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Proposed Counsel for the Debtors and Debtors-in-Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	Chapter 11
WISER SOLUTIONS, INC., *et al.*,[1]	)	Case No. 26-80002-swe11
Debtors.	)	Joint Administration Requested

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I)(A) APPROVING BIDDING PROCEDURES, (B) APPROVING THE STALKING HORSE BID AND EXPENSE REIMBURSEMENT, (C) SCHEDULING CERTAIN DATES AND DEADLINES, (D) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (E) ESTABLISHING NOTICE AND PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES; AND (II)(A) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF ALL ENCUMBRANCES, AND (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACTS AND LEASES, AND (III) GRANTING RELATED RELIEF

[1] The last four digits of Wiser Solutions, Inc.'s federal tax identification number are 5664. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/wiser. The location of Debtor Wiser Solutions, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1875 Mission Street, Suite 103, San Francisco, CA 94103.

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE ELECTRONICALLY AT HTTPS://ECF.TXNB.USCOURTS.GOV/ NO MORE THAN TWENTY-FOUR (24) DAYS AFTER THE DATE THIS MOTION WAS FILED. IF YOU DO NOT HAVE ELECTRONIC FILING PRIVILEGES, YOU MUST FILE A WRITTEN OBJECTION THAT IS ACTUALLY RECEIVED BY THE CLERK AND FILED ON THE DOCKET NO MORE THAN TWENTY-FOUR (24) DAYS AFTER THE DATE THIS MOTION WAS FILED. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

The above captioned debtors and debtors in possession (collectively, the "Debtors") in these chapter 11 cases (collectively, the "Chapter 11 Cases"), by and through their undersigned counsel, hereby file this motion (the "Motion") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Bidding Procedures Order"), granting the relief described herein. In support thereof, the Debtors rely upon the *Declaration of Donald Harer in Support of Chapter 11 Petitions and Requests for First Day Relief* (the "First Day Declaration") filed contemporaneously herewith. In further support thereof, the Debtors respectfully represent as follows:

RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of the Bidding Procedures Order (a) approving the Bidding Procedures, by which the Debtors will solicit and select the highest or otherwise best offer for the sale of all or substantially all of the Debtors' Assets pursuant to section 363 of the Bankruptcy Code; (b) authorizing the Debtors to select CL Mateo-A LLC as the Stalking Horse Bidder pursuant to the Stalking Horse Purchase Agreement; (c) authorizing and approving, if and to the extent payable pursuant to the terms of the Bidding Procedures Order and Stalking Horse Purchase Agreement, the Expense Reimbursement; (d) scheduling certain dates and deadlines; (e) approving the manner of notice of the Auction and Sale Hearing; and (f) approving

procedures for the assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale.[2]

2. Additionally, the Debtors will seek entry of one or more orders (each, a "Sale Order") at a proposed hearing on June 23, 2026, or as soon thereafter as the Debtors may be heard (subject to Court availability) (the "Sale Hearing"), (a) authorizing and approving the Sale to the Stalking Horse Bidder or such other Successful Bidder on the terms substantially set forth in the asset purchase agreement (the "Successful Bidder APA") with the Successful Bidder; (b) authorizing and approving the sale of the Debtors' Assets free and clear of all liens, claims, encumbrances, and other interests to the extent set forth in the Successful Bidder APA and Sale Order; and (c) authorizing the assumption and assignment of executory contracts and unexpired leases (collectively, "Contracts") as set forth in the Successful Bidder APA and Sale Order.

JURISDICTION AND VENUE

3. The Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas. This matter is a core proceeding under 28 U.S.C. § 157(b). Venue of this case and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

STATUTORY BASIS FOR RELIEF

4. The legal predicates for the relief requested herein are sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 6004, and 6006(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and 2002-1 and 9013-1 of the *Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern*

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures, Stalking Horse Purchase Agreement, or First Day Declaration, as applicable.

District of Texas (the "Local Rules"), and Section E of the *Procedures for Complex Cases in the Northern District of Texas*, effective April 14, 2026 (the "Complex Case Procedures").

BACKGROUND

5. On the date hereof (the "Petition Date"), the Debtors commenced their Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Court"). The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

6. To date, the Office of the United States Trustee for Region 6 (the "U.S. Trustee") has not appointed an official committee in this Chapter 11 Cases, nor has any trustee or examiner been appointed.

7. Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors' business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the First Day Declaration.

INTRODUCTION

8. The Stalking Horse Bid provides for the Stalking Horse Bidder's purchase of substantially all of the Debtors' Assets (other than certain Excluded Assets) and the assumption of certain Assumed Liabilities.

9. As described in the First Day Declaration, as it became apparent that the only option for the Debtors was to pursue a chapter 11, the Debtors approached the Prepetition Secured Parties and sought to obtain a commitment for DIP financing. In response, the Prepetition Secured Parties provided the Debtors with a proposal to fund these Chapter 11 cases to bridge the Debtors to a sale of their assets. As part of that proposal, the Prepetition Secured Parties agreed to serve as the

stalking horse bidder and to credit bid for substantially all of the Assets of the Debtors in order to set a baseline bid for the Debtors' Assets. After extensive arm's-length negotiations with the Prepetition Secured Parties, the Debtors secured the proposed DIP Facility in an aggregate amount of up to $34,200,000, as further described in the DIP Motion, coupled with a credit bid for substantially all of the Assets of the Debtors. This proposal formed the basis for the DIP Financing and the Stalking Horse Bid. The liquidity provided by the DIP Financing, and the support of the Stalking Horse Bid provided by the Stalking Horse Bidder, will facilitate a value-maximizing post-petition marketing process for the Debtors' Assets. The Stalking Horse Bid will also help stabilize the Debtors' business, including the payment to and retention of the Debtors' employees, and ensure that certain liabilities of the Debtors, including those arising from executory contracts and unexpired leases, are assumed.

10. The Stalking Horse Purchase Agreement represents the highest or otherwise best offer the Debtors have received to date to purchase the Assets designated for purchase thereunder. The Stalking Horse Purchase Agreement provides the Debtors with the opportunity to sell such Assets in a manner designed to preserve and maximize their value and provides a floor for a further marketing and auction process.

11. Without the Stalking Horse Purchase Agreement, the Debtors would not have obtained DIP Financing and would have been at significant risk of an immediate liquidation. The Stalking Horse Bidder will act as a "stalking horse bidder" pursuant to the Stalking Horse Purchase Agreement and will be subject to higher or otherwise better offers in accordance with the Stalking Horse Purchase Agreement and the Bidding Procedures. Therefore, the Debtors have determined that pursuing the Stalking Horse Bidder as a "stalking horse bidder" and the Stalking Horse Purchase Agreement as a "stalking horse purchase agreement" is in the best interests of the Debtors

and the Debtors' estates and their creditors, and it reflects a sound exercise of the Debtors' business judgment.

12. As described in the First Day Declaration, accepting the Stalking Horse Bid and conducting a comprehensive post-petition marketing process to be run by the Debtors' proposed investment banker, SSG Capital Advisors, LLC ("SSG"), under the circumstances, presents the best opportunity for the Debtors to achieve the best available value for the Debtors' estates for the benefit of all stakeholders. The Stalking Horse Bid benefits the Debtors by serving as the floor for a post-petition marketing and overbid process to ensure that the Debtors receive the highest or otherwise best offer for the Assets. The Stalking Horse Bid was heavily negotiated in good faith and at arm's length by the Debtors and its advisors and the Stalking Horse Bidder and its advisors. These efforts ensure that higher or otherwise better bids will be solicited to test and compete with the Stalking Horse Bid.

13. To maximize the value of the Debtors' Assets and elicit the highest or otherwise best offers for the Assets during the postpetition marketing process, the Debtors and their advisors developed the proposed Bidding Procedures attached as Exhibit 3 to the Bidding Procedures Order to allow interested parties to provide competing bids that are superior to the Stalking Horse Bid. Pursuant to the Bidding Procedures and Bidding Procedures Order, the Debtors and SSG intend to continue marketing the Assets to prospective bidders and facilitating access to diligence materials. Such materials, for those executing a non-disclosure agreement with the Debtors and receiving access to a virtual data room, will include confidential presentation materials, additional legal, financial, operational, and other information on the Debtors' Assets, and, as appropriate, meetings with the Debtors' management and advisors, including SSG.

14. The Debtors and their advisors have carefully evaluated a number of qualitative and quantitative factors in designing a process that they believe will maximize the value of their estates and produce maximum recoveries for all stakeholders. This process principally includes approval of the Bidding Procedures that are designed to promote active bidding and obtain the highest or otherwise best bids.

15. Accordingly, the Debtors believe that the proposed Bidding Procedures, entry into the Stalking Horse Purchase Agreement, and the related relief requested in the Motion will allow the Debtors to efficiently pursue a value-maximizing sale process in the best interest of all stakeholders. Therefore, the Debtors respectfully request that the Court grant the relief requested herein in two stages: first, by entering the Bidding Procedures Order and, second, following the conclusion of the post-petition marketing and auction process, by entering the Sale Order.

PROPOSED SALE PROCESS AND SELECTION OF STALKING HORSE BIDDER

I. The Bidding Procedures.

16. The Debtors seek approval of the Bidding Procedures to establish an open process for the solicitation, receipt, and evaluation of Bids in a fair, accessible, and expeditious manner. The Bidding Procedures will facilitate the Debtors' postpetition marketing process to solicit interest in a sale of the Assets.

17. The timeline set forth in the Bidding Procedures is calculated to balance the need to provide adequate notice to parties in interest and any person or entity interested in bidding on the Assets (a "Potential Bidder") with the need to run an expeditious and efficient sale process and preserve limited estate assets. The Bidding Procedures are designed to generate the highest or otherwise best available recoveries for the Debtors' stakeholders by encouraging prospective bidders to submit competitive, value-maximizing Bids. The Debtors believe that the Bidding

Procedures and the timeline set forth therein are in the best interests of the Debtors' estates, will establish the extent of the market for the Debtors' Assets, and will provide interested parties with sufficient opportunity to participate.

18. The following sets forth certain material terms of the Bidding Procedures, which are set forth in their entirety at Exhibit 3 (the defined terms used in the summary below are as they appear in the Bidding Procedures):[3]

Qualified Bidders

> A "Qualified Bidder" is a Potential Bidder (as defined below): (i) who has demonstrated the financial wherewithal to consummate the Sale, as determined in the Debtors' discretion, in prior consultation with Crestline Direct Finance, L.P., as agent for itself and certain other lenders under the Crestline Prepetition Credit Documents and Crestline DIP Credit Documents ("Crestline Agent"), and any official committee of unsecured creditors appointed in the Bankruptcy Cases (the "Creditors Committee", and together with Crestline Agent, the "Consultation Parties". Each Qualified Bidder shall have delivered to the Debtors and the Consultation Parties (i) the most current audited and unaudited financial statements (collectively, the "Financials") of the Potential Bidder, or (ii) if the Potential Bidder is an entity formed for the purpose of acquiring the Assets, (A) Financials of the equity holder(s) of the Potential Bidder or such other form of financial disclosure as is acceptable to the Debtors, and (B) a written commitment in favor of and acceptable to the Debtors from the equity holder(s) of the Potential Bidder backstopping the Potential Bidder's obligations in connection with its Bid and the Sale. Promptly following the Bid Deadline (as defined below), but in any event at least forty-eight (48) hours prior to the commencement of the Auction (regardless of whether the Auction is held on the scheduled date set forth in Section 6 or another date), the Debtors shall notify each Potential Bidder in writing whether such Potential Bidder is a Qualified Bidder, and shall at the same time (x) provide copies of all Qualified Bids to the Stalking Horse Bidder, each other Qualified Bidder, and the Consultation Parties, and (y) notify the Stalking Horse Bidder, each other Qualified Bidder, and the Consultation Parties of the highest or otherwise best Qualified Bid, as determined in the Debtors' reasonable business judgment (the "Baseline Bid"), in prior consultation with the Consultation Parties. (Bidding Procedures, Section 2(a)).
>
> The Stalking Horse Bidder shall be deemed a Qualified Bidder at all times for all purposes in connection with the bidding process, the Auction, and the Sale. The Stalking Horse Bidder shall not be required to take any further action in order to participate in the Auction (if any) or, if the Stalking Horse Bidder is the Successful Bidder, to be presented as the Successful Bidder at the Sale Hearing. (Bidding Procedures, Section 2(c)).
>
> Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the consideration contemplated by, or otherwise improve the terms of, its Qualified Bid, during the period that such Qualified Bid remains binding as specified in the Bidding Procedures and the Bidding Procedures

[3] This summary is provided in accordance with Section E of the Complex Case Procedures and for the convenience of the Court and parties in interest. Accordingly, this summary, like the other summaries in this Motion, is qualified in its entirety by the provisions of the documents referenced including, without limitation, the Stalking Horse Purchase Agreement, the Bidding Procedures, and the Bidding Procedures Order. To the extent anything in this summary or any other summary is inconsistent with such documents, the terms of the applicable documents shall control and all parties in interest should refer to those documents.

Order; *provided, however,* that any Qualified Bid may be improved prior to or at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in the Bidding Procedures and the Bidding Procedures Order. (Bidding Procedures, Section 2(d)).

Any person or entity wishing to submit a competing bid to the Stalking Horse Bid and consummate a Sale of the Assets (each, a "Potential Bidder") must enter into a confidentiality agreement on terms acceptable to the Debtors (a "Confidentiality Agreement"), to the extent not already executed. Only Potential Bidders approved by the Debtors and such Potential Bidder's duly-authorized representatives, in each case, to the extent provided in the applicable Confidentiality Agreement, shall be eligible to receive due diligence information and access to the Debtors' electronic data room and to additional non-public information regarding the Debtors and the Assets. No Potential Bidder will be permitted to conduct any due diligence without entering into a Confidentiality Agreement**.** The Debtors will provide to each approved Potential Bidder reasonable due diligence information, as requested by such Potential Bidder in writing, as soon as reasonably practicable after such request, and the Debtors will post all written due diligence provided to any Potential Bidder to the Debtors' electronic data room. Each Potential Bidder shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors regarding the ability of the Potential Bidder to consummate the Sale. (Bidding Procedures, Section 3(a)).

Bid Requirements

A Bid submitted by a Qualified Bidder that satisfies each of the following requirements (collectively, the "Bid Requirements"), as determined by the Debtors in their reasonable business judgment, in prior consultation with the Consultation Parties, shall constitute a "Qualified Bid." The Stalking Horse Bidder's bid is a Qualified Bid for all purposes. (Bidding Procedures, Section 4).

a. *Form of Bid*. Each Bid must be in writing and submitted by a Qualified Bidder to the Bid Notice Parties (as defined below).

b. *Bid Deadline*. Each Bid must be transmitted via email (in .pdf or similar format) so as to be actually received on or before 5:00 p.m. (prevailing Central Time) on June 15, 2026 (the "Bid Deadline"), by the Bid Notice Parties.

c. *Assets*. Each Bid must provide for the purchase of all or substantially all of the Assets (or to the extent the Bid is for less than all Assets, which Assets are included in the Bid) and must clearly state, subject to clause (g) below, which liabilities of the Debtors the Qualified Bidder is agreeing to assume (the "Assumed Liabilities").

d. *Purchase Price*. Each Bid must clearly set forth the purchase price to be paid for the Assets (the "Purchase Price"), which amount must equal or exceed the sum of the following:

(i) the Stalking Horse Bidder's credit bid in an amount equal to $90 million, consisting of both the Crestline DIP Obligations and a portion of the Crestline Prepetition Obligations, less the amount of the Acquired Subsidiary Accrued Taxes, estimated as of the Petition Date; plus

(ii) an amount equal to Property Tax Purchase Price Adjustment, estimated as of the Petition Date; plus

(iii) an amount equal to the aggregate amount of the Assumed Liabilities, including the Cure Amount ($400,000), estimated as of the Petition Date, to be assumed or paid, as applicable, by the Stalking Horse Bidder at Closing; plus

(iv) $250,000, which is equal to the Expense Reimbursement payable to the Stalking Horse Bidder in the event it is not the Successful Bidder; plus

(v) $150,000, which is equal to the amount of the Excluded Cash; plus

(vi) $150,000, which represents the Initial Auction Overbid (as defined below).

e. *Payments*. Each Bid must provide that the Purchase Price shall be paid in full in cash at the closing of the Sale and that the payment of the Expense Reimbursement shall be made directly to the Stalking Horse Bidder upon the closing of the Sale to such Qualified Bidder.

f. *Deposit*. With its Bid, each Qualified Bidder, except the Stalking Horse Bidder, must submit by wire transfer of immediately available funds to an account to be provided upon request by the Qualified Bidder, a cash deposit in an amount equal to ten percent (10%) of the cash portion of the Purchase Price set forth in its Bid (the "Deposit"), to be held in, in the discretion of the Debtors, either in a non-interest-bearing escrow account to be identified and established by the Debtors or held in trust by the Debtors on a non-interest bearing basis in a designated debtor-in-possession bank account to be identified by the Debtors. To the extent a Qualified Bid (other than the Stalking Horse Bid) is modified before, during or after the Auction in any manner that increases the Purchase Price contemplated by such Qualified Bid, such Qualified Bidder is required to promptly increase its Deposit so that it equals ten (10) percent of the new proposed or actual Purchase Price.

g. *Assumption of Obligations.* Each Bid must expressly assume not less than all of the Assumed Liabilities (in aggregate value) on terms no less favorable to the Debtors than set forth in the Stalking Horse Purchase Agreement.

h. *Contracts and Leases*. Each Bid must confirm that the Qualified Bidder will require assignment of at least the same executory contracts and unexpired leases proposed to be assumed and assigned, or the Debtors' rights and interests therein sold and transferred, as the case may be, to the Stalking Horse Bidder under the Stalking Horse Purchase Agreement, or to the extent such Qualified Bid will require the assumption and assignment, or sale and transfer, as the case may be, of executory contracts and unexpired leases that differ in any way therefrom, identifies with particularity each and every executory contract and unexpired lease the assumption and assignment, or sale and transfer, as the case may be, of which is a condition to closing the Sale.

i. *Marked Asset Purchase Agreement*. Each Bid must include a duly executed, binding, non-contingent, asset purchase agreement (i) which shall be marked against the Stalking Horse Purchase Agreement to show all changes required by the Qualified Bidder as a condition to closing the Sale (the "Qualified Bidder Purchase Agreement"), and (ii) shall contain terms and conditions that are at least as favorable to the Debtors (other than the Purchase Price which must be more favorable) than those set forth in the Stalking Horse Purchase Agreement (including schedules and exhibits, the "Qualified Bidder Purchase Agreement").

j. *No Contingencies, Financing or Diligence Outs*. Bids shall not be conditioned on (i) obtaining financing, (ii) obtaining shareholder, board of directors, or other internal approvals, or (iii) the outcome or completion of a due diligence review by the Qualified Bidder.

k. *Identity*. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other

financial backer of the Qualified Bidder if such Qualified Bidder is an entity formed for the purpose of submitting the Bid and consummating the Sale), and the complete terms of any such participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific persons and counsel whom the Debtors and their advisors should contact regarding such Bid.

l. *Demonstrated Financial Capacity*. A Qualified Bidder must have, in the Debtors' business judgment, in consultation with the Consultation Parties, the necessary financial capacity to consummate the proposed transactions required by its Bid and provide adequate assurance of future performance with respect to all executory contracts and unexpired leases proposed to be assumed by such Bid.

m. *Binding and Irrevocable*. Each Bid must provide that such Bid shall be open and irrevocable for the periods set forth in the Bidding Procedures.

n. *Expenses; Disclaimer of Fees*. Each Bid must disclaim any right to receive a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation. No Qualified Bidder will be permitted to request, nor be granted by the Debtors, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation. By submitting its Bid, each Qualified Bidder is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise (including a theory of substantial contribution).

o. *Authorization*. Each Bid must contain evidence that the Qualified Bidder has obtained authorization or approval from its board of directors (or a comparable governing body acceptable to the Debtors) with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid and contain a representation that no other or further internal or third-party authorizations or approvals are required. Or, if a Bid is subject to obtaining any third-party authorizations or approvals, the Bid must disclose what authorization or approvals are required and the time required to obtain such authorizations or approvals.

p. *As-Is, Where-Is*. Each Bid must include a written acknowledgement and representation that the Qualified Bidder: (i) has had an opportunity to conduct and has concluded all due diligence regarding the Assets prior to submitting the Bid; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Assets in making its Bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bid.

q. *No Collusion*. Each Qualified Bidder must certify that the Qualified Bidder has not engaged, and will not engage, in any collusion with respect to its Bid, the Auction, or the Sale.

Auction

If the Debtors receive one or more Qualified Bids in addition to the Stalking Horse Bid, the Debtors shall conduct an Auction to determine the Successful Bidder. If the Debtors do not receive one or more Qualified Bids (other than the Stalking Horse Bid), the Debtors shall not conduct an Auction, the Stalking Horse Bidder's Bid shall be the Successful Bid, and the Debtors shall present the Stalking Horse Bid for approval at the Sale Hearing.

The Auction will take place virtually on June 18, 2026, at 10:00 am (prevailing Central Time) or in such other manner and on such other date as determined by the Debtors in consultation with the Consultation Parties. The Debtors will provide Auction participation details to all Qualified Bidders and other permitted attendees prior to the Auction. (Bidding Procedures, Section 6).

Backup Bidder

The Qualified Bidder submitting the Backup Bid shall be required to serve as the Backup Bidder, and each Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated by the Debtors.

If a Successful Bidder(s) fails to consummate the approved transactions contemplated by its Successful Bid, the Backup Bidder shall be deemed the Successful Bidder for all purposes. The Debtors and Back-Up Bidder shall promptly consummate all transactions contemplated by the Backup Bid without further order of the Bankruptcy Court or notice to any party. (Bidding Procedures, Section 7).

II. The Stalking Horse Bidder

19. Prior to the date hereof, the Debtors and the Stalking Horse Bidder negotiated the terms of the Stalking Horse Purchase Agreement, through which the Stalking Horse Bidder will acquire substantially all of the Assets of the Debtors and assume certain Assumed Liabilities of the Debtors, subject to being the Successful Bidder following the marketing process and Court approval.

20. The chart below summarizes certain of the Stalking Horse Purchase Agreement's material terms:

Material Terms of the Stalking Horse Bid (defined terms used in the summary below are as they appear in the Stalking Horse Asset Purchase Agreement)	
Parties (Stalking Horse Purchase Agreement, Recitals)	Wiser Solutions, Inc., a Delaware corporation ("Wiser Solutions"), certain Subsidiaries of Wiser Solutions set forth on Schedule A to the purchase agreement, as Sellers, and CL Mateo-A LLC, as Buyer.
Purchase Price (Stalking Horse Purchase Agreement, Section 2.5(a))	The Purchase Price to be paid for the Acquired Assets (the "Purchase Price") will consist of the following: (i) Buyer's assumption of the Assumed Liabilities, plus (ii) the Property Tax Purchase Price Adjustment, minus (iii) the Acquired Subsidiary Accrued Taxes, plus (iv) a credit bid pursuant to section 363(k) of the Bankruptcy Code in an amount equal to $90 million, consisting of the Crestline DIP Obligations and a portion of the Crestline Prepetition Obligations.

Material Terms of the Stalking Horse Bid (defined terms used in the summary below are as they appear in the Stalking Horse Asset Purchase Agreement)	
Acquired Assets (Stalking Horse Purchase Agreement, Section 2.1)	All rights, title and interests of Sellers in and to all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, including their respective businesses and goodwill (except for Excluded Assets) used or held for use in and relating to the business and operations of the Business (collectively, the "Acquired Assets"). Without limiting the generality of the foregoing, the Acquired Assets shall include the following: (a) Acquired Subsidiaries. All direct and indirect interests in the equity and debt securities, and any direct or indirect rights to acquire any equity or debt securities, of the Subsidiaries of Sellers set forth on Schedule B (the "Acquired Subsidiaries"). (b) Licenses and Authorizations. To the extent assignable, all rights, title and interests of Sellers as of the date of the Agreement in and to all licenses, Permits and authorizations issued (and all applications therefor), used or held for use in connection with or relating to the business and operations of the Business, the Leased Real Property or the other Acquired Assets, together with any renewals, modifications or extensions thereof and additions thereto between the date hereof and the Closing Date. (c) Tangible Personal Property. All rights, title and interests of Sellers as of the date of the Agreement in and to all inventory, goods (including inventory and goods that are for sale or lease, or are being leased or rented to Sellers' customers, and whether in Sellers' possession, held by, stored by or on behalf of or in transit to any Seller), artwork, any equipment, servers, machinery, electrical devices, antennae, cables, vehicles, furniture, fixtures, towers, office materials and supplies, hardware (including computer hardware), tools, spare parts and other tangible personal property of every kind and description used or held for use in connection with or relating to the business and operations of the Business, the Leased Real Property or other Acquired Assets, in each case, whether in Sellers' possession, held by, stored by or on behalf of or in transit to any Seller (collectively, the "Tangible Personal Property"). (d) Real Property Rights. All right, title and interests of Sellers as of the date of the Agreement in and to the Leased Real Property, to the extent associated with an Assigned Contract, including all easements, rights-of-way, privileges, licenses and other rights and benefits, if any, pertaining thereto. (e) Assigned Contracts. All rights of Sellers in those Contracts (other than the Excluded Contracts) of Sellers to be designated in writing by Buyer for assumption and assignment in accordance with the procedures set forth in Section 2.4 below (such Contracts, the "Assigned Contracts"). (f) Intangible Property. All rights, title and interests of Sellers as of the date of the Agreement in and to the Intellectual Property and all other intangible property (other than Contracts) used or held for use in connection with and relating to the business and operations of the Business or the Acquired Assets

Material Terms of the Stalking Horse Bid (defined terms used in the summary below are as they appear in the Stalking Horse Asset Purchase Agreement)	
	and such rights, title and interests acquired by Sellers between the date hereof and the Closing Date (collectively, the "Intangible Property"). (g) Files and Records. All rights, title and interests of Sellers in and to all records that relate to the operation of the Business and the Leased Real Property, and all files, books and records, Tax Returns (and associated workpapers), data, reports, computer codes and sourcing data, advertiser and supplier lists, costs and pricing information, business plans, manuals, blue prints, research and development files, and other records of Sellers relating to the Business and operations of the Business and Leased Real Property, including all schematics, blueprints, engineering data, customer lists, reports, specifications, projections, statistics, promotional graphics, original art work, mats, plates, negatives and other advertising, promotional, marketing or related materials, and all other technical and financial information concerning the Business and the Acquired Assets (collectively, the "Files and Records"); *provided*, *however*, Files and Records exclude all records, documents, files, or other information and materials set forth in Section 2.2(c) and Section 2.2(g) and shall be subject to Section 6.4 and Section 7.3 of the Stalking Horse Agreement. (h) Warranty Claims. To the extent assignable, all claims, rights and interests of Sellers against third parties under manufacturers' and vendors' warranties, representations, indemnities and guarantees, and any other warranties, representations, indemnities and guarantees if and to the extent that they relate to the Acquired Assets. (i) Prepaid Items. All interests of Sellers in all deposits, reserves and prepaid expenses relating to the Business and the Acquired Assets and prepaid property or ad valorem Taxes relating to the Business or the Acquired Assets, specifically excluding any utility deposits, professional fee retainers and carve-outs pursuant to orders of the Bankruptcy Court. (j) Tax Refunds and Credits. All rights to any refunds (or credits against Taxes otherwise due and payable in lieu of refunds) with respect to Taxes that are assessed on, or in respect of, or are attributable to, the Acquired Assets or the Acquired Subsidiaries, except refunds or credits of any such Taxes that were paid by a Seller prior to the Closing (other than any Taxes taken into account in determining Property Tax Credit Amount) or were taken into account in determining Property Tax Debit Amount or Acquired Subsidiary Accrued Taxes. (k) Goodwill. All of Sellers' goodwill associated with and in, and going concern value of, the Business and the Acquired Assets. (l) Accounts. All accounts receivable and other accounts (as defined in the Uniform Commercial Code in effect in the State of Delaware, as same may be amended from time to time), and any notes or written obligations reflecting accounts of Sellers relating to the Business as of the Closing Date, excluding any intercompany obligations solely among the Sellers (the "Receivables").

