

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

In re:

BOUNDLESS BROADBAND, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10948 (BLS)

Jointly Administered

Related to Docket No. 521, 523 & 580

**ORDER (I) AUTHORIZING THE SALE OF THE DEBTORS' CLAIMS AGAINST
GIGAPOWER, LLC FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND
ENCUMBRANCES, AND (II) GRANTING OTHER RELATED RELIEF**

Upon the motion (“**Litigation Claim Sale Motion**” or the “**Motion**”)² of the above-captioned Debtors for entry of a sale order (this “**Sale Order**”), granting (a) approval of a private sale (“**Litigation Claim Sale**”) of the Debtors’ claims against Gigapower, LLC free and clear of any liens, claims, interests, and encumbrances pursuant to the purchase agreement between Tilson Technology Management, Inc. (“**TTMI**” or the “**Seller**”), on the one hand, and Winston I LLC or its approved assignee, on the other, (the “**Purchaser**”), a copy of which is attached hereto as **Exhibit 1** (collectively with the Tilson Transfer, the Boundless Broadband Transfer, the Assignment Agreement, each as defined in the Purchase Agreement, and all other documents in connection therewith, “**Purchase Agreement**”), and (b) other related relief; and this Court having jurisdiction over this matter 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

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Boundless Broadband, LLC (9851), Tilson Technology Management, Inc. (9537) and Tilson Middle Street Holding, LLC (9323). The Debtors’ mailing address is 16 Middle Street, 4th Floor, Portland, ME 04101.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Litigation Claim Sale Motion, the DIP Order (as defined in the Motion), or the Purchase Agreement, as applicable.

February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Litigation Claim Sale Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and upon the First Day Declaration and the Arrowsmith Declaration; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Litigation Claim Sale Motion and opportunity for hearing on the Litigation Claim Sale Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Litigation Claim Sale Motion and the evidence in support thereof and having heard the statements in support of the relief requested in the Litigation Claim Sale Motion, as well as the resolution of objections or issues raised by other parties and resolved by inclusion of conforming language herein and discussed at a hearing before this Court ("**Litigation Claim Sale Hearing**"), if any; and this Court having determined that the legal and factual bases set forth in the Litigation Claim Sale Motion and at the Litigation Claim Sale Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor:

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. *Jurisdiction and Venue.* This Court has jurisdiction over this matter 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. Consideration of the Motion

³ In accordance with Bankruptcy Rule 7052, any proposed finding of fact more properly classified as a proposed legal conclusion shall be deemed as such, and any proposed conclusion of law more properly classified as a proposed factual finding shall also be deemed as such.

constitutes a core proceeding under 28 U.S.C. § 157(b)(2). The Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. *Notice.* As evidenced by the affidavits of service filed with this Court, proper, timely and sufficient notice of the Litigation Claim Sale Motion and the transactions contemplated thereby, and a reasonable opportunity to object or be heard or otherwise submit higher and better offers for some or all of the Litigation Claim, has been afforded in accordance with all applicable requirements, including under Bankruptcy Code sections 102(1) and 363(b), Bankruptcy Rules 2002, 6004 and 6006, and Local Rules 2002-1 and 6004-1. The Sale Notice [D.I. ___] constitutes good, sufficient and appropriate notice of the proposed sale under the circumstances, and no other or further notice is or shall be required. The form of the Sale Notice is approved.

C. *Best Interest of the Estates.* The Purchase Agreement, including the form and total consideration to be realized by the Debtors under the Purchase Agreement (including, without limitation, the cash consideration to be paid thereunder), (a) is fair and reasonable; and (b) is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

D. *Business Judgment.* The Debtors have demonstrated both (a) good, sufficient, and sound business purposes and justifications for approving the Purchase Agreement, and (b) compelling circumstances for the sale outside the ordinary course of business, pursuant to Bankruptcy Code section 363(b) before, and outside of, a plan of reorganization or liquidation, in that, among other things, the immediate consummation of the Litigation Claim Sale to Purchaser is necessary and appropriate to maximize the value of the Debtors' estates.

