

This order is SIGNED.

Dated: February 7, 2025



JOEL T. MARKER
U.S. Bankruptcy Judge



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**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
DISTRICT OF UTAH CENTRAL DIVISION**

In re:

VOBEV, LLC, a Utah limited liability
company,

Debtor-in-Possession.

Bankruptcy Case No. 24-26346 (JTM)

Chapter 11

Honorable Joel T. Marker
[Filed Electronically]

**ORDER (I) APPROVING THE SALE OF SUBSTANTIALLY ALL
OF THE DEBTOR’S ASSETS FREE AND CLEAR OF ALL LIENS,
CLAIMS, INTERESTS, AND ENCUMBRANCES, (II) APPROVING THE
DEBTOR’S ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)¹ of the above-captioned debtor and debtor-in-possession (the “Debtor”) pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2002-1 and 9013-1 for entry of an order (this “Sale Order”) (a) authorizing and approving that certain *Asset Purchase Agreement*, dated as of January 6, 2025, entered into by and between the Debtor, as seller (the “Seller”) and Adonis Acquisition Holdings LLC, as purchaser (together with its designees and assigns, the “Purchaser”), a copy of which is attached to the *Notice of Filing of Asset Purchase Agreement by and Between Adonis Acquisition Holdings LLC, as Purchaser, and Vobev, LLC, as Seller* [Docket No. 171] (as amended, including by that certain *Amendment to Asset Purchase Agreement* effective as of February 3, 2025 [Docket No. 333, Ex. A], the “Stalking Horse APA”), (b) authorizing and approving the sale of substantially all of the Debtor’s assets (the “Purchased Assets”) to the Purchaser pursuant to the Stalking Horse APA (the “Sale”) free and clear of all claims, liens, interests, and encumbrances, (c) authorizing and approving the assumption and assignment of the Purchased Contracts (as defined below) to the Purchaser, and (d) granting related relief; and the Court having conducted a hearing on January 9, 2025 and having entered that certain *Order (I)(A) Approving Certain Bidding Procedures and the Form and Manner of Notice Thereof*,

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, the Bidding Procedures Order (as defined below), or the Stalking Horse APA (as defined below), as applicable.

(B) *Approving the Debtor's Entry Into the Stalking Horse APA*, (C) *Approving the Form and Manner of Notice of the Sale Hearing*; and (II) *Granting Related Relief* [Docket No. 213] (the "Bidding Procedures Order") approving, among other things, the Bidding Procedures, the Sale Notice, the Notice of Successful Bidder, the procedures for assumption and assignment of Purchased Contracts in connection with the Sale, and authorizing the Debtor to enter into the Stalking Horse APA; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion, as further explained and supported by the First Day Declaration, the Popehn Declaration, and the *Supplemental Declaration of John Popehn of Houlihan Lokey Capital, Inc. in Support of the Sale Transaction* filed on February 5, 2025 [Docket No. 355], is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and the Debtor having determined that the highest and otherwise best offer for the Purchased Assets was made by the Purchaser pursuant to the Stalking Horse APA; and the Court having conducted a hearing on February 5, 2025 (the "Sale Hearing"), at which time all parties in interest were offered an opportunity to be heard with respect to the Sale and to consider the approval of the Sale pursuant to the terms and conditions of the Stalking Horse APA, and the Court having considered: (i) the Motion and any objections thereto, (ii) the Sale, (iii) the arguments of counsel made, and evidence adduced, related thereto, and (iv) the record of the Sale Hearing held before the Court; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Stalking Horse APA and the Sale and the other transactions

contemplated by the Stalking Horse APA; and this Court having found that adequate and reasonable notice of the Sale, the relief requested by the Motion as set forth in this Sale Order, and the Sale Hearing has been provided to all entities required to be served in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; and the Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor; it is hereby **ORDERED THAT**:²

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this chapter 11 case pursuant to Bankruptcy Rule 9014.

B. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. This Court has jurisdiction over the Motion and over the property of the Debtor, including the Purchased Assets to be sold, transferred, and conveyed pursuant to the Stalking Horse APA, pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this chapter 11 case and the Motion in this District and Court is proper under 28 U.S.C. §§ 1408 and 1409.

D. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable

² All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not otherwise inconsistent with the express terms of this Sale Order.

by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Sale Order, and directs immediate entry of judgment as set forth herein.

E. The Debtor's rights, title and interest in the Purchased Assets constitute property of the Seller's bankruptcy estate and title thereto is vested in the Seller's bankruptcy estate within the meaning of section 541(a) of the Bankruptcy Code.

F. The statutory bases for the relief requested in the Motion and provided for herein are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

G. On December 9, 2024 (the "Petition Date"), the Debtor filed a voluntary petition in this Court for relief under chapter 11 of the Bankruptcy Code, commencing this chapter 11 case. Since the Petition Date, the Debtor has continued to operate its business and manage its property as debtor-in-possession pursuant to Bankruptcy Code sections 1107 and 1108.

H. This Court previously entered the Bidding Procedures Order: (i) approving the Bidding Procedures in connection with the sale of all or substantially all of the Debtor's assets; (ii) approving the Debtor's entry into the Stalking Horse APA, subject to higher or otherwise better offers submitted in accordance with the Bidding Procedures, naming the Purchaser as Stalking Horse Purchaser; (iii) approving the form and manner of notice of the proposed Sale, the Stalking Horse APA, the Bidding Procedures, the Auction, and the Sale Hearing; (iv) approving procedures for the assumption and assignment of the Purchased Contracts in connection with the Sale, and the form and manner of the notice thereof; (v) scheduling certain dates with respect thereto; and (vi) granting certain related relief.

I. As evidenced by the affidavits or certificates of service and publication previously filed with the Court,³ demonstrated by the evidence presented at, and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate, and sufficient notice regarding the Motion, the Sale Hearing, the Auction, the Sale, and the assumption and assignment pursuant to this Sale Order and the Stalking Horse APA of the executory contracts and unexpired leases to be assumed and assigned to the Purchaser at Closing (whether or not deemed to be executory contracts or unexpired leases under the Stalking Horse APA, such contracts and leases designated as Assigned Contracts and Assigned Leases under the Stalking Horse APA in the Purchaser's sole discretion shall collectively be referred to herein as the "Purchased Contracts") has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014 and in compliance with the Bidding Procedures Order, to each party entitled to such notice, including, as applicable: (1) the U.S. Trustee; (2) counsel to the Creditors' Committee; (3) counsel to the Purchaser; (4) all parties known by the Debtor to assert a lien on any of the Purchased Assets; (5) all persons known or reasonably believed, after reasonable inquiry, to have asserted a lien, encumbrance, claim, or any other interest in any of the Purchased Assets; (6) all persons known or reasonably believed to have expressed an interest in acquiring all or a substantial portion of the assets of the Debtor from the six months prior to the Petition Date to the present; (7) the Office of the United States Attorney for the District of Utah; (8) the Office of the Attorney General in each state in which the Debtor operates; (9) the Office of the Secretary of State in each state in which the Debtor operates or is organized; (10) all taxing authorities having jurisdiction over any of the Purchased Assets, including the Internal Revenue Service; (11) the Debtor's other known creditors and equity security holders; (12) all

³ Docket Nos. 92, 106, 190, 258, 291, and 300.

counterparties to the Purchased Contracts; (13) all parties set forth in the Debtor's master service list and creditor matrix in this chapter 11 case; and (14) all other parties that had filed a notice of appearance and demand for service of papers in this chapter 11 case as of the service date of the Bidding Procedures Order. With respect to entities whose identities are not reasonably ascertained by the Debtor, publication of the Sale Notice once in the national edition of The Wall Street Journal, on January 16, 2025, as evidenced by the *Certificate of Publication* filed by the Debtor at Docket No. 291, was, and is deemed, sufficient and reasonably calculated under the circumstances to reach such entities. The notices described above, in the Motion, and in the Bidding Procedures Order were good, sufficient, and appropriate under the circumstances, and reasonably calculated to reach and apprise all known and unknown holders of liens, claims, and encumbrances, and no other or further notice of the Motion, the Auction, the Sale, the Sale Hearing, the potential assumption and assignment of the Purchased Contracts or the related Cure Amounts (as defined below) is, or shall be, required.

J. The Sale Notice provided all interested parties with timely and proper notice of the Sale, Bid Deadline, Auction, and Sale Hearing. Further, a reasonable opportunity to object to and to be heard regarding the relief granted by this Sale Order has been afforded to parties entitled to notice pursuant to Bankruptcy Rule 6004(a).

K. In accordance with the Bidding Procedures Order, the Debtor has served upon each non-Debtor counterparty to a contract or lease a notice (as amended, modified, or otherwise supplemented from time to time, the "Cure Notice") of the potential assumption and assignment of the contract or lease and of the amounts necessary to cure any defaults under the proposed Purchased Contracts (the "Cure Amounts") pursuant to section 365(b) of the Bankruptcy Code.

