United States Bankruptcy Court
Southern District of Texas
ENTERED
June 12, 2025
Nathan Ochsner, Clerk

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

In re:	§	Chapter 11
SPICEY PARTNERS REAL ESTATE HOLDINGS, LLC, *et al.*,[1]	§	Case No. 24-90572 (CML)
	§	(Jointly Administered)
Debtors.	§	

ORDER (I) AUTHORIZING THE SALE OF DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (III) GRANTING RELATED RELIEF
[Relates to Docket No. 156, 185 and 384]

Upon the motion [Docket No. 156] (the "Sale Motion")[2] of the above-captioned debtors, as debtors in possession (collectively, the "Debtors"), for entry of an order (this "Sale Order"), pursuant to sections 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq*. (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas, (i) authorizing and approving the sale (the "Sale") of the Debtors' assets free and clear of all known and unknown liens, claims, encumbrances and interests, of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, under

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Spicey Partners Real Estate Holdings, LLC (6459) and Cosmed Group, Inc (8781). The location of the Debtors' service address is: 28 Narragansett Ave., Jamestown, RI 02835.

[2] Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the APA or as otherwise indicated.

the terms of that certain Asset Purchase Agreement, by and between the Debtors and Lynx Medical Holdings, LLC, a Delaware limited liability company (including any subsequent designee or other successor designated by Lynx Medical Holdings, LLC, a Delaware limited liability company prior to the closing of the Sale, the "Purchaser"), substantially in the form attached hereto as **Exhibit 1** (as may be subsequently amended, restated or otherwise modified in accordance with its terms and the terms of this Sale Order, the "APA"), (ii) approving the assumption and assignment of certain of the Debtors' executory contracts and unexpired leases (the "Assigned Contracts") identified by the Purchaser and more fully described in the APA and the proposed Cure Costs with respect thereto (the "Cure Costs"), and (iii) granting related relief; and the Debtors having determined that the highest and otherwise best offer for the sale of the Transferred Assets (as defined in the APA) was made by the Purchaser in the form of the APA; and the Court having held a hearing (the "Sale Hearing") to approve the Sale and the APA; and the Court having reviewed and considered (i) the Sale Motion, (ii) any objections and replies related thereto and resolution of objections announced on the record, and (iii) the arguments of counsel and the evidence and testimony proffered or adduced at the Sale Hearing; and, upon the record of the Sale Hearing, and all other pleadings and proceedings in the chapter 11 cases, the Court being satisfied that the relief requested in the Sale Motion is necessary and in the best interests of the Debtors and their estates, creditors and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

THE COURT HEREBY FINDS AND DETERMINES THAT:[3]

[3] The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

A. **Jurisdiction and Venue**. The Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. § 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for these chapter 11 cases and the Sale Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates**. The statutory predicates for the relief ordered herein are sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014 and applicable Bankruptcy Local Rules.

C. **Entry of Bid Procedures Order**. On January 7, 2025, this Court entered the *Order (A) Approving Bid Procedures for the Sale of Debtors' Assets, (B) Establishing Procedures for Debtors to Enter into a Stalking Horse Agreement with Bid Protections, (C) Establishing Assumption and Assignment Procedures, (D) Establishing Notice Procedures, (E) Scheduling a Hearing on the Approval of the Sale of the Assets and (F) Granting Related Relief* (the "Bid Procedures Order") [Docket No. 185], which, among other things, (i) established procedures in connection with the sale of the Debtors' assets (the "Bid Procedures"), (ii) approved procedures relating to the assumption and assignment of certain of the Debtors' executory contracts and unexpired leases and determining Cure Costs, (iii) scheduled an auction (the "Auction") and Sale Hearing and approved the form and manner of notice thereof, and (iv) granted related relief.

D. **Compliance with Bid Procedures**. The Sale is duly authorized pursuant to sections 363(b)(1) and 363(f) of the Bankruptcy Code and Bankruptcy Rule 6004(f). As demonstrated by (i) the testimony and other evidence submitted by declaration and adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors marketed the Transferred Assets and conducted all aspects of the Sale process in compliance with the Bid Procedures and Bid Procedures Order, and the Auction was duly noticed

and conducted in a non-collusive, fair and good faith manner. The marketing process undertaken by the Debtors and their professionals, agents, and other representatives with respect to the Transferred Assets has been adequate, appropriate and reasonably calculated to maximize value for the benefit of all stakeholders, and the Debtors have afforded potential purchasers a full and fair opportunity to make higher and better offers.

E. **Notice**. As evidenced by the affidavits of service previously filed with the Court, and based upon the representations of counsel at the Sale Hearing, proper, timely, adequate, and sufficient notice of (i) the Sale Motion (iii) the sale of the Transferred Assets to the Purchaser, (iv) the assumption and assignment of the Assigned Contracts, (v) the Cure Costs, (vi) the Auction, (vii) the Sale Hearing, (viii) the *Notice of (A) Cancellation of Auction with Respect to Erie Assets and Franklin Assets; (B) Designation of Successful Bidder with Respect to Erie Assets and Franklin Assets; and (C) Sale Hearing to Approve such Sale Transaction* [Docket No. 384] (the "Selection Notice"), and (ix) all deadlines related thereto, has been provided by the Debtors in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9007, 9008, and 9014, and in compliance with the Bid Procedures Order to each party entitled thereto. Such notice was good, sufficient, and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Auction, the Sale (and the transactions contemplated in connection therewith), the assumption and assignment to the Purchaser of the Assigned Contracts, the Cure Costs, the Sale Hearing, and all deadlines related thereto is or shall be required.

F. **Cure Notice**. In accordance with the Bid Procedures Order, the Debtors filed with the Court and served upon the non-Debtor counterparties to the Assigned Contracts notice [Docket No. 196] (the "Cure Notice") providing that such executory contract or unexpired lease

may be assumed and assigned to the Purchaser and the applicable Cure Cost. The service of the Cure Notice was sufficient under the circumstances and in full compliance with the Bid Procedures Order, and no further notice of the Debtors' assumption and assignment to the Purchaser of the Assigned Contracts or the Cure Costs is or shall be required. All non-Debtor counterparties to the Assigned Contracts have had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Cure Costs in accordance with the Cure Notice.

G. **Corporate Authority**. The Transferred Assets and the other Related Agreements (as defined below), as more fully described in the APA, constitute property of the Debtors' bankruptcy estates and title thereto is vested in the Debtors' estates, within the meaning of section 541 of the Bankruptcy Code. The Debtors (i) have full corporate power and authority to execute the APA and the other Related Agreements, and the Sale by the Debtors to the Purchaser has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the Sale and all transactions contemplated by the APA and the other Related Agreements, (iii) have taken all corporate action necessary to authorize and approve the APA and the other Related Agreements and the consummation by the Debtors of the Sale and all transactions contemplated thereby, and (iv) do not require any consents or approvals that have not been obtained, other than the Court's entry of this Sale Order and those expressly provided for in the APA and the other Related Agreements to consummate such transactions.

H. **Opportunity to Object**. A fair and reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including but not limited to (i) the Office of the United States Trustee, (ii) counsel to the DIP Lender, (iii) counsel to the Debtors' pre-petition lenders, (iv) the Official Committee of Unsecured Creditors appointed in these chapter 11 cases (the "Committee"), (v) all

parties known by the Debtors to have asserted a lien on any of the Transferred Assets, (vi) all persons known or reasonably believed to have asserted an interest in any of the Transferred Assets, (vii) any party that requested notice pursuant to Bankruptcy Rule 2002, and (viii) all federal, state, county and local and foreign regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested in the Sale Motion.

I. **Transferred Assets.** Pursuant to the terms of the APA, the Purchaser seeks to purchase the Transferred Assets which includes:

1. All assets of Seller solely used in connection with the Business, as defined under the APA, as exists on the Closing Date located in Franklin, New Jersey, including but not limited all assets of the Debtors located at this facility, tangible and intangible assets, equipment, furniture, fixtures, inventory, accounts, chattel paper, documents, instruments, investments, investment property, of whatever scope or nature;

2. All Assets of Seller solely used in connection with the Business, as defined under the APA, as exists on the Closing Date located in Erie, Pennsylvania including but not limited all assets of the Debtor located at this facility, tangible and intangible assets, equipment, furniture, fixtures, inventory, accounts, chattel paper, documents, instruments, investments, investment property, of whatever scope or nature;

3. The real estate assets (both land and improvements) of Spicy Partners Real Estate Holdings, LLC, at Texas limited liability company located at Erie Location, Tax Parcel No. 18-051-061.0-104.00 which will be conveyed via a grant deed,

4. One AAT Dry Bed Scrubber; and

5. All intellectual property of the Debtor, as set forth in the APA which is incorporated herein by reference, including but not limited to the Owned Intellectual Property set forth on Schedule 2.1(e) to the APA and the name "Cosmed Group."

J. **Qualified Bid**. The Purchaser's bid for the Transferred Assets constitutes a Qualified Bid (as defined in the Bid Procedures) and the Purchaser constitutes a Qualified Bidder (as defined in the Bid Procedures).

K. **Consideration**. The consideration provided by Purchaser for the Transferred Assets pursuant to the APA and the other Related Agreements (i) constitutes (a) reasonably fair

and equivalent value and consideration under the Bankruptcy Code and any Uniform Fraudulent Transfer or Conveyance Act, and (b) reasonably equivalent value, fair consideration, fair salable value, and fair value under any such laws as applicable or any other applicable laws of the United States, any state, territory, or possession thereof, or the District of Columbia, (ii) is fair and reasonable, (iii) is the highest or otherwise best offer for the Transferred Assets, and (iv) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative.

L. **Sale in Best Interests**. The relief requested in the Sale Motion, the approval of the APA and other Related Agreements, and consummation of the Sale of the Transferred Assets at this time is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

M. **Business Justification**. Sound business reasons exist for the Sale. Entry into the APA and the other Related Agreements constitutes the Debtors' exercise of sound business judgment, and such acts are in the best interest of the Debtors, their estates, and all parties in interest. The Court finds that the Debtors have articulated good, sufficient and sound business purposes and justifications for the Sale, and compelling circumstances for this Court to approve the APA and the other Related Agreements and the consummation of the Sale pursuant to section 363(b) of the Bankruptcy Code to the Purchaser, including but not limited to, the following: (i) the Debtors conducted a robust marketing process and the APA constitutes the highest or otherwise best offer for the Transferred Assets and will provide a greater recovery for the Debtors' estates than would be provided by any available alternative, (ii) the APA represents a fair and reasonable offer to purchase the Transferred Assets and no other person or entity or group of entities has offered to purchase the Transferred Assets for greater economic value to the Debtors' estates than

the Purchaser, (iii) the Sale represents the best opportunity to continue business as a going concern, and (iv) the Debtors and the Purchaser engaged in good faith, arm's-length negotiations with respect to all aspects of the Sale, the APA, and the other Related Agreements.

N. **Arm's-Length Sale**. The APA was negotiated, proposed, and entered into by the Debtors and the Purchaser without collusion or fraud, in good faith, and from arm's length bargaining positions. Neither the Debtors, nor the Purchaser, nor any of the Purchaser's affiliates, has engaged in any conduct that would cause or permit the APA or any of the other Related Agreements to be avoided under section 363(n) of the Bankruptcy Code. The Purchaser and its respective affiliates have not acted in a collusive manner with any person in connection with any aspect of the Auction or the Sale, and the Purchase Price was not controlled by any agreement among the bidders.

O. **Good Faith Purchaser**. The Purchaser is a good faith purchaser for value within the meaning of section 363(m) of the Bankruptcy Code with respect to the Sale, the APA, the other Related Agreements, and the transactions contemplated thereby and by this Sale Order (including, without limitation, in connection with the assumption and assignment of the Assigned Contracts), and is therefore entitled to all of the protections afforded by that provision. As demonstrated by the record of these chapter 11 cases, the representations of counsel made on the record at the Sale Hearing and the testimony and other evidence proffered or adduced at the Sale Hearing, and in addition to the other findings set forth in this Sale Order, the Purchaser (i) recognized the Debtors were free to deal with any other party interested in acquiring the Transferred Assets, (ii) complied with the Bid Procedures, (iii) agreed to subject its bid to the competitive Bid Procedures, (iv) in no way induced or caused the chapter 11 filing by any of the Debtors, (v) disclosed all payments

to be made by the Purchaser with respect to the Purchase Price, and (vi) has not violated section 363(n) of the Bankruptcy Code by any action or inaction.

P. **Purchaser Not an Insider**. The Purchaser and its respective affiliates are not "insiders" or "affiliates" of the Debtors, as that term is defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors or stockholders exists between the Purchaser and the Debtors.

Q. **No Fraudulent Transfer**. Neither the Debtors nor the Purchaser entered into the APA or any of the other Related Agreements, or is consummating the Sale, for the purpose of hindering, delaying or defrauding creditors of the Debtors or with any fraudulent or otherwise improper purposes.

R. **Sale Free and Clear; Purchaser's Reliance**. The Debtors are authorized to sell the Transferred Assets free and clear of all known and unknown liens, claims, encumbrances, mortgages, assignments of rents, and other interests of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, because, in each case, one or more of the standards set forth in section 363(f)(l)-(5) of the Bankruptcy Code has been satisfied. All parties in interest, including, without limitation, any holders of known and unknown liens, claims, encumbrances, mortgages, assignment of rents, and other interests, of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, and any other non-Debtor counterparties to the Assigned Contracts, that did not object, or who withdrew any such objection, to the Sale, the Sale Motion, the assumption and assignment of the applicable Assigned Contract or the associated Cure Cost are deemed to have consented to the relief granted herein pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of known and unknown liens, claims,

encumbrances, mortgages, assignments of rents and other interests, of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, who did object, if any, fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. The Purchaser would not have entered into the APA or the other Related Agreements and would not consummate the transactions contemplated thereby (i) if the Sale of the Transferred Assets to the Purchaser, and the assumption and assignment of the Assigned Contracts to the Purchaser, were not, except as otherwise expressly provided in the APA and the other Related Agreements, free and clear of all known and unknown claims, liens, interests and encumbrances of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, or (ii) if the Purchaser would, or in the future could (except and only to the extent expressly provided in the APA and the other Related Agreements with respect to the Assumed Liabilities), be liable for any of such known or unknown liens, claims, interests or encumbrances of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing.

If not otherwise included above, the Sale shall be free and clear of the following:

1. Any Taxes arising prior to the Closing Date ("Seller Taxes") and/or any Transfer Taxes, except for those specifically identified as Assumed Liabilities as set forth in the APA;
2. The Mortgages, Security Interests, and Liens against the Real Property of Spicey Partners Real Estate Holdings, LLC, a Texas limited liability company, including a) the Open-Ended Mortgage and Security Agreement from Spicey Partners Real Estate Holdings, LLC to The Washington Trust Company, dated March 13, 2020, effective as

of March 18, 2020 and recorded on March 19, 2020 at Instrument No. 2020-005366 in the amount of $9,000,000.00; b) the Open-Ended Mortgage and Security Agreement from Spicey Partners Real Estate Holdings, LLC to The Washington Trust Company, dated March 13, 2020, effective as of March 18, 2020 and recorded on March 19, 2020 at Instrument No. 2020-005367; c) the Assignment of Leases and Rents from Spicey Partners Real Estate Holdings, LLC to The Washington Trust Company, dated March 13, 2020, effective as of March 18, 2020 and recorded on March 19, 2020 at Instrument No. 2020-005368; d) the filing by The Washington Trust Company, recorded December 20, 2023, at Instrument No. 23-00558951; and e) the filing by The Washington Trust Company, recorded December 11, 2023, at Instrument No. 23-0054201421; and

3. All UCC-1 financing statements recorded against Cosmed Group, Inc., except for those specifically identified as Assumed Liabilities as set forth in the APA, including, but not limited to: a) the UCC-1 financing statement filed by The Washington Trust Company and recorded on October 30, 2023 as Instrument No. 2023-37383309; b) the UCC-1 financing statement filed by The Washington Trust Company and recorded on October 30, 2023 as Instrument No. 2023-7384430; c) the UCC-1 financing statement filed by The Washington Trust Company and recorded on October 30, 2023 as Instrument No. 2023-7384513; d) the UCC-1 financing statement filed by The Washington Trust Company and recorded on October 30, 2023 as Instrument No. 2023-7384521; and (e) the UCC-1 financing statement filed by Michael Howe and recorded on April 4, 2024 as Instrument No. 2024-2244679.

S. **Legal, Valid Transfer**. As of the Closing, pursuant and subject to the terms of the

APA and the other Related Agreements, the transfer of the Transferred Assets and the Sale will effect a legal, valid, enforceable, and effective transfer of the Transferred Assets and will vest the Purchaser with all of the Debtors' right, title, and interest in the Transferred Assets, free and clear of all known and unknown liens, claims, encumbrances and other interests, of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, except as expressly set forth in the APA.

T. **No Successor Liability**. The Purchaser (i) is not a successor (and shall not be deemed a successor) to the Debtors or their estates by any theory of law or equity, including without limitation any theory of de facto merger, mere continuation, alter ego, or substantial continuity; (ii) has not, de facto or otherwise, merged with or into the Debtors or any of their affiliates; (iii) is not a continuation of any of the Debtors or their respective estates, businesses, or operations, and (iv) does not have a common identity of incorporators, directors, officers, or equity holders with the Debtors, and thus does not assume any successor liability Claims, as defined and set forth in the APA.

U. **Assumption of Executory Contracts and Unexpired Leases**. The Debtors have demonstrated the assumption and assignment of the Assigned Contracts to the Purchaser in connection with the consummation of the Sale is an exercise of the Debtors' sound business judgment and is in the best interests of the Debtors and their estates, creditors, and other parties in interest. The Assigned Contracts being assigned to the Purchaser are an integral part of the APA and the Sale and, accordingly, the assumption and assignment of the Assigned Contracts is reasonable and enhances the value of the Debtors' estates. Any non-Debtor counterparty to an Assigned Contract that has not filed with the Court an objection to such assumption and assignment in accordance with the terms of the Bid Procedures Order and Cure Notice is deemed to have

irrevocably consented to such assumption and assignment.

V. **Cure/Adequate Assurance**. The Debtors and the Purchaser, as applicable under the APA and the other Related Agreements, have, including by way of entering into the APA and the other Related Agreements, and agreeing to the provisions relating to the Assigned Contracts therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts, within the meaning of section 365(b)(l)(A) of the Bankruptcy Code, and (ii) 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 any of the Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Purchaser has, based upon the record of these proceedings, provided adequate assurance of its future performance of and under the Assigned Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. No default exists in the Debtors' performance under the Assigned Contracts as of the Closing Date other than the failure to pay Cure Costs or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code. The Purchaser provided adequate assurance of future performance of and under the Assigned Contracts within the meanings of sections 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code. The Cure Costs are hereby found to be the sole amounts necessary to cure any and all defaults under the Assigned Contracts under section 365(b) of the Bankruptcy Code.

W. **Not a *Sub Rosa* Plan**. The Sale does not constitute a *de facto* or *sub rosa* plan of reorganization or liquidation because it does not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan proposed by the Debtors, (iii) circumvent chapter 11 safeguards, including those set forth in sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests.