E. *Sufficient Marketing.* The Debtors and their professionals have adequately and appropriately marketed the Litigation Claim in accordance with the Debtors' fiduciary duties.

Parties and prospective purchasers were afforded a reasonable and fair opportunity to submit competing offers for the Litigation Claim. The Debtors conducted the sale process without collusion and in accordance with their business judgment.

F. *Regulatory and Police Powers.* Without limiting the provisions in paragraph 7 of this Sale Order, the United States' and any State's police and regulatory powers against the Debtors, the Purchaser, and any non-debtor party are reserved, as are all rights and defenses that the Debtors, the Purchaser, and any non-debtor party may have with regard to such police and regulatory powers.

G. *No Insiders.* The sale process was at arm's length, non-collusive, in good faith, and substantively and procedurally fair to all parties in interest. The Purchaser is not an "insider" of the Debtors, as that term is defined in Bankruptcy Code section 101(31), and no officer, director, manager, or other insider of the Debtors holds any interest in or is otherwise related to the Purchaser.

H. *Good Faith Purchaser.* The Purchaser is purchasing the Litigation Claim and has entered into the Purchase Agreement in good faith and is a good-faith buyer within the meaning of Bankruptcy Code section 363(m), is therefore entitled to the full protection of that provision and otherwise has proceeded in good faith in all respects. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Purchase Agreement to be avoided under Bankruptcy Code section 363(n).

I. *Consideration.* The consideration provided by the Purchaser (a) is fair and reasonable, (b) is the highest or otherwise best offer for the Litigation Claim, and (c) constitutes reasonably equivalent value (as those terms are defined in each of the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and Bankruptcy Code section 548). The Purchase

Agreement was not entered into, and none of the Debtors or the Purchaser have entered into the Purchase Agreement or propose to consummate the Litigation Claim Sale for the purpose of (i) escaping liability for debts of any Debtor, or (ii) hindering, delaying, or defrauding present or future creditors of any Debtor, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims, whether under the Bankruptcy Code or under any other 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.

J. *No Merger.* The Purchaser is not a mere continuation of Seller, the Debtors, or their estates, and there is no continuity of enterprise between the Purchaser and any Debtor. The Purchaser is not holding itself out to the public as a continuation of any Debtor. The Purchaser is not a successor to any of the Debtors or their estates, and the Sale does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and any Debtor.

K. *Sale Free and Clear of Liens and Claims.* Except as set forth in paragraph L below, the Debtors may sell the Litigation Claim free and clear of all liens (as defined in section 101(37) of the Bankruptcy Code), claims (as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, interests, and encumbrances of any kind or nature whatsoever (collectively, the “**Claims**”), because one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied in each case. Subject to the terms of this Sale Order, each entity with any Claims against the Litigation Claim: (i) has, subject to the terms and conditions of this Sale Order, consented to the Litigation Claim Sale or is deemed to have consented to the Litigation Claim Sale; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Claims; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of Claims who did not object to the Litigation Claim Sale Motion

are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Notwithstanding anything to the contrary in this Sale Order or the Purchase Agreement, the Litigation Claim constitutes “Collateral” as that term is defined in the DIP Order, and (i) all Claims against the Litigation Claim sold free and clear pursuant to this Sale Order, including all Claims of the Secured Parties granted under the DIP Order, the DIP Loan Documents and/or the Prepetition Loan Documents (as such terms are defined in the DIP Order), shall automatically attach to the Purchase Price and all other proceeds of the Litigation Claim Sale in the same order of priority, validity, force and effect as they had against the Litigation Claim prior to the Litigation Claim Sale and, as to Claims other than those held by the Secured Parties pursuant to the DIP Order, the DIP Loan Documents, and/or the Prepetition Loan Documents, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto. Pursuant to Section 2.6 of the Purchase Agreement, the Claims of the Secured Parties on the Litigation Claim shall not be released unless and until payment of the Purchase Price is received by the DIP Agent. All proceeds of the Litigation Claim Sale shall be indefeasibly paid to the DIP Agent and/or Prepetition Agent (as applicable) pursuant to terms of Section 5.3 of the DIP Order on a final and non-avoidable basis, and shall not, without the written consent of the DIP Agent, be subject to any reductions, withholdings, or setoff.