L. The Debtor has articulated good and sufficient reasons for this Court to grant the relief requested in the Motion and provided for herein.

M. The disclosures made by the Debtor at (i) the Sale Hearing, and (ii) in the Motion, the Sale Notice, and related documents filed with the Court concerning the Bidding Procedures, the Stalking Horse APA, the Auction, the Sale and the Sale Hearing were good, complete and adequate.

N. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, proposed and executed in good faith as a result of arms'-length negotiations, and were substantively and procedurally fair to all parties.

O. The Debtor conducted the sale process in accordance with, and has otherwise complied in all respects with, the Bidding Procedures Order. The sale process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any entity to make a higher or otherwise better offer to purchase the Purchased Assets.

P. The terms contained in the Stalking Horse APA constitute the highest and best offer for the Purchased Assets and will provide a greater recovery for the Purchased Assets than would be provided by any other available alternative. The Debtor's determination that the Stalking Horse APA constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of Debtor's business judgment.

Q. The Stalking Horse APA and the Sale contemplated thereby represent a fair and reasonable agreement to purchase the Purchased Assets under the circumstances of this chapter 11 case. No other entity or group of entities has presented a higher or otherwise better offer to the Debtor to purchase the Purchased Assets for greater economic value to the Debtor's estate than the Purchaser.

R. Approval of the Motion and the Stalking Horse APA and the consummation of the Sale contemplated thereby is in the best interests of the Debtor, its creditors and its estate and other parties in interest in this chapter 11 case.

S. The Debtor has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale of the Purchased Assets because, among other reasons: (i) the Stalking Horse APA constitutes the highest and best offer for the Purchased Assets; (ii) the Stalking Horse APA and the closing thereon will present the best opportunity to realize the value of the Purchased Assets; and (iii) any other transaction would not have yielded as favorable an economic result.

T. Neither the Purchaser nor any of its affiliates, members, officers, directors, shareholders, principals, employees, attorneys, advisors, professionals, agents, or any if its or their respective successors or assigns is an “insider” or “affiliate” of the Debtor, as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code. The Purchaser’s professionals, agents, and other representatives have complied in all respects with the Bidding Procedures Order and all other applicable orders of the Court in negotiating and entering into the Stalking Horse APA. The Stalking Horse APA complies with the Bidding Procedures Order and all other applicable orders of the Court.

U. The Purchaser is purchasing the Purchased Assets in good faith and is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and, therefore, is entitled to the full protections of that provision, including in the event that this Sale Order or any portion hereof is reversed or modified on appeal; and otherwise has proceeded in good faith in all respects in connection with the sale of the Purchased Assets in that (i) the Purchaser recognized that the Debtor was free to deal with any other party interested in acquiring the Purchased Assets; (ii) the

Purchaser complied with the provisions of the Bidding Procedures Order in all respects; (iii) the Purchaser agreed to subject its bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order, including an Auction; (iv) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed; (v) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (vi) the negotiation and execution of the Stalking Horse APA, including the Sale contemplated thereby, were at arms'-length and in good faith.

V. Neither the Debtor nor the Purchaser (nor any of their respective affiliates, members, officers, directors, shareholders, principals, employees, attorneys, advisors, professionals, agents, successors, or assigns) (i) has entered into the Stalking Horse APA or proposes to consummate the Sale for the purpose of hindering, delaying, or defrauding the Debtor's present or future creditors or other parties in interest or (ii) is entering into the Stalking Horse APA or is proposing to consummate the Sale fraudulently, for the purpose of statutory or 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 or any other applicable jurisdiction with laws substantially similar to the foregoing.

W. The Stalking Horse APA and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. The Debtor, the Purchaser, and the Purchaser's agents, representatives, advisors and affiliates have not engaged in any conduct that would cause or permit the Stalking Horse APA or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Debtor and its professionals marketed the Purchased Assets and

conducted the marketing and sale process in substantial compliance with the Bidding Procedures Order.

X. The Purchaser participated in the sale process in good faith and has not acted in a collusive manner with any of the other bidders, potential bidders, or any other parties interested in or potentially interested in the Purchased Assets.

Y. Pursuant to the Stalking Horse APA and as more fully set forth therein, the Purchaser has offered to purchase the Purchased Assets in exchange for, without duplication, (i) a credit bid, on a dollar-for-dollar basis, pursuant to section 363(k) of the Bankruptcy Code comprised of the full amount of the DIP Obligations (as defined in the DIP Order⁴) outstanding as of the Closing Date *plus* such amount of the Prepetition Obligations (as defined in the DIP Order) that the aggregate credit bid amount equals \$150,000,000 (the “Credit Bid Amount”); (ii) assumption of the Assumed Liabilities (subject to the limitations set forth in the Stalking Horse APA); and (iii) the Excluded Cash. The Debtor selected the Purchaser to serve as the Stalking Horse Bidder pursuant to the Bidding Procedures Order. The Purchaser is an acquisition entity designated by the DIP Agent and Prepetition Collateral Agent (each, as defined in the DIP Order).

Z. The Purchaser had submitted its bid, and no Qualified Bids other than the Purchaser’s bid were received, by the Bid Deadline of January 24, 2025 at 4:00 p.m. (Mountain Time). The Debtor determined, in a valid and sound exercise of its business judgment, that the transactions contemplated by the Stalking Horse APA represented the highest and best bid and, therefore, the Purchaser’s bid was designated as the Successful Bid. As established by the record

⁴ “DIP Order” shall mean the *Final Order (I) Authorizing the Debtor to Obtain Postpetition Senior Secured Financing, (II) Authorizing the Debtor to Use Cash Collateral on a Limited Basis, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 326].

of the Sale Hearing, the Debtor and the Purchaser have complied in all material respects with the Bidding Procedures Order. The Bidding Procedures afforded a full, fair, and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Purchased Assets.

AA. As set forth more fully in the DIP Order, the Debtor has acknowledged that the Prepetition Obligations (as defined therein): (a) constitute legal, valid, binding, enforceable, and unavoidable obligations of the Debtor, which are not subject to any Challenge (as defined in the DIP Order); (b) are secured by valid, binding, enforceable, unavoidable and properly perfected Prepetition Liens on the Prepetition Collateral, which are not subject to any Challenge (each, as defined in the DIP Order); (c) constitute allowed secured claims under Section 502(a) of the Bankruptcy Code; and (d) are authorized to be credit bid pursuant to Section 363(k) of the Bankruptcy Code.

BB. As set forth more fully in the DIP Order, the DIP Obligations (as defined in the DIP Order): (a) constitute legal, valid, binding, enforceable, and unavoidable obligations of the Debtor; (b) are secured by valid, binding, enforceable, unavoidable and properly perfected DIP Liens on the DIP Collateral (each, as defined in the DIP Order); and (c) are authorized to be credit bid pursuant to Section 363(k) of the Bankruptcy Code.

CC. Pursuant to applicable law, including section 363(k) of the Bankruptcy Code and in accordance with the DIP Order, the Purchaser is authorized to credit bid the Credit Bid Amount as contemplated under the Stalking Horse APA. The Credit Bid Amount is valid and proper consideration pursuant to sections 363(b) and 363(k) of the Bankruptcy Code, the Bidding Procedures Order, and the DIP Order.

DD. The consideration provided by the Purchaser pursuant to the Stalking Horse APA: (i) is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession thereof, or the District of Columbia (including the Uniform Fraudulent Transfer Act); (ii) is fair consideration under the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, the Bankruptcy Code, and other applicable laws; and (iii) will provide a greater recovery for the Debtor's estate and its creditors than would be provided by any other reasonably practicable available alternative. The Stalking Horse APA was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtor under the Bankruptcy Code or under any other applicable law. Neither the Debtor nor the Purchaser has entered into the Stalking Horse APA or is consummating the Sale with any fraudulent intent or otherwise improper purpose. The Court's approval of the Motion as set forth herein, the Sale, and the Stalking Horse APA is in the best interests of the Debtor, its estate, its creditors, and all other parties in interest.