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	(m) Internet Websites. Without limiting the foregoing, all rights, title and interests of Sellers in all internet web sites, including all internet domain leases and domain names of and relating to the Business, the unrestricted right to the use of HTML content located and publicly accessible from those domain names and the "visitor" e-mail database for those sites. (n) Telephone and Fax Numbers. Sellers' rights, title and interests in and to all of Sellers' telephone and fax numbers relating to the Business. (o) Litigation Claims; Causes of Action. Sellers' rights, title and interests in and to all actions, causes of action, lawsuits, judgments, claims, demands or recoveries against third parties of any nature, whether arising by way of counterclaim or otherwise, in each case, to the extent arising from or related in any way to the Acquired Assets, the Business or the Assumed Liabilities, as well as any of Sellers' Avoidance Actions. (p) Insurance. To the extent assignable, all Insurance Policies, or any proceeds thereof relating to the operations of the Business or with respect to the Acquired Assets and any deposits on account thereof, including Sellers' rights, title and interests in and to all insurance proceeds and condemnation awards and payments in lieu thereof received by Sellers with respect to any of the Acquired Assets, and all life insurance policies issued for the benefit of a Seller (together with any cash surrender value related thereto). (q) Cash and Cash Equivalents. All cash (including checks received prior to the close of business on the Closing Date, whether or not deposited or cleared prior to the close of business on the Closing Date), commercial paper, certificates of deposit and other bank deposits, treasury bills and other cash equivalents, in each case, other than Excluded Cash. (r) Confidentiality Agreement Rights. Any rights of Sellers to enforce confidentiality agreements or restrictive covenant agreements executed in Sellers' favor by any third parties, including the right to recover damages for the same.
Assumed Liabilities (Stalking Horse Purchase Agreement, Section 2.3(a))	Buyer will assume and become responsible for the Assumed Liabilities at the Closing. Buyer agrees to pay, perform, honor and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms thereof and the provisions of the Sale Order. "Assumed Liabilities" means only the following Liabilities of each Seller incurred exclusively in the operation of the Business as of the Closing (to the extent not paid prior to the Closing), and only to the extent set forth in the following clauses: (a) all Liabilities under the Assigned Contracts, solely to the extent such Liabilities arise from and after the Closing Date (and do not relate to defaults of Sellers arising prior to the Closing Date); (b) all amounts expressly allocated to Buyer pursuant to the terms of Section 2.6(b);

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	(c) all Cure Amounts; and (d) any (A) Taxes that are assessed on, or in respect of, or are attributable to, the Acquired Assets or the Acquired Subsidiaries for any Post-Closing Tax Period and (B) any Transfer Taxes; *provided, however*, that, notwithstanding anything to the contrary set forth in the definition, the Assumed Liabilities shall not include any Excluded Liabilities.
Sale to Insider (Stalking Horse Purchase Agreement); *Complex Case Procedures, Part E Section 17(a)*	The sale is not to an insider.
Agreements with Management (Stalking Horse Purchase Agreement, Section 5.6) *Complex Case Procedures, Part E Section 17(b)*	(a) Buyer may, in its sole and absolute discretion, offer employment to any of Sellers' employees (each an "Employee") who is available for work on the Closing Date. Any such offer shall be for employment as a new employee of Buyer or one of its Subsidiaries (subject to any applicable probation period not prohibited by Law) to occupy positions designated by Buyer and pursuant to the terms and conditions determined by Buyer in its sole discretion. At least two (2) Business Days prior to the Closing Date, Buyer shall provide Sellers a list of any Employees that Buyer would like to make an offer of employment. Any such offer of employment will be effective as of the Closing Date and contingent upon the Closing. No provision of the Agreement shall create any rights (including third party beneficiary rights) in any current or former Employee of any Seller (including any beneficiary or dependent thereof) in respect of continued employment, or provision of benefits or compensation by Sellers or Buyer or its Affiliates or otherwise. Nothing herein (i) shall guarantee employment for any period of time or preclude the ability of Buyer or any of its Affiliates to terminate any Employee that accepts an offer of employment from Buyer ("Transferring Employee") for any reason or for no reason arrangement sponsored, maintained or contributed by Sellers, Buyer or any of their Affiliates or to prevent Buyer or its Affiliates from terminating or amending any Benefit Plan that is an Acquired Asset in accordance with its terms. (b) Sellers agree to make available to Buyer, to the fullest extent permitted by Law, all information and materials requested by Buyer from the personnel files of each Employee who Buyer may be interested in offering employment. The parties agree to follow the standard procedures set forth in Revenue Procedure 2004-53 with respect to any Transferring Employees. (c) Buyer assumes no obligation to continue or assume any compensation arrangements or liabilities of Sellers for any Transferring Employees under any compensation or retirement plan maintained by Sellers or any of their ERISA Affiliates (including any salary, bonuses, Benefit Plans, fringe benefits, insurance plans, pension or retirement benefits). (d) Sellers agree that they shall retain all liabilities and obligations, if any (including the liability and obligation for all wages, bonuses, commissions, severance pay wrongful dismissal, salary, vacation pay and unemployment, medical, dental,

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	health, death, injury and disability benefits and any and all claims and obligations arising under any Benefit Plan or any Law), for those current or former employees of Sellers who do not become Transferring Employees, as such obligations may be limited by the Bankruptcy Court or an order of the Bankruptcy Court. (e) Sellers will have the sole and absolute responsibility for any financial or other commitments to their current and former employees, including the Transferring Employees, incurred for the period prior to Closing, including any and all claims or obligations for wages, salary, vacation pay, bonuses, commissions, severance pay, wrongful dismissal, unemployment, medical, dental, health, death, injury and disability benefits and any and all claims and obligations arising under any Benefit Plan or any Law (including the WARN Act). Buyer shall have no contractual or other obligation with respect to hiring, offering to hire, employing or providing any benefits or compensation to any of the Employees or any other current or former employees of Sellers. Nothing contained herein shall be deemed an admission that Sellers have any financial obligation to Employees or that obligations, if any, are entitled to a particular treatment or priority under the Bankruptcy Code. (f) For purposes of Section 5.6(d) and Section 5.6(e), the date on which a "claim" is incurred will be: (i) in the case of a death claim, the date of death, (ii) in the case of a disability claim or a life insurance premium waiver claim, the date of the first incidence of disability, illness, injury or disease that first qualifies an individual for benefits or to commence a qualifying period for benefits, (iii) in the case of dental, vision and medical care benefits, the date of the treatment or the date of purchase of eligible medical or dental supplies and (iv) in the case of a claim for prescription drug, the date the prescription was filled. (g) Sellers will be exclusively responsible for complying with COBRA with respect to Employees (including the Transferring Employees) and their qualified beneficiaries by reason of any such employees' termination of employment with the applicable Seller and Buyer will not have any obligation or liability to provide rights or notices under COBRA on account of such termination.
Releases, Exculpations and Indemnifications (Stalking Horse Purchase Agreement) *Complex Case Procedures, Part E Section 17(c)*	None
Private Sale/No Competitive Bidding (Stalking Horse Purchase Agreement, Section 5.7) *Complex Case Procedures, Part E Section 17(d)*	An auction is contemplated, and there are no provisions limiting the solicitation of competing offers for the Debtors' Assets or otherwise limiting the marketing of the Debtors' Assets in any material way. As permitted by the Bidding Procedures Order, Sellers are permitted, and are permitted to cause its Representatives, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Buyer and its Affiliates, agents and

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	Representatives) in connection with any sale or other disposition of all or any portion of the Business or the Acquired Assets or any other similar transaction with respect to Sellers or the Business, including any liquidation of the Business only pursuant to an auction conducted in accordance with the Bidding Procedures Order; provided, however, that Sellers may only enter into, and seek Bankruptcy Court approval of, any definitive agreement with respect to an Alternate Transaction if such Alternate Transaction is reasonably deemed to be a Superior Bid and Sellers terminate the Agreement in accordance with Section 11.1(a)(ii) (except to the extent that Buyer consents, in its sole discretion, otherwise).
Closing and Other Deadlines (Stalking Horse Purchase Agreement, Section 2.6(a)) *Complex Case Procedures, Part E Section 17(e)*	The consummation of the sale and purchase of the Acquired Assets provided for in the Agreement (the "Closing") shall take place via the electronic exchange of executed documents and other closing deliveries via e-mail transmission, on the third Business Day after the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Article 8 or Article 9 (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing, but subject to the satisfaction or waiver thereof at the Closing), or at a date and time as the parties may mutually agree after the entry of the Sale Order (the "Closing Date").
Interim Arrangements with Proposed Buyer (Stalking Horse Purchase Agreement) *Complex Case Procedures, Part E Section 17(g)*	The Debtors are not entering into any interim agreements or arrangements with the Buyer.
Use of Proceeds (Stalking Horse Purchase Agreement, Section 5.5(b)) *Complex Case Procedures, Part E Section 17(h)*	The Stalking Horse Purchase Agreement does not include any provisions regarding the application of sale proceeds on or after the Closing without further Court order other than the Expense Reimbursement not to exceed $250,000 which must be paid directly to the Stalking Horse Bidder if it is not the Successful Bidder from the proceeds of a sale to a competing bidder.
Record Retention (Stalking Horse Purchase Agreement, Section 6.4) *Complex Case Procedures, Part E Section 17(i)*	Following the Closing: (a) Buyer agrees to preserve and keep the Files and Records of Sellers delivered to it hereunder for a period of three (3) years from the Closing Date in a manner consistent in all material respects with its document retention and destruction policies, as in effect from time to time; and (b) Buyer agrees to provide access to such Files and Records to Sellers, Sellers' professionals and, to the extent required by Law or the Bankruptcy Court, the Official Committee of Unsecured Creditors, if any, to be formed in the Bankruptcy Case and its professionals, and any other debtor estate fiduciaries, appointed in Sellers' Bankruptcy Case, in each case upon reasonable written notice and during normal business hours and subject to such reasonable confidentiality provisions as Buyer

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	deems necessary or appropriate to protect any confidential information contained in such Files and Records.
Sale of Avoidance Actions (Stalking Horse Purchase Agreement, Section 2.1(o)) *Complex Case Procedures, Part E Section 17(j)*	Avoidance Actions are an Acquired Asset. "Avoidance Actions" include all avoidance claims or causes of action under the Bankruptcy Code or applicable Law (including any preference or fraudulent conveyance), and all other claims or causes of action under any other provision of the Bankruptcy Code or applicable laws relating to the Acquired Assets or Assumed Liabilities, including all actions relating to vendors and service providers used in the Business that are counterparties to Assigned Contracts or relating to Assumed Liabilities.
Requested Findings as to Successor Liability (Stalking Horse Purchase Agreement Section 7.6) *Complex Case Procedures, Part E Section 17(k)*	The parties intend that, upon the Closing, Buyer and its Affiliates shall not and shall not be deemed to: (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor, to Sellers, including, a "successor employer" for the purposes of the IRC, ERISA, or other applicable Laws; (b) have any responsibility or liability for any obligations of Sellers, or any Affiliate of Sellers based on any theory of successor or similar theories of liability; (c) have, de facto or otherwise, merged with or into any of Sellers; (d) be an alter ego or a mere continuation or substantial continuation of any of Sellers (and there is no continuity of enterprise between Buyer and any Seller), including, within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other Law (including filing requirements under any such Laws), or under any products liability law or doctrine with respect to Sellers' liability under such Law; or (e) be holding itself out to the public as a continuation of any of Sellers or their respective estates.
Sale Free and Clear of Encumbrances (Stalking Horse Purchase Agreement, Section 5.5(f)) *Complex Case Procedures, Part E Section 17(l)*	On the Closing Date, the Acquired Assets shall be sold to Buyer free and clear of any and all Liens (except for Permitted Liens). The Sale Order shall, among other things, (i) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, (A) the execution, delivery and performance by Sellers of the Agreement as may have been improved or otherwise modified at or prior to the Auction, (B) the sale of the Acquired Assets to Buyer on the terms set forth herein, as may have been improved or otherwise modified at or prior to the Auction, and free and clear of all Liens (other than Assumed Liabilities and Permitted Liens) and (C) the performance by Sellers of their respective obligations under the Agreement, as may have been improved or otherwise modified at or prior to the Auction; (ii) authorize and empower Sellers to assume and assign to Buyer the Assigned Contracts; and (iii) find that Buyer is a "good faith" buyer within the meaning of section 363(m) of the Bankruptcy Code, not a successor to any Sellers and grant Buyer the protections of section 363(m) of the Bankruptcy Code.

III. Stalking Horse Bidder Protections

21. The Debtors seek authorization to sell the Assets to the Stalking Horse Bidder pursuant to the Stalking Horse Purchase Agreement unless a higher or otherwise better Qualified

Bid is submitted prior to the Bid Deadline with respect to the Assets, as determined by the Debtors in accordance with the Bidding Procedures and in consultation with the Consultation Parties, and for the Stalking Horse Bid to serve as the minimum bid for the Assets.

22. Recognizing the Stalking Horse Bidder's expenditure of time, energy, and resources in connection with the proposed transaction set forth in the Stalking Horse Purchase Agreement, and the benefit that those efforts provided to the Debtors, their estate and creditors, and all other parties in interest, the Debtors agreed that, in the event that alternative transaction is consummated, pursuant to the provisions thereof, the Debtors will reimburse the Stalking Horse Bidder's reasonable and documented expenses incurred in connection with the Stalking Horse Bid in an amount not to exceed $250,000 solely from the proceeds of received from a sale to the Successful Bidder.

IV. The Proposed Schedule

23. The Debtors are seeking approval of the Bidding Procedures and the following proposed timeline for the Sale (the dates set forth below, the "Sale Schedule") to establish a clear and open process for the solicitation, receipt, and evaluation of third-party bids on a timeline that allows the Debtors to consummate a Sale that is, above all else, value maximizing. Moreover, the Debtors, in their sound business judgment, reserve the right to alter the timing of the Sale Schedule as necessary under the circumstances in accordance with the Bidding Procedures, including in consultation with the Consultation Parties and subject to the milestones in the Crestline DIP Order. The Debtors respectfully request that the Court approve the following Sale Schedule:

Action	Deadline
Entry of Bidding Procedures Order	Not later than May 21, 2026
Filing and Service of Notice(s) of Potential Assumption and Assignment of Contracts and Leases	Not later than three (3) business days following entry of Bidding Procedures Order

Action	Deadline
Filing and Service of Notice of Auction	Not later than two (2) business days following entry of Bidding Procedures Order
Sale Objection Deadline (including objections to the adequate assurance of future performance on the part of, or the identity of, the Stalking Horse Bidder)	June 9, 2026, at 12:00 p.m., prevailing Central Time
Cure Objection Deadline	June 9, 2026, at 12:00 p.m., prevailing Central Time
Deadline for Stalking Horse Bidder to Designate Additional Contract and Leases for Potential Assumption	June 14, 2026, at 5:00 p.m., prevailing Central Time
Bid Deadline	June 15, 2026, at 5:00 p.m., prevailing Central Time
Auction (if any)	June 18, 2026, at 10:00 a.m., prevailing Central Time
Filing of Notice of Successful Bidder	Promptly following the conclusion of Auction (if any).
Post-Auction Objection Deadline (including objections to the adequate assurance of future performance on the part of, or the identity of, the Successful Bidder (other than the Stalking Horse Bidder)	June 22, 2026, at 12:00 p.m. prevailing Central Time
Sale Hearing	Not later than June 23, 2026
Entry of Sale Order	Not later than June 23, 2026
Deadline for Successful Bidder to provide Closing Assigned Contract List (listing Contracts and Leases to be Assumed and Assigned at Closing)	Not later than June 30, 2026
Sale Closing	Not later than June 30, 2026
Deadline for Debtor to File and Serve Closing Assigned Contract List	Not later than two (2) business days following the Closing
Successful Bidder Contract Designation Deadline	Not later than fifteen (15) days following the Closing
Extended Contract Period Expires	Thirty (30) days following the Closing

24. The Sale Schedule is essential to maximizing value for the Debtors' estates. The Debtors believe that the relief sought by this Motion appropriately balances the need to provide all parties in interest with notice and due process, afford the Debtors sufficient time to generate interest in any or all of the Assets, and provide the Debtors with an expeditious process commensurate with the Debtors' liquidity constraints. Accordingly, the Debtors believe the relief requested herein is in the best interest of the Debtors' estates, will provide interested parties with

sufficient opportunity to participate in the auction and sale process, and, therefore, should be approved.

V. Form and Manner of Auction Notice.

25. The Debtors propose holding the Auction virtually on June 18, 2026, at 10:00 a.m. (prevailing Central Time), or in such other manner and on such other date as determined by the Debtors in consultation with the Consultation Parties.

26. Within two (2) business days after entry of the Bidding Procedures Order, the Debtors will cause the Auction Notice to be served on the parties that receive notice of this Motion and post the Auction Notice on its restructuring website at https://dm.epiq11.com/wiser to provide notice to any other potential interested parties. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

27. The Auction Notice is reasonably calculated to provide all interested parties with timely and proper notice of the proposed Sale, including the date, time, and place of the Auction (if any), the Bidding Procedures, and the dates and deadlines related thereto. Accordingly, the Debtors request that the form and manner of the Auction Notice be approved and no other or further notice of the Auction be required.

BASIS FOR RELIEF

I. The Relief Sought in the Bidding Procedures Order Is in the Best Interests of the Debtors' Estates and Should Be Approved.

28. Section 363 of the Bankruptcy Code and Bankruptcy Rule 6004(f)(1) authorize a debtor to sell property outside the ordinary course of business by private sale or by auction. Bankruptcy Code section 363(b) provides that "[t]he [debtor in possession], after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate . . . ." 11 U.S.C. § 363(b)(1). Section 105(a) of the Bankruptcy Code empowers bankruptcy courts

to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

29. Courts have held that a debtor's business judgment is entitled to substantial deference with respect to the procedures to be used in selling assets. *See, e.g.*, *In re Cont'l Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or a debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside of the ordinary course of business."); *In re Culp*, 550 B.R. 683, 697 (D. Del. 2015) ("'In determining whether to authorize use, sale or lease of property of the estate under Section 363, courts require the [debtor] to show that a sound business purpose justifies such actions.' If the [Debtors'] decision evidences a sound business purpose, then the Bankruptcy Court should approve the sale.") (quoting *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999)); *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (applying business judgment rule to bidding procedures and incentives and noting that "[c]ourts are loath to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence").

30. The goal in any proposed sale of estate assets is to maximize the proceeds received by the estate. *See, e.g.*, *In re Bigler, LP*, 443 B.R. 101, 115 (Bankr. S.D. Tex. 2010). Courts uniformly recognize that procedures intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate and therefore are appropriate in the context of bankruptcy transactions. *See, e.g.*, *In re ASARCO, LLC*, 650 F.3d 593, 603 (5th Cir. 2011) (affirming the bankruptcy court's approval of bid procedures designed to maximize the value of the Debtors' estate); *In re Bigler*, 443 B.R at 115 (providing that the two goals for a sale of the debtors' assets are "maximizing value for the estate and preserving the integrity of the judicial

process"); *In re Integrated Res., Inc.*, 147 B.R. at 659 (noting that bid procedures "are important tools to encourage bidding and to maximize the value of the Debtors' assets").

31. Here, the Bidding Procedures will promote active bidding from interested parties and are intended to maximize the value of the Debtors' Assets for the benefit of the Debtors' estates. The Bidding Procedures will allow the Debtors to market the Assets in a controlled, fair, and open manner that will encourage participation by bidders who can demonstrate the financial wherewithal to close a Sale. In particular, the Bidding Procedures contemplate an open and public marketing process with minimum barriers to entry and provide interested parties with sufficient time to perform due diligence and acquire the information necessary to submit a timely and well-informed bid.

32. In addition, approval of the Bidding Procedures and entry of the proposed Bidding Procedures Order will facilitate the time-sensitive Sale process, and any delay could significantly erode estate value available to the Debtors' stakeholders. The timelines set forth in the Bidding Procedures provide a sufficient period between the Petition Date and the Bid Deadline and are comparable to other timelines recently approved in this Circuit. *See, e.g.*, *In re Steward Health Care Sys. LLC*, Case No. 24-90213 (CML) (Bankr. S.D. Tex. June 3, 2024) [Docket No. 626] (approving a sale timeline that provided an approximate six-week period between the filing of the motion and the bid deadline); *In re Eiger Pharms., Inc.*, Case No. 2480040 (SGJ) (Bankr. N.D. Tex. Apr. 5, 2024) [Docket No. 94] (approving a sale timeline that provided an approximate two-week period between the filing of the motion and the bid deadline); *In re Impel Pharms. Inc.*, Case No. 23-80016 (SGJ) (Bankr. N.D. Tex. Jan. 11, 2024) [Docket No. 137] (approving a sale timeline that provided a five-week period between the filing of the motion and the bid deadline); *In re AppHarvest Prods., LLC*, Case No. 23-90745 (DRJ) (Bankr. S.D. Tex. Aug. 25, 2023) [Docket

No. 88] (approving a sale timeline that provided a four-week period between the filing of the motion and the bid deadline).

33. Accordingly, the Debtors request that the Court approve the Bidding Procedures as a valid exercise of the Debtors' business judgment.

II. The Expense Reimbursement Has a Sound Business Purpose and Should Be Approved.

34. The Debtors seek authority to provide the Stalking Horse Bidder with the Expense Reimbursement in an amount not to exceed $250,000. The Stalking Horse Bidder is not seeking a break-up fee or any other bid protections. The use of a stalking horse in a public auction process for the sale of a debtor's assets is a customary practice in chapter 11 cases because the use of a stalking horse bid is, in many circumstances, the best way to maximize value by "establish[ing] a framework for competitive bidding and facilitat[ing] a realization of that value." *Off. Comm. of Unsecured Creditors v. Interforum Holding LLC*, No. 11-CV-219, 2011 WL 2671254, No. 11-219, *1 (E.D. Wis. July 7, 2011).

35. Courts have approved similar bid protections in connection with substantial sales in bankruptcy on the basis they are warranted to compensate an unsuccessful acquirer whose initial offer served as the basis and catalyst for higher or better offers. *See, e.g.*, *In re ASARCO*, 650 F.3d at 602 n.9 (explaining that bid protections "provide an incentive for an initial bidder to serve as a so-called 'stalking horse,' whose initial research, due diligence, and subsequent bid may encourage later bidders") (quoting *In re 310 Assocs.*, 346 F.3d 31, 34 (2d Cir. 2003)). The Fifth Circuit requires that reimbursement of expenses be supported by a sound business justification. *Id.* at 602–03 (favoring the business judgment standard governing use of assets outside of the ordinary course of business in assessing the propriety of bid protections).

36. Here, the Expense Reimbursement is supported by a sound business justification. The Stalking Horse Bid sets a strong baseline for the bidding process and ensures that the Debtors maximize the value it is able to realize from the Sale. Moreover, the Expense Reimbursement is an integral part of the Stalking Horse Bid. As such, the Expense Reimbursement is an important incentive to ensure the Stalking Horse Bidder's participation in the bidding process as a stalking horse.

37. Further, the Expense Reimbursement is reasonable in dollar amount and is consistent with amounts approved in this district and others. *See, e.g., In re Genesis Healthcare, Inc.*, Case No. 25-80185 (SGJ) (Bankr. N.D. Tex. Aug. 28, 2025) [Docket No. 685] (approving expense reimbursement in the amount of $750,000); *In re Prospect Medical Holdings, Inc.*, Case No. 25-80002 (SGJ) (Bankr. N.D. Tex. Mar. 19, 2025) [Docket No. 1264] (approving expense reimbursement and a breakup fee, not to exceed of up to 3% of the transaction value in the aggregate); *In re Ebix Inc.*, Case No. 23-80004 (SWE) (Bankr. N.D. Tex. Jan. 18, 2024) [Docket No. 199] (approving $3 million expense reimbursement); *In re KidKraft Inc.*, Case No. 24-80045 (MVL) (Bankr. N.D. Tex. June 24, 2024) [Docket No. 238] (approving a 2.25% break-up fee and a $1 million expense reimbursement); *In re Eiger BioPharmaceuticals, Inc.,* Case No. 24-80040 (SGJ) (Bankr. N.D. Tex. Apr. 5, 2024) [Docket No. 94] (approving a break-up fee of 3% and a $600,000 expense reimbursement)*; In re Impel Pharms. Inc.*, Case No. 23-80016 (SGJ) (Bankr. N.D. Tex. Jan. 11, 2024) [Docket No. 137] (approving a break-up fee of $450,000 and an expense reimbursement of up to $300,000 for a transaction with a $17.5 million purchase price). The Expense Reimbursement is reasonable, necessary, and consistent with terms generally negotiated for in transactions of similar size and magnitude and will not create an unreasonable impediment for competing bidders.

38. Accordingly, for the reasons set forth above, the Debtors respectfully request that the Court approve the Expense Reimbursement to the extent it becomes due under the Stalking Horse Purchase Agreement and Bidding Procedures Order.

III. Credit Bidding Should be Authorized Under Section 363(k)

39. A secured creditor is allowed to "credit bid" the amount of its claim in a sale. Section 363(k) of the Bankruptcy Code provides, in relevant part, that unless the court for cause orders otherwise, the holder of a claim secured by property that is the subject of the sale "may bid at such sale, and, if the holder of such claim purchases such property, such holder may offset such claim against the purchase price of such property." 11 U.S.C. § 363(k). Even if a secured creditor is undersecured as determined in accordance with section 506(a) of the Bankruptcy Code, section 363(k) of the Bankruptcy Code allows such secured creditor to bid the total face value of its claim and does not limit the credit bid to the claim's economic value. See *Fire Eagle, LLC v. Spillman Inv. Grp., Ltd.*, No. A-10-CA-894-LY, 2011 WL 13234814, at *8 (W.D. Tex. Sept. 29, 2011), *aff'd sub nom. In re Spillman Dev. Grp., Ltd.*, 710 F.3d 299 (5th Cir. 2013) ("Pursuant to Section 363(k), a secured creditor may credit bid the total face value of its claim, regardless of the economic value of the collateral.") (citing *In re SubMicron Sys. Corp.*, 432 F.3d 448, 459 (3rd Cir. 2006)).

40. In this district, absent cause for restricting credit bidding, courts have consistently ruled in favor of reserving a secured creditor's right to credit bid its claim. *See, e.g.*, *In re Genesis Healthcare, Inc.*, Case No. 25-80185 (SGJ) (Bankr. N.D. Tex. Aug. 28, 2025) [Docket No. 685] (authorizing secured creditors to submit credit bids); *In re Prospect Medical Holdings, Inc.*, Case No. 25-80002 (SGJ) (Bankr. N.D. Tex. Mar. 19, 2025) [Docket No. 1264] (same); *In re Ebix Inc.*, Case No. 23-80004 (SWE) (Bankr. N.D. Tex. Jan. 18, 2024) [Docket No. 199] (same).

41. Here, the Stalking Horse Purchase Agreement contemplates consideration in the form of a credit bid of the DIP Obligations and a portion of the Prepetition Obligations (each as defined in the Crestline DIP Order). The DIP Agent and Prepetition Agent (each as defined in the Crestline DIP Order), for itself and for and on behalf of the term Prepetition Lenders and DIP Lenders (as defined in the Crestline DIP Order), is entitled to credit bid some or all of the claims secured by its collateral pursuant to section 363(k) of the Bankruptcy Code. Accordingly, the credit bid contemplated by the Stalking Horse Purchase Agreement should be authorized.

IV. The Form and Manner of Notice Should Be Approved.

42. Pursuant to Bankruptcy Rule 2002(a), the Debtors are required to provide creditors with twenty-one (21) days' notice of the Auction. Pursuant to Bankruptcy Rule 2002(c), such notice must include the time and place of the Auction and the deadline for filing any objections to such a sale. *See* Fed. R. Bankr. P. 2002(c).

43. Within two (2) business days following entry of the Bidding Procedures Order, the Debtors will cause the Auction Notice to be served as set forth in paragraph 26 of this Motion.

44. The Debtors submit that the Auction Notice constitutes good and adequate notice of the Sale, the Auction, and the proceedings with respect thereto in compliance with, and satisfaction of, the applicable requirements of Bankruptcy Rule 2002. Accordingly, no further notice is necessary and the Debtors request that the Court approve the form and manner of the Auction Notice.

V. The Assumption and Assignment Procedures Are Appropriate and Should Be Approved.

45. As set forth above, the Sale contemplates the potential assumption and assignment of Contracts (which includes executory contracts and unexpired leases) to the Successful Bidder. In connection with this process, the Debtors believes it is necessary to establish assumption and

assignment procedures by which: (a) the Debtors and counterparties to the Contracts (the "Contract Counterparties") can reconcile cure obligations, if any, in accordance with section 365 of the Bankruptcy Code; and (b) such Contract Counterparties can, if they choose, object to the assumption and assignment of the Contracts and/or related Cure Costs (the "Assumption and Assignment Procedures") and provision by the Successful Bidder of adequate assurance of future performance. As set forth in the Bidding Procedures Order, the Debtors also request that any Contract Counterparty that fails to object to the proposed assumption and assignment of any Contract be deemed to consent to the assumption and assignment of the applicable Contract pursuant to section 365 of the Bankruptcy Code on the terms set forth in the Sale Order, along with the cure costs identified in the assumption notices to be provided by the Debtors. *See, e.g.*, *In re Boy Scouts of Am.*, 642 BR 504, 569 (Bankr. D. Del. 2022) ("The lack of objection of a [creditor] is also consensual for purposes of § 363 and, again, permissible under § 363(f)(2)."); *In re Christ Hosp.*, No. CIV.A. 14-472 ES, 2014 WL 4613316, at *14 (D.N.J. Sept. 12, 2014) (same); *In re Congoleum Corp.*, No. 03-51524, 2007 WL 1428477, at * 1 (Bankr. D.N.J. May 11, 2007) (same); *Hargrave v. Township of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (same); *Pelican Homestead v. Wooten (In re Gabel)*, 61 B.R. 661, 667 (Bankr. W.D. La. 1985) (same).

46. The Debtors believe that the Assumption and Assignment Procedures are fair and reasonable, provide sufficient notice to Contract Counterparties, and provide certainty to all parties in interest regarding their obligations and rights in respect thereof. Accordingly, the Debtors request that the Court approve the Assumption and Assignment Procedures set forth in the Bidding Procedures Order.

VI. The Sale Should be Approved as an Exercise of Sound Business Judgment.

47. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to enter into a transaction outside the ordinary course of its business so long as there is a "sound business purpose" that justifies such action. *See* 11 U.S.C. § 363(b)(1); *see also In re ASARCO*, 650 F.3d at 601 ("Section 363 of the Bankruptcy Code addresses the Debtors' use of property of the estate and incorporates a business judgment standard."); *Stanziale v. Nachtomi (In re Tower Air, Inc.)*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that "[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task").

48. The business judgment rule shields debtor decisions from judicial "second-guessing." Once a debtor articulates a valid business justification, the business judgment rule "is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the company." *In re S.N.A. Nut Co.*, 186 B.R. 98, 102 (Bankr. N.D. Ill. 1995) (citations omitted); *see also In re Filene's Basement, LLC*, No. 11-13511 (KJC), 2014 WL 1713416, at *12 (Bankr. D. Del. Apr. 29, 2014) ("If a valid business justification exists, then a strong presumption follows that the agreement at issue was negotiated in good faith and is in the best interests of the estate.") (citations omitted); *see also In re Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) ("[A] presumption of reasonableness attaches to a Debtors' management decisions."). Thus, if a Debtors' actions here satisfy the business judgment rule, which the Debtors asset is the case, then the transaction in question should be approved by the Court under section 363(b)(1) of the Bankruptcy Code.