L. *Gigapower’s Defenses and Counterclaims Preserved.* Notwithstanding any provision of the Sale Order and Purchase Agreement to the contrary, the Litigation Claim Sale shall fully preserve and in no way bar, estop, enjoin, waive, release, impair, or limit Gigapower’s ability to assert any defenses, including setoff and recoupment, or any counterclaims against Seller, Debtors, Purchaser, or any other party asserting the Litigation Claim against Gigapower.

M. *Termination Fee.* The Debtors have articulated good and sufficient reasons for this Court to approve the Termination Fee on the terms set forth in the Purchase Agreement.

N. *Validity of Sale.* The consummation of the Litigation Claim Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation Bankruptcy Code sections 105(a), 363(b), 363(f), and 363(m), and all of the applicable requirements of such sections have been complied with in respect of the transaction. The Litigation Claim Sale does not constitute a *sub rosa* or *de facto* chapter 11 plan for which approval has not been sought without the protections that a disclosure statement would afford.

IT IS HEREBY ORDERED THAT:

1. *Relief Granted/Final Order.* The relief requested in the Litigation Claim Sale Motion is hereby granted, as set forth herein.

2. *Authorization to Consummate Transactions.* Pursuant to Bankruptcy Code sections 363(b) and (f), the Seller is authorized, empowered, and directed to use its reasonable best efforts to take any and all actions necessary or appropriate to consummate the Litigation Claim Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement and execute and deliver, perform under, consummate, implement, and fully close the Purchase Agreement, in accordance with the procedures set forth in the Purchase Agreement (including, but not limited to, the Transfers), together with additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Litigation Claim Sale; provided, however, any such additional instruments and/or documents are subject to the consent of the DIP Agent pursuant to the DIP Order and the DIP Loan Documents.

3. *Transfer of the Litigation Claim Authorized.* Pursuant to Bankruptcy Code sections 105(a), 363(b), and 363(f), the Debtors are authorized and directed to transfer the equity interests

in Tilson Southwest to the Purchaser on the Closing Date in accordance with the terms of the Purchase Agreement, including the Transfers, and such Transfers shall constitute a legal, valid, binding, and effective transfer of the Litigation Claim and shall vest the Purchaser with control over the Litigation Claim.

4. *Transfer Free and Clear of Interests.* Upon Closing, and except as otherwise set forth in this Sale Order (including paragraph 5 of this Sale Order) or the Purchase Agreement (including Section 2.6 of the Purchase Agreement), the transfer of the equity of Tilson Southwest, and thereby the transfer of the Litigation Claim in accordance with the Purchase Agreement to the Purchaser, shall be free and clear of all Claims, with such Claims, including those of the Secured Parties granted under the DIP Order, the DIP Loan Documents, and the Prepetition Loan Documents, automatically attaching to all proceeds of the Litigation Claim Sale in the order of priority of such Claims, with the same validity, force, and effect as they had against the Litigation Claim prior to the Litigation Claim Sale and, as to Claims other than those held by the Secured Parties under the DIP Order, the DIP Loan Documents and/or the Prepetition Loan Documents, subject to any rights, claims, and defenses that the Debtors or their estates, as applicable, may possess with respect thereto. For the avoidance of doubt, pursuant to Section 2.6 of the Purchase Agreement, the Claims of the Secured Parties on the Litigation Claim shall not be released unless and until payment of the Purchase Price is received by the DIP Agent. Notwithstanding anything to the contrary in this Sale Order or the Purchase Agreement, upon Closing and pursuant Section 5.3 of the DIP Order, the Purchase Price and all other proceeds of the Litigation Claim Sale shall be indefeasibly paid to the DIP Agent for application to the DIP Obligations in such order and manner as the DIP Agent may determine in its discretion, in accordance with the terms of the DIP Order and the DIP Loan Documents, except that by

