducted a hearing to consider the Sale and the transactions contemplated under the Stalking Horse APA (the "Transactions") on October 22, 2025 and October 27, 2025 (the "Sale Hearings"), at which all interested parties were offered an opportunity to be heard with respect to the Sale and the Transactions; and this Court having reviewed and considered: (i) the Motion and the exhibits thereto, (ii) the Stalking Horse APA, whereby the Debtors have agreed, among other things, to sell the Purchased Assets to the Purchaser, including certain executory contracts and unexpired leases of the Debtors that will be assumed and assigned to the Purchaser (the "Assigned Contracts"), on the terms and conditions set forth in the Bid Procedures Order, this Order, the Stalking Horse APA, and any ancillary or supplemental documents executed in connection therewith, (iii) the First Day Declaration[3] and the Sale Declarations,[4] (iv) the objections and reservations of rights filed or informally raised by parties in interest (collectively, the "Objections")[5], (v) the Debtors' omnibus reply to the Objections and CS One, LLC's joinder thereto,[6] and (vi) the arguments of counsel made, and the evidence proffered and adduced, at the Sale Hearings; and due notice of the Motion and this Order having been provided; and all objections to the Sale, the Transactions, and this Order having been withdrawn, resolved, or overruled on the merits; and it appearing that the relief requested in the Motion is in

[3] *Declaration of Ronald M. Winters in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 13].

[4] The "Sale Declarations" refers, collectively, to the *Declaration of Craig D. Warznak in Support of the Debtors' Motion for Entry of Order (A) Approving the Sale of the Debtors' Assets, (B) Approving the Assumption and Assignment of Certain Contracts, and (C) Granting Related Relief* [Docket No. 192] and the *Declaration of Harvey L. Tepner in Support of the Debtors' Motion for Entry of Order (A) Approving the Sale of the Debtors' Assets, (B) Approving the Assumption and Assignment of Certain Contracts, and (C) Granting Related Relief* [Docket No. 196].

[5] For the avoidance of doubt, the Objections includes the *Objection of the Official Committee of Unsecured Creditors Regarding the Proposed Sale of the Debtors' Assets* [Docket No. 178], as amended at Docket No. 199.

[6] *Debtors' Omnibus Reply to Objections to the Sale Motion* [Docket No. 191]; *Joinder of CS One, LLC to Debtors' Omnibus Reply to Objections to the Sale Motion* [Docket No. 193].

the best interests of the Debtors, their estates, their creditors, and all other parties in interest in these chapter 11 cases; and this Court having found that the Debtors' notice of the Sale and opportunity for a hearing on the Sale, including the adequacy of the Sale Notice and the Assumption Notices (each as defined below), were appropriate and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearings establish just cause for the relief granted herein; and upon the record of the Sale Hearings and these chapter 11 cases; and after due deliberation and sufficient cause appearing therefor; and for the reasons stated on the record at the Sale Hearings, it is **FOUND AND DETERMINED THAT**:

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. **Jurisdiction and Venue**. This Court has jurisdiction over this matter and over the property of the Debtors' estates, including the Purchased Assets to be sold, transferred, and conveyed under the Stalking Horse APA, pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Court may enter a final order hereon under Article III of the United States Constitution. Venue of these chapter 11 cases and approval of the Sale and the Transactions

contemplated by the Stalking Horse APA is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Statutory and Rule Predicates**. The bases for the relief requested are: (i) sections 105, 363, 365, 503, and 507 of title 11 of the United States Code (the "Bankruptcy Code"), (ii) Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008 and 9014, and (iii) rules 2002-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Local Rules"), and the Procedures for Complex Cases in the Southern District of Texas.

D. **Opportunity to Object**. Proper, timely, adequate, and sufficient notice of, and a reasonable opportunity to object or otherwise to be heard regarding the Sale Notice, the Assumption Notices, the Sale Hearings, the assumption and assignment of the Assigned Contracts, the Sale, and the Transactions contemplated by the Stalking Horse APA have been provided in accordance with sections 102(1) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9008, and 9014, the Local Rules, the procedural due process requirements of the United States Constitution, and in compliance with the Bid Procedures Order. The Debtors also gave due and proper notice of the potential assumption and assignment of each Assigned Contract available to be assumed by the Debtors and assigned to the Purchaser to each non-debtor party under each such Assigned Contract (collectively, the "Non-Debtor Counterparties") as reflected on that certain *Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* filed on September 26, 2025 (Docket No. 139) (the "First Assumption Notice"), as amended by that certain *Amended Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* filed on October 8, 2025 (Docket No. 153) (the "Amended Assumption Notice," and together with the First Assumption Notice, the "Assumption Notices"). Such notice was good, sufficient, and appropriate under the

circumstances, and in the absence of an objection that is filed and served in accordance with the applicable Assumption Notice, the Non-Debtor Counterparties are hereby deemed to consent to the relief granted herein unless otherwise provided in this Order. No other or further notice of, opportunity to object to, or other opportunity to be heard regarding the Sale Notice, the Assumption Notices, the Sale Hearings, the assumption and assignment of the Assigned Contracts, the Sale, the Transactions contemplated by the Stalking Horse APA, or of the entry of this Order is necessary or shall be required.

E. **Notice**. On September 17, 2025, the Debtors gave due and proper notice of the Sale (the "Sale Notice") (Docket No. 122) as reflected in the Affidavit of Service filed on October 1, 2025 (Docket No. 144). On September 19, 2025, the Debtors also published the Sale and Auction Notice in *The New York Times* (national edition) as reflected on the Certificate of Publication filed on September 26, 2025 (Docket No. 145). The Sale Notice constituted good, sufficient, and appropriate notice of the Sale under the circumstances and no further notice need be given with respect to the proposed Sale. As provided by the Sale Notice, a reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee for the Southern District of Texas; (ii) counsel for the DIP Lender and Pre-Petition Lender; (iii) counsel for the Committee; (iv) all persons known, or reasonably believed to have asserted, an interest in or liens against the Assets; (v) all Non-Debtor Counterparties; (vi) the Attorneys General in the State(s) where the Assets are located; (vii) all state and local taxing authorities in the State(s) where the Assets are located; (viii) the Internal Revenue Service; (ix) all parties that filed requests for notices under Bankruptcy Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002 or any applicable Local Rule, all creditors (whether their Claims are liquidated, contingent, or unmatured) of the

Debtors; and (x) all entities that entered into non-disclosure agreements with the Debtors with respect to potential purchase of the Assets. Other parties interested in bidding on the Assets were provided, pursuant to the Bid Procedures Order, sufficient information to make an informed judgment on whether to submit a bid.

F. **Final Order**. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and authorizes the closing of all Transactions contemplated hereby without regard to any stay or delay in its implementation.

G. **Sound Business Purpose**. The Debtors, in a reasonable exercise of their business judgment, have demonstrated a sufficient basis and the existence of reasonable, appropriate, and compelling circumstances requiring them to enter into the Stalking Horse APA, transfer the Purchased Assets, and assume and assign the Assigned Contracts to the Purchaser under sections 363 and 365 of the Bankruptcy Code, and such actions are entirely fair and appropriate exercises of the Debtors' reasonable business judgment and in the best interests of the Debtors, their estates and their stakeholders.

H. **Compliance with Bid Procedures Order**. The Debtors, the Purchaser, and their professionals have complied, in good faith, in all respects with the Bid Procedures Order, and the bidding process was free of any fraud, collusion, or unfair dealing. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearings or submitted by affidavit or declaration at, or prior to, the Sale Hearings and (ii) the representations of counsel made on the record at the Sale Hearings, through marketing efforts and a competitive sale process conducted

in accordance with the Bid Procedures Order, the Debtors (a) afforded all potentially interested parties a full, fair, and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Purchased Assets, (b) provided all interested parties, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Purchased Assets, and (c) considered any bids submitted on or before the deadline to submit bids as set forth in the Bid Procedures.