X. **Prompt Consummation**. Time is of the essence in consummating the Sale. The consummation of the Sale as soon as practicable is necessary both to preserve and maximize the value of the Debtors' assets for the benefit of the Debtors, and their estates, creditors, interest holders and all other parties in interest in these chapter 11 cases, and to provide the means for the Debtors to maximize creditor and interest holder recoveries. The Debtors and the Purchaser intend to close the Sale as soon as possible.

Y. **Final Order**. The Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, waives any stay including as contemplated by Bankruptcy Rules 6004 and 6006, directs that this Sale Order be effective immediately upon its entry, and expressly directs entry of this Sale Order as set forth herein. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

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

1. **General Provisions**. The findings and conclusions set forth in this Sale Order constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this matter by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Sale Hearing shall be deemed additional findings of fact and conclusions of law in this matter and are incorporated herein. When appropriate, all findings of fact shall be construed as conclusions of law, and all conclusions of law shall be construed as findings of fact.

2. **Relief Granted; Objections Overruled**. The Sale and other transactions contemplated by the APA and the other Related Agreements, is approved for the reasons set forth in this Sale Order and on the record of the Sale Hearing, which is incorporated fully herein as if fully set forth in this Sale Order. All objections, statements, and reservations of rights to the Sale Motion and the relief requested therein and to the entry of this Sale Order or the relief granted

herein that have not been expressly withdrawn, waived, adjourned, settled as announced to the Court at any prior hearing, at the Sale Hearing, or by stipulation filed with the Court, or previously overruled, including, without limitation, all reservations of rights included therein or otherwise, are hereby overruled and denied in their entirety on the merits and with prejudice, except as expressly set forth herein. Those parties who did not object, or withdrew their objections to the Sale Motion, are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code.

3. **Approval of Sale and APA**. The APA and all other Related Agreements, including all of the terms and conditions thereof, are hereby authorized and approved in all respects. Pursuant to section 363(b) of the Bankruptcy Code, the Sale of the Transferred Assets to the Purchaser free and clear of all known and unknown liens, claims, mortgages, assignment of rents, encumbrances and other interests, of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing (except those specifically permitted by the APA), and the transactions contemplated thereby, are approved in all respects.

4. **Authorization**. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are hereby (i) authorized to sell the Transferred Assets to the Purchaser and consummate the Sale in accordance with and subject to the terms and conditions of the APA and other Related Agreements, (ii) authorized to transfer and assign all right, title and interest (including common law property rights) to all property, licenses and rights to be conveyed in accordance with and subject to the terms of the APA, (iii) authorized and directed to execute and deliver, perform under, consummate, implement, and comply with the APA, together with the Related Agreements and all other additional instruments and documents that may be reasonably necessary or desirable to

implement the APA and the Sale, and (iv) authorized and empowered to take all further actions as may be reasonably requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Transferred Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and the other Related Agreements.

5. **Binding Effect**. This Sale Order, the APA, and the other Related Agreements shall be binding in all respects upon the Debtors and their estates, successors, and assigns, all creditors of and equity holders in the Debtors, and any and all other parties in interest, including, without limitation, any and all holders of known or unknown liens, claims, mortgages, assignment of rents, encumbrances, and other interests, of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing (including holders of any rights or claims based on any putative successor or transferee liability) of any kind or nature whatsoever in the Transferred Assets, all non-Debtor parties to the Assigned Contracts, and any trustee or successor trustee appointed in these chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code. None of the APA, the other Related Agreements, or the Sale is subject to rejection or avoidance (whether through any avoidance or recovery, claim, action, or proceeding arising under chapter 5 of the Bankruptcy Code or under any similar state or federal law or any other cause of action) by the Debtors, any chapter 7 or chapter 11 trustee of the Debtors' bankruptcy estates or any other person or entity. The APA, the other Related Agreements, this Sale Order, and the Debtors' obligations therein and herein shall not be altered, impaired, amended, rejected, discharged, or otherwise affected by any chapter 11 plan proposed or confirmed in these chapter 11 cases, any order confirming any chapter 11 plan, or any subsequent order of this Court without the prior written consent of the Purchaser. Nothing contained in any chapter 11

plan confirmed in these chapter 11 cases, the confirmation order confirming any such chapter 11 plan, or any order dismissing these chapter 11 cases, shall conflict with or derogate from the provisions of the APA, the other Related Agreements, or this Sale Order. This Sale Order, the APA, and the other Related Agreements shall inure to the benefit of the Debtors, their estates, their creditors, the Purchaser, and each of the foregoing respective successors and assigns.

6. **Good Faith Purchaser**. The Purchaser is a good faith purchaser of the Transferred Assets and is hereby granted and is entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Sale Order are hereafter reversed, modified or vacated by a subsequent order of the Court or any other court, such reversal, modification or vacatur shall not affect the validity and enforceability of the Sale or any other sale, transfer or assignment under the APA or the other Related Agreements or any obligation or right granted pursuant to the terms of this Sale Order (unless stayed pending appeal prior to the Closing Date) and, notwithstanding any reversal, modification or vacatur, any sale, transfer or assignment, shall be governed in all respects by the original provisions of this Sale Order, the APA, or the other Related Agreements, as the case may be.

7. **Section 363(n) of the Bankruptcy Code**. The Sale approved by this Sale Order is not subject to avoidance and neither the Purchaser nor any of its affiliates are subject to any recovery of damages, in each case pursuant to section 363(n) of the Bankruptcy Code. Neither the Purchaser nor any of its affiliates violated section 363(n) of the Bankruptcy Code in any respect in connection with the Sale.

8. **Free and Clear**. Pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, upon consummation of the APA, the Transferred Assets shall be transferred to the Purchaser

free and clear of all known and unknown encumbrances, claims, interests, and liens, mortgages, restrictions, hypothecations, reversionary rights, assignment rights, rights to specific performance, reimbursement rights, charges, indentures, loan agreements, instruments, consent rights, regulatory violations, 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, and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity or quasi-governmental entity, or charges of any kind or nature, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, if any, 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, liabilities related to the Employee Retirement Income Security Act of 1974, liabilities related to the Internal Revenue Code, or any other liability relating to Debtors' current and former employees, including any withdrawal liabilities or liabilities under any collective bargaining agreement or labor practice agreement (to the extent not assumed under the APA), of the Debtors or any of the Debtors' 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 or subsequent to the commencement of these cases, and whether imposed by agreement,

understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing (other than Assumed Liabilities). **If not otherwise included above, the Sale shall also be free and clear of**:

(a) Any Taxes arising prior to the Closing Date ("Seller Taxes") and/or any Transfer Taxes, except for those specifically identified as Assumed Liabilities as set forth in the APA;

(b) The Mortgages, Security Interests, and Liens against the Real Property of Spicey Partners Real Estate Holdings, LLC, a Texas limited liability company, including a) the Open-Ended Mortgage and Security Agreement from Spicey Partners Real Estate Holdings, LLC to The Washington Trust Company, dated March 13, 2020, effective as of March 18, 2020 and recorded on March 19, 2020 at Instrument No. 2020-005366 in the amount of $9,000,000.00; b) the Open-Ended Mortgage and Security Agreement from Spicey Partners Real Estate Holdings, LLC to The Washington Trust Company, dated March 13, 2020, effective as of March 18, 2020 and recorded on March 19, 2020 at Instrument No. 2020-005367; c) the Assignment of Leases and Rents from Spicey Partners Real Estate Holdings, LLC to The Washington Trust Company, dated March 13, 2020, effective as of March 18, 2020 and recorded on March 19, 2020 at Instrument No. 2020-005368; d) the filing by The Washington Trust Company and recorded December 20, 2023 at Instrument No. 23-00558951; and e) the filing by The Washington Trust Company and recorded December 11, 2023 at Instrument No. 23-0054201421; and

(c) All UCC-1 financing statements filed against Cosmed Group, Inc., except for those specifically identified as Assumed Liabilities as set forth in the APA, including but not limited to: a) the UCC-1 financing statement filed by The Washington Trust Company and recorded on October 30, 2023 as Instrument No. 2023-37383309; b) the UCC-1 financing statement filed by The Washington Trust Company and recorded on October 30, 2023 as Instrument No. 2023-7384430; c) the UCC-1 financing statement filed The Washington Trust Company and recorded on October 30, 2023 as Instrument No. 2023-7384513; d) the UCC-1 financing statement filed by The Washington Trust Company and recorded on October 30, 2023 as Instrument No. 2023-7384521; and (e) the UCC-1 financing statement filed by Michael Howe and recorded on April 4, 2024 as Instrument No. 2024-2244679.

9. **Excluded Liabilities.** Notwithstanding anything to the contrary in the APA, the Purchaser shall not assume or be obligated to pay, perform or otherwise discharge any Liabilities of the Seller or any of its Affiliates other than the Assumed Liabilities. All other Liabilities shall

be deemed Excluded Liabilities, as more fully defined and set forth in the APA incorporated herein by reference, which Excluded Liabilities are not assumed by the Purchaser and remain Liabilities of the Debtors and their Estates. For the avoidance of doubt, any Liabilities for any Claim that arises from the Purchaser's post-Closing conduct or omissions is not an Excluded Liability.

10. **Modifications**. The APA and the other Related Agreements may be modified, amended, or supplemented by the parties thereto in a writing signed by the Debtors and the Purchaser in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

11. **Valid Transfer**. Except as otherwise expressly permitted or specifically provided for in the APA or this Sale Order, pursuant to sections 105(a), 363(b), 363(f), 365(b), 365(f) of the Bankruptcy Code or any other applicable section of the Bankruptcy Code, upon the Closing, the Transferred Assets shall be transferred to the Purchaser, and such transfer shall constitute a legal, valid, binding and effective transfer of the Transferred Assets free and clear of all known or unknown liens, claims, encumbrances, and other interests of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing (except as expressly assumed pursuant to the APA) pursuant to section 363(f) of the Bankruptcy Code. Upon the Closing, the Purchaser shall take title to and possession of the Transferred Assets subject only to the Assumed Liabilities and Permitted Liens, if any.

12. **Parties Enjoined**. Except as expressly permitted or otherwise specifically provided by the APA or this Sale Order, all persons and entities (as defined in section 101(15) of the Bankruptcy Code), including, but not limited to, all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts and

unexpired leases, and creditors holding any known or unknown liens, claims, encumbrances, or interests of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, against or in the Debtors or any of the Transferred Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated) or arising under or out of, in connection with, or in any way relating to, the Debtors, the Transferred Assets, the operation of the Debtors' business prior to the Closing, or the transfer of the Transferred Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting any claims of any kind or nature whatsoever, against the Purchaser and its successors, designees, assigns, or property, or the Transferred Assets upon Closing. On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be deemed by the Purchaser to be necessary or desirable to release any known and unknown liens, claims, encumbrances or interests of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, on the Transferred Assets, if any, as provided for herein. This Sale Order (i) shall be effective as a determination that, upon the Closing, all known and unknown liens, claims, encumbrances, and other interests of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, existing as to the Transferred Assets prior to the Closing have been unconditionally and fully released, discharged, and terminated and that the conveyances described herein have been effected, and (ii) shall be binding upon and shall govern the acts of all entities including, without limitation, 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, foreign, and local officials, 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 or state of title in or to, the Transferred Assets.

13. **Operation of the Business Prior to Closing**. Until the Closing, the Debtors shall operate the business (including the Transferred Assets), incur liabilities and make disbursements, in each case in accordance with the APA and the other Related Agreements.

14. **Possession**. All persons and entities that are in possession of some or all of the Transferred Assets on the Closing Date are directed to surrender possession of such Transferred Assets to the Purchaser or its assignee as of the Closing Date.

15. **Release of Liens**. Notwithstanding anything herein, if any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing any known or unknown liens, claims, and encumbrances of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, in the Transferred Assets conveyed pursuant to the APA, the other Related Agreements and this Sale Order has not delivered to the Debtors, prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all known and unknown liens, claims, and encumbrances of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, which the person or entity has with respect to the Transferred Assets or otherwise, then (i) the Debtors are hereby authorized to, and at the request of Purchaser shall, execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Transferred Assets, and (ii) the Purchaser is hereby authorized to, and at the request of Purchaser shall, file, register, or otherwise record a certified copy of this Sale

Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens on or against the Transferred Assets of any kind or nature whatsoever upon Closing. Notwithstanding the foregoing, the provisions of this Sale Order authorizing the Sale and assignment of the Transferred Assets free and clear of known and unknown liens, claims, and encumbrances of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents or other instruments to effectuate, consummate, or implement the provisions of this Sale Order.

16. **Authorization of Assumption and Assignment**. The Debtors are hereby authorized to and shall, in accordance with sections 105(a) and 365 of the Bankruptcy Code, and upon payment of the applicable Cure Costs in accordance with the terms of the APA (i) assume the Assigned Contracts, (ii) assign the Assigned Contracts to the Purchaser, effective upon and subject to the occurrence of the Closing, free and clear of all known and unknown liens, claims, encumbrances, and other interests of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, which Assigned Contracts by operation of this Sale Order, shall be deemed assumed and assigned effective as of the Closing, and (iii) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to the Purchaser. The Purchaser's assumption on the terms set forth in the APA and the other Related Agreements of the Assigned Contracts, is hereby approved, and all requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment of the Assigned Contracts by the Debtors to the Purchaser have been satisfied. Upon Closing, and as set forth more fully in the APA and

the other Related Agreements, the Purchaser shall be deemed to have assumed the Debtors' obligations and liabilities under the Assigned Contracts arising from and after the Closing Date.

17. **Rejection of Excluded Contracts**. To the extent an executory contract or unexpired lease set forth in the Cure Notice is not designated as an Assigned Contract at or prior to Closing in accordance with the APA and the other Related Agreements, such contracts and leases shall be deemed rejected by the Debtors pursuant to section 365 of the Bankruptcy Code as of the first business day immediately following the Closing without further order of the Court.

18. **Anti-Assignment Provisions Unenforceable**. The Assigned Contracts shall be transferred to, and upon assignment to the Purchaser, shall remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract (including those of the type described in sections 365(b)(2) and 365(f) of the Bankruptcy Code) that (i) prohibits, restricts, limits, or conditions (including requiring consent of such non-Debtor parties to an Assigned Contract) such assignment or transfer, or (ii) allows the non-Debtor party to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract. Each non-Debtor party to an Assigned Contract is hereby forever barred, estopped, and permanently enjoined from asserting any objection to the non-Debtor party's Assigned Contract including, without limitation, that its consent is necessary for such assumption and assignment.

19. **Substitution of Purchaser**. Upon assignment to the Purchaser at Closing, 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 of the Debtors in each Assigned Contract free and clear of known and unknown liens, claims, encumbrances, and other interests of any kind or nature

whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing. Upon Closing, the Purchaser shall be deemed to be substituted for all purposes as a party to all Assigned Contracts in the place of the Debtors, and the Purchaser shall have any and all rights and benefits of the Debtors under all such Assigned Contracts without interruption or termination of any kind, and all terms thereof applicable to the Debtors shall apply to the Purchaser as if such Assigned Contracts were amended to replace the Debtors with the Purchaser.

20. **Cure**. All amounts that must be paid and obligations that must be otherwise satisfied, if any, including pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assignment and assumption of the Assigned Contracts, including costs to obtain any consents or cure any defaults thereunder that are required to be cured pursuant to the Bankruptcy Code to effect the assignment and obtain this Sale Order (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured as set forth in the APA. Any non-Debtor counterparty to an Assigned Contract that has not filed an objection on or before the deadline as set forth in the Bid Procedures Order or the Cure Notice shall be barred from asserting any monetary or non-monetary defaults with respect to such Assigned Contract and from challenging, objecting to or denying the validity and finality of the Cure Cost set forth in the Cure Notice at any time, and such Cure Cost, when paid, shall completely revive any Assigned Contract to which it relates and such Assigned Contract shall be deemed assumed by the Debtors and assigned to the Purchaser on the Closing Date.

21. **No Claims Against Purchaser**. Upon the Closing and payment of any Cure Costs, each non-Debtor party to an Assigned Contract shall be forever barred, estopped, and permanently

enjoined from asserting against the Purchaser, any of its affiliates, or the property of any of them, any default, breach, claims of pecuniary losses arising from the Assigned Contract and existing as of the Closing Date of the Sale, or claims by reason of Closing, action, liability, or other cause of action existing as of the date of the Closing whether asserted or not, or, against the Purchaser or any of its affiliates, any counterclaim, defense, setoff or any other claim asserted or assertable against the Debtors.

22. **Adequate Assurance**. The Purchaser has provided adequate assurance of its future performance under each Assigned Contract within the meaning of sections 365(b)(l)(C) and 365(f)(2)(B) of the Bankruptcy Code (including to the extent, if any, modified by section 365(b)(3) of the Bankruptcy Code). All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the Debtors' assumption and assignment to the Purchaser of the Assigned Contracts have been satisfied.

23. **Cooperation**. As specifically provided in the APA, the Debtors shall cooperate with the Purchaser and the Purchaser will cooperate with the Debtors, in a commercially reasonable manner, in each case to ensure that that transactions contemplated in the APA are consummated, and to provide an orderly transition of the Transferred Assets and Assumed Liabilities from the Debtors to the Purchaser.

24. **Purchaser's Assignment of Rights**. At any time prior to the Closing, the Purchaser may designate one or more of its affiliates as the Purchaser for purposes of the APA and the other Related Agreements, and such designee shall be deemed to be the Purchaser for all purposes under this Sale Order.

25. **Satisfaction of DIP Obligations**. For the avoidance of doubt, consummation of the Sale will only reduce the DIP Obligations by the $2,685,000 of debt assumed by the Purchaser as contemplated by the APA.

26. **No Successor Liability**. The Purchaser is not, and shall not be deemed, as a result of the consummation of the Sale contemplated herein, to: (i) be a legal successor to the Debtors or their estates by reason of any theory of law or equity, (ii) be an affiliate of the Debtors, (iii) have, *de facto* or otherwise, merged with or into the Debtors, or (iv) be an alter ego or a mere continuation or substantial continuation or successor of the Debtors in any respect. Except as expressly permitted or otherwise specifically provided for in the APA, the Related Agreements, or this Sale Order, neither the Purchaser nor any of its affiliates shall: (i) assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates, or (ii) have any liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Transferred Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the APA and the other Related Agreements, the Purchaser and its affiliates shall not be liable for any claims against the Debtors or their predecessors or affiliates, and the Purchaser and its affiliates shall have no successor or vicarious liabilities of any kind or character including but not limited to any theory of warranty, product liability, environmental, successor or transferee liability, labor law, *de facto* merger, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing.

27. **Prohibition**. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Transferred Assets to the Purchaser in accordance with the terms of the APA, the other Related Agreements, and this Sale Order.

28. **No Interference**. Following the Closing, no holder of any known or unknown lien, claim, or encumbrance of any kind or nature whatsoever, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, in the Transferred Assets shall interfere with the Purchaser's title to or use and enjoyment of the Transferred Assets based on or related to such lien, claim, or encumbrance, or any actions that the Debtors may take in these chapter 11 cases or any successor cases.

29. **Access to Records**. In the event that the Debtors, their estates, the Committee, a successor to the Debtors under a Chapter 11 plan or a subsequent Chapter 7 trustee, if appointed, needs access to any of the books and records or the IT systems or software of the Debtors that is being transferred to the Purchaser, the Purchaser agrees to provide reasonable access to such information during regular business hours upon written reasonable request of either the Debtors, the Committee or a subsequent successor to the Debtors under a Chapter 11 plan or a subsequent Chapter 7 trustee and shall retain all such books and records until such time as the Debtors' estates have been fully administered.