EE. To the greatest extent allowable by applicable law, by virtue of the consummation of the transactions contemplated under the Stalking Horse APA: (i) neither the Purchaser nor any of its affiliates, members, shareholders, successors, or assigns is a continuation of the Debtor or its estate, there is not substantial continuity between the Purchaser or any of its affiliates, members, shareholders, successors, or assigns, and the Debtor, and there is no continuity of enterprise between the Debtor and the Purchaser or any of its affiliates, members, shareholders, successors, or assigns; (ii) neither the Purchaser nor any of its affiliates, members, shareholders, successors, or assigns is holding itself out to the public as a continuation of the Debtor or its estate; (iii) the transactions do not amount to a consolidation, merger, or *de facto* merger of the Purchaser or any

of its affiliates, members, shareholders, successors, or assigns, and the Debtor and/or the Debtor's estate; and (iv) neither the Purchaser nor any of its affiliates, members, shareholders, successors, or assigns is a successor or assignee of the Debtor or its estates for any purpose including, but not limited to, under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat or unclaimed property laws, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), and, except as expressly provided in the Stalking Horse APA or this Sale Order, neither the Purchaser nor any of its affiliates, members, shareholders, successors, or assigns shall have any liability or obligation under the WARN Act or the Comprehensive Environmental Response Compensation and Liability Act and neither the Purchaser nor any of its affiliates, members, shareholders, successors, or assigns shall be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the ERISA, the Multiemployer Pension Protection Act, the Pension Protection Act, and/or the Fair Labor Standards Act. Except for the Assumed Liabilities or as otherwise expressly provided in the Stalking Horse APA, (x) the transfer of the Purchased Assets to the Purchaser and (y) the assumption and assignment to the Purchaser of the Purchased Contracts does not and shall not subject the Purchaser or any of its affiliates, members, shareholders, successors, or assigns to any liability whatsoever with respect to the operation of the Debtor's business before the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based on, in whole or in part, directly

or indirectly, any theory of law or equity including, without limitation, any theory of antitrust or successor or transferee liability.

FF. The Sale neither impermissibly restructures the rights of the Debtor's creditors nor impermissibly dictates the terms of a plan of liquidation or reorganization of the Debtor. This Sale Order does not constitute a *sub rosa* plan.

GG. The Purchased Assets⁵ constitute property of the Debtor's estate and title thereto is vested in the Debtor's estate within the meaning of section 541 of the Bankruptcy Code. The Debtor, acting by and through its existing agents, representatives, and officers, (i) has full corporate or other organizational power and authority to execute and deliver the Stalking Horse APA and all other documents contemplated thereby, and the Sale to Purchaser has been duly and validly authorized by all necessary corporate action, (ii) has all of the corporate or other organizational power and authority necessary to consummate the Sale and all transactions contemplated by the Stalking Horse APA, (iii) has taken all corporate or other organizational

⁵ Pursuant to the *Amendment to Asset Purchase Agreement*, effective as of February 3, 2025 [Docket No. 333, Ex. A], the Purchaser has agreed that (i) the Purchased Assets shall not include any transfer of intellectual property rights owned by Belvac, (ii) the Purchased Contracts shall not include any **prepetition** contracts between the Debtor and Belvac, but the Purchased Contracts shall include the Critical Vendor Agreement entered into post-petition between the Debtor and Belvac, and (iii) the "Litigation Claims", as that term is defined in the Committee Resolution (as defined in the DIP Order) incorporated by reference into the DIP Order, and as that term is clarified below, will be transferred to and vested in either the Purchaser or a Litigation Trust (as defined in the Committee Resolution) in accordance with the terms of the Committee Resolution. In accordance with the Committee Resolution, and subject to the Vesting Procedures (as defined in the Committee Resolution), the Purchased Actions shall not include certain specified "Litigation Claims" including, but not limited to, all claims and causes of action against the Debtor's insiders, affiliates, directors, and officers; **provided, however**, the Litigation Claims shall not include (i) causes of action or claims against (A) customers, suppliers, vendors, or contract counterparties of the Purchaser's post-closing business, or (B) employees hired by the Purchaser, or (ii) causes of action or claims against Carlin Adrianopoli, Alan Carr, Alan Boyko, John Sacksteder, the Purchaser, the Pre-Petition Secured Lenders, the DIP Lenders, Ares Capital Corporation, ACF Finco I LP, or any of Ares' Related Parties (as defined in the DIP Order). To the extent there is any ambiguity regarding what causes of action constitute Litigation Claims, any corresponding litigation commenced by the Trust (as defined in the Committee Resolution) shall be subject to Ares' reasonable consent.

action necessary to authorize and approve the Stalking Horse APA and the consummation by the Debtor of the Sale and all transactions contemplated thereby, and (iv) the Debtor requires no further consents or approvals to consummate the Sale contemplated by the Stalking Horse APA, except as otherwise set forth in the Stalking Horse APA.

HH. The transfer of each of the Purchased Assets to the Purchaser will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will vest the Purchaser with all right, title, and interest of the Seller to the Purchased Assets free and clear of all Encumbrances (as defined below) accruing, arising or relating thereto any time prior to the Closing Date, unless otherwise expressly assumed in, or transferred by, the Stalking Horse APA.

II. The Debtor may sell the Purchased Assets free and clear of all Encumbrances (as defined below) against the Debtor, its bankruptcy estate, or any of the Purchased Assets (unless expressly assumed under the Stalking Horse APA) because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Each Encumbrance (other than an Assumed Liability) that is attached to the Purchased Assets to be transferred on the Closing Date: (i) is subject to release or discharge under applicable non-bankruptcy law, (ii) is held by an entity that has consented to the Sale or is deemed to have consented to the Sale; (iii) constitutes a lien against some or all of the Purchased Assets and the price at which such property is to be sold under the Stalking Horse APA is greater than the aggregate value of all liens on such property, (iv) is the subject of a bona fide dispute, or (v) is held by an entity that could be compelled in a legal or equitable proceeding to accept money satisfaction of such encumbrance.

JJ. Those holders of Encumbrances (as defined below) against the Debtor, its bankruptcy estate, or any of the Purchased Assets who did not object, or who withdrew their

objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Encumbrances who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. Specifically, all holders of Encumbrances (other than the Assumed Liabilities) are adequately protected by having their Encumbrances, if any, in each instance against the Seller, its bankruptcy estate, or any of the Purchased Assets, attach to the net cash proceeds, if any, of the Sale ultimately attributable to the Purchased Assets in which such creditor alleges an interest, in the same order of priority with the same validity, force, and effect that such creditor had prior to the Sale, subject to any rights, claims, and defenses the Debtor or its estate may possess with respect thereto.

KK. More specifically, with respect to the Sale objection filed by Belvac Production Machinery, Inc. (“Belvac”) [Docket No. 306], the Court assumes that a copy of certain software to which Belvac owns intellectual property rights is, in fact, installed on or embedded in certain equipment being sold to the Purchaser under the Stalking Horse APA. The equipment at issue is encumbered by senior liens in favor of the DIP Agent and the Prepetition Collateral Agent (each, as defined in the DIP Order), each of which has consented to the Sale. This Sale Order does not authorize the Purchaser to purchase or license any intellectual property rights owned by Belvac, and the prepetition contracts between Belvac and the Debtor will not be a Purchased Asset or Purchased Contract, but such prepetition agreements between the Debtor and Belvac shall be deemed rejected upon entry of this Sale Order. As a result, the equipment at issue in the Belvac Sale objection may be sold free and clear of the senior liens in favor of the DIP Agent and the Prepetition Collateral Agent because the holders of valid liens against such equipment have consented to the Sale.

LL. If, except as otherwise assumed in, or permitted by, the Stalking Horse APA, the Sale was not free and clear of all Encumbrances (as defined below), or if the Purchaser would, or in the future could, be liable for any of the Encumbrances, the Purchaser would not have entered into the Stalking Horse APA and would not consummate the Sale, thus adversely affecting the Debtor and its bankruptcy estate and creditors.

MM. The Debtor has demonstrated that it is an exercise of its sound business judgment to assume and assign the Purchased Contracts to the Purchaser pursuant to the terms of this Sale Order and the Stalking Horse APA, in each case in connection with the consummation of the Sale, and the assumption and assignment of the Purchased Contracts is in the best interests of the Debtor, its bankruptcy estate and creditors, and other parties in interest. The Purchased Contracts are an integral part of the Stalking Horse APA and the Sale and the assumption and assignment of Purchased Contracts are reasonable and enhance the value of the Debtor's bankruptcy estate. Any non-Debtor counterparty to any of the Purchased Contracts that has not actually filed with the Court an objection to such assumption and assignment in accordance with the *Order Approving Debtor's Motion for Entry of an Order (I) Setting Cure Amounts; and (II) Granting Related Relief* [Docket No. 302] is deemed to have consented to such assumption and assignment.

NN. The Debtor and the Purchaser have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), 365(b)(1)(B), 365(b)(1)(C), and 365(f) of the Bankruptcy Code, in connection with the assumption and assignment of the Purchased Contracts to the extent provided under this Sale Order and the Stalking Horse APA and: (i) have or will have cured any default under each of the Purchased Contracts existing as of the date that such Purchased Contracts are assumed, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (ii) have provided compensation or adequate

assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under each of the Purchased Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Purchaser has provided adequate assurance of future performance with respect to the Purchased Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. For the avoidance of doubt, the Purchased Contracts, including without limitation all “Trade Agreements” (as defined in the *Debtor’s Motion for Entry of Interim and Final Orders (I) Authorizing Debtor to Pay Certain Prepetition Claims of Critical Vendors and Section 503(b)(9) Claimants, and (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests, and (III) Granting Related Relief* [Docket No. 11]) listed on Schedule 2.1(f) to the Stalking Horse APA, are assignable notwithstanding any provisions contained therein to the contrary.