I. **Good Faith**. The Stalking Horse APA was not entered into and the Sale is not being consummated for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors. The Debtors and the Purchaser were each represented by separate and independent advisors throughout the negotiation of the Stalking Horse APA. All payments and other consideration (including the credit bidding of secured debt) to be made by the Purchaser in connection with the Transactions contemplated by the Stalking Horse APA have been disclosed. Neither the Debtors nor the Purchaser are proposing to consummate the Sale fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia.

J. The Purchaser is a purchaser in "good faith," as that term is used in the Bankruptcy Code and the decisions thereunder and is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to the purchase of the Purchased Assets and the consummation of the Transactions. The Stalking Horse APA was negotiated and entered into in good faith, based upon arm's length bargaining, and without collusion or fraud of any kind. Neither the Debtors nor the Purchaser has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of, or implicate, section 363(n) of the Bankruptcy

Code to the Stalking Horse APA, or to the consummation of the Transactions contemplated thereby, and the transfer of the Purchased Assets, and the Assigned Contracts, to the Purchaser. The Purchaser is purchasing the Purchased Assets (including the Assigned Contracts) in good faith and is a good faith Purchaser within the meaning of section 363(m) of the Bankruptcy Code and is, therefore, entitled to the protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (i) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) the Purchaser fully complied with all of the provisions of the Bankruptcy Code, the Bid Procedures Order, and the Bid Procedures; (iii) there was no fraud, collusion, or unfair dealing in connection with the bidding process and the sale of the Purchased Assets; (iv) the Purchaser has fully disclosed all of its connections with the Debtors; (v) all consideration to be paid or provided to the Debtors by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed; (vi) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (vii) the negotiations and execution of the Stalking Horse APA and any other agreements or instruments related thereto were in good faith and free from any collusion, fraud, or unfair dealing.

K. **Highest or Best Value**. (i) The Debtors and their advisors conducted a fair, extensive, and open sale process that complied with the Bid Procedures and the Bid Procedures Order in all respects; (ii) the sale process and the Bid Procedures set forth in the Bid Procedures Order were: (a) non-collusive, (b) substantively and procedurally fair to all parties in interest, (c) duly noticed, (d) provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Purchased Assets, and (e) resulted in a fair bidding process; (iii) the process conducted by the Debtors pursuant to the Bid Procedures obtained the highest or otherwise best

value for the Purchased Assets for the Debtors and their estates, and any other transaction would not have yielded as favorable an economic result; (iv) the Purchaser has put forth the highest or otherwise best offer for the Purchased Assets pursuant to the terms of the Bid Procedures Order; (v) the Purchase Price received by the Debtors for the Purchased Assets, after considering all of the relevant facts and circumstances of the Sale as a whole, is fair; and (vi) the Bid Procedures resulted in the highest or best value for the Purchased Assets for the Debtors and their estates.

L. The Debtors determined, in a valid and sound exercise of their business judgment and after a robust and extensive marketing process, the Transactions contemplated by the Stalking Horse APA represented the highest or otherwise best bid. Therefore, the Purchaser's bid was designated the Successful Bid for the Purchased Assets. The Bid Procedures have been complied with in all respects by the Debtors and the Purchaser and afforded a full, fair, and reasonable opportunity for any entity or person to make a higher or otherwise better offer for the Purchased Assets. The sale of the Purchased Assets outside of a plan of reorganization pursuant to the Stalking Horse APA neither impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a liquidating plan or reorganization of the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

M. **Purchased Assets**. As used in this Order, "Purchased Assets" has the same meaning ascribed to in the Stalking Horse APA; provided, however, Purchased Assets does not include any assets included in Paragraphs 2 and 3 of the certain *Stipulation Regarding Prepetition Collateral*, by and between the Debtors, the Official Committee of Unsecured Creditors of the Debtors and the Purchaser [Docket No. 224] (the "Stipulation"), which is incorporated herein by reference. For avoidance of doubt, Purchased Assets does not include (a) commercial tort claims owned by the Debtors; (b) causes of action that could be brought pursuant to sections 544, 545,

547, 548 of the Bankruptcy Code, or any applicable state fraudulent transfer, fraudulent conveyance or voidable transaction statutes; (c) any vehicles for which the Purchaser has not obtained the proper notations on the relevant certificates of title; (d) any money or currency that is on-hand at any Debtor; and (e) any assets owned by Partners Pharmacy Shell Point, LLC.

N. **Fair Consideration**. The offer of the Purchaser, upon the terms and conditions set forth in the Stalking Horse APA, including the form and total consideration (including the Purchase Price and the Credit Bid (each as defined in the Stalking Horse APA)) to be realized by the Debtors pursuant to the Stalking Horse APA: (i) is the highest or best offer received by the Debtors and their estates, (ii) is fair and reasonable, (iii) is in the best interests of the Debtors' stakeholders and estates, (iv) constitutes full and fair consideration and reasonably equivalent value for the Purchased Assets, and (v) will provide a greater recovery for the Debtors' creditors, and other interested parties than would be provided by any other practically available alternative. No other entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors' estates than the Purchaser.

O. **Validity of Transfer**. The Purchased Assets are property of the Debtors' estates and title thereto is vested in the Debtors' estates. The Debtors have full corporate power and authority to execute the Stalking Horse APA (and all other documents contemplated thereby) and to consummate the Transactions contemplated thereby, and the sale or transfer of the Purchased Assets has been duly and validly authorized by all necessary corporate actions on the part of the Debtors' estates. No consents or approvals, other than as may be expressly provided for in the Stalking Horse APA, are required by the Debtors' estates to consummate such Transactions.

P. As set forth in paragraph G and paragraph 24 of the Final DIP Order and subject to the terms therein, the Debtors have stipulated, among other things: (i) to the Pre-Petition Lender's

(as defined in the Final DIP Order) valid, binding, perfected and enforceable, first priority liens over the Senior Pre-Petition Collateral (as defined in the Final DIP Order) that secure the Senior Pre-Petition Obligations (as defined in the Final DIP Order); and (ii) the DIP Lender has the right to credit bid the full amount of the DIP Obligations (as defined in the Final DIP Order) pursuant to section 363(k); provided, however, as set forth in the Stipulation, the Senior Pre-Petition Obligations are not secured by, the Senior Pre-Petition Liens do not encumber, and the Senior Pre-Petition Collateral does not include: (a) any assets owned by Partners Pharmacy Shell Point, LLC; (b) commercial tort claims owned by the Debtors; (c) causes of action that could be brought pursuant to sections 544, 545, 547, 548 of the Bankruptcy Code, or any applicable state fraudulent transfer, fraudulent conveyance or voidable transaction statutes; (d) any owned or leased real estate or any fixtures not included in the security grant under the Pre-Petition Loan Documents; and (e) any other assets not included in the security grant under the Pre-Petition Loan Documents, including Excluded Collateral (as defined in Pre-Petition Loan Documents); provided, further, the Senior Pre-Petition Obligations are not secured by any perfected and enforceable security interest in: (1) any fixtures (as defined in the New York Uniform Commercial Code) for which the required filings in the real property records have not been made; (2) any vehicles for which the Pre-Petition Lender has not obtained the proper notations on the relevant certificates of title; (3) any money or currency that is on-hand at any Debtor; (4) any deposit accounts at any bank or financial institution that are not covered by a control agreement in favor of the Pre-Petition Lender or are not otherwise under the control of the Pre-Petition Lender; (5) any contracts of the type that require the consent of the counterparty under applicable law and for which such consent was not obtained and (6) any letter of credit rights not subject to the Pre-Petition Lender's control.

Q. Pursuant to paragraph 10 of the Bid Procedures Order, the Court previously ordered that the Pre-Petition Lender has the right to credit bid all or any portion of the aggregate amount of its applicable outstanding secured obligations, including, without limitation, on account of its secured claims under the DIP Facility and Pre-Petition Credit Agreement (each as defined in the Final DIP Order); provided, however, the Pre-Petition Lender may not credit bid for any of the assets included in Paragraphs 2 and 3 of the Stipulation.

