

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

JORDAN HEALTH PRODUCTS I, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-12271 (TMH)

(Jointly Administered)

Re: Docket No. 187

**ORDER PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE
(I) AUTHORIZING THE PRIVATE SALE OF CERTAIN OF DEBTORS' ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, AND
(II) GRANTING RELATED RELIEF**

Upon the motion [Docket No. 187] (the “**Motion**”)² of the above-captioned debtors and debtors in possession (each, a “**Debtor**” and collectively, the “**Debtors**”), for the entry of an order (this “**Sale Order**”), pursuant to section 363 of the Bankruptcy Code, Bankruptcy Rule 6004, and Local Rule 6004-1, (i) authorizing the Debtors to (a) enter into a definitive Purchase Agreement containing the material terms set forth in that certain *Term Sheet* dated as of November 6, 2024, entered into by and between the Debtors, on the one hand, and DRE Resume, LLC, an Ohio Limited Liability Company (the “**Purchaser**”) on the other hand (the “**Term Sheet**”), and (b) sell and convey substantially all of the assets of Debtor D.R.E. Medical, Inc. (the “**Purchased Assets**”) to the Purchaser free and clear of all liens, claims, encumbrances, and interests of any other kind (collectively, “**Interests**”) through a private sale; and (ii) granting related relief, all as more fully

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Jordan Health Products I, Inc. (9981); Global Medical Imaging, LLC (8828); D.R.E. Medical Group, Inc. (2356); Oncology Services International, Inc. (2514); Technical Options of Georgia, Inc. (5488); Jordan Health Products III, Inc. (9350); Transtate Equipment Company, Inc. (4201); Equipment Maintenance Solutions, Inc. (7216); Ultra Solutions Holdings, Inc. (2305); Ultra Solutions, LLC (3425); Pacific Medical Group, Inc. (4339); and Pacific Medical Holdings, Inc. (2135). The Debtors’ service address is 8700 W Bryn Mawr Ave., Suite 720S, Chicago, IL 60631. Debtor Jordan Health Products I, Inc. is doing business as Avante Health Solutions.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below), unless otherwise indicated herein.

described in the Motion; and Purchaser having submitted the highest and best offer for the Purchased Assets; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided as set forth therein; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion and the Green Declaration; and the Court having held a hearing on November 12, 2024 to consider the relief requested in the Motion (the “**Sale Hearing**”) at which time all interested parties were offered an opportunity to be heard with respect the Motion; and upon the record of the Sale Hearing, if any, and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and upon all of the proceedings held before the Court; and all objections and responses to the relief requested in the Motion, if any, having been heard and overruled, withdrawn, or resolved on the terms set forth in this Sale Order; timely, proper and sufficient notice of the Motion, the Sale Hearing, the Purchase Agreement (as defined below), the purchase and sale of the Purchased Assets (as defined in the Purchase Agreement) and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor:

FOUND AND CONCLUDED THAT:³

Findings of Fact, Conclusions of Law, Jurisdiction, Venue, and Final Order

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

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

C. This Court has jurisdiction to consider the Motion under 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

D. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order and expressly directs entry of this Sale Order as set forth herein which shall not be subject to any stay.

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

Notice of the Transaction, the Term Sheet, the Purchase Agreement, and the Sale Hearing

E. As evidenced by the affidavits or declarations of service previously filed with this Court, [Docket No. 220], proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Term Sheet, the Purchase Agreement, and the sale of the Purchased Assets (the “**Transaction**”), and the proposed form of this Sale Order have been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, and 9014. The Debtors have complied with all obligations to provide notice of the Motion, the Term Sheet, the Purchase Agreement, the Transaction, and the proposed form of this Sale Order. The aforementioned notices are good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Sale Hearing, the Term Sheet, the Purchase Agreement, the Transaction, or this Sale Order is required for the entry of this Sale Order.

F. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

Highest or Otherwise Best Offer

G. The Purchased Assets were adequately marketed by the Debtors and their advisors, and the consideration provided by the Purchaser under the Purchase Agreement constitutes the highest and best offer and provides fair, adequate, sufficient, and reasonable consideration to the Debtors for the Purchased Assets that constitutes reasonably equivalent value (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code) and fair consideration (under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia) for the Purchased Assets being conveyed to the Purchaser. The Purchase Agreement presents the best opportunity to maximize and realize the value of the Purchased Assets for the benefit of the Debtors, their estates, and their creditors. The Debtors’ determination that the consideration

provided by the Purchaser under the Purchase Agreement constitutes the highest and best offer for the Purchased Assets is a valid and sound exercise of the Debtors' business judgment.

H. Approval of the Motion and the Purchase Agreement, and the consummation of the Transaction contemplated thereby, are in the best interests of the Debtors, their creditors, their estates, and other parties in interest. The Debtors have demonstrated good, sufficient, and sound business reasons and justifications for entering into the Transaction and the performance of their obligations under the Purchase Agreement.

I. Entry of this Sale Order approving the Purchase Agreement, and all of the provisions thereof, in form and substance consistent with and as required by the terms of the Purchase Agreement, is a condition precedent to the Purchaser's consummation of the Transaction.

J. The Purchase Agreement will not be entered into, and neither the Debtors nor the Purchaser will enter into the Purchase Agreement, or proposes to consummate the Transaction, for the purpose of hindering, delaying, or defrauding the Debtors' present or future creditors. Neither the Debtors nor the Purchaser is entering into the Purchase Agreement, or proposing to consummate the Transaction, fraudulently, for the purpose of statutory or common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

K. The terms and conditions set forth in the Purchase Agreement, including, without limitation, the form and amount of total consideration to be realized by the Debtors pursuant to the Purchase Agreement: (i) are in the best interests of the Debtors' creditors and estates; and (ii) constitute fair value, full and adequate consideration, reasonably equivalent value, and reasonable market value for the Purchased Assets.

Good Faith of the Debtors and the Purchaser

L. The sale process conducted by the Debtors, including, without limitation, the Purchaser's participation in that process, was at arm's length, non-collusive, and in good faith.

R. The Purchase Agreement and the Transaction contemplated thereunder were proposed, negotiated, and entered into by and among the Debtors and the Purchaser without collusion, in good faith, and at arm's length.

S. The Purchaser is entering into the Transaction in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision and otherwise has proceeded in good faith in all respects in connection with the Chapter 11 Cases and the Transaction. Neither the Debtors, the Purchaser, nor any Affiliate⁴ of either have engaged in any action or inaction that would cause or permit the Purchase Agreement or the Transaction to be avoided or impose any costs or damages under section 363(n) of the Bankruptcy Code.

T. The Purchaser is a "good faith purchaser" and is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby and would not consummate the Transaction without such protections. The Purchaser has proceeded in good faith in all respects in that, among other things: (i) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; and (ii) all payments to be made by the Purchaser and all other material agreements or arrangements entered into by the Purchaser and the Debtors in connection with the Transaction have been disclosed and are appropriate. The sale price in respect of the Purchased Assets was not controlled by any agreement among potential bidders and neither the Debtors nor

⁴ As defined in the Purchase Agreement.

the Purchaser has engaged in collusion or any conduct that would cause or permit the Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code.

The Requirements of Section 363 Are Satisfied

M. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring the Debtors to (i) enter into the Purchase Agreement and (ii) sell the Purchased Assets, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors. Such business reasons include, without limitation, the fact that: (i) the Purchase Agreement constitutes the highest and best offer for the Purchased Assets; (ii) the Purchase Agreement presents the best opportunity to maximize and realize the value of the Purchased Assets for the benefit of the Debtors, their estates, and their creditors; and (iii) unless the sale is concluded expeditiously, the recoveries to the Debtors' estates and constituencies on account of the Purchased Assets.

N. The Purchase Agreement and any related documents are valid and binding contracts between the Debtors and the Purchaser and shall be enforceable pursuant to their terms.

O. The Purchased Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code and title thereto is presently vested in the Debtors' estates.

P. The sale of all Purchased Assets to the Purchaser under the terms of the Purchase Agreement satisfies the applicable provisions of section 363(f) of the Bankruptcy Code, and, except as expressly provided in the Purchase Agreement, the transfer of the Purchased Assets to the Purchaser will be free and clear of any and all Interests of any kind or nature whatsoever, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether known or unknown, and whether imposed by agreement, understanding, law, equity, or otherwise

arising under or out of, in connection with, or in any way related to the Debtors, the Purchased Assets, the operation of the Debtors' businesses on or prior to the consummation of the Transaction pursuant to the Purchase Agreement (the "**Closing**"), or the transfer of the Purchased Assets to the Purchaser, because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied (provided, however, that nothing herein shall be deemed or construed as a ruling or determination that the Assumed Liabilities encumber the Purchased Assets) and will not subject the Purchaser, any Affiliates of Purchaser, or any of its or their respective officers, directors, representatives, controlling persons, members, employees, agents, representatives, shareholders, partners, successors and assigns or any of their respective assets (including, without limitation, the Purchased Assets), to any liability for any Interests whatsoever (including, without limitation, under any theory of equitable law, antitrust, setoff (except with respect to setoffs that were effected prior to the Petition Date), or successor or transferee liability.

Q. The Purchaser would not have entered into the Purchase Agreement and would not consummate the Transaction, thus adversely affecting the Debtors, their estates, their creditors, their employees, and other parties in interest, if the sale of the Purchased Assets was not free and clear of any and all Interests (other than Permitted Liens), or if the Purchaser would be, or in the future could be, liable for any Interests or Excluded Liabilities, including, without limitation, and, as applicable, certain liabilities that expressly are not assumed by the Purchaser as set forth in the Purchase Agreement or in this Sale Order. A sale of the Purchased Assets other than one free and clear of all such Interests would adversely impact the Debtors and their estates and creditors, and would yield substantially less value for the Debtors' estates, with less certainty than the Transaction.

R. The transfer of the Purchased Assets to the Purchaser under the Purchase Agreement is a legal, valid, and effective transfer of all of the legal, equitable, and beneficial right,

title, and interest in and to the Purchased Assets free and clear of any and all Interests (other than Permitted Liens and Assumed Liabilities).

S. The Purchaser is not deemed to be a successor to the Debtors or their estates by reason of any theory of law or equity, and the Purchaser shall not assume or in any way be responsible for any liability or obligation of any of the Debtors or their estates by reason thereof. The Purchaser is not deemed to be a continuation or substantial continuation of the Debtors or their estates, and there is no continuity between the Purchaser and the Debtors. The Purchaser does not have a common identity of incorporators, directors, or officers with the Debtors.

T. There is no legal or equitable reason to delay the Transaction. The Transaction must be approved and consummated promptly to preserve and maximize the value of the Debtors' Assets.

U. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications, and (ii) compelling circumstances for the Transaction pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a Chapter 11 plan in that, among other things, absent the immediate consummation of the Transaction, the value of the Purchased Assets will be harmed. To maximize the value of the Purchased Assets, it is essential that the Transaction occur within the timeframe set forth in the Purchase Agreement. Time is of the essence in consummating the Transaction. Accordingly, there is good cause to waive the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d). In addition, the Court finds that there are no unresolved objections that might form the basis for an appealable issue.