30. **Jurisdiction**. This Court retains exclusive jurisdiction to enforce and implement the terms and provisions of the APA and the other Related Agreements, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to: (i) compel delivery of the Transferred Assets or performance of other obligations owed to the Purchaser under the APA, the

other Related Agreements, this Sale Order, or any other exhibit or ancillary agreements in connection with the Sale (collectively, the "Related Agreements"); (ii) resolve any disputes arising under or related to the Related Agreements, except as otherwise provided therein; (iii) interpret, implement, and enforce the provisions of the Related Agreements; (iv) protect the Purchaser and its affiliates against (a) any known or unknown claims, liens, encumbrances or other interests, existing as of the Closing or in the future with respect to conduct or omissions occurring prior to the Closing, in the Debtors or the Transferred Assets of any kind or nature whatsoever and (b) any creditors or other parties in interest regarding the turnover of the Transferred Assets that may be in their possession; and (v) enforce the provisions of the Related Agreements.

31. **No Bulk Sales**. The so-called "bulk sale" laws or any similar law of any applicable state or other jurisdiction are waived or inapplicable to the Sale. No brokers were involved in consummating the Sale. The Purchaser is not, and will not become, obligated to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the Sale based upon any arrangement made by, or on behalf of, the Debtors.

32. **Failure to Specify Provision**. The failure to specifically include any particular provision of the APA or the other Related Agreements in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the APA and other Related Agreements be authorized and approved in their entirety.

33. **Headings**. The headings in this Sale Order are for convenience of reference only and shall not be deemed to modify or limit the provisions of this Sale Order, the APA, or the other Related Agreements.

34. **Conflict**. To the extent of any direct conflict between the APA and the other Related Agreements, on the one hand, and this Sale Order, on the other hand, the terms and provisions of this Sale Order shall govern.

35. **Non-Severable**. The provisions of this Sale Order are non-severable and mutually dependent.

36. **Automatic Stay**. To the extent applicable, the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of Court, (i) to allow the Purchaser to give the Debtors any notice provided for in the APA and the other Related Agreements, and (ii) allow the Purchaser to take any and all actions permitted by the APA and the other Related Agreements and necessary to consummate the Sale and transactions contemplated in the APA and the other Related Agreements.

37. **No Stay of Sale Order**. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any entity obtaining a stay pending appeal, the Debtors and the Purchaser are free to close the Sale under the APA and the other Related Agreements in accordance with their terms at any time.

38. **Post-Closing Conduct and Omissions.** Notwithstanding anything in this Sale Order or the APA to the contrary, nothing in this Sale Order or the APA shall: (1) release any Claims based on Purchaser's own conduct or omissions, including any exposures that are alleged to have occurred after the Closing; (2) deem any Claims that arise from Purchaser's post-Closing conduct or omissions, failure to act or failure to remediate any condition an Excluded Liability; (3) deem any Claims arising from or relating to facts, conditions, exposures, or circumstances occurring after the Closing, an Excluded Liability.

39. **Matheson Tri-Gas, Inc.** Nothing contained herein shall implicate the equipment owned by Matheson Tri-Gas, Inc. ("Matheson"), which includes a nitrogen storage system and various other ancillary equipment. For the avoidance of doubt, the Transferred Assets shall not include Matheson's equipment, and the Debtors are not conveying, transferring, assigning, or granting any of Matheson's equipment to the Purchaser.

40. **Transaction Costs.** As soon as practicable after the time of the Closing of the transactions contemplated by this Order, in recognition of the Purchaser's reduction of a portion of the DIP Obligations and assumption of certain liabilities under the Assigned Contracts, the Debtors are authorized to remit $150,000 to Riparian Partners LLC in full satisfaction of its "Transaction Fee" in accordance with the *Order Authorizing the Retention and Employment of Riparian Partners LLC as Investment Banking Advisor for the Debtors, Effective as of December 9, 2024* [Docket No. 183].

Signed: June 12, 2025

Christopher Lopez
United States Bankruptcy Judge

Exhibit 1

APA

Execution Version

ASSET PURCHASE AGREEMENT

by and between

LYNX MEDICAL HOLDINGS, LLC, and or its permitted assignee(s) or designee(s) as Purchaser,

and

COSMED GROUP, INC. and SPICEY PARTNERS REAL ESTATE HOLDINGS, LLC, as Seller

Dated as of June ___, 2025

Table of Contents

Page

ARTICLE 1 DEFINED TERMS 1
1.1 Defined Terms 1
1.2 Other Definitional and Interpretive Matters 10
ARTICLE 2 THE PURCHASE AND SALE; CLOSING 13
2.1 Purchase and Sale 13
2.2 Excluded Assets 14
2.3 Assumption of Liabilities 16
2.4 Excluded Liabilities 17
2.5 Excluded Contracts 17
2.6 Nontransferable Assets and Liabilities 17
2.7 Closing 18
2.8 Closing Deliveries of the Parties 18
2.9 Purchase Price; Assumed Liabilities; Deposits 19
2.10 Transfer Taxes 20
2.11 Allocation of Purchase Price 20
ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLER 21
3.1 Organization, Good Standing and Other Matters 21
3.2 Authority and Enforceability 21
3.3 No Conflict; Required Filings and Consents 21
3.4 Litigation 22
3.5 Real Property; Personal Property 22
3.6 Brokers and Finders 22
3.7 Employee Benefits Matters 22
3.8 No Other Representations or Warranties 23
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER 23
4.1 Organization, Good Standing and Other Matters 23
4.2 Authority and Enforceability 23
4.3 No Conflict: Required Filings and Consents 24
4.4 Financing 24
4.5 Solvency 24

4.6 Litigation 24
4.7 Adequate Assurances Regarding Assigned Contracts 24
4.8 Brokers and Finders 24
4.9 Investigation and Agreement by Purchaser; Non-Reliance of Purchaser; No Other Representations and Warranties 24
4.10 No Other Representations or Warranties 25

ARTICLE 5 BANKRUPTCY COURT MATTERS 26
5.1 Competing Transaction 26
5.2 Bankruptcy Court Filings 26
5.3 Fiduciary Out 26
5.4 Assigned Contracts 26

ARTICLE 6 PRE-CLOSING COVENANTS 28
6.1 Conduct of Business 28
6.2 Access to Information; Confidentiality 28
6.3 Efforts to Consummate 30
6.4 Regulatory Approvals. 30
6.5 Public Announcements 30
6.6 Update of Schedules; Knowledge of Breach 31

ARTICLE 7 POST-CLOSING COVENANTS 31
7.1 Access to Information; Books and Records 31
7.2 Post-Closing Receipt and Possession of Assets 32
7.3 Tax Matters 32
7.4 [Reserved] 34
7.5 Company Guarantees 34
7.6 Employment Matters. 34

ARTICLE 8 CONDITIONS PRECEDENT 35
8.1 Conditions to Each Party's Obligation 35
8.2 Conditions to Obligation of Purchaser 35
8.3 Conditions to Obligations of the Seller 36
8.4 Waiver of Condition; Frustration of Conditions 36
8.5 Delivery of a Notice of Readiness to Close 37

ARTICLE 9 TERMINATION 37
9.1 Events of Termination 37
9.2 Effect of Termination 38
ARTICLE 10 GENERAL PROVISIONS 38
10.1 Survival of Representations, Warranties and Covenants 39
10.2 Entire Agreement 39
10.3 Amendment; No Waiver 39
10.4 Severability; Specific Versus General Provisions 40
10.5 Expenses and Obligations 40
10.6 Notices 40
10.7 Counterparts 41
10.8 Governing Law 41
10.9 Submission to Jurisdiction; Consent to Service of Process 42
10.10 Waiver of Jury Trial 42
10.11 Rights Cumulative 42
10.12 Assignment 43
10.13 Specific Enforcement; Remedies 43
10.14 Third-Party Beneficiaries 43

EXHIBITS

Exhibit A Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit B Form of Sale Order

SCHEDULES

Schedule 2.1(e) Owned Intellectual Property
Schedule 2.2(o) Excluded Assets
Schedule 2.3(h) Assumed Liabilities
Schedule 2.11 Allocation Schedule
Schedule 3.3 Seller Required Filings and Consents
Schedule 3.4 Litigation
Schedule 3.5(b) Leased Real Property
Schedule 4.3 Purchaser Required Filings and Consents
Schedule 5.4(a) Material Contracts Used in the Business/Cure Costs
Schedule 5.4(b) Designated Contracts
Schedule 6.1 Conduct of Business
Schedule 7.4 Seller Credit Support Obligations

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of June ___, 2025 (the "**Agreement Date**") is entered into by and between Lynx Medical Holdings, LLC, a Delaware limited liability company, and/or its permitted assignee(s) or designee(s) ("**Purchaser**") and Cosmed Group Inc., a Delaware corporation, and Spicey Partners Real Estate Holdings, LLC, a Texas limited liability company (collectively, the "**Seller**").

RECITALS

WHEREAS, on November 14, 2024 (the "**Petition Date**"), the Seller filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**"), thereby commencing a chapter 11 case (the "**Bankruptcy Case**");

WHEREAS, the Seller is a debtor in possession ("**DIP**") under the Bankruptcy Code and manages its properties and assets pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Seller is engaged in the Business and owns, directly or indirectly, all of the Transferred Assets;

WHEREAS, the Seller desires to sell (or cause to be sold) to Purchaser, and Purchaser desires to purchase from the Seller, all of the Transferred Assets Free and Clear of all Liens, Claims existing as of the Closing Date. The Seller desires Purchaser to assume, and Purchaser desires to assume from the Seller, all of the Assumed Liabilities, identified herein, in each case upon the terms and subject to the conditions hereof, pursuant to a Sale Order and sections 105(a), 363 and 365 of the Bankruptcy Code and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure;

WHEREAS, the Transactions contemplated by this Agreement are subject to approval by the Bankruptcy Court, for which the Debtor will obtain an expedited hearing, and will only be consummated pursuant, among other things, to the Sale Order to be entered in the Bankruptcy Case; and

NOW, **THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 **Defined Terms**. The following terms shall have the following meanings in this Agreement:

"**Action**" means any action, proceeding, arbitration or litigation (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before any Governmental Authority or arbitrator.

"**Affiliate**" of any particular Person means any other Person, directly or indirectly, controlling, controlled by, or under common control with, such particular Person. For the purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise as well as any permitted assignee or designee with common ownership of the Purchaser.

"**Agreement**" has the meaning set forth in the preamble.

"**Agreement Date**" has the meaning set forth in the preamble.

"**Allocation Schedule**" has the meaning set forth in Section 2.11.

"**Alternate Transaction**" has the meaning set forth in Section 9.1(b).

"**Applicable Law**" means, with respect to any Person, any federal, provincial, state, local law, ordinance, principle of common law, code, regulation or statute applicable to such Person or such Person's subsidiaries or to any of their respective securities, assets, properties or businesses.

"**Asset Tax Return**" means a Tax Return relating to an obligation to pay Taxes that are determined based upon the ownership or operation of the Transferred Assets (but, for the avoidance of doubt, not including any Tax Returns relating to Transfer Taxes).

"**Asset Taxes**" means any Taxes with respect to the ownership or operation of the Transferred Assets other than (a) Taxes based on net or gross income, and (b) Transfer Taxes.

"**Assigned Contracts**" has the meaning set forth in Section 2.1(c).

"**Assignment and Assumption Agreement**" means the assignment and assumption agreement with respect to the Assigned Contracts, dated as of the Closing Date, by and between the Seller and Purchaser, substantially in the form attached hereto as Exhibit B

"**Assumed Liabilities**" has the meaning set forth in Section 2.3.

"**Bankruptcy Case**" has the meaning set forth in the Recitals.

"**Bankruptcy Code**" has the meaning set forth in the Recitals.

"**Bankruptcy Court**" has the meaning set forth in the Recitals.

"**Bid Procedures**" means those certain bidding procedures for the Sale of the Seller's assets approved by the Bankruptcy Court.

"**Bid Procedures Order**" means the Order entered by the Bankruptcy Court approving the Bid Procedures at Docket No 185.

"**Bill of Sale and Assignment**" means the bill of sale and assignment with respect to the Transferred Assets, dated as of the Closing Date, by and between the Seller and Purchaser, substantially in the form attached hereto as Exhibit A.

"**Business**" means the business of the Seller of sterilizing medical devices as currently conducted at the Franklin Location and the Erie Location.

"**Business Day**" means any day other than (a) a Saturday, Sunday or federal holiday or (b) a day on which commercial banks in Houston, Texas are authorized or required to be closed.

"**Claims**" has the meaning set forth in Section 101(5) of the Bankruptcy Code provided that such Claims exist as of the Closing Date.

"**Closing**" has the meaning set forth in Section 2.7.

"**Closing Date**" has the meaning set forth in Section 2.7.

"**Code**" means the Internal Revenue Code of 1986, as amended, or any successor law, and regulations issued by the IRS pursuant thereto.

"Committee" means the Official Committee of Unsecured Creditors appointed in the Bankruptcy Case or any successor committee.

"**Competing Bid**" has the meaning set forth in Section 5.1.

"**Confidentiality Agreement**" means that certain Confidentiality Agreement, dated as of April 2, 2025 by and between the Seller and Purchaser.

"**Consent**" means any consent, approval, authorization, waiver or license.

"**Contract**" means any written agreement, mortgage, indenture, lease (whether for real or personal property), contract or subcontract.

"**Cure Costs**" means any and all costs, expenses or actions that Purchaser is required to pay or perform to assume any of the Assigned Contracts pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code.

"**Cure Notice**" has the meaning set forth in Section 5.4(a).

"**Designated Contracts**" has the meaning set forth in Section 5.4(a).

"**DIP**" has the meaning set forth in the Recitals.

"**Employee Benefit Plan**" means any "employee benefit plan," within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, and any plan, agreement, arrangement, program, practice or policy regarding or with respect to: equity options; equity purchase; equity or

equity-based compensation; phantom equity or appreciate rights; bonuses; incentive awards; vacation, holiday or other paid time off pay; fringe benefits; severance pay; retention; deferred compensation; employment; retirement, change in control; hospitalization or other medical, dental, vision, accident, disability, life or other insurance; executive compensation or supplemental income, in each case, that is sponsored, maintained, contributed to or required to be contributed to by the Seller or any ERISA Affiliate.

"**Enforceability Exceptions**" means applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar Applicable Laws affecting the enforcement of creditors' rights generally and general equitable principles.

"**Environmental Laws**" means any Applicable Law relating to pollution or protection of the environment or worker health and safety (in respect of exposure to Hazardous Substances), including such Applicable Laws relating to the use, treatment, storage, disposal, Release or transportation of Hazardous Substances.

"**Erie Location**" means 2205 E 33rd St, Erie, PA 16510 which is owned by Spicey Partners Real Estate Holdings, LLC.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**ERISA Affiliate**" means any corporation, trade, business, or entity under "common control" with the Seller, within the meaning of Section 414(b), (c) or (m) of the Code or Section 4001 of ERISA.

"**EtO Claims**" means the claims listed on Schedule 1 to the *Schedule of Assets and Liabilities for Cosmed Group, Inc. (Case No. 24-90573)* [Docket No. 165].

"**Excluded Assets**" has the meaning set forth in Section 2.2.

"**Excluded Books and Records**" means the following originals and copies of those books and records, documents, data and information (in whatever form maintained) of the Seller and the Business: (i) all corporate minute books (and other similar corporate records) and stock records of the Seller, (ii) any books and records relating to the Excluded Assets or (iii) any books, records or other materials that Seller (x) is required by Applicable Law to retain (copies of which, to the extent permitted by Applicable Law, will be made available to Purchaser upon Purchaser's reasonable request), except those as set forth in Section 2.1(d) (y) reasonably believes is necessary to enable it to prepare and/or file Tax Returns (copies of which will be made available to Purchaser upon Purchaser's reasonable request) or (z) is prohibited by Applicable Law from delivering to Purchaser, including any attorney client communications, work product or other privileged materials.

"**Excluded Contracts**" has the meaning set forth in Section 2.5.

"**Excluded Liabilities**" has the meaning set forth in Section 2.4.

"**Final Order**" means an Order, judgment or other decree of the Bankruptcy Court or any other Governmental Authority of competent jurisdiction that has not been reversed, vacated,

modified or amended, is not stayed and remains in full force and effect; provided, that such Order shall be considered a Final Order only after the time period for third parties seeking appeal has expired without the filing of any appeal or motion for reconsideration.

"**Franklin Lease Assignment**" has the meaning set forth in Section 2.8.

"**Franklin Location**" means 19 Park Dr, Franklin, NJ 07416 which is leased by Seller pursuant to a lease agreement identified on Schedule 3.5(b).

"**Free and Clear**" means free and clear of all known and unknown Liens, Liabilities and Claims existing as of the Closing Date (other than the Permitted Liens and the Assumed Liabilities) to the maximum extent permitted by section 363(f) of the Bankruptcy Code.

"**GAAP**" means generally accepted accounting principles in the United States as of the Agreement Date.

"**Governmental Authority**" means any domestic or foreign national, provincial, state, multi-state or municipal or other local government, any subdivision, agency, commission or authority thereof, any court (including the Bankruptcy Court) or tribunal or any quasi-governmental or private body exercising any regulatory or taxing authority thereunder (including the IRS and the EPA).

"**Hazardous Substances**" means any substances, materials or wastes which are defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "pollutants" or "contaminants" under any Environmental Law, including any petroleum or refined petroleum products, radioactive materials, friable asbestos or polychlorinated biphenyls.

"**Insider/Affiliate Actions**" means the Seller's claims and causes of action (other than claims arising under section 547 of the Bankruptcy Code against third parties who are not current or former "insiders" or "affiliates" as defined under section 101 of the Bankruptcy Code or other insiders or non-debtor affiliates).

"**Insurance Coverage Dispute**" means the insurance coverage dispute between Seller and Hartford Insurance Company and several of Hartford's affiliates pending in United States District Court for the District of Rhode Island in the case captioned *Hartford Fire Ins. Co.* et al. *v. Cosmed Group, Inc.*, Case No. 1:24-CV-00080-WES-PAS (D.R.I.).

"**Intellectual Property**" means any and all intellectual property and proprietary rights in any jurisdiction throughout the world, including rights arising from the following: (i) design rights, industrial design registrations and applications therefor, divisions, continuations, continuations-in-part, reissues, substitutes, renewals, registrations, confirmations, reexaminations, extensions and any provisional applications, and any foreign or international equivalent of any of the foregoing; (ii) trademarks (whether registered, unregistered or applied for), service marks, trade dress, service names, trade names, brand names, product names, slogans, logos, business names, corporate names, and other source or business identifiers, all registrations and applications for registration thereof, and, in each case, together with all of the goodwill associated therewith; (iii) works of authorship, copyrights and all registrations and applications for registration thereof;

(iv) trade secrets and know-how; (v) rights in formulae, methods, techniques, processes, assembly procedures, software, software code (in any form, including source code and executable or object code), subroutines, test results, test vectors, user interfaces, protocols, schematics, specifications, drawings, prototypes, molds and models, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing), and (vi) social media accounts, social media identifiers, internet domain name registrations.

"**IRS**" means the United States Internal Revenue Service.