R. **Satisfaction of 363(f) Standards**. The Debtors are authorized to sell the Purchased Assets free and clear of the Liens, Claims, and Interests, other than Assumed Liabilities, Permitted Liens, and as otherwise provided in the Stalking Horse APA (with the Liens, Claims, and Interests attaching to the proceeds with the same nature, validity, priority, extent, perfection, and force and effect that the Liens, Claims, and Interests encumbered the Purchased Assets immediately prior to the entry of this Order) because, with respect to each creditor or other person or entity asserting a Lien, Claim, or Interest, one or more of the standards set forth in section 363(f)(l)-(5) of the Bankruptcy Code has been satisfied. Each creditor or other person or entity asserting a Lien, Claim, or Interest in the Purchased Assets (i) has, subject to the terms and conditions of this Order, consented to the Sale and Transactions or is deemed to have consented to the Sale and Transactions, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Lien, Claim, or Interest, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of the Liens, Claims, and Interests who did not object (or who ultimately withdrew their objections, if any) to the Sale and Transactions or the Motion are deemed to have consented to the Motion, Sale, and Transactions pursuant to section 363(f)(2) of the Bankruptcy Code. Creditors or other persons or entities asserting a Lien,

Claim, or Interest in or against the Purchased Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such Lien, Claim, or Interest.

S. The Purchaser would not have entered into the Stalking Horse APA and would not consummate the Transactions contemplated thereby, thus adversely affecting the Debtors and their estates and their creditors: (i) if the sale of the Purchased Assets was not free and clear of all Liens, Claims, and Interests, including, without limitation, any rights, Liens, Claims, or Interests based on any successor or transferee liability, or (ii) if Purchaser would, or in the future could, be liable for any Liens, Claims, or Interests, including, without limitation, any rights, Liens, Claims, or Interests based on any successor or transferee liability. The Purchaser will not consummate the Transactions contemplated by the Stalking Horse APA unless this Court expressly orders that none of the Purchaser, its affiliates, its present or contemplated members or shareholders, or the Purchased Assets will, as a result of the Transactions, have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Liens, Claims, and Interests, including rights or claims held by creditors or parties in interest based on any successor or transferee liability other than as expressly set forth in the Stalking Horse APA.

T. Not selling the Purchased Assets free and clear of all Liens, Claims, and Interests would adversely impact the Debtors' estates, and the sale of Purchased Assets other than free and clear of all Liens, Claims, and Interests would be of substantially less value to the Debtors' estates.

U. Except with respect to the Permitted Liens that the Purchaser has expressly agreed to permit to survive the closing pursuant to the express terms of the Stalking Horse APA, the Liens shall attach to the consideration to be received by the Debtors (if any) in the same priority and subject to the same defenses and avoidability, if any, as before the closing of the Transactions

contemplated by the Stalking Horse APA (the "Closing"), and the Purchaser would not enter into the Stalking Horse APA to purchase the Purchased Assets or proceed to the Closing otherwise.

V. **Transfer of Assets Free and Clear**. The transfer of the Purchased Assets to the Purchaser free and clear of any Liens, Claims, and Interests will not result in any undue burden or prejudice to any holders of any Liens, because all such Liens of any kind or nature whatsoever shall attach to the net proceeds (if any) of the sale of the Purchased Assets received by the Debtors in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets and subject to any claims and defenses the Debtors or other parties may possess with respect thereto. All persons having Liens of any kind or nature whatsoever against or in any of the Debtors or the Purchased Assets shall be forever barred and estopped from pursuing or asserting such Liens (subject to the Permitted Liens that the Purchaser has expressly agreed to permit to survive the Closing pursuant to the express terms of the Stalking Horse APA) against the Purchaser, or any of its respective assets, property, successors or assigns, or the Purchased Assets. The Purchaser shall have no obligations with respect to any Liens, Claims, and Interests against the Debtors.

W. **Assumption and Assignment of Assigned Contracts**. The Debtors have advanced sound business reasons for entering into the Stalking Horse APA and transferring, or assuming and assigning (with respect to the Assigned Contracts), the Purchased Assets, as more fully set forth in the Motion and the Stalking Horse APA, and as demonstrated at the Sale Hearings, and it is entirely fair to all parties in interest, and a reasonable exercise by the Debtors of the Debtors' business judgment to transfer, or assume and assign (with respect to the Assigned Contracts), the Purchased Assets to the Purchaser and to consummate the Transactions contemplated by the Stalking Horse APA with the Purchaser. Each and every provision of the

Assigned Contracts or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any Assigned Contract has been or will be satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code. All counterparties of the Assigned Contracts that did not or do not timely file an objection to the assumption and/or assignment of the Assigned Contract(s) to which they are a counterparty are deemed to consent to the assumption and/or assignment by the Debtors of their Assigned Contract to the Purchaser, and the Purchaser shall enjoy all of the rights and benefits under each such Assigned Contract as of the applicable date of assumption and/or assignment without the necessity of obtaining such non-debtor party's consent to the assumption or assignment thereof. All Non-Debtor Counterparties for which the deadline to file an objection to the assumption and assignment to Purchaser has not passed as of the date of entry of this Order, and that did not or do not timely file such an objection prior to the applicable deadline, shall be deemed to consent to the assumption and/or assignment by the Debtors of their Assigned Contract to the Purchaser effective as of the Closing Date, and the Purchaser shall enjoy all of the rights and benefits under each such Assigned Contract as of the applicable date of assumption and/or assignment without the necessity of obtaining such Non-Debtor Counterparty's consent to the assumption or assignment thereof. If an objection to the Cure Amount timely filed with respect to an Assigned Contract cannot be resolved by the parties, the Debtors may, after consultation with the Purchaser, assume and assign the applicable contract(s) or lease(s) pending resolution of such objection in accordance with the Bid Procedures Order. Upon the assignment and sale to the Purchaser in accordance with the terms of the Staking Horse APA, the Assigned Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order, and shall be assigned and transferred to the Purchaser, notwithstanding

any provision in the Assigned Contracts prohibiting or otherwise restricting assignment or transfer. To the extent any Assigned Contract is not an executory contract within the meaning of section 365 of the Bankruptcy Code, it shall be transferred to the Purchaser in accordance with the terms of the Stalking Horse APA and, other than with respect to Assumed Liabilities, the Purchaser shall have no liability or obligation for any (i) defaults or breaches under such agreement that relate to acts or omissions that arose or occurred prior to the Closing and (ii) claims, counterclaims, or offsets, with respect to such Assigned Contract, that relate to any acts or omissions that arose or occurred prior to the Closing. The Purchaser shall not assume or become liable for any Liens, Claims, and Interests relating to the Purchased Assets, except as may be expressly set forth in the Stalking Horse APA.

X. Pursuant to the Stalking Horse APA, the Cure Amounts will be paid by the Buyer in accordance with the terms of this Order and the Stalking Horse APA. The Purchaser has demonstrated adequate assurance of future performance of each Assigned Contract within the meaning of section 365 of the Bankruptcy Code that is assumed by the Purchaser or any of its permitted assignees to which such Assigned Contract is assumed and/or assigned by the Debtors, including a promise to perform the Debtors' obligations under such Assigned Contract for periods at or after the Closing. The Cure Amounts are deemed the amounts necessary to "cure" (within the meaning of section 365(b)(l) of the Bankruptcy Code) all "defaults" (within the meaning of section 365(b) of the Bankruptcy Code) under such Assigned Contracts that are assumed. The Debtors' payment of Cure Amounts in accordance with the terms of this Order and the Stalking Horse APA and the Purchaser's promise under the Stalking Horse APA to perform the obligations under the Assigned Contracts as of the Closing shall constitute adequate assurance of future performance under such Assigned Contracts. Any objections to the Cure Amounts, to the extent

not otherwise resolved, are hereby overruled. To the extent that any counterparty failed to timely object to its Cure Amount or to raise any other alleged default or breach of contract, such counterparty is deemed to have consented to such Cure Amount and to the assignment of its respective Assigned Contract(s) to the Purchaser and to have waived any other defaults or breaches. The Court finds that with respect to all Assigned Contracts, the payment of the Cure Amounts as provided in this Order and the Stalking Horse APA is reasonable and appropriate and is deemed to fully satisfy the Debtors' obligations under sections 365(b) and 365(f) of the Bankruptcy Code. Accordingly, all of the requirements of sections 365(b) and 365(f) of the Bankruptcy Code have been satisfied for the assumption by the Debtors, and the assignment by the Debtors to the Purchaser, of each Assigned Contract to be assumed and/or assigned to the Purchaser as of Closing.