V. The sale and assignment of the Purchased Assets outside of a Chapter 11 plan pursuant to the Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan for the Debtors. Neither the

Purchase Agreement nor the Transaction contemplated thereby constitutes a sub rosa Chapter 11 plan.

IT IS HEREBY ORDERED THAT:

General Provisions

1. The Motion is granted and approved as set forth herein. The Debtors are authorized and directed to (a) enter into the Term Sheet attached to the Motion as **Exhibit A**, (b) enter into the Purchase Agreement attached hereto as **Exhibit A**, (c) sell the Purchased Assets to the Purchaser, and (d) transfer, assign, and convey the Purchased Assets in accordance with the Purchase Agreement.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing, or by stipulation filed with the Court, or as resolved in this Sale Order, and all reservations of rights included therein, are hereby overruled on the merits with prejudice. All holders of Interests who did not object, or withdrew their objections to the Transaction, are deemed to have consented to the Transaction pursuant to section 363(f)(2) of the Bankruptcy Code, and all holders of Interests are adequately protected – thus satisfying section 363(e) of the Bankruptcy Code.

Approval of the Purchase Agreement

3. The Purchase Agreement, all of the terms and conditions thereof, and the Transaction contemplated therein are approved in all respects. The failure specifically to include any particular provision of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent that the Purchase Agreement be authorized and approved in its entirety. The transfer of the Purchased Assets by the Debtors to the Purchaser shall be a legal, valid, and effective transfer of the Purchased Assets. The consummation of the Transaction is hereby approved and authorized under sections 363(b), (f), and (k) of the

Bankruptcy Code. The automatic stay pursuant to section 362 of the Bankruptcy Code, to the extent applicable, is hereby modified to allow the Purchaser to enforce its rights pursuant to the Purchase Agreement and this Sale Order.

4. The Debtors are authorized to take any and all actions necessary or appropriate to perform, consummate, implement, and close the Transaction, including, without limitation, the sale to the Purchaser of the Purchased Assets, in accordance with the terms and conditions set forth in the Purchase Agreement and this Sale Order, including, without limitation, executing, acknowledging, and delivering such deeds, assignments, conveyances, and other assurance, documents, and instruments of transfer and taking any action for purposes of assigning, transferring, granting, conveying, and confirming to the Purchaser, or reducing to possession, any or all of the Purchased Assets, and entering into any other agreements related to implementing the Transaction.

Sale and Transfer Free and Clear of all Liens and Claims

5. Except as otherwise expressly provided in the Purchase Agreement solely with respect to Permitted Liens, if any, the Purchased Assets shall be sold to the Purchaser free and clear of any and all Interests, liabilities (including, without limitation, Excluded Liabilities), interests, rights, and encumbrances of any kind whatsoever, including, without limitation, any escheat claims or obligations of the Debtors arising prior to the Closing, rights of setoff (except with respect to setoffs that were validly effected prior to the Petition Date), and all other matters of any kind and nature, whether known or unknown, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases (but, for the avoidance of doubt, in each case arising from the ownership or the operation of the Purchased Assets prior to the date of the Closing (the “**Closing Date**”)), and any consensual or nonconsensual lien, statutory lien, real or personal property lien, mechanics’

lien, materialmans' lien, warehousemans' lien, tax lien, and any and all "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof. All Interests from which the Purchased Assets are sold free and clear shall attach to the proceeds of the sale of the Purchased Assets to be received by the Debtors in the same order and priority that such Interests had prior to the Closing.

6. All of the Debtors' right, title, and interest in and to, and possession of, the Purchased Assets shall be immediately vested in the Purchaser as set forth in the Purchase Agreement, pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code free and clear of any and all Interests except for Assumed Liabilities and Permitted Liens. Such transfer shall constitute a legal, valid, binding, and effective transfer of such Purchased Assets to Purchaser.

7. Upon the closing of the Transaction, all sale proceeds shall be distributed to AHS Acquisition Holdings, LLC in its capacity as Prepetition Agent and Prepetition Lender.

8. This Sale Order: (i) shall be effective as a determination that as of the Closing, (a) no Interests or Excluded Liabilities (other than Assumed Liabilities and Permitted Liens) will be capable of being asserted against the Purchaser, any Affiliates of Purchaser or any their respective officers, directors, representatives, controlling persons, members, employees, agents, representatives, shareholders, partners, successors and assigns or any of their respective assets (including, without limitation, the Purchased Assets), (b) the Purchased Assets shall have been transferred to the Purchaser free and clear of any and all Interests, except for Assumed Liabilities and Permitted Liens, if any, and as provided for in the Purchase Agreement, and (c) the conveyances described herein have been effected; and (ii) is and shall be binding upon and 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, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental

departments, secretaries of state, federal 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; and each of the foregoing persons and entities is hereby authorized and directed to accept for filing any and all of the documents and instruments necessary or appropriate to consummate the transactions contemplated by the Purchase Agreement.

9. Except as otherwise expressly provided in the Purchase Agreement and with respect to the Assumed Liabilities and Permitted Liens, if any, all persons and entities (and their respective successors and assigns), including, without limitation, all debt security holders, equity security holders, Affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding Interests arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the ownership, sale, or operation of the Purchased Assets prior to Closing or the transfer of the Purchased Assets to the Purchaser are hereby forever barred and estopped from asserting such Interests and Excluded Liabilities against the Purchaser, any Affiliates of Purchaser or any their respective officers, directors, representatives, controlling persons, members, employees, agents, representatives, shareholders, partners, successors or assigns or any of their respective assets (including, without limitation, the Purchased Assets).

10. If any person or entity that has filed financing statements, mortgages, lis pendens or other documents or agreements evidencing Interests against or in the Purchased Assets shall not have delivered to the Debtors prior to the Closing of the Transaction, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests that the person or entity has with respect to the Purchased Assets or otherwise, then only with regard to the Purchased Assets that are purchased by the Purchaser pursuant to the

Purchase Agreement and this Sale Order: (i) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Purchased Assets; (ii) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests against the Purchaser and the Purchased Assets; and (iii) the Purchaser may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all Interests with respect to the Purchased Assets other than Assumed Liabilities and Permitted Liens, if any. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of any and all Interests shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Sale Order.

11. To the maximum extent permitted by applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval (collectively, the “**Licenses**”) of the Debtors with respect to the Purchased Assets, and all Licenses are deemed to have been, and hereby are directed to be, transferred to the Purchaser pursuant to the Purchase Agreement. To the extent any Licenses cannot be transferred to the Purchaser in accordance with the previous sentence, such Licenses: (i) shall be in effect while the Purchaser, with assistance from the Debtors, works promptly and diligently to apply for and secure all necessary government approvals for the transfer or issuance

of new Licenses to the Purchaser; and (ii) shall terminate on a license-by-license basis following issuance of a new License to the Purchaser.

12. Nothing in this Sale Order or the Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as owner or operator of property sold or transferred pursuant to this Sale Order after the occurrence of the Closing Date (with respect to such property), provided, however, that the foregoing shall not limit, diminish or otherwise alter the Debtors' or the Purchaser's defenses, claims, causes of action, or other rights under applicable non-bankruptcy law with respect to any liability that may exist to a governmental unit at such owned or operated property. Nothing in this Sale Order or the Purchase Agreement authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (ii) registration, (iv) authorization, or (v) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. To the extent provided by section 525 of the Bankruptcy Code, a governmental unit may not deny, revoke, suspend, or refuse to renew any permit, license, or similar grant to a person that is or has been a bankrupt or a debtor under the Bankruptcy Code, or another person with whom such bankrupt or debtor has been associated, solely because such bankrupt or debtor is or has been a bankrupt or debtor under the Bankruptcy Code, has been insolvent before the commencement of the case under the Bankruptcy Code, or during the case but before the debtor is granted or denied a discharge, or has not paid a debt that is dischargeable in the case under the Bankruptcy Code or that was discharged under the Bankruptcy Code. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order, subject to the Debtors' and the Purchaser's rights to assert in that forum or

before this Court that any such laws are not in fact police or regulatory law or that the matter should be heard by the Bankruptcy Court.

13. Unless otherwise provided herein or the Purchase Agreement, all persons and entities that are in possession of some or all of the Purchased Assets as of the Closing Date are directed to surrender possession of such Purchased Assets to the Purchaser on the Closing Date. All persons or entities are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Purchased Assets to the Purchase in accordance with the Purchase Agreement.

No Successor or Transferee Liability

14. Neither the Purchaser, nor any Affiliate, successor, or assignee of the Purchaser, shall be deemed, as a result of any action taken in connection with the Purchase Agreement, the consummation of the Transaction contemplated by the Purchase Agreement, or the transfer or operation of the Purchased Assets to: (i) be a legal successor, or otherwise be deemed a successor to the Debtors; (ii) have, de facto or otherwise, merged with or into the Debtors; (iii) be an alter ego or a mere continuation or substantial continuation of the Debtors including, without limitation, within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act (“**COBRA**”), the WARN Act (29 U.S.C. §§ 2101 et seq.) (“**WARN**”), the Comprehensive Environmental Response Compensation and Liability Act (“**CERCLA**”), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, et seq. (the “**NLRA**”); or (iv) be liable for any environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or

contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, any liabilities, debts, or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), any escheat liabilities arising prior to the Closing, or under any products liability or consumer protection law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine.

15. Other than as expressly set forth in the Purchase Agreement solely with respect to Assumed Liabilities and Permitted Liens, if any, neither the Purchaser, nor any Affiliate, successor, or assignee of the Purchaser shall have any responsibility for (i) any liability or other obligation of the Debtors or related to the Purchased Assets or (ii) any Interests against the Debtors, any of their predecessors or Affiliates, or the Purchased Assets. Other than as expressly set forth in the Purchase Agreement solely with respect to Assumed Liabilities and Permitted Liens, if any, neither the Purchaser, nor any Affiliate, successor, or assignee of the Purchaser, shall have any liability whatsoever with respect to the Debtors' (or their predecessors' or Affiliates') businesses or operations or any of the Debtors' (or their predecessors' or Affiliates') obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor or transferee liability, de facto merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including, without limitation, (i) liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the ownership or operation of the Purchased Assets prior to the Closing; (ii) liabilities or obligations under WARN; (iii) escheat liabilities arising prior to Closing; or (iv) liabilities or

obligations under CERCLA, or any foreign, federal, state, or local labor, employment, or environmental law whether of similar import or otherwise by virtue of the Purchaser's purchase of the Purchased Assets or assumption of the Assumed Liabilities by the Purchaser or an Affiliate of the Purchaser (all liabilities described in paragraph 13 and paragraph 14 of this Sale Order, **"Successor or Transferee Liability"**).