"**Knowledge**" means (a) with regard to the Seller, the actual knowledge, without any implication of independent verification or investigation concerning such knowledge, of David G. Howe, after due inquiry of the plant managers of the Erie Location and the Franklin Location, in each case as of the Agreement Date (or, with respect to a certificate delivered pursuant to this Agreement, as of the date of delivery of such certificate) and (b) with regard to Purchaser, the actual knowledge, without any implication of independent verification or investigation concerning such knowledge, of the officers of Lynx Medical Holdings, LLC, in each case as of the Agreement Date (or, with respect to a certificate delivered pursuant to this Agreement, as of the date of delivery of such certificate).

"**Liabilities**" shall mean any debts, liabilities, duties, obligations or commitments of any nature whatsoever existing as of the Closing Date, whether direct or indirect, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, whenever or however arising (including whether arising out of any Contract or in a tort claim based on negligence or strict liability).

"**Lien**" means as of the Closing Date, all forms of known and unknown liens, of any kind or nature whatsoever (including mechanic's, contractor's or other similar liens arising under or relating to the provision of goods or services on or to any Transferred Assets, and liens arising under the Bankruptcy Code), encumbrances, defects or irregularities in title, pledge, mortgage, deed of trust, deed to secure debt, security interests, charges, transfer restrictions or similar agreements or encumbrances, including any dedication under any gathering, transportation, treating, processing, fractionating, purchase, sale or similar agreements, or any other rights granted or consensual as to or against any Transferred Assets, including, but not limited to, easements, encroachments, rights of first refusal, options, or any other interest or right in property that constitutes a lien or interest within the definition or adjudication of such terms under section 101(37) of the Bankruptcy Code.

"**Linden Dry Bed**" has the meaning set forth in Section 2.1.

"**Material Adverse Effect**" means a material adverse effect on the business, financial condition or results of operations of the Business (including the Transferred Assets and Assumed Liabilities) taken as a whole; provided, however, that none of the following shall be deemed (either alone or in combination) to constitute, and none of the following shall be taken into account in determining whether there has been or may be, a Material Adverse Effect: (a) any change in, or effects arising from or relating to, general business or economic conditions affecting any industry in which the Business operates; (b) any change in, or effects arising from or relating to, the United States or foreign economies, or securities, banking or financial markets in general, or other general

business, banking, financial or economic conditions (including (i) any disruption in any of the foregoing markets, (ii) debt defaults or other restructuring events of any country with respect to which bondholders take a discount to the debt of any country or any increases in the interest rates for any country's debt, (iii) any change in currency exchange rates, (iv) any decline or rise in the price of any security, commodity, contract or index and (v) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the Transactions); (c) any change from, or effects arising from or relating to, the occurrence, escalation or material worsening of any act of God or other calamity, natural disaster, pandemic or disease, outbreak, hostility, act of war, sabotage, cyber-attack or terrorism or military action; (d) any action taken by Purchaser or its Affiliates with respect to the Transactions or with respect to the Business; (e) any action taken, or failed to be taken, by the Seller at the request of or with the consent of Purchaser or otherwise in compliance with the terms of this Agreement or any change from, or effects arising from or relating to, Purchaser's failure to consent to any action restricted by Section 6.1; (f) any change in, or effects arising from or relating to changes in, Applicable Law or accounting rules (including GAAP) or any interpretation thereof; (g) the failure of the Business to meet any of its projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or representatives); (h) national or international political, labor or social conditions; (i) any matter described in the Schedules or any matter of which Purchaser is aware as of the Agreement Date; (j) the public announcement of, entry into or pendency of, actions required or contemplated by or performance of obligations under, this Agreement and the Transactions or the identity of the parties to this Agreement, including any termination of, reduction in or similar adverse impact on relationships, contractual or otherwise, with any customers, suppliers, financing sources, licensors, licensees, distributors, partners, employees or others having relationships with the Business; (k) the sale of any assets other than the Transferred Assets to any third parties by Seller or any of its Affiliates; (l) any effect arising or resulting from or related to the filing of the Bankruptcy Case; (m) any action required to be taken under any Applicable Law or Order or any existing Contract by which Seller (or any of its properties) are bound; (n) seasonal changes in the results of operations of the Seller; (o) any epidemic, pandemic, outbreak of disease or other public health emergency or any escalation or worsening of any such conditions; or (p) any objections made in the Bankruptcy Court to this Agreement, the Transactions, the Sale Order or the reorganization, any orders of the Bankruptcy Court and any actions or omissions of the Seller in compliance with any order of the Bankruptcy Court and the assumption or rejection of any Assigned Contract.

"**Non-Transferred Asset**" has the meaning set forth in Section 2.6(a).

"**Notice of Readiness to Close**" has the meaning set forth in Section 8.5.

"**Order**" means any award, decision, injunction, judgment, ruling or verdict entered, issued, made or rendered by any Governmental Authority or arbitrator.

"**Organizational Documents**" means (a) the articles or certificates of incorporation and the by-laws of a corporation, (b) the partnership agreement and any statement of partnership of a general partnership, (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (d) the operating or limited liability company agreement and the certificate of formation of a limited liability company, (e) any charter, joint venture agreement or similar document adopted or filed in connection with the creation, formation or organization of a Person

not described in clauses (a) through (d), and (f) any amendment to or equivalent of any of the foregoing.

"**Outside Date**" has the meaning set forth in Section 9.1(g).

"**Owned Intellectual Property**" means the Intellectual Property owned by the Seller that is exclusively Used in the Business as set forth on Schedule 2.1(e), including, but not limited to, the name Cosmed Group.

"**Permits**" has the meaning set forth in Section 2.1(b).

"**Permitted Liens**" means (a) Liens for real estate taxes, assessments or other governmental charges not yet due and payable or not being contested in good faith by appropriate proceedings; mechanics', carriers', workers', repairers' and other similar Liens arising or incurred in the ordinary course of business for obligations that are not overdue or are being contested in good faith by appropriate proceedings; (b) zoning, entitlement and building regulations and land use restrictions; (c) purchase money Liens and Liens securing rental payments under capital lease arrangements assumed by Purchaser; (d) Liens arising under leases of property or equipment in favor of the owner thereof assumed by Purchaser; (e) pledges or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security with respect to the Business; (f) deposits to secure the performance of bids, contracts leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of the Business relating to the Assigned Contracts and the Franklin lease; (g) licenses of Intellectual Property Used in the Business and granted in the ordinary course of business; (h) gaps in the chain of title of Intellectual Property applications or registrations used in the Business that are evident from the records of the relevant Governmental Authority maintaining such applications or registrations; (i) Liens arising under or created by this Agreement or any of the Related Documents; (j) Liens arising in the ordinary course of business which would not reasonably be expected to have a Material Adverse Effect; and (k) matter set forth in the Title Commitment other than the WTC Liens.

"**Person**" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or any other entity or Governmental Authority.

"**Personal Information**" means any information in the possession or control of the Seller (solely as related to the Business) about an identifiable individual other than the name, title or business address, business email address or telephone number of any Employee.

"**Petition Date**" has the meaning set forth in the Recitals.

"**Pre-Closing Tax Period**" has the meaning set forth in Section 7.3(a).

"**Provision**" has the meaning set forth in Section 10.4.

"**Public Health Measures**" means any closures, "shelter-in-place," "stay at home," workforce reduction, social distancing, shut down, closure, curfew or other restrictions or any other Applicable Law, Orders, directives, guidelines or recommendations issued by any Governmental

Authority, the Centers for Disease Control and Prevention, the World Health Organization, or any industry group in connection with COVID-19 or any other epidemic, pandemic, or outbreak of disease, or in connection with or in response to any other public health conditions.

"**Purchase Price**" means three million three hundred thousand dollars ($3,300,000.00) less a credit provided by Seller to Purchaser for five hundred thousand dollars ($500,000.00) less the cash purchase price to be paid by Evelyn Finance LLC for certain assets of the Seller, for a total balance due of two million six hundred eighty five thousand dollars ($2,685,000.00) of which the Purchaser shall pay zero dollars ($0.00) upfront at Closing; as Purchaser shall enter into a new loan agreement and note with Zimmer in the amount of two million six hundred eighty five thousand dollars ($2,685,000.00). The new loan agreement and note, summarized herein for purposes of clarity only, will be for two million six hundred eighty five thousand dollars ($2,685,000.00), paid over a term of twelve (12) months at an interest rate of seven percent (7%) with payments of one hundred and fifty thousand dollars ($150,000.00) due on month three (3), month six (6), and month nine (9) allocated between Lynx Medical Pennsylvania, LLC and Lynx Medical NJ, LLC. After the twelve (12) month loan term, the remaining balance of the loan will be due on the maturity date which is three hundred and sixty-five (365) days after all the conditions to Closing are cleared. Pursuant to the new loan agreement and note between the Purchaser and Zimmer for the Purchase Price, Zimmer will be in first priority position and will have a security interest in the assets of both Lynx Medical Pennsylvania, LLC and Lynx Medical NJ, LLC.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser Schedules**" has the meaning set forth in Article 4.

"**Related Claims**" means all claims or causes of action (whether in contract or tort, in law or in equity, or granted by statute or otherwise) that may be based upon, arise out of or relate to this Agreement, the Related Documents and any other document or instrument delivered pursuant to this Agreement or the Related Documents, or the negotiation, execution, termination, validity, interpretation, construction, enforcement, performance or nonperformance of this Agreement or the Related Documents or otherwise arising from the Transactions or the relationship between the parties (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with, or as an inducement to enter into, this Agreement or the Related Documents).

"**Related Documents**" means the Bill of Sale and Assignment and the Assignment and Assumption Agreement; provided, however, that the Bill of Sale and Assignment and the Assignment and Assumption Agreement shall not be a Related Document solely for purposes of applying the provisions in Article 10 to the extent, and only to the extent, that any such document expressly conflicts with Article 10.

"**Relationship Inquiries**" has the meaning set forth in Section 6.7(b).

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Hazardous Substances.

"**Review Period**" has the meaning set forth in Section 6.7(b).

"Sale Hearing" means the hearing before the Bankruptcy Court to approve entry of the Sale Order.

"**Sale Order**" means an Order of the Bankruptcy Court issued pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code substantially in the form of Exhibit B.

"**Schedules**" has the meaning set forth in Article 3.

"**Seller**" has the meaning set forth in the preamble.

"**Seller Access Contact**" has the meaning set forth in Section 6.2(a).

"**Seller Related Parties**" has the meaning set forth in Section 2.1.

"**Seller Credit Support Obligations**" has the meaning set forth in Section 7.4.

"**Seller Tax Claim**" has the meaning set forth in Section 7.3(e).

"**Seller Taxes**" has the meaning set forth in Section 7.3(c).

"**Solvent**" when used with respect to any Person, means that, as of any date of determination, (a) the fair salable value (determined on a going concern basis) of its assets and property will, as of such date, exceed the amounts required to pay its debts as they become absolute and mature, as of such date, (b) such Person will have adequate capital to carry on its business and (c) such Person will be able to pay its debts as they become absolute and mature, in the ordinary course of business, taking into account the timing of and amounts of cash to be received by it and the timing of and amounts of cash to be payable on or in respect of its indebtedness.

"**Specific Provision**" has the meaning set forth in Section 10.4.

"**Straddle Period**" has the meaning set forth in Section 7.3(b).

"**Tangible Personal Property**" has the meaning set forth in Section 2.1(f).

"**Tax**" means any tax (including any income tax, franchise tax, branch profits tax, capital gains tax, value-added tax, sales tax, use tax, property tax, transfer tax, payroll tax, social security tax or withholding tax), and any related fine, penalty, interest, or addition to tax with respect thereto, imposed, assessed or collected by or under the authority of any Governmental Authority.

"**Tax Return**" means any return (including any information return), report, statement, schedule, notice, form, or other document or information (whether in tangible, electronic or other form), including any amendments, schedules attachments, supplements, appendices and exhibits thereto, filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection, or payment, of any Tax.

"**Title Commitment**" means that certain ALTA Commitment for Title Insurance Company issued by Commonwealth Land Title Insurance Company for the Erie Location dated February 10, 2025 a copy of which has been made available to Purchaser.

"**Transactions**" means the transactions contemplated by this Agreement and the Related Documents.

"**Transfer Taxes**" has the meaning set forth in Section 2.10.

"**Transportation Costs**" has the meaning set forth in Section 2.1.

"**Transferred Assets**" has the meaning set forth in Section 2.1.

"**Used in the Business**" has the meaning set forth in Section 2.1.

"**WTC Liens**" means (i) the Open-End Mortgage and Security Agreement from Spicey Partners Real Estate Holdings, LLC to Washington Trust Company, dated March 13, 2020, effective as of March 18, 2020 and recorded on March 19, 2020 at Instrument No. 2020-005366 in the amount of $9,000,000.00, (ii) Open-End Mortgage and Security Agreement from Spicey Partners Real Estate Holdings, LLC to Washington Trust Company, dated March 13, 2020, effective as of March 18, 2020 and recorded on March 19, 2020 at Instrument No. 2020-005367 in the amount of $9,765,000.00 and (iii) Assignment of Leases and Rents from Spicey Partners Real Estate Holdings, LLC to Washington Trust Company, dated March 13, 2020, effective as of March 18, 2020 and recorded on March 19, 2020 at Instrument No. 2020-005368.

"**Zimmer**" means Zimmer, Inc. which is the DIP lender with a priority over the Transferred Assets.

1.2 **Other Definitional and Interpretive Matters**.

(a) Unless otherwise expressly provided, for purposes of this Agreement and the Related Documents, the following rules of interpretation shall apply:

(i) Calculation of Time Period. All references to a day or days shall be deemed to refer to a calendar day or days, as applicable, unless otherwise specifically provided. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference to $ shall mean U.S. dollars, which is the currency used for all purposes in this Agreement and the Related Documents. The specification of any dollar amount in the representations and warranties or otherwise in this Agreement, the Related Documents or the Schedules is not intended and shall not be deemed to be an admission or acknowledgement of the materiality of such amounts or items, nor shall the same be used in any dispute or controversy between the parties hereto to determine whether any obligation, item or matter (whether or not described herein or included in any schedule) is or is not material for purposes of this Agreement, the Related Documents or the Schedules.

(iii) Exhibits/Schedules. The Exhibits and Schedules to this Agreement are an integral part of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one Schedule shall be deemed to have been disclosed on each other Schedule. Disclosure of any item on any Schedule shall not constitute an admission or indication that any such item is required to be disclosed, or that such item or matter is material or has resulted in or will result in a Material Adverse Effect or that the included items or actions are not in the ordinary course of business. No disclosure on a Schedule relating to a possible breach or violation of any Contract, Applicable Law or Order shall be construed as an admission or indication that a breach or violation exists or has actually occurred. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement or Related Documents into articles, sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement or Related Document, as applicable. Unless otherwise specified, all references in this Agreement to any "Section" or other subdivision are to the corresponding section or subdivision of this Agreement, and all references in a Related Document to any "Section" or other subdivision are to the corresponding section or subdivision of such Related Document.

(vi) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" that are used in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. Uses of such words in the Related Documents shall refer to such Related Document as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Or. The word "or" shall be construed in the inclusive sense of "and/or" unless otherwise specified.

(viii) Including. The word "including" or any variation thereof means (unless the context of its usage otherwise requires) "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(ix) Successors. A reference to any party to this Agreement, any Related Document or any other agreement or document shall include such party's successors and permitted assigns.

(x) Legislation. A reference to any legislation or to any provision of any legislation shall include any amendment thereto, and any modification or

re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(xi) Reflected On or Set Forth In. An item arising with respect to a specific representation or warranty shall be deemed to be "reflected on" or "set forth in" a balance sheet or financial statement, to the extent any such phrase appears in such representation or warranty, if (a) there is a reserve, accrual or other similar item underlying a number on such balance sheet or financial statement that relates to the subject matter of such representation, (b) such item is otherwise specifically set forth on the balance sheet or financial statement or (c) such item is set forth in the notes to the balance sheet or financial statement.

(xii) Made Available. Any reference in this Agreement to "made available" means a document or other item of information that was provided or made available to Purchaser or its representatives in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions.

(b) All representations and warranties set forth in this Agreement or the Related Documents are contractual in nature only and subject to the sole and exclusive remedies set forth herein. No Person is asserting the truth of any representation and warranty set forth in this Agreement or the Related Documents; rather, the parties have agreed that should any representations and warranties of any party prove untrue, the other parties shall have the specific rights and remedies herein specified as the exclusive remedy therefor, but that no other rights, remedies or causes of action (whether in law or in equity or whether in contract or in tort or otherwise) are permitted to any party hereto as a result of the untruth of any such representation and warranty. The phrase "to Seller's Knowledge" and phrases of similar import or effect are used herein to qualify and limit the scope of any representation or warranty in which they appear and are not affirmations of any Person's "superior knowledge" that the representation or warranty in which they are used is true.

(c) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the Related Documents and, in the event an ambiguity or question of intent or interpretation arises, this Agreement and the Related Documents shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement and the Related Documents. The parties hereto agree that changes from earlier drafts to the final version of this Agreement do not necessarily imply that the party agreeing to such change is agreeing to a change in meaning (as the party agreeing to such change may believe the change is stylistic and non-substantive); consequently, no presumption should exist by virtue of a change from a prior draft.

ARTICLE 2
THE PURCHASE AND SALE; CLOSING

2.1 **Purchase and Sale**. Upon the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, for the Purchase Price, Purchaser shall purchase,

assume and accept from the Seller, and the Seller shall sell, transfer, assign, convey and deliver (or shall cause the sale, transfer, assignment, conveyance and delivery) to Purchaser, Free and Clear (except for Permitted Liens), all of the rights, title and interests in, to and under the following assets of the Seller: (i) all assets of Seller solely used in connection with the Business ("**Used in the Business**") as the same shall exist on the Closing Date at the Erie Location and the Franklin Location, (ii) one AAT dry bed scrubber wherever located at Closing, FOB at such location at Closing and in its existing condition as of Closing (the "**Linden Dry Bed**"), (iii) the real estate assets (both land and improvements) of Spicy Partners Real Estate Holdings, LLC, at Texas limited liability company located at Erie Location, Tax Parcel No. 18-051-061.0-104.00 which will be conveyed via a grant deed, (iv) Seller's rights to and under the lease of the Franklin Location, and (v) those assets identified below to the extent used in the Business as the same shall exist on the Closing Date at the Erie Location and the Franklin Location (collectively, the "**Transferred Assets**"):

(a) all supplies and other inventories Used in the Business;

(b) to the extent transferable, all the material Permits (including any applications that are in process) Used in the Business (the "**Permits**");

(c) all material Contracts to which Seller is a party and which are Used in the Business, all of which are listed on Schedule 5.4(a), excluding Contracts that expire or are terminated prior to the Closing and all Designated Contracts that Purchaser elects to exclude pursuant to Section 5.4(b) (collectively, the "**Assigned Contracts**");

(d) all material original books and records, documents (including any and all quality related documents), data and information of the Seller solely related to the Business, other than the Excluded Books and Records; provided, however, that the Seller shall be entitled to retain copies of any such materials;

(e) the Owned Intellectual Property;

(f) all equipment, and other tangible personal property, including without limitation office furniture and fixtures, computers, security systems, telephone and internet equipment and maintenance equipment and supplies and owned by the Seller (the "**Tangible Personal Property**");

(g) all claims or causes of action arising under section 547 of the Bankruptcy Code against third parties (who are not current or former "insiders" or "affiliates" as defined under section 101 of the Bankruptcy Code or other insiders or non-debtor affiliates);

(h) all prepaid expenses, claims, deposits, prepayments, refunds, causes of action, demands, actions, suits, choses in action, rights of recovery, rights under guarantees, warranties, indemnities and all similar rights against third parties, rights of setoff and rights of recoupment, in each case, to the extent exclusively used in or held for use for the Transferred Assets listed in clauses (a) through (g) above or the Assumed Liabilities;

(i) all accounts receivable and proceeds thereof, cash and cash equivalents, wherever located, including bank balances and bank accounts or safe deposit boxes, monies in the possession of any banks, savings and loans or trust companies and similar cash items, and escrow monies and deposits (other than so called adequate assurance deposits made pursuant to the Bankruptcy Case) in the possession of landlords and utility companies for the contracts and leases assumed by Purchaser (other than expressly listed as Excluded Assets).