Y. The assumption and assignment of the Assigned Contracts pursuant to the terms of this Order is integral to the Stalking Horse APA and is in the best interests of the Debtors, their estates, their stakeholders and other parties in interest, and represents an exercise by the Debtors of the sound and prudent business judgment of the Debtors and their estates.

Z. **Notice**. The notice and opportunity to object provided to all parties in interest, as set forth in the Bid Procedures Order and the Stalking Horse APA, fairly and reasonably protects any rights of any party in interest.

AA. **No Successor or Other Derivative Liability**. The Transactions contemplated by the Stalking Horse APA do not amount to a consolidation, merger, or *de facto* merger of the Purchaser, on the one hand, and any of the Debtors and/or their estates, on the other. There is no substantial continuity between the Purchaser, on the one hand, and the Debtors, on the other. There is no continuity of enterprise between the Debtors and the Purchaser. The Purchaser is not a mere

continuation of the Debtors or their estates, and the Purchaser is not a successor to any of the Debtors or their estates.

BB. **Fair Purchase Price**. The total consideration provided by the Purchaser for the Purchased Assets constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act, and (c) reasonably equivalent value, entirely fair consideration, and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia. The Sale and the Purchase Price were negotiated in good faith and are fair and the product of good faith negotiations among the parties.

CC. **Waiver of Bankruptcy Rules 6004 and 6006**. The Debtors and the Purchaser will be acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in closing the Transactions contemplated by the Stalking Horse APA at any time on or after the entry of this Order and cause has been shown as to why this Order should not be subject to any stay, including, without limitation, as provided by Bankruptcy Rules 6004(h), 6006(d), and any applicable Local Rule.

DD. Time is of the essence in consummating the Sale. To maximize the value of the Purchased Assets, it is essential that the sale of the Purchased Assets occur as promptly as possible and, in all events, within the time constraints set forth in the Stalking Horse APA. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004 and 6006.

EE. **Legal and Factual Bases**. The legal and factual bases set forth in the Motion, the First Day Declaration, the Sale Declarations, and presented at the Sale Hearings establish just cause for the relief granted herein.

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. **Motion is Granted**. The relief requested in the Motion is **GRANTED** as set forth herein and the Sale, and the Transactions contemplated by the Stalking Horse APA, are hereby approved, subject to the terms and conditions contained herein.

2. **Objections Overruled**. Except as otherwise set forth herein, all Objections, responses, reservations of rights, and requests for continuance concerning approval of the Sale, if any, are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearings. To the extent any such Objection, response, reservation of rights, or request for continuance was not otherwise withdrawn, waived, or settled, it is overruled and denied on the merits with prejudice. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. **Notice**. Notice of the Sale Hearings, including as set forth in the Sale Notice and the Assumption Notices, was fair, equitable, proper, and sufficient under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, and 6006, the Local Rules, and as required by the Bid Procedures Order.

4. **Fair Purchase Price**. The sale of the Purchased Assets and the consideration provided by the Purchaser under the Stalking Horse APA are entirely fair and reasonable, the highest or otherwise best offer for the Purchased Assets, shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and were the result of a fair bidding process. The Sale of the Purchased Assets to the Purchaser is a legal, valid, and effective transfer of the Purchased Assets notwithstanding any requirement for approval or consent of any person or entity.

5. The Purchaser is hereby granted, and is entitled to, all the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code, including with respect to the

transfer of the Assigned Contracts as part of the sale of the Purchased Assets pursuant to section 365 of the Bankruptcy Code and this Order.

6. **Approval of the Sale and the Transactions**. Subject to the terms of this Order, the sale of the Purchased Assets, the terms and conditions of the Stalking Horse APA (including all schedules and exhibits affixed thereto), and the Transactions contemplated thereby shall be, and hereby are, authorized and approved in all respects, and shall be enforceable against each of the parties thereto. The Debtors have satisfied all requirements of sections 363(b), 363(f), and 365 of the Bankruptcy Code, and all other requirements and standards applicable to a sale outside the ordinary course of business, free and clear of the Liens, Claims, and Interests (other than Permitted Liens).

7. The failure specifically to include any particular provisions of the Stalking Horse APA or any of the documents, ancillary documents, or instruments executed in connection therewith in this Order shall not diminish or impair the force of such provision, document, Stalking Horse APA, or instrument, it being the intent of the Court, the Debtors, and the Purchaser, that the Stalking Horse APA and each document, ancillary document, or instrument be authorized and approved in its entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to the Closing, and each such provision shall be enforceable by or against each of the parties thereto.

8. **Entitled to Credit Bid**. Upon entry of this Order: (i) the Pre-Petition Lender, or the Purchaser, as applicable, shall be entitled to credit bid all of the Senior Pre-Petition Obligations and the DIP Obligations (each as defined in the Final DIP Order), as applicable, without further challenge from any other party in interest, (ii) all of the Senior Pre-Petition Obligations and the DIP Obligations (each as defined in the Final DIP Order) that constitute the Credit Bid (as defined

in the Stalking Horse APA), respectively, shall be deemed legal, valid, and binding obligations of the Debtors, (iii) the liens securing such Senior Pre-Petition Obligations shall not be subject to any Challenges (as defined in the Final DIP Order) and any such Challenges by any party in interest shall be deemed forever waived, barred, and released, and (iv) the Challenge Period (as defined in the Final DIP Order) shall terminate and no party shall be permitted to assert any Challenge and all such Challenges shall be deemed forever waived, barred, and released; provided, however, for avoidance of doubt, the Senior Pre-Petition Obligations are not secured by, the Senior Pre-Petition Liens do not encumber, and the Senior Pre-Petition Collateral does not include the property in Paragraph 2 of the Stipulation, the Senior Pre-Petition Obligations are not secured by any perfected and enforceable security interest in the property in Paragraph 3 of the Stipulation, and therefore the Pre-Petition Lender and Purchaser may not credit bid to purchase any of the property included in Paragraphs 2 and 3 of the Stipulation. Notwithstanding anything to the contrary herein: (i) other than the Credit Bid and any other Senior Pre-Petition Obligations included in the Successful Bid, if any, nothing in this Order shall impair, release, modify, discharge, or otherwise affect any of the outstanding Senior Pre-Petition Obligations, DIP Obligations, Pre-Petition Adequate Protection Claims (each as defined in the Final DIP Order), or any claims, liens or other obligations relating to the Final DIP Order; (ii) the occurrence of the Closing Date will constitute the consummation of a sale of the Purchased Assets pursuant to section 363(c) of the Bankruptcy Code; and (iii) in accordance with the definition of "Maturity Date" in the DIP Credit Agreement, the Maturity Date for all purposes in the Interim DIP Order, the Final DIP Order, and the DIP Credit Agreement shall be the same as the Closing Date.

9. **Consummation of Transactions**. The Debtors, in transferring the Purchased Assets pursuant to this Order and section 363 of the Bankruptcy Code, are deemed, under

section 1107(a) of the Bankruptcy Code, to have all rights and powers to perform all of the functions and duties of a trustee serving in a bankruptcy case, and will transfer the property pursuant to this Order.

10. The Debtors and their employees, professional advisors, and agents shall be, and hereby are, authorized and directed to fully assume, perform under, consummate, and implement the terms of the Stalking Horse APA, together with any and all additional instruments and documents that may be necessary or desirable in connection with implementing and effectuating the terms of the Stalking Horse APA, this Order, and/or the sale of the Purchased Assets, including, without limitation, the certificates, deeds, assignments, and other instruments of transfer, and to take all further actions (i) as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser, or reducing to possession, any or all of the Purchased Assets or Assumed Liabilities or (ii) as may be necessary or appropriate to perform the obligations of the Debtors' estates in accordance with, or as contemplated by, the Stalking Horse APA, without any further corporate action or orders of this Court.