16. Effective upon the Closing, except with respect to Assumed Liabilities and Permitted Liens, if any, all persons and entities are forever prohibited from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Purchaser, any Affiliates of Purchaser or any their respective officers, directors, representatives, controlling persons, members, employees, agents, representatives, shareholders, partners, successors and assigns or any of their respective assets (including, without limitation, the Purchased Assets), with respect to any (i) Lien or Claim or (ii) Successor or Transferee Liability, including, without limitation, the following actions with respect to clauses (i) and (ii): (a) commencing or continuing any action or other proceeding pending or threatened; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any Lien or Claim; (d) asserting any setoff (except with respect to setoffs that were effected prior to the Petition Date), right of subrogation, or recoupment of any kind; (e) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (f) revoking, terminating, or failing or refusing to renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with such Purchased Assets.

17. This Sale Order shall be effective as a determination that, as of Closing, all Interests (other than Permitted Liens and Assumed Liabilities) have been unconditionally released, discharged, and terminated as to the Purchaser and Purchased Assets.

Good Faith of the Purchaser

18. The Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. The Transaction contemplated by the Purchase Agreement is undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code.

19. Neither the Debtors, the Purchaser nor any Affiliate of either the Debtors or the Purchaser have engaged in any collusion with other bidders or other parties or have taken any other action or inaction that would cause or permit the Transaction to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement is fair and reasonable and is not less than the value of such Purchased Assets, and the Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

20. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors. None of the Debtors or Purchaser is entering into the Purchase Agreement or proposing to consummate the Transaction fraudulently or for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia. Further, Purchaser is not an “insider” of the Debtors.

Release

21. Subject to and upon the Closing Date, the Debtors, on behalf of themselves and each of their Affiliates, hereby waive any and all actions related to, and hereby release, Purchaser and its Affiliates and the property of Purchaser (including, without limitation, the Purchased Assets) from any and all Interests, whether known or unknown, now existing or hereafter arising, asserted or unasserted, mature or inchoate, contingent or non-contingent, liquidated or unliquidated, material or non-material, disputed or undisputed, and whether imposed by agreement, understanding, law, equity, or otherwise to the extent such Interests arise under or are related to the Purchase Agreement or any agreement entered into with respect thereto or any of the transactions contemplated thereby; *provided, however*, that the foregoing shall not release any obligations assumed or established by Purchaser under the Purchase Agreement or this Sale Order, including, without limitation, Purchaser's performance obligations under the Purchase Agreement or this Sale Order and any and all of Purchaser's obligations thereunder that are to be performed following the Closing.

Other Provisions

22. The Debtors, including their professionals and advisors, and Purchaser shall cooperate in good faith subsequent to the closing of the transactions contemplated under the Purchase Agreement to (i) effectuate the sale and transfer of the Purchased Assets, (ii) undertake accounting, tax, employee and human resource matters attendant to the sale and the Debtors' winding up their affairs and closing their estates, and (iii) address certain payables associated with the Assumed Liabilities that may need to be paid at or shortly after Closing but where Purchaser is not yet able to make such payments directly to the corresponding counterparties.

23. The terms and provisions of the Purchase Agreement, including any ancillary or related documents, and this Sale Order shall be binding in all respects upon the Debtors, the

Debtors' estates, their creditors, any affected third parties, all holders of equity interests in the Debtors, all holders of any claims, whether known or unknown, against the Debtors, any holders of Interests against or on all or any portion of the Purchased Assets, including, without limitation, all contract counterparties, leaseholders, governmental units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities for the Debtors, if any, subsequently appointed in any of the Debtors' Chapter 11 Cases or upon a conversion of any of the Debtors' Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, and each of their respective Affiliates, successors and assigns. The Purchase Agreement and this Sale Order shall inure to the benefit of the Debtors, the Debtors' estates, creditors, the Purchaser, and their respective successors or assigns. The Purchase Agreement, the Transaction, and this Sale Order shall not be subject to rejection or avoidance by the Debtors, the Debtors' estates, creditors, its equity interest holders, or any trustee, examiner, or receiver.

24. The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

25. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Purchase Agreement, all amendments thereto, and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transaction or this Sale Order. This Court retains jurisdiction to compel delivery of the Purchased Assets, to protect the Purchaser (and its assets, including, without limitation, the Purchased Assets) and its Affiliates, designees, assignees, or successors (or their assets), against any and all Interests and Successor and Transferee

Liability and to enter orders, as appropriate, pursuant to sections 105, 363, or 365 of the Bankruptcy Code (or other applicable provisions) necessary to transfer the Purchased Assets to the Purchaser.

26. The requirements set forth in Bankruptcy Rules 6003(b), 6004, and 6006 have been satisfied or are otherwise hereby waived.

27. The terms and conditions of this Sale Order shall be effective immediately and shall not be subject to the stay provisions contained in Bankruptcy Rules 6004(h) and 6006(d).

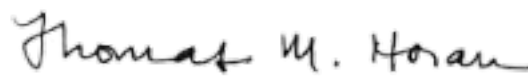
28. No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction (including, without limitation, those relating to Taxes,⁵ other than transfer Taxes) shall apply in any way to the transactions contemplated by the Purchase Agreement, the Motion, or this Sale Order. Except as otherwise expressly provided in the Purchase Agreement, all obligations of the Debtors relating to Taxes, whether arising under any law, by the Purchase Agreement, or otherwise, shall be the obligation of and fulfilled and paid by the Debtors. For the avoidance of doubt, and notwithstanding any other provision in this Sale Order, nothing in this Sale Order or the Purchase Agreement shall create a tax exemption under section 1146(a) of the Bankruptcy Code.

29. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a). In the event that there is a direct conflict between the terms of this Sale Order, the Purchase Agreement, and any documents executed in connection therewith, the provisions contained in this Sale Order, the Purchase Agreement, and any documents executed in connection therewith shall govern, in that order. Nothing contained in any Chapter 11 plan hereinafter confirmed in any of these Chapter 11 Cases, any order confirming such plan(s), or in

⁵ As defined in the Purchase Agreement.

any other order of any type or kind entered in any of these Chapter 11 Cases (including, without limitation, any order entered after any conversion of any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code) or in any related proceeding shall alter, conflict with or derogate from the provisions of the Purchase Agreement, any documents executed in connection therewith, or the terms of this Sale Order.

Dated: November 12th, 2024
Wilmington, Delaware

A handwritten signature in black ink that reads "Thomas M. Horan". The signature is written in a cursive, slightly slanted style.

THOMAS M. HORAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit A to Order

(Purchase Agreement)

ASSET PURCHASE AGREEMENT

BY AND AMONG

D.R.E. MEDICAL GROUP, INC., AS SELLER

AHS ACQUISITION HOLDINGS, LLC, AS ADMINISTRATIVE AGENT

AND

DRE RESUME, LLC, AS BUYER

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “**Agreement**”) is made and entered into as of November_____, 2024 (the “**Closing Date**”), by and among DRE Resume, LLC, an Ohio limited liability company (“**Buyer**”), AHS Acquisition Holdings, LLC, a Delaware limited liability company in its capacity as Administrative Agent (“**Agent**”) solely for purposes of Sections 2.5, 2.9, 8.2, 8.12 and 8.18, and D.R.E. Medical Group, Inc., a Delaware corporation (“**Seller**”). Seller, Agent and Buyer are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Seller is engaged in the business of providing value-based medical capital equipment and related services with operations in the medical surgical area, including the Rental Business (the “**Business**”);

WHEREAS, Agent is the administrative agent for the lenders party to that certain Credit Agreement, dated July 15, 2021, as amended, by and among Seller, certain affiliates of Seller, Agent and the lenders from time to time party thereto.

WHEREAS, on October 8, 2024, Seller and certain of its Affiliates¹ (collectively, the “**Debtors**”) filed (the date of such filing is the “**Petition Date**”) voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) (such cases, collectively and/or as jointly administered, the “**Bankruptcy Cases**”), and have thereafter operated their business as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, Seller is continuing to manage its properties and operate the Business as “debtor-in-possession” under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code;

WHEREAS, in connection with discussions with its Board of Independent Directors and in consideration of the interests of its stakeholders, Seller in its business judgment believes a sale of the Purchased Assets (as defined herein) to be in its best interests (the “**Sale**”);

WHEREAS, Seller anticipates implementing the Sale to Buyer as provided in this Agreement and the Sale Order (the “**Implementation Transaction**”);

WHEREAS, Buyer desires to purchase from Seller all of the Purchased Assets and assume only the Assumed Liabilities on the terms and conditions set forth herein, free and clear of all Liens, Liabilities, claims, encumbrances, and other interests (other than Permitted Liens) in accordance with Sections 105, 363, and 365 and other applicable provisions of the Bankruptcy Code;

¹ Seller, along with the last four digits of each Affiliate entity’s federal tax identification number are: Jordan Health Products I, Inc. (9981); Global Medical Imaging, LLC (8828); D.R.E. Medical Group, Inc. (2356); Oncology Services International, Inc. (2514); Technical Options of Georgia, Inc. (5488); Jordan Health Products III, Inc. (9350); Transtate Equipment Company, Inc. (4201); Equipment Maintenance Solutions, Inc. (7216); Ultra Solutions Holdings, Inc. (2305); Ultra Solutions, LLC (3425); Pacific Medical Group, Inc. (4339); and Pacific Medical Holdings, Inc. (2135).

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

As used herein, the following terms have the meanings set forth below:

(a) **“Accounts Receivable”** means any and all (a) accounts receivable, notes receivable, trade receivables and other amounts receivable generated by the Business and owed to the Seller (whether current or non-current), together with all security or collateral therefor and any interest or unpaid financing charges accrued thereon, including all causes of action pertaining to the collection of amounts payable, or that may become payable, to the Seller with respect to products sold or services performed on or prior to the Closing Date and (b) other amounts due to the Seller which the Seller has historically classified as accounts receivable in the Seller’s financial statements with respect to products sold or services performed on or prior to the Closing Date.

(b) **“Accrued PTO”** has the meaning set forth in Section 5.7(a).

(c) **“Action”** means any action, claim, proceeding, litigation, arbitration, mediation, suit, investigation or regulatory inquiry (whether civil, criminal, administrative or judicial), or any appeal therefrom or any material demand letter threatening the initiation of any of the foregoing.

(d) **“Affiliate”** shall mean, as to the entity in question, any person or entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question and the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

(e) **“Agreement”** has the meaning set forth in the opening paragraph.

(f) **“Approvals”** means all consents and approvals from any Governmental Authority, including without limitation any Governmental Authority with regulatory oversight of healthcare organizations, which are necessary for the transfer of the Purchased Assets or the operation of the Business, all as set forth on Schedule 1(f).

(g) **“Assumed Contracts”** means all outstanding and unfulfilled purchase orders of Seller as of the Closing Date, all customer contracts under which the customer has a commitment to make purchases of products from Seller at or for any period after the Closing Date, and all supplier contracts that are not executory contracts.

(h) **“Assumed Liabilities”** has the meaning set forth in Section 2.3.