Notwithstanding anything to the contrary contained herein, it is expressly agreed that Purchaser shall be solely responsible all costs related to the decommissioning, removal and transportation of the Linden AAT Dry Bed Scrubber from its existing locations (the "**Transportation Costs**"). On or before the Closing Date, Purchaser shall arrange for the removal and transportation of the Linden AAT Dry Bed Scrubber to be performed by qualified professionals reasonably acceptable to the Seller and shall provide to Seller a certificate of insurance, in form and substance reasonably satisfactory to Seller, evidencing that such professionals maintain commercial general liability insurance in an amount no less than One Million and no/100 Dollars ($1,000,000.00). Purchaser shall indemnify and hold Seller and its respective disclosed or undisclosed, direct and indirect shareholders, officers, directors, trustees, partners, principals, members, employees, agents, affiliates, representatives, consultants, accountants, landlords, contractors and attorneys or other advisors, and any successors or assigns of the foregoing (collectively with Seller, **"Seller Related Parties"**) harmless from and against any and all losses, costs, damages, liens, claims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) incurred by any Seller Related Parties arising from or by reason of Purchaser's and/or Purchaser's representatives' removal and transportation of the Linden Dry Bed from their existing location. The provisions of this Section shall survive the Closing or any termination of this Agreement.

2.2 **Excluded Assets**. Notwithstanding the provisions of Section 2.1 or anything to the contrary herein, any and all assets, rights and properties of the Seller that are not specifically identified in Section 2.1 as Transferred Assets, including without limitation, the following (collectively, the "**Excluded Assets**"), shall be retained by the Seller, and Purchaser and its designees shall acquire no right, title or interest in the Excluded Assets in connection with the Transaction:

(a) all assets and operations sold to Vapos, LLC (f/k/a Evelyn Finance, LLC) or one of its affiliates;

(b) all assets and operations at the Rhode Island headquarters and Linden, New Jersey facility, including but not limited to any real property, equipment, inventory, contracts, intellectual property, or personnel dedicated to those activities other than the Linden Dry Bed;

(c) cash and cash equivalents, wherever located, including bank balances and bank accounts or safe deposit boxes, monies in the possession of any banks, savings and loans or trust companies and similar cash items related to (w) escrowed monies, deposits or segregated funds relating to the adequate assurance deposits required under Section 366 of the Bankruptcy Case and any related court order; (x) the escrowed

monies, deposits, retainers, or segregated funds held by, deposited or posted for (I) the professionals retained by the Seller and the Official Committee of Unsecured Creditors or (II) any Chapter 7 Trustee appointed in the Bankruptcy Case (in the amount of $75,000) (for the avoidance of doubt, any professional services fees, including legal fees related to Chapter 11 Bankruptcy shall be paid out of segregated or escrowed monies or retainers and not out of the Business's current assets); and (y) in an amount equal to the Seller's outstanding checks, wires, ACHs or other outstanding items on the Closing Date based on the ordinary course of business;

(d) all records, documents or other information exclusively relating to current or former employees of the Seller that are not hired by Purchaser, and any materials to the extent containing information about any employee, disclosure of which would violate Applicable Law or such employee's reasonable expectation of privacy;

(e) any interest of the Seller under this Agreement or the Related Documents, including, without limitation, the right to receive the Purchase Price and to enforce the Seller's rights and remedies thereunder;

(f) all Excluded Contracts (including all prepaid assets relating to the Excluded Contracts), other than the Assigned Contracts, to which Seller is a party;

(g) any (i) attorney-client work product or communications prior to the Closing Date between Seller (including any one or more officers, directors or stockholders of Seller), on the one hand, and its counsel, on the other hand, and (ii) claims under any director and officer, errors and omissions, fiduciary and commercial crime insurance policies;

(h) any rights of the Seller to Tax refunds or credits for overpayment of Taxes in lieu of a refund attributable to any taxable period (or portion thereof) ending on or before the Closing Date;

(i) all Permits (including applications therefor and any trade or import/export Permits) that (i) are not solely related to the Business or (ii) are not transferable to Purchaser under Applicable Law;

(j) the Excluded Books and Records;

(k) any assets not otherwise designated as Transferred Assets or from time to time designated by the parties hereto as Excluded Assets;

(l) any Employee Benefit Plan and the assets of any Employee Benefit Plan;

(m) the Insider/Affiliate Actions;

(n) all of the Seller's rights, claims or causes of action against third parties relating to the assets, properties, business or operations of the Seller (including all guaranties, warranties, indemnities and similar rights in favor of the Seller or any of its

Affiliates) to the extent arising under the Bankruptcy Code or relating to any of the Excluded Assets or Excluded Liabilities, in each case, whether arising by way of counterclaim or otherwise, and whether arising out of transactions occurring prior to, on or after the Closing Date;

(o) all of the Seller's right, title and interest to any the assets set forth on Schedule 2.2(o);

(p) the Insurance Coverage Dispute and any other insurance policies or insurance proceeds relating to the Insurance Coverage Dispute or the EtO Claims, or any other pre-petition insurance policies, whether they are known or unknown, of any kind or nature whatsoever, existing now or in the future;

(q) Seller's membership interests in Spicey Partners Real Estate Holdings, LLC and any other Affiliates; and

(r) all prepaid expenses, claims, deposits, prepayments, refunds (including insurance refunds), causes of action, demands, actions, suits, rights of recovery, rights under guarantees, warranties, indemnities and all similar rights against third parties, rights of setoff and rights of recoupment, in each case, to the extent exclusively related to or exclusively used in or held for use for the Excluded Assets listed in clauses (a) through (q) above.

Notwithstanding anything to the contrary contained in this Agreement or any of the other Related Documents, Purchaser acknowledges and agrees that all of the following are also Excluded Assets, and all right, title and interest in and to all Excluded Assets shall be retained by the Seller and shall remain the property of the Seller (and shall expressly be excluded from the sale, transfer, assignment and conveyance to Purchaser hereunder), and neither Purchaser nor any of its Affiliates shall have any interest therein: (x) all records and reports prepared or received by the Seller or any of its Affiliates in connection with the sale of the Business and the Transactions, including all analyses relating to the Business or Purchaser so prepared or received; and (y) all confidentiality agreements with prospective purchasers of the Business or any portion thereof and all bids and expressions of interest received from third parties with respect thereto.

2.3 **Assumption of Liabilities**. On the terms and subject to the conditions set forth in this Agreement, Purchaser shall, effective as of the Closing, assume and agree to pay, discharge and perform in accordance with their terms all Liabilities of the Seller arising from or related to the Business or the Transferred Assets as the same shall exist on the Closing Date on or after the Closing Date (collectively, the "**Assumed Liabilities**"), including:

(a) all Liabilities after the Closing Date relating to the Transferred Assets;.

(b) all Liabilities arising under the Assigned Contracts incurred, at or after the Closing, and all of the Cure Costs;

(c) all Taxes for which Purchaser is liable pursuant to this Agreement;

(d) all accounts payable and accrued expenses of the Seller arising from and after the Petition Date to the extent related to the Business, including, without limitation, any accrued and unpaid payroll, payroll taxes and paid time off for any and all employees of the Business;

(e) all Liabilities and Claims arising out of the lease for the Franklin Location from and after the Closing Date;

(f) all Liabilities arising out of or relating to any action, charge, claim (including any cross-claim or counter-claim), suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation with respect to the Business relating to any period after the Closing and specifically not including any such Liabilities that occurred or are alleged to have occurred prior to Closing; and

(g) other Liabilities that are listed on Schedule 2.3(g).

2.4 **Excluded Liabilities** Notwithstanding anything to the contrary in this Agreement, the Purchaser shall not assume or be obligated to pay, perform or otherwise discharge any Liabilities of the Seller or any of its Affiliates other than the Assumed Liabilities (the **"Excluded Liabilities"**). For the avoidance of doubt, the Excluded Liabilities include, but are not limited to, the following:

(a) Any Claims arising out of, relating to or resulting from any Action pending as of the Closing Date or asserted thereafter that arise from or relate to facts, circumstances, exposures, conduct, or omissions that occurred or are alleged to have occurred prior to the Closing Date; *provided however* that nothing herein shall release any Claims based on Purchaser's own conduct or omissions, including any exposures that are alleged to have occurred after the Closing;

(b) Any Claims relating to personal injury, wrongful death, property damage, other tort claims, or product liability claims including any such Claim arising out of exposure to chemicals, emissions, or alleged carcinogens, whether known or unknown, contingent or fixed, matured or unmatured, asserted or unasserted, arising from or relating to the Seller's operation of the Business prior to the Closing Date. For the avoidance of doubt, any Claim that arises from Purchaser's post-Closing conduct or omissions, including any exposures that are alleged to have occurred after the Closing, is not an Excluded Liability;

(c) Any Claim arising from or relating to facts, conditions, exposures, or circumstances occurring prior to the Closing Date; For the avoidance of doubt, any Claim arising from or relating to facts, conditions, exposures, or circumstances occurring after the Closing, and Claims arising from or relating to the Purchaser's independent post-Closing conduct or omissions or failure to act, including failure to remediate any condition, is not an Excluded Liability;

(e) Any Claim related to any insurance policy of the Seller, including any claims, rights, or proceeds under or arising from such policies, and any liabilities associated with coverage disputes, including the Insurance Coverage Dispute; *provided however*, that notwithstanding anything else in this Agreement, Purchaser must comply with its duties under Section 7.1 of this

Agreement and nothing in this Agreement discharges Purchaser from complying with document retention or discovery obligations under applicable law;

(f) Any Liability for Taxes (including any Seller Tax Claim), other than those Taxes specifically assumed under this Agreement;

(g) Any Claim under any Contract that is not an Assigned Contract (including any Excluded Contract or any liability arising out of the rejection of any executory contract or unexpired lease in the Bankruptcy Case);

(h) Subject to Section 2.3(d) of this Agreement, any Claim of the Seller or its Affiliates to its current or former equity holders, officers, directors, employees, contractors, or Affiliates (in their capacity as such), including any claims for compensation, benefits, severance, equity or equity-based compensation, or similar payments or obligations;

(i) Subject to Section 2.3(d) of this Agreement, any Liability relating to any Employee Benefit Plan, program, policy, agreement, or arrangement maintained, sponsored, or contributed to by the Seller or any ERISA Affiliate (including any multiemployer plan);

(j) Any Liability for any wage and hour, labor, WARN Act, misclassification, or consumer protection claims based on conduct occurring prior to the Closing Date;

(j) Any Liability to indemnify, reimburse, or advance expenses to any Person by reason of the fact that such Person was a director, officer, employee, agent, or representative of the Seller or any of its Affiliates (or was serving at the request of the Seller or any of its Affiliates in such capacity);

(k) Any Liability arising from any Legal Proceeding (or investigation) initiated at any time to enforce or recover any Excluded Liability; and

(l) Any other Liability that is not specifically included in the definition of Assumed Liabilities in Section 2.3.

Notwithstanding anything to the contrary herein, Purchaser shall not be deemed a successor to the Seller, and nothing in this Agreement or the transactions contemplated herein shall be construed to cause Purchaser to be liable under any theory of successor liability, de facto merger, mere continuation, or otherwise.

2.5 **Excluded Contracts**. Pursuant to Section 5.4(b), Purchaser shall be entitled, in its sole discretion, by written notice to the Seller up to three (3) Business Days prior to the Sale Hearing, to elect not to purchase or assume one or more Assigned Contract, in which case, notwithstanding anything in this Agreement or any Related Document to the contrary, such Assigned Contract shall be considered an excluded contract ("**Excluded Contract**") (and shall constitute an Excluded Asset and not be included in the Transferred Assets) for all purposes of this Agreement and Purchaser shall not have any obligation to satisfy or pay any Cure Costs or other Liabilities with respect to such Excluded Contract. Each assignable Assigned Contract that Purchaser does not elect to remove from the list of Assigned Contracts pursuant to Section 5.4(b) shall be an Assigned Contract.

2.6 **Nontransferable Assets and Liabilities**.

(a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Transferred Asset or any claim, right or benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the Consent of a third party (including any Governmental Authority) (after giving effect to the Sale Order or any other applicable order of the Bankruptcy Court that effects such transfer without any required Consents), would constitute a breach or other contravention thereof or a violation of Applicable Law (each, a "**Non-Transferred Asset**").

(b) If, on the Closing Date, any third-party Consent is not obtained for a Non-Transferred Asset, or if an attempted transfer or assignment thereof would be ineffective or a violation of Applicable Law, then, until any requisite consent is obtained therefor and the same is transferred and assigned to Purchaser or its designee, each such Non-Transferred Asset shall be held by the Seller as agent for the Purchaser, and the Seller shall, to the extent permitted by Applicable Law, provide to Purchaser the benefits and Purchaser shall assume the obligations and bear the economic burdens associated with such Non-Transferred Asset. The Seller and Purchaser shall use commercially reasonable efforts to enter into agreements (including subcontracting, sublicensing or subleasing, if permitted) by which (i) the Seller shall, at Purchaser's sole expense, without interruption of the Business, provide Purchaser with the economic and operational equivalent of obtaining the requisite third-party Consent and assigning the applicable Non-Transferred Asset to Purchaser (including, with the prior written consent of Purchaser, enforcing for the benefit of Purchaser, and at Purchaser's sole expense, all claims or rights arising thereunder) and (ii) Purchaser shall perform, at its sole expense, the obligations and assume the economic burdens of the Seller to be performed after the Closing with respect to such Non-Transferred Asset. Purchaser shall promptly, upon receipt of a written request therefor from the Seller, reimburse the Seller for all monies paid by the Seller on Purchaser's behalf in connection with any Assumed Liability not assigned or transferred to Purchaser pursuant to this Section 2.6.

2.7 **Closing**. The closing of the Transactions (the "**Closing**") will take place remotely by electronic exchange of documents on the date (the "**Closing Date**") that is the second (2nd) Business Day after the date on which all of the conditions set forth in Article 8 (excluding conditions that, by their terms, are to be satisfied at the Closing, but subject to the satisfaction or waiver of all such conditions at the Closing), have been satisfied or waived by the party hereto entitled the benefit of the same, unless another time or date is agreed to in writing by the parties hereto. Except as otherwise set forth herein, all proceedings to be taken and all documents to be executed and delivered by all parties hereto at the Closing will be deemed to have been taken and executed simultaneously and no proceedings will be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

2.8 **Closing Deliveries of the Parties**. At or prior to the Closing:

(a) Purchaser and the Seller shall execute and deliver the (i) Bill of Sale and Assignment, (ii) the Assumption Agreement and (iii) an assignment and assumption

of the lease for the Franklin Location duly executed by Seller in a form reasonably acceptable to Seller (the "**Franklin Lease Assignment**");

(b) Purchaser shall deliver, or cause to be delivered, to the Seller or the applicable Person each of the following:

(i) a certificate, dated as of the Closing Date, executed by or on behalf of Purchaser as to the satisfaction of the conditions set forth in Section 8.3(a) and Section 8.3(b); and

(ii) proof of assignment or entry into of new loan agreement with Zimmer, ensuring the Purchase Price is paid as set forth in Section 2.9;

(c) the Seller shall deliver, or cause to be delivered, to Purchaser or the applicable Person each of the following:

(i) a grant deed conveying the Erie Location to Purchaser duly executed and acknowledged by an authorized representative of Spicey Partners Real Estate Holdings, LLC;

(ii) a certificate, dated as of the Closing Date, executed by or on behalf of the Seller as to the satisfaction of the conditions set forth in Section 8.2(a) and Section 8.2(b); and

(iii) a certificates, dated as of the Closing Date, of the Seller's non-foreign status, in accordance with Treasury Regulation § 1.1445-2(b) or an IRS Form W-9 with respect to the Seller, duly completed and executed.

2.9 **Purchase Price; Assumed Liabilities; Deposits**.

(a) At the Closing, upon the terms and subject to the conditions set forth herein, in full consideration for the sale, transfer, conveyance, assignment and delivery of the Transferred Assets to Purchaser and assumption of the Assumed Liabilities by Purchaser, Purchaser shall (i) pay the Purchase Price, on the terms and conditions set forth herein, and (ii) assume the Assumed Liabilities.

(b) At the Closing, on the terms and subject to the conditions set forth in this Agreement, Purchaser will assume and become responsible for the Assumed Liabilities. Purchaser agrees to pay, perform, honor, and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms hereof, including paying or causing to be paid, at or prior to the Closing, all Cure Costs.

2.10 **Transfer Taxes**. Purchaser and the Seller shall cooperate in good faith to minimize, to the extent permissible under Applicable Law, the amount of any transfer, documentary, sales, use, excise, stock transfer, value-added, stamp, recording, registration and other similar taxes, levies and fees (including any penalties, fines and interest), together with any conveyance fees, recording charges and other similar fees and charges, incurred in connection with this Agreement and the

Transactions (collectively, "**Transfer Taxes**") due with respect to the Transactions. In the event any Transfer Taxes are required to be paid with respect to the Transactions, Purchaser shall be solely responsible for such Transfer Taxes and shall indemnify, defend and hold harmless the Seller against any such Transfer Taxes.

2.11 **Allocation of Purchase Price**. The Purchase Price (including all other amounts treated as consideration for U.S. federal income tax purposes) and Assumed Liabilities shall be allocated as set forth on Schedule 2.11 (the "**Allocation Schedule**"). Purchaser and the Seller shall (i) timely file all Tax Returns required to be filed in connection with the Allocation Schedule, and (ii) prepare and file all Tax Returns and determine all Taxes in a manner consistent with the Allocation Schedule, except as may be required by Applicable Law and except as may be necessary to reflect adjustments to the Allocation Schedule resulting from post-Closing payments or events. Purchaser, on the one hand, and the Seller, on the other hand, shall notify the other if it receives notice that any Governmental Authority proposes any allocation different from Allocation Schedule.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Except as disclosed in a document herewith delivered by the Seller to Purchaser (the "**Schedules**"), the Seller hereby makes the representations and warranties contained in this Article 3 to Purchaser.

3.1 **Organization, Good Standing and Other Matters**. The Seller is duly organized, validly existing and in good standing under the Applicable Laws of its jurisdiction of organization and has, subject to the necessary authority of the Bankruptcy Court, the requisite corporate power and authority to operate the Business and necessary to own, lease or operate the properties and assets owned, leased or operated by it to carry on the Business as now being conducted, except where the failure to be so duly organized, validly existing and in good standing, or to have such power and authority, would not, individually or in the aggregate, have a Material Adverse Effect. The Seller is duly qualified to do business as a foreign company in each jurisdiction in which the nature of the Business as currently conducted by it or the property owned or leased by it makes such qualification necessary, except where the failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect.