11. The Debtors and each other person or entity having duties or responsibilities under the Stalking Horse APA, any agreements or instruments related thereto or this Order, and their respective directors, officers, managers, employees, members, agents, representatives, attorneys, and other retained professionals are authorized and empowered, subject to the terms and conditions contained in the Stalking Horse APA and this Order, to carry out all of the provisions of the Stalking Horse APA and any related agreements or instruments; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Stalking Horse APA and any related agreements or instruments; to take any and all actions contemplated by the Stalking

Horse APA, any related agreements or instruments, or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary, desirable or appropriate to implement, effectuate, and consummate, the Stalking Horse APA, any related agreements or instruments, and this Order and the Transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, officers, managers, employees, members, agents, representatives, and attorneys, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, managers, employees, members, agents, representatives, and attorneys of such entities. The Debtors' officers, on behalf of the Debtors shall be, and hereby is, authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Debtors and the Purchaser are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable Governmental Entity any and all certificates, agreements, or amendments necessary or appropriate to effectuate the Transactions contemplated by the Stalking Horse APA, any related agreements and this Order, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable Governmental Entities or as the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporate laws of the states of formation of each corporate Debtor and all other applicable business,

corporation, trust, and other laws of the applicable Governmental Entities with respect to the implementation and consummation of the Stalking Horse APA, any related agreements or instruments and this Order, and the Transactions contemplated thereby and hereby.

12. Each and every federal, state, and local governmental agency or department is authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transactions contemplated by the Stalking Horse APA and this Order. This Order and the Stalking Horse APA shall be binding upon, and govern the acts of all such federal, state, and local governmental agencies and departments, including any filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title in, or to, the Purchased Assets.

13. Pursuant to section 525 of the Bankruptcy Code, no Governmental Entity may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of the Debtors' bankruptcy cases or the consummation of the Transactions contemplated by the Stalking Horse APA.

14. Except as otherwise expressly provided in the Stalking Horse APA, all persons presently on or after the Closing Date in possession of some or all of the Purchased Assets are directed to surrender possession of the Purchased Assets to the Purchaser, as applicable, on the Closing Date or at such time thereafter as the Purchaser may request. For the avoidance of doubt, all persons and entities are prohibited and enjoined from taking any action to adversely affect or

interfere with the ability of the Debtors to transfer the Purchased Assets to Purchaser in accordance with the Stalking Horse APA and this Order.

15. **Transfer of Assets Free and Clear**. To the fullest extent permitted by law, effective as of the Closing, (a) the assumption of the Assumed Liabilities shall constitute a legal, valid, and effective assumption by Purchaser of all Assumed Liabilities and (b) the transfer of the Purchased Assets to the Purchaser, shall constitute a legal, valid, and effective transfer of the Purchased Assets notwithstanding any requirement for approval or consent by any person. The Debtors are authorized to transfer, and upon the Closing shall transfer to the Purchaser, all of the Debtors' right, title, and interest in and to, and possession of, the Purchased Assets, which shall be immediately vested in Purchaser, and such title to the Purchased Assets, including, without limitation, with respect to intellectual property identified in the Stalking Horse APA or any instrument relating thereto and all tangible and intangible assets, personal property, goodwill, brand and related likenesses constituting Purchased Assets, shall be transferred to the Purchaser free and clear of any Liens, Claims, and Interests (other than Assumed Liabilities and Permitted Liens) pursuant to section 363(f) of the Bankruptcy Code, including:

(a) liens (including, without limitation, mechanics', materialmens', and other consensual and non-consensual liens and statutory liens) mortgages, restrictions, hypothecations, charges of any kind or nature, indentures, loan agreements, instruments, leases, subleases, capital leases, encroachments, licenses, burdens, options, privileges, deeds of trust, security interests, equity interests, conditional sale or other title retention agreements, covenants, pledges, judgments, demands, guarantees, encumbrances, easements, defects in title, servitudes, regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, and debts arising in any way in connection with any agreements, acts, or failures to act;

(b) interests, obligations, liabilities, demands, guaranties, options, restrictions, and contractual or other commitments;

(c) rights, including, without limitation, rights of first refusal, rights of offset (except for offsets properly exercised prior to the Petition Date), rights of

setoff, recoupment rights, rights of way, contract rights, subrogation rights, exoneration rights, labor rights, equitable rights, employment rights, pension rights, and rights of recovery;

(d) decrees of any court or foreign or domestic government entity (to the extent permitted by law);

(e) charges or restrictions of any kind or nature, including, without limitation, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Purchased Assets, including, without limitation, consent of any Person to assign or transfer any of the Purchased Assets;

(f) debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or any of the Debtors' predecessors or affiliates;

(g) claims (as that term is defined in the Bankruptcy Code), including claims for reimbursement, contribution claims, indemnity claims, subrogation claims, exoneration claims, alter ego claims, products liability claims, environmental claims (including, without limitation, toxic tort claims), labor claims, pension claims, equitable claims, including claims that may be secured or entitled to priority under the Bankruptcy Code, tax claims, reclamation claims, adverse claims of any kind, and pending litigation claims; and

(h) matters of any kind or nature whatsoever, whether at law or in equity and whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or un-matured, material or nonmaterial, disputed or undisputed, whether arising prior to or during the Debtors' bankruptcy cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under any theory, law, or doctrine of successor liability or related theories;

in each case, whether in law or in equity, known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law, or doctrine of successor liability or related theories, and whether occurring or

arising before, on or after the Petition Date, or occurring or arising prior to the Closing (each, a "Lien, Claim, or Interest," and collectively, the "Liens, Claims, and Interests"). The Liens, Claims, and Interests (other than Permitted Liens) shall attach to the proceeds (if any) of the sale with the same nature, validity, priority, extent, perfection, and force and effect that such Liens, Claims, and Interests encumbered the Purchased Assets immediately prior to the entry of this Order, subject to any Claims, defenses, and objections, if any, that the Debtors or their estates may have with respect thereto. For the avoidance of doubt and notwithstanding anything in this Order to the contrary (i) the terms "Liens, Claims, and Interests" and "Liabilities" do not include any of the Debtors' claims and causes of action referenced in Paragraph 2 of the Stipulation, (ii) nothing in this Order waives or releases any of the Debtors' claims and causes of action referenced in Paragraph 2 of the Stipulation, and (iii) no person or entity may pursue the Debtors' claims and causes of action referenced in Paragraph 2 of the Stipulation against the Purchaser or the Purchased Assets.

16. Following the Closing Date, no holder of any Liens, Claims, or Interests in the Purchased Assets shall interfere with the Purchaser's enjoyment of the Purchased Assets based on or related to such Liens, Claims, or Interests, or any actions that the Debtors may take in these chapter 11 cases and no person shall take any action to prevent, interfere with or otherwise enjoin consummation of the Transactions contemplated by the Stalking Horse APA or this Order.

17. The provisions of this Order authorizing the sale of the Purchased Assets free and clear of any Liens, Claims, and Interests shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or any other instruments to effectuate, consummate, and implement the provisions of this Order. However, the Debtors, the Purchaser, and each of their respective officers, employees,

attorneys, other retained professionals, and agents are hereby authorized and empowered to take all actions and execute and deliver any and all documents, releases, terminations, and instruments that either the Debtors or the Purchaser deem necessary, desirable, or appropriate to implement and effectuate the terms of the Stalking Horse APA and this Order, including amendments to the Stalking Horse APA and the release of Liens, Claims, and Interests set forth in this Order.

18. **General Assignment**. The Purchased Assets to be acquired by the Purchaser under the Stalking Horse APA shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to, and vested in, the Purchaser. Upon the occurrence of the Closing, this Order shall be considered, and shall constitute, for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtors' interest in the Purchased Assets under the Stalking Horse APA and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Purchased Assets to the Purchaser.