(i) **“Avoidance Actions”** means any and all claims and remedies of Seller under Sections 510 and 542 through 553 of the Bankruptcy Code or under similar state Law, including, without limitation, fraudulent conveyance claims, and all other causes of action of a trustee and debtor-in-possession under the Bankruptcy Code, to the extent related to the Purchased Assets.

- (j) **“Bankruptcy Case”** shall mean a case commenced by the filing of a voluntary petition for relief by Debtors under Chapter 11 of the Bankruptcy Code.
- (k) **“Bankruptcy Code”** has the meaning set forth in the recitals.
- (l) **“Bankruptcy Court”** has the meaning set forth in the recitals.
- (m) **“Board of Independent Directors”** means Rick Arrowsmith, David Campbell and Steven Pully.
- (n) **“Books and Records”** means the books and records of Seller relating to the Purchased Assets, to the extent assignable; *provided, however*, that “Books and Records” shall not include the originals of Seller’s minute books, stock books and Tax Returns.
- (o) **“Business”** has the meaning set forth in the recitals.
- (p) **“Business Day”** means any day other than any Saturday, Sunday or legal holiday recognized by the Bankruptcy Court.
- (q) **“Buyer”** has the meaning set forth in the opening paragraph.
- (r) **“Buyer Organizational Approval Certificate”** has the meaning set forth in Section 5.5(d).
- (s) **“Closing”** has the meaning set forth in Section 2.6.
- (t) **“Closing Date”** means the date on which the Closing occurs.
- (u) **“Closing Payment”** has the meaning set forth in Section 2.5(c)(i).
- (v) **“Confidentiality Agreement”** has the meaning set forth in Section 8.3.
- (w) **“Contract”** means agreements, contracts, commitments, personal property leases, real property leases, and other arrangements to which Seller is a party, in each case, other than a purchase order, service order, or sales order.
- (x) **“Contract Party”** means the counterparties to the applicable Assumed Contract.
- (y) **“Effective Date”** means November 6, 2024, the effective date of that certain term sheet by and between the Parties.
- (z) **“Effective Time”** has the meaning set forth in Section 2.6.
- (aa) **“Environmental Laws”** means Laws relating to pollution, natural resources, Hazardous Materials, or the protection of the environment or to occupational health and safety (solely with respect to exposure to Hazardous Materials).
- (bb) **“Equipment”** means the equipment owned by Seller.

(cc) **“ESIGN Act”** has the meaning set forth in Section 8.9.

(dd) **“Excluded Assets”** has the meaning set forth in Section 2.2.

(ee) **“Excluded Contracts”** has the meaning set forth in Section 2.2(d).

(ff) **“Excluded Liabilities”** has the meaning set forth in Section 2.4.

(gg) **“Existing Rental Customer”** means the customers of the Rental Business identified on Schedule 1(gg).

(hh) **“GAAP”** means generally accepted accounting principles.

(ii) **“Governmental Authority”** means the Bankruptcy Court, any tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision.

(jj) **“Hazardous Materials”** means any toxic or hazardous material, substance or waste regulated under any Environmental Laws.

(kk) **“Implementation Transaction”** has the meaning set forth in the recitals.

(ll) **“Intellectual Property”** means all of the following: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, corporate names and internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights; (iv) registrations and applications for any of the foregoing; (v) trade secrets; (vi) computer software; (vii) drawings, schematics and other technical plans; and (viii) all other intellectual property.

(mm) **“Inventory”** means all inventory of any kind or nature located at the Leased Premises.

(nn) **“Knowledge of Seller”** or **“Knowledge”** shall mean the actual knowledge of Carlos Borges without a duty to investigate.

(oo) **“Law”** means any federal or state, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, regulation, or order, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

(pp) **“Leased Premises”** means the Seller’s leased facility located at 2601 Stanley Gault Parkway, Louisville, Kentucky 40223 and includes Seller’s leasehold interests in any and all land, buildings, structures, improvements, fixtures or other interest in real property which is used in the Business.

(qq) **“Liability”** means, as to any Person, any debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or

unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(rr) “**Lien**” means any security interest, pledge, mortgage, lien, charge, adverse claim of ownership or use, restriction on transfer (such as a right of first refusal or other similar right), defect of title, encroachments, or other encumbrance of any kind or character.

(ss) “**Livingstone**” means Livingstone Partners LLC.

(tt) “**Most Recent Balance Sheet**” the balance sheet of the Business as of September 30, 2024.

(uu) “**Necessary Consents**” means any approval, consent, ratification, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same, all as set forth on Schedule 3.3.

(vv) “**Offered Employees**” has the meaning set forth in Section 5.7(b).

(ww) “**Order**” means any order, injunction, order, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority, including any order entered by the Bankruptcy Court in the Bankruptcy Cases (including the Sale Order).

(xx) “**Ordinary Course**” means the ordinary and usual course of operations of the Business taken as a whole consistent with past practice and taking into account the contemplation, commencement and pendency of the Bankruptcy Cases.

(yy) “**Party**” has the meaning set forth in the opening paragraph.

(zz) “**Permits**” means all licenses, permits (including occupancy permits), certificates, registrations, approvals, franchises, consents and other authorizations of Seller obtained from or filed with a Governmental Authority and used in connection with the Business.

(aaa) “**Permitted Liens**” means (i) Liens for utilities and Taxes not yet due and payable, being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code; (ii) with respect to the Leased Premises, easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments, which do not, individually or in the aggregate, adversely affect the use or occupancy of such Leased Premises as it relates to the operation of the Purchased Assets or the Business; (iii) with respect to the Leased Premises, applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law which are not violated by the current use or occupancy of such Leased Premises, as applicable; (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory Liens incurred in the Ordinary Course for amounts not yet due and payable; (v) such other Liens or title exceptions which do not, individually or in the aggregate, materially and adversely affect the operation or use of the Purchased Assets; and (vi) solely prior to Closing, any Liens that will be terminated, removed or released from the Purchased Assets by operation of the Sale Order or in accordance with the applicable provisions of the Bankruptcy Code.

(bbb) **“Person”** means any natural person, corporation, limited liability company, general partnership, limited partnership, sole proprietorship, trust, union, association, Governmental Authority or other business organization.

(ccc) **“Purchase Price”** has the meaning set forth in Section 2.5(a).

(ddd) **“Purchased Assets”** has the meaning set forth in Section 2.1.

(eee) **“Real Property Lease”** means any lease, sublease, occupancy agreement or other contractual obligation in connection with the Leased Premises.

(fff) **“Related Agreements”** means a bill of sale and assignment and assumption agreement, respectively, in form and substance reasonably acceptable to Buyer and Seller, and such other agreements, documents, and instruments related to the transactions contemplated herein.

(ggg) **“Rental Business”** means the rental business of the Seller that provides rentals of medical equipment to the Existing Rental Customers and other similarly situated entities.

(hhh) **“Sale”** has the meaning set forth in the recitals.

(iii) **“Sale Motion”** means the motion of Debtors seeking approval and entry of the Sale Order, in such form as is reasonably satisfactory to the Seller, Buyer and Agent.

(jjj) **“Sale Order”** means an order to be entered by the Bankruptcy Court in the Bankruptcy Cases approving the consummation of the transactions contemplated in this Agreement, substantially in the form attached to the Sale Motion.

(kkk) **“Seller Organizational Approval Certificate”** has the meaning set forth in Section 5.6(c).

(lll) **“Seller Employees”** employees assigned to and working exclusively for Seller.

(mmm) **“Seller”** has the meaning set forth in the opening paragraph.

(nnn) **“Tax”** or **“Taxes”** (and with correlative meaning, **“Taxation”**) means any and all taxes, fees, levies, duties, tariffs, import charges and other charges imposed by any taxing authority, together with any related interest, penalties or other additions thereto, or additional amounts imposed by any taxing authority, and without limiting the generality of the foregoing, shall include net income alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, franchise, profits, license, transfer, recording, escheat, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profit, environmental, custom, duty, or other tax, governmental fee or other like assessment or charge of any kind whatsoever.

(ooo) **“Tax Returns”** means any return, declaration, report, claim for refund or information return or statement relating to Taxes required to be filed with any Governmental Authority, including any schedule or attachment thereto and any amendment thereof.

(ppp) **“Transfer Offer”** has the meaning set forth in Section 5.7(b).

(qqq) “**Transferred Employees**” has the meaning set forth in Section 5.7(b).

(rrr) “**VDR**” means that certain virtual data room entitled “Project Apex,” including all documents and materials posted thereto as of the Closing Date.

(sss) “**WARN Act**” means the federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (1988) and any similar Laws.

ARTICLE 2

PURCHASE AND SALE OF ASSETS

2.1 Sale of Assets to Buyer. Upon the terms and subject to the conditions contained in this Agreement, at the Closing, Seller shall sell, assign, transfer, deliver and convey to Buyer, and Buyer shall purchase, acquire and accept from Seller, in accordance with the Implementation Transaction, free and clear of all Liens except Permitted Liens, all of Seller’s right, title and interest in and to the following assets owned by Seller and used in the Business, but excluding all Excluded Assets (collectively, the “**Purchased Assets**”):

- (a) the Books and Records;
- (b) the Assumed Contracts;
- (c) the furniture, fixtures and Equipment of Seller located at the Leased Premises, on site at any existing customer location, or at any repair facility;
- (d) the Inventory;
- (e) to the extent transferable under applicable Law, the Permits;
- (f) Accounts Receivable of the Seller;
- (g) customer lists and open customer orders of Seller;
- (h) the content of all emails to or from any current or former Seller Employee that Seller or Debtors have archived, stored or maintained that mention or reference Seller or any supplier or customer of Seller, such emails limited solely to Seller Employees and expressly excluding those of the Debtors’ senior management team;
- (i) the rights to the following Internet websites and domain names, the usernames and passwords associated therewith, and all content contained therein: DREVeterinary.com; MedSurge.com; DREMed.com; MedSurge (collectively, the “**Websites**”), and the right of Buyer to require Seller or any Affiliate of Seller to redirect website traffic regarding MedSurge or Seller to a website or URL of Buyer;
- (j) all Avoidance Actions against any party with whom Seller, in the one (1) year before the Closing Date, has done business;

(k) personnel records for Transferred Employees to the extent the transfer of such records is not prohibited by applicable Law; and

(l) all trade secrets of Seller as determined under federal or state Law.