3.2 **Authority and Enforceability**. Subject to Bankruptcy Court approval, the Seller has all requisite power and authority to execute and deliver this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Related Documents to which the Seller is (or at Closing, will be) a party thereto, and the consummation by the Seller of the Transactions, has been duly authorized and approved by all necessary limited liability company action on the part of the Seller and are subject to the approval of the Bankruptcy Court. This Agreement has been, and each Related Document will be, at or prior to the Closing, duly executed and delivered by the Seller and, assuming the due execution and delivery by the other parties hereto or thereto, and subject to the approval of the Bankruptcy Court, constitutes a valid and binding obligation of the Seller, enforceable against it in accordance with its respective terms, except to the extent that such enforceability may be subject to, and limited by, the Enforceability Exceptions.

3.3 **No Conflict; Required Filings and Consents**. Except (a) such filings as may be required in connection with the Transfer Taxes described in Section 2.10 and (b) as otherwise set forth on Schedule 3.3, the execution and delivery of this Agreement by the Seller does not and the execution and delivery of the Related Documents by the Seller will not, and the consummation of the Transactions hereby and thereby will not (i) violate the provisions of the Organizational Documents of the Seller, (ii) subject to the entry of the Sale Order, violate any Applicable Law or Order to which Seller is subject or by which its properties or assets are bound or (iii) require Seller to obtain any Consent, or give any notice to, or make any filing with, any Governmental Authority on or prior to the Closing Date (except as required by the Bankruptcy Code or the Sale Order); excluding from the foregoing clauses (ii) and (iii) any Consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation or termination, and Liens, the existence of which would not, individually or in the aggregate, have a Material Adverse Effect.

3.4 **Litigation**. Except as set forth in Schedule 3.4, as of the Agreement Date, there is no Action pending or, to the Seller's Knowledge, formally threatened in writing, against Seller before any Governmental Authority that would have a Material Adverse Effect or affect the Transferred Assets in any material respect after the entry of the Sale Order, if determined adversely and after taking into effect applicable insurance coverage.

3.5 **Real Property; Personal Property**.

(a) Spicey Partners Real Estate Holdings, LLC, a Seller, is the owner of the real property relating to the Erie Location.

(b) Schedule 3.5(b) sets forth each parcel of real property leased by the Seller.

3.6 **Brokers and Finders**. Except for Riparian Partners, LLC, the Seller has not, directly or indirectly, entered into any agreement with any Person that would obligate the Seller to pay any commission, brokerage fee or "finder's fee" in connection with the Transactions.

3.7 **Employee Benefits Matters**.

(a) There are no liabilities, breaches, violations or defaults under any Employee Benefit Plans which would, directly or indirectly, subject the Transferred Assets, Purchaser or any of its employee benefit plans to any Taxes, penalties or other Liabilities. Except to the extent as could not reasonably be expected to result in Liability to Purchaser, each Employee Benefit Plan has been established, administered and maintained in accordance with its terms and in compliance with all applicable Laws (including ERISA and the Code). Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and has received a currently effective favorable determination letter or can rely on an opinion letter from the Internal Revenue Service.

(b) Neither the Seller nor any of its ERISA Affiliates has ever sponsored, maintained, contributed to, or been required to contribute to, or incurred, or is reasonably expected to incur, any Liability with respect to (i) a "multiemployer plan" (as defined in Section 3(37) of ERISA), (ii) a "multiple employer welfare arrangement" (as

defined in Section 3(40) of ERISA), (iii) a "multiple employer plan" (as defined in Section 413(c) of the Code), (iv) a defined benefit plan (as defined in Section 3(35) of ERISA), or (v) a plan that is or was subject to Section 302 or 303 or Title IV of ERISA or Section 412 or 430 of the Code. None of the Transferred Assets are or are expected to be subject to any Lien arising under Section 430(k) of the Code or Section 303(k) of ERISA.

(c) Neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated hereby (either alone or in conjunction with any other event) will (i) result in any payment or benefit becoming due on or after the Closing Date to any Business Employee under any Employee Benefit Plan, (ii) accelerate the time of payment, funding or vesting of any amounts due, or increase the amount of compensation payable or benefits provided to any Business Employee (whether current, former or retired) or their beneficiaries, or (iii) give rise to any payment, amount or benefit that could be characterized as an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code or any corresponding provision of state, local, or foreign Tax Law) or otherwise would not be deductible by reason of Code Section 280G or would be subject to an excise Tax under Code Section 4999.

3.8 **No Other Representations or Warranties**. Except for the representations and warranties contained in this Article 3, the Seller does not, nor do any other Persons on behalf of the Seller, make any other express or implied representation or warranty with respect to itself, the Business, the Transferred Assets or the Assumed Liabilities, or with respect to any other information provided to Purchaser or its representatives, and the Seller disclaims any other representations or warranties, whether made by or on behalf of the Seller or any other Person. The Seller will not, and no other Persons will, have or be subject to any Liability to Purchaser or any other Person resulting from the distribution to Purchaser, or Purchaser's use of, any such information, including any information, documents, projections, forecasts or other material made available to Purchaser or its representatives in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions, or in respect of any other matter or thing whatsoever (electronic or otherwise) or otherwise in expectation of the Transactions.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Except as disclosed in a document herewith delivered by Purchaser to the Seller (the "**Purchaser Schedules**"), Purchaser hereby makes the representations and warranties contained in this Article 4 to the Seller.

4.1 **Organization, Good Standing and Other Matters**. Purchaser is duly organized, validly existing and in good standing under the Applicable Laws of its jurisdiction of organization and has all requisite corporate power or other entity power and authority to own its properties and to carry on its business as now being conducted. Purchaser is duly qualified or licensed to conduct its business as currently conducted and is in good standing in each jurisdiction in which the location of the property owned, leased or operated by it or the nature of its business makes such qualification necessary, except where the failure to be so qualified or licensed would not, individually or in the aggregate, materially impair or delay Purchaser's ability to consummate the Transactions.

4.2 **Authority and Enforceability**. Purchaser has all requisite corporate power or other entity power and authority to execute and deliver this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party, and the consummation of the Transactions, have been duly authorized and approved by its board of directors (or equivalent governing body) and no other action on the part of Purchaser or its members is necessary to authorize the execution, delivery and performance of this Agreement and the Related Documents by Purchaser and the consummation of the Transactions. This Agreement has been, and each Related Document will be at or prior to Closing, duly executed and delivered by Purchaser and, assuming the due execution and delivery by the other parties hereto or thereto, constitutes a valid and binding obligation of Purchaser enforceable against it in accordance with its respective terms, except to the extent that such enforceability may be subject to, and limited by, the Enforceability Exceptions.

4.3 **No Conflict: Required Filings and Consents**. Except (a) such filings as may be required in connection with the Transfer Taxes described in Section 2.10 and (b) as set forth on Schedule 4.3, the execution and delivery of this Agreement and of the Related Documents and the consummation of the Transactions by Purchaser will not (i) violate the provisions of its Organizational Documents, (ii) violate any Applicable Law or Order to which it is subject or by which any of its properties or assets are bound or (iii) require it to obtain any Consent, or give any notice to, or make any filing with, any Governmental Authority on or prior to the Closing Date.

4.4 **Financing**. Purchaser confirms that it will have the financial ability to consummate the Sale in a timely manner and to support adequate assurance of future performance of any assumed contracts (and cure amounts associated therewith), unless the business and assets being purchased fail to perform as represented by the most recent financial statements.

4.5 **Solvency**. Purchaser is not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors. Immediately after giving effect to all of the Transactions**,** including the making of the payments contemplated by Section 2.9, and assuming satisfaction of the conditions to Purchaser's obligation to consummate the Transactions as set forth herein, the accuracy of the representations and warranties of Purchaser set forth herein and the performance by Purchaser of its obligations hereunder in all material respects, Purchaser will be Solvent.

4.6 **Litigation**. There is no Action pending or, to Purchaser's Knowledge, formally threatened in writing against Purchaser or involving any of its properties or assets that would be reasonably be expected to (a) have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or (b) otherwise prevent, hinder or delay the consummation of the Transactions.

4.7 **Adequate Assurances Regarding Assigned Contracts**. Purchaser is and will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code (including the payment of the Cure Costs, if so required and the provision of adequate assurance of future performance) with respect to the Assigned Contracts and will provide evidence of such capability before the Bankruptcy Court, if requested by Seller**.**

4.8 **Brokers and Finders**. None of Purchaser or its Affiliates have, directly or indirectly, entered into any agreement with any Person that would obligate the Seller to pay any commission, brokerage fee or "finder's fee" in connection with the Transactions.

4.9 **Investigation and Agreement by Purchaser; Non-Reliance of Purchaser; No Other Representations and Warranties**.

(a) Purchaser acknowledges that it and its representatives have received access to such books and records, facilities, equipment, contracts and other assets of the Business which it and its representatives have desired or requested to review. Purchaser acknowledges and agrees that (i) it has made its own inquiry and investigation into, and, based thereon, has formed an independent judgment concerning the Seller, the Business, the Transferred Assets and the Assumed Liabilities and (ii) the Business, the Transferred Assets and the Assumed Liabilities are being transferred and acquired on a "where is" and, as to condition, "as is" and "with all faults" basis.

(b) Except for the specific representations and warranties expressly made by the Seller in Article 3, Purchaser acknowledges and agrees that (i) the Seller is not making and has not made any representation or warranty, expressed or implied, at law or in equity, in respect of the Business, the Transferred Assets, the Assumed Liabilities, or any of its operations, prospects or condition (financial or otherwise), including with respect to merchantability or fitness for any particular purpose of any assets, the nature or extent of any Liabilities, the prospects of the Business, the effectiveness or the success of any operations, or the accuracy or completeness of any confidential information memoranda, documents, projections, material or other information (financial or otherwise) regarding the Business furnished to Purchaser or its representatives or made available to Purchaser and its representatives in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions, or in respect of any other matter or thing whatsoever, and (ii) no officer, director, manager, stockholder, agent, Affiliate, advisor, representative or employee of the Seller has any authority, express or implied, to make any representations, warranties or agreements not specifically set forth in Article 3 and subject to the limited remedies herein provided.

(c) Other than the specific representations and warranties expressly set forth in Article 3, Purchaser specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person, and acknowledges and agrees that the Seller and the Seller's Affiliates have specifically disclaimed and do hereby specifically disclaim, and shall not have or be subject to any Liability for reliance on any such other representation or warranty made by any Person. Purchaser specifically waives any obligation or duty by the Seller or the Seller's Affiliates to make any disclosures of fact not required to be disclosed pursuant to the specific representations and warranties expressly set forth in Article 3 and disclaim reliance on any information not specifically required to be provided or disclosed pursuant to the specific representations and warranties set forth in Article 3.

(d) Purchaser is acquiring the Business, the Transferred Assets and the Assumed Liabilities subject only to the specific representations and warranties expressly set forth in Article 3.

4.10 **No Other Representations or Warranties.** Except for the representations and warranties contained in this Article 4, neither Purchaser nor any other Person on behalf of Purchaser makes any other express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to the Seller or its representatives, and Purchaser disclaims any other representations or warranties, whether made by Purchaser or any of its Affiliates, officers, directors, employees, agents or representatives.

ARTICLE 5
BANKRUPTCY COURT MATTERS

5.1 **Competing Transaction**. This Agreement is subject to approval by the Bankruptcy Court and the consideration by the Seller of higher or better competing bids in respect of all or any part of the Transferred Assets (whether in combination with other assets of the Seller or otherwise) in accordance with the terms of the Bid Procedures Order (each, a "**Competing Bid**"). In accordance with the Bid Procedures, from the Agreement Date (and any prior time) and until entry of the Sale Order, the Seller is permitted to, and to cause its representatives to, initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates and representatives) in connection with any reorganization, sale or other disposition of the Transferred Assets. In addition, the Seller shall have the authority to respond to any inquiries or offers to reorganize, purchase all or any part of the Transferred Assets (whether in combination with other assets of the Seller or otherwise) and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Bid Procedures Order or other Applicable Law, including supplying information relating to the Business and the assets of the Seller to prospective plan sponsors or purchasers.

5.2 **Bankruptcy Court Filings**.

(a) Subject to Seller's right to pursue a Competing Bid in accordance with the Bid Procedures Order, Seller and Purchaser shall use reasonable best efforts to cooperate, assist and consult with each other to secure the entry of the Sale Order and to consummate the Transactions contemplated by this Agreement (including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement). Purchaser agrees that it will promptly take such actions as are reasonably requested by the Seller to assist in obtaining entry of the Sale Order, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

5.3 **Fiduciary Out**. Notwithstanding anything to the contrary in this Agreement, if Seller receives a proposal, offer or inquiry for any Alternate Transaction, Seller shall in no way be prevented from fulfilling its fiduciary or statutory obligations under Applicable Law, the

Bankruptcy Code, or any order of the Bankruptcy Court, including, without limitation, soliciting or pursuing any such Alternate Transaction.

5.4 **Assigned Contracts**.

(a) On January 14, 2025, Seller filed a notice of potential assumption and assignment of Contracts (the "**Cure Notice**") with the Bankruptcy Court and served such notice on each counterparty to a Contract listed thereon. The Cure Notice identified all Assigned Contracts that the Seller believes may be assumed and assigned in connection with the sale of the Transferred Assets and set forth a good faith estimate of the amount of Cure Costs applicable to each such Assigned Contract (and if no Cure Cost was estimated to be applicable with respect to any particular Assigned Contract, the amount of such Cure Cost designated for such Assigned Contract was listed as "$0.00"). In accordance with the Bid Procedures Order, the Seller reserves the right to supplement the Cure Notice, provide additional notice of assumption, and to remove an Assigned Contract from the Cure Notice. Schedule 5.4(a) sets forth a list of all Contracts to which Seller is a party, together with estimated Cure Costs for each Assumed Contract.

(b) Schedule 5.4(b) lists those Contracts that Purchaser has designated for assumption and assignment to Purchaser, effective on and as of the Closing Date (the "**Designated Contracts**"). From and after the date hereof until three (3) Business Days prior to the Sale Hearing, Purchaser may, it is sole discretion, designate or un-designate a Contract for assumption and assignment to Purchaser by modifying Schedule 5.4(b) and providing a copy of such modified Schedule 5.4(b) to Seller. Any Contracts listed on Schedule 5.4(a) that are not also listed on Schedule 5.4(b) as of three (3) Business Days prior to the Sale Hearing shall not be assumed and assigned to Purchaser.

(c) In connection with the assumption by and assignment to Purchaser of any Assigned Contracts pursuant to Section 5.4(b), Purchaser shall provide adequate assurance of future performance sufficient to satisfy the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assigned Contracts.

(d) Notwithstanding any provision in this Agreement to the contrary, a Contract shall not be a Designated Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such Contract is (i) deemed rejected under section 365 of the Bankruptcy Code, (ii) the subject of an objection to assignment or assumption or requires the consent of any Governmental Authority or other third party (other than, and in addition to, the Bankruptcy Court) in order to permit the assumption and assignment by the applicable Seller to Purchaser of such Contract pursuant to section 365 of the Bankruptcy Code, and such objection has not been resolved or such consent has not been obtained prior to the thirtieth day following the Closing Date (as such period may be extended by mutual agreement of Seller and Purchaser), or (iii) is terminated by any party thereto other than Seller, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as a Designated Contract hereunder and is not continued or otherwise extended upon assumption. In no event shall the failure to assign to Purchaser any Contract in accordance with subsections (i) through (iii) above reduce the Purchase

Price payable to Seller or constitute a failure to satisfy the conditions precedent of Seller under Section 8.3.

(e) Subject to the terms of Section 2.5, Section 2.8, Section 5.4(a) and Section 5.4(b), Purchaser shall make provision for the payment of the Cure Costs in cash at Closing in accordance with the Sale Order.

(f) Notwithstanding any provision in this Agreement to the contrary, from the date hereof through the Closing Date, the Seller will not reject or take any action (or fail to take any action that would result in rejection by operation of Applicable Law) to reject, withdraw, repudiate or disclaim any Assigned Contract unless (i) Purchaser has provided its prior written consent or (ii) Purchaser has removed such Assigned Contract from the list of Designated Contracts.

ARTICLE 6
PRE-CLOSING COVENANTS

6.1 **Conduct of Business**. Except (i) as set forth on Schedule 6.1, (ii) as may be approved by Purchaser (which approval will not be unreasonably withheld, delayed or conditioned; provided, however, that the consent of Purchaser shall be deemed to have been given if Purchaser does not object within 48 hours after written request for such consent is provided by the Seller to Purchaser), (iii) for actions taken or omitted to be taken by Seller in response to any Public Health Measure, or (iv) as is otherwise permitted, contemplated or required by this Agreement, any Assigned Contract, by Applicable Laws or by order of the Bankruptcy Court, from the Agreement Date through the earlier of the Closing Date or the termination of this Agreement in accordance with its terms:

(a) The Seller shall use its commercially reasonable efforts to carry on the Business in all material respects in the ordinary course of business as it has been conducted since the Petition Date; and

(b) The Seller shall not:

(i) sell, license, abandon or otherwise dispose of any material asset or property constituting Transferred Assets other than, in each case, in the ordinary course of business or for the purpose of disposing of obsolete or worthless assets; or

(ii) take any action to institute any new severance or termination pay practices with respect to any employee of the Business, increase the benefits payable under its severance or termination pay practices or increase in any manner the compensation of any employees of the Business; or

(iii) except in the ordinary course of business, acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of any business or any corporation, partnership or other business organization or otherwise acquire any assets (except inventory), that as of the Closing would constitute Transferred Assets, except for the acquisition of assets in the ordinary course of business.

(c) The Seller shall cause the WTC liens to be discharged.

(d) Notwithstanding anything to the contrary, nothing contained in this Agreement shall give Purchaser or any of its Affiliates, directly or indirectly, any right to control or direct the Business, assets and operations prior to the Closing. Prior to the Closing, the Seller shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its Business, assets and operations.

6.2 **Access to Information; Confidentiality**

(a) From the Agreement Date until the earlier of the Closing Date and the termination of this Agreement, the Seller shall grant Purchaser and its representatives (at Purchaser's sole cost and expense) reasonable access, during normal business hours and upon reasonable notice (and in the event of a facility visit request, at least 48 hours prior notice), and subject to any limitations resulting from any Public Health Measures, to the personnel, facilities, book and records of the Seller related to the Business or the Transferred Assets that are in the possession or under the control of the Seller; provided, however, that (i) all requests for access shall be directed to David G. Howe or such other person(s) as the Seller may designate in writing from time to time (the "**Seller Access Contact**"), (ii) such activities do not unreasonably interfere with the ongoing business or operations of the Seller, (iii) the Seller shall have the right to have one or more of its representatives present at all times during any visits, examinations, discussions or contacts contemplated by this Section 6.2, (iv) Purchaser shall have no right to perform invasive or subsurface investigations or conduct any sampling or analysis of environmental media of the nature commonly referred to as a "Phase II Environmental Investigation," such as any soil or groundwater testing without the prior written consent of Seller which may granted or withheld in the sole discretion of Seller, (v) such access or related activities would not cause a violation of any agreement to which the Seller is a party, (vi) no Personal Information shall be disclosed or used other than in compliance with applicable privacy law and (vii) nothing herein shall require Seller or its representatives to furnish to Purchaser or provide Purchaser with access to information that (A) is subject to an attorney-client or an attorney work-product privilege, (B) legal counsel for the Seller reasonably concludes may give rise to antitrust or competition law issues or violate a protective order or otherwise may not be disclosed pursuant to Applicable Law (including any Public Health Measure) or (C) would cause significant competitive harm to the Seller if the Transactions are not consummated.