OO. [Reserved.]

PP. The Stalking Horse APA and Sale must be approved and the Closing must occur promptly to preserve the value of the Purchased Assets and the Debtor’s bankruptcy estate.

QQ. Given all of the circumstances of this chapter 11 case and the adequacy and fair value of the consideration provided by the Purchaser under the Stalking Horse APA, the Sale constitutes a reasonable and sound exercise of the Debtor’s business judgment, is in the best interests of the Debtor, its bankruptcy estate, its creditors, and other parties in interest in this chapter 11 case, and should be approved.

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

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

1. The relief requested in the Motion, and the transactions contemplated thereby and by the Stalking Horse APA, are **APPROVED** as set forth in this Sale Order and on the record of the Sale Hearing, which is incorporated herein as if fully set forth in this Sale Order, and the Sale contemplated by the Stalking Horse APA is **APPROVED**.

2. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits, including without limitation the following: (i) *Reservation of Rights of the Official Committee of Unsecured Creditors Regarding (I) Final Approval of the Debtor's Proposed Dip Facility and (II) the Proposed Sale of Substantially All of the Debtor's Assets* [Docket No. 297]; (ii) *Objection to Proposed Assumption of Leases for Failure to Provide Adequate Assurances of Future Performance* [Docket No. 304]; (iii) *Objection of Belvac Production Machinery, Inc. to the Debtor's Sale Motion* [Docket No. 306]; (iv) *Objection of Cigna to Notice of Possible Assumption and Assignment with Respect to Executory Contracts and Unexpired Leases of the Debtor* [Docket No. 321]; and (v) *Objection of BMO Bank N.A. to Debtor's Sale Motion* [Docket No. 328]. All objections to the entry of this Sale Order or to the relief granted herein that were not timely filed are hereby forever barred. Notice of the Motion, the Auction, the Sale Hearing, and the Sale was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

Approval of the Sale of the Purchased Assets

3. The Stalking Horse APA, including all other ancillary documents, and all of the terms and conditions thereof, and the Sale contemplated thereby, including the Purchase Price and the Credit Bid Amount, are hereby approved in all respects.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor and the Purchaser, acting by and through their respective existing agents, representatives, and officers, is authorized and empowered to take any and all actions necessary or appropriate to: (a) consummate and close the Sale pursuant to and in accordance with the terms and conditions of this Sale Order and the Stalking Horse APA; (b) transfer and assign all right, title, and interest to all property, licenses, and rights to be conveyed in accordance with the terms and conditions of this Sale Order and the Stalking Horse APA; and (c) execute and deliver, perform under, consummate, and implement this Sale Order, the Stalking Horse APA, and all additional instruments and documents that may be reasonably necessary or desirable to implement this Sale Order, the Stalking Horse APA and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by this Sale Order, the Stalking Horse APA and any such other ancillary documents. The Debtor is further authorized to pay, without further order of the Court, whether before, at, or after the Closing, any expenses or costs that are required to be paid in order to consummate the transactions contemplated by the Stalking Horse APA or perform their obligations under the Stalking Horse APA, in each case in accordance with the DIP Order (including the Approved Budget (as defined therein)).

5. This Sale Order will be binding in all respects upon the Debtor, its bankruptcy estate, all creditors, all holders of equity interests in the Debtor, all holders of any Encumbrances (whether known or unknown) against the Debtor, any and all alleged holders of Encumbrances against or on all or any portion of the Purchased Assets, all counterparties to the Purchased

Contracts, the Purchaser and all agents, representatives, affiliates, and permitted successors and assigns of the Purchaser, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in the Debtor's chapter 11 case or upon a conversion to chapter 7 under the Bankruptcy Code of the Debtor's case. The terms and provisions of the Stalking Horse APA and this Sale Order will inure to the benefit of the Debtor, its bankruptcy estate, its creditors, the Purchaser and all agents, representatives, affiliates, and permitted successors and assigns of the Purchaser, and any other affected third parties, including, without limitation, all persons asserting any Encumbrances in the Purchased Assets to be sold to the Purchaser pursuant to the Stalking Horse APA, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise will be binding.

Sale and Transfer of Purchased Assets

6. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, upon the Closing Date and except as otherwise set forth in the Stalking Horse APA or this Sale Order, the Debtor's rights, title and interests in and to the Purchased Assets will be transferred to the Purchaser free and clear of all encumbrances, claims, interests, and liens, including mortgages, restrictions, covenants, easements, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, other interests, conditional sale or other title retention agreements, pledges, and other liens (including mechanics', materialman's, possessory and other consensual and non-consensual liens and statutory liens), judgments, demands, rights of first refusal, offsets, contracts, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, derivative and vicarious liability, alter-ego, environmental, or tax, decrees of any court or

foreign or domestic governmental entity, or charges of any kind or nature, if any, against the Debtor or the Purchased Assets, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, including any pension liabilities, retiree medical benefit liabilities, employee benefit liabilities, liabilities arising under or related to the Internal Revenue Code, of the Debtor or any of the Debtor's predecessors or affiliates, claims, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to, at, or subsequent to the commencement of this chapter 11 case, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (collectively, the "Encumbrances"), with all such Encumbrances to attach to the net cash proceeds, if any, of the Sale in the order of their priority, with the same validity, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses that the Debtor and its bankruptcy estate may possess with respect thereto.

7. On the Closing Date, this Sale Order will be construed and will constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to the Purchaser pursuant to the terms and conditions set forth in this Sale Order and the Stalking Horse APA. For the avoidance of doubt, the Excluded Assets and Excluded Liabilities set forth in the Stalking Horse APA are not included in the Purchased Assets and such Excluded Assets and Excluded Liabilities shall remain property and liabilities of the Debtor's estate. Subject only to

the Pool 5 Cure and Adequate Assurance Procedures (as defined below), notwithstanding anything else to the contrary herein or in the Stalking Horse APA, to the extent that certain deposit account held at BMO Bank N.A. ("BMO") with account number ending in ***1626, along with all funds held therein (collectively, the "BMO Collateral") constitutes property of the estate as defined in section 541 of the Bankruptcy Code, such BMO Collateral is an Excluded Asset as that term is defined in the Stalking Horse APA.

8. Subject to the terms and conditions of this Sale Order, the transfer of the Purchased Assets to the Purchaser pursuant to the Stalking Horse APA and the consummation of the Sale and any related actions contemplated thereby do not require any consents other than as specifically provided for in this Sale Order and the Stalking Horse APA, constitute a legal, valid, and effective transfer of the Purchased Assets, and will vest the Purchaser with all of the Debtor's rights, title, and interests in and to the Purchased Assets as set forth in this Sale Order and the Stalking Horse APA, as applicable, free and clear of all Encumbrances of any kind or nature whatsoever (except as otherwise expressly assumed pursuant to the Stalking Horse APA).

9. The Purchaser, to the extent provided by this Sale Order or the Stalking Horse APA, will be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval ("Licenses") of the Seller constituting Purchased Assets, and all such Licenses are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date as provided by this Sale Order and the Stalking Horse APA. To the extent any Licenses are not an assumable and assignable executory contract, the Purchaser shall make reasonable efforts to apply for and obtain any Licenses promptly as of the Closing Date, and the Debtor shall cooperate with the Purchaser in those efforts. All existing Licenses shall remain in place for the Purchaser's benefit until either new Licenses are obtained or existing

Licenses are transferred in accordance with applicable administrative procedures. To the fullest extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to the Purchaser on account of the filing or pendency of this chapter 11 case, the consummation of the Sale, or such other bases prohibited by section 525 of the Bankruptcy Code. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Sale, including this Sale Order.

10. Upon consummation of the Sale, if any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or recorded real property interests, or filed any other documents or agreements evidencing Encumbrances against or in the Purchased Assets has not delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Encumbrances that the person or entity has with respect to the Purchased Assets (unless otherwise expressly assumed in, or transferred by, the Stalking Horse APA), or otherwise, then: (a) the Debtor is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets; and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, will constitute conclusive evidence of the release of all Encumbrances in the Purchased Assets of any kind or nature (except as otherwise assumed in, or transferred by, the Stalking Horse APA); *provided that*, notwithstanding anything in this Sale Order or the Stalking Horse APA to the contrary, the provisions of this Sale Order will be self-executing, and neither the Debtor nor the Purchaser will be required to execute or file

releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order. For the avoidance of doubt, upon consummation of the Sale, the Purchaser is authorized to file termination statements, lien terminations, or other amendments in any required jurisdiction to remove notice filings, financing statements or other documents recorded to attach, perfect, or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Sale Order under section 363 of the Bankruptcy Code and the related provisions of the Bankruptcy Code.