agreement of the DIP Agent, on the Closing Date, the Debtors shall have available between their various bank accounts no less than \$2,500,000 in the aggregate to fund actual and reasonable costs and professional fees related to the wind down of the Debtors' cases and their estates (including, but not limited to, a portion of the actual cost incurred by the Debtors to CIGNA with respect to post-petition employee health insurance claims for periods prior to the closing date of the ITG sale), subject to agreement of the Debtors and the DIP Agent on a cash collateral budget that shall not require further Court approval provided it is filed with the Court with an accompanying certification of counsel confirming that the budget is acceptable to the DIP agent, counsel to the Committee, and the U.S. Trustee. After the DIP Obligations have been indefeasibly paid in full, all remaining proceeds of the Purchase Price and the Litigation Claim Sale shall be remitted to the Prepetition Agent for application to the Prepetition Secured Obligations (as such terms are defined in the DIP Order), in such order and manner as the Prepetition Agent may determine in its discretion, in accordance with the terms of the DIP Order and the Prepetition Loan Documents (as such term is defined in the DIP Order). Payment of the Purchase Price and the proceeds of the Litigation Claim to the Secured Parties (as defined in the DIP Order) shall be on a final, nonavoidable basis and, other than as set forth herein, shall not be subject to any reduction, withholding or setoff. Nothing in this Sale Order shall be deemed to modify, alter or impair the terms and provisions of the DIP Order, the DIP Loan Documents, the Prepetition Loan Documents, or any liens or security interests of the Secured Parties in assets that are not the Litigation Claim.

5. *Gigapower's Defenses and Counterclaims Preserved.* Notwithstanding any provision of the Sale Order and Purchase Agreement to the contrary, the Litigation Claim Sale fully preserves and in no way bars, estops, enjoins, waives, releases, impairs, or limits Gigapower's

ability to assert any defenses, including setoff and recoupment, or any counterclaims against Seller, Debtors, Purchaser, or any other party asserting the Litigation Claim against Gigapower.

6. *Legal, Valid, and Marketable Transfer with Permanent Injunction.* The transfer of the Litigation Claim to the Purchaser pursuant to the Purchase Agreement constitutes a legal, valid, and effective transfer of good and marketable title of the Litigation Claim, and vests, or will vest, the Purchaser's entity with all right, title, and interest to the Litigation Claim, free and clear of all Claims, except as otherwise expressly stated in this Sale Order or the Purchase Agreement. Subject to the terms of this Sale Order (including the exceptions within paragraph 5 of this Sale Order) and the Purchase Agreement, all persons holding Claims against the Debtors or the Litigation Claim are, after the Closing Date, hereby and forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assignees, its property, or the Litigation Claim, any Claims existing, accrued, or arising prior to the Closing.

7. *Cancellation of Third Party Interests.* Subject to the terms of this Sale Order, if any person or entity that has filed statements or other documents or agreements evidencing Claims on or in all or any portion of the Litigation Claim has not delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Claims which such person or entity has or may assert with respect to all or a portion of the Litigation Claim, the Debtors and the Purchaser are each independently authorized to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Litigation Claim; *provided* that, notwithstanding the foregoing, the provisions of this Sale Order authorizing the transfer of the Litigation Claim upon the Closing free and clear of all Claims shall be self-executing, and it

shall not be, or be deemed, necessary for any person or entity to execute or file releases, termination statements, assignments, consents, or other instruments in order for the provisions of this Sale Order to be implemented.

8. *No Successor Liability.* Except as otherwise expressly provided herein or in the Purchase Agreement, the Purchaser shall not be liable for any Claims against the Debtors or any of their predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, without limitation, under any theory of antitrust, environmental, successor, or transfer reliability, labor law, de facto merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing Date, now existing, or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, without limitation, liabilities on account of warranties, intercompany loans, receivables among the Debtors and their affiliates, environmental liabilities, and any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Litigation Claim prior to the Closing.