2.2 Excluded Assets. Notwithstanding the foregoing, the Parties acknowledge that Seller shall not sell, assign, transfer or convey to Buyer, and Buyer shall not purchase, acquire or accept from Seller, the assets consisting of the following (all such assets, the “**Excluded Assets**”):

(a) all cash and cash equivalents, non-customer deposit accounts and escrows, restricted cash, and refunds;

(b) Seller’s bank accounts;

(c) the Purchase Price and all rights of Seller under this Agreement (including all Exhibits and Related Documents);

(d) all Contracts that are not Assumed Contracts (the “**Excluded Contracts**”);

(e) all causes of action, including avoidance actions under Chapter 5 of the Bankruptcy Code (other than the Avoidance Actions that are Purchased Assets), any fraudulent conveyance claims under state, federal or other applicable Law, and similar causes of actions and claims;

(f) all set-off rights to claims filed or asserted in the Bankruptcy Cases, if any (except to the extent arising in connection with an Assumed Contract which is subject to a Cure Amount);

(g) hold-backs and escrows for any prorations or Taxes being paid by Seller in connection with the Closing or afterward;

(h) all prepaid expenses, lease deposits, utility deposits, or similar deposits;

(i) all insurance policies of Seller, any prepaid insurance premiums and any rights or claims or proceeds arising from such policies;

(j) all Tax refunds, rebates, prepaid deposits and overpayments owed to Seller which are related to Seller’s operation of the Business through the Closing Date;

(k) all (i) corporate seals, corporate organizational records, minute books, charter documents, record books, and stock transfer books pertaining to Seller, (ii) original Tax, accounting and financial records which pertain exclusively to the Excluded Assets, and (iii) such other files, books and records, which pertain exclusively to the Excluded Assets or to the formation, existence or capitalization of Seller or its Affiliates;

(l) any records which Seller is legally required to retain in its possession and any records to the extent not related to Purchased Assets or Assumed Liabilities (as hereinafter defined);

(m) all equipment and tangible property located at the Leased Premises but not owned by Seller, or subject to an equipment lease or vehicle lease that is not an Assumed Contract;

(n) all of Debtors' assets owned, used or held for use by Debtors in connection with the operation of any business other than that of the Seller, the Business and the operation of the Leased Premises;

(o) all Intellectual Property of Seller (with the exception of the Websites);

(p) all URLs, trade names, websites and domain names that utilize 'Avante', 'Avante Health Solutions' or any permutation thereof;

(q) personnel records for Seller Employees who are not Transferred Employees and, to the extent the transfer of such records to Buyer or its Affiliates is prohibited by applicable Law, for Transferred Employees; and

(r) Seller's attorney-client and work-product privileges.

2.3 Assumed Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order, effective as of the Closing, in addition to the payment of the Purchase Price in accordance with Section 2.5, Buyer shall irrevocably assume from Seller (and from and after the Closing pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and shall irrevocably transfer, assign, convey, and deliver to Buyer, only the following Liabilities, without duplication and only to the extent not paid prior to the Closing (collectively, the "**Assumed Liabilities**"):

(a) all Liabilities and obligations under the Purchased Assets arising from and after the Closing;

(b) all rights and obligations associated with (i) the Assumed Contracts from and after Closing;

(c) all Liabilities required to be paid by Buyer pursuant to this Agreement (such as, without limitation, stamp and recording Taxes);

(d) claims against Seller under Section 503(b)(9) of the Bankruptcy Code that are properly allowed by the Bankruptcy Court, in an aggregate amount not to exceed Fifty Thousand Dollars (\$50,000); and

(e) all Liabilities with respect to the Permitted Liens.

For the avoidance of doubt, Seller shall have no Liability for any of the foregoing Liabilities or obligations.

2.4 Excluded Liabilities. Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or Action against, Seller of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the

Closing or arising thereafter as a result of any act, omission, or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the “**Excluded Liabilities**”).

2.5 Closing Proceedings.

(a) Purchase Price. The Purchase Price under this Agreement is Three Million Three Hundred Thousand Dollars (\$3,300,000), (“**Purchase Price**”) as adjusted in accordance with Section 2.5(c) and Section 2.5(e).

(b) Deferred Purchase Price. Buyer shall pay to Agent an amount equal to (a) for the twenty-six (26) week period immediately following the Closing (commencing with the date of the Closing), seventy five percent (75%) of all cash collections received by Buyer from Existing Rental Customers, and (b) for the second twenty-six (26) week period following the Closing (commencing with the day that is the first day of the twenty-seventh (27th) week following the Closing), forty percent (40%) of all cash collections received by Buyer from Existing Rental Customers (it being understood that cash collections shall include payments received by Buyer in cash, by wire transfer, by check, by credit card or otherwise) (collectively, the “**Deferred Purchase Price**”). Payments of the Deferred Purchase Price shall be made no later than two (2) Business Days following the end of each weekly period following the Closing. All such payments of the Deferred Purchase Price shall be made by wire transfer of immediately available funds to an account designated by Agent in writing, and shall be accompanied by a report, in form and substance reasonably acceptable to Agent, detailing the collections for the preceding week by Existing Rental Customer, as well as an aging of all accounts receivable due from Existing Rental Customers.

(c) Closing Mechanics.

(i) At the Closing, in addition to such other actions as may be provided for herein, Buyer shall pay to Agent (such payment, the “**Closing Payment**”), in cash, an amount by wire transfer of immediately available funds equal to the Purchase Price minus (i) cash received by Seller for sales of Seller’s Inventory occurring after the Effective Date if such sales were not reasonably approved by Buyer (but for the avoidance of doubt, excluding sales resulting in Accounts Receivable that have not yet converted to cash); minus (ii) the amount of deposits paid by customers for goods that Buyer must deliver to such customers after the Closing Date in excess of the amount of deposits spent towards the purchase of Inventory to support those orders, in an amount not to exceed One Hundred Twenty Five Thousand Dollars (\$125,000); minus (iii) Twenty Five Thousand Dollars (\$25,000) as a credit toward the December rent payment under the Real Property Lease for the Leased Premises.

(ii) At the Closing and pursuant to Section 2.3, Buyer shall assume the Assumed Liabilities (which shall be in addition to, and not a credit against, the Purchase Price).

(d) Fees and Facility Rent for December, 2024; Forwarding of Mail. At the Closing, Buyer shall pay all escrow fees, recording costs or fees, transfer Taxes, and conveyance fees. Subject to Section 5.8, Buyer shall be solely responsible for the fees and costs of Buyer’s counsel and Buyer’s professional advisors. Buyer shall pay to Seller the sum of Sixty-Seven Thousand Seven Hundred and Seventy-Eight Dollars (\$67,778) for, with respect to, and as, the monthly rent of the Leased Premises for the month of December 2024 (“**December Rent**”). The December Rent shall be

paid by Buyer to Seller at the Closing, and Seller shall be responsible for the timely payment of such December Rent to the landlord of the Leased Premises. Seller shall use commercially reasonable efforts to instruct the United States postal service to forward all mail directed to Seller at the Leased Premises from and after December 31, 2024, to the Buyer's notice address as set forth in Section 8.2.

(e) Prorations. Except as otherwise set forth in this Agreement, all utility charges, rents or other payments under the Purchased Assets shall be prorated as of the Closing Date. All prorations shall be final. The prorations and adjustments provided for in this Section shall be made so that Seller shall receive the income and be charged with the expense of the operation of the Purchased Assets up to and including the Closing Date. Buyer shall receive a credit for all prorations due from Seller as of Closing, and Buyer shall pay all such expenses following the Closing Date; Buyer shall be charged for all prorations due from Buyer as of Closing which have already been paid to third parties by Seller prior to the Closing Date. Buyer shall be responsible for all ad valorem, real property, personal property and similar Taxes with respect to Buyer's ownership and acquisition of the Purchased Assets following the Closing Date. All such prorations shall be made based on actual days elapsed in the relevant accounting, billing or revenue period and shall be based on the most recent information available to Seller. Utility charges which are not metered and read for the Closing shall be estimated based on prior charges. Based on reasonable estimates, the Parties shall make all prorations at the Closing, and all such prorations shall be effectuated through adjustment of the Purchase Price at Closing.

(f) Related Agreements. At the Closing, the Parties will execute and deliver the Related Agreements.

(g) Closing Statement. Prior to the Closing Date, Seller shall have prepared and delivered to the Buyer a statement setting forth in reasonable detail, Seller's good faith calculation of the Closing Payment (the "**Closing Statement**"). Buyer shall have had the opportunity to review the Closing Statement and provide reasonable comments regarding the Closing Statement to the Seller in good faith. At the Closing, Seller shall deliver to Buyer the Closing Statement, taking into consideration any comments from Buyer provided prior to Closing, *provided*, that if there is any disagreement or dispute between the Buyer and the Seller with respect to the Closing Statement or the calculation of the Closing Payment amount, such disagreement shall not delay or impede the Closing and the Seller's calculation of the Closing Payment set forth in the Closing Statement shall control.

2.6 Time and Place of Closing. Subject to the terms of this Agreement, the closing of the transactions contemplated hereby (the "**Closing**") shall take place by electronic exchange of documents (or, if the Parties agree to hold a physical Closing, at the law offices of Polsinelli, 222 Delaware Avenue, Suite 1101, Wilmington, DE 19801), on the Closing Date. The transactions contemplated hereby shall take place pursuant to, and in accordance with, the terms and conditions hereof. The Closing shall be effective as of 12:00:01 a.m. ET on the Closing Date or such other date and time as the parties may agree in writing (the "**Effective Time**").

2.7 Purchase Price Allocation. For tax purposes only, Buyer and Seller shall allocate the Purchase Price (together with Assumed Liabilities properly included, if any) among the Purchased Assets in a manner consistent with the fair market values determined in good faith and on a reasonable basis by Buyer and Seller prior to or on the Closing Date, provided, however, that such allocation shall not be binding on any Party for any other purpose. Such allocation shall be consistent with Section 1060 of the Internal Revenue Code and the Treasury Regulations thereunder. Buyer and

Seller covenant and agree that all filings with Governmental Authorities regarding Taxes will be consistent with such allocation.

2.8 Non-Assignment. Notwithstanding anything to the contrary in this Agreement, to the extent a Purchased Asset requires an Approval or Necessary Consent (other than, and in addition to and determined after giving effect to any order of the Bankruptcy Court, including the Sale Order) in order to permit the sale or transfer to Buyer of the Seller's right, title and interest in and to such asset, and such Approval or Necessary Consent has not been obtained prior to such time as such right, title and interest is to be transferred to Buyer as a Purchased Asset hereunder, such asset shall not be a Purchased Asset hereunder and shall not be transferred to, or received by, Buyer. If any Purchased Asset is deemed not to be assigned pursuant to this Section 2.8, the Closing shall nonetheless take place subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such Approval or Necessary Consent is obtained and the conclusion of the Cooperation Period (or the closing of the Bankruptcy Cases or dissolution of the applicable Seller(s), if shorter), Seller and Buyer shall (A) use reasonable best efforts to secure such Approval or Necessary Consent as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Buyer, including subcontracting, licensing, or sublicensing to Buyer any or all of Seller's rights and obligations with respect to any such Purchased Asset, under which (1) Buyer shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the amount of any related Tax costs imposed on Seller or their respective Affiliates or any direct costs associated with the retention and maintenance of such Purchased Asset incurred by Seller or its Affiliates) with respect to such Purchased Asset with respect to which the Approval or Necessary Consent has not been obtained and (2) Buyer shall assume and timely discharge any related burden and obligation with respect to such Purchased Asset. Upon satisfying any requisite Approval or Necessary Consent requirement applicable to such Purchased Asset after the Closing, Seller's right, title and interest in and to such Purchased Asset shall promptly be transferred and assigned to Buyer in accordance with the terms of this Agreement and the Sale Order. Notwithstanding anything herein to the contrary, Seller will not be obligated to pay any consideration therefor to any third party or any other Person from whom Approval or Necessary Consent is requested or to initiate, join or otherwise participate in any litigation to obtain any such Approval or Necessary Consent.