(b) Notwithstanding anything to the contrary contained in this Agreement, except as set forth in Section 6.7, from the Agreement Date until the Closing Date, Purchaser shall not, and shall cause its representatives not to, have any contact or discussions concerning Seller, the Business, the Transaction or any other matters with any lender, borrower, creditor, guarantor, business partner, bank, landlord, tenant, supplier, customer, employee, manager, franchisee, distributer, noteholder, independent contractor, consultant or other material business relation of the Seller, in each case, without the prior written consent of the Seller

(c) Any information provided to or obtained by Purchaser or its representatives, including pursuant to this Section 6.2, is confidential information and subject to the terms of, and the restrictions contained in, the Confidentiality Agreement. Purchaser agrees to be bound by and comply with the provisions set forth in the Confidentiality Agreement as if such provisions were set forth herein, and such provisions are hereby incorporated herein by reference. Effective upon (and only upon) the Closing, the Confidentiality Agreement shall automatically terminate and none of the parties thereto shall have any further Liability or obligation thereunder except with respect to any confidential information provided to or obtained by Purchaser or its representatives concerning the Seller, which information shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date. If this Agreement is terminated prior to Closing for any reason, the terms of the Confidentiality Agreement shall remain in full force and effect.

6.3 **Efforts to Consummate.** Except as otherwise provided in this Agreement, each of the parties hereto agrees to use its commercially reasonable efforts to cause the Closing to occur as soon as possible after the Agreement Date, including satisfying the conditions precedent set forth in Article 8 applicable to such party including (a) defending against any Actions, judicial or administrative, challenging this Agreement or the consummation of the Transactions, (b) seeking to have any preliminary injunction, temporary restraining order, stay or other legal restraint or prohibition entered or imposed by any court or other Governmental Authority that is not yet final and non-appealable vacated or reversed, and (c) executing any additional instruments reasonably requested by another party hereto (without cost or expense to the executing party) necessary to carry out the Transactions and to fully carry out the purposes of this Agreement; provided, however, that, for purposes of "commercially reasonable efforts" standard as required by this Section 6.3, neither the Seller nor its Affiliates or representatives shall be required to offer or grant any accommodation or concession (financial or otherwise) to any third party or to otherwise expend any money or suffer any detriment, to expend any money to remedy any breach of any representation or warranty hereunder, to commence any Action, to waive or surrender any right, to modify any agreement (including any Assigned Contract) or to provide financing to Purchaser for the consummation of the Transactions.

6.4 **Regulatory Approvals.**

(a) Seller will (i) cooperate with Purchaser in exchanging such information and providing such assistance as Purchaser may reasonably request in connection with any filings required to be made by the Purchaser pursuant to Section 6.4(b), and (ii) (A) supply promptly any additional information and documentary material that may be requested in connection with such filings made pursuant to this Section 6.4(a) or Section 6.4(b) and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances in connection with such filings.

(b) Purchaser will, and will cause its Affiliates to, (i) make or cause to be made all filings and submissions required to be made by Purchaser under any applicable Laws for the consummation of the Transactions, if any, (ii) cooperate with Seller in exchanging such information and providing such assistance as Seller may reasonably request in connection with any filings made by a Seller pursuant to Section 6.4(a), and (iii)

(A) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.4(b) or Section 6.4(a) and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances.

6.5 **Public Announcements**. Between the Agreement Date and the Closing Date, except to the extent required by any Applicable Law or Action (including the Bankruptcy Case), neither Purchaser nor the Seller shall, and Purchaser and the Seller shall cause their respective Affiliates and representatives not to, directly or indirectly, issue any press release or public announcement of any kind without the prior written consent of Purchaser and the Seller; provided, however, that the Seller and its Affiliates may make announcements from time to time to their respective employees, customers, suppliers, and other business relations and otherwise as the Seller may reasonably determine is necessary to comply with Applicable Law or the requirements of this Agreement or any other agreement to which the Seller or any such Affiliate is a party. Purchaser and the Seller shall cooperate in good faith to prepare a joint press release to be issued on the Closing Date, the terms of which shall be mutually agreed upon by the parties**.**

6.6 **Update of Schedules; Knowledge of Breach.** From time to time prior to the Closing, the Seller may supplement or amend the Schedules with respect to any matter hereafter arising or discovered which if existing or known by the Seller at the Agreement Date would have been required to be set forth or described in such Schedules and also with respect to events or conditions arising after the date hereof and prior to Closing. Any such supplemental or amended disclosure shall not be deemed to have cured any such breach of representation or warranty for purposes of determining whether or not the conditions set forth in Section 8.2(a) have been satisfied. From and after the Closing, references to the Schedules shall be references to the Schedules as supplemented, modified and/or updated. If, prior to the Closing, Purchaser shall have reason to believe that any breach of a representation or warranty of the Seller has occurred (other than through notice from the Seller), Purchaser shall promptly so notify the Seller, in reasonable detail. Nothing in this Agreement, including this Section 6.6, shall imply that the Seller is making any representation or warranty as of any date other than the Closing Date (other than representations and warranties that are expressly made as of an earlier date).

6.7 **Review Period**.

(a) Promptly following the execution of this Agreement, Seller will provide Purchaser with (i) unredacted copies of all customer contracts related to the Business and (ii) a schedule of employees of the Business listing all employees of the Business (including job title, classification, compensation, leave status, and work location.

(b) Purchaser shall have a period through June 11, 2025 (the "**Review Period**") to communicate with the Seller's customer and the employees of the Business in order to satisfy itself that such customers and employees plan on continuing their respective relationships with the Purchaser following Closing (the **"Relationship Inquiries"**). At any time during the Review Period, if Purchaser, in its sole and absolute discretion, is not satisfied with the results of its Relationship Inquiries, Purchaser may termination this Agreement by giving written notice thereof to Seller, in which event (i) this Agreement shall be terminated automatically, (ii) all materials supplied by Seller to Purchaser shall be

returned promptly to Seller, and (iii) both parties will be relieved of all other rights, obligations and liabilities hereunder, except for the parties' obligations which expressly survive the termination of this Agreement.

ARTICLE 7
POST-CLOSING COVENANTS

7.1 **Access to Information; Books and Records**. From and after the Closing, and without prejudice to the obligations of Purchaser pursuant to Section 7.3(g), Purchaser and its Affiliates shall (i) afford the Seller, the Committee, and any chapter 11 or chapter 7 trustee in the Bankruptcy Case and its representatives reasonable access, during normal business hours, upon reasonable advance notice and under reasonable circumstances, to the books and records of the Business for the pre-closing period, and shall permit the Seller , the Committee, and any chapter 11 or chapter 7 trustee to examine and copy such books and records to the extent reasonably requested by such party and (ii) cause their representatives to furnish all information reasonably requested by the Seller, the Committee, and any chapter 11 or chapter 7 trustee in connection with the administration of the Bankruptcy Case, any claims or interests asserted by parties in interest against Seller or its current or former insiders or affiliates (as such terms are defined in the Bankruptcy Code) or other insiders or affiliates, financial or regulatory reporting whether in the Bankruptcy Case or otherwise, audit, third party litigation (including any litigation hold notice), preparing or filing of any Tax Return or the defense of any Tax claim or assessment or any other business purpose; provided, however, that nothing in this Section 7.1 shall require Purchaser or its Affiliates to furnish to the Seller, the Committee, and any chapter 11 or chapter 7 trustee any material that is subject to an attorney-client or solicitor-client privilege or an attorney or solicitor work-product privilege or which may not be disclosed pursuant to Applicable Law. For a period of six (6) years following the Closing Date, or such longer period as may be required by Applicable Law or necessitated by applicable statutes of limitations, Purchaser shall, and shall cause its Affiliates to, maintain all such books and records in the jurisdiction in which such books and records were located prior to the Closing Date and shall not destroy, alter or otherwise dispose of any such books and records. On and after the end of such period, Purchaser shall, and shall cause its Affiliates to, provide the Seller with at least ten (10) Business Days prior written notice before destroying, altering or otherwise disposing any such books and records, during which period the Seller, the Committee, and any chapter 11 or chapter 7 trustee may elect to take possession, at its own expense, of such books and records.

7.2 **Post-Closing Receipt and Possession of Assets**.

(a) After the Closing Date, the Seller shall transfer promptly to Purchaser from time to time (but in any event on a monthly basis) any payments constituting Transferred Assets received by the Seller. After the Closing Date, Purchaser shall transfer promptly to the Seller, from time to time (but in any event on a monthly basis), any payments constituting Excluded Assets, received by Purchaser after the Closing.

(b) In the event that, after the Closing Date, Purchaser receives or otherwise is in possession of any Excluded Asset, Purchaser shall promptly notify the

Seller of its receipt or possession of such other Excluded Asset and transfer such Excluded Asset to the Seller. In the event that, after the Closing Date, the Seller receives or otherwise is in possession of any other Transferred Asset, the Seller shall promptly notify Purchaser of its receipt or possession of such other Transferred Asset and transfer, at Purchaser's expense, such Transferred Asset to Purchaser.

7.3 **Tax Matters**.

(a) The Seller shall be responsible for preparing or causing to be prepared all Asset Tax Returns for itself for taxable periods ending on or before the Closing Date (each, a "**Pre-Closing Tax Period**") that are required to be filed after the Closing. After the Closing, Purchaser will assist and cooperate with the Seller in preparing such Asset Tax Returns. Purchaser shall be responsible for all Transfer Taxes, if any.

(b) Purchaser shall prepare and timely file or cause to be prepared and timely filed (taking into account all extensions properly obtained) all Tax Returns that are required to be filed for any taxable period that begins on or before the Closing Date and ends after the Closing Date (a "**Straddle Period**") and shall timely pay, or cause to be timely paid, the amount of any Taxes due thereon. Purchaser shall prepare such Tax Returns in a manner consistent with past practice to the extent relevant and consistent with Applicable Law and shall provide the Seller with completed drafts of such Tax Returns for the Seller's review and reasonable comment at least thirty days prior to the due date for filing thereof, taking into account extensions (or, if such due date is within thirty days following the Closing Date, as promptly as practicable following the Closing Date) and shall make such revisions to such Tax Returns as are reasonably requested by the Seller, provided such requests are consistent with the prior practice of the Seller (to the extent relevant) and comply with Applicable Law.

(c) The Seller shall be liable for any Asset Taxes with respect to a Pre-Closing Tax Period and the portion of any Straddle Period ending on the Closing Date ("**Seller Taxes**"). For purposes of this Agreement, in the case of any Straddle Period, (a) the amount of any Asset Taxes based on or measured by income or receipts, sales or use, employment, or withholding allocated to the portion of such Straddle Period ending on the Closing Date shall be determined based on an interim closing of the books as of the end of the day on the Closing Date and (b) any other Asset Taxes shall be allocated to the portion of such Straddle Period ending on the Closing Date by prorating the amount of such Tax for the entire premium or taxable period per diem.

(d) Purchaser and its Affiliates shall not make or change any Tax election, amend, refile or otherwise modify (or grant an extension of any statute of limitation with respect to) any Tax Return, or take any other action that could cause or result in an increase in any Tax Liability or reduce any Tax Benefit in respect of any Pre-Closing Tax Period or Straddle Period relating to the Seller or the Business without the prior written consent of the Seller.

(e) Purchaser shall promptly notify the Seller in writing upon receipt by Purchaser or any of its Affiliates of notice of any pending or threatened federal, state, local

or foreign Tax audits, proceedings or assessments relating to Pre-Closing Tax Period, Straddle Period or otherwise relating to a Tax for which the Seller may be liable (a "**Seller Tax Claim**").

(f) The Seller shall have the sole right to control the defense or resolution of any Seller Tax Claim, and to employ counsel of its choice at the Seller's expense; provided, however, that Purchaser and its representatives shall be permitted, at their expense, to observe and participate in any defense or resolution of such Seller Tax Claim. Seller will be solely responsible for any liability associated with the Seller Tax Claim. Neither Purchaser nor any of its Affiliates shall be entitled to settle, either administratively or after the commencement of litigation, any Seller Tax Claim without the prior written consent of the Seller, which shall not be unreasonably conditioned, denied or delayed. Notwithstanding anything to the contrary contained herein, without the prior written consent of Purchaser, which shall not be unreasonably conditioned, denied or delayed, the Seller shall not agree or consent to compromise or settle, either administratively or after the commencement of litigation, any issue or claim in a Tax audit or administrative or court proceeding it controls hereunder to the extent that any such compromise, settlement, consent or agreement may affect the Tax Liability of Purchaser or any of its Affiliates for which the Seller is not responsible hereunder. The provisions of this Section 7.3(f) shall control over any contrary provisions of Section 10.1.

(g) After the Closing, each of the Seller and Purchaser shall (and Purchaser shall cause its Affiliates to):

(i) timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns or other reports with respect to, Transfer Taxes;

(ii) cooperate fully in preparing for and defending any audits or proceedings of or disputes with Governmental Authorities regarding any Tax Returns required to be filed by, or Taxes related to the Transferred Assets due from, the Seller for any Pre-Closing Tax Period or Straddle Period;

(iii) maintain and preserve until the expiration of the applicable statutes of limitations, and make available to the other parties as reasonably requested and to any Governmental Authority as reasonably required, all information, records and documents relating to Taxes related to the Transferred Assets for any Pre-Closing Tax Period or Straddle Period, and make employees available to the other parties as reasonably requested during business hours to supplement or explain such information, records and documents; and

(iv) furnish the other parties with copies of all correspondence received from any Governmental Authority in connection with any Tax audit, proceeding, assessment or information request relating to Taxes related to the Transferred Assets for a Pre-Closing Tax Period or Straddle Period, and furnish the other parties with copies of all records and documents relating to Taxes related to the Transferred Assets for a Pre-Closing

Tax Period or Straddle Period that are proposed to be destroyed (and not otherwise in the possession of such other party).

(h) Purchaser shall pay, or cause to be paid, to the Seller the amount of any refunds of Taxes related to the Transferred Assets from a Pre-Closing Tax Period or the portion of a Straddle Period ending on the Closing Date to the Seller within five days of receipt of the refund in cash (or through offset against other cash Taxes payable).

7.4 **Company Guarantees**. Purchaser acknowledges that in the course of conduct of the Seller's business, Affiliates of the Seller may have entered into various arrangements (a) in which guarantees, letters of credit, sureties, bonds or similar arrangements were issued by the Seller's Affiliates and/or (b) in which Affiliates of the Seller are the primary obligors on other Contracts, in any such case to support or facilitate the Seller's business. The arrangements entered into by the Seller's Affiliates referred to in the foregoing clauses (a) and (b), solely to the extent relating to any Acquired Assets or Assumed Liabilities and including those which are set forth in Schedule 7.4, are referred to as the **"Seller Credit Support Obligations"**. It is understood that the Seller Credit Support Obligations are not intended to continue after the Closing and Seller's Affiliates will give notice to the applicable parties terminating such Seller Credit Support Obligations.

7.5 **Employment Matters.**

(a) No Assumption of Employee Liabilities. Except as expressly provided in this Agreement, Purchaser shall not assume or be responsible for any Liabilities relating to or arising out of (i) the employment, retention, termination, compensation, or benefits of any employee of Seller prior to the Closing Date, including under any collective bargaining agreement, severance plan, retention or bonus arrangement, or WARN Act, or (ii) any claims of unfair labor practices, wrongful termination, harassment, discrimination, wage and hour violations, or any other employment-related claim, whether arising before or after the Closing but based on facts occurring prior to the Closing Date.

(b) Offers of Employment. At its sole discretion, Purchaser may extend offers of at-will employment to any employee of the Business. Such offers, if any, shall be made on terms determined by Purchaser and shall be conditioned upon the Closing and upon the satisfaction of all pre-employment conditions, including completion of background checks and verification of eligibility to work in the United States. Nothing in this Section shall obligate Purchaser to hire any particular employee or maintain employment for any minimum period.

(c) WARN Act Compliance. Seller shall be solely responsible for all obligations under the WARN Act and any similar state or local law with respect to any employment losses or mass layoffs that occur on or prior to the Closing Date, or that are deemed to occur as a result of actions taken by Seller prior to the Closing. Seller shall indemnify, defend, and hold harmless Purchaser from and against any Losses arising out of any such obligations or violations. Purchaser shall not be deemed a successor employer for purposes of the WARN Act.

(d) COBRA. Purchaser shall be solely responsible for any and all obligations and Liabilities arising under Section 4980B of the Tax Code with respect to all "M&A qualified beneficiaries" who were previously employed by Seller at either the Franklin Location or Erie Location as defined in 26 C.F.R. § 54.4980B-9.

(e) No Third-Party Beneficiaries. Nothing in this Section shall confer any rights or remedies on any Person other than the parties hereto, including any employee or former employee of the Seller or any employee whom accepts employment following the Closing with Purchaser.

ARTICLE 8
CONDITIONS PRECEDENT

8.1 **Conditions to Each Party's Obligation**. The respective obligations of the parties hereto to effect the Transactions are subject to the satisfaction (or, to the extent permitted by Applicable Law, waiver by the Seller and Purchaser), at or prior to the Closing, of the following conditions:

(a) No Injunctions or Restraints. No Order or Applicable Law preventing the consummation of the Transactions shall be in effect.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which Sale Order shall be a Final Order.

8.2 **Conditions to Obligation of Purchaser**. The obligations of Purchaser to effect the Transactions is subject to the satisfaction (or, to the extent permitted by Applicable Law, waiver by Purchaser), at or prior to the Closing, of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of the Seller set forth in Article 3 shall be true and correct in all respects (without giving effect to any qualifications or limitations as to "materiality", "Material Adverse Effect" or words of similar import set forth therein) as of the Closing as though made at and as of such time (other than such representations and warranties as are made as of an earlier date, which shall be so true and correct as of such date), except where the failure of such representations and warranties to be so true and correct would not have, individually or in the aggregate, a Material Adverse Effect.

(b) Performance of Covenants and Obligations. The Seller shall have performed or complied in all material respects with all obligations and covenants required to have been performed or complied with by it under this Agreement at or prior to the Closing, except to the extent of changes or developments contemplated by the terms of this Agreement or caused by the Transactions.

(c) Closing Deliverables. The Seller shall have delivered to Purchaser the closing deliveries required to be delivered by the Seller pursuant to Section 2.8(a) and Section 2.8(c).

8.3 **Conditions to Obligations of the Seller**. The obligation of the Seller to effect the Transactions is subject to the satisfaction (or, to the extent permitted by Applicable Law, waiver by the Seller), at or prior to the Closing, of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Purchaser set forth in Article 4 shall be true and correct in all respects (without giving effect to any qualifications or limitations as to "materiality" or words of similar import set forth therein) as of the Closing as though made at and as of such time (other than such representations and warranties as are made as of an earlier date, which shall be so true and correct as of such date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, (i) have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or (ii) otherwise prevent, hinder or delay the consummation of the Transactions.