9. *Termination Fee Approved.* The Termination Fee is approved. The Debtors are authorized and directed to pay the Termination Fee to the Purchaser if, and to the extent, such amount becomes due and payable under the terms of Purchase Agreement. The Termination Fee shall constitute an allowed administrative expense claim against the Debtors' bankruptcy estates pursuant to Bankruptcy Code sections 503(b) and 507(a)(2) payable solely from the proceeds of any Alternative Transaction at or as soon as possible following the closing of any Alternative Transaction and to the extent provided in the Purchase Agreement.

10. *KEIP and KERP Obligations.* All remaining obligations of the Debtors and their estates with respect to the Court-approved KEIP and KERP programs are automatically waived, terminated and released.

11. *Objections Overruled.* Except as otherwise expressly provided in this Sale Order, all objections to the Litigation Claim Sale Motion and the relief requested therein that have not been withdrawn, waived, or settled by announcement to this Court during the Litigation Claim Sale Hearing or by stipulation filed with this Court, including, without limitation, any and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits, with prejudice. Those parties who did not object, or withdrew their objections, to the Litigation Claim Sale Motion are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2).

12. *Sale Order and Purchase Agreement Binding on All Parties.* This Sale Order and the Purchase Agreement, as modified by Paragraph 13 below, shall be binding in all respects upon all creditors (whether known or unknown) of, and holders of equity interests in, the Debtors (whether known or unknown), agents, trustees and collateral trustees, holders of Claims in, against, or on the Litigation Claim, all successors and assignees of the Debtors, including, without limitation, any and all present or future affiliates of the foregoing, and any subsequent trustees appointed in these Chapter 11 Cases or upon a conversion of these Chapter 11 Cases to one or more cases under Chapter 7 of the Bankruptcy Code and shall not be subject to rejection, avoidance, termination, or unwinding under any circumstances.

13. *Modifications to Purchase Agreement.* Notwithstanding any provision of the Sale Order and Purchase Agreement to the contrary, the Purchase Agreement is modified as follows:

- a. Preamble is replaced with the following: “Purchase and Sale Agreement for Litigation Claims, dated as of September 30, 2025 (as may be amended, restated, supplemented, or otherwise modified from time to time, the “**Agreement**”), between Tilson Technology Management, Inc., a Maine corporation with offices located at 16 Middle Street, 4th Floor, Portland, Maine 04101 (the “**Seller**”) and Winston I LLC, a Delaware limited liability company with its registered office located at 251 Little Falls Drive, Wilmington, Delaware 19808 (the “**Purchaser**” and together with the Seller, the “**Parties**” and each a “**Party**”).”
- b. Definition of “Key Person Agreement” is replaced with the following: “means that certain Key Person Retention Agreement, dated on or around the date hereof (as may be amended from time to time) between the Purchaser and certain key persons designated by Purchaser that are necessary for the success of the Litigation.”
- c. Section 4.2.1 is replaced with the following: “Seller is duly organized and validly existing under the laws of the State of Maine and is in good standing and qualified to do business in the State of Maine and all other jurisdictions in which it conducts its business and Tilson Southwest is duly organized and validly existing under the laws of the State of Delaware and is in good standing and qualified to do business in the State of Delaware and all other jurisdictions in which it conducts its business, subject to any applicable rules and regulations of the Bankruptcy Code or as applicable in connection with the Chapter 11 Case.”
- d. Section 4.3.1 is replaced with the following: “Purchaser is duly organized and validly existing under the laws of the State of Delaware and is in good standing and

qualified to do business in the State of Delaware and all other jurisdictions in which it conducts its business.”