2.9 Wrong Pockets.

(a) From the Closing Date until the earlier to occur of (i) the date that is one hundred and twenty (120) days following the Closing, and (ii) the date on which the Seller's Bankruptcy Case is terminated (whether by dismissal, conversion to a case under Chapter 7 of the Bankruptcy Code or the confirmation of a Chapter 11 liquidating plan) (the "**Cooperation Period**"), if either Buyer or Seller becomes aware that any right, property or asset forming part of the Purchased Assets has not been transferred to Buyer (including any post-Closing payments made by customers of the Business to Seller) or that any right, property or asset forming part of the Excluded Assets has been transferred to Buyer, such Party shall promptly notify the other Party and the Parties shall, as soon as reasonably practicable thereafter, use commercially reasonable efforts to cause such right, property or asset (and any related Liability) to be transferred at the expense of the Party that is seeking the assets to be transferred to it and with any necessary prior Approval, to (A) Buyer, in the case of any right, property or asset forming part of the Purchased Assets which was not transferred to Buyer at or in connection with the Closing, or (B) Seller, in the case of any right, property or asset forming part of the Excluded Assets which was transferred to Buyer at the Closing.

(b) On and after the Closing Date, if either Buyer or Seller or any of their respective Affiliates receives any (i) funds or property that is, in the reasonable determination of the receiving Party, intended for or otherwise the property of the other Party pursuant to the terms of this

Agreement or any other Related Agreement, the receiving Party shall promptly (and in no event later than one Business Day following such receipt) use commercially reasonable efforts to (A) notify and (B) forward such funds or property to, the other Party (and, for the avoidance of doubt, the Parties acknowledge and agree that there is no right of offset with respect to such funds or property, whether in connection with a dispute under this Agreement or any other Related Agreement or otherwise) or (ii) mail, courier package, facsimile transmission, purchase order, invoice, service request or other document that is, in the reasonable determination of the receiving Party, intended for or otherwise the property of the other Party pursuant to the terms of this Agreement or any other Related Agreement, the receiving Party shall promptly use commercially reasonable efforts to (A) notify and (B) forward such document or property to, the other Party. For the avoidance of doubt, the foregoing shall apply to any funds received by physical check or wire transfer, and if in the form of physical check together with any necessary endorsements as will permit the party entitled thereto to deposit such funds and treat them as their own. For the further avoidance of doubt, (x) any funds or property required to be transferred from Buyer to Seller hereunder shall be transferred to Agent, and (y) from and after the date on which the Seller's Bankruptcy Case is terminated (whether by dismissal, conversion to a case under Chapter 7 of the Bankruptcy Code or the confirmation of a Chapter 11 liquidating plan) Agent shall be responsible for performance on Seller's behalf under this Section 2.9(b), but solely to the extent of the funds or property actually received by Agent.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as (i) disclosed in any forms, statements or other documents filed with the Bankruptcy Court, or (ii) set forth in the Schedules delivered by Seller concurrently herewith and subject to Section 8.19, Seller makes the representations and warranties set forth below, as of the Closing Date.

3.1 Organization. Subject to entry of the Sale Order, the Necessary Consents, and the Approvals, Seller has full power, authority and capacity to execute and deliver this Agreement and the Related Agreements and to perform the obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

3.2 Execution and Delivery. Subject to entry of the Sale Order, the Necessary Consents, and the Approvals, this Agreement has been duly and validly executed and delivered by Seller and constitutes, and upon the execution and delivery by Seller of the Related Agreements, the Related Agreements shall constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their terms.

3.3 Government Approvals; No Conflict. Except for (a) entry of the Sale Order, (b) notices, filings and consents required in connection with the Bankruptcy Cases, and (c) items listed on Schedule 3.3, Seller is not required to give any notice to, make any filing with or obtain any consent from any Person (including any Governmental Authority) in connection with the execution and delivery by Seller of this Agreement and the Related Agreements to which it is or will be a party or the consummation or performance by Seller of any of the transactions contemplated hereby and thereby.

3.4 Permits. To the Knowledge of Seller, Seller has all Permits which are needed or required by applicable Law to operate the Business or any ancillary services related thereto as

currently conducted. Schedule 3.4 is a true, complete and accurate list of all material Permits owned or held by or issued to Seller relating to the ownership or operation of the Business and the Purchased Assets.

3.5 Employee Matters. Schedule 3.5 contains (1) a correct and complete list of all Seller Employees detailing for each Seller Employee (A) his or her name, date of hire, job title, full-time/part-time status, exempt/non-exempt status, bonus eligibility, commission eligibility, severance entitlement, current compensation paid or payable, and status (e.g., leave of absence, disability, layoff, active, temporary), and (B) the Accrued PTO, and (2) the aggregate value of the Accrued PTO.

3.6 Broker. Except for the engagement of Livingstone, the fees and expenses of which shall be paid by Seller from the proceeds of the Sale at Closing, Seller has not incurred any Liability for any fee or commission to any broker, finder, investment banker or other intermediary in connection with the transactions contemplated by this Agreement that would result in any Liability, fee, expense or obligation being imposed upon Buyer.

3.7 Title to Properties.

(a) Except as set forth on Schedule 3.7(a), Seller has a good and valid leasehold interest to the Leased Premises, free and clear of all Liens (other than Permitted Liens). Seller does not own any real property.

(b) Subject to requisite Bankruptcy Court approvals, and assumption by Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Amounts) and except as a result of the commencement of the Bankruptcy Cases, Seller holds good title to, or a valid leasehold interest in, all of the material tangible property necessary in the conduct of the Business as now conducted, free and clear of all Liens, except for Permitted Liens, other than any failure to own or hold such tangible property that is not material to Seller and the Purchased Assets, taken as a whole.

(c) Seller has not received written notice from any Governmental Authority of (and otherwise has no Knowledge of): (i) any pending or threatened condemnation proceedings affecting the Leased Premises, or any part thereof; (ii) asserting or alleging any material violations or potential violations of any applicable Laws (including zoning and land use ordinances, building codes and similar requirements) with respect to the Leased Premises, or any part thereof, which have not heretofore been cured; or (iii) any pending or threatened proceedings, nor any claims or actions against Seller or the Leased Premises, relating to the ownership, lease, use or occupancy of such Leased Premises or any portion thereof which is reasonably likely to result in a material change in the condition of the Leased Premises or the operation of the Leased Premises. Seller has not received any written notice of any pending zoning or other land use change affecting the Leased Premises.

(d) To Seller's Knowledge, Seller is not in violation of a condition or agreement contained in any easement, restrictive covenant or any similar instrument or agreement affecting any of the Leased Premises in any material respect.

3.8 Intellectual Property. To Seller's Knowledge, Seller owns or has the right to use all Intellectual Property used in connection with the ownership or operation of the Business. To Seller's Knowledge and except as set forth on Schedule 3.8, the conduct of the Business does not infringe or otherwise violate any Intellectual Property or other proprietary rights of any other Person, and there

is no action pending or, to the Knowledge of Seller, threatened, alleging any such infringement or violation or challenging Seller's rights in or to any of its Intellectual Property.

3.9 Tax Matters. Except as set forth on Schedule 3.9:

(a) Seller has prepared (or caused to be prepared) and timely filed (taking into account valid extensions of time within which to file) all material Tax Returns with respect to the Purchased Assets required to be filed by it, and all such filed Tax Returns (taking into account all amendments thereto) are correct and complete in all material respects.

(b) All material Taxes owed by a Seller with respect to the Purchased Assets that are due and payable on any Tax Return have been timely paid or have been adequately reserved against in accordance with GAAP.

(c) There are no Liens for Taxes on any of the Purchased Assets other than Permitted Liens.

(d) Seller has not waived any statute of limitations in respect of material Taxes with respect to the Purchased Assets or agreed to any extension of time with respect to an assessment or deficiency for material Taxes with respect to the Purchased Assets (other than pursuant to extensions of time to file Tax Returns obtained in the Ordinary Course).

(e) Notwithstanding anything in this Agreement to the contrary, the representations and warranties in this Section 3.9 shall constitute the sole representations and warranties with respect to Taxes. No representation or warranty is made with respect to the validity of any Tax position or the availability of any Tax attribute for any Tax period (or any portion thereof) following the Closing.

3.10 Inventory. Schedule 3.10 sets forth a complete and accurate list of all Inventory. All Inventory, whether or not reflected in the balance sheets included in the Seller's financial statements, consists of a quality and quantity usable and salable in the Ordinary Course, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established.

3.11 Accounts Receivable. All Accounts Receivable reflected on the Most Recent Balance Sheet or created since the date thereof are valid receivables, collectible, and represent arm's length transactions in the Ordinary Course. Except as set forth on Schedule 3.11, there is no contest, claim, defense or right of setoff with any account debtor of Seller or the Business relating to the amount or validity of such Accounts Receivable.

3.12 No Other Representation or Warranty. Except for the representations and warranties expressly contained in this Article 3 (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement), Seller has not made and does not make any other express or implied representation or warranty, either written or oral, on behalf of or with respect to Seller, the Purchased Assets, the Leased Premises, or the Business and Seller disclaims any other representations or warranties, whether made by Seller, any Affiliate of Seller, or Seller or its Affiliates' respective representatives. Except for the representations and warranties contained in this Article 3 (as modified by the Schedules), Seller (a) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute, or

otherwise, relating to the condition of the Purchased Assets (including any implied or express warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (b) disclaims all Liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Buyer or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to Buyer by any representative of Seller or any of its Affiliates). Seller makes no representations or warranties to Buyer regarding the probable success or profitability of the Business, the Purchased Assets or the use thereof. The disclosure of any matter or item in Schedules will not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

In order to induce Seller to enter into this Agreement, Buyer makes the representations and warranties set forth below which are true, correct and complete on the date hereof and shall be true, correct and complete as of the Closing.

4.1 Organization. Buyer has full power, authority and capacity to execute and deliver this Agreement and the Related Agreements and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Buyer is duly organized, validly existing and in good standing under the laws of the State of Ohio.

4.2 Execution and Delivery. This Agreement has been duly and validly executed and delivered by Buyer and constitutes and, upon the execution and delivery by Buyer of the Related Agreements, the Related Agreements shall constitute, legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their terms.

4.3 Governmental Approvals and Filings. Except for the Approvals, no consent, approval or action of, filing with or notice to any Governmental Authority on the part of Buyer is required in connection with the execution, delivery and performance of this Agreement or any of the Related Agreements or the consummation of the transactions contemplated hereby or thereby.