11. Except to the extent expressly included in Assumed Liabilities, or to enforce the Stalking Horse APA, all entities, including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts and unexpired leases, customers, dealers, sale representatives, vendors, suppliers, trade creditors, mechanics, contractors, subcontractors, current and former directors, officers and employees of the Debtor, and any other creditors holding or entitled to assert, directly or indirectly, Encumbrances of any kind or nature whatsoever against or in the Debtor and its bankruptcy estate or the Purchased Assets arising under or out of, in connection with, or in any way relating to, the Debtor, the Purchased Assets or the transfer of the Purchased Assets to the Purchaser, hereby are forever barred and estopped, from asserting any Encumbrances of any kind or nature whatsoever arising prior to the Closing directly or indirectly against the Purchaser and its permitted successors, designees, and assigns, or property, or the Purchased Assets (including any leasehold interest) conveyed in accordance with the Stalking Horse APA.

12. As of and after the Closing: (a) each of the Debtor's creditors is hereby authorized to execute such documents and take all other actions as may be necessary to release its Encumbrances (if any) in the Purchased Assets as such Encumbrances may have been recorded or

may otherwise exist; and (b) any Purchased Asset that may be subject to a statutory or mechanic's lien pursuant to applicable law will be turned over and such liens will attach to the net cash proceeds, if any, of the Sale in the same priority they currently enjoy with respect to the Purchased Assets.

Contracts and Leases to be Assumed and Assigned

13. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date, the Seller's assumption and assignment to the Purchaser, and the Purchaser's assumption, on the terms set forth in this Sale Order and the Stalking Horse APA of the Purchased Contracts, is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

14. The Seller is hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume and assign to the Purchaser, effective upon the Closing Date, the Purchased Contracts free and clear of all Encumbrances of any kind or nature whatsoever (except as otherwise expressly assumed in, or transferred by, the Stalking Horse APA) and to execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Purchased Contracts to the Purchaser.

15. Upon the Closing, or such later date such Purchased Contract is assumed and assigned pursuant to the Stalking Horse APA, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser will be fully and irrevocably vested in all right, title, and interest of each of the Purchased Contracts.

16. The Purchased Contracts will be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms pursuant to the Stalking Horse APA, notwithstanding any provision in any such Purchased Contracts (including those of

the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer.

17. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, at the Closing, or as soon as reasonably practicable thereafter, Purchaser will pay to the respective counterparty the Cure Amounts relating to the Purchased Contracts in accordance with the Stalking Horse APA.

18. The payment of the applicable Cure Amounts (if any) will effect a cure of any and all defaults (both monetary and non-monetary in nature) that exist as of the date that such Purchased Contracts are assumed and compensate for any actual pecuniary loss to such non-Debtor party resulting from such default(s).

19. Upon the Closing, or as otherwise provided in the Stalking Horse APA, Purchaser will assume the Purchased Contracts, and, pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Seller of such Purchased Contracts will not be a default thereunder. After payment of the relevant Cure Amounts, if any, neither the Debtor, its bankruptcy estate, nor the Purchaser will have any further liabilities to the non-Debtor counterparties to the Purchased Contracts, other than Purchaser's obligations under the Purchased Contracts that accrue or become due and payable on or after the date that such Purchased Contracts are assumed.

20. Except as otherwise agreed in writing between the Purchaser, the Debtor and the applicable non-Debtor party to any of the Purchased Contracts or as determined by separate Court order, the Cure Amounts for the Purchased Contracts are hereby fixed at the amounts set forth on **Exhibit 1** attached to this Sale Order, and the non-Debtor parties to such Purchased Contracts are forever bound by such Cure Amounts and, upon payment of such Cure Amounts, if any, are hereby enjoined from taking any action against the Debtor and its bankruptcy estate, the Purchaser and all agents, representatives, affiliates, and permitted successors and assigns of the Purchaser, or the

Purchased Assets with respect to any claim for Cure Amounts, any default arising from any failure to perform nonmonetary obligations prior to the Closing, or otherwise under the Purchased Contracts.

21. Notwithstanding anything to the contrary in this Sale Order, or any notice related thereto, the Employee Benefits Agreements (as defined in the *Objection of Cigna to: (A) Debtor's Motion for Entry of an Order (I) Setting Cure Amounts for Certain Contracts; and (II) Granting Related Relief; (B) Notice of Proposed Cure Amounts for Executory Contracts and Unexpired Leases; and (C) Amended Notice of Proposed Cure Amounts for Executory Contracts and Unexpired Leases* [Docket No. 184] (the "Cigna Objection")) shall be assumed and assigned to the Purchaser as of the Closing Date, and, in lieu of cure, all obligations due and unpaid under the Employee Benefits Agreements accruing before the Closing Date shall pass through to the Purchaser and survive assumption and assignment so that nothing in this Sale Order or section 365 of the Bankruptcy Code shall affect such obligations. This fully resolves the Cigna Objection, which is hereby deemed withdrawn with prejudice.

22. Any provisions in any Purchased Contracts that prohibit or condition the assignment of such Purchased Contracts or allow the party to such Purchased Contracts to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon the assignment of such Purchased Contracts constitute unenforceable anti-assignment provisions that are void, and of no force and effect pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

23. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtor and assignment to the Purchaser of the Purchased Contracts have been satisfied. No default prior to the time of assumption by the Debtor

and assignment to the Purchaser of the Purchased Contracts arising from any failure to perform any nonmonetary obligation is required to be cured by the Debtor or the Purchaser under section 365(b) of the Bankruptcy Code.

24. Any party having the right to consent to the assumption or assignment of any of the Purchased Contracts that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

25. Upon the Closing, or as otherwise provided in the Stalking Horse APA, the Purchaser will be deemed to be substituted for the Seller as a party to the applicable Purchased Contracts and the Debtor and its estate will be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Purchased Contracts. For the avoidance of doubt, the Critical Vendor Agreement dated January 14, 2025, by and between Belvac and the Debtor [Docket No. 344-4] is and shall be deemed a Purchased Contract. All prepetition contracts among and between the Debtor and Belvac are rejected effective upon entry of this Sale Order.

26. The Purchaser has provided adequate assurance of future performance under the relevant Purchased Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

27. With respect to the objection filed by Pool 5 Industrial UT, LLC, the lessor of two separate non-residential properties in Salt Lake City (the “Landlord”), upon the satisfaction of the Pool 5 Cure and Adequate Assurance Procedures described in **Exhibit 2**, the Purchaser shall be deemed to have satisfied the requirements of section 365(b) of the Bankruptcy Code, including by providing (i) compensation for any actual pecuniary loss to the Landlord resulting from any and

all defaults occurring before the date of this Sale Order under the Pool 5 Leases,⁶ and (ii) adequate assurance of future performance under the Pool 5 Leases. Each of the Purchaser, the Landlord, and BMO is hereby ordered to timely comply with the Pool 5 Cure and Adequate Assurance Procedures, specifically including the requirement of the Landlord to draw the full amount of the existing irrevocable standby letters of credit issued by BMO. The automatic stay under section 362 of the Bankruptcy Code is hereby modified to the extent necessary to implement and effectuate the Pool 5 Cure and Adequate Assurance Procedures.

28. All counterparties to the Purchased Contracts shall cooperate and expeditiously execute and deliver, upon reasonable request of the Purchaser, and shall not charge the Debtor or the Purchaser for any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the Sale.

29. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all counterparties to the Purchased Contracts are forever barred from raising or asserting against the Debtor and its estate or the Purchaser any assignment fee, default, breach, claim, pecuniary loss, penalty or condition to assignment, arising under or related to the Purchased Contracts, existing as

⁶ “Pool 5 Leases” shall have the meaning ascribed to the term “Leases” in the *Objection to Proposed Assumption of Leases for Failure to Provide Adequate Assurances of Future Performance* [Docket No. 304] (the “Pool 5 Sale Objection”).

of the date that such Purchased Contracts are assumed or arising by reason of or in connection with the Closing.

Additional Provisions

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

31. The Debtor and the Purchaser hereby waive, and will be deemed to waive, any requirement of compliance with, and any claims related to non-compliance with, the provisions of any bulk sales, bulk transfer, or similar law of any jurisdiction that may be applicable. 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.

32. Following the Closing, no holder of an Encumbrance against the Debtor and its bankruptcy estate or the Purchased Assets will interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Encumbrance or any actions that the Debtor and its bankruptcy estate may take in this chapter 11 case or any successor case.

33. The Debtor, including its officers and agents, is hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Stalking Horse APA and this Sale Order. The Debtor shall be, and hereby is, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Order and the relief granted pursuant to this Sale Order. No consents or approvals, other than those expressly provided for in the Stalking Horse APA or this Sale Order, are required for the Debtor to consummate the Sale.