- e. Section 4.3.2 is replaced with the following: “Purchaser has the financial capability to pay the Purchase Price and the technical capability to evaluate and pursue the Claims and the Litigation.”
 - f. Section 5.3 is added as follows: “all of Seller’s physical and electronic documents, data, and other records will be preserved throughout the duration of the Texas Case, as they were kept in the ordinary course of business as required by the Texas Rules of Civil Procedure and applicable case law.”
 - g. Section 6.4 is replaced with the following: “Seller shall direct its Representatives that it becomes aware will provide testimony in connection with the Texas Case or will otherwise communicate with Gigapower or its counsel in connection with the Texas Case that the Representative should make accurate representations and statements and that none of the other directions that Seller gives pursuant to Section 6 of the Purchase Agreement excuses the Representative from the obligation to make accurate representations and statements.”
14. *Clarification of Section 6 of the Purchase Agreement.* Nothing in the Purchase Agreement shall be deemed to excuse the Debtors or their Representatives from the obligation to make accurate representations and statements in the Texas Case.
15. *No Waiver of Privilege.* Nothing in the Purchase Agreement shall be construed as a waiver of attorney-client, work product, or any related privilege.
16. *Subsequent Plan.* Nothing contained in any chapter 11 plan confirmed in these Chapter 11 Cases, the confirmation order confirming any such chapter 11 plan, any order

approving the wind down or dismissal of these Chapter 11 Cases, or any order entered upon the conversion of these Chapter 11 Cases to one or more cases under Chapter 7 of the Bankruptcy Code or otherwise shall conflict with or derogate from the provisions of the Purchase Agreement or this Sale Order. In the event there is a conflict between the terms of any subsequent chapter 11 plan or any order to be entered in these Chapter 11 Cases (including any order entered after conversion of these Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code), the terms of this Sale Order shall control. For the avoidance of doubt, nothing herein or in the Purchase Agreement is intended or shall prevent or impair the winddown of the Debtors' estates, any reorganization or liquidation pursuant to a chapter 11 plan or otherwise, or dismissal or conversion of these Chapter 11 Cases.

17. *Effective Immediately.* This order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, including Bankruptcy Rule 6004(h), for cause shown, this Sale Order shall not be stayed and shall be effective immediately upon entry, and the Debtors and Purchaser are authorized to close the Litigation Claim Sale immediately upon entry of this Sale Order and the satisfaction or waiver of all closing conditions in the Purchase Agreement. The Debtors and Purchaser may consummate the Purchase Agreement at any time after entry of this Sale Order by waiving any and all closing conditions set forth in the Purchase Agreement that have not been satisfied and by proceeding to close the Litigation Claim Sale without any notice to this Court or any other party in interest, provided that the Debtors shall provide at least two business days' advance notice to the Committee and shall have obtained the consent of the DIP Agent as and to the extent set forth in the DIP Order and the DIP Loan Documents.

18. *Bulk Sales Law.* No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Litigation Claim Sale.

19. *Amendments to Purchase Agreement.* The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof, in writing and signed by such parties, without further order of this Court, *provided* that any such modification, amendment, or supplement is (i) subject to the consent of the DIP Agent; (ii) shared with the Committee with at least one days' advance notice prior to Closing and (iii) not in conflict with paragraphs 5, 13 and 14 of this Sale Order. Any material modification, amendment, or supplement shall not be effective without further order of the Court.

20. *Authorization to Effect Order and Reservation of Rights.* The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Sale Order in accordance with the Litigation Claim Sale Motion. Nothing in this Sale Order shall prevent the DIP Agent and/or Secured Parties from exercising any and all rights and remedies to enforce the terms of this Sale Order, the DIP Order, the DIP Loan Documents, and/or the Prepetition Loan Documents, and all such rights are expressly reserved.

21. *Automatic Stay.* The automatic stay pursuant to Bankruptcy Code section 362 is hereby modified, lifted, and annulled with respect to the Debtors and the Purchaser to the extent necessary, without further order of this Court, to (a) allow Purchaser to deliver any notice provided for in the Purchase Agreement, and (b) allow Purchaser to take any and all actions permitted under the Purchase Agreement or this Sale Order.

22. *Order to Govern.* To the extent there are any inconsistencies between the terms of this Sale Order and the Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

23. *Retention of Jurisdiction.* The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Sale Order and the Purchase Agreement, including its related documents, all amendments thereto and any waivers and consents thereunder, and to adjudicate, if necessary, any and all disputes involving the Debtors concerning or relating in any way to, or affecting, or the transactions contemplated in the Purchase Agreement, and related documents.

Dated: October 15th, 2025
Wilmington, Delaware



BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Purchase Agreement