4.4 Brokers. Neither Buyer nor any of its Affiliates has incurred any Liability for any fee or commission to any broker, finder, investment banker or other intermediary in connection with the transactions contemplated by this Agreement that would result in any Liability, fee, expense or obligation being imposed on any Seller.

4.5 Adequate Funds. Buyer has or will have at the Closing adequate funds available to it in order to consummate the transactions contemplated by this Agreement and the Related Agreements and to perform its obligations hereunder and thereunder.

4.6 Fitness for Obtaining Permits and Approvals. Buyer has no knowledge of any material fact or other information related to Buyer or any of its Affiliates which could be reasonably expected to have an adverse impact on Buyer's ability to obtain the Permits or Approvals.

4.7 Condition of Assets; Disclaimers. Buyer acknowledges that it has fully inspected or waived the right to inspect the Purchased Assets prior to the execution of this Agreement and has

made its own determinations as to the Purchased Assets. Buyer expressly acknowledges and warrants that Buyer is accepting the Purchased Assets on an “AS IS” “WHERE IS” “WITH ALL FAULTS CONDITION” and all latent or patent defects, with regard to all aspects of the Purchased Assets without warranty or representation of any kind by Seller or any of Seller’s managers, members, officers, directors, employees, partners, agents, representatives, beneficiaries, attorneys, subsidiaries, Affiliates, contractors subcontractors, successors and assigns. BUYER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE PROVIDED FOR IN THE REPRESENTATIONS AND WARRANTIES IN ARTICLE 3 OF THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO: ANY MATTER RELATED TO THE PURCHASED ASSETS (INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED FROM OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PURCHASED ASSETS; THE PHYSICAL CONDITION OF THE PURCHASED ASSETS; THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS IN, ON OR ABOUT THE PURCHASED ASSETS OR ANY OTHER MATTER RELATED TO THE ENVIRONMENTAL CONDITION OF THE PURCHASED ASSETS; THE HABITABILITY OF THE PURCHASED ASSETS; THE ZONING OF THE PURCHASED ASSETS; THE POSSIBILITY OF DEVELOPING OR USING THE PURCHASED ASSETS IN THE MANNER CONTEMPLATED BY BUYER OR OBTAINING ANY CONSENTS, APPROVALS, PERMITS, AUTHORIZATIONS OR ENTITLEMENTS IN CONNECTION THEREWITH; THE VALUE OF THE PURCHASED ASSETS; THE MERCHANTABILITY OR FITNESS OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE OR USE; THE ACCURACY, COMPLETENESS, OWNERSHIP OR TRANSFERABILITY OF ANY DOCUMENTS OR OTHER MATERIALS FURNISHED TO BUYER WITH RESPECT TO THE PURCHASED ASSETS (OR ANY PORTION THEREOF); OR ANY OTHER MATTER OR THING RELATED TO THE PURCHASED ASSETS). BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS OR SKETCHES, PROJECTIONS, PRO FORMAS, STATEMENTS, REPRESENTATIONS, GUARANTEES OR WARRANTIES (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OR MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER.

ARTICLE 5

COVENANTS

5.1 Access to Books and Records. During the Cooperation Period, each Party shall afford, the other Party and its Affiliates reasonable access, during normal business hours, to the books, records and other data relating to the operation of the Business prior to the Closing in its possession to the extent that such access may be reasonably required by the requesting Party in connection with (a) the preparation of Tax Returns, (b) the determination or enforcement of rights and obligations under this Agreement, (c) compliance with the requirements of any Governmental Authority, (d) in connection with any threatened or actual legal proceeding, (e) in connection with any audit of the Business for any pre-Closing period, or (f) in connection with administering the Bankruptcy Cases, or any subsequent case brought under Chapter 7 of the Bankruptcy Code. During such period neither Party shall dispose of or destroy any books, records or other data relating to the operation of the Business prior to the Closing unless such Party gives the other Party thirty (30) days’ prior written

notice thereof and the option to retain such books, records or other data. Further, Buyer shall maintain all records including healthcare records for the periods required by Law.

5.2 Cooperation; Transition Services. Within fifteen (15) Business Days following the Closing, Seller shall migrate all of Seller's data and financial information to Buyer at Buyer's sole cost and expense. Seller hereby covenants and agrees that for a period of ninety (90) days following the Closing, it shall use commercially reasonable efforts to re-direct all digital references known as computer hyperlinks or links that direct access to any website or URL of or for Avantevet.com or DREVeterinary.com, to a website or URL of Buyer's choosing, at Buyer's sole cost and expense.

5.3 Use of Leased Premises. Subject to the terms and conditions of this Agreement, the Buyer may occupy and conduct its business at and from the Leased Premises from the Closing Date until December 31, 2024 (the "**Access Period**"). The Real Property Lease shall be rejected by the Debtors as of December 31, 2024. Buyer shall have removed all physical Purchased Assets from the Leased Premises prior to such date. During the Access Period, Seller shall provide reasonable access to the Leased Premises for purposes of the Buyer's use thereof and removal of the Purchased Assets. Seller shall timely pay the landlord of the Leased Premises the December Rent due under the Real Property Lease. All utility charges, occupancy costs and ad valorem, real property, personal property and similar Taxes with respect to the Leased Premises and the Purchased Assets therein shall be prorated as of the Closing Date pursuant to Section 2.5(e).

5.4 Further Assurances. Subject to the terms and conditions of this Agreement, at any time or from time to time after the Closing, at Buyer's reasonable request and at the Buyer's sole cost and expense, Seller shall execute and deliver to Buyer such other instruments of sale, transfer, conveyance and assignment, provide such materials and information and take such other actions as Buyer may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Buyer, and to confirm Buyer's title to, all of the Purchased Assets.

5.5 Buyer's Closing Deliveries. At the Closing, Buyer shall deliver the following to Seller:

- (a) the Closing Payment;
- (b) the Related Agreements to which Buyer is a party, duly executed by Buyer;
- (c) the Closing Statement, duly executed by Buyer;

(d) a certificate of a duly authorized representative of Buyer (the "**Buyer Organizational Approval Certificate**") (i) certifying that attached to such certificate are true and complete copies of (A) Buyer's organizational documents, each as amended through and in effect on the Closing Date and (B) resolutions of the authorized representative of Buyer, authorizing the execution, delivery and performance of this Agreement and the Related Agreements to which Buyer is a party and the consummation of the transactions contemplated by this Agreement and the Related Agreements, and (ii) certifying as to the incumbency of the officer of Buyer executing this Agreement and the Related Agreements to which Buyer is a party;

- (e) a certificate of good standing for Buyer from the Ohio Secretary of State; and

(f) all instruments of transfer or assignment, certificates, deeds, bills of sale, evidence of filing or recording, and other documents as are reasonably necessary to effectuate the sale of the Purchased Assets.

5.6 Seller's Closing Deliveries. At the Closing, Seller shall deliver the following to Buyer:

- (a) the Related Agreements to which Seller is a party, duly executed by Seller;
- (b) the Closing Statement, duly executed by Seller and Lender;
- (c) a certificate of a duly authorized representative of Seller (the “**Seller Organizational Approval Certificate**”) (i) certifying that attached to such certificate are true and complete copies of (A) each Seller's organizational documents, each as amended through and in effect on the Closing Date and (B) resolutions of the authorized representative of Seller, authorizing the execution, delivery and performance of this Agreement and the Related Agreements to which Seller is a party and the consummation of the transactions contemplated by this Agreement and the Related Agreements, and (ii) certifying as to the incumbency of the officer of Seller executing this Agreement and the Related Agreements to which Seller is a party;
- (d) keys to the Leased Premises;
- (e) a certificate of status for Seller from the Delaware Secretary of State; and
- (f) the Sale Order entered by the Bankruptcy Court providing authority for Seller to conduct the transactions hereunder.

5.7 Employees.

(a) Prior to Closing, Seller shall have provided Buyer with Schedule 3.5 detailing all Seller Employees, including, for each Seller Employee, (A) his or her name, date of hire, job title, full-time/part-time status, exempt/non-exempt status, bonus eligibility, commission eligibility, severance entitlement, current compensation paid or payable, and status (e.g., leave of absence, disability, layoff, active, temporary), (B) the amount of accrued but unused paid time off or unused sick time (excluding any unused paid time off or unused sick time beyond the applicable hour cap for employees based on seniority provided for in Seller's employee policies) for each Seller Employee as of the Closing Date (collectively, “**Accrued PTO**”) and (C) the aggregate value of the Accrued PTO as of the Closing Date.

(b) Prior to the Closing Date, Buyer shall have provided a list set forth on Schedule 5.7(b) to Seller of each Seller Employee to whom it will provide an employment offer pursuant to this Section 5.7(b) (the “**Offered Employees**”). At Closing, Buyer shall extend to each Offered Employee a written offer of employment providing for a position that is the same or no less favorable than such employee's position immediately prior to the Closing, on such terms and conditions of employment established by Buyer in its sole discretion (“**Transfer Offer**”) and that, if accepted, shall become effective immediately after the Closing (such that no period of unemployment shall occur between employment with Seller and employment with Buyer). Buyer agrees that it shall be responsible for any associated Liabilities arising under the WARN Act or any comparable state or local Laws. Seller Employees who accept such Transfer Offers and begin active employment with Buyer in accordance with this Section 5.7 shall be referred to herein as “**Transferred Employees.**” Nothing herein shall be

construed as a representation or guarantee by Seller or any of their respective Affiliates that any or all of the employees of Seller will accept the Transfer Offer or will continue in employment with Buyer following the Closing for any period of time. Buyer shall use commercially reasonable efforts to effect the timely transfer of employment to it of each such Transferred Employee who has accepted a Transfer Offer. Seller shall cooperate with Buyer in providing information reasonably requested by Buyer to facilitate hiring and establishing benefits for Offered Employees and Transferred Employees, respectively. Effective as of the Closing, each Transferred Employee shall cease to be an employee of Seller or its Affiliates.

(c) The provisions of this Section 5.7 are for the sole benefit of the Parties and nothing herein, express or implied, is intended or shall be construed to confer upon or give any Person (including for the avoidance of doubt any Seller Employees or Transferred Employees), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Section 5.7 or under or by reason of any provision of this Agreement). Nothing contained herein, express or implied: (i) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement; (ii) shall, subject to compliance with the other provisions of this Section 5.7, alter or limit Buyer's or Seller's ability to amend, modify or terminate any particular benefit plan, program, agreement or arrangement; or (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

(d) Effective as of the Closing, Buyer and Buyer's Affiliates shall be responsible for all obligations, Liabilities and commitments in respect of claims arising after the Closing made by any Transferred Employee and solely based on events, actions or conduct occurring after the Closing.

5.8 Implementation Transaction.

(a) Seller shall undertake the Sale related to the Bankruptcy Cases pursuant to this Agreement.

(b) The Debtors shall have filed the Sale Motion seeking an expedited hearing at which the Bankruptcy Court shall act upon Debtors' motion to approve this transaction and enter the Sale Order.