34. Absent the express written consent of the Purchaser prior to confirmation of any chapter 11 plan, the Debtor shall not settle or otherwise resolve any existing or future litigation

with any third party or any governmental authority other than any settlement pursuant to which (i) any liability thereunder will be an Excluded Liability, (ii) no payment from the Purchaser is sought or required, or (iii) there will be no impact or restriction on or affecting the Purchased Assets or the operation of the business from and after the Closing Date.

35. The consideration provided by the Purchaser to the Debtor pursuant to the Stalking Horse APA constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and other applicable law within the meaning of section 544(b) of the Bankruptcy Code, under the laws of the United States, any state, territory, possession, or the District of Columbia.

36. Except for the Assumed Liabilities, the Purchaser shall not have any liability whatsoever for any obligation of the Debtor arising under or related to (i) any of the Purchased Assets, (ii) any contracts or leases assumed and assigned to the Purchaser, including the Purchased Contracts, or (iii) the operation of the Debtor's business prior to the closing of the transactions contemplated by the Stalking Horse APA. Without limiting the generality of the foregoing, and except for the Assumed Liabilities, the Purchaser shall not be liable for any Encumbrances (except as set forth in the Stalking Horse APA) against or in the Debtor, any of its predecessors, successors or affiliates, or any of the Purchased Assets.

37. The Purchaser shall not be deemed or considered to (a) be a successor (or other such similarly situated party) to the Debtor, including a "successor employer" for purposes of the Internal Revenue Code of 1986, ERISA, or other applicable laws; (b) have any responsibility or liability for any obligations of the Debtor, or any affiliate of the Debtor, based on any theory of successor or similar theories of liability; (c) have, *de facto* or otherwise, merged with or into the Debtor; (d) be an alter ego or a mere continuation or substantial continuation of the Debtor (and

there is no continuity of enterprise between the Purchaser and any Debtor), including within the meaning of any foreign, federal, state, or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule, or regulation (including filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtor's liability under such law, rule, or regulation or doctrine; or (e) be holding itself out to the public as a continuation of the Debtor or its estate.

38. The Sale is undertaken by the Purchaser in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale will not affect the validity of the Sale (including the assumption and assignment of the Purchased Contracts by the Purchaser, if any, and the sale free and clear of all Encumbrances (unless otherwise expressly assumed pursuant to, or transferred by, the Stalking Horse APA)), unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Purchaser is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

39. As a good-faith purchaser of the Purchased Assets, the Purchaser has not colluded with any of the other bidders, potential bidders, or any other parties interested or potentially

interested in the Purchased Assets, and therefore the sale of the Purchased Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

40. Pursuant to section 3.1 of the Stalking Horse APA, the Credit Bid Amount shall include, among other obligations, the full amount of the DIP Obligations outstanding as of the Closing Date, and thereupon the DIP Obligations shall be deemed fully and finally satisfied.

41. Nothing in this Sale Order shall be deemed to limit, abridge, or otherwise modify the DIP Order or the rights, liens, or claims of the Prepetition Secured Parties (as defined in the DIP Order), including any adequate protection liens or claims afforded to the Prepetition Secured Parties (as defined in the DIP Order), in or against any of the Excluded Assets remaining in the Debtor's estate following consummation of the Sale; *provided, however*, that such liens and claims shall be subject to payments to be made by the Debtor from Excluded Cash strictly in accordance with the Wind-Down Budget. The Wind-Down Budget shall be deemed the Approved Budget (as defined in the DIP Order).

42. With respect to any alteration to the Premises (as defined in the Pool 5 Sale Objection) prior to the entry of this Sale Order, the Purchaser shall not be required to remove such alteration, repair any resulting damage, or restore the Premises to the condition existing prior to alternation until the expiration or termination of the applicable Pool 5 Lease. The Debtor and the Purchaser shall grant reasonable access during normal business hours to the Landlord for purposes of documenting the current condition of the Premises within ten (10) days of entry of this Sale Order.

43. No later than fourteen (14) days after payment of \$121,178.76 by the Purchaser to Black Ops Concrete Construction, LLC ("Black Ops"), Black Ops shall take all required actions to release and discharge its *Notice of Construction Lien* with the Office of the County Recorder of

Salt Lake County, Utah (the “Official Records”) with respect to Entry No. 14324580, in Book 11538, Page 6155 and take all required actions to dismiss with prejudice, and discharge of record, the *lis pendens* filed in the Third District Court of Salt Lake County (Case No. 240910021), evidence of which is recorded as Entry No. 14326685, in Book 11539, Page 7931 of the Official Records.

44. Nothing in this Sale Order or the Stalking Horse APA releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the Closing Date. Nothing in this Sale Order or the Stalking Horse APA authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

45. Nothing contained in any plan of liquidation or reorganization, or order of any type or kind entered in this chapter 11 case, any subsequent chapter 7 or chapter 11 case of the Debtor, or any related proceeding subsequent to entry of this Sale Order, will conflict with or derogate from the terms of this Sale Order or the Stalking Horse APA.

46. The mere failure to specifically include any particular provisions of the Stalking Horse APA, including any of the documents, agreements, or instruments executed in connection therewith in this Sale Order will not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the Stalking Horse APA and each document, agreement or instrument be authorized and approved in its entirety, *provided, however,*

to the extent there are any inconsistencies between the terms of this Sale Order and the Stalking Horse APA (including all ancillary documents executed in connection therewith), the terms of this Sale Order will govern.

47. All time periods set forth in this Sale Order will be calculated in accordance with Bankruptcy Rule 9006(a).

48. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in this chapter 11 case, the terms of this Sale Order will govern. Nothing in this Sale Order shall be construed in a manner that adversely impacts or interferes with the implementation of the terms of the Committee Resolution (as defined in the DIP Order) in any material respect.

49. The Stalking Horse APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court; provided that any such modification, amendment, or supplement does not adversely impact or interfere with the implementation of the terms of the Committee Resolution (as defined in the DIP Order) in any material respect.

50. The provisions of this Sale Order are nonseverable and mutually dependent.

51. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d) or 7062 or any applicable provisions of the Local Rules, this Sale Order will not be stayed after the entry hereof, but will be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and will not apply.

52. **Full Preservation of Belvac's Intellectual Property Rights.** Nothing in this Sale Order nor any actions taken hereunder shall: (a) operate to assume any prepetition contract between

the Debtor and Belvac; (b) assign any contract between the Debtor and Belvac with the exception of the Critical Vendor Agreement dated January 14, 2025, by and between Belvac and the Debtor [Docket No. 344-4], which Critical Vendor Agreement is and shall be deemed a Purchased Contract; (c) sell any property of Debtor's estate (i) free and clear of Belvac's ownership interest in any intellectual property embedded in such property, or (ii) free and clear of Belvac's interest in preventing and/or controlling the use of such intellectual property by any party including Purchaser; or (d) impair, prejudice, waive, or otherwise affect any rights of Belvac in its intellectual property and its right to bring in any court of competent jurisdiction any claim for infringement thereof after closing against Purchaser and/or any of Purchaser's transferees, successors-in-interest, or assigns. For the avoidance of doubt, such claims of Belvac are preserved inviolate and wholly unprejudiced by this Sale Order and the actions taken hereunder.

53. This Court will retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Stalking Horse APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

Approved as to form,
all rights reserved as to substance,
including all rights to appeal

/s/ George Hofmann
George Hofmann
Cohne Kinghorn, P.C.
Attorneys for Belvac Production Machinery, Inc.

-----END OF DOCUMENT-----

CERTIFICATE OF SERVICE

I hereby certify that on February 6, 2025, I electronically filed the foregoing document with the Clerk of Court using CM/ECF system, which sent notification of such filing to the Office of the United States Trustee and all other electronic filing users in this case.

/s/ Michael R. Johnson

Michael R. Johnson

DESIGNATION OF PARTIES TO BE SERVED

Service of the foregoing ***Order (I) Approving the Sale of Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (II) Approving the Debtor's Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief*** (the "Order") should be served on the persons in the manner designated below:

By electronic service: I certify that all CM/ECF electronic filing users in this case will be served notice of entry of the foregoing Order through the CM/ECF System.

By the Claims and Noticing Agent: I certify that (a) the United States Trustee for the District of Utah; (b) the United States Attorney's Office for the District of Utah; (c) the state attorneys general for all states in which the Debtor conducts business; (d) the Internal Revenue Service; (e) the United States Securities and Exchange Commission; (f) counsel for the Official Committee of Unsecured Creditors; (g) counsel to the DIP Agent and DIP Lenders; (h) counsel to the Prepetition Agent; (i) the banks and financial institutions where the Debtor maintains accounts; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002 will be served notice of entry of the foregoing Order by the Claims and Noticing Agent.