49. Generally, courts have applied four factors in determining whether a sale of assets should be approved: (i) whether a sound business purpose exists for the sale; (ii) whether the proposed sale price is fair; (iii) whether the debtor has provided adequate and reasonable notice;

and (iv) whether the buyer acted in good faith. *See, e.g.*, *In re Delaware & Hudson Ry.*, 124 B.R. 169, 176 (D. Del. 1991) ("Once a court is satisfied that there is a sound business reason or an emergency justifying the pre-confirmation sale the court must also determine that the trustee has provided the interested parties with adequate and reasonable notice, that the sale price is fair and reasonable and that the purchaser is proceeding in good faith."); *see also In re Eiger Biopharmaceuticals, Inc.*, Case No. 24-80040 (SGJ) (Bankr. N.D. Tex. Aug. 21, 2024) [Docket No. 558]; *In re Sunland Medical Found.*, Case No. 23-80000 (MVL) (Bankr. N.D. Tex. Dec. 1, 2023) [Docket No. 320]; *In re Christian Care Centers, Inc.*, Case No. 22-80000 (SGJ) (Bankr. N.D. Tex. July 21, 2022 [Docket No. 264].

A. Sound Business Purpose Exists for the Sale.

50. Here, a sound business purpose exists for the Sale because the Debtors believe that the Sale will maximize the value of its Assets, exposing them to the market as part of a competitive, arms' length process. It is well-settled that, where there is a court-approved auction process, a full and fair price is presumed to have been obtained for the assets sold because the best way to determine value is to expose assets to the market. *See Bank of Am. Nat'l Trust & Sav. Ass'n. v. 203 N. LaSalle St. P'ship*, 526 U.S. 434, 457 (1999); *see also In re Trans World Airlines, Inc.*, No. 01-00056, 2001 WL 1820326, *4 (Bankr. D. Del. 2001) ("[I]t is worth noting that a [section] 363(b) sale transaction does not require an auction procedure. The auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction."). Consequently, the ultimately successful bid, after being subject to a "market check" in the form of the marketing process contemplated by the Bidding Procedures and Auction, will constitute, in the Debtors' business judgment, the highest or otherwise best offer for the Assets and will provide a greater recovery for their estates than any known or practicably available alternative. Also, because any sale of the Assets likely will contemplate the assumption of certain of the Debtors' Contracts,

it will result in payment in full through cure payments for a number of the Debtors' creditors who are Contract Counterparties.

51. As noted above, prior to the Bid Deadline, SSG will market the Assets and solicit other offers consistent with the Bidding Procedures and Bidding Procedures Order, including, for example, by contacting parties, providing Qualified Bidders with data room access and requested information, and otherwise assisting the Debtors with all efforts to increase transaction value. In this way, the number of bidders that are eligible to participate in the competitive auction process proposed here will be maximized, or, if no Auction is held because no Auction is necessary, the purchase price will, conclusively, be deemed fair value.

52. Thus, the Debtors submit that the Successful Bid, whether submitted by the Stalking Horse Bidder or another Successful Bidder, will constitute the highest or otherwise best offer for the Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative, under the circumstances. As such, the Debtors' determination to sell the Assets through the Auction process and, subsequently to enter into a purchase agreement with the Successful Bidder, is a valid and sound exercise of the Debtors' business judgment. The Debtors will submit evidence at the Sale Hearing to support these conclusions. Therefore, the Debtors request that the Court, following the conclusion of the auction and sale process and determination of the Successful Bid by the Debtors, in consultation with the Consultation Parties, find that the proposed sale of the Assets to the Successful Bidder is a proper exercise of the Debtors business judgment and is authorized and approved, and enter the Sale Order.

B. Adequate and Reasonable Notice of the Auction and Sale Will be Provided.

53. The Auction Notice (a) will be served in a manner that provides parties in interest notice of the date, time, and location of the Auction and Sale Hearing; (b) informs parties in interest

of the deadlines for objecting to the Sale and/or the assumption and assignment of the Contracts; and (c) includes certain other information relevant to parties interested in or affected by the Sale. The form and manner of the Auction Notice will have been approved by this Court pursuant to the Bidding Procedures Order after notice and a hearing before it is served on parties in interest.

C. The Sale Has Been Proposed in Good Faith Without Collusion, and the Successful Bidder Is a "Good Faith Successful Bidder."

54. The Debtors request that the Court find the Successful Bidder, once determined, is entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code in connection with the Sale of Assets. Section 363(m) provides in relevant part:

> [t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease or property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

55. Section 363(m) thus protects the purchaser of assets sold pursuant thereto from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal, as long as such purchaser leased or purchased the assets in "good faith." *See id*. While the Bankruptcy Code does not define "good faith," courts have held that a good faith purchaser is one who purchases assets for value, in good faith, and without notice of adverse claims. *In re O'Dwyer*, 611 Fed. App'x 195, 200 (5th Cir. 2015); *In re Mark Bell Furniture Warehouse, Inc.*, 992 F.2d 7, 9 (1st Cir. 1993); *In re Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985); *In re Congoleum Corp.*, No. 03-51524, 2007 WL 1428477, *2 (Bankr. D.N.J. May 11, 2007). A party would have to show fraud or collusion between the successful bidder and the debtor or trustee or other bidders to demonstrate a lack of good faith. An appropriate characterization of good faith in a bankruptcy

sale is a lack of "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders." *In re Bleaufontaine, Inc.*, 634 F.2d 1383, 1388 n.7 (5th Cir. 1981) (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)).

56. The Debtors submit that the Successful Bidder, will be a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code, and the Stalking Horse Purchase Agreement and any marked versions thereof submitted by Qualified Bidders, would be good faith, arm's length agreements entitled to the protections of section 363(m). The Debtors believe that a finding of good faith within the meaning of Bankruptcy Code section 363(m) will be appropriate for any Successful Bidder. Pursuant to the Bidding Procedures, any Successful Bidder will have had to present a Bid in accordance with the Bidding Procedures. In addition, the Debtors will not choose as the Successful Bidder or Back-Up Bidder any entity whose good faith under section 363(m) of the Bankruptcy Code can reasonably be doubted, and will be prepared to present the Court with sufficient evidence to allow the Court to find that the "good faith" standard of section 363(m) of Bankruptcy Code has been satisfied.

57. *First*, as set forth in more detail above, the consideration to be received by the Debtors from a Successful Bidder will be substantial, fair, and reasonable. *Second*, any Successful Bidder APA with a Successful Bidder will be the culmination of the competitive Auction process in which all parties will be represented by counsel and all negotiations will be conducted on an arm's length, good faith basis. *Third*, there is no indication of any "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders" or similar conduct that would cause or permit the Sale to be avoided under section 363(n) of the Bankruptcy Code. With respect to Potential Bidders and Qualified Bidders, the Bidding

Procedures are designed to ensure that no party is able to exert undue influence over the process. *Finally*, any bids that the Debtors ultimately determine to be Successful Bids will have been evaluated and approved by the Debtors in consultation with the Consultation Parties. Accordingly, the Debtors believe that the Successful Bidder, and its Successful Bidder APA, should be entitled to the full protections of section 363(m) of the Bankruptcy Code.

VII. The Transaction Should be Approved "Free and Clear" Under Section 363(f).

58. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in the property if: (a) applicable non-bankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is the subject of a *bona fide* dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f).

59. Section 363(f) is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the Debtors' sale of the Assets free and clear of all liens, claims, encumbrances, and other interests, except with respect to any interests that may be assumed liabilities under the applicable purchase agreement. *See In re Nature Leisure Times, LLC*, No. 06-41357, 2007 WL 4554276, at *3 (Bankr. E.D. Tex. Dec. 19, 2007) ("The language of § 363(f) is in the disjunctive such that a sale free and clear of an interest can be approved if any one of the aforementioned conditions contained in § 363(f) are satisfied."); *see also In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) ("[I]f any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens."); *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 354 (E.D. Pa. 1988) (holding that a sale "free and clear" may be approved provided the requirements of at least one subsection are met).

60. The Debtors submit that, to the extent that any interest in the Assets will not be an assumed liability, any such interest in the Assets satisfies or will satisfy at least one of the five conditions of section 363(f) of the Bankruptcy Code, and that any such interest in the Assets will be adequately protected by either being paid in full at the closing, or by having it attach to the net proceeds of the Sale, subject to any claims and defenses the Debtors may possess with respect thereto. Accordingly, the Debtors requests authority to convey the Assets to the Successful Bidder free and clear of all encumbrances, with any such encumbrances to attach to the proceeds of the Sale (subject to a successful credit bid by the Stalking Horse Bidder), subject to the Sale Order to be entered with respect to such Successful Bidder following the conclusion of the Debtor's auction and sale process.

VIII. The Assumption and Assignment of the Contracts Should be Approved.

A. The Assumption and Assignment of Executory Contracts and Unexpired Leases Reflects the Debtors' Business Judgment.

61. Section 365(a) of the Bankruptcy Code authorizes a debtor to assume and/or assume and assign its executory contracts and unexpired leases, subject to the approval of the court as long as defaults under such contracts and leases are cured and adequate assurance of future performance is provided. The Debtors' decision to assume, assume and assign, or reject any executory contract or unexpired lease must only satisfy the "business judgment rule" and will not be subject to review unless such decision is clearly an unreasonable exercise of such judgment. *See, e.g.*, *Grp. Of Inst'l Invrs. v. Chicago, Milwaukee, St. Paul & Pacific Ry. Co.*, 318 U.S. 523 (1943) (applying Bankruptcy Act section 77(b), predecessor to Bankruptcy Code section 365, and rejecting test of whether executory contract was burdensome in favor if whether rejection is within the Debtors' business judgment); *Mirant Corp. v. Potomac Electric Power Co. (In re Mirant Corp.)*, 378 F.3d 511, 524–25 & n.5 (5th Cir. 2004) (noting that the "usual" standard governing

approval of a Debtors' decision to assume or reject an executory contract is whether the Debtors' business judgment supports assumption or rejection). Under the business judgment test, a court should approve a debtors' proposed assumption or assumption and assignment if it will benefit the estate. *In re Food City, Inc.*, 94 B.R. 91, 93–94 (Bankr. W.D. Tex. 1988).

62. The business judgment test "requires only that the trustee [or debtor in possession] demonstrate that [assumption] or rejection of the contract will benefit the estate." *Wheeling-Pittsburgh Steel Corp. v. West Penn Power Co., (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987); *see also In re J. C. Penney Direct Mktg. Servs., LLC*, 50 F.4th 532, 533–35 (5th Cir. 2022) (noting business judgment standard applies to assumption of lease contracts). Any more exacting scrutiny would slow the administration of a debtors' estate and increase costs, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten a court's ability to control a case impartially. *See Richmond Leasing Co. v. Capital Bank*, 762 F.2d 1303, 1311 (5th Cir. 1985).

63. Here, the Court should approve the Debtors' decision to assume and assign designated Contracts to the Successful Bidder in connection with the Sale as a sound exercise of the Debtors' business judgment. *First*, certain Contracts are necessary to operate the Assets and, as such, they are essential to inducing the best offer for the Assets. *Second*, it is unlikely that any bidder would want to acquire the Assets unless a significant number of the Contracts needed to manage the Debtors' day-to-day operations were included in the transaction. *Third*, the Stalking Horse Purchase Agreement and any marked copy of the Stalking Horse Purchase Agreement submitted by a Potential Bidder will provide that the assumption and assignment of the Contracts is integral to, and inextricably integrated in, a proposed Sale. *Finally*, the Contracts will be

assumed and assigned though the process approved by the Court pursuant to the Bidding Procedures Order and, thus, will be reviewed by key constituents in the Chapter 11 Cases.

64. Accordingly, the Debtors submit that the assumption and assignment of the designated Contracts by way of the Assumption and Assignment Procedures to the Successful Bidder should be approved as an exercise of their business judgment pursuant to the Sale Order.

B. Defaults Under the Assumed Contracts Will Be Cured Through the Transaction.

65. Upon finding that a debtor has exercised its business judgment in determining that assuming an executory contract or unexpired lease is in the best interest of its estate, courts must then evaluate whether the assumption meets the requirements of Bankruptcy Code section 365(b), specifically that a debtor "cure, or provide adequate assurance that the debtor will promptly cure," any default, including compensation for "actual pecuniary loss" relating to such default. 11 U.S.C. § 365(b)(1)(A).

66. The Debtors submit that the statutory requirements of the section 365(b)(1)(A) of the Bankruptcy Code will be promptly satisfied because the Stalking Horse Purchase Agreement and any other asset purchase agreement submitted by a Qualified Bidder will require that the Stalking Horse Bidder or such Qualified Bidder cure all defaults associated with, or that are required to properly assume, any assumed Contracts. Because the Assumption and Assignment Procedures (once approved) provide a clear process by which to resolve disputes over cure costs, the Debtors are confident that if defaults exist that must be cured, such cure will be achieved fairly, efficiently, and properly, consistent with the Bankruptcy Code and with due respect to the rights of all Contract Counterparties.

C. Contract Counterparties Will Be Adequately Assured of Future Performance.

67. The Debtors submit that the requirement of the section 365(b) Bankruptcy Code—adequate assurance of future performance—will also be satisfied given the facts and circumstances present here. "The phrase 'adequate assurance of future performance,' adopted from section 2-609(1) of the Uniform Commercial Code, is to be given a practical, pragmatic construction based upon the facts and circumstances of each case. Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance." *In re Carlisle Homes*, 103 B.R. 524, 538 (D.N.J. 1988) (internal citations omitted). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *See In re Filene's Basement*, 2014 WL 1713416, at *12 (holding that a contract could be assigned because the assignee had the financial ability to perform the contract obligations going forward and would not fail to perform the contract's obligations at risk of losing a significant investment); *In re Bygaph, Inc.*, 56 B.R. 596, 605−06 (Bankr. S.D.N.Y. 1986) (holding that adequate assurance of future performance is present where a prospective assignee has the financial resources and has expressed a willingness to devote sufficient funding to a business to give it a strong likelihood of succeeding).

68. The Debtors will demonstrate that the requirements for assumption and assignment of the Contracts to the Successful Bidder will be satisfied. As required by the Bidding Procedures, the Debtors will evaluate the financial wherewithal of Potential Bidders before designating such party a Qualified Bidder (*e.g.*, financial credibility, willingness, and ability of the interested party to perform under any contracts or leases to be assumed) and will demonstrate such financial wherewithal, willingness, and ability to perform under any contracts or leases to be assumed and assigned to a Successful Bidder. Further, the Assumption and Assignment Procedures provide the Court and other interested parties ample opportunity to evaluate and, if necessary, challenge the

ability of the Successful Bidder to provide adequate assurance of future performance and object to the assumption and assignment of the Contracts or proposed cure costs. The Court therefore should have a sufficient basis to authorize the Debtors to assume and assign any Contract to be assumed and assigned to the Successful Bidder.

WAIVER OF ANY APPLICABLE STAY

69. The Debtors seek a waiver of any stay of the effectiveness of the order granting this Motion. Pursuant to Bankruptcy Rule 6004(h), any "order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." The Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable.

RESERVATION OF RIGHTS

70. Nothing in the Motion should be construed as (a) an admission as to the validity, priority, or character of any claim or other asserted right or obligation, or a waiver or other limitation on the Debtors' ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (b) a promise or requirement to pay any claim or other obligation; or (c) granting third-party-beneficiary status, bestowing any additional rights on any third party, or being otherwise enforceable by any third party.

NOTICE

71. The Debtors will provide notice of the Motion to (i) to any person or entity that has filed a request for notices with this Court prior to the date of notice; (ii) the DIP Agent and its counsel; (iii) the Prepetition Agent and its counsel; (iv) all parties known to the Debtors to be

asserting liens against or security interests in any of the DIP Collateral or Prepetition Collateral; (v) the Office of the United States Trustee for Region 6; (vi) the Internal Revenue Service; (vii) all state taxing authorities in the states in which the Debtors have any known tax liabilities; (viii) the Securities and Exchange Commission; (ix) the Texas Attorney General; (x) all entities known by the Debtors or its advisors to have expressed a bona fide interest in acquiring any of the Debtors' assets; and (xi) to the extent not included above, all parties listed on the Debtors' creditor matrix.

NO PRIOR REQUEST

72. No previous request for the relief sought herein has been made to this or any other court.

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WHEREFORE, the Debtors respectfully request entry, in stages, of the (i) Bidding Procedures Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein to be entered pursuant thereto and such other and further relief as may be just and proper, and (ii) the Sale Order, substantially in the form attached hereto as **Exhibit B** (as may be modified prior to the Sale Hearing) granting the relief requested herein to be entered pursuant thereto and such other and further relief as may be just and proper.

Dated: April 27, 2026

Respectfully submitted,

By: */s/ Katharine Battaia Clark*

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Proposed Counsel for the Debtors and Debtors-in-Possession

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	
	)	Chapter 11
WISER SOLUTIONS, INC., *et al.*,[1]	)	
	)	Case No. 26-80002-swe11
Debtors.	)	
	)	(Joint Administration Requested)
	)	

ORDER (I)(A) APPROVING BIDDING PROCEDURES, (B) APPROVING THE STALKING HORSE BID AND EXPENSE REIMBURSEMENT, (C) SCHEDULING CERTAIN DATES AND DEADLINES, (D) APPROVING THE FORM AND MANNER OF NOTICE THEREOF, AND (E) ESTABLISHING NOTICE AND PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES; AND (II)(A) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF ALL ENCUMBRANCES, AND (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACTS AND LEASES, AND (III) GRANTING RELATED RELIEF

[1] The last four digits of Wiser Solutions, Inc.'s federal tax identification number are 5664. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/wiser. The location of Debtor Wiser Solutions, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1875 Mission Street, Suite 103, San Francisco, CA 94103.

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of two orders in stages, (I) following the Bidding Procedures Hearing, entry of an order (this "Order") (a) authorizing and approving the Bidding Procedures by which the Debtors will solicit and select the highest or otherwise best offer(s) for the sale or sales of all, substantially all, or any portion of the Assets; (b) authorizing and approving the Stalking Horse Bidder and Stalking Horse Bid on the terms set forth in the Stalking Horse Purchase Agreement, attached as **Exhibit 1** to this Order; (c) authorizing and approving the Expense Reimbursement relating to the Stalking Horse Bidder; (d) scheduling certain dates with respect thereto; (e) approving the manner of notice of the Auction and Sale Hearing; and (f) authorizing and approving procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, "Contracts") in connection with the Sale (as defined below); and (II) at the conclusion of the Sale Hearing, the entry of an order (the "Sale Order") authorizing and approving, among other things, (a) the sale of all or substantially all of the Debtors' Assets to the Stalking Horse Bidder or such other Successful Bidder free and clear of liens, claims, interests, and other encumbrances as set forth in the Stalking Horse Purchase Agreement and Sale Order (the "Sale"), and (b) pursuant to section 365 of the Bankruptcy Code, (i) the Debtors' assumption and assignment to the Stalking Horse Bidder or such other Successful Bidder of certain designated Contracts in connection with the Sale, all as more fully set forth in the Motion and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; 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 this Court may enter a final order consistent with

[2] Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Motion or Bidding Procedures, as applicable.

Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion that is authorized and approved pursuant to this Order is in the best interests of the Debtors, the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the relief requested in the Motion that is authorized and approved pursuant to this Order were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Bidding Procedures Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Bidding Procedures Hearing 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, it is **HEREBY ORDERED THAT**:

1. 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 this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any findings of fact constitute conclusions of law, they are adopted as such. To the extent any of conclusions of law constitute findings of fact, they are adopted as such.

2. The Bidding Procedures are fair, reasonable, and appropriate and are designed to promote participation and active bidding and ensure that the highest or otherwise best value is generated for the Assets.

3. The Bidding Procedures were negotiated at arm's length, in good faith, and without collusion. The Bidding Procedures balance the Debtors' interests in concluding the Sale and these

chapter 11 cases as expeditiously as possible to reduce administrative burdens on the Debtors' estates while creating the opportunity to attract value-maximizing Bids beneficial to the Debtors' estate, their creditors, and other parties in interest.

4. The Debtors have articulated good and sufficient business reasons for this Court to grant the relief requested in the Motion that is authorized and approved pursuant to this Order, including, without limitation, to approve the Bidding Procedures and Expense Reimbursement. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, are incorporated herein by reference and, *inter alia*, form the basis for the Court's findings of fact and conclusions of law herein.

5. The Stalking Horse Purchase Agreement represents the highest or otherwise best offer the Debtors have received to date to purchase the Assets designated for purchase thereunder. The Stalking Horse Purchase Agreement provides the Debtors with the opportunity to sell such Assets in a manner designed to preserve and maximize their value and provides a floor for a further marketing and auction process. Without the Stalking Horse Purchase Agreement, the Debtors are at significant risk of realizing a lower price for their Assets. The Stalking Horse Bidder shall act as a "stalking horse bidder" pursuant to the Stalking Horse Purchase Agreement and shall be subject to higher or otherwise better offers in accordance with the Stalking Horse Purchase Agreement and the Bidding Procedures. Pursuit of the Stalking Horse Bidder as a "stalking horse bidder" and the Stalking Horse Purchase Agreement as a "stalking horse purchase agreement" is in the best interests of the Debtors and the Debtors' estates and their creditors, and it reflects a sound exercise of the Debtors' business judgment.

6. The Expense Reimbursement to be paid to the Stalking Horse Bidder in the event it is not the Successful Bidder and the Debtors close an alternate transaction with another Qualified

Bidder (a) was negotiated at arm's length, in good faith, and without collusion, (b) is an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code, (c) is commensurate to the real and material benefits conferred upon the Debtors' estates by the Stalking Horse Bidder, and (d) is fair, reasonable, and appropriate, including in light of the commitments and the efforts that have been made and will be expended by the Stalking Horse Bidder. The Expense Reimbursement is a material inducement for, and a condition of, the Stalking Horse Bidder to be bound by the Stalking Horse Purchase Agreement.

7. The Auction Notice, substantially in the form attached hereto as **Exhibit 2**, and incorporated herein by reference, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the opportunity to submit a Bid and of the Auction.

8. All formal and informal objections to the relief granted herein that have not been withdrawn with prejudice, waived, or settled, and all reservations of rights and/or statements included in such objections, are overruled and denied on the merits with prejudice, and the relief requested in the Motion to be granted at the Bidding Procedures Hearing is approved as set forth herein.

I. Stalking Horse

9. **Stalking Horse Bidder**. The Stalking Horse Bidder is a Qualified Bidder for all purposes, the Stalking Horse Bid as set forth in the Stalking Horse Purchase Agreement is a Qualified Bid, and the Debtors are hereby authorized and approved to enter into and perform their obligations under the Stalking Horse Purchase Agreement. The Stalking Horse Bidder is credit bidding pursuant to 11 U.S.C. § 363(k), and thus is not required to make a Deposit with the Debtors. The Stalking Horse Bidder shall have the unqualified right at any time to credit bid on a

dollar-for-dollar basis up to the full amount of the Prepetition Obligations and the DIP Obligations. Notwithstanding the foregoing, nothing in this Order shall abridge the Challenge Period (as defined in the DIP Orders).[3]

10. **Expense Reimbursement**. The Expense Reimbursement is approved and is payable in accordance with, and subject to the terms of, the Stalking Horse Purchase Agreement and this Order. The Debtors shall comply with their obligations to pay the Expense Reimbursement as required by and in accordance with the provisions of the Stalking Horse Purchase Agreement, and the Expense Reimbursement shall survive termination of the Stalking Horse Purchase Agreement, dismissal, or conversion of any of these chapter 11 cases, and confirmation of any chapter 11 plan. No person or entity other than the Stalking Horse Bidder shall be entitled to any expense reimbursement (including legal fees), break-up fees, "topping," termination, or other similar fees or payments, and by submitting a Bid, such person or entity is deemed to have waived their right to request or to file with the Court any request for expense reimbursement or any fee of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise (including a theory of substantial contribution).

11. **Good Faith**. The Stalking Horse Bidder and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in connection with the Stalking Horse Bid, the Stalking Horse Bidder's negotiation and entry into the Stalking Horse Purchase Agreement, and the negotiation of the Expense Reimbursement, the Bidding Procedures, and this Order.

[3] On the Petition Date, the Debtors filed a motion seeking orders granting them authority to borrow post-petition financing and use cash collateral (the "DIP Financing Motion") on an interim basis and on a final basis (collectively, the "DIP Orders").

II. Important Dates and Deadlines

12. **Bid Deadline**. The deadline by which all Qualified Bids must be **actually received** by the Bid Notice Parties specified in the Bidding Procedures is June 15, 2026, at 5:00 p.m. (prevailing Central Time) is (the "Bid Deadline").

13. **Auction**. The Debtors will conduct the Auction in accordance with the Bidding Procedures on June 18, 2026, at 10:00 a.m. (prevailing Central Time), if the Debtors receive one or more Qualified Bids (other than the Stalking Horse Bid) from Qualified Bidders prior to the Bid Deadline.

14. If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Bid) prior to the Bid Deadline: (a) the Debtors shall not hold the Auction, (b) the Stalking Horse Bidder shall be the Successful Bidder for the Assets and the Stalking Horse Bid shall be the Successful Bid, (c) within one (1) Business Day following the Bid Deadline, the Debtors shall file a notice on the Court's docket declaring the Stalking Horse Bidder as the Successful Bidder for the Assets and the Stalking Horse Bid as the Successful Bid, and (d) the Debtors shall proceed with and seek final approval of the Stalking Horse Purchase Agreement and the Sale at the Sale Hearing.

15. **Notice of Successful Bidder**. As soon as reasonably practicable upon conclusion of the Auction, if any, the Debtors shall file on the Court's docket and serve a notice (the "Notice of Successful Bidder"), which shall (a) identify the Successful Bidder and Back-Up Bidder, (b) include a copy the Successful Bid and Back-Up Bid or a summary of the material terms of such bids, including any assumption and assignment of contracts contemplated thereby, and (c) set forth other relevant dates and deadlines or other information relating to the results of the Auction.

16. **Cure Objection Deadline**. Objections to the proposed assumption and assignment of Contracts, or the Cure Amounts proposed with respect thereto must (a) be in writing, (b) comply

with the applicable provisions of the Bankruptcy Rules and the Local Rules, (c) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amount, state the cure amount alleged by the objecting counterparty to be owed, together with any applicable and appropriate documentation in support thereof, and (d) be filed with the Court and served upon (i) counsel to the Debtors, (ii) the Bid Notice Parties, (iii) counsel to any Official Committee of Unsecured Creditors appointed in these chapter 11 cases (the "Committee"), (iv) the Office of the United States Trustee for the Region 6 (the "US Trustee"), and (v) any other person or entity that has requested notice pursuant to Bankruptcy Rule 2002, so as to be actually received no later than June 9, 2026, at 12:00 p.m. (prevailing Central Time) (the "Cure Objection Deadline"), or the applicable deadline set forth in any Supplemental Assumption Notice (as defined below) or any supplement to the Closing Assigned Contract List (as defined below), as applicable. The Debtors, following prior consultation with the Consultation Parties, may modify the Cure Objection Deadline or the deadline set forth in any Supplemental Assumption Notice or any supplement to the Closing Assigned Contract List, as applicable by filing a notice of such modification on the Court's docket.

17. **Sale Objection Deadline**. Objections to the Sale, adequate assurance of future performance on the part of, or the identity of, the Stalking Horse Bidder, and the Sale Order must: (a) be in writing and specify the nature of such objection, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all orders of the Court, and (c) be filed with the Court and served so as to be actually received by (i) counsel to the Debtors, (ii) the Bid Notice Parties, (iii) counsel to the Committee, (iv) the US Trustee, and (v) any other person or entity that has requested notice pursuant to Bankruptcy Rule 2002, on or before June 9, 2026, at 12:00 (prevailing Central Time) ("Sale Objection Deadline").

18. **Post-Auction Objection Deadline**. Objections to the identity of the Successful Bidder (other than the Stalking Horse Bidder) or adequate assurance of future performance by the Successful Bidder (other than the Stalking Horse Bidder) must: (a) be in writing and specify the nature of such objection, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all orders of the Court, and (c) be filed with the Court and served so as to be actually received by (i) counsel to the Debtors, (ii) the Bid Notice Parties, (iii) counsel to the Committee, (iv) the US Trustee, and (v) any other person or entity that has requested notice pursuant to Bankruptcy Rule 2002, on or before June 22, 2026, at 12:00 (prevailing Central Time) (the "Post-Auction Objection Deadline").

19. **Failure to Object**. If any person or entity fails to timely file with the Court and serve an objection by the Sale Objection Deadline or otherwise abide by the procedures set forth in the Bidding Procedures regarding an objection to the Sale, such person or entity shall be barred from asserting at the Sale Hearing or otherwise any objection to the relief requested in the Motion or to the consummation and performance of the Sale, including the sale and transfer of the Assets to the Successful Bidder, free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to "consent" for the purposes of section 363(f)(2) of the Bankruptcy Code.

20. **Sale Hearing.** The Sale Hearing will be held on June [23], 2026, at [●] (prevailing Central Time), at which the Court will consider approving the Stalking Horse Bid, or such other Successful Bid, the Back-Up Bid, and the Sale to the Stalking Horse Bidder, or such other Successful Bidder. The Sale Hearing, following prior consultation with the Consultation Parties, may be adjourned by announcement in open Court or on the Court's calendar without any further notice required.

III. Auction, Bidding Procedures, and Related Relief.

21. The Bidding Procedures attached hereto as **Exhibit 3**, including the Auction Notice attached hereto as **Exhibit 2**, are fully incorporated herein and approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all Bids. Any person or entity desiring to bid on the Debtors' Assets shall comply with the Bidding Procedures and this Order. The Debtors are authorized to take all actions as are necessary or appropriate to implement the Bidding Procedures.

22. Each Qualified Bidder participating at the Auction, if any, shall be required to certify that it has not engaged in any collusion with respect to the bidding or the Sale. The Auction, if any, shall be (a) conducted openly and on the record, (b) conducted virtually or in person, in the discretion of the Debtors and in prior consultation with the Consultation Parties, and (c) transcribed, videotaped, or recorded, in the discretion of the Debtors.