19. **Release of Interests**. On or before the Closing Date, each of the Debtors' creditors are authorized and directed to execute such documents, releases, or terminations, and take all other actions as may be necessary, desirable, or appropriate to release, effective as of the Closing, their respective Liens, Claims, and Interests of any kind against the Purchased Assets, as such Liens, Claims, and Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanic's liens, or other documents or agreements evidencing any Liens, Claims, or Interests against or on the Purchased Assets (subject to the Permitted Liens that the Purchaser has expressly agreed to permit to survive the Closing pursuant to the express terms of the Stalking Horse APA) shall not have delivered to the Debtors on or prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all liens and easements, and any other

documents necessary, desirable, or appropriate for the purpose of documenting the release of all Liens, Claims, Interests, encumbrances, or liabilities (other than Assumed Liabilities and Permitted Liens) that the person or entity has or may assert with respect to the Purchased Assets, the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases, terminations, and other documents on behalf of the person or entity with respect to the Purchased Assets. The Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims, Interests, encumbrances, or liabilities against the Purchased Assets (other than the Assumed Liabilities and Permitted Liens). This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

20. This Order: (i) shall be effective as a determination that, as of the Closing, all Liens, Claims, and Interests, except as expressly assumed as an Assumed Liability by the Purchaser pursuant to the express terms of the Stalking Horse APA, have been unconditionally released, discharged and terminated as to Purchaser and the Purchased Assets owned by the Debtors and that the conveyances and transfers described herein have been effected; and (ii) is and shall be binding upon and govern the acts of all persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, county, and local officials and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that Purchaser is the assignee and owner of the Purchased Assets, and ownership of the Purchased Assets owned by the Debtors is free and clear of any Liens, Claims,

and Interests or who may be required to report or insure any title or state of title in or to any lease (all such entities being referred to as "Recording Officers"). All Recording Officers are authorized to strike recorded encumbrances and other interests against the Purchased Assets owned by the Debtors recorded prior to the date of this Order. A certified copy of this Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded encumbrances, Liens, Claims, Interests, pledges, and other interests against the Purchased Assets owned by the Debtors recorded prior to the date of this Order. All Recording Officers are hereby authorized to accept for filing any and all of the documents and instruments necessary, advisable or appropriate, and appropriate to consummate the Transactions contemplated by the Stalking Horse APA.

21. The Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, approval, certificate of occupancy, authorization, operating permit, registration, plan and the like of any Governmental Entity relating to the Purchased Assets or held by the Debtors' estates, and to the greatest extent available under applicable law, all such licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like of any Governmental Entity are deemed to have been, and hereby are, deemed to be transferred to the Purchaser, as of the Closing Date. Furthermore, the business covered by the Purchased Assets shall continue operating under all existing licenses of the Debtors until such licenses have been changed to the name of the Purchaser, including but not limited to local occupational licenses, and any other licenses need to operate such business with no interruption to the business.

22. **Payment of Certain Indebtedness**. Nothing in this Order shall limit the rights of the Pre-Petition Lender or the DIP Lender under the Final DIP Order.

23. **Assumption and Assignment of Assigned Contracts**. Subject to the terms of the Stalking Horse APA and the occurrence of the Closing Date, the assumption by the Debtors of the Assigned Contracts, as provided for or contemplated by the Stalking Horse APA and the Assumption Notices, shall be, and hereby is, authorized and approved pursuant to sections 363 and 365 of the Bankruptcy Code.

24. The Assigned Contracts shall be deemed valid and binding and in full force and effect and assumed by the Debtors and assigned to the Purchaser at the Closing, pursuant to sections 363 and 365 of the Bankruptcy Code, subject only to the payment of the Cure Amounts (if any) solely to the extent set forth in the Assumption Notices.

25. The Debtors and the Purchaser have satisfied all requirements under sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code to provide adequate assurance of future performance under all of the Assigned Contracts. No other or further notice of, opportunity to object to, or other opportunity to be heard regarding the Assumption Notices or the assumption and assignment of the Assigned Contracts is necessary or shall be required.

26. Upon the Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title, and interest in, and to, each of the Assigned Contracts. The Debtors shall reasonably cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

27. Pursuant to sections 365(b)(l)(A) and (B) of the Bankruptcy Code, and except as otherwise provided in this Order, on the Closing Date, the Purchaser shall pay or cause to be paid to the Non-Debtor Counterparties the requisite Cure Amounts, if any, set forth on the Assumption Notices, except to the extent that (i) a Cure Amount was amended on the record of the Sale Hearings, (ii) a different Cure Amount is agreed as between the Non-Debtor Counterparties and

the Debtors, or (iii) as to be determined by Court order. Except as otherwise set forth in this Order, the Cure Amounts (if any) are binding on all Non-Debtor Counterparties and are hereby fixed at the amounts (including any amount listed as $0.00) set forth on the Assumption Notices and shall not be subject to any challenge or objection by any party. Except as set forth in this Order, the Non-Debtor Counterparties are forever barred from asserting any other claims, including, but not limited to, the propriety or effectiveness of the assumption and assignment of the Assigned Contracts against the Debtors, the Purchaser, or the property of any of them in respect of the Assigned Contracts. Except as set forth in this Order, all of the Non-Debtor Counterparties shall be fully and finally bound by the Cure Amount listed on the Assumption Notices and any challenge to any Cure Amount is hereby deemed waived and released.

28. Any provision in any Assigned Contract that purports to declare a breach, default, or payment right as a result of an assignment or a change of control in respect of the Debtors is unenforceable, and all Assigned Contracts shall remain in full force and effect, subject only to payment of the appropriate Cure Amounts, if any. No sections or provisions of any Assigned Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the Non-Debtor Counterparties shall have any force and effect with respect to the Sale and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code and no assignment of any Assigned Contract pursuant to the terms of the Stalking Horse APA shall in any respect constitute a default under any Assigned Contract.

29. Each and every provision of the Assigned Contracts or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting,

or conditioning assignment of any Assigned Contract has been or will be satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code. All counterparties of the Assigned Contracts that did not or do not timely file an objection to the assumption and/or assignment of the Assigned Contract(s) to which they are a counterparty are deemed to consent to the assumption and/or assignment by the Debtors of their Assigned Contract to the Purchaser, and the Purchaser shall enjoy all of the rights and benefits under each such Assigned Contract as of the applicable date of assumption and/or assignment without the necessity of obtaining such non-debtor party's consent to the assumption or assignment thereof. All counterparties of the Assigned Contracts for which the deadline to file an objection to the assumption and assignment or Cure Amount has passed as of the date of entry of this Order, and that did not timely file such an objection prior to the applicable deadline, shall be deemed to consent to the assumption and/or assignment by the Debtors of their Assigned Contract to the Purchaser effective as of the Closing Date, and the Purchaser shall enjoy all of the rights and benefits under each such Assigned Contract as of the applicable date of assumption and/or assignment without the necessity of obtaining such non-debtor party's consent to the assumption or assignment thereof. If an objection to the Cure Amount timely filed with respect to an Assigned Contract cannot be resolved by the parties, the Debtors may assume and assign the applicable contract(s) or lease(s) pending resolution of such objection in accordance with the Bid Procedures Order. Upon the assignment and sale to the Purchaser in accordance with the terms of the Stalking Horse APA, the Assigned Contracts shall be deemed valid and binding, in full force and effect in accordance with their terms, subject to the provisions of this Order, and shall be assigned and transferred to the Purchaser, notwithstanding any provision in the Assigned Contracts prohibiting or otherwise restricting assignment or transfer, and the Debtors, their estates, or any of their affiliates, predecessors, successors, or assigns, shall have no

further liability or obligation under the Assigned Contracts. To the extent any Assigned Contract is not an executory contract within the meaning of section 365 of the Bankruptcy Code, it shall be transferred to the Purchaser in accordance with the terms of the Stalking Horse APA and, other than with respect to Assumed Liabilities (as defined in the Stalking Horse APA), the Purchaser shall have no liability or obligation for any (i) defaults or breaches under such agreement that relate to acts or omissions that arose or occurred prior to the Closing Date and (ii) claims, counterclaims, or offsets with respect to such Assigned Contract, that relate to any acts or omissions that arose or occurred prior to the Closing Date.

30. All defaults or other obligations under the Assigned Contracts arising prior to the Closing Date (without giving effect to any acceleration clauses, assignment fees, increases, advertising rates, or any other default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured by entry of this Order, or as applicable, payment of the Cure Amounts (if any) on the Assumption Notices and the counterparties to the Assigned Contracts shall be forever barred and estopped from asserting or claiming against the Debtors or the Purchaser that any amounts are due or other defaults exist under such Assigned Contract as of the date of the assignment of such Assigned Contract.