/s/ Michael R. Johnson

Michael R. Johnson

EXHIBIT 1

Schedule of Cure Amounts

Vobev, LLC

Case Number: 24-26346

Debtor	Case	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
Vobev, LLC	24-26346	Admin America, Inc.	Services Agreement	0
Vobev, LLC	24-26346	Admin America, Inc.	Flexible Spending Account	0
Vobev, LLC	24-26346	Admin America, Inc.	Health Savings Account	0
Vobev, LLC	24-26346	Aeroscape Property Maintenance	Maintenance Agreement	4,495
Vobev, LLC	24-26346	Alchemy Systems, L.P.	License Agreement	0
Vobev, LLC	24-26346	Alchemy Systems, L.P.	License Agreement	0
Vobev, LLC	24-26346	Alex Fidone	Retention Agreement	0
Vobev, LLC	24-26346	Allied Administrators for Delta Dental	Services Agreement #20663-0402	0
Vobev, LLC	24-26346	Articulate Global, LLC	Technology Agreement	0
Vobev, LLC	24-26346	Ben Labadie	Employment Contract	0
Vobev, LLC	24-26346	Ben Labadie	Retention Agreement	0
Vobev, LLC	24-26346	Brighton Canal Company, LLC	Lease Agreement	0
Vobev, LLC	24-26346	Canon Solutions America, Inc. ("CSA")	Equipment Lease Agreement	0
Vobev, LLC	24-26346	Canon Solutions America, Inc. ("CSA")	Equipment Lease Agreement	0
Vobev, LLC	24-26346	Canon Solutions America, Inc. ("CSA")	Equipment Lease Agreement	0
Vobev, LLC	24-26346	Canon Solutions America, Inc. ("CSA")	Equipment Lease Agreement	0
Vobev, LLC	24-26346	Canon Solutions America, Inc. ("CSA")	Equipment Lease Agreement	0
Vobev, LLC	24-26346	Canon Solutions America, Inc. ("CSA")	Equipment Lease Agreement	0
Vobev, LLC	24-26346	Canon Solutions America, Inc. ("CSA")	Equipment Lease Agreement	0
Vobev, LLC	24-26346	Cigna Health and Life Insurance Company	Stop Loss Policy	0
Vobev, LLC	24-26346	Cigna Health and Life Insurance Company	Administrative Services Agreement	0
Vobev, LLC	24-26346	Cigna Health and Life Insurance Company	Medical Plan #0063933	0
Vobev, LLC	24-26346	Cigna Healthcare, Delta Dental, Mutual of Omaha, Admin America	Master Benefit Plan Agreement	0
Vobev, LLC	24-26346	Cintas	Services Agreement	0
Vobev, LLC	24-26346	Cintas	Services Agreement	0
Vobev, LLC	24-26346	Cintas	Services Agreement	0
Vobev, LLC	24-26346	CODI	Services Agreement	0
Vobev, LLC	24-26346	Crown Packaging Corporation	Supply Agreement	0
Vobev, LLC	24-26346	CSW Machinery B.V.	Supply Agreement	0
Vobev, LLC	24-26346	CT Corporation	Services Agreement	116
Vobev, LLC	24-26346	Delta Dental Insurance Company	Vision Insurance Contract #21656-00045	0
Vobev, LLC	24-26346	Dennis Christensen	Employment Contract	0
Vobev, LLC	24-26346	Dennis Christensen	Retention Agreement	0
Vobev, LLC	24-26346	Domino Amjet, Inc.	Purchase Order #Q-218750	0
Vobev, LLC	24-26346	Domino Amjet, Inc.	Order Form	832
Vobev, LLC	24-26346	Domino Amjet, Inc.	Supply Agreement	0
Vobev, LLC	24-26346	Douglas Machine Inc	Services Agreement	0
Vobev, LLC	24-26346	Drivetrain Advisors, Ltd.	Services Agreement	0
Vobev, LLC	24-26346	Ecolab Inc.	Services Agreement	0
Vobev, LLC	24-26346	Ecolab Inc.	Services Agreement	49,132
Vobev, LLC	24-26346	Exeter 150 South 5600 West, LLC	Lease Agreement	0
Vobev, LLC	24-26346	Exeter 150 South 5600 West, LLC	Amended Agreement	0
Vobev, LLC	24-26346	Exeter 150 South 5600 West, LLC	Amended Agreement	0
Vobev, LLC	24-26346	Exeter 150 South 5600 West, LLC	Lease Agreement	0
Vobev, LLC	24-26346	Exeter 150 South 5600 West, LLC	Amended Agreement	0
Vobev, LLC	24-26346	Fastenal Company	Supply Agreement	107,576
Vobev, LLC	24-26346	First Digital Telecom, LLC	Technology Agreement	7,333
Vobev, LLC	24-26346	First Digital Telecom, LLC	Technology Agreement	0
Vobev, LLC	24-26346	GDTH, LLC dba Anago	Services Agreement	0
Vobev, LLC	24-26346	GDTH, LLC dba Anago	Services Agreement	1,892
Vobev, LLC	24-26346	GDTH, LLC dba Anago	Services Agreement	0
Vobev, LLC	24-26346	GDTH, LLC dba Anago	Services Agreement	0
Vobev, LLC	24-26346	Heartland Business Systems	Services Agreement	27,139
Vobev, LLC	24-26346	Henkel Corporation	Supply Agreement	28,705
Vobev, LLC	24-26346	iLobby Corp.	Technology Agreement	0
Vobev, LLC	24-26346	Infor (US) LLC	Technology Agreement	48,573
Vobev, LLC	24-26346	Infor (US) LLC	Technology Agreement	0
Vobev, LLC	24-26346	Infor (US) LLC	Technology Agreement	0
Vobev, LLC	24-26346	Infor (US) LLC	Technology Agreement	0
Vobev, LLC	24-26346	Infor (US) LLC	Technology Agreement	0
Vobev, LLC	24-26346	Infor (US) LLC	Technology Agreement	0
Vobev, LLC	24-26346	INX International Ink Co.	Supply Agreement	39,986

Debtor	Case	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
Vobev, LLC	24-26346	Jerry Gilbert	Retention Agreement	0
Vobev, LLC	24-26346	KONE Inc. Elevators and Escalators	Amended Agreement	0
Vobev, LLC	24-26346	KONE Inc. Elevators and Escalators	Services Agreement	5,354
Vobev, LLC	24-26346	Krones, Inc.	Filling Valve Agreement	38,651
Vobev, LLC	24-26346	Krones, Inc.	Filling Valve Agreement	23,945
Vobev, LLC	24-26346	Krones, Inc.	Filling Valve Agreement	38,651
Vobev, LLC	24-26346	Krones, Inc.	Supply Agreement	0
Vobev, LLC	24-26346	Lantech	Services Agreement	0
Vobev, LLC	24-26346	Linde Inc.	Supply Agreement	0
Vobev, LLC	24-26346	Linde Inc.	Product Rider	0
Vobev, LLC	24-26346	MasterControl	Technology Agreement	5,500
Vobev, LLC	24-26346	MasterControl	Amended Agreement	0
Vobev, LLC	24-26346	Microsoft	Services Agreement	0
Vobev, LLC	24-26346	MPAC Switchback Group	Services Agreement	0
Vobev, LLC	24-26346	Mutual of Omaha	Services Agreement	0
Vobev, LLC	24-26346	Mutual of Omaha	Basic Life Plan #GLUG-CB4H	0
Vobev, LLC	24-26346	Mutual of Omaha	Voluntary Life Plan #GVTL-CB4H	0
Vobev, LLC	24-26346	Mutual of Omaha	Basic Short-term Disability Plan #GUG-CB4H	0
Vobev, LLC	24-26346	Mutual of Omaha	Accident Plan #GUDH-CB4H	0
Vobev, LLC	24-26346	Mutual of Omaha	Critical Illness Plan #GUDE-CB4H	0
Vobev, LLC	24-26346	Mutual of Omaha	Hospital Indemnity Plan #GUVH-CB4H	0
Vobev, LLC	24-26346	Nordson Corporation	Services Agreement	0
Vobev, LLC	24-26346	Northfire Inc.	Services Agreement	80,964
Vobev, LLC	24-26346	Novelis Korea Limited	Supply Agreement	0
Vobev, LLC	24-26346	Paul Eagar	Employment Contract	0
Vobev, LLC	24-26346	Paul Eagar	Retention Agreement	0
Vobev, LLC	24-26346	Paylocity	Services Agreement	11,543
Vobev, LLC	24-26346	PPG INDUSTRIES, INC.	Supply Agreement	211,389
Vobev, LLC	24-26346	Premier Canteen	Services Agreement	6,045
Vobev, LLC	24-26346	Protis Global	Executive Recruiting	14,667
Vobev, LLC	24-26346	Questar Gas Company dba Dominion Energy Utah	Agreement	0
Vobev, LLC	24-26346	Questar Gas Company dba Dominion Energy Utah	Agreement	0
Vobev, LLC	24-26346	Questar Gas Company dba Dominion Energy Utah	Services Agreement	0
Vobev, LLC	24-26346	Questar Gas Company dba Dominion Energy Utah	Access Agreement	0
Vobev, LLC	24-26346	RealCold	Services Agreement	0
Vobev, LLC	24-26346	Republic Services	Master Services Agreement	0
Vobev, LLC	24-26346	Revco Leasing	Rental Agreement	3,000
Vobev, LLC	24-26346	Sherwin Williams	Supply Agreement	3,941
Vobev, LLC	24-26346	Spherion	Services Agreement	0
Vobev, LLC	24-26346	Stephen Bullard	Employment Contract	0
Vobev, LLC	24-26346	Stephen Bullard	Retention Agreement	0
Vobev, LLC	24-26346	Suburban Propane L.P.	Exchange Agreement	3,089
Vobev, LLC	24-26346	Summit Technology	Master Services Agreement	1,148
Vobev, LLC	24-26346	Summit Technology	Purchase Order #20731	0
Vobev, LLC	24-26346	TechSmith	Technology Agreement	0
Vobev, LLC	24-26346	The Lake Companies, Inc.	Statement of Work	10,643
Vobev, LLC	24-26346	Titan CMS (Northwoods)	Technology Agreement	0
Vobev, LLC	24-26346	Titan CMS (Northwoods)	Amended Agreement	0
Vobev, LLC	24-26346	Titan CMS (Northwoods)	Technology Agreement	0
Vobev, LLC	24-26346	Titan CMS (Northwoods)	Technology Agreement	0
Vobev, LLC	24-26346	Titan CMS (Northwoods)	Technology Agreement	0
Vobev, LLC	24-26346	Titan CMS (Northwoods)	Technology Agreement	0
Vobev, LLC	24-26346	Top Tier LLC	Services Agreement	0
Vobev, LLC	24-26346	Toyota (Dillion Group, Inc.)	Rental Agreement	152,628
Vobev, LLC	24-26346	Toyota (Dillion Group, Inc.)	Equipment Schedule	0
Vobev, LLC	24-26346	Toyota (Dillion Group, Inc.)	Maintenance Agreement	69,345
Vobev, LLC	24-26346	Toyota Industries Commercial Finance, Inc.	Services Agreement	1,359
Vobev, LLC	24-26346	TraceGains, Inc.	Master Services Agreement	28,015
Vobev, LLC	24-26346	TraceGains, Inc.	Statement of Work	0
Vobev, LLC	24-26346	Trans-Market, LLC	Process System Purchase Agreement	460,411
Vobev, LLC	24-26346	Veeam	Purchase Order #70-NXJ07-D	0
Vobev, LLC	24-26346	Verizon	Technology Agreement	181
Vobev, LLC	24-26346	Visio Strategic Advisors	Services Agreement	0