(c) Seller hereby agrees to provide the Buyer and its counsel with copies of all material motions, applications, supporting papers and notices prepared by any Debtor (including, without limitation, forms of orders and notices to interested parties) that relate primarily to this Agreement or the Buyer as soon as reasonably practical under the circumstances, prior to the filing of same.

(d) Seller shall obtain, and Buyer shall cooperate in, entry of the Sale Order by the Bankruptcy Court in a form that includes such terms and conditions that are reasonably acceptable to Buyer and Seller.

5.9 Insurance Matters. Buyer acknowledges that, upon Closing, all nontransferable insurance coverage provided in relation to Seller and the Purchased Assets that is maintained by Seller or its Affiliates (whether such policies are maintained with third party insurers or with Seller or its

Affiliates) shall cease to provide any coverage to Buyer and the Purchased Assets and no further coverage shall be available to Buyer or the Purchased Assets under any such policies.

ARTICLE 6

RESERVED

ARTICLE 7

RESERVED

ARTICLE 8

MISCELLANEOUS

8.1 Expenses. Except as specifically set forth in this Agreement or any Related Agreement, the Parties shall bear their own expenses, including, without limitation, fees, disbursements and other costs of any attorneys, accountants and other advisors, in connection with this Agreement, the Related Agreements, and the transactions contemplated hereby and thereby.

8.2 Notices. All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be (a) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, (b) transmitted by hand delivery, (c) sent by electronic means, or (d) sent by nationally recognized overnight courier for next Business Day delivery, addressed as follows:

Seller: c/o Avante Health
8700 W. Bryn Mawr Ave.
Suite 720 S
Chicago, IL 60603
Attention: Matt Tschanz
Email: matthew.tschanz@avantehs.com

With a simultaneous copy to: Polsinelli PC
222 Delaware Avenue, Suite 1101
Wilmington, Delaware 19801
Attention: Chris Ward
Email: CWard@Polsinelli.com

Buyer: c/o David Ganim

Email:

With a simultaneous copy to: McDonald Hopkins LLC
300 North LaSalle Street, Suite 1400
Chicago, Illinois 60022
Attention: Marc Carmel

Email: mcarmel@mcdonaldhopkins.com

Carlile Patchen & Murphy LLP
950 Goodale Blvd., Suite 200
Columbus, Ohio 43212
Attention: Jack C. Butler
jbutler@cpmlaw.com

AHS Acquisition
Holdings, LLC

c/o Staple Street Capital
1290 Avenue of the Americas, 10th floor
New York, New York 10104
Attention: Hootan Yaghoobzadeh; Rashid Lattouf
Hootan@staplestreetcapital.com;
rlattouf@staplestreetcapital.com

With a simultaneous
copy to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Adam Harris
Adam.harris@srz.com

or, in each case, such other address as may be specified in writing to the other Party.

All such notices, requests, demands, waivers and other communications shall be deemed to have been received (w) if by first-class, registered or certified mail, on the fifth (5th) Business Day after the mailing thereof, (x) if by hand delivery, on the day after such delivery, (y) if by electronic means and the transmitting Party receives a transmission receipt dated the day of transmission, on the same day as the transmission, and (z) if by nationally recognized overnight courier, on the next Business Day after deposit with such courier.

8.3 Confidentiality. Buyer acknowledges that Evaluation Material (as defined in the Confidentiality Agreement) has been, and in the future will be, provided to it in connection with this Agreement, including under Section 5.1, and is subject to the terms of the confidentiality agreement dated as of October 30, 2024, by and between Seller and Buyer (the “**Confidentiality Agreement**”), the terms of which are incorporated herein by reference. Buyer acknowledges and understands that this Agreement and related documents may be publicly filed in the Bankruptcy Court and further made available by Seller (i) to their pre-and post- petition secured lenders and their respective advisors and (ii) to prospective bidders or contract counterparties, and that such disclosure will not be deemed to violate any confidentiality obligations owing to Buyer, whether pursuant to this Agreement, the Confidentiality Agreement or otherwise.

8.4 Amendment; Waivers, Etc. Subject to the Sale Order, no amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time.

8.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.6 Assignment. Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned by either Party without the prior written consent of the other Party. No permitted assignment of this Agreement by a Party will relieve such Party of any of its obligations under this Agreement.

8.7 Parties in Interest. This Agreement and the Related Agreements shall be binding upon and inure solely to the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement or any Related Agreement, expressed or implied, is intended to confer upon any other Person any rights or remedies of any nature under or by reason of this Agreement or any Related Agreement.

8.8 No Liability. No individual officer, director, employee, manager, Affiliate, agent, or representative of Seller shall have Liability for any of the obligations hereunder or claims of any kind in connection herewith.

8.9 Counterparts; Facsimile Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties. Counterparts may be executed by hand or by any electronic signature complying with state or federal law, including the U.S. federal ESIGN Act of 2000, as amended (the “**ESIGN Act**”). Executed counterparts may be delivered via facsimile, electronic mail or other similar transmission method, and any executed counterpart so delivered shall be valid and effective for all purposes. No Party shall raise the use of any electronic signature that complies with the ESIGN Act (including www.docusign.com), or the use of a facsimile machine, electronic mail or other similar transmission method as a means to deliver a signature to this Agreement or any amendment hereto as a defense to the formation or enforceability of a contract and each Party forever waives any such defense.

8.10 Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and the Related Agreements shall be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of Law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

8.11 Jurisdiction. Each of the Parties agrees that any proceeding brought to enforce the rights or obligations of any Party under this Agreement or any Related Agreement shall be commenced and maintained in the Bankruptcy Court, and the Bankruptcy Court shall have exclusive jurisdiction over any such proceeding. Each of the Parties consents to the exercise of jurisdiction over it and its properties, in accordance with the terms of this Section, with respect to any proceeding arising out of or in connection with this Agreement, any Related Agreement or the transactions contemplated hereby or thereby, or the enforcement of any rights under this Agreement or any Related Agreement. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY ANY OTHER PARTY IN CONNECTION WITH

ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PROPERTY OR THE RELATIONSHIP OF THE PARTIES HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

8.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated hereby. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 8.22 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated hereunder and without that right, neither Seller nor Buyer would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 8.12 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Seller pursuant to this Section 8.12 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller from seeking to collect or collecting damages. In no event will this Section 8.12 be used, alone or together with any other provision of this Agreement, to require any Seller to remedy any breach of any representation or warranty made by any Seller herein.

8.13 Severability. If any provision of this Agreement is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever, so long as this Agreement, taken as a whole, still expresses the material intent of the Parties. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions of this Agreement.

8.14 Entire Agreement. This Agreement and the Related Agreements constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. There are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as set forth specifically herein.

8.15 Employees Not Third-Party Beneficiaries. Nothing in this Agreement or the Related Agreements is intended to confer upon any past, present or future employee of Seller or its Affiliates or his or her legal representatives or heirs any rights as a third-party beneficiary or otherwise or any other rights or remedies of any nature or kind whatsoever under or by reason of the transactions contemplated by this Agreement or by the Related Agreements, including, without limitation, any rights of employment, continued employment or any rights under or with respect to any employee benefit, welfare benefit, pension or other fringe benefit plan, fund, program or arrangement.

8.16 Bulk Sales or Transfer Laws. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any Liens in the Purchased Assets, including any Liens or claims arising out of the bulk transfer Laws except Permitted Liens, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws in all applicable jurisdictions in respect of the transactions contemplated hereunder.

8.17 No Inferences. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party.

8.18 Mutual Release. Effective as of the Closing Date, in exchange for the representations, warranties, covenants, agreements and consideration contained herein, to the fullest extent permitted by Law, each of the Seller and its related parties, the Buyer and its related parties, and Agent (collectively, the “**Releasing Parties**”) forever waives, releases and discharges each of the other Releasing Parties and each of their respective past, present and future direct and indirect owners, directors, officers, employees, agents, advisors, representatives, successor and assigns, from and against any and all claims or causes of action of any kind whatsoever, whether known or unknown, that such Releasing Party has, had or may now or in the future have, against each of the other Releasing Parties and each of their past, present and future direct and indirect owners, directors, officers, employees, agents, advisors, representatives, successor and assigns by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence or other matter occurring on or prior to the Closing Date.

8.19 Survival of Representations and Warranties. None of the representations or warranties of Seller set forth in this Agreement, any Related Agreement, or in any other agreement or certificate executed in connection with, or delivered pursuant to, this Agreement shall survive the Closing. Other than the requirements of further assurances and actions specifically identified to be taken post-Closing, all other covenants of Seller shall expire upon Closing.

8.20 Schedules. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules, and any disclosure in the Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached Exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules or Exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or Exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in the

Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

8.21 Interpretation. In this Agreement, unless the context otherwise requires: (a) references to this Agreement are references to this Agreement and to the Schedules and Exhibits hereto; (b) references to Articles and Sections are references to articles and sections of this Agreement; (c) references to any party to this Agreement shall include references to its respective successors, its designees, and permitted assigns; (d) references to a judgment shall include references to any order, writ, injunction, decree, determination or award of any court or tribunal; (e) the terms "hereof," "herein," "hereby," and any derivative or similar words will refer to this entire Agreement; (f) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced by the parties thereof from time to time; (g) references to any Law are references to that law as of the Closing Date, unless the context requires otherwise, and shall also refer to all rules and regulations promulgated thereunder, unless the context requires otherwise; (h) the word "including" shall mean including without limitation; and (i) references to time are references to Eastern Time unless otherwise specified herein; and (j) in the event the time for an act or notice falls on a day that is not a Business Day, the time will automatically be extended to the next Business Day.

8.22 SUBMISSION TO JURISDICTION. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, AND ANY APPELLATE COURT ARISING THEREFROM, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE DOCUMENTS ENTERED INTO IN CONNECTION HERewith OR FOR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURT. EACH OF THE PARTIES AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND BINDING ON SUCH PARTY. TO THE EXTENT THAT THE BANKRUPTCY COURT LACKS JURISDICTION, THEN THE REFERENCE ABOVE TO "THE BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE" SHALL BE "THE DELAWARE STATE TRIAL AND APPELLATE COURTS."

8.23 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE DOCUMENTS RELATED HERETO, ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY RELATED TRANSACTIONS.

8.24 Publicity. Neither Seller nor Buyer shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereunder without obtaining the prior written approval of the other Party, which approval will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Buyer or Seller, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement; provided that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof.

8.25 Time of the Essence. Time is of the essence for purposes of this Agreement and the rights and obligations of the Parties hereunder.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by their duly authorized representatives as of the date first above written.

SELLER:

D.R.E. MEDICAL GROUP, INC.

By: _____
Its: _____

BUYER:

DRE RESUME, LLC

By: _____
Its: _____

**AHS ACQUISITION HOLDINGS, LLC (solely for purposes of
Sections 2.5, 2.9, 8.2, 8.12 and 8.18 of this Agreement)**

By: _____
Its: _____