(b) Performance of Covenants and Obligations of Purchaser. Purchaser shall have performed or complied in all material respects with all obligations and covenants required to have been performed or complied with by it under this Agreement at or prior to the Closing, except to the extent of changes or developments contemplated by the terms of this Agreement or caused by the Transactions.

(c) Closing Deliverables. Purchaser shall have delivered to the Seller the closing deliveries required to be delivered by Purchaser pursuant to Section 2.8(a) and Section 2.8(b).

8.4 **Waiver of Condition; Frustration of Conditions**. All conditions to the Closing shall be deemed to have been satisfied or waived from and after the Closing. Neither Purchaser nor the Seller may rely on the failure of any condition set forth in this Article 8, as applicable, to be satisfied if such failure was caused by such party's failure to use, as required by this Agreement, its reasonable best efforts to consummate the Transactions.

8.5 **Delivery of a Notice of Readiness to Close**. At any time after the Seller's satisfaction of its conditions to Closing in accordance with the terms of Section 8.1 and Section 8.3 of this Agreement, the Seller may deliver a notice to the Purchaser (a "**Notice of Readiness to Close**"). The Purchaser shall have three (3) Business Days from delivery of a Notice of Readiness to Close to satisfy its conditions to Closing in accordance with the terms of Section 8.1 and Section 8.2 of this Agreement and consummate the Transactions. If Purchaser does not satisfy its conditions to Closing and consummate the Transaction within three (3) Business Days, Seller shall be entitled to such remedies as set forth in this Agreement or as available under law or equity.

ARTICLE 9
TERMINATION

9.1 **Events of Termination**. Notwithstanding anything to the contrary, this Agreement may be terminated and the Transactions may be abandoned at any time prior to the Closing:

(a) by mutual written consent of Purchaser and the Seller;

(b) automatically, upon the consummation of a sale or other disposition of all or substantially all of the Transferred Assets to a Person other than Purchaser (each, an "**Alternate Transaction**");

(c) by Purchaser or the Seller by written notice to Purchaser or the Seller from the other, if the Bankruptcy Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code;

(d) by Purchaser, by written notice from Purchaser to the Seller, if there has been a breach or inaccuracy of a covenant, representation or warranty made by the Seller in this Agreement, such that the conditions in Section 8.1 or Section 8.3 are not capable of being satisfied and which breach is incapable of being cured or, if capable of being cured, has not been cured by the Seller prior to the earlier of (i) 20 Business Days after receipt of written notice from Purchaser requesting such breach be cured or (ii) the Outside Date; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(d) shall not be available to Purchaser if the failure of Purchaser to fulfill any of its obligations under this Agreement has been the primary cause of, or resulted in, such breach, or if the conditions in Section 8.1 or Section 8.2 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by Purchaser in this Agreement;

(e) by the Seller, by written notice from the Seller to Purchaser, if there has been a breach or inaccuracy of a covenant, representation or warranty made by Purchaser in this Agreement, such that the conditions in Section 8.1 or Section 8.2 are not capable of being satisfied and which breach is incapable of being cured or, if capable of being cured, has not been cured by Purchaser prior to the earlier of (i) 20 Business Days after receipt of written notice from the Seller requesting such breach be cured or (ii) the Outside Date; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(e) shall not be available to the Seller if the failure of the Seller to fulfill any of its obligations under this Agreement has been the primary cause of, or resulted in, such breach, or if the conditions in Section 8.1 or Section 8.3 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by the Seller in this Agreement;

(f) by Purchaser or the Seller, by written notice from Purchaser or the Seller to the other, if any Governmental Authority of competent jurisdiction shall have issued an Order, enacted any Applicable Law or taken any other action restraining, enjoining or otherwise prohibiting the consummation of the Transactions and, in the case of Orders and other actions, such Order or other action shall have become Final Orders; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(f) shall not be available to the party seeking to terminate if any action of such party or any failure of such party to act has contributed to such Order or other action and such action or failure constitutes a breach of this Agreement; or

(g) by Purchaser or the Seller, by written notice from Purchaser or the Seller to the other, if the Closing has not occurred on or prior to June 30, 2025 (the "**Outside Date**"); provided, however, that the party exercising the right to terminate this

Agreement pursuant to this Section 9.1(g) shall not have been responsible for such failure of the Closing to occur through a breach or inaccuracy of a covenant, representation or warranty contained in this Agreement**.**

9.2 **Effect of Termination**.

(a) In the event that this Agreement shall be terminated pursuant to Section 9.1, (a) Purchaser and its representatives shall promptly return all documents, work papers and other materials of the Seller including any confidential information and (b) all further obligations of the parties hereto under this Agreement shall terminate without further Liability or obligation to the other parties hereto; provided, however, that, notwithstanding the foregoing, the Liabilities and obligations under (i) the Confidentiality Agreement, and (ii) Section 6.2, this Section 9.2 and Article 10 shall continue in full force and effect.

(b) Notwithstanding anything to the contrary in this Agreement, in the event of valid termination of this Agreement pursuant to Section 9.1, no such termination shall relieve Purchaser from any Liability hereunder for any and all breaches of this Agreement prior to such termination of this Agreement (including if this Agreement is terminated by the Seller pursuant to Section 9.1(e)) and the Seller shall be entitled to all remedies available at law or in equity.

ARTICLE 10
GENERAL PROVISIONS

10.1 **Survival of Representations, Warranties and Covenants.** All covenants and agreements contained in this Agreement that by their term are to be performed in whole or in part, or which prohibit actions, subsequent to Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to Closing, survive the Closing in accordance with their terms until fully performed or satisfied. All other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder shall not survive Closing and shall therefore terminate, including any Action for damages in respect of any breach or inaccuracy thereof. Notwithstanding the foregoing, the provisions of Section 6.2, Section 9.2 and this Article 10 shall survive the Closing.

10.2 **Entire Agreement**. This Agreement, including the Exhibits and Schedules hereto, the Confidentiality Agreement and the Related Documents, contain the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This Agreement supersedes all prior and contemporaneous agreements, arrangements, contracts, discussions, negotiations, undertakings and understandings (including any letters of intent or term sheets), whether written or oral, among the parties with respect to such subject matter (other than, for the avoidance of doubt, the Confidentiality Agreement and the Related Documents) or any prior course of dealings. The parties hereto have voluntarily agreed to define their rights, Liabilities and obligations respecting the Transactions exclusively in contract pursuant to the express terms and conditions of this Agreement, the Confidentiality Agreement and the Related Documents, and the parties hereto expressly disclaim that they are owed any duties or entitled to any remedies not expressly set forth in this Agreement, the Confidentiality Agreement and the Related Documents.

Furthermore, the parties each hereby acknowledge that this Agreement, the Confidentiality Agreement and the Related Documents embody the justifiable expectations of sophisticated parties derived from arm's-length negotiations, and all parties to this Agreement, the Confidentiality Agreement and the Related Documents specifically acknowledge that no party has any special relationship with another party that would justify any expectation beyond that of an ordinary purchaser and an ordinary seller in an arm's-length transaction. The sole and exclusive remedies for any Related Claims shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement); and the parties hereby agree that neither party hereto shall have any remedies or cause of action (whether in contract or in tort or otherwise) of any statements, communications, disclosures, failures to disclose, representations or warranties not set forth in this Agreement.

10.3 **Amendment; No Waiver**. This Agreement and the Related Documents may be amended, supplemented or changed, and any provision hereof or thereof can be waived, only by a written instrument making specific reference to this Agreement (and, if applicable, the Related Documents) executed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. The waiver by any party of a breach of any provision of this Agreement or the Related Documents shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.4 **Severability; Specific Versus General Provisions**. Whenever possible, each provision of this Agreement and the Related Documents shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any term or other provision of this Agreement or the Related Documents is invalid, illegal, or incapable of being enforced by any Applicable Law or public policy, all other terms or provisions of this Agreement and the Related Documents shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, in whole or in part, such term or provision is hereby deemed modified to give effect to the original written intent of the parties to the greatest extent consistent with being valid and enforceable under Applicable Law. No party hereto shall assert, and Purchaser shall cause its Affiliates or related parties not to assert, that this Agreement or any part hereof is invalid, illegal or unenforceable. Notwithstanding anything to the contrary, to the extent that a representation, warranty, covenant or agreement of the Seller contained in this Agreement or the Schedules (each, a "**Provision**") addresses a particular issue with specificity (a "**Specific Provision**"), and no breach by the Seller exists under such Specific Provision, the Seller shall not be deemed to be in breach of any other Provision (with respect to such issue) that addresses such issue with less specificity than the Specific Provision, and if such Specific Provision is qualified or limited by the Seller's Knowledge, or in any other manner, no other Provision shall supersede or limit such qualification in any manner.

10.5 **Expenses and Obligations**. Except as otherwise provided in this Agreement, all costs and expenses incurred by the parties hereto in connection with the Transactions, including the

costs, expenses and disbursements of counsel and accountants, shall be borne solely and entirely by the party that has incurred such expenses.

10.6 **Notices**. All notices, consents, waivers, and other communications under this Agreement or the Related Documents must be in writing and will be deemed to have been duly given (a) if personally delivered, on the date of delivery, (b) if delivered by express courier service of national standing for next day delivery (with charges prepaid), on the Business Day following the date of delivery to such courier service, (c) if delivered by electronic mail (unless the sender receives an automated message that the email has not been delivered) on the date of transmission if on a Business Day before 5:00 p.m. local time of the business address of the recipient party (otherwise on the next succeeding Business Day) and (d) if deposited in the United States mail, first-class postage prepaid, on the date of delivery, in each case to the appropriate addresses or email addresses set forth below (or to such other addresses as a party may designate by notice to the other parties in accordance with this Section 10.6):

If to Purchaser:

Lynx Medical Holdings, LLC
440 Stevens Ave, Ste 200 Solana Beach, CA 92075
Attention: Derek J. Dunlap, CFO
Email: Derek@lynxmedical.life

with a copy to (which will not constitute notice):

Dinsmore & Shohl LLP
655 West Broadway, Suite 800
San Diego, CA 92101
Attention: Yosina M. Lissebeck
Email: Yosina.Lissebeck@dinsmore.com
Yosina.Lissebeck@Dinsmore.com

If to the Seller:

Cosmed Group, Inc.
28 Narragansett Avenue
Jamestown, RI 02835
Attention: David Howe
Email: dhowe@cosmedgroup.com

with a copy to (which will not constitute notice):

Greenberg Traurig, LLP
360 North Green Street, Suite 1300
Chicago, IL 60607
Attention: Nancy Peterman
Email: mailto:PetermanN@gtlaw.com

and

Greenberg Traurig, LLP
One International Place - 20th Flr.
Boston, MA 02110
Attention: James P. Redding and Jody Davis
Email: reddingj@gtlaw.com; davisjo@gtlaw.com

10.7 **Counterparts**. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format, or other agreed format shall be sufficient to bind the parties to the terms and conditions of this Agreement. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement or any Related Document, shall be disregarded in determining the party's intent or the effectiveness of such signature.

10.8 **Governing Law.** This Agreement, the Related Documents and all Related Claims shall be governed by the internal laws of the State of Delaware (including its statute of limitations), without giving effect to any choice or conflict of law principles or rules that would cause the application of the Applicable Laws of any other jurisdiction.

10.9 **Submission to Jurisdiction; Consent to Service of Process**.

(a) Without limiting any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to interpret and/or enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any Related Document, any breach or default hereunder or thereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.6; provided, however, that if the Bankruptcy Case has closed, the parties agree to irrevocably submit to the exclusive jurisdiction of the of the Court of Chancery of the State of Delaware or, to the extent the Court of Chancery of the State of Delaware does not have subject matter jurisdiction, the federal courts of the United States of America and the courts of the State of Delaware, in each case, located within the City of Wilmington in the State of Delaware over all Related Claims, and each party hereto hereby irrevocably agrees that all Related Claims may be heard and determined in such courts. The parties hereto hereby irrevocably and unconditionally waive, to the fullest extent permitted by Applicable Law, any objection which they may now or hereafter have to the laying of venue of any such Related Claim brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any Related Claim by the delivery of a copy thereof in accordance with the provisions of Section 10.6 (other than by email) along with a notification that service of process is being served in conformance with this Section 10.9(b). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Applicable Law.

10.10 **Waiver of Jury Trial**. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY RELATED CLAIMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING OR RELATED CLAIM BROUGHT BY OR AGAINST IT, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY RELATED CLAIMS.

10.11 **Rights Cumulative**. All rights and remedies of each of the parties under this Agreement and the Related Documents will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement, the Related Documents or Applicable Law.

10.12 **Assignment**. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors by operation of law and permitted assigns of the parties hereto. No assignment of this Agreement or any of the rights, interests or obligations under this Agreement may be made by any party hereto at any time, whether or not by operation of law, without the prior written consent of the Seller and Purchaser, and any attempted assignment without the required consent shall be void; provided, however, that (a) Purchaser may assign (i) any of its rights or delegate any of its duties under this Agreement to any of its Affiliates, and (ii) its rights, but not its duties, under this Agreement to any of its financing sources and (b) the Seller may assign any of its rights or delegate any of its duties under this Agreement to any successor thereto, including any liquidating trustee or other agent; provided, further, however, that, in each case, such assignment shall not release Purchaser from its obligations under this Agreement and the Seller shall have no obligation to pursue remedies against any assignee of Purchaser before proceeding against Purchaser for any breach of Purchaser's obligations hereunder.

10.13 **Specific Enforcement; Remedies**. The parties hereto agree that irreparable damage (for which monetary relief, even if available, would not be an adequate remedy) would occur in the event that any of the provisions of this Agreement were not performed by the Purchaser hereto in accordance with their specific terms or were otherwise breached. It is accordingly agreed that (i) the Seller shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction without proof of damages or otherwise and that this shall include the right of the Seller to cause Purchaser to fully perform the terms of this Agreement to the fullest extent permissible pursuant to this Agreement and Applicable Laws and to thereafter cause this Agreement and the Transactions to be consummated on the terms and subject to the conditions thereto set forth in this Agreement,

and (ii) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right the Seller would not have entered into this Agreement.

10.14 **Third-Party Beneficiaries**. Except as expressly set forth herein, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the parties hereto any rights or remedies of any nature whatsoever under or by reason of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

PURCHASER:

LYNX MEDICAL Holdings, LLC,
a Delaware limited liability company

By: Derek Dunlap
Name: Derek J. Dunlap
Title: Chief Financial Officer

SELLER:

COSMED GROUP, INC.

By:_____
Name: Frances Sordellini
Title: Authorized Signatory

SPICEY PARTNERS REAL ESTATE HOLDINGS, LLC

By:_____
Name: Frances Sordellini
Title: Authorized Signatory

EXHIBIT A

Form of Bill of Sale

BILL OF SALE

This Bill of Sale (this "**Agreement**"), effective as of June __, 2025 (the "**Effective Date**"), is entered into between **LYNX MEDICAL HOLDINGS, LLC**, a Delaware limited liability company, and or its assignee(s) or designee(s) ("**Purchaser**"); and **COSMED GROUP, INC.**, a Delaware corporation and **SPICEY PARTNERS REAL ESTATE HOLDINGS, LLC**, a Texas limited liability company (collectively, "**Seller**"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the APA (as defined below).

Purchaser and Seller are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "**APA**"), which contemplates the execution and delivery of this Agreement. Now, therefore, in consideration of the promises and mutual agreements set forth in the APA, the parties hereto hereby agree as follows:

1. Sale and Conveyance of Transferred Assets. For true and lawful consideration paid to it by Purchaser, the sufficiency of which is hereby acknowledged (including as set forth in the APA), Seller hereby irrevocably sells, transfers, conveys, assigns, grants, and delivers to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to all of the Transferred Assets, free and clear of all encumbrances other than Permitted Liens. For the avoidance of doubt, Seller expressly does not sell, transfer, convey, assign, or deliver any asset that is an Excluded Asset.

2. Further Assurances. Seller, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time on Purchaser's reasonable written request, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Purchaser in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Purchaser and its successors and assigns title to the assets sold, conveyed, and transferred by this Agreement and the APA.

3. Power of Attorney. Seller hereby appoints Purchaser, its managers, officers, successors, and assigns, as its true and lawful attorney, each with the full power of substitution, to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Transferred Assets and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing.

4. Governing Law. This Agreement is governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

5. Incorporation of Agreement. This Agreement incorporates by reference all of the terms of the APA, including but not limited to Seller's representations, warranties, covenants, and agreements relating to the Transferred Assets, as if each term was fully set forth herein. In the event of conflict between the terms of the APA and the terms of this Agreement, the terms of the APA govern and control.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

PURCHASER:

LYNX MEDICAL HOLDINGS, LLC,
a Delaware limited liability company

By:_____
Name: Derek J. Dunlap
Title: Chief Financial Officer

SELLER:

COSMED GROUP, INC.

By:_____
Name: Frances Sordellini
Title: Authorized Signatory

SPICEY PARTNERS REAL ESTATE HOLDINGS, LLC

By:_____
Name: Frances Sordellini
Title: Authorized Signatory

EXHIBIT B

Form Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "**Agreement**"), effective as of June__, 2025 (the "**Effective Date**"), is entered into between **LYNX MEDICAL HOLDINGS, LLC**, a Delaware limited liability company, and or its assignee(s) or designee(s) ("**Purchaser**"); and **COSMED GROUP, INC.**, a Delaware corporation and **SPICEY PARTNERS REAL ESTATE HOLDINGS, LLC**, a Texas limited liability company (collectively, "**Seller**"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the APA (as defined below).

Purchaser and Seller are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "**APA**"), which contemplates the execution and delivery of this Agreement. Now, therefore, in consideration of the promises and mutual agreements set forth in the APA, the parties hereto hereby agree as follows:

1. Assumption of Assumed Liabilities. Seller hereby assigns, and Purchaser hereby assumes and agrees to pay, discharge, or perform when due, on or after the Closing Date, the Assumed Liabilities to the extent provided in the APA. Purchaser will not assume, agree to pay, discharge, or perform or have any responsibility, however, with respect to any Excluded Liability. Seller hereby acknowledges that Seller is retaining, and Purchaser shall have no responsibility for, the Excluded Liabilities.

2. Further Assurances. Seller, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time on Purchaser's reasonable written request, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Purchaser in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Purchaser and its successors and assigns title to the assets sold, conveyed, and transferred by this Agreement and the APA.

3. Power of Attorney. Seller hereby appoints Purchaser, its managers, officers, successors, and assigns, as its true and lawful attorney, each with the full power of substitution, to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Transferred Assets and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing.

4. Governing Law. This Agreement is governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

5. Incorporation of Agreement. This Agreement incorporates by reference all of the terms of the APA, including but not limited to Seller's representations, warranties, covenants, and agreements relating to the Transferred Assets, as if each term was fully set forth herein. In the event of conflict between the terms of the APA and the terms of this Agreement, the terms of the APA govern and control.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

PURCHASER:

LYNX MEDICAL HOLDINGS, LLC,
a Delaware limited liability company

By:_____
Name: Derek J. Dunlap
Title: Chief Financial Officer

SELLER:

COSMED GROUP, INC.

By:_____
Name: Frances Sordellini
Title: Authorized Signatory

SPICEY PARTNERS REAL ESTATE HOLDINGS, LLC

By:_____
Name: Frances Sordellini
Title: Authorized Signatory

EXHIBIT C

Form of Sale Order

[Intentionally Omitted]