31. Notwithstanding anything to the contrary in this Order, in the event that the Sale does not close, none of the Assigned Contracts shall be assumed by virtue of this Order and shall remain subject to further administration in these chapter 11 cases.

32. **No Successor or Other Derivative Liability**. As a result of the Transactions, the Purchaser is not a "successor" to the Debtors or their estates by reason of any theory of law or equity, and the Purchaser shall not assume, or be deemed to assume, or in any way be responsible for any liability or obligation (other than the Assumed Liabilities) of any of the Debtors and/or

their estates including, but not limited to, any bulk sales law, successor liability, or similar liability. Neither the transfer of the Purchased Assets to the Purchaser, nor the fact that the Purchaser is using any of the Purchased Assets previously owned by the Debtors, will cause the Purchaser or any of its affiliates, to be deemed a successor in any respect to the Debtors' business or an alter ego, mere continuation, or substantial continuation of the Debtors within the meaning of any foreign, federal, state or local revenue, pension, ERISA, the WARN Act (as defined below), tax, labor, employment, environmental, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

33. Further, the transfer of title and possession of the Purchased Assets shall be free and clear of any Liens, Claims, and Interests pursuant to any successor or successor-in-interest liability theory, and, for the avoidance of doubt, the Purchaser, and each of its affiliates, successors, assigns, members, partners, officers, directors, principals, and shareholders shall have no liability whatsoever (other than the Assumed Liabilities) for any Liens, Claims, and Interests, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, whether liquidated or unliquidated, whether asserted derivatively or vicariously, whether asserted based on Purchaser's status as a transferee, successor, or otherwise, of any kind, nature, or character whatsoever, including Liens, Claims, and Interests based on, relating to, and/or arising under, without limitation: (i) any employment or labor agreement; (ii) any pension, welfare, compensation or other employee plan, agreements, practices, and programs, including, without limitation, any pension or employee plan of, or related to, any of the Debtors or any Debtors' affiliates or predecessors or any current or former employees of any of the foregoing; (iii) the Debtors' business operations or the cessation thereof; (iv) any litigation involving one or

more of the Debtors; (v) any employee, workers' compensation, occupational disease or unemployment or temporary disability related law, including, without limitation, any claims, rights, or causes of action that might arise under or pursuant to: (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act"), (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) the Multiemployer Pension Plan Amendments Act of 1980; (k) state and local discrimination laws, (l) state and local unemployment compensation laws or any other similar state and local laws, (m) state workers' compensation laws, and/or (n) any other state, local, or federal employee benefit laws, regulations or rules or other state, local or federal laws, regulations or rules relating to, wages, benefits, employment, or termination of employment with any or all Debtors or any of their predecessors; (vi) any antitrust laws; (vii) any product liability or similar laws, whether state, federal, or otherwise; (viii) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes; (ix) Perishable Agricultural Commodities Act; (x) any bulk sales or similar laws; (xi) any federal, state, or local tax statutes, rules, regulations, or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (xii) any common law doctrine of *de facto* merger, successor, transferee, or vicarious liability, substantial continuity liability, successor-in-interest liability theory, and/or any other theory of or related to successor liability.

34. Other than the Assumed Liabilities the Purchaser has expressly agreed to assume pursuant to the express terms of the Stalking Horse APA, the Purchaser is not assuming nor shall it or any affiliate of the Purchaser be in any way liable or responsible, as a successor or otherwise, for any Liabilities of the Debtors in any way whatsoever, including any Liabilities relating to or arising from the Debtors' ownership or use of the Purchased Assets prior to the Closing Date, or any Liabilities calculable by reference to the Debtors or their operations or the Purchased Assets, or relating to continuing or other conditions existing on or prior to the Closing Date, which Liabilities are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against the Purchaser or any affiliate of the Purchaser.

35. Except as otherwise provided herein and in the Stalking Horse APA, pursuant to sections 105 and 363 of the Bankruptcy Code, all persons (including, but not limited to, the Debtors, all debt holders, equity security holders, the Debtors' employees or former employees, Governmental Entities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors) asserting or holding a Lien, Claim, or Interest of any kind or nature whatsoever against, in, or with respect to any of the Debtors or the Purchased Assets, arising under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the Purchased Assets to the Purchaser in accordance with the Stalking Horse APA and this Order, shall be forever barred, enjoined and estopped from asserting, prosecuting, or otherwise pursuing such Lien, Claim, or Interest, including assertion of any right of setoff or subrogation, and enforcement, attachment, or collection of any judgment, award, decree, or order, against the Purchaser or any affiliates, successors or assigns thereof and each of their respective current and former members, officers,

directors, attorneys, employees, partners, affiliates, financial advisors, and representatives (each of the foregoing in its individual capacity), with respect to the Purchased Assets.

36. Without limiting the generality of the foregoing, the Purchaser shall not assume or be obligated to pay, perform, or otherwise discharge any workers' compensation liabilities of the Debtors arising pursuant to state law or otherwise, and this Order is intended to be all inclusive and shall encompass, but not be limited to, workers' compensation Claims or suits of any type, whether now known or unknown, whenever incurred or filed, which have occurred or which arise from work-related injuries, diseases, death, exposures, intentional torts, acts of discrimination, or other incidents, acts, or injuries prior to the Closing Date, including, but not limited to, any and all workers' compensation Claims filed or to be filed, or any reopening of such Claims, by or on behalf of any of the Debtors' current or former employees, persons on laid-off, inactive or retired status, or their respective dependents, heirs or assigns, as well as any and all premiums, assessments, or other obligations of any nature whatsoever of the Debtors relating in any way to workers' compensation liability.

37. The Purchaser has not assumed, or is otherwise not obligated for, any of the Debtors' liabilities other than the Assumed Liabilities, and the Purchaser has not purchased any of the Debtors' assets expressly excluded from the Purchased Assets. Consequently, all persons, Governmental Entities and Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) and all holders of Liens based upon or arising out of liabilities retained by the Debtors may not take any action against the Purchaser or the Purchased Assets to recover on account of any liabilities of the Debtors. All persons holding or asserting any Liens in the Excluded Assets may not assert or prosecute such Liens or any cause of action against the Purchaser or the Purchased

Assets for any liability associated with the Excluded Assets or any other Excluded Liability (as defined in the Stalking Horse APA).

38. Any party to a personal services contract that has not objected to the assignment thereof is deemed to consent to such assignment pursuant to section 365(c) of the Bankruptcy Code to the extent that such contract is an Assigned Contract.

39. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all parties to the Assigned Contracts shall have no claims against the Purchaser relating to any assignment fee, Cure Amounts, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing Date, except for any amounts that are Assumed Liabilities.

40. **Transfer Taxes**. Any Liens, Claims, and Interests of any kind asserted under laws, rules, regulations or governmental or court orders imposing a stamp, transfer tax, or similar tax arising from the transfer of the Purchased Assets to the Purchaser shall be filed against the Debtors' estates and shall not be asserted against the Purchaser. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all Governmental Units and Persons (as defined in sections 101(27) and 101(41) of the Bankruptcy Code, respectively) are hereby enjoined from taking any action against the Purchaser to recover any claim which such Person or Governmental Unit has or may assert against the Debtors (as such claims exist immediately prior to the Closing) relating to a stamp, transfer tax, or similar tax arising from the transfer of the Purchased Assets to the Purchaser.

41. **Bulk Sales**. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the Sale and the Transactions contemplated by the Stalking Horse APA.

42. **Statutory Mootness**. Notwithstanding Bankruptcy Rules 6004, 6006, and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be

self-executing. In the absence of any person obtaining a stay pending appeal, the Debtors and the Purchaser are free to close under the Stalking Horse APA at any time, subject to the express terms of the Stalking Horse APA. In the absence of any person obtaining a stay pending appeal, if the Debtors and the Purchaser close under the Stalking Horse APA, the Debtors and the Purchaser shall be deemed to be acting in "good faith" and the Purchaser shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the Transactions contemplated by the Stalking Horse APA if this Order or any authorization contained herein is reversed or modified on appeal.