Debtor	Case	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
Vobev, LLC	24-26346	VNGR Beverage LLC O/A Poppi	Manufacturing Agreement	0
Vobev, LLC	24-26346	Woodbolt Distribution, LLC (Nutrabolt)	Manufacturing Agreement	121,723
Vobev, LLC	24-26346	Woodbolt Distribution, LLC (Nutrabolt)	Amended Agreement	0
Vobev, LLC	24-26346	Xiamen Baofeng Trading Co., LTD	Supply Agreement	0
Vobev, LLC	24-26346	Your Employment Solutions	Employment Contract	0

CONTRACTS ENTERED INTO FOLLOWING THE PETITION DATE¹

Debtor	Case	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
Vobev, LLC	24-26346	Belvac Production Machinery	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Cascade Columbia Distribution	Critical Vendor Agreement	0
Vobev, LLC	24-26346	First Insurance Funding	Premium Finance Agreement	0
Vobev, LLC	24-26346	Henkel Corporation	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Imbibe	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Pallets of Utah Inc.	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Roeslein & Associates, Inc.	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Anton Paar	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Sencon	Critical Vendor Agreement	0

INCREMENTAL CONTRACTS TO BE EXECUTED FOLLOWING THE PETITION DATE BUT PRIOR TO CLOSE²

Debtor	Case	Contract Counterparty	Description of Contract or Lease	Proposed Cure Amount
Vobev, LLC	24-26346	Tri-Arrows Aluminum Inc.	Critical Vendor Agreement	0
Vobev, LLC	24-26346	PCA - Packaging Corporation of America	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Ferrum Packaging	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Danisco USA Inc (IFF)	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Berry Global Group	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Utah Paperbox (UPB)	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Prinova	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Compound Solutions, Inc	Critical Vendor Agreement	0
Vobev, LLC	24-26346	Eurofins Microbiology Laboratories, Inc	Critical Vendor Agreement	0

Notes:

1. Inclusion of a critical vendor agreement following the Petition Date is not intended to be, and shall not be construed as, assumption of any executory Contract entered into prior to the Petition Date, unless such Prepetition executory Contract is expressly included under the heading "Contracts Entered into Prior to the Petition Date" on this Schedule.
2. The Contracts listed here have not yet been executed. To the extent these agreements are executed prior to the Sale Closing Date or such other date as may be agreed upon with the Purchaser, such agreements will be assumed.

EXHIBIT 2

Pool 5 Cure and Adequate Assurance Procedures

Pool 5 Leases	Each of the Pool 5 Leases shall be amended within 30 days of entry of the Sale Order to provide that a default under either Pool 5 Lease shall constitute a default under the other Pool 5 Lease.
Replacement LC	As security for the due and timely payment and performance of the tenant's obligations under the Pool 5 Leases, the Purchaser shall arrange for the issuance of a single letter of credit in the aggregate amount of \$8,000,000 in favor of the Landlord (the "<u>Replacement LC</u>") to replace the BMO LCs (as defined below) by no later than March 10, 2025, <i>provided that</i>: 1. On account of the existing defaults under the Pool 5 Leases, on or before February 21, 2025, the Landlord shall draw \$8,000,000 under the existing irrevocable standby letters of credit issued by BMO to or for the benefit of the Landlord (the "<u>BMO LCs</u>"). 2. BMO shall be permitted to reimburse itself from its cash collateral in account number ending ***1626 (the "<u>BMO Account</u>") for the amount of the Landlord's draw and for any reasonable and necessary out-of-pocket expenses incurred in connection with the BMO LCs (including BMO's attorney's fees and expenses) as well as all other fees, costs, and other charges, as permitted under the Indemnity Agreements.¹ 3. Subject to the Landlord's receipt of \$8,000,000 in cash, the Landlord shall transfer all of such cash to ACF Finco I LP, in its capacity as revolving agent and collateral agent, in contemporaneous exchange for the Replacement LC. 4. No later than 5 business days after reimbursement in accordance with paragraph 2 above, BMO shall provide the post-reimbursement account statement to counsel to the Debtor, counsel to the DIP Agent and Prepetition Collateral Agent, and counsel to BVO Holdings Corporation. All parties' rights are reserved as to the ownership of any such amounts. BMO shall continue to hold the post-reimbursement amounts in the BMO Account pending further order of this Court as to disbursement of such funds; provided, however, that BMO shall be permitted to further reimburse itself from the BMO Account for any additional reasonable and necessary out-of-pocket expenses incurred in connection with the BMO LCs (including BMO's attorney's fees and expenses), as well as all other fees, costs, or other charges as permitted under the Indemnity Agreements incurred from and after the

¹ "Indemnity Agreements" shall have the meaning ascribed to such term in the *Objection of BMO Bank N.A. to Debtor's Sale Motion* [Docket No. 328].

	date on which BMO provides the post-reimbursement account statement described above. After each such reimbursement, BMO shall provide an updated account statement to counsel to the Debtor, counsel to the DIP Agent and Prepetition Collateral Agent, and counsel to BVO Holdings Corporation. 5. No later than March 10, 2026, the Purchaser shall arrange for the replacement of the Replacement LC with a single letter of credit in the aggregate amount of \$9,000,000 (the “<u>Replacement No. 2 LC</u>”) and the Replacement LC shall be returned concurrently with, or terminated effective immediately upon, the issuance of the Replacement No. 2 LC. 6. No later than March 10, 2027, the Purchaser shall arrange for the replacement of the Replacement No. 2 LC with a single letter of credit in the aggregate amount of \$10,000,000 (the “<u>Replacement No. 3 LC</u>”) and the Replacement No. 2 LC shall be returned concurrently with, or terminated effective immediately upon, the issuance of the Replacement No. 3 LC.
Water and Sewer Charges	Purchaser shall pay all outstanding water and sewer charges due and owing to Salt Lake City for the Premises (as defined in the Pool 5 Sale Objection) by February 28, 2025.
Mechanic’s Liens	Purchaser shall satisfy the claims associated with the mechanic’s liens identified in paragraph 10 of the Pool 5 Sale Objection without duplication by March 10, 2025.