23. Pursuant to the Bidding Procedures, the Debtors, in their business judgment and in prior consultation with the Consultation Parties, may (a) determine which Qualified Bid is the highest or otherwise best offer, (b) reject or terminate, at any time before entry of the Sale Order, any Bid (other than the Stalking Horse Bid) that the Debtors determine is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, this Order, or the terms and conditions of the Sale, or (iii) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders, and (c) impose such other terms and conditions upon Qualified Bidders as the Debtors determine to be in the best interests of the Debtors, their estates, their creditors, and other stakeholders that are not inconsistent with the Bidding Procedures and this Order.

24. All Deposits provided by Qualified Bidders shall be held, in the discretion of the Debtors, either in a non-interest-bearing escrow account to be identified and established by the Debtors or held in trust by the Debtors on a non-interest bearing basis in a designated debtor in possession bank account to be identified by the Debtors, shall not be property of the Debtors' bankruptcy estates unless and until released from escrow to the Debtors pursuant to the terms of the applicable escrow agreement, the Bidding Procedures, this Order, or such other order of this Court, as applicable.

25. The Auction Notice, substantially in the form attached hereto as **Exhibit 2**, is hereby approved. Within two (2) business days following entry of this Order, the Debtors shall cause the Auction Notice to be served upon (a) the US Trustee, (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis), (c) the office of the attorney general for each of the states in which the Debtors operate, (d) United States Attorney's Office for the Northern District of Texas, (e) the Internal Revenue Service, (f) the United States Securities and Exchange Commission, (g) the United States Department of Justice, (h) Crestline Agent and its counsel, (i) counsel to the Stalking Horse Bidder, (j) counsel to the Committee, if any, (k) all parties who have expressed an interest in the Assets to the Debtors or their representatives, (l) all known holders of liens, claims, interests, and other encumbrances on, against or secured by any of the Debtors' assets, and (m) any other person or entity that has requested notice pursuant to Bankruptcy Rule 2002. Within two (2) business days following entry of this Order, the Debtors shall post the Auction Notice on the website maintained by Epiq, the Debtors' noticing and claims agent. Such notice shall be deemed sufficient and proper notice of the Sale with respect to any interested parties, including any Potential Bidders, and conforms to the requirements of Bankruptcy Rules 2002(l) and 9008.

IV. Assumption and Assignment Procedures

26. The assumption and assignment procedures set forth below regarding the assumption and assignment of Contracts proposed to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the Stalking Horse Bidder or such other Successful Bidder pursuant to section 365(f) of the Bankruptcy Code in connection with the Sale are hereby approved.

(a) **Notice of Contract Assumption.** Within three (3) business days following entry of this Order, the Debtors shall file on the docket and serve a notice of Contracts that may be assumed and assigned to the Stalking Horse Bidder in connection with the Stalking Horse Bid (the "Initial Contract Assumption Notice"), in substantially the form attached hereto as **Exhibit 4**, via first class mail on the counterparties to such Contracts (the "Contract Counterparties"). The Initial Contract Assumption Notice, shall inform each recipient of the timing and procedures relating to such assumption and assignment, and, to the extent applicable, (i) the title of the Contract, (ii) the name of the counterparty to the Contract, (iii) the Debtors' good faith estimates of the amounts necessary to satisfy any monetary defaults thereunder as required by the Bankruptcy Code ("Cure Amounts"), if any, and (iv) the Cure Objection Deadline. Inclusion of a Contract on the Initial Contract Assumption Notice, any Supplemental Contract Assumption Notice, or any supplement to the Closing Assigned Contract List does not constitute an admission that any such Contracts are executory contracts or unexpired leases or that such stated Cure Amount constitutes a claim against the Debtors or a right against the Stalking Horse Bidder or such other Successful Bidder. In addition, the inclusion of a Contract on the Initial Contract Assumption Notice, any Supplemental Contract Assumption Notice, or any supplement to the Closing Assigned Contract List is not a guarantee or requirement that such Contract will ultimately be assumed and assigned to the Stalking Horse Bidder or such other Successful Bidder.

(b) **Cure Amounts.** The payment of the applicable Cure Amounts by the Stalking Horse Bidder or such other Successful Bidder shall (i) effect a cure of all defaults existing thereunder, and (ii) compensate for any actual pecuniary loss to such counterparty resulting from such defaults.

(c) **Supplemental Contract Assumption Notices.** The Stalking Horse Bidder shall have the right up to one (1) business day prior to the Bid Deadline and on written notice to the Debtors to designate additional Contracts to be assumed and assigned that were not included on the Initial Contract Assumption Notice. In such event and/or if the Debtors, at any time after filing on the Court's docket and serving the Initial Contract Assumption

Notice, (i) identify additional Contracts that may be assumed by and assigned to the Stalking Horse Bidder or such other Successful Bidder, or (ii) modify the previously stated Cure Amount associated with any Contract, the Debtors will promptly file with the Court and serve by first-class mail a supplemental notice of contract assumption (a "Supplemental Assumption Notice") on each of the Contract counterparties affected by the Supplemental Assumption Notice. Each Supplemental Assumption Notice will include the same categories of information set forth in the Initial Contract Assumption Notice.

(d) The Stalking Horse Bidder or such other Successful Bidder shall then have up until the Closing to (i) designate any additional Contracts to be assumed and assigned at Closing that were not included on the Contract Assumption Notice or any Supplemental Assumption Notice and/or (ii) remove any Contracts that were included on the Initial Contract Assumption Notice or any Supplemental Assumption Notice; *provided, however*, such Successful Bidder (other than the Stalking Horse Bidder) shall be prohibited from removing any Contracts that were included on the Initial Contract Assumption Notice or any Supplemental Assumption Notice to the extent such removal would, in the reasonable determination of the Debtors, in prior consultation with the Consultation Parties, result in the Successful Bid no longer being the highest or otherwise best bid for the assets subject to such Successful Bid. Within two (2) business days following the Closing, the Debtors shall file and serve on the Court's docket a Supplemental Assumption Notice setting forth the Contracts to be assumed and assigned on the Closing Date to the Stalking Horse Bidder or such other Successful Bidder (the "Closing Assigned Contract List").

(e) **Objections.** Objections, if any, to the proposed assumption and assignment of Contracts or the Cure Amount proposed with respect thereto, must (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules and Local Rules, (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amount, state the cure amount alleged by the objecting counterparty to be due, together with any applicable and appropriate documentation in support thereof, and (iv) be filed with the Court and served upon (a) counsel to the Debtors, (b) the Bid Notice Parties, (c) counsel to the Committee, (d) the US Trustee, and (e) any other person or entity that has requested notice pursuant to Bankruptcy Rule 2002, so as to be **actually received by the Cure Objection Deadline, the deadline set forth in any Supplemental Assumption Notice, or any supplement to the Closing Assigned Contract List, as applicable**. The Debtors, following prior consultation with the Consultation Parties, may modify the Cure Objection Deadline, any deadline set forth in a Supplemental Assumption Notice, or any supplement to the Closing Assigned Contract List, as applicable, by filing a notice of such modification on the Court's docket.

(f) **Dispute Resolution.** Any objection to the proposed assumption and assignment of a Contract or related Cure Amount proposed in connection with the Sale that remains unresolved as of the date of the Sale Hearing, shall be heard at the Sale Hearing (or at a later date as fixed by the Court).

(g) **Post-Closing Designation Rights**. The Stalking Horse Bidder or such other Successful Bidder shall have the right following the Closing to designate and take an assignment of such additional Contracts for a period not to exceed fifteen (15) days (the "Designation Deadline"). Prior to the Designation Deadline, the Stalking Horse Bidder or such other Successful Bidder may, in its sole discretion, (i) supplement the Closing Assigned Contract List with additional Contracts (not previously rejected) to be designated for assumption and assignment, in which case such additional Contracts shall be assumed and assigned to the Stalking Horse Bidder or such other Successful Bidder (subject to providing appropriate prior notice to the applicable Contract counterparty and an opportunity to object to the extent not previously provided), or (ii) designate additional Contracts (not previously assumed and assigned) for exclusion and rejection, by delivering written notice to the Debtors, in which case, the Debtors shall move to reject any such Contracts; *provided, however,* that if any Contracts included on a supplement to the Closing Assigned Contract List (or on the Closing Assigned Contract List) are subject to a cure dispute or other dispute as to the assumption or assignment of such Contract that has not been resolved to the mutual satisfaction of the Stalking Horse Bidder and the Debtors prior to the Designation Deadline, then the Designation Deadline shall be extended (but only with respect to such Contract) to no later than the earlier of (i) the date on which such dispute has been resolved to the satisfaction of the Stalking Horse Bidder, the Debtors and the applicable counterparty to such Contract, (ii) the date on which such Contract is deemed rejected by operation of section 365 of the Bankruptcy Code and (iii) five (5) business days after the date upon which such dispute is finally determined by the Bankruptcy Court (the "Extended Contract Period"); *provided, further*, that the Stalking Horse Bidder or such other Successful Bidder may withdraw its designation with respect to such Contract at any time during the Extended Contract Period, which Extended Contract period shall not exceed fifteen (15) days following the Designation Deadline without the prior written consent of the Debtors.

27. Any person or entity failing to timely file an objection to the Cure Amounts or the proposed assumption and assignment of a Contract listed on the Initial Contract Assumption Notice, any Supplemental Assumption Notice, the Closing Assigned Contract List or any supplement thereto, as applicable, is deemed to have consented to (a) such Cure Amount, and (b) the related relief requested in the Motion that is authorized and approved pursuant to this Order,

and such person or entity shall be forever barred and estopped from objecting to the Cure Amounts, the assumption and assignment of the Contract, and/or the related relief requested in the Motion, whether or not applicable law excuses such counterparty from accepting performance by, or rendering performance to, the Successful Bidder for purposes of section 365(c)(1) of the Bankruptcy Code, and from asserting any additional cure or other amounts against the Debtors and/or the Successful Bidder with respect to such counterparty's Contract.

28. The Debtors shall, concurrently with the Notice of Successful Bidder, provide adequate assurance of future performance to each Contract counterparty with respect to the Successful Bidder; *provided* that any such evidence that constitutes nonpublic information shall be provided on a confidential basis. The Debtors are authorized to transmit such evidence of adequate assurances of future performance on a confidential basis to counsel for the applicable Contract counterparties via email.

29. The inclusion of a Contract in the Initial Contract Assumption Notice, any Supplemental Assumption Notice, or any supplement to the Closing Assigned Contract List will not obligate any Debtor to assume any Contract listed thereon or a Successful Bidder to take assignment of any such Contract, and the Debtors and Successful Bidder shall have no liability to any counterparty to a Contract if the Successful Bidder determines at any time not to take an assignment of such counterparty's Contract.

30. Any objection to the proposed assumption and assignment of a Contract or related Cure Amount proposed in connection with the Sale that remains unresolved as of the Sale Hearing, shall be heard at the Sale Hearing (or at a later date as fixed by the Court); *provided, however*, that objections to the proposed assumption and assignment of a Contract or related Cure Amount with

respect to any Contract added to a supplement to the Closing Assigned Contract List that was not previously given notice thereof, shall be resolved as set forth in paragraph 25(e) of this Order.

V. Miscellaneous.

31. All persons or entities (whether or not Qualified Bidders) that participate in the bidding process shall be deemed to have knowingly and voluntarily (a) consented to the entry of a final order by this Court in connection with the Motion to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution, and (b) waived any right to jury trial in connection with any disputes relating to any of the relief granted pursuant to this Order.

32. The Bidding Procedures may be modified by the Debtors, in prior consultation with the Consultation Parties, in any manner that is not inconsistent with or otherwise in contravention of the other terms of the Bidding Procedures or this Order, including, without limitation, to (a) impose additional terms and conditions with respect to any or all bidders, (b) extend the deadlines set forth herein or the date for the Auction and/or Sale Hearing (which may occur in open court), (c) amend the Bidding Procedures or Auction procedures, including to allow Qualified Bidders to bid on less than all Assets, as the Debtors may determine (in consultation with the Consultation Parties) to be in the best interests of their estates, or (d) offer for sale prior to or at or the Auction any assets of the Debtors that were not included in the Stalking Horse Bid; *provided that* all such modifications are disclosed to all Potential Bidders (if applicable) or to all Qualified Bidders (if applicable) prior to or on the record during the Auction. In addition, nothing in the Bidding Procedures shall require a Debtor or the board of directors, board of managers, or similar governing body of any Debtor to take any action, or to refrain from taking any action, with respect to any sale transaction pursuant to the Bidding Procedures, to the extent they determine, based on

the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law. For the avoidance of doubt, any extension of the Bid Deadline or other dates and deadlines related to the Sale and bidding process shall comply with the milestones and deadlines set forth in the DIP Orders (unless otherwise consented to by the DIP Agent in accordance with the DIP Orders and DIP Credit Agreement). Notwithstanding the foregoing, nothing herein or in the Bidding Procedures Order shall (i) act as, or be deemed to be, a waiver of any defaults or events of default under the Stalking Horse Purchase Agreement, the DIP Credit Documents, or the DIP Orders that may result therefrom, or (ii) amend, modify, waive or impair, or be deemed to amend, modify, waive or impair, any provisions of the Stalking Horse Purchase Agreement, the Bidding Procedures Order, the DIP Credit Documents, or the DIP Orders, or any rights or remedies of the Stalking Horse Bidder, or Crestline Agent, all of which are hereby preserved.

33. The failure to include or reference a particular provision of the Bidding Procedures, Stalking Horse Purchase Agreement, or the DIP Orders in this Order shall not diminish or impair the effectiveness or enforceability of such a provision in the Bidding Procedures, Stalking Horse Purchase Agreement, or DIP Orders, as applicable.

34. All parties in interest shall receive or be deemed to have received good and sufficient notice of the Motion and of the Auction, and no further notice of the foregoing shall be required except as expressly set forth herein.

35. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

36. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

37. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

38. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

 # # # END OF ORDER # # #

Order submitted by:

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Proposed Counsel for the Debtors and Debtors-in-Possession

Exhibit 1

Stalking Horse Purchase Agreement

Execution Version

ASSET PURCHASE AGREEMENT

by and among

WISER SOLUTIONS, INC.,

THE OTHER SELLERS SET FORTH ON SCHEDULE A

and

CL MATEO-A, LLC

dated as of

April 26, 2026

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement") is made as of April 26, 2026, by and among Wiser Solutions, Inc., a Delaware corporation ("Wiser Solutions"), the Subsidiaries of Wiser Solutions set forth on Schedule A (together with Wiser Solutions, "Sellers"), and CL Mateo-A, LLC, a Delaware limited liability company ("Buyer").

RECITALS

A. On the date hereof, each Seller intends to file (the date of such filing, the "Petition Date") a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") and to request that the cases be jointly administered under the caption of Wiser Solutions, Inc. (collectively, the "Bankruptcy Case").

B. In connection with the Bankruptcy Case, Sellers and Affiliates of Buyer entered into a debtor-in-possession credit facility, pursuant to which certain lenders agreed to provide a senior secured superpriority debtor-in-possession credit facility to Sellers pursuant to the Crestline DIP Order and the Crestline DIP Credit Documents.

C. Sellers and the Acquired Subsidiaries are in the business of developing, marketing, selling and otherwise providing software and data analytics solutions to commercial customers, including retail price intelligence, dynamic pricing, and inventory analytics and monitoring services for brands, retailers and distributors (collectively, the "Business").

D. Subject to the terms and conditions set forth herein, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to purchase acquire and assume from Sellers, each Seller's rights, title and interests in the Acquired Assets and the Assumed Liabilities by credit bidding a portion of the outstanding obligations pursuant to the Crestline Secured Credit Documents.

E. The Acquired Assets and the Assumed Liabilities will be sold, transferred and assigned pursuant to the Sale Order of the Bankruptcy Court, authorizing and approving the sale of the Acquired Assets, assumption of the Assumed Liabilities, and the assumption and assignment of the Assigned Contracts pursuant to sections 105, 363 and 365 of the Bankruptcy Code in accordance with the terms and conditions of this Agreement.

F. On or around the Petition Date, Sellers intend to file the Sale Motion seeking, among other things, Bankruptcy Court approval of Sellers entering into this Agreement, subject to higher and better bids in accordance with the Bidding Procedures and Bidding Procedures Order.

AGREEMENT

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement:

"Acquired Assets" has the meaning set forth in Section 2.1.

"Acquired Subsidiaries" has the meaning set forth in Section 2.1(a).

"Acquired Subsidiary Accrued Taxes" means an amount equal to the sum of the accrued but unpaid Taxes of the Acquired Subsidiaries relating to any Pre-Closing Tax Period, separately calculated for each jurisdiction in which the Acquired Subsidiaries are liable for Taxes, calculated (i) except as otherwise provided herein, in accordance with the past practice and accounting methodologies of the Acquired Subsidiaries applied in filing their Tax Returns, and (ii) taking into account any Tax liabilities (A) relating to any cash received by the Acquired Subsidiaries as deferred revenue that has not been recognized in taxable income as of the Closing Date, (B) arising from a change in accounting method made on or prior to the Closing, (C) resulting from the application of Section 951 or Section 951A of the IRC with respect to income earned or recognized or payments received on or prior to the Closing Date (regardless of when such income is taken into account for Tax purposes) or (D) the payment of which has been deferred from a Pre-Closing Tax Period to a Post-Closing Tax Period under any applicable Law.

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified Person, where "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the Introductory Paragraph.

"Alternate Transaction" has the meaning set forth in Section 5.5(b).

"Annual Financial Statements" has the meaning set forth in Section 3.16(a).

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

"Assignment and Assumption Agreements" has the meaning set forth in Section 10.1(b).

"Assumed Liabilities" means only the following Liabilities of each Seller incurred exclusively in the operation of the Business as of the Closing (to the extent not paid prior to the Closing), and only to the extent set forth in the following clauses:

(a) all Liabilities under the Assigned Contracts, solely to the extent such Liabilities arise from and after the Closing Date (and do not relate to defaults of Sellers arising prior to the Closing Date);

(b) all amounts expressly allocated to Buyer pursuant to the terms of Section 2.6(b);

(c) all Cure Amounts; and

(d) any (A) Taxes that are assessed on, or in respect of, or are attributable to, the Acquired Assets or the Acquired Subsidiaries for any Post-Closing Tax Period and (B) any Transfer Taxes;

provided, however, that, notwithstanding anything to the contrary set forth in this definition, the Assumed Liabilities shall not include any Excluded Liabilities.

"Avoidance Actions" means all avoidance claims or causes of action under the Bankruptcy Code or applicable Law (including any preference or fraudulent conveyance), and all other claims or causes of action under any other provision of the Bankruptcy Code or applicable laws relating to the Acquired Assets

or Assumed Liabilities, including all actions relating to vendors and service providers used in the Business that are counterparties to Assigned Contracts or relating to Assumed Liabilities.

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

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

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

"Benefit Plans" has the meaning set forth in Section 3.14(a).

"Bidding Procedures" means the bidding procedures to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, in the form of Exhibit A attached hereto, or with such modifications thereto as may be agreed to in writing by Buyer.

"Bidding Procedures Order" means an order to be entered in the Bankruptcy Case, in form and substance reasonably satisfactory to Buyer (such agreement not to be unreasonably withheld, conditioned or delayed), setting forth a timeline and procedures for the solicitation of competitive bids for the Acquired Assets, scheduling an auction if any qualified overbids are submitted, scheduling a hearing on the approval of the sale of the Acquired Assets to the bidder selected by Sellers and approving the terms of this Agreement (including the Expense Reimbursement), as such order may be amended or supplemented from time to time with Buyer's prior written consent.

"Bill of Sale" has the meaning set forth in Section 10.1(a).

"Business" has the meaning set forth in the Recitals.

"Business Day" means any day other than a Saturday, a Sunday or any other day on which commercial banks in New York, New York are authorized or required by Law to close.

"Buyer" has the meaning set forth in the Introductory Paragraph.

"Claim" means a "claim" as defined in section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 2.6(a).

"Closing Assigned Contract List" has the meaning set forth in Section 2.4(c).

"Closing Date" has the meaning set forth in Section 2.6(a).

"COBRA" means Sections 601 through 608 of ERISA and IRC Section 4980B.

"Consent" means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization of any Person, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

"Contract" means any agreement, contract, license, lease, sublease, occupancy agreement, arrangement, commitment, promise, obligation, right, instrument, document or other similar understanding or undertaking, whether written or oral.

"Crestline Agent" means Crestline Direct Finance, L.P., a Delaware limited partnership, as agent for itself and certain other lenders under the Crestline Prepetition Credit Documents and/or the Crestline DIP Credit Documents, as the context may require.

"Crestline DIP Credit Documents" means that certain Senior Secured Superpriority Debtor-in-Possession Credit, Guaranty and Security Agreement, dated as of April 26, 2026, as amended, restated, supplemented or otherwise modified from time to time, together with all the Crestline DIP Order and "Credit Documents" (as defined therein), in each case, as amended, restated, supplemented or otherwise modified from time to time.

"Crestline DIP Obligation" means the "Obligations" under and as defined in the Crestline DIP Credit Documents.

"Crestline DIP Order" means, as applicable, the interim order and Final Order of the Bankruptcy Court approving and authorizing Sellers to enter into the Crestline DIP Credit Documents.

"Crestline Prepetition Credit Documents" means that certain Credit and Guaranty Agreement, dated as of April 29, 2022, as amended, restated, supplemented or otherwise modified from time to time, together with all "Credit Documents" (as defined therein), in each case, as amended, restated, supplemented or otherwise modified from time to time.

"Crestline Prepetition Obligations" means the "Obligations" under and as defined in the Crestline Prepetition Credit Documents.

"Crestline Secured Credit Documents" means collectively, the Crestline Prepetition Credit Documents and the Crestline DIP Credit Documents.

"Cure Amount Cap" means an amount equal to $400,000.

"Cure Amounts" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption of the Assigned Contracts.

"Cure Notice" has the meaning set forth in Section 5.5(d).

"Delayed Disclosure Schedules" has the meaning set forth in Section 12.14(a).

"Designation Deadline" has the meaning set forth in Section 2.4(a).

"Employee" has the meaning set forth in Section 5.6(a).

"Environment" means soil, soil vapor, surface waters, groundwater, drinking water, land, stream sediments, natural resources, surface or subsurface strata, ambient air or indoor air, including any material or substance used in the physical structure of any building or improvement and any environmental medium.

"Environmental Law" means any applicable federal, state, local or foreign law, statute, code, ordinance, rule or regulation relating to the protection of the Environment or public or workplace health or safety, or any Release, storage, use, treatment, transportation, management, handling, generation, production, manufacture, importation, exportation, sale, distribution, labeling or recycling of, or exposure to, any pollutant or contaminant or ignitable, corrosive, reactive or otherwise toxic, dangerous, deleterious, harmful, hazardous or otherwise regulated materials, substance or waste.

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

"ERISA Affiliate" means any trade or business that is a member of the same controlled group of corporations or affiliated service group as another Person, within the meaning of IRC Section 414, or that is otherwise required to be aggregated with another Person pursuant to IRC Section 414.

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

"Excluded Cash" means cash and cash equivalents held by Sellers as of the Closing, in an amount necessary to pay accrued administrative expenses and reasonable and necessary wind-down costs of Sellers in the Bankruptcy Case (including compliance with Sellers' obligations under this Agreement, including pursuant to Section 2.4 and Section 7.9), in each case, in amounts consented to by Buyer and Crestline Agent not to exceed $150,000 and not, in any event, to make any payment to the Crestline Agent or any other lender under the Crestline Prepetition Credit Documents or Crestline DIP Credit Documents; provided, however, for the avoidance of doubt, any cash or cash equivalents that are set aside for estimated wind-down costs but are not actually spent on accrued administrative expenses or wind-down costs of Sellers in the Bankruptcy Case shall not be considered Excluded Cash and shall be included in the Acquired Assets pursuant to Section 2.1(q).

"Excluded Contracts" has the meaning set forth in Section 2.2(e).

"Excluded Liabilities" means any Liabilities of Sellers, whether existing on the Closing Date or arising thereafter, including as a result of any act, omission or circumstances taking place prior to the Closing or on the basis of any Law imposing successor liability, other than the Assumed Liabilities. Without limiting the foregoing, Buyer shall not be obligated to assume, and does not assume, and hereby disclaims all the Excluded Liabilities, including the following Liabilities of any Seller or of any predecessor of any Seller, whether incurred or accrued before, on or after the Closing:

(a) any Liability not relating to or arising out of the Business or the Acquired Assets, including any Liability exclusively relating to or primarily arising out of the Excluded Assets;

(b) any Liability of Sellers or of any of their Affiliates or of any other Person for Taxes (except as expressly provided for in clause (d) of the definition of Assumed Liabilities);

(c) all Liabilities of Sellers under this Agreement or any Related Agreement and the transactions contemplated hereby or thereby;

(d) any Liability associated with any and all Indebtedness, including any guarantees of third party obligations and reimbursement obligations to guarantors of Sellers' obligations or under letters of credit of any Seller;

(e) any Liabilities in respect of any Contracts that are not Assigned Contracts;

(f) all Liabilities for fees, costs and expenses that have been incurred or that are incurred or owed by Sellers in connection with this Agreement or the administration of the Bankruptcy Case (including all fees and expenses of professionals engaged by Sellers) and administrative expenses and priority claims accrued through the Closing Date and specified post-closing administrative wind-down expenses of the bankrupt estates pursuant to the Bankruptcy Code and all costs and expenses incurred in connection with (i) the negotiation, execution and consummation of the transactions contemplated under this Agreement and each of the other documents delivered in connection herewith, (ii) the negotiation, execution and consummation of all other agreements and orders relating in any way to the Bankruptcy Case or otherwise

and (iii) the consummation of the transactions contemplated by this Agreement, including any retention bonuses, "success" fees, change of control payments and any other payment obligations of Sellers payable as a result of the consummation of the transactions contemplated by this Agreement and the documents delivered in connection herewith (including the employer portion of any employment, payroll, social security, unemployment or other similar Taxes payable in connection with such payments);

(g) all Liabilities (i) related to the WARN Act, to the extent applicable, with respect to the termination of employment of Sellers' Employees, (ii) for any action resulting from Sellers' Employees' separation of employment on or prior to the Closing, (iii) for vacation, sick leave, parental leave and other paid time accrued by Sellers' Employees for the period through Closing, and (iv) all other Liabilities to any Sellers' Employees arising prior to the Closing;

(h) all Liabilities of Sellers arising out or relating to any Benefit Plan, other than any Benefit Plan that constitutes an Assigned Contract;

(i) all Liabilities of Sellers to their direct and indirect equity holders respecting dividends, distributions in liquidation, redemptions of interests, option payments or otherwise;

(j) all Liabilities arising out of or relating to any business or property formerly owned or operated by any Seller, any Affiliate or any predecessor of the foregoing, but not presently owned and operated by any Seller;

(k) all Liabilities relating to claims, actions, suits, arbitrations, litigation matters, proceedings or investigations (in each case, whether involving private parties, Governmental Authorities or otherwise) involving, against or affecting any Acquired Asset, the Business, Sellers or any assets or properties of Sellers, commenced, filed, initiated or threatened before the Closing or relating to facts, events or circumstances arising or occurring before the Closing;

(l) except for any Assumed Liabilities, all obligations of Sellers arising and to be performed prior to the Closing Date arising from or related to the Business or the Acquired Assets;

(m) all Liabilities arising from the violation of any Environmental Law or the presence or Release of any Hazardous Substance in the Environment relating to facts, events or circumstances arising or occurring before the Closing;

(n) all Liabilities of Sellers or its predecessors arising out of any Contract, Permit, franchise or claim that is not transferred to Buyer as part of the Acquired Assets (or is not transferred to Buyer because of any failure to obtain any third-party or governmental Consent required for such transfer); and

(o) any other Liabilities of Sellers whatsoever, whether accrued as of the date of this Agreement or hereafter, whether fixed or contingent, whether known or unknown, unless otherwise expressly assumed pursuant to this Agreement.

For the avoidance of doubt, all Liabilities are Excluded Liabilities, unless specifically designated an Assumed Liability.

"Expense Reimbursement" has the meaning set forth in Section 5.5(b).

"Files and Records" has the meaning set forth in Section 2.1(g).

"Final Order" means an order, judgment or other decree of the Bankruptcy Court that has not been vacated, reversed, modified, amended or stayed, and for which the time to further appeal or seek review or rehearing has expired with no appeal, review or rehearing having been filed or sought.

"Financial Statements" has the meaning set forth in Section 3.16(a).

"GAAP" means United States generally accepted accounting principles.

"Governmental Authority" means any federal, state, local or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department or other governmental or quasi-governmental entity.

"Hazardous Substance" means any pollutant or contaminant or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material, including petroleum, its derivatives, by-products and other hydrocarbons, asbestos or asbestos-containing materials, polychlorinated biphenyls, per-and polyfluoroalkyl substances, and any other substance, waste or material regulated or which could give rise to liability under any Environmental Law.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person in respect of indebtedness (i) for money borrowed or (ii) evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (b) all obligations of such Person issued or assumed as the deferred purchase price of property or services (including "earnout" or similar payments or any non-compete payments), all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable for goods and services and other accrued current liabilities arising in the ordinary course of business); (c) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (d) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (e) the liquidation value of all redeemable preferred stock or similar equity interests of such Person; (f) breakage costs and other settlement costs under interest rate swap, hedging or similar agreements; (g) all obligations of the type referred to in clauses (a) through (f) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (h) all obligations of the type referred to in clauses (a) through (g) of other Persons secured by any lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Initial Auction Overbid" means an amount equal to $150,000.

"Insurance Policy" means each primary, excess and umbrella insurance policy, bond and other forms of insurance owned or held by or on behalf of the Business, Sellers, the Acquired Subsidiaries and their respective operations, properties and assets.

"Intangible Property" has the meaning set forth in Section 2.1(f).