43. **Modification of Stalking Horse APA**. Subject to the terms of the Stalking Horse APA, the Stalking Horse APA and any related agreements and/or instruments may be waived, modified, amended, or supplemented by agreement of the Debtors and the Purchaser, without further action or order of the Court; provided, however, that any such waiver, modification, amendment, or supplement that is material must be approved by the Court. Copies of any waivers, modifications, amendments, or supplements shall be promptly provided to counsel for the Committee.

44. **Binding Effect**. This Order and the Stalking Horse APA shall be binding on and inure to the benefit of all successors and assigns of the Debtors and the Purchaser.

45. This Order and the Stalking Horse APA shall be binding upon, enforceable against, and govern the acts of all persons including, without limitation, the Debtors and their estates, the Purchaser and its respective successors and permitted assigns, any chapter 11 trustee hereinafter appointed for the Debtors' estates, the Committee or any trustee appointed in a chapter 7 case if any of the chapter 11 cases are converted from chapter 11 to a case or cases under chapter 7 of the Bankruptcy Code, all creditors of, and holders of equity interests in, any Debtor (whether known

or unknown), the holders of the Liens, Claims, and Interests in, against, or on all or any portion of the Purchased Assets, filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title in or to the Purchased Assets.

46. **Conflicts; Precedence**. Nothing in any order of this Court or contained in any plan of reorganization or liquidation that may be confirmed in the cases of the Debtors, or in any subsequent or converted cases of the Debtors to cases under chapter 7 of the Bankruptcy Code, shall conflict with, or derogate from, the provisions of the Stalking Horse APA or the terms of this Order. In the event there is any inconsistency between the Motion, the Bid Procedures Order, the Bid Procedures, the Stalking Horse APA, or this Order, this Order shall govern in all respects.

47. **No Avoidance of Sale**. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the Stalking Horse APA to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the sale of the Purchased Assets is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

48. **Waiver of Bankruptcy Rules 6004 and 6006**. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in closing the Transactions and the Debtors and the Purchaser intend to close the Transactions as soon as practicable.

49. **Retention of Jurisdiction**. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bid Procedures Order, and the Stalking Horse APA in

all respects and to decide any disputes concerning this Order, the Stalking Horse APA, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Stalking Horse APA 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 Assigned Contracts, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the Purchased Assets free and clear of any Liens, Claims, and Interests and any actions, efforts, and/or conduct designed to deprive the Purchaser of the Purchased Assets, including any and all tangible and intangible assets, personal property, goodwill, brand, and related likenesses acquired under the Stalking Horse APA.

50. **General Provisions**. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

51. The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to implement the terms and conditions of the Stalking Horse APA and the provisions of this Order.

52. Neither the Purchaser nor the Debtors shall have an obligation to close the Sale Transaction until all conditions precedent in the Stalking Horse APA to each of their respective obligations to close the Transactions have been satisfied or waived in accordance with the terms of the Stalking Horse APA.

53. The provisions of this Order are non-severable and mutually dependent.

54. **Texas Tax Claims**. Nothing in this Order shall amend, alter, or otherwise modify the terms of the Final DIP Order as it relates to any tax reserve established as adequate protection for the claims of the Texas Taxing Authorities.[7] In the event the entire Purchase Price consists of

[7] Texas Taxing Authorities are defined as Bexar County, Dallas County, City of El Paso, Fort Bend County, Galveston County, Lewisville Independent School District, McLennan County, City of Mexia, Montgomery

the Credit Bid, the Texas Taxing Authorities' ad valorem tax liens (the "Tax Liens") securing payment of their tax claims (the "Tax Claims") shall be retained against the assets encumbered by the Tax Liens as of the Petition Date (the "Texas Assets") until such time as the taxes and any accrued penalties and interest are paid in full. The Purchaser shall assume payment of the Tax Claims and shall be responsible for paying the Tax Claims in full as they come due, including any applicable post-petition penalties and interest. If the Tax Claims are due and payable, and are not paid within 30 days of Closing, the Texas Taxing Authorities may proceed with non-bankruptcy collections against the Purchaser and the Texas Assets without leave or approval of the Court. All parties' rights, including but not limited to (a) objecting to the priority, validity, amount, and extent of the claims and liens asserted by the Texas Taxing Authorities and (b) asserting claims and liens against the assets of the Texas Debtor contrary to those asserted by the Texas Taxing Authorities, are fully preserved.

55. **CP Oakley Deposit**. Notwithstanding anything to the contrary herein or in the Purchase Agreement, the Purchased Assets do not include any security deposit held by CP Oakley LP (CP Oakley) pursuant to that certain *Standard Industrial Lease Agreement* between CP Oakley and Partners Pharmacy of Texas, LLC (d/b/a Advanced Pharmacy).

56. **Access Information Management Corporation**. Notwithstanding any other provision in this Sale Order including, without limitation, Paragraphs S and 34, entry of the Sale Order and the relief granted herein shall have no impact on the rights and obligations of Care One

County, Rockwall CAD, San Marcos CISD, Tarrant County, Texas City Independent School District, Denton County, Hays County, Hill CAD, Hill County, Limestone County, Williamson County, Lubbock Central Appraisal District, Wichita County Tax Office, Clear Creek Independent School District, City of Houston, Spring Branch Independent School District, Woodlands Municipal Utility District 1, Woodlands Metro Center Municipal Utility District, Brazoria County, et al., Brazoria County MUD #17, Plano Independent School District, City of Garland, Garland Independent School District, Whitney Independent School District, City of Glen Rose, Glen Rose Independent School District, Somervell County, and Collin County Tax Assessor/Collector.

Management LLC to Access Information Management Corporation ("Access") under the Master Agreement attached to the Access objection [Docket No. 189].

57. **Estate of Richard Francis Rogan**. The Debtors or the Purchaser, as applicable, shall preserve any documents, records, or electronically stored information that may be discoverable in connection with *Stacy Tanzi and Denise Comastro, individually and as Co-Special Administrators and Personal Representatives of the Estate of Richard Francis Rogan v. Revive Health Senior Care, LLC*, Case No. CV24-00339, pending in the Second Judicial District Court of Washoe County, Nevada.

58. These records consist of all applicable liability insurance held by the Debtors in February of 2023, all records regarding Richard Rogan, all records and materials (electronic or otherwise) to, from and between debtors and defendants Revive Sparks, LLC, d/b/a Wingfield Skilled Nursing and Rehabilitation Center; Revive Health Senior Care Management, LLC, d/b/a Wingfield Skilled Nursing And Rehabilitation Center; St. Mary's Regional Medical Center, Inc., a Nevada Corporation; Kori Singleton, M.D., Individually; Olivia Baugh, M.D., Individually; Dorcas Amuah, DNP, Individually; Rachel Carr, Pharm D.; and ActualMeds Corporation, a Delaware corporation f/k/a Senior Care Consultant Group, LLC.

59. **Payment of Section 503(b)(9) Claims**. Notwithstanding anything to the contrary herein, as additional consideration for the Purchased Assets, the Purchaser shall pay up to $65,000 of allowed administrative expense claims under section 503(b)(9); provided, however, that nothing herein constitutes an admission as to the validity, priority, or amount of any such claim, and all rights, defenses, and objections with respect thereto are expressly preserved. Nothing in this Order shall prejudice the rights of any party to object to or contest claims under section 503(b)(9).

60. **Purchaser's Assumption of Unpaid Post-Petition Vendor Claims**. Notwithstanding anything to the contrary herein, as additional consideration for the Purchased Assets, the Purchaser shall assume up to $600,000 of post-petition vendor claims that are unpaid as of the Closing, which claims shall be paid by the Purchaser in the ordinary course; provided, however, that the assumption of any such claims shall not constitute an admission as to the validity, priority, or amount of any such claim, and all rights, defenses, and objections with respect thereto are expressly preserved. Nothing in this Order shall prejudice the rights of any party to object to or contest any such claims.

Signed: November 04, 2025

Christopher Lopez
United States Bankruptcy Judge