"Intellectual Property" means any and all intellectual property and other similar proprietary rights, in any jurisdiction in the world (whether arising under statutory or common law, contract, or otherwise), which includes rights pertaining to or arising from: (a) inventions, discoveries, processes, designs, techniques, developments and related improvements whether or not patentable; (b) patents, patent applications, industrial design registrations and applications therefor, divisions, divisionals, continuations, continuations-in-part, reissues, substitutes, renewals, registrations, confirmations, re-examinations, extensions and any provisional applications, or any such patents or patent applications, and any foreign or international equivalent of any of the foregoing; (c) trademarks (whether registered, unregistered or

pending), trade dress, service marks, service names, trade names, brand names, product names, logos, domain names, internet rights (including, IP addresses and AS numbers), corporate names, fictitious names, other names, symbols (including business symbols), slogans, translations of any of the foregoing and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and (to the extent transferable by Law) any applications or registrations in connection with the foregoing and all advertising and marketing collateral including any of the foregoing; (d) work specifications, databases and artwork; (e) technical, scientific and other know-how and information (including promotional material and tech packs and blocks), trade secrets, confidential information, methods, processes, practices, formulas, designs, patterns, assembly procedures, specifications; (f) rights associated with works of authorship including copyrights, moral rights, design rights, rights in databases, copyright applications, copyright registrations, rights existing under any copyright laws and rights to prepare derivative works; (g) work for hire; (h) the name "WISER", "WISER SOLUTIONS" or any derivation thereof; (i) customer lists and databases, websites, social media sites and accounts (including the content contained therein, user names and passwords), diagrams, drawings, domain names, and all advertising and marketing materials and collateral (including all physical, digital, or electronic imagery and design files), samples, product catalogs, product designs and specifications (including tech specifications) vendor and merchandise supplier data and information; (j) computer software and firmware, including data files, source code, object code and software-related specifications and documentation; (k) all books and records, files, data, reports, computer codes and sourcing data, advertiser and supplier lists, cost and pricing information, business plans, and manuals, blueprints, research and development files, and other records; (l) financial, marketing and business data, pricing and cost information, business and marketing plans and other information, files, correspondence, records, data, plans, reports and recorded knowledge, historical trademark files, prosecution files in whatever media retained or stored, including computer programs and disks; (m) the right to sue for infringement and other remedies against infringement of any of the foregoing; and (n) rights to protection of interests in the foregoing under the laws of all jurisdictions.

"Interim Financial Statements" has the meaning set forth in Section 3.16(a).

"IRC" means the Internal Revenue Code of 1986, as amended.

"IRS" means the Internal Revenue Service.

"Knowledge" of a Seller (and other words of similar import) means the actual knowledge, after reasonable due inquiry, of Michael Richards, Mat Gagne, Devon Walczak, Evan Walsh, Jaclyn D'Esposito or Charles Sweet, and shall not include any constructive, imputed or implied knowledge.

"Law" means any constitution applicable to, and any federal, state, local or foreign law, statute, treaty, code, rule, regulation or ordinance, or other requirement of any kind, of any Governmental Authority.

"Leased Real Property" means all land, buildings and other improvements used in the Business in which any Seller or Acquired Subsidiary has a leasehold or subleasehold estate or other right of occupancy or use.

"Leases" means all leases, subleases, licenses, concessions and other Contracts, including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, in each case, pursuant to which any Seller or Acquired Subsidiary holds any Leased Real Property.

"Liability" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due) regardless of when arising.

"Lien" means any lien (statutory or otherwise, including as defined in section 101(37) of the Bankruptcy Code), Claim, encumbrance, interest (as that term is used in section 363(f) of the Bankruptcy Code), Liability, deed of trust, right of first offer, easement, servitude, transfer restriction under any shareholder or similar agreement, mortgage, pledge, charge, security interest, option, right of first refusal, security agreement or other encumbrance or restriction on the use or transfer of any property, hypothecation, license, preference, priority, covenant, right of recovery, or order of any Governmental Authority, of any kind or nature (including (a) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (b) any assignment or deposit arrangement in the nature of a security device, and (c) any leasehold interest, license, or other right, in favor of a third party, a Seller or an Acquired Subsidiary (other than a Lease), to use any portion of the Acquired Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

"Material Adverse Effect" means any effect, change, event, condition, state of facts, development, condition or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Business, the Leased Real Property, the Acquired Subsidiaries or the condition of the Acquired Assets, taken as a whole; provided, however, that no state of facts, condition, change, event, effect, development, condition, circumstance or occurrence related to, resulting from or arising out of any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: (a) national or international business, economic, political or social conditions, including the engagement by the United States of America in hostilities, affecting (directly or indirectly) the industry in which the Business operates, or the occurrence of any military or terrorist attack (or escalation thereof) upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America; (b) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (c) any change in GAAP or Laws; (d) any act of God or other force majeure event, including earthquakes, hurricanes, floods, fires or other natural disasters; (e) any epidemic, pandemic or disease outbreak (including COVID-19) or other public health event, including any escalation or worsening thereof, and any Laws, guidelines, orders, directives or other measures by any Governmental Authority, as well as any shutdowns, quarantines, shelter-in-place orders, social distancing requirements or other restrictions related thereto; (f) the commencement, filing or continuation of the Bankruptcy Case; or (g) the negotiation, execution, announcement, pendency or consummation of this Agreement or the transactions contemplated hereby, including the identity of, or facts relating to, the parties hereto, or the taking of any action required or permitted by this Agreement or the Bankruptcy Court; in each case of clauses (a) through (e), except to the extent that such effect, change, event, condition, circumstance or occurrence has had a disproportionately adverse effect on the Business relative to the adverse effect that such effect, change, event, condition, circumstance or occurrence has had on other companies in the industry in which the Business operates, in which case only the incremental disproportionately adverse effect (and not the underlying effect) shall be taken into account in determining whether there has been a Material Adverse Effect.

"Material Schedule Item" has the meaning set forth in Section 12.14(a).

"Multiemployer Plan" has the meaning set forth in Section 3.14(d).

"Necessary Consents" has the meaning set forth in Section 2.4(f).

"Non-Assignable Assets" has the meaning set forth in Section 5.12.

"Non-Party Affiliates" has the meaning set forth in Section 12.13.

"Non-Real Property Contracts" means the Contracts to which Seller is a party other than the Leases.

"Outside Date" means June 30, 2026.

"Permit" means any franchise, approval, permit, license, order, registration, certificate, variance, Consent, exemption or similar right issued, granted, given or otherwise obtained from or by any Governmental Authority, under the authority thereof or pursuant to any applicable Law.

"Permitted Liens" means (a) mechanics', carriers', workmen's, materialmen's, repairmen's or other similar Liens arising by operation of law in the ordinary course of business for amounts that are not yet due and payable, (b) statutory Liens for current Taxes, assessments, fees and other charges by Governmental Authorities that are not due and payable as of the Closing Date for which adequate reserves have been established on the Interim Financial Statements in accordance with GAAP, (c) with respect to any Leased Real Property, all defects, imperfections in title, exceptions, restrictions, easements, rights of way and encumbrances (other than monetary liens), in each case, that would be disclosed by an accurate and complete land survey of the Leased Real Property and which do not, individually or in the aggregate, materially or adversely affect the use of the Leased Real Property, (d) zoning, building codes and other land use Laws regulating the use or occupancy of real property or the activities conducted thereon, in each case, that are not violated by the operation of the Business as currently conducted, (e) Liens arising under workmen's compensation, unemployment insurance, social security, retirement and similar Laws, other than as a result of a breach of such Laws, and (f) non-exclusive licenses of Intellectual Property granted in the ordinary course of business pursuant to Assigned Contracts.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Authority, or any group of any of the foregoing.

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

"Post-Closing Tax Period" means any Tax period beginning after the Closing Date and that portion of a Straddle Period beginning after the Closing Date.

"Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on and including the Closing Date.

"Proceeding" has the meaning set forth in Section 3.9(c).

"Property Taxes" means all real property Taxes, personal property Taxes, similar ad valorem Taxes or other similar periodic Taxes not based on income or receipts.

"Property Tax Credit Amount" means the amount of any Property Taxes that are assessed on, or in respect of, the Acquired Assets and attributable to any Post-Closing Tax Period that were paid by Sellers (or any of their respective Affiliates) on or prior to the Closing.

"Property Tax Debit Amount" means the amount of any Property Taxes that are assessed on, or in respect of, the Acquired Assets and attributable to any Pre-Closing Tax Period that were not paid by Sellers (or any of their respective Affiliates) on or prior to the Closing.

"Property Tax Purchase Price Adjustment" means the excess of the Property Tax Credit Amount over the Property Tax Debit Amount, which, for the avoidance of doubt, may be a negative number.

"Purchase Price" has the meaning set forth in Section 2.5(a).

"Purchase Price Allocation" has the meaning set forth in Section 2.5(b).

"Receivables" has the meaning set forth in Section 2.1(l).

"Related Agreements" means the Bill of Sale, the Assignment and Assumption Agreements and any other documents delivered to effectuate the transactions contemplated by this Agreement.

"Related Party" means any officer, director, manager or equity holder of a Seller, an Acquired Subsidiary, or any other Affiliate of a Seller, or any member of the immediate family of the foregoing.

"Release" means any presence, spill, emission, leaking, pumping, pouring, placing, injection, deposit, disposal, discharge, dispersal, dumping, emptying, migrating, escaping or leaching into, onto, under or through the Environment (including the abandonment or discarding of barrels, containers or other closed receptacles containing any Hazardous Substance).

"Representative" of a Person means such Person's officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents of such Person.

"Requesting Party" has the meaning set forth in Section 7.3.

"Sale Motion" has the meaning set forth in Section 5.5(a).

"Sale Order" means an order in form and substance satisfactory to Buyer in its sole discretion, pursuant to which the Bankruptcy Court shall approve this Agreement and authorize the Debtors to consummate the transactions contemplated hereby.

"Sellers" has the meaning set forth in the Introductory Paragraph.

"Straddle Period" means any Tax period beginning on or before and ending after the Closing Date.

"Subsidiary" shall, with respect to any Person, mean (a) each corporation or other legal entity in which such Person owns or controls, directly or indirectly, capital stock or other equity interests representing more than 50% of the outstanding voting stock or other equity interests or (b) each corporation or other legal entity of whose equity interests having ordinary voting power (other than equity interests having such power only by reason of the happening of a contingency) to elect a majority of the directors of such corporation (or applicable governing body of such other entity), or other Persons performing similar functions for such entity, are owned, directly or indirectly, by such Person.

"Superior Bid" means a Successful Bid by a Successful Bidder (as such terms are defined in the Bidding Procedures) that Sellers have determined in the exercise of their fiduciary duties is higher or otherwise better in the aggregate than the bid represented by this Agreement; provided, that any Superior Bid shall be for an amount, in cash, equal to or greater than the aggregate sum of (a) the Purchase Price, (b) the Initial Auction Overbid and (c) the dollar value of the Expense Reimbursement.

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

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, utility, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under IRC Section 59A), disability, recapture, customs duties, inventory, capital stock,

franchise, profits, withholding, social security (or similar), unemployment, disability, escheat, unclaimed property, real property, personal property, sales, use, ad valorem, transfer, value added, registration, alternative or add-on minimum, estimated, or other tax, similar governmental fee or similar charge of any kind whatsoever, including any interest, penalty or addition thereto, in each case, whether disputed or not, and any expenses incurred in connection with the determination, settlement or litigation of any liability for the foregoing, and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person and any liability for Taxes of any other Person as a transferee.

"Tax Authority" means any Governmental Authority charged with the administration of any Law relating to Taxes, including the imposition, assessment or collection of Taxes.

"Tax Return" means any return, declaration, report, estimate, information return and statement filed or required to be filed with, or supplied or required to be supplied to, any Governmental Authority or other Person in respect of any Taxes (including any attachment thereto or amendment thereof).

"Transfer Taxes" has the meaning set forth in Section 2.6(b).

"Transferring Employee" has the meaning set forth in Section 5.6(a).

"Updated Disclosure Schedule" has the meaning set forth in Section 12.14(b).

"WARN Act" means, collectively, the Worker Adjustment and Retraining Notification Act of 1989 and any similar state or local law.

ARTICLE 2 SALE AND PURCHASE

2.1 Acquired Assets. Subject to and in reliance upon the representations, warranties and agreements herein set forth, and subject to the terms and conditions herein contained, Sellers shall grant, convey, sell, assign, transfer and deliver to Buyer (or a designated Affiliate of Buyer), free and clear of Liens (except for Assumed Liabilities and Permitted Liens), on the Closing Date, all rights, title and interests of Sellers in and to all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, including their respective businesses and goodwill (except for Excluded Assets) used or held for use in and relating to the business and operations of the Business (collectively, the "Acquired Assets"). Without limiting the generality of the foregoing, the Acquired Assets shall include the following:

(a) Acquired Subsidiaries. All direct and indirect interests in the equity and debt securities, and any direct or indirect rights to acquire any equity or debt securities, of the Subsidiaries of Sellers set forth on Schedule B (the "Acquired Subsidiaries").

(b) Licenses and Authorizations. To the extent assignable, all rights, title and interests of Sellers as of the date of this Agreement in and to all licenses, Permits and authorizations issued (and all applications therefor), used or held for use in connection with or relating to the business and operations of the Business, the Leased Real Property or the other Acquired Assets, together with any renewals, modifications or extensions thereof and additions thereto between the date hereof and the Closing Date.

(c) Tangible Personal Property. All rights, title and interests of Sellers as of the date of this Agreement in and to all inventory, goods (including inventory and goods that are for sale or lease, or are being leased or rented to Sellers' customers, and whether in Sellers' possession, held by, stored by or on behalf of or in transit to any Seller), artwork, any equipment, servers, machinery, electrical devices,

antennae, cables, vehicles, furniture, fixtures, towers, office materials and supplies, hardware (including computer hardware), tools, spare parts and other tangible personal property of every kind and description used or held for use in connection with or relating to the business and operations of the Business, the Leased Real Property or other Acquired Assets, in each case, whether in Sellers' possession, held by, stored by or on behalf of or in transit to any Seller (collectively, the "Tangible Personal Property").

(d) Real Property Rights. All right, title and interests of Sellers as of the date of this Agreement in and to the Leased Real Property, to the extent associated with an Assigned Contract, including all easements, rights-of-way, privileges, licenses and other rights and benefits, if any, pertaining thereto.

(e) Assigned Contracts. All rights of Sellers in those Contracts (other than the Excluded Contracts) of Sellers to be designated in writing by Buyer for assumption and assignment in accordance with the procedures set forth in Section 2.4 below (such Contracts, the "Assigned Contracts").

(f) Intangible Property. All rights, title and interests of Sellers as of the date of this Agreement in and to the Intellectual Property and all other intangible property (other than Contracts) used or held for use in connection with and relating to the business and operations of the Business or the Acquired Assets and such rights, title and interests acquired by Sellers between the date hereof and the Closing Date (collectively, the "Intangible Property").

(g) Files and Records. All rights, title and interests of Sellers in and to all records that relate to the operation of the Business and the Leased Real Property, and all files, books and records, Tax Returns (and associated workpapers), data, reports, computer codes and sourcing data, advertiser and supplier lists, costs and pricing information, business plans, manuals, blue prints, research and development files, and other records of Sellers relating to the Business and operations of the Business and Leased Real Property, including all schematics, blueprints, engineering data, customer lists, reports, specifications, projections, statistics, promotional graphics, original art work, mats, plates, negatives and other advertising, promotional, marketing or related materials, and all other technical and financial information concerning the Business and the Acquired Assets (collectively, the "Files and Records"); provided, however, Files and Records exclude all records, documents, files, or other information and materials set forth in Section 2.2(c) and Section 2.2(g) and shall be subject to Section 6.4 and Section 7.3.

(h) Warranty Claims. To the extent assignable, all claims, rights and interests of Sellers against third parties under manufacturers' and vendors' warranties, representations, indemnities and guarantees, and any other warranties, representations, indemnities and guarantees if and to the extent that they relate to the Acquired Assets.

(i) Prepaid Items. All interests of Sellers in all deposits, reserves and prepaid expenses relating to the Business and the Acquired Assets and prepaid property or ad valorem Taxes relating to the Business or the Acquired Assets, specifically excluding any utility deposits, professional fee retainers and carve-outs pursuant to orders of the Bankruptcy Court.

(j) Tax Refunds and Credits. All rights to any refunds (or credits against Taxes otherwise due and payable in lieu of refunds) with respect to Taxes that are assessed on, or in respect of, or are attributable to, the Acquired Assets or the Acquired Subsidiaries, except refunds or credits of any such Taxes that were paid by a Seller prior to the Closing (other than any Taxes taken into account in determining Property Tax Credit Amount) or were taken into account in determining Property Tax Debit Amount or Acquired Subsidiary Accrued Taxes;

(k) Goodwill. All of Sellers' goodwill associated with and in, and going concern value of, the Business and the Acquired Assets.

(l) Accounts. All accounts receivable and other accounts (as defined in the Uniform Commercial Code in effect in the State of Delaware, as same may be amended from time to time), and any notes or written obligations reflecting accounts of Sellers relating to the Business as of the Closing Date, excluding any intercompany obligations solely among the Sellers (the "Receivables").

(m) Internet Websites. Without limiting the foregoing, all rights, title and interests of Sellers in all internet web sites, including all internet domain leases and domain names of and relating to the Business, the unrestricted right to the use of HTML content located and publicly accessible from those domain names and the "visitor" e-mail database for those sites.

(n) Telephone and Fax Numbers. Sellers' rights, title and interests in and to all of Sellers' telephone and fax numbers relating to the Business.

(o) Litigation Claims; Causes of Action. Sellers' rights, title and interests in and to all actions, causes of action, lawsuits, judgments, claims, demands or recoveries against third parties of any nature, whether arising by way of counterclaim or otherwise, in each case, to the extent arising from or related in any way to the Acquired Assets, the Business or the Assumed Liabilities, as well as any of Sellers' Avoidance Actions.

(p) Insurance. To the extent assignable, all Insurance Policies, or any proceeds thereof relating to the operations of the Business or with respect to the Acquired Assets and any deposits on account thereof, including Sellers' rights, title and interests in and to all insurance proceeds and condemnation awards and payments in lieu thereof received by Sellers with respect to any of the Acquired Assets, and all life insurance policies issued for the benefit of a Seller (together with any cash surrender value related thereto).

(q) Cash and Cash Equivalents. All cash (including checks received prior to the close of business on the Closing Date, whether or not deposited or cleared prior to the close of business on the Closing Date), commercial paper, certificates of deposit and other bank deposits, treasury bills and other cash equivalents, in each case, other than Excluded Cash.

(r) Confidentiality Agreement Rights. Any rights of Sellers to enforce confidentiality agreements or restrictive covenant agreements executed in Sellers' favor by any third parties, including the right to recover damages for the same.

2.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the following assets and properties of Sellers, to the extent in existence on the Closing Date (the "Excluded Assets"), shall be excluded from and shall not constitute Acquired Assets:

(a) Excluded Cash. All Excluded Cash.

(b) Tax Refunds. All rights to any refunds (or credits against Taxes otherwise due and payable in lieu of refunds) with respect to Taxes that are assessed on, or in respect of, or are attributable to, the Acquired Assets or the Acquired Subsidiaries that were paid by a Seller prior to the Closing (other than any Taxes taken into account in determining Property Tax Credit Amount) or were taken into account in determining Property Tax Debit Amount or Acquired Subsidiary Accrued Taxes.

(c) Excluded Books and Records. (i) The organizational documents, qualifications to conduct business as a foreign corporation, taxpayer and other identification numbers, seals, minute books, stock transfer books, stock certificates and other documents relating to Sellers' organization, maintenance and existence, or other corporate records of Sellers; (ii) all communications between Sellers, on the one

hand, and Hogan Lovells or other legal counsel to the Company in connection with the transactions contemplated by this Agreement, on the other hand, that are legally privileged; and (iii) all communications between Sellers, on the one hand, and legal counsel to the Company (other than in connection with the transactions contemplated by this Agreement) the transfer of which to Buyer would result in the loss of legal privilege with respect thereto in any pending Proceeding.

(d) Rights Hereunder. Sellers' rights under this Agreement, any Related Agreements, or any other documents entered into or delivered by any Seller in connection with any of the foregoing.

(e) Excluded Contracts. All Contracts, other than Assigned Contracts (collectively, the "Excluded Contracts").

(f) Excluded Equity. All equity interests owned by any Seller in any Person, other than the Acquired Subsidiaries.

(g) Certain Employee Records. Any records, documents or other information relating to Sellers' Employees who are not Transferring Employees, and any materials containing information about any of the Transferring Employees, the disclosure of which would violate applicable Law.

(h) Benefit Plans. All Benefit Plans of the Sellers, other than any Benefit Plan that constitutes an Assigned Contract.

(i) Other Excluded Assets. Those items, if any, set forth on Schedule 2.2(i).

2.3 Liabilities.

(a) Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, Buyer will assume and become responsible for the Assumed Liabilities at the Closing. Buyer agrees to pay, perform, honor and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms thereof and the provisions of the Sale Order.

(b) Excluded Liabilities. Except as set forth in the foregoing Section 2.3(a) or otherwise specifically provided in this Agreement or the Sale Order, Buyer shall not assume or in any manner be liable for, and does not undertake to assume or discharge, any Excluded Liabilities.

2.4 Assumption and Assignment of Contracts.

(a) The Sale Order shall provide for the assumption by Sellers, and the assignment to the extent legally capable of being assigned by Sellers to Buyer, of the Assigned Contracts on the terms and conditions set forth in the remainder of this Section 2.4, and shall provide for a deadline for designation (the "Designation Deadline"). For the avoidance of doubt, Contracts of the Acquired Subsidiaries shall not be assumed and assigned to Buyer pursuant to the Sale Order.

(b) At Buyer's request, and sole cost and expense with respect to payments required by the applicable counterparties thereto, Sellers shall cooperate from the date hereof forward with Buyer, as reasonably requested by Buyer, to allow Buyer to enter into an amendment of any Lease or Non-Real Property Contract upon assumption of such Lease or Non-Real Property Contract by Buyer (and in negotiations with the counterparties thereof); provided, however, that Sellers shall not be required to enter into any such amendment if such amendment would result in an assumption by Sellers of such Lease or

Non-Real Property Contract, unless such Lease or Non-Real Property Contract will be assigned to Buyer at the time of such assumption.

(c) Buyer shall, no later than the Closing, identify the Non-Real Property Contracts and Leases that Buyer has decided will be Assigned Contracts to be assumed and assigned to Buyer on the Closing Date by providing a list thereof to Sellers (as updated in accordance with this Agreement, the "Closing Assigned Contract List"). In advance of the Designation Deadline, Buyer may, in its sole discretion, (i) supplement the Closing Assigned Contract List with additional Contracts to be designated for assumption and assignment, in which case any such additional Contract shall be treated as an Assigned Contracts for all purposes of this Agreement, or (ii) designate a Non-Real Property Contract or Lease for exclusion and rejection by delivering written notice to Sellers, in which case, following the Closing, Sellers shall move to reject any such Non-Real Property Contract or Lease as of the Closing Date; provided, however, that if any Assigned Contracts on the Closing Assigned Contract List is subject to a cure dispute or other dispute as to the assumption or assignment of such Assigned Contract that has not been resolved to the mutual satisfaction of Buyer and Sellers prior to the Designation Deadline, then the Designation Deadline shall be extended (but only with respect to such Assigned Contract) to no later than the earlier of (A) the date on which such dispute has been resolved to the satisfaction of Buyer, Sellers and the applicable party to such Assigned Contract, (B) the date on which such Assigned Contract is deemed rejected by operation of section 365 of the Bankruptcy Code and (C) five (5) Business Days after the date upon which such dispute is finally determined by the Bankruptcy Court (the "Extended Contract Period"); provided, further, that Buyer may withdraw its designation with respect to such Assigned Contract at any time during the Extended Contract Period.

(d) Unless required by applicable Law, between the date of this Agreement and the Closing, Sellers shall not terminate, amend, supplement, modify, waive any rights under or create any adverse interest with respect to any Contract listed on the Closing Assigned Contracts List or subsequently identified as an Assigned Contract, or take any affirmative action not required thereby, without the prior written consent of Buyer, unless Buyer has provided written notice to Sellers designating such Contract for rejection pursuant to Section 2.4(c).

(e) As part of the Sale Motion (or, as necessary, in one or more separate motions or notices of intent to assume and assign), Sellers shall request that, by virtue of Sellers providing ten (10) Business Days' prior notice of the intent of any one or more Sellers to assume and assign any Contract, the Bankruptcy Court deem any non-debtor party to such Contract that does not file an objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract by the relevant Seller and the assignment of such Contract to Buyer.

(f) In connection with the assumption by Sellers and assignment to Buyer of any Assigned Contract that is executory pursuant to this Section 2.4, the Cure Amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assigned Contracts, including any amounts payable to any landlord under any Lease that is an Assigned Contract that relates to the period prior to the Closing, shall be paid by Buyer as soon as reasonably practicable following the Closing.

(g) Sellers shall use their commercially reasonable efforts to obtain an order of the Bankruptcy Court to assign the Assigned Contracts to Buyer effective as of the Closing on the terms set forth in this Section 2.4. In the event Sellers are unable to assign any such Assigned Contract to Buyer pursuant to an order of the Bankruptcy Court, then, at the sole cost and expense of the Buyer with respect to payments required by the applicable counterparties thereto, the parties shall use their commercially reasonable efforts to obtain, and to cooperate in obtaining, all Consents from Governmental Authorities and

other Persons necessary to assume and assign such Assigned Contracts to Buyer (the "Necessary Consents"), including, in the case of Buyer, paying any applicable Cure Amounts.

(h) To the extent that any Consent that is required to assign to Buyer any Contract that (but for the absence of such Consent) would be an Assigned Contract is not obtained by the Closing Date, Sellers shall, upon the written request of Buyer and at Buyer's sole cost and expense with respect to payments required by the applicable counterparties thereto, with respect to each such Assigned Contract, from and after the Closing and until the earliest to occur of (i) the date on which such applicable Consent is obtained (which Consents Sellers shall use their commercially reasonable efforts, and cooperate with Buyer, to obtain promptly) and (ii) the date on which such Contract is rejected following the written request of Buyer, use commercially reasonable efforts during the term of such Assigned Contract to (A) provide to Buyer the benefits under such Assigned Contract, (B) cooperate in any commercially reasonable and lawful arrangement (including holding such Contract in trust for Buyer pending receipt of the required Consent) designed to provide such benefits to Buyer and (C) enforce for the account of Buyer any rights of Sellers under such Assigned Contract (including the right to elect to terminate such Assigned Contract in accordance with the terms thereof upon the written direction of Buyer).

(i) Notwithstanding the foregoing, a Contract shall not be an Assigned Contract hereunder, and shall not be assigned to or assumed by Buyer, to the extent that such Contract (i) is rejected by Sellers or terminated by Sellers in accordance with the terms hereof or by the other party thereto, or terminates or expires by its terms, on or prior to the Closing Date and is not continued or otherwise extended upon assumption, or (ii) requires a Consent of any Governmental Authority or other Person (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Buyer of a Seller's rights under such Contract, and no such Consent has been obtained prior to the Closing (unless and until such Consent is subsequently obtained). In addition, a Permit shall not be assigned to or assumed by Buyer to the extent that such Permit requires a Consent of any Governmental Authority or other Person (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Buyer of a Seller's rights under such Permit, and no such Consent has been obtained prior to the Closing.

2.5 Purchase Price.

(a) Purchase Price. The purchase price to be paid for the Acquired Assets (the "Purchase Price") will consist of the following: (i) Buyer's assumption of the Assumed Liabilities, plus (ii) the Property Tax Purchase Price Adjustment, minus (iii) the Acquired Subsidiary Accrued Taxes, plus (iv) a credit bid pursuant to section 363(k) of the Bankruptcy Code in an amount equal to $90,000,000, consisting of the Crestline DIP Obligations and a portion of the Crestline Prepetition Obligations.

(b) Allocation of Purchase Price. Buyer shall, within 90 days of the Closing, identify the allocation of the Purchase Price (including any Assumed Liabilities and other non-cash amounts properly taken into account under the IRC) in accordance with IRC Section 1060 and the fair market allocation principles set forth on Schedule 2.5(b) (the "Purchase Price Allocation"). Buyer and Sellers agree (and agree to cause their respective Affiliates) to prepare, execute, and file IRS Form 8594 and all Tax Returns on a basis consistent with the Purchase Price Allocation, as finally determined hereunder. None of the parties will take any position inconsistent with the Purchase Price Allocation, as finally determined hereunder, on any Tax Return or in any audit or Tax proceeding, unless otherwise required by a final determination by a Governmental Authority. Notwithstanding the foregoing, the parties hereto recognize that certain allocations may be necessary prior to the above time schedule, such as in the case of any Transfer Tax filings, and agree to reasonably cooperate in determining the appropriate allocation in a timely manner. The parties hereto agree and intend that the transactions set forth herein shall be treated as a taxable asset acquisition and shall file all Tax Returns in a manner consistent therewith unless there is a "determination" within the meaning of IRC Section 1313 to the contrary. Notwithstanding any other

provision of this Agreement, the terms and provisions of this Section 2.5(b) shall survive the Closing without limitation.

2.6 Closing.

(a) The consummation of the sale and purchase of the Acquired Assets provided for in this Agreement (the "Closing") shall take place via the electronic exchange of executed documents and other closing deliveries via e-mail transmission, on the third Business Day after the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Article 8 or Article 9 (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing, but subject to the satisfaction or waiver thereof at the Closing), or at a date and time as the parties may mutually agree after the entry of the Sale Order (the "Closing Date").

(b) Transfer Taxes. Buyer shall be responsible for all documentary, stamp, transfer (including real property transfer), motor vehicle registration, sales, use, value added, excise and other similar non-income Taxes and all filing and recording fees (and any interest, penalties and additions with respect to such Taxes and fees) arising from or relating to the consummation of the transactions contemplated by this Agreement (collectively, "Transfer Taxes"), regardless of the party on whom Liability is imposed under the provisions of the Applicable Laws relating to such Transfer Taxes. Sellers and Buyer will consult and cooperate on a reasonable basis in preparing and timely filing all Tax Returns with respect to any Transfer Taxes and will cooperate on a reasonable basis and otherwise take commercially reasonable efforts to obtain any available exemptions from or reductions in such Transfer Taxes. To the extent Sellers or any of their Affiliates are required by Applicable Law to pay any Transfer Taxes to a Tax Authority (including pursuant to a post-Closing adjustment or Order), Buyer will remit an amount equal to such Transfer Taxes to Sellers not less than five Business Days prior to the due date for such payment.

(c) Withholding Rights. Notwithstanding anything to the contrary in this Agreement, Buyer and its Affiliates shall be entitled to deduct and withhold from the consideration otherwise deliverable under this Agreement, and from any other payments otherwise required pursuant to this Agreement (other than from Excluded Cash), such amounts as Buyer or its Affiliates may be required to deduct and withhold with respect to any such deliveries and payments under applicable Law. To the extent that amounts are so withheld, they shall be treated for all purposes of this Agreement as having been delivered and paid to such Person in respect of which such deduction and withholding was made.

(d) Straddle Periods. In the case of any Straddle Period, (i) all Property Taxes for any such period shall be apportioned between the Pre-Closing Tax Period and the Post-Closing Tax Period on a per diem basis and (ii) all other Taxes shall be apportioned between the Pre-Closing Tax Period and the Post-Closing Tax Period as if the Pre-Closing Tax Period ended at the close of business on the Closing Date.

(e) Tax Cooperation. In connection with the preparation of Tax Returns, or the preparation for or defense against any audits, examinations or any other proceedings relating to Taxes with respect to the Business or the Acquired Assets, the Parties will cooperate on a reasonable basis with each other, including the furnishing or making available during normal business hours of records, personnel (as reasonably required and in such manner as not to interfere unreasonably with the conduct of the Business or any other businesses of Buyer or Sellers), books of account, powers of attorney or other materials necessary or helpful for the preparation of such Tax Returns and the conduct of such audits, examinations or other proceedings.

(f) Section 338 Election. Upon the reasonable request and at the sole cost and expense of Buyer, Sellers shall cooperate with any pre-acquisition restructuring requested by Purchaser. Without

limitation of the foregoing, (i) Buyer (or its Affiliates) shall be entitled, in its sole discretion, to make an election under Section 338(g) or Section 338(e) of the IRC (or any similar provision of any state or local Law) with respect to the purchase of any Acquired Subsidiary; (ii) at the request of Buyer, in Buyer's sole discretion, Sellers shall make (and shall cause their relevant Affiliates to make) an election pursuant to Treasury Regulations Section 1.245A-5(e)(3)(i) (and any corresponding elections under applicable state or local Law) with respect to any Acquired Subsidiary; and (iii) Buyer may, in its sole discretion, make (and may cause its relevant Affiliates to make), and Sellers shall, at the request of Buyer, make or cooperate with Buyer in making an election to be effective on or prior to the Closing Date pursuant to Treasury Regulations Section 301.7701-3 (and any corresponding elections under applicable state or local Law) with respect to any Acquired Subsidiary.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller represents and warrants to Buyer as follows, with each applicable representation and warranty being qualified by the necessity for the entry of the Sale Order. Notwithstanding anything to the contrary in this Agreement or otherwise, none of the representations or warranties of Sellers shall survive the Closing, and all such representations and warranties shall terminate and be of no force or effect immediately upon the Closing.

3.1 Status.

(a) Each Seller and each Acquired Subsidiary is duly incorporated or organized, validly existing and in good standing under the Laws of its respective state of formation. Each Seller and each Acquired Subsidiary has the requisite power and authority to carry on the Business as it is now being conducted and to own, lease and operate the Business and the Acquired Assets. Each Seller and each Acquired Subsidiary is duly authorized to do business and is in good standing as a foreign corporation or entity in each jurisdiction where the ownership or operation of the Acquired Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not, individually or in the aggregate, have a Material Adverse Effect.

(b) No Seller or Acquired Subsidiary has any Subsidiaries or equity interests in any Person except as set forth on Schedule 3.1(b). Schedule 3.1(b) sets forth each record and beneficial owner of all of the issued and outstanding equity interests of each of the Acquired Subsidiaries (the "Subsidiary Interests"). The Subsidiary Interests represent the only issued and outstanding shares of capital stock, membership interests or other ownership interests of the Acquired Subsidiaries, all of which (a) have been duly authorized and validly issued and, to the extent such concepts apply, are fully paid and non-assessable, (b) have been issued in compliance with all applicable Laws, including securities Laws, and all applicable Contracts and (c) are owned beneficially and of record by one or more Sellers or Acquired Subsidiaries, as set forth on Schedule 3.1(b), in all cases, free and clear of all Liens (except Permitted Liens). There are no outstanding options, warrants, rights, calls, subscriptions, claims of any character, agreements, obligations, convertible or exchangeable securities or other commitments, contingent or otherwise, of any kind obligating any Acquired Subsidiary to issue, directly or indirectly, any additional shares of capital stock, membership interests or other equity securities. Except as set forth on Schedule 3.1(b), no former equity owner of any Acquired Subsidiary or any of its predecessors, and no former holder of any right to acquire any interest in an Acquired Subsidiary or any of its predecessors (whether by warrant, option, convertible instrument or otherwise), has any claim or rights against such Acquired Subsidiary. Except as set forth on Schedule 3.1(b), there are no Contracts relating to the issuance, sale, transfer or voting of any of the Subsidiary Interests.

3.2 Authority.

(a) Subject to the Bankruptcy Court's entry of the Bidding Procedures, each Seller has all requisite power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and all Related Agreements to which each Seller is a party have been duly authorized by each Seller, and no other action on the part of any Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the transactions contemplated hereby or thereby.

(b) This Agreement has been duly and validly executed and delivered by each Seller, and, upon execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which any Seller is a party will have been duly and validly executed and delivered by such Seller. Assuming that this Agreement constitutes a valid and legally binding obligation of Buyer, this Agreement constitutes the valid and legally binding obligations of Sellers, enforceable against Sellers in accordance with its terms and conditions. Assuming, to the extent that it is a party thereto, that each Related Agreement to which Buyer is a party constitutes a valid and legally binding obligation of Buyer, each Related Agreement to which a Seller is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of such Seller, enforceable against such Seller in accordance with its respective terms and conditions.

3.3 Contracts.

(a) Schedule 3.3(a)(* - solely as to the subsections identified with an asterisk below) sets forth a list of the following Contracts to which any Seller or and Acquired Subsidiary is a party with respect to the Business or the Acquired Assets:

(i) (*)any Contract for the lease of personal property (whether operating or capital leases) to or from any Person providing for lease payments in excess of $50,000 per annum;

(ii) (*)any Contract for the purchase or sale of equipment, supplies, products or other personal property, the performance of which will extend over a period of more than three (3) months after the Closing Date or involves consideration in excess of $100,000 per annum;

(iii) (*)any Contract for services involving consideration in excess of $250,000 per annum;

(iv) any Contract that is a collective bargaining agreement;

(v) (*)any material licenses of Intellectual Property to or from any Person (other than licenses for commercially available, off-the-shelf or click-wrap software);

(vi) (*)any employment Contract as to which an Employee is entitled to receive an annual salary in excess of $200,000 and all material severance Contracts;

(vii) (*)any Contract prohibiting any Seller or the Business from freely engaging in any business, including any restrictions on the ability of Sellers or the Business to compete or engage in any line of business or with any Person or in any geographic area or market (including exclusivity covenants);

(viii) any Contract relating to Indebtedness;

(ix) (*)any Contract that involves the lease of real property (as landlord or tenant) or that obligates any Seller to purchase real property;

(x) any Contract that creates or governs a partnership, joint venture, strategic alliance or similar arrangement;

(xi) (*)any Contract (other than purchase orders accepted or confirmed in the ordinary course of business) with the ten (10) largest customers of the Business, based on revenues during the twelve (12) month period ended December 31, 2025;

(xii) (*)any Contract (other than purchase or equipment orders entered into in the ordinary course of business) with the ten (10) largest suppliers of the Business, based on expenditures during the twelve (12) month period ended December 31, 2025;

(xiii) any Contract with any Related Party;

(xiv) (*)any Contract involving a Governmental Authority or pursuant to which a product or service of a Seller or the Business is ultimately provided to a Governmental Authority;

(xv) any Contract involving the acquisition or disposition of any business enterprise, whether via merger, stock or asset purchase or otherwise;

(xvi) (*)any Contract containing a "most favored nation" pricing arrangement, special warranties, agreements to take back or exchange goods, consignment arrangements or similar understandings;

(xvii) any Contract granting to any Person a first refusal, first offer or similar preferential right to purchase or acquire any of the ownership interests of a Sellers or the Business, or any right, asset or property of a Seller or the Business;

(xviii) (*)any Contract related to the settlement or compromise of any Proceeding or threatened Proceeding, in each case, that was entered into (A) on or after January 1, 2022 or (B) at any time that contains ongoing obligations of any Seller or Acquired Subsidiary; and

(xix) (*)any other Contract that is material to the Business, taken as a whole.

(b) With respect to each Contract listed on Schedule 3.3(a): (i) such Contract is in full force and effect and constitutes the valid and legally-binding obligation of the applicable Seller or Acquired Subsidiary and, to the Knowledge of Sellers, the counterparty thereto, enforceable against such Seller or Acquired Subsidiary and, to the Knowledge of Sellers, the counterparty thereto in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity; (ii) neither a Seller or Acquired Subsidiary nor, to the Knowledge of Sellers, the counterparty thereto is in material breach or default that presently would permit or give rise to a right of termination, modification or acceleration thereunder, other than such breaches or defaults that can be cured at Closing by the payment of Cure Amounts; and (iii) true, correct and complete copies of each such Contract has been made available to Buyer by Sellers.

3.4 Non-Contravention/Approvals and Consents.

(a) Neither the execution and delivery of this Agreement or any Related Agreement, nor the consummation of the transactions contemplated hereby or thereby, will (i) conflict with or result in a breach of the certificate of formation, operating agreement or other organizational documents of any Seller or Acquired Subsidiary, (ii) violate any material Law to which any Seller or Acquired Subsidiary is, or its respective assets or properties is, subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any Contract to which any Seller or Acquired Subsidiary is a party or by which it is bound or to which any of the Acquired Assets is subject and which would be enforceable notwithstanding section 365 of the Bankruptcy Code, except, in each case, as set forth on Schedule 3.4(* - solely with respect to disclosures against the foregoing clause (iii)).

(b) The execution, delivery and performance by Sellers of this Agreement and the Related Agreements and the consummation by them of the transactions contemplated hereby and thereby will not require any Consent, Permit, license or approval of, or filing with or notice to, any Person under any provision of Law applicable to any Seller, any Acquired Subsidiary, the Business or the Acquired Assets, except for: (a) the entry of the Bidding Procedures Order, (b) the entry of the Sale Order, (c) consent from parties to any Contracts or Permits, after taking into account section 365 of the Bankruptcy Code, listed on Schedule 3.4 and (d) Consents, approvals, authorizations, declarations, filings, and registrations, the lack of which would not be material to Sellers, the Acquired Subsidiaries, the Business or the Acquired Assets.

3.5 Acquired Assets. Schedule 3.5(*) contains a description of each item of Tangible Personal Property having an original cost in excess of $100,000.

3.6 Compliance with Law. Except as set forth on Schedule 3.6-1, the Business, the Acquired Assets, Sellers and the Acquired Subsidiaries are, and have for the past three (3) years been, in compliance in all material respects with all requirements of Law and all requirements of all Governmental Authorities having jurisdiction over any of them, the operation of the Business and the use of their properties and assets (including the Acquired Assets). Without limiting the foregoing, Sellers and the Acquired Subsidiaries have obtained all material licenses, Permits, certificates and authorizations needed or required for the operation of the Business and the ownership of the Acquired Assets, a true and complete listing of which is contained on Schedule 3.6-2(*), and all such material licenses, Permits, certificates and authorizations remain in full force and effect and no Seller or Acquired Subsidiary is in default or violation of any thereof. All required filings with respect to the material Permits included in the Acquired Assets have been made and all required applications for renewal thereof have been filed.

3.7 Insurance. Schedule 3.7(* - solely with respect to non-U.S. Insurance Policies) sets for a true and complete list of the Insurance Policies (including the providers, policy numbers, limits, deductibles and premiums thereunder) maintained by Sellers or the Acquired Subsidiaries. Such Insurance Policies are commercially reasonable for the Business. All of such Insurance Policies are in full force and effect and Sellers and the Acquired Subsidiaries are not in default of any material provision thereof. No Seller or Acquired Subsidiary has received written or, to the Knowledge of Sellers, oral notice from any issuer of any such Insurance Policies of such insurer's intention to cancel, terminate or refuse to renew any Insurance Policies issued by it. Except as disclosed on Schedule 3.7, there is no material claim pending under any of the Insurance Policies, and no material claim thereunder made between January 1, 2024 and the date hereof has been denied.

3.8 Employment Matters.

(a) Except as set forth on Schedule 3.8(a)(*), there are no, and have never been, any collective bargaining agreements covering employees of the Business, and there are no written or oral

agreements relating to the terms and conditions of employment or termination of employment, covering any employees, consultants or agents of the Business. Except as listed and described in Schedule 3.8(a)(*), none of the employees of the Business have written employment contracts. No Seller or Acquired Subsidiary is engaged in any unfair labor practice or other unlawful employment practice, and there are no unfair labor practice charges or other employee-related complaints, grievances or arbitrations, against Sellers or the Acquired Subsidiaries pending before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Department of Labor, any arbitration tribunal or any other Governmental Authority by or concerning Sellers' or the Acquired Subsidiaries' employees. There is no strike, picketing, slowdown, lockout or work stoppage by or concerning such employees pending against or involving Sellers or the Acquired Subsidiaries, nor, to the Knowledge of Sellers, are any such strikes, picketing, slowdowns, lockouts or work stoppages planned. No representation question is pending or threatened respecting any of Sellers' or the Acquired Subsidiaries employees. Sellers have delivered to Buyer copies of all letters, memoranda of understanding, past practices, assurances or other agreements modifying such collective bargaining agreements and other similar employee agreements.

(b) Sellers have provided to Buyer the names of all present employees of Sellers and the Acquired Subsidiaries and the positions, job titles, date of hire, exempt or non-exempt employment status, whether active or on leave of absence, part-time or full-time, regular hourly wage rate, and bonus or commission entitlement, total annual compensation and accrued vacation and sick time of each.

(c) There has been no "mass layoff" or "plant closing" as defined by the WARN Act or "mass termination" or similar event with respect to any Seller or Acquired Subsidiary within the five (5) year period prior to Closing.

(d) Each Seller and Acquired Subsidiary is, and has for the past three (3) years been, in compliance in all material respects with all applicable Laws regarding labor, employment and employment practices, including all Laws relating to terms and conditions of employment, wages and hours, meal and rest breaks, employee leaves, discrimination and harassment, immigration, workplace safety and health, "mass layoffs" and "plant closings" (as those terms are defined in the WARN Act), worker classification (including classification of any person as exempt or non-exempt or as an independent contractor rather than an employee) and workers' compensation.

3.9 Intangible Property.

(a) Sellers and the Acquired Subsidiaries have all right, title and interest in and to all Intangible Property necessary to the conduct of the Business as presently operated. Schedule 3.9(* - solely with respect to unregistered Intellectual Property) contains a description of all material Intangible Property (excluding commercially available off-the-shelf software on standard license terms) owned by or in which Sellers or the Acquired Subsidiaries have an interest in and, as applicable, the owner(s) of record (and, in the case of domain names, the registrar), jurisdiction of application or registration, the application or registration number, and the date of application or registration. No Seller or Acquired Subsidiary has received any written or, to the Knowledge of Sellers, oral notice of any claim that any Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and, to the Knowledge of Sellers, there is no basis for any such claim of conflict). The Business has the sole and exclusive right to use the Intangible Property. To the Knowledge of Sellers, no service provided by the Business or any programming or other material used, broadcast or disseminated by the Business infringes upon any copyright, patent or trademark of any other party. No Intellectual Property used in or useful to the Business is owned, in whole or in part, by any other Person (including any Affiliates or other direct or indirect owners of Sellers).

(b) To the Knowledge of Sellers, the execution, delivery and performance of this Agreement and the Related Agreements and the consummation of the transactions contemplated hereby and thereby will not result in the loss, forfeiture, termination, license, or impairment of, or give rise to any obligation to transfer or to create, change or abolish, or limit, terminate, or consent to the continued use of any material Intellectual Property owned or used by any Seller or Acquired Subsidiary in the Business as currently conducted, except with respect to Intellectual Property relating to Contracts that are not Assigned Contracts and except any such matters that would not, without compliance, give rise to a Material Adverse Effect.

(c) No Intellectual Property owned or used by any Seller or Acquired Subsidiary is or has been the subject of, any lawsuit, or other judicial, administrative or arbitral proceeding ("Proceeding") or any judicial, administrative or arbitral order, judgment, award, order, decree, injunction, settlement or stipulation that bars or limits the use of such rights (excluding oppositions, rejections, orders or rulings issued in the context of the application for registration of any owned Intellectual Property). No Seller or Acquired Subsidiary is, nor has any Seller or Acquired Subsidiary been, party to any Proceeding relating to its use of Intellectual Property, including any Proceeding involving any claim that such Seller or Acquired Subsidiary infringed, misappropriated, diluted or otherwise violated the rights of any third party. No software included in any owned Intellectual Property and tangible embodiments thereof have been placed in escrow. No Seller or Acquired Subsidiary has licensed any of its owned Intellectual Property.

(d) No Seller or Acquired Subsidiary has (i) received any written or, to the Knowledge of Sellers, oral communication alleging that any Intellectual Property owned or used by such Seller or Acquired Subsidiary is invalid or unenforceable, or challenging any such Seller's or Acquired Subsidiary's ownership of or right to use any such rights; (ii) received any written cease and desist, written invitation to license or other written communication alleging that such Seller or Acquired Subsidiary requires any license with respect to, or is infringing, misappropriating, diluting or otherwise violating the Intellectual Property licenses of any third party; or (iii) sent any written communication to or asserted or threatened in writing any action or claim against any Person involving or relating to any owned Intellectual Property.

(e) To the Knowledge of Sellers, the products and services as offered currently by any Seller or any Acquired Subsidiary, and the operation of the Business as currently conducted, do not infringe, misappropriate, dilute or otherwise violate the rights of any third party. To the Knowledge of Sellers, no third party has or is infringing on, misappropriating or otherwise violating any owned Intellectual Property.

(f) No owned Intellectual Property was developed, in whole or in part (i) pursuant to or in connection with the development of Intellectual Property for any standards-setting bodies, industry groups, or other similar standards organizations, (ii) under contract with or using the resources of any Governmental Authority, academic institution or other entity that would subject any owned Intellectual Property to the rights of any Governmental Authority, academic institution or other entity, (iii) under any grants or other funding arrangements with third parties, or (iv) to the Knowledge of Sellers, using any software, software development toolkits, databases, libraries, scripts, or other, similar modules of software that are subject to "open source" or similar license terms in a manner that subjects the software included in Intellectual Property licenses to any copyleft license or that requires or purports to require any Seller to grant any license with respect to its owned Intellectual Property.

3.10 Brokers. Other than payments due to SSG Capital Advisors, LLC, there is no other broker or finder or other Person entitled to a commission or brokerage fee or similar payment in connection with this Agreement, any Related Agreement or the transactions contemplated hereby or thereby as a result of any agreement of, or action taken by, Sellers or the Acquired Subsidiaries.

3.11 Title to Assets. Sellers have good and valid title to, or the right to use, or a valid and enforceable leasehold interest in, the Acquired Assets, free and clear of all Liens (other than Permitted Liens) and the Liens set forth on Schedule 3.11. The Acquired Subsidiaries have good and valid title to, or the right to use, or a valid and enforceable leasehold interest in, their respective properties and assets, free and clear of all Liens (other than Permitted Liens) and the Liens set forth on Schedule 3.11. Pursuant to the Sale Order, Sellers will convey to Buyer such title to or rights to use, all of the Acquired Assets, free and clear of all Liens (other than Permitted Liens) and Buyer will be vested with good and valid title to, or the right to use, or a valid and enforceable leasehold interest in, all of the Acquired Assets. Sellers and the Acquired Subsidiaries are the only operations through which the Business is conducted and, subject to Section 5.10, the Acquired Assets and the assets and properties of the Acquired Subsidiaries constitute all of the assets and properties necessary for the continued conduct of the business of Sellers and the Acquired Subsidiaries in the ordinary course of business immediately after the Closing. Schedule 3.11 identifies each parcel of real property used in connection with the operation of the Business. Neither Sellers nor the Acquired Subsidiaries own any real property in fee and, except as set forth on Schedule 3.3, have not sublet any Leased Real Property. To the Knowledge of Sellers, no pending condemnation proceeding affects any Leased Real Property.

3.12 Proceedings; Decrees. Except as set forth in Schedule 3.12, and other than the Bankruptcy Case, there is no Proceeding pending that (a) would reasonably be expected to be material to the Business or the Acquired Assets or (b) challenges the validity or enforceability of this Agreement or any Related Agreement or seeks to enjoin or prohibit consummation of the transactions contemplated hereby or thereby. Other than the Bankruptcy Case, no Seller or Acquired Subsidiary is subject to any outstanding judgment, decree, ruling, injunction, attachment, charge, writ, execution order or any other order of any Governmental Authority that would (i) reasonably be expected to be material to the Business or the Acquired Assets or (ii) prevent or materially delay any Seller's ability to consummate the transactions contemplated hereby or by any of the Related Agreements or perform in any material respect its obligations hereunder or thereunder.

3.13 Taxes.

(a) (i) Sellers and each Acquired Subsidiary have timely filed all material Tax Returns required to be filed by each of them with the appropriate Governmental Authorities in all jurisdictions in which such Tax Returns are required to be filed (taking into account any extension of time to file granted or to be obtained on behalf of Sellers or Acquired Subsidiaries), and all such Tax Returns are true, correct and complete; (ii) all Taxes shown as due on such Tax Returns and all other material Taxes otherwise due and owing by any Seller or Acquired Subsidiary have been timely paid (other than any Taxes not due as of the date of the filing of the Bankruptcy Case as to which subsequent payment was prohibited by reason of the Bankruptcy Case); and (iii) each Seller and Acquired Subsidiary has withheld and paid over to the appropriate Governmental Authority all material Taxes which it is required to withhold from amounts paid or owing to any employee, vendor, partner, member, stockholder, creditor or other Person. With respect to any sales that were exempt from sales and use Taxes, each Seller and Acquired Subsidiary has received and retained appropriate Tax exemption certificates and other documentation qualifying any such sale as exempt from sales and use Taxes. Schedule 3.13(a) sets forth each jurisdiction in which each Seller or Acquired Subsidiary is required to file any Tax Return.

(b) (i) No federal, state, local or foreign audits or other proceedings have been commenced or are presently pending with regard to any Taxes or Tax Returns of any Seller or Acquired Subsidiary, (ii) no written notification has been received by any Seller or Acquired Subsidiary that such an audit or other proceeding has been proposed or threatened, (iii) no deficiency for any amount of Tax has been asserted or assessed in writing by a Governmental Authority against any Seller or Acquired Subsidiary that has not been paid, settled, withdrawn or otherwise resolved in full and (iv) no claim or nexus inquiry has been made by a Governmental Authority in a jurisdiction in which any Seller or Acquired Subsidiary

does not file a Tax Return or pay Taxes such that any Seller or Acquired Subsidiary is or may be subject to taxation by, or that any Seller or Acquired Subsidiary has or may have a duty to collect and pay over Taxes to, such jurisdiction.

(c) No Seller is a foreign person within the meaning of IRC Section 1445, and Buyer will not be required to withhold any amount for Taxes of Sellers from the Purchase Price or other consideration provided herein.

(d) There are no Liens for Taxes on any of the Acquired Assets, other than Permitted Liens.

(e) None of the Acquired Assets is stock, a partnership interests or other equity interests for federal income Tax purposes (other than the stock of an Acquired Subsidiary).

(f) No Seller or Acquired Subsidiary is party to or beneficiary of any Tax abatement, Tax reduction, Tax exemption or payment in lieu of Taxes agreement or arrangement with any Governmental Authority.

(g) No Seller or Acquired Subsidiary has waived any statute of limitations in respect of Taxes that remain unpaid or agreed to any extension of time with respect to an open Tax assessment or deficiency or filing of a Tax Return (other than automatic extensions in the ordinary course of business).

(h) No Seller or Acquired Subsidiary has been a party to a transaction that is or is substantially similar to a "listed transaction," as such term is defined in Treasury Regulations Section 1.6011-4(b)(2), or any other transaction requiring disclosure under analogous provisions of state, local or foreign Tax law.

(i) No Seller or Acquired Subsidiary is a party to any Tax indemnity, Tax allocation or Tax sharing agreement, other than any such agreement entered into in the ordinary course of business the principal purpose of which is not related to Tax.

(j) There are no requests for rulings pending between any Seller or Acquired Subsidiary and any Governmental Authority.

(k) None of the Acquired Subsidiaries (i) is or has been a member of a consolidated, combined, unitary, affiliated or similar Tax group (other than a group exclusively consisting of other Acquired Subsidiaries), or (ii) has any liability for Taxes of any other Person (other than members of a group exclusively consisting of other Acquired Subsidiaries), as a transferee or successor, by Contract or otherwise.

(l) No Acquired Subsidiaries has (or has had) a permanent establishment or taxable presence in any country other than the country where such Acquired Subsidiaries is organized.

(m) None of the Acquired Subsidiaries (or Buyer or any of its Affiliates in respect of any Acquired Subsidiary) will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Post-Closing Tax Period as a result of (i) a change in any method of accounting made on or prior to the Closing; (ii) a closing agreement (or similar agreement under any corresponding or similar provision of Law) executed on or prior to the Closing; (iii) an installment sale or open transaction disposition made on or prior to the Closing Date; (iv) any prepaid amount received or deferred revenue accrued on or prior to the Closing Date; (v) the application of Section 951 or Section 951A of the IRC with respect to income earned or recognized or payments received on or prior to the Closing

Date (regardless of when such income is taken into account for Tax purposes) or (vi) an election under Section 965(h) of the IRC.

3.14 Employee Benefits.

(a) Schedule 3.14(a)(* - solely with respect to non-U.S. Benefit Plans) lists all material "employee benefit plans," as defined in section 3(3) of ERISA, whether or not subject to ERISA, including any multiemployer plans as defined in section 3(37) of ERISA ("Multiemployer Plan"), and all other material employee benefit plans, employment agreements or arrangements, including bonus or incentive plans, change-of-control, deferred compensation arrangements, severance pay, sick leave, fringe benefit, vacation pay, disability, medical insurance and life insurance maintained, sponsored or contributed to (or required to be contributed to) by Sellers and the Acquired Subsidiaries with respect to their current or former directors, officers, employees, contractors or consultants (or the dependents or beneficiaries thereof) or for which Sellers or the Acquired Subsidiaries may have liability, including by reason of being or having (or having been or having had) an ERISA Affiliate (the "Benefit Plans"). Neither Sellers nor the Acquired Subsidiaries have any material liability with respect to any plan or arrangement of the nature described in this Section 3.14(a) other than the Benefit Plans.

(b) Sellers have delivered or made available to Buyer, true, correct and complete copies of the following documents, with respect to each Benefit Plan, as applicable: (i) the plan document for each Benefit Plan (and all amendments thereto), and in the case of an unwritten Benefit Plan, a written description thereof, and any trust agreement, investment management contract, custodial agreement or insurance contract relating to such plan, (ii) the most recent summary plan description and all summaries of material modifications thereto, (iii) the most recently filed annual reports on Form 5500 and all schedules thereto, (iv) the most recent determination or opinion letter, (v) the most recent actuarial and financial statements and (vi) all correspondence relating to any such Benefit Plan between Sellers, their Affiliates or their respective representatives and any government agency or regulatory body within three (3) years of the date hereof.

(c) Each Benefit Plan sponsored by Sellers that is intended to qualify under IRC Section 401 is so qualified and has been determined by the IRS to be so qualified, and each trust created thereunder has been determined by the IRS to be exempt from tax under the provisions of IRC Section 501(a), and nothing has occurred which could reasonably be expected to result in the revocation of such favorable determination or the ability of Sellers to rely on such determination or opinion letter. Each Benefit Plan complies in form and has been maintained, operated and administered in accordance with its terms and the requirements of all applicable Laws, including ERISA and the IRC, except as would not create a material liability following the Closing for which Buyer has responsibility. There are no actions, suits or claims pending or, to the Knowledge of Sellers, threatened, against or with respect to any Benefit Plan or the assets or fiduciary of any Benefit Plan, other than routine claims for benefits.

(d) Except as listed and described in Schedule 3.14(d), (i) no Benefit Plan is a Multiemployer Plan, or other defined benefit pension plan that is subject to Title IV or Section 302 of ERISA or IRC Section 412, or a "multiple employer plan" within the meaning of Section 210(a) of ERISA or IRC Section 413(c); and (ii) no Seller, nor any of their respective ERISA Affiliates, has sponsored, contributed to, had any liability (contingent or otherwise) or been required to contribute to a Multiemployer Plan or other pension plan subject to Title IV or Section 302 of ERISA or IRC Section 412 at any time within the previous six (6) years.

(e) Except as set forth in Schedule 3.14(e), (i) neither Sellers nor any of their respective Affiliates has incurred any liability in the last six (6) years on account of a "complete withdrawal" or a "partial withdrawal" (within the meaning of Sections 4203 and 4205 of ERISA, respectively) from any

Multiemployer Plan, and (ii) no Multiemployer Plan has been terminated or has been in or is expected to become insolvent (within the meaning of Section 4245 of ERISA) or is in "endangered," "critical," or "critical and declining" status (within the meaning of IRC Section 432 or Section 305 of ERISA) so as to result directly or indirectly in any increase in contributions or other liability to Sellers or any of their respective Affiliates. With respect to any Multiemployer Plan that has requested and received approval from the PBGC with respect to any special withdrawal liability rules, to the Knowledge of Sellers, no conditions or pending acts or omissions exist which would be expected to result in the loss, revocation, denial or failure to meet the requirements of such special withdrawal liability rules. Neither Sellers nor any of their respective Affiliates has any current or contingent liability or obligation on account of at any time being considered a single employer with any other Person under IRC Section 414.

(f) No Benefit Plan provides benefits, including death or medical benefits, beyond termination of service or retirement, other than (i) coverage mandated by Law or (ii) death or retirement benefits under a Benefit Plan qualified under IRC Section 401(a); and no Seller, nor any of their respective ERISA Affiliates, has made a written or oral representation promising the same.

(g) With respect to each group health plan benefiting any current or former employee of Sellers or any ERISA Affiliate that is subject to IRC Section 4980B, Sellers and each ERISA Affiliate has complied with the continuation coverage requirements of IRC Section 4980B and Part 6 of Subtitle B of Title I of ERISA.

(h) No Seller has engaged in any transaction subject to Section 4069 of ERISA.

(i) Except as set forth on Schedule 3.14(i), neither the execution and delivery of this Agreement or the Related Agreements nor the consummation of the transactions contemplated hereby or thereby could reasonably be expected to result in any payment becoming due from Sellers or the Acquired Subsidiaries to any current or former officer, employee, director or consultant, or accelerate the time of payment, vesting or funding of any benefit or compensation, or increase the amount or value of any benefit or compensation due or required to be provided to any current or former officer, employee, director or consultant (or the dependents of such Persons) of Sellers or the Acquired Subsidiaries.

3.15 Environmental Matters.

(a) The operations of Sellers and the Acquired Subsidiaries are, and for the last five (5) years have been, in compliance with all applicable Environmental Laws in all material respects, which compliance includes obtaining, maintaining and complying with all material Permits issued pursuant to Environmental Laws necessary to operate the Business and the Acquired Assets.

(b) Neither Sellers nor the Acquired Subsidiaries are the subject of any outstanding Proceeding with any Governmental Authority with respect to Environmental Laws.

(c) Neither the Sellers nor the Acquired Subsidiaries are the subject of any pending or threatened Proceeding alleging that Sellers, the Acquired Subsidiaries or any of their respective tenants or occupants may (i) be in violation of any Environmental Law, or any permit or authorization issued pursuant to Environmental Law, or (ii) have any material liability related to any violation of any Environmental Law or a Release or threat of Release of any Hazardous Substance.

(d) There are no pending or threatened (in writing) investigations of Sellers or the Acquired Subsidiaries, or currently or previously owned, operated or leased property of Sellers or the Acquired Subsidiaries, which would reasonably be expected to result in Sellers or the Acquired Subsidiaries

incurring liability arising from violation of an Environmental Law or a Release or threat of Release of any Hazardous Substance.

(e) Neither Sellers nor the Acquired Subsidiaries have assumed, undertaken, agreed to provide indemnification for or otherwise become subject to any material Liabilities of any other Person relating to or arising from any Environmental Laws.

(f) Sellers' and the Acquired Subsidiaries' services and operations in connection with the Business have not given rise to exposure of persons to Hazardous Substances in a manner that would reasonably be expected to give rise to liability under any Environmental Laws.

3.16 Financial Statements.

(a) Schedule 3.16(a) contains true, correct and complete copies of (a) the consolidated balance sheets, income statements and statements of cash flows of Sellers and the Acquired Subsidiaries as of and for the calendar years ended December 31, 2024 and December 31, 2025 (the "Annual Financial Statements"); and (b) the consolidated balance sheet, income statement and statement of cash flows of Sellers and the Acquired Subsidiaries as of and for the two-month period ended February 28, 2026 (the "Interim Financial Statements" and, together with the Annual Financial Statements, the "Financial Statements").

(b) The Financial Statements present fairly, in all material respects, the financial position, results of operations and cash flows of Sellers and the Acquired Subsidiaries as of the dates and for the periods indicated in such Financial Statements, have been prepared in accordance with the books of account and other financial records of Sellers and have been prepared in conformity with GAAP (except, in the case of the Interim Financial Statements, for the absence of footnote disclosures and other presentation items and for normal year-end adjustments that are not material, individually or in the aggregate).

(c) Neither Sellers nor the Acquired Subsidiaries have any liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due, regardless of when asserted), except: (i) liabilities specifically reflected in the most recent Interim Financial Statements; or (ii) liabilities that have arisen after the date of the most recent Interim Financial Statements in the ordinary course of business consistent with past practice, none of which relate to (A) breach of any Contract, (B) breach of warranty, (C) tort, (D) infringement, (E) violation of Law or the order of any Governmental Authority, or (F) any environmental liability.

3.17 Accounts Receivable. All Receivables (other than intercompany receivables) represent sales actually made in the ordinary course of business or valid claims as to which full performance has been rendered by such Seller or Acquired Subsidiary. There are no material disputes with respect to any of the Receivables reflected on the balance sheet included in the Interim Financial Statements that have not been reserved for in the Interim Financial Statements.

3.18 Certain Payments. No Seller or Acquired Subsidiary, nor any director or officer or, to the Knowledge of Sellers, other employee or other Person acting on behalf of a Seller or Acquired Subsidiary has, directly or indirectly, (a) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any Person, regardless of form, whether in money, property or services, (i) to obtain favorable treatment in securing business for any Seller or Acquired Subsidiary, (ii) to pay for favorable treatment for business secured by any Seller or Acquired Subsidiary, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of any Seller or Acquired Subsidiary or (iv) in violation of any Law; or (b) established or maintained any fund or asset with respect

to any Seller or Acquired Subsidiary that has not been recorded in the books and records of such Seller or Acquired Subsidiary.

3.19 Products. Each product or service sold, designed, distributed, leased, provided or otherwise delivered by a Seller, Acquired Subsidiary or the Business has been in conformity, in all material respects, with all applicable contractual commitments and all express and implied warranties, and no Seller, Acquired Subsidiary or the Business has any liability for replacement or repair of any such products or services or other damages in connection therewith, except as may be required by the applicable standard terms and conditions of sale, lease or service or by applicable Law which cannot be disclaimed, if any. No product or service sold, designed, distributed, leased, provided or otherwise delivered by a Seller, Acquired Subsidiary or the Business is subject to any guaranty, warranty or other indemnity beyond the applicable standard terms and conditions of sale, lease or service. Schedule 3.19(* - solely with respect to non-U.S. terms) sets forth true, correct and complete copies of the standard terms and conditions of sale, lease or service of Sellers and the Acquired Subsidiaries (containing applicable guaranty, warranty and indemnity provisions). To the Knowledge of Sellers, no Seller, Acquired Subsidiary or the Business has any liability, and to the Knowledge of Sellers, there is no basis for any present or future Proceeding against a Seller, Acquired Subsidiary or the Business giving rise to any liability, arising out of product liability obligations or claims as a result of the ownership, possession or use of a product or service sold, designed, distributed, leased, provided or otherwise delivered by a Seller, Acquired Subsidiary or the Business.

3.20 Related Party Transactions. Except as set forth on Schedule 3.20, no Seller or any of their respective Affiliates, nor any current or former director, manager, officer or employee of a Seller or an Acquired Subsidiary, or their respective Affiliates, (a) has or has had any direct or indirect interest in, or is or was a director, manager, officer or employee of, any Person that is a client, customer, supplier, lessor, lessee, debtor, creditor or competitor of a Seller, Acquired Subsidiary or the Business, (b) has or has had any direct or indirect interest in any material property, asset or right that is owned or used by a Seller, Acquired Subsidiary or the Business or (c) is, or at any time in the last three (3) years has been, a party to any Contract or transaction (other than any Benefit Plan) with a Seller, Acquired Subsidiary or the Business.

3.21 Conduct of Business. Since December 31, 2025, the Business and operations of each Seller and each Acquired Subsidiary has been conducted in the ordinary course of business consistent with past practice. Without limiting the generality of the foregoing, since December 31, 2025, except as set forth on Schedule 3.21, no Seller, Acquired Company or the Business has taken any action that would require the consent of Buyer pursuant to Section 5.1 if taken following the date hereof and prior to the Closing.

3.22 Banks. Schedule 3.22 contains a complete and correct list of the names and locations of all banks in which any Seller or Acquired Subsidiary has accounts or safe deposit boxes and the names of all persons authorized to draw thereon or to have access thereto. Except as set forth in Schedule 3.22, no Person holds a power of attorney to act on behalf of any Seller or Acquired Subsidiary with respect to any such accounts or safe deposit boxes.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers:

4.1 Status. Buyer is duly organized, validly existing and in good standing under the Laws of the state of its formation. Buyer has the requisite power to enter into and complete the transactions contemplated by this Agreement.

4.2 Authority. All actions necessary to be taken by or on the part of Buyer in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement and

the Related Agreements have been duly and validly authorized, executed and delivered by Buyer and constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with and subject to its terms, subject to applicable bankruptcy, insolvency, moratorium, or other similar Laws relating to creditors' rights and general principles of equity.

4.3 No Conflicts. Neither the execution, delivery nor the performance by Buyer of this Agreement and the Related Agreements nor the consummation by Buyer of the transactions contemplated hereby will: (a) conflict with or violate the certificate of formation of or other organizational documents of Buyer; or (b) violate any judgment, decree, order, statute, rule or regulation applicable to Buyer.

4.4 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of or action taken by Buyer.

4.5 Approvals and Consents. Except as required by the Bankruptcy Court, the execution, delivery and performance by Buyer of this Agreement and the Related Agreements and the consummation by it of the transactions contemplated hereby will not require any Consent, permit, license or approval of, or filing with or notice to, any Governmental Authority or other Person under any provision of Law applicable to Buyer or any contract or other agreement to which Buyer is a party, except for: (a) the entry of the Bidding Procedures Order, and (b) the entry of the Sale Order.

4.6 Good Faith Purchaser. Buyer is a "good faith" purchaser, as such term is used in the Bankruptcy Code and the court decisions thereunder (such that Buyer is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Acquired Assets). Buyer has negotiated and entered into this Agreement in good faith and without collusion or fraud of any kind.

4.7 As-Is Sale. Except as is otherwise expressly provided in this Agreement and any Related Agreements, the Acquired Assets are being sold without any representation or warranty as to merchantability or fitness for any particular purpose, and in an AS IS condition and WHERE IS basis, without survival or recourse after the Closing with respect to any representation or warranty of Sellers and Sellers are not providing any warranties and hereby disclaim any warranty (oral or written) concerning: (a) the nature and condition of the Acquired Assets or the Business and their suitability for any and all activities and uses that Buyer may elect to conduct with the Acquired Assets or the Business; (b) the manner, construction, condition and state of repair or lack of repair of any improvements of the Acquired Assets; and (c) the compliance of the Acquired Assets, the Business or their operation with any Laws, it being specifically understood that Buyer shall have full opportunity, during the inspection period, to determine for itself the condition of the Acquired Assets. In addition, except as otherwise expressly provided in this Agreement, Sellers make no representation or warranty with respect to any projections, estimates, or budgets heretofore delivered to or made available to Buyer or any of its Affiliates.

ARTICLE 5 COVENANTS OF SELLERS

5.1 Operation of the Business. Each Seller covenants and agrees that, from the date hereof until the completion of the Closing:

(a) Such Seller shall, and shall cause each Acquired Subsidiary to, continue to operate the Business in the ordinary course of business consistent with past practice and in compliance with all applicable Laws and the requirements and the orders of the Bankruptcy Court authorizing Sellers to obtain debtor-in-possession financing, and shall use, and shall cause each Acquired Subsidiary to use, commercially reasonable efforts to preserve the business organization of the Business intact, retain substantially as at the date of this Agreement the Business's employees, consultants and agents, and

preserve the goodwill of the Business's suppliers, advertisers, customers and others having business relations with it.

(b) Such Seller shall, and shall cause each Acquired Subsidiary to, keep its books and accounts, records and files in the usual and ordinary manner in which the Business has been conducted in the past. Such Seller shall, and shall cause each Acquired Subsidiary to, collect the Business's Receivables only in the ordinary course of business consistent with past practice, and shall not materially discount, or otherwise reduce the amount owed in respect of, any Receivables.

(c) Nothing contained in this Agreement shall give Buyer any right to control the operations or any other matter relating to the Business prior to the Closing Date, and Seller shall have complete control of the operations and all other matters relating to the Business up to the Closing Date, subject to the provisions contained in this Agreement.

(d) Such Seller shall maintain the Acquired Assets, and shall cause each Acquired Subsidiary to maintain its assets, in the ordinary course of business, and maintain in effect, and cause each Acquired Subsidiary to maintain in effect, its and their current casualty and liability insurance on and with respect to the Business and the Acquired Assets consistent with past practice and in compliance with all applicable Laws and the requirements and the orders of the Bankruptcy Court authorizing Sellers to obtain debtor-in-possession financing.

(e) Prior to the Closing Date, except as set forth on Schedule 5.1(e)(*), such Seller shall not, and shall cause each Acquired Subsidiary not to, without the prior written consent of Buyer, unless otherwise authorized by the Bankruptcy Court:

(i) sell, lease, transfer or encumber, or agree to sell, lease, transfer or encumber, any of its properties or assets, including the Acquired Assets, except in the ordinary course of business consistent with past practice;

(ii) enter into, renew, renegotiate, modify, amend or terminate any Contract required to be set forth on Schedule 3.3(a), in each case, except in the ordinary course of business;

(iii) enter into any Contract with respect to the Business, except in the ordinary course of business;

(iv) other than as required by any Benefit Plan disclosed on Schedule 3.14(a) or Law, (A) increase the level of compensation of any director, officer Employee or independent contractor, (B) increase the coverage or benefits available under any Benefit Plan to any director, officer, Employee or independent contractor, (C) establish, adopt, enter into, amend or terminate any Benefit Plan or plan, agreement or arrangement that would have been a Benefit Plan had it been in effect on the date hereof or (D) take any action to accelerate the vesting or payment of any compensation or benefits for any current or former officer, director, Employee or independent contractor;

(v) terminate, permit to expire, amend or fail to renew, obtain or preserve any material Permit or authorization with respect to the operations of the Business, the Acquired Subsidiaries or the ownership, use or lease of the Acquired Assets;

(vi) make any material loans or material advances;

(vii) incur, create, assume, guarantee or become liable for any Indebtedness;

(viii) use "liquidation," sales or use "brand sale," "going out of business," "out of business," "going out of business sale," "we quit," "quitting business," "everything must go," "liquidation/liquidating" or similar language with respect to the Business;

(ix) fail to maintain in full force and effect any filings necessary to maintain the owned Intellectual Property, other than in the ordinary course of business;

(x) hire or engage any new employee or individual independent contractor or terminate the employment or engagement of any employee or individual independent contract other than for cause;

(xi) offer, sell, provide any customer with a warranty plan or program, other than those issued or made available to a customer by (A) the manufacturer or vendor of the inventory sold to such customer or (B) a Seller or Acquired Subsidiary in the ordinary course of business and consistent with past practices existing on the petition date;

(xii) amend any Tax Returns, settle or compromise any audit with respect to Taxes, make or change any Tax election, change or adopt any method of Tax accounting, or take any other action that could reasonably be expected to affect Taxes with respect to the Acquired Assets for any Post-Closing Tax Period; or

(xiii) agree to do anything prohibited by this Section 5.1.

Further, Sellers agree to consult with Buyer on a regular basis, and at the reasonable request of Buyer, regarding any the foregoing.

5.2 Consents. Sellers shall, and shall cause each Acquired Subsidiary to, use their commercially reasonable efforts to obtain, at the earliest practicable date, all Consents contemplated by this Agreement. Sellers shall, and shall cause each Acquired Subsidiary to, cooperate with Buyer's efforts to secure required Consents to the assignment of the Assigned Contracts, including those consents specifically listed on Schedule 5.2(*).

5.3 Notice of Proceedings. Sellers will promptly notify Buyer in writing upon: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or any Related Agreement or the transactions contemplated hereunder or thereunder; (b) receiving any notice from any Governmental Authority of its intention (i) to institute an investigation into, or institute a suit or other Proceeding to restrain or enjoin, the consummation of this Agreement or such transactions or (ii) to nullify or render ineffective this Agreement or such transactions if consummated; or (c) the existence of any fact or circumstance, or the occurrence of any event, of which a Seller has knowledge that would reasonably be likely to cause a condition to a party's obligations to consummate the transactions contemplated hereby not to be satisfied as of the Closing Date.

5.4 Access. Upon the reasonable request of Buyer, Sellers shall, and shall cause each Acquired Subsidiary to, permit Buyer and its representatives to have access to all Leased Real Property, properties, books and records and Assigned Contracts included in the Acquired Assets during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of any Seller; provided, however, that, for avoidance of doubt, the foregoing shall not require any Person to waive, or take any action with the effect of waiving, its attorney-client privilege with respect thereto. Buyer shall,

upon reasonable notice to Sellers, be permitted to contact employees, vendors, customers, suppliers, licensors and licensees. Sellers shall be entitled to be present at any such meetings.

5.5 Bankruptcy Court Matters.

(a) On the Petition Date, Sellers shall serve and file a motion (the "Sale Motion") in the Bankruptcy Case requesting that the Bankruptcy Court (i) schedule the hearing for approving the Bidding Procedures, (ii) enter the Bidding Procedures Order (consistent with Section 5.5(b)) and (iii) enter the Sale Order at the final hearing on the Sale Motion. Thereafter, Buyer and Sellers shall take all actions as may be reasonably necessary to cause each of such orders to be issued, entered and become a Final Order. For the avoidance of doubt, Sellers may seek approval of the Sale Order and the Bidding Procedures Order in a single motion. Each of Sellers and Buyer agree to take any action reasonably necessary or appropriate to obtain the issuance and entry of the Bidding Procedures Order and the Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. In the event the entry of the Bidding Procedures Order or Sale Order shall be appealed, Sellers shall use commercially reasonable efforts to defend such appeals.

(b) The Bidding Procedures Order shall provide that: (i) if Sellers sell, transfer, lease or otherwise dispose of, directly or indirectly (including through an asset sale, stock sale, merger, or other similar transaction or pursuant to a plan of reorganization in the Bankruptcy Case) all or substantially all of the Acquired Assets or the Business in a transaction or a series of transactions with one or more Persons other than Buyer, in any circumstance, including in accordance with the Bidding Procedures Order (such an event being an "Alternate Transaction") on or prior to the date that is twelve (12) months after the date of the termination of this Agreement (other than as a result of an uncured Buyer breach hereof), Buyer shall be entitled to reasonably documented actual out-of-pocket fees and expenses (including legal, accounting and other fees and expenses) not to exceed $250,000 (the "Expense Reimbursement"), with such amount being payable solely upon the closing or consummation of such Alternate Transaction from cash proceeds therefrom; provided, however, that the closing or consummation of a transaction evidenced by a Qualified Bid (as defined in the Bidding Procedures Order) shall constitute an Alternate Transaction; (ii) a bid will not be considered by Sellers as a Qualified Bid for the Auction (as such terms are defined in the Bidding Procedures Order) unless such bid is for an amount equal to or more than, in cash, the aggregate sum of (A) the Purchase Price, and (B) the Expense Reimbursement; (iii) at the Auction (as defined in the Bidding Procedures Order) Buyer has the right to submit further bids along with a mark-up of this Agreement, and at any time, request that Sellers announce, subject to any new bids, the then current highest and best bid, and to the extent Buyer requests, use reasonable efforts to clarify any and all questions that Buyer may have regarding Sellers' announcement of the then highest or otherwise best, in the aggregate, bid; (iv) Buyer shall have standing to contest the highest or otherwise best, in the aggregate, bid selected by Sellers; and (v) the Expense Reimbursement shall be entitled to administrative expense priority under section 503(b)(1)(A) of the Bankruptcy Code and the obligation to pay in full in cash when due any amount owed by any Seller to Buyer under this Agreement, including the Expense Reimbursement, shall not be discharged, modified or otherwise affected by any plan of reorganization or liquidation for Sellers or by any other order of the Bankruptcy Court. For the avoidance of doubt, the Expense Reimbursement will only be payable if the Alternate Transaction is consummated.

(c) Sellers shall provide appropriate notice of the hearings on the Sale Motion, as is required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and all local rules, to all Persons entitled to notice, including all Persons that have asserted Liens in the Acquired Assets, all parties to the Assigned Contracts and all Tax Authorities and environmental authorities in jurisdictions applicable to Sellers. Sellers shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted, to the extent practicable, to Buyer prior to their filing with the Bankruptcy Court for Buyer's prior review and comment.

(d) Following entry of the Bidding Procedures Order, Sellers shall promptly serve one or more cure notices (each, a "Cure Notice") by first class mail on all non-debtor counterparties to all Non-Real Property Contracts and Leases and provide a copy of the same to Buyer. The Cure Notice shall inform each recipient that its respective Non-Real Property Contract or Lease may be designated by Buyer as either assumed or rejected, and the timing and procedures relating to such designation, and, to the extent applicable (i) the title of the Non-Real Property Contract or Lease, (ii) the name of the counterparty to the Non-Real Property Contract or Lease, (iii) Sellers' good faith estimates of the Cure Amounts required in connection with such Non-Real Property Contract or Lease, (iv) the identity of Buyer and (v) the deadline by which any such Non-Real Property Contract or Lease counterparty may file an objection to the proposed assumption and assignment or cure, and the procedures relating thereto. Buyer shall provide commercially reasonable information reasonably requested by Sellers in connection with providing adequate assurance of future performance.

(e) Sellers shall consult with Buyer regarding pleadings that any of them intend to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of, as applicable, the Bidding Procedures Order and the Sale Order. Sellers shall promptly provide Buyer and its counsel with copies of all notices, filings and orders of the Bankruptcy Court that Sellers have in their possession (or receives) pertaining to the motion for approval of the Bidding Procedures Order and Sale Order, or any other order related to any of the transactions contemplated by this Agreement, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court or otherwise made available to Buyer and its counsel. Sellers shall not seek any modification to the Bidding Procedures Order or the Sale Order by the Bankruptcy Court or any other Governmental Authority of competent jurisdiction to which a decision relating to the Bankruptcy Case has been appealed, in each case, without the prior written consent of Buyer.

(f) The Sale Order shall, among other things, (i) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, (A) the execution, delivery and performance by Sellers of this Agreement as may have been improved or otherwise modified at or prior to the Auction, (B) the sale of the Acquired Assets to Buyer on the terms set forth herein, as may have been improved or otherwise modified at or prior to the Auction, and free and clear of all Liens (other than Assumed Liabilities and Permitted Liens) and (C) the performance by Sellers of their respective obligations under this Agreement, as may have been improved or otherwise modified at or prior to the Auction; (ii) authorize and empower Sellers to assume and assign to Buyer the Assigned Contracts; and (iii) find that Buyer is a "good faith" buyer within the meaning of section 363(m) of the Bankruptcy Code, not a successor to any Sellers and grant Buyer the protections of section 363(m) of the Bankruptcy Code.

(g) If the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order, the Sale Order or other such order), subject to rights otherwise arising from this Agreement, Sellers shall use commercially reasonable efforts to prosecute such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion.

(h) Sellers acknowledge and agree, and the Sale Order shall provide that, on the Closing Date and concurrently with the Closing, other than with respect to the Permitted Liens and Assumed Liabilities, all then existing or thereafter arising obligations, Liabilities and Liens of, against or created by Sellers or their bankruptcy estates, to the fullest extent permitted by section 363 of the Bankruptcy Code, shall be fully released from and with respect to the Acquired Assets. On the Closing Date, the Acquired Assets shall be transferred to Buyer free and clear of all obligations, Liabilities and Liens, other than

Permitted Liens and the Assumed Liabilities to the fullest extent permitted by section 363 of the Bankruptcy Code.

(i) If requested by Buyer, and subject to the availability of funding for such purpose, Sellers agree to consummate the sale contemplated by this Agreement pursuant to a chapter 11 plan rather than pursuant to section 363 of the Bankruptcy Code.

5.6 Employee Matters.

(a) Buyer may, in its sole and absolute discretion, offer employment to any of Sellers' employees (each an "Employee") who is available for work on the Closing Date. Any such offer shall be for employment as a new employee of Buyer or one of its Subsidiaries (subject to any applicable probation period not prohibited by Law) to occupy positions designated by Buyer and pursuant to the terms and conditions determined by Buyer in its sole discretion. At least two (2) Business Days prior to the Closing Date, Buyer shall provide Sellers a list of any Employees that Buyer would like to make an offer of employment. Any such offer of employment will be effective as of the Closing Date and contingent upon the Closing. No provision of this Agreement shall create any rights (including third party beneficiary rights) in any current or former Employee of any Seller (including any beneficiary or dependent thereof) in respect of continued employment, or provision of benefits or compensation by Sellers or Buyer or its Affiliates or otherwise. Nothing herein (i) shall guarantee employment for any period of time or preclude the ability of Buyer or any of its Affiliates to terminate any Employee that accepts an offer of employment from Buyer ("Transferring Employee") for any reason or for no reason arrangement sponsored, maintained or contributed by Sellers, Buyer or any of their Affiliates or to prevent Buyer or its Affiliates from terminating or amending any Benefit Plan that is an Acquired Asset in accordance with its terms.

(b) Sellers agree to make available to Buyer, to the fullest extent permitted by Law, all information and materials requested by Buyer from the personnel files of each Employee who Buyer may be interested in offering employment. The parties agree to follow the standard procedures set forth in Revenue Procedure 2004-53 with respect to any Transferring Employees.

(c) Buyer assumes no obligation to continue or assume any compensation arrangements or liabilities of Sellers for any Transferring Employees under any compensation or retirement plan maintained by Sellers or any of their ERISA Affiliates (including any salary, bonuses, Benefit Plans, fringe benefits, insurance plans, pension or retirement benefits).

(d) Sellers agree that they shall retain all liabilities and obligations, if any (including the liability and obligation for all wages, bonuses, commissions, severance pay wrongful dismissal, salary, vacation pay and unemployment, medical, dental, health, death, injury and disability benefits and any and all claims and obligations arising under any Benefit Plan or any Law), for those current or former employees of Sellers who do not become Transferring Employees, as such obligations may be limited by the Bankruptcy Court or an order of the Bankruptcy Court.

(e) Sellers will have the sole and absolute responsibility for any financial or other commitments to their current and former employees, including the Transferring Employees, incurred for the period prior to Closing, including any and all claims or obligations for wages, salary, vacation pay, bonuses, commissions, severance pay, wrongful dismissal, unemployment, medical, dental, health, death, injury and disability benefits and any and all claims and obligations arising under any Benefit Plan or any Law (including the WARN Act). Buyer shall have no contractual or other obligation with respect to hiring, offering to hire, employing or providing any benefits or compensation to any of the Employees or any other current or former employees of Sellers. Nothing contained herein shall be deemed an admission that Sellers

have any financial obligation to Employees or that obligations, if any, are entitled to a particular treatment or priority under the Bankruptcy Code.

(f) For purposes of Section 5.6(d) and Section 5.6(e), the date on which a "claim" is incurred will be: (i) in the case of a death claim, the date of death, (ii) in the case of a disability claim or a life insurance premium waiver claim, the date of the first incidence of disability, illness, injury or disease that first qualifies an individual for benefits or to commence a qualifying period for benefits, (iii) in the case of dental, vision and medical care benefits, the date of the treatment or the date of purchase of eligible medical or dental supplies and (iv) in the case of a claim for prescription drug, the date the prescription was filled.

(g) Sellers will be exclusively responsible for complying with COBRA with respect to Employees (including the Transferring Employees) and their qualified beneficiaries by reason of any such employees' termination of employment with the applicable Seller and Buyer will not have any obligation or liability to provide rights or notices under COBRA on account of such termination.

5.7 Competing Transactions. As permitted by the Bidding Procedures Order, Sellers are permitted, and are permitted to cause its Representatives, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Buyer and its Affiliates, agents and Representatives) in connection with any sale or other disposition of all or any portion of the Business or the Acquired Assets or any other similar transaction with respect to Sellers or the Business, including any liquidation of the Business only pursuant to an auction conducted in accordance with the Bidding Procedures Order; provided, however, that Sellers may only enter into, and seek Bankruptcy Court approval of, any definitive agreement with respect to an Alternate Transaction if such Alternate Transaction is reasonably deemed to be a Superior Bid and Sellers terminate this Agreement in accordance with Section 11.1(a)(ii) (except to the extent that Buyer consents, in its sole discretion, otherwise). Nothing in this Section 5.7 shall be deemed to limit the exercise of Sellers' fiduciary duties.

5.8 Representations and Warranties. Sellers shall give detailed written notice to Buyer as promptly as reasonably practicable after Sellers learn of the occurrence of any event that would cause or constitute a material breach, or would have caused a material breach had such event occurred or been known to Sellers prior to the date hereof, of any of the representations and warranties of Sellers contained in this Agreement.

5.9 Fulfillment of Conditions. Sellers covenant and agree with Buyer that Sellers will, at all times from and after the date hereof through the Closing, take all commercially reasonable steps necessary and proceed diligently and in good faith to satisfy each condition to the obligations of Sellers or Buyer contained in this Agreement and will not take or fail to take any action that could reasonably be expected to result in the nonfulfillment of any such condition (unless Sellers are otherwise relieved of such obligations pursuant to the provisions of this Agreement).

5.10 Assurance regarding Acquired Assets. To the extent it is determined, either prior to or following the Closing, that any Person besides a Seller or Acquired Subsidiary (including any Affiliate or direct or indirect owner of Sellers) possesses any ownership rights to any Intellectual Property or other asset which is used in the Business (besides property subject to an expressly scheduled capital or operating lease), then Sellers covenant and agree to use reasonable best efforts to cause such Person to promptly convey such asset for no consideration to Sellers (if prior to Closing) or to Buyer (if following Closing). In addition, Sellers shall cause any pre-Closing reorganization steps necessary to ensure that, as of the Closing, 100%

of the equity interests of each Acquired Subsidiary is held, directly or indirectly, by the applicable Seller, free and clear of all Liens (except Permitted Liens), and is in a form transferable to Buyer at Closing.

5.11 Confidentiality. Sellers acknowledge that, from and after the Closing, all non-public information relating to the Acquired Assets and the Assumed Liabilities will be valuable and proprietary to Buyer. Sellers agree that, from and after the Closing, no Seller will disclose to any Person any information relating to Buyer, the Acquired Assets or the Assumed Liabilities, except as required by Law or as otherwise becomes available in the public domain other than through any action by any Seller in violation of its obligations under this Section 5.11. Sellers acknowledge and agree that the remedies at law for any breach or threatened breach of this Section 5.11 by any Seller are inadequate to protect Buyer and that the damages resulting from any such breach are not readily susceptible to being measured in monetary terms. Accordingly, without prejudice to any other rights or remedies otherwise available to Buyer, each party acknowledges and agrees that upon any breach or threatened breach by a Seller of the terms and conditions of this Section 5.11, Buyer will be entitled to immediate injunctive relief and to seek an order restraining any threatened or future breach from any court of competent jurisdiction without proof of actual damages or posting of any bond in connection with any such remedy. The provisions of this Section 5.11 will survive the Closing.

5.12 Non-Assignable Assets. Nothing in this Agreement shall be construed as an attempt or agreement to assign any Acquired Asset that, by Law, is non-assignable without the Consent of the applicable Governmental Authority or other Person or with respect to which Law provides for certain actions to be taken prior to such assignment ("Non-assignable Assets"), unless and until such Consent shall have been obtained or such actions have been taken. Sellers shall, and shall cause their respective Affiliates to, cooperate with Buyer at the sole cost and expense of Buyer (with respect to payments required by the applicable consenting party) to obtain such Consents and to take such required actions promptly. To the extent permitted by applicable Law, in the event Consent to the assignment of any Non-assignable Asset cannot be obtained prior to the Closing or such actions cannot be taken (and Buyer does not waive such Consent or actions), such Non-assignable Asset shall be held, as of and from the Closing Date but not to exceed sixty (60) days thereafter, by Sellers in trust for Buyer, and the covenants and obligations thereunder shall be performed by Buyer in the applicable Seller's name and all benefits and obligations existing thereunder shall be for Buyer's account. During such sixty (60)-day period, Sellers shall take or cause to be taken at Buyer's sole cost and expense such actions in their name or otherwise as Buyer may reasonably request so as to provide Buyer with the benefits of the Non-assignable Assets and to effect collection of money or other consideration that becomes due and payable under the Non-assignable Assets, and Sellers shall promptly pay over to Buyer all money or other consideration received by any of them in respect of all Non-assignable Assets. As of and from the Closing Date but not to exceed sixty (60) days thereafter, Sellers authorize Buyer, to the extent permitted by applicable Law, to perform all the obligations and receive all the benefits of Sellers under the Non-assignable Assets and appoint Buyer or its attorney-in-fact to act in their name on their behalf with respect thereto.

5.13 Intercompany Arrangements. Prior to the Closing, Sellers shall disclose to Buyer all intercompany Contracts and other arrangements between any Seller and any Acquired Subsidiary. At or prior to the Closing, Sellers shall cause all such intercompany Contracts and arrangements to be terminated or assigned, as directed by Buyer in writing, in each case, without any liability to any Acquired Subsidiary, unless Buyer otherwise consents in writing.

ARTICLE 6 COVENANTS OF BUYER

Buyer covenants and agrees that, from the date hereof until the completion of the Closing (or, as applicable, following the Closing):

6.1 Representations and Warranties. Buyer shall give detailed written notice to Sellers promptly upon learning of the occurrence of any event that would cause or constitute a breach, or would have caused a breach had such event occurred or been known to Buyer prior to the date hereof, of any of the representations and warranties of Buyer contained in this Agreement.

6.2 Fulfillment of Conditions. Buyer covenants and agrees with Sellers that, at all times from and after the date hereof through the Closing, Buyer will take commercially reasonable steps necessary and proceed diligently and in good faith to satisfy each condition to the obligations of Buyer or Sellers contained in this Agreement and will not take or fail to take any action that could reasonably be expected to result in the nonfulfillment of any such condition (unless Buyer is otherwise relieved of such obligations pursuant to the provisions of this Agreement).

6.3 Bankruptcy Matters. Buyer agrees to cooperate with any reasonable request made by Sellers in connection with their efforts to secure the entry of the Bidding Procedures Order and the Sale Order or any amendments or supplements thereto, including making officers and other principals of Buyer and its Affiliates available for testimony before the Bankruptcy Court.

6.4 Records of Sellers. Following the Closing:

(a) Buyer agrees to preserve and keep the Files and Records of Sellers delivered to it hereunder for a period of three (3) years from the Closing Date in a manner consistent in all material respects with its document retention and destruction policies, as in effect from time to time; and

(b) Buyer agrees to provide access to such Files and Records to Sellers, Sellers' professionals and, to the extent required by Law or the Bankruptcy Court, the Official Committee of Unsecured Creditors, if any, to be formed in the Bankruptcy Case and its professionals, and any other debtor estate fiduciaries, appointed in Sellers' Bankruptcy Case, in each case upon reasonable written notice and during normal business hours and subject to such reasonable confidentiality provisions as Buyer deems necessary or appropriate to protect any confidential information contained in such Files and Records.

ARTICLE 7 OTHER COVENANTS

7.1 Filings; Other Actions. Subject to the terms and conditions herein provided, as promptly as practicable after the entry of the Sale Order, or at such earlier time as Buyer may reasonably elect, Sellers and Buyer shall (a) use all reasonable efforts to cooperate with each other in (i) determining which filings are required to be made prior to the Closing Date with, and which material Consents, approvals, Permits, or authorizations are required to be obtained prior to the Closing Date from, Governmental Authorities of the United States and foreign jurisdictions in connection with the execution and delivery of this Agreement and the consummation of the contemplated transactions; provided, however, that Buyer and Sellers agree that neither of them will make any voluntary filing under applicable foreign antitrust Laws or regulations without the consent of the other unless advised by legal counsel in such jurisdiction that the failure to make a filing could result in a Material Adverse Effect or otherwise be in violation of applicable Law, and (ii) timely making all such filings and timely seeking all such material Consents, approvals, Permits or authorizations, and (b) use all reasonable efforts to take, or cause to be taken, all other action and do, or cause to be done, all other things reasonably necessary or appropriate to consummate the contemplated transactions, as soon as practicable. In connection with the foregoing, Sellers will promptly provide Buyer, and Buyer will promptly provide Sellers, with copies of all correspondence, filings, or communications (or memoranda setting forth the substance thereof) between such party or any of its Representatives, on the one hand, and any Governmental Authority or members of their respective staffs, on the other hand, with respect to all filings and submissions required hereunder. Notwithstanding anything to the contrary in this Agreement, neither party nor any of its Affiliates will be required, in connection with the matters covered

by this Section 7.1, (A) to pay any amounts other than such party's share of the filing fees and expenses and fees of counsel, (B) to commence or defend any litigation, (C) to hold separate (including by trust or otherwise) or divest any of their respective businesses, product lines or assets, (D) to agree to any limitation on the operation or conduct of such party's respective businesses or (E) to waive any of the conditions set forth in Article 8.

7.2 Further Assurances.

(a) In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the parties hereto will, at the Requesting Party's sole cost and expense, take such further action (including the execution and delivery of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation, providing materials and information) as the other party may reasonably request, which actions shall be reasonably necessary to transfer, convey or assign to Buyer all of the Acquired Assets or to confirm Buyer's assumption of the Assumed Liabilities.

(b) If, following the Closing, Buyer or any Seller becomes aware that Buyer or any of its Affiliates owns any asset or rights which is an Excluded Asset, such party shall promptly inform the other party of that fact. Thereafter, at the request of any Seller, Buyer shall execute, or cause the relevant Affiliate(s) of Buyer to execute, such documents as may be reasonably necessary to cause the transfer of and Buyer shall thereafter transfer any such asset or right to Seller or such other entities nominated by such Seller for no consideration and such Seller shall do all such things as are reasonably necessary to facilitate such transfer (at no cost to Seller). If, following the Closing, Buyer receives any payments in respect of any Excluded Asset, Buyer shall promptly remit such payments to the applicable Seller or other entity nominated by such Seller.

(c) If, following Closing, Buyer or any Seller becomes aware that a Seller or any of its Affiliates owns any asset or rights which is an Acquired Asset, such party shall promptly inform the other party of that fact. Thereafter, at the request of Buyer, the applicable Seller shall execute or cause the relevant Affiliate(s) of such Seller to execute such documents as may be reasonably necessary to cause the transfer of and such Seller shall thereafter transfer any such asset or right to Buyer or any other entities nominated by Buyer for no consideration and Buyer shall do all such things as are reasonably necessary to facilitate such transfer (at no cost or liability to Buyer). If, following the Closing, a Seller or its Affiliates receive any payments in respect of the Acquired Assets (including payments on account of Receivables), such Seller shall promptly remit such payments to Buyer or other entity nominated by Buyer.

7.3 Post-Closing Access. Without limiting the provisions of Section 6.4, from and after the Closing, upon request by any party (the "Requesting Party"), the other parties will permit such Requesting Party and its Representatives to have reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of such party, to all premises, properties, personnel, books and records relating to the Business and the Acquired Assets for the purposes of (a) preparing Tax Returns, (b) monitoring or enforcing rights or obligations under this Agreement or any of the Related Agreements, or (c) complying with the requirements of any Governmental Authority or applicable Law; provided, however, that, for avoidance of doubt, the foregoing shall not require a party to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of applicable Law or (iii) providing such access or information would be reasonably expected to be disruptive to its normal business operations.

7.4 Acknowledgements. Buyer acknowledges that the Acquired Assets shall be sold and conveyed to Buyer free and clear of all Liens except for: (A) the Assumed Liabilities and (B) Permitted Liens.

7.5 Press Releases and Public Announcements. Sellers shall not issue any press release or make any public announcement relating to the existence or subject matter of this Agreement without the prior written approval of Buyer, unless a press release or public announcement is required by applicable Law or an order of the Bankruptcy Court. If any such announcement or other disclosure is required by applicable Law or an order of the Bankruptcy Court, Sellers shall give Buyer prior notice of, and an opportunity to comment on, the proposed disclosure. The parties acknowledge that Sellers shall file this Agreement with the Bankruptcy Court in connection with obtaining entry of the Bidding Procedures Order and the Sale Order and that this Agreement will be publicly available.

7.6 No Successor Liability. The parties intend that, upon the Closing, Buyer and its Affiliates shall not and shall not be deemed to: (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor, to Sellers, including, a "successor employer" for the purposes of the IRC, ERISA, or other applicable Laws; (b) have any responsibility or liability for any obligations of Sellers, or any Affiliate of Sellers based on any theory of successor or similar theories of liability; (c) have, de facto or otherwise, merged with or into any of Sellers; (d) be an alter ego or a mere continuation or substantial continuation of any of Sellers (and there is no continuity of enterprise between Buyer and any Seller), including, within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other Law (including filing requirements under any such Laws), or under any products liability law or doctrine with respect to Sellers' liability under such Law; or (e) be holding itself out to the public as a continuation of any of Sellers or their respective estates.

7.7 Possession of Acquired Assets. On the Closing Date, (a) Sellers shall deliver or turn over physical possession of all of Tangible Personal Property to Buyer at the location of such Tangible Personal Property as of the date of this Agreement or where any after acquired Tangible Personal Property is delivered to a Seller; and (b) Sellers shall deliver and turn over physical possession of the Leased Real Property (including all keys and access devices) to Buyer, in the same condition as existing on the date of this Agreement, reasonable wear and tear excepted.

7.8 Maintenance of Insurance. Following the Closing but not to exceed sixty (60) days thereafter and solely to the extent of funds available for such purpose, Sellers will maintain any Insurance Policies that are not Acquired Assets, or have not yet become Acquired Assets by reason of a failure to obtain a required Consent prior to the Closing. In the event Buyer or any of its equityholders, directors, managers, officers, employees, agents or Affiliates incurs, suffers or sustains any losses based upon, arising out of or otherwise in respect of the Acquired Assets, upon receipt of a written request by Buyer to Sellers, Sellers, at Buyer's sole cost and expense, will, and will cause their respective Affiliates to, use commercially reasonable efforts to claim and recover such losses under such Insurance Policies and will remit any insurance proceeds to Buyer promptly following, and in any event within 5 days of, such Seller's receipt thereof.

7.9 Use of Business Name. Following the Closing, each Seller shall, and shall cause its respective Affiliates to, immediately (a) cease to use or do business under the name "WISER", "WISER SOLUTIONS" or any other tradenames currently used by the Business, or any name that is derivative of or similar to the name "WISER", "WISER SOLUTIONS" or any other tradenames currently used by the Business; (b) take such actions as are necessary to change the name of each Seller and each of their respective Affiliates to a name that does not include the name "WISER", "WISER SOLUTIONS" or any other tradenames currently used by the Business, or any name that is derivative of or similar to the name "WISER", "WISER SOLUTIONS" or any other tradenames currently used by the Business, including by filing certificates of amendment (or similar filings) with the Governmental Authorities in each jurisdiction where such Seller or such Affiliate is organized or registered to do business or where such Seller or such Affiliate holds any Permit; and (c) take such actions as are necessary to change the name of any Seller or Affiliate thereof that is party to any Bankruptcy Case on the public record to a name that does not include

the name "WISER", "WISER SOLUTIONS" or any other tradenames currently used by the Business, or any name that is derivative of or similar to the name "WISER", "WISER SOLUTIONS" or any other tradenames currently used by the Business, and to cause the caption or other reference to such Bankruptcy Case to be amended to reflect such change.

ARTICLE 8 CONDITIONS TO THE OBLIGATIONS OF SELLERS

The obligations of Sellers under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date (which conditions may be waived by Wiser Solutions, on behalf of all Sellers, in its sole discretion):

8.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects (without giving effect to any "materiality", "Material Adverse Effect" or other qualifications contained therein) as of the Closing Date as though made on and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case, as of such date), except where the failure of such representations and warranties to be so true and correct would not have a Material Adverse Effect.

(b) Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have furnished Sellers with a certificate, dated the Closing Date and duly executed by an officer authorized on behalf of Buyer to give such a certificate, to the effect that the conditions set forth in Section 8.1(a) and Section 8.1(b) have been satisfied.

8.2 Proceedings.

(a) Neither Sellers nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) In the event such a restraining order or injunction is in effect, this Agreement may not be abandoned by Sellers pursuant to this Section 8.2 prior to the Outside Date, but the Closing shall be delayed during such period. This Agreement may be abandoned after the Outside Date if such restraining order or injunction remains in effect.

8.3 Deliveries. Buyer shall have complied with each and every one of its obligations set forth in Section 10.2.

8.4 Bankruptcy Court Approval. The Sale Order authorizing a sale of the Acquired Assets and assumption and assignment of the Assigned Contracts to Buyer shall have become a Final Order.

ARTICLE 9 CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date (which conditions may be waived by Buyer, at Buyer's sole discretion):

9.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Sellers contained in this Agreement shall be true and correct in all material respects (without giving effect to any "materiality", "Material Adverse Effect" or other qualifications contained therein) as of the Closing Date as though made on and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case, as of such date).

(b) Sellers shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) There shall not have occurred and be continuing a Material Adverse Effect.

(d) Sellers shall have furnished Buyer with a certificate, dated the Closing Date and duly executed by authorized representatives of Sellers to the effect that the conditions set forth in Section 9.1(a), (b) and (c) have been satisfied.

9.2 Proceedings.

(a) Neither Sellers nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) In the event such a restraining order or injunction is in effect, this Agreement may not be abandoned by Buyer pursuant to this Section 9.2 prior to the Outside Date, but the Closing shall be delayed during such period. This Agreement may be abandoned after such Outside Date if such restraining order or injunction remains in effect.

9.3 Deliveries. Sellers shall have complied with each and every one of its obligations set forth in Section 10.1.

9.4 Required Consents. Except as permitted post-Closing under Section 2.4, Buyer shall have obtained all of the required Consents as set forth on Schedule 5.2.

9.5 Required Permits. Except as permitted post-Closing under Section 2.4, Buyer shall have obtained all of the Permits required for Buyer to operate the Business, to own the Acquired Assets and to discharge Buyer's obligations under the Assigned Contracts.

9.6 Satisfactory Due Diligence. Buyer shall be satisfied, in its sole and absolute discretion, with its due diligence investigation of Sellers, the Acquired Subsidiaries, the Business and the Acquired Assets.

9.7 Bankruptcy Court Approval. The Sale Order authorizing a sale of the Acquired Assets to Buyer shall have become a Final Order, and no order reversing, modifying or amending the Sale Order shall be in effect on the Closing Date.

ARTICLE 10 ITEMS TO BE DELIVERED AT THE CLOSING

10.1 Deliveries by Sellers. At the Closing, Sellers shall deliver to Buyer, duly executed by Sellers or such other signatory as may be required by the nature of the document:

(a) a Bill of Sale sufficient to sell, convey, transfer and assign the Acquired Assets to Buyer free and clear of any Liens (other than Permitted Liens) in a form mutually acceptable to Sellers and Buyer (the "Bill of Sale");

(b) (i) one or more Assignment and Assumption Agreements sufficient to transfer the Assumed Liabilities and Assigned Contracts to Buyer and (ii) assignments to Buyer of the owned Intellectual Property, in each case, in a form acceptable to Buyer (collectively, the "Assignment and Assumption Agreements") (and, if requested by Buyer, a separate assignment and assumption agreement for each Lease);

(c) a copy of the Bidding Procedures Order and the Sale Order as entered by the Bankruptcy Court on the docket;

(d) from each Seller, an executed IRS Form W-9;

(e) (i) all documents and instruments, executed and delivered in form and substance reasonably acceptable to Buyer, amending or terminating (as appropriate) any Seller's certificate of formation (or similar governing document), any foreign qualification registrations and any assumed name or d/b/a filings to eliminate such Seller's right to use the "WISER", "WISER SOLUTIONS" name or any name that, in the reasonable judgment of Buyer, is similar to any such name, and (ii) all consents, documents and instruments, executed and delivered in form and substance reasonably acceptable to Buyer, that are necessary or desirable for Buyer to claim, register or file to use the "WISER", "WISER SOLUTIONS" name or any name that, in the reasonable judgment of Buyer, is similar to any such name;

(f) delivery of the Acquired Assets;

(g) stock certificates or similar evidences of the equity interests of each Acquired Subsidiary, duly endorsed or accompanied by stock powers or other transfer instruments executed in blank, in form and substance reasonably acceptable to Buyer, sufficient to transfer to Buyer good and valid title to 100% of the outstanding equity interests of each Acquired Subsidiary, free and clear of all Liens (except Permitted Liens), together with any notarized documents, apostilles, legalizations or other instruments required under applicable Law to effectuate the valid transfer of the equity interests of each Acquired Subsidiary to Buyer, in form and substance reasonably acceptable to Buyer;

(h) evidence, in form and substance reasonably acceptable to Buyer, of all required Consents (including any foreign investment approvals, change-of-control consents and regulatory authorizations) necessary to consummate the transfer of the equity interests of each Acquired Subsidiary to Buyer in accordance with applicable Law;

(i) good standing certificates (or the applicable equivalent thereof) for each Acquired Subsidiary, issued by the applicable Governmental Authority of its jurisdiction of organization, dated as of a date no more than ten (10) Business Days prior to the Closing Date;

(j) written resignations, effective as of the Closing, of such directors, officers, managers and other governing body members of each Acquired Subsidiary as are requested by Buyer in writing not less than five (5) Business Days prior to the Closing Date;

(k) all documents and instruments, in form and substance reasonably acceptable to Buyer, that are required under applicable Law or the organizational documents of each Acquired Subsidiary to appoint Buyer's designated directors, officers, managers and other governing body members of each Acquired Subsidiary, in each case, effective as of the Closing;

(l) all corporate books and records, minute books, share registers and corporate seals (if applicable) of each Acquired Subsidiary, to the extent not in the physical possession of such Acquired Subsidiary as of the Closing;

(m) any other bills of sale, deeds, certificates of title, endorsements, assignments, conveyance, transfer and assignment and all other documents that are reasonably requested by Buyer in order to effectuate the terms and conditions of this Agreement, in form and substance reasonably satisfactory to Buyer; and

(n) the certificate referred to in Section 9.1(d).

10.2 Deliveries by Buyer. At the Closing, Buyer shall deliver to Sellers, duly executed by Buyer, as applicable:

(a) the Purchase Price, which shall be paid in the manner specified in Section 2.5;

(b) the Assignment and Assumption Agreements;

(c) such other instruments of conveyance, transfer and assignment requiring Buyer's signature in order to consummate the transactions contemplated herein; and

(d) the certificate referred to in Section 8.1(c).

ARTICLE 11 TERMINATION; EXPENSES; REMEDIES CUMULATIVE

11.1 Termination.

(a) This Agreement may be terminated at any time prior to Closing:

(i) by the mutual consent of Wiser Solutions and Buyer;

(ii) automatically (A) at the conclusion of the Auction (as defined in the Bidding Procedures Order) if Buyer is not named the Successful Bidder (as defined in the Bidding Procedures Order) or the Back-Up Bidder (as defined in the Bidding Procedures Order) at the conclusion of the Auction or (B) upon the consummation of an Alternate Transaction if Buyer is named the Back-Up Bidder at the conclusion of the Auction;

(iii) by Wiser Solutions or Buyer if (A) the Bankruptcy Court enters an order that precludes the consummation of the transactions contemplated hereby on the terms and conditions set forth in this Agreement or (B) the Bankruptcy Court has denied the approvals contemplated by this Agreement in a Final Order;

(iv) by Buyer if the Bidding Procedures Order shall (A) not have been entered within 25 days after the Petition Date subject to the Bankruptcy Court's calendar, or (B) have been amended or supplemented without Buyer's prior written consent;

(v) by Buyer if the Sale Order shall not have become a Final Order on or prior to June 23, 2026 (or such later date as may be consented to in writing by Buyer) (other than as a result of any action or inaction by Buyer), or if such Sale Order has been reversed, modified or amended in any way not satisfactory to Buyer;

(vi) by Buyer if, prior to the Closing, Sellers seek to have the Bankruptcy Court enter an order dismissing, or converting the Bankruptcy Case into a case under chapter 7 of the Bankruptcy Code or appointing a trustee in the Bankruptcy Case or appointing a responsible officer or an examiner with enlarged powers relating to the operation of any Seller's business (beyond those set forth in section 1106(a)(3) or (4) of the Bankruptcy Code) under Bankruptcy Code Section 1106(b), or such an order of dismissal, conversion or appointment is entered for any reason and is not reversed or vacated within fourteen (14) days after the entry thereof;

(vii) by Buyer, if Buyer is not in default under this Agreement, in a manner that would cause a condition to Sellers' obligations pursuant to Article 8 not to be satisfied, and no Seller has failed to cure a material breach of any of its representations, warranties or covenants under this Agreement within ten (10) calendar days after it receives notice from Buyer of such breach; provided, however, that no such notice shall be required if such breach is not curable;

(viii) by Wiser Solutions, if no Seller is in default under this Agreement, in a manner that would cause a condition to Buyer's obligations pursuant to Article 9 not to be satisfied, and Buyer has failed to cure a material breach of any of its representations, warranties or covenants under this Agreement within ten (10) calendar days after it receives notice from Sellers of such breach; provided, however, that no such notice shall be required if such breach is not curable;

(ix) by Buyer or Wiser Solutions if the Closing has not occurred by the Outside Date; provided, however, that the right to terminate this Agreement under this Section 11.1(a)(ix) shall not be available to any party that has breached in any material respect any of its obligations under this Agreement in a manner that has resulted in the failure of the Closing to occur on or before the Outside Date;

(x) by Buyer, if it is determined by the Bankruptcy Court that Buyer is not permitted to credit bid for a portion of the Purchase Price as contemplated by Section 2.5 above;

(xi) by Buyer, if (A) there is an "Event of Default" by any Seller under the Crestline DIP Credit Documents, and (B) the Crestline Agent or the lenders party to the Crestline DIP Credit Documents commence an exercise of remedies under the Crestline DIP Credit Documents (x) against a material portion of the "Collateral" (as defined in the Crestline DIP Credit Documents) or (y) which results in the inability of Sellers to continue operating as a going concern;

(xii) by Buyer, if the Cure Amounts exceed the Cure Amount Cap; and

(xiii) by Buyer, if any Delayed Disclosure Schedule or Updated Disclosure Schedule delivered pursuant to Section 12.14 reflects any Material Schedule Item.

(b) If any party terminates this Agreement pursuant to Section 11.1, all rights and obligations of the parties hereunder shall terminate upon such termination (and payment of the Expense Reimbursement in accordance with the terms hereof and the Bidding Procedures Order if such termination results from the occurrence of the event described in Section 11(a)(ii)(B)), and shall become null and void (except that Article I, Article XI and Sections 12.1-12.7 and 12.9-12.13 shall survive any such termination) and no party shall have any Liability to the other parties hereunder; provided, however, that (i) if Sellers fail to cure a material breach of any of their representations, warranties or covenants under this Agreement

within (if such breach is curable) ten (10) calendar days after they receive notice from Buyer of such breach, and Buyer has, in the first instance, elected not to terminate this Agreement pursuant to Section 11.1(a), Buyer shall have the right to make the appropriate application to the Bankruptcy Court for an injunction or injunctions to enforce specifically Sellers' obligations under this Agreement, without the requirement of posting a bond or other security; and (ii) nothing in this Section 11.1(b) will be deemed to release any party from Liability to the other parties hereunder for any breach of this Agreement prior to termination.

11.2 Expenses. Other than with respect to the Expense Reimbursement, each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including accounting and legal fees incurred in connection herewith.

11.3 Remedies Cumulative. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto.

ARTICLE 12 GENERAL PROVISIONS

12.1 Assignability; No Third Party Rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement without prior written consent of Buyer, with respect to an assignment by any Seller, or Wiser Solutions, with respect to an assignment by Buyer; provided, however, Buyer shall be permitted to assign this Agreement or any of its rights, interests or obligations hereunder, in whole or in part, (a) to any lender to Buyer or any of its Affiliates for collateral security purposes; or (b) to one or more designees of Buyer without the prior consent of Sellers if Buyer's assignee satisfies all of Buyer's financial conditions, including adequate assurance of future performance, the Bankruptcy Court or any other Person; provided, that (i) such assignment shall not relieve Buyer of its obligations hereunder and (ii) Buyer shall furnish to Sellers, at least two (2) Business Days prior to the Closing a copy of the assignment and assumption agreement(s) evidencing such assignment(s). The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any Person other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

12.2 Amendments; Waivers. The terms, covenants, representations, warranties and conditions of this Agreement may be (a) changed, amended or modified only by a written instrument executed by each of Buyer and Wiser Solutions or (b) waived only by a written instrument executed by Buyer, with respect to any waiver by Buyer, or Wiser Solutions, with respect to any waiver by any Seller. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

12.3 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by e-mail) and shall be deemed to have been duly made and received when personally served, when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or when confirmation of successful e-mail transmission is received, in each case, addressed as set forth below:

(a) if to Sellers, then to:	Wiser Solutions, Inc. Attention: Michael Richards; Don Harer Email: mrichards@paladinmgmt.com; dharer@paladinmgmt.com
With a copy (which, alone, shall not constitute notice) to:	Hogan Lovells US LLP 855 Main St Suite 200 Redwood City, CA 94063 Attention: Todd Schwartz Email: todd.schwartz@hoganlovells.com
(b) if to Buyer, then to:	c/o Crestline Investors, Inc. 201 Main Street, Suite 2100 Fort Worth, Texas 76102 Facsimile: (817) 339-7378 Email: SpecialtyLending@crestlineinc.com; CrestlineDirectFinance@crestlineinc.com; and opportunity2@crestlineinc.com
with a copy (which, alone, shall not constitute notice) to:	Jones Day 600 Brickell Avenue, Suite 3300 Miami, Florida 33131 Attention: Gary L. Kaplan Email: gkaplan@jonesday.com and Jones Day 901 Lakeside Avenue Cleveland, OH 44114 Attention: William R. Stewart, Jr. Email: wrstewartjr@jonesday.com

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

12.4 Captions. The captions of Articles and Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

12.5 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to principles of conflicts of laws, except to the extent the Laws of that State are superseded by the Bankruptcy Code.

12.6 Submission to Jurisdiction; Service of Process. Each of the parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court in any Proceeding arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby and agrees that all claims in respect of such Proceeding may be heard and determined in any such court. Each party also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from the Bankruptcy Court or (b) bring any Proceeding arising out of or relating to

this Agreement or any Related Agreement or the transactions contemplated hereby or thereby in any other court. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any party hereto may make service on any other party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 12.3; provided, however, that nothing in this Section 12.6 shall affect the right of any party to serve legal process in any other manner permitted by Law or in equity. Each party hereto agrees that a final judgment in any Proceeding so brought shall be conclusive and may be enforced by a Proceeding or in any other manner provided by Law or in equity. The parties hereto intend that all foreign jurisdictions will enforce any order of the Bankruptcy Court in any Proceeding arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby.

12.7 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

12.8 Post-Closing Specific Performance. In addition to Buyer's entitlement to an injunction or injunctions to enforce specifically Sellers' obligations pursuant to Section 11.1(b) above, from and after the Closing, the parties shall be entitled to an injunction or injunctions to enforce specifically the parties' respective covenants and agreements under this Agreement that survive the Closing, without the requirement of posting a bond or other security.

12.9 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by any Governmental Authority to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

12.10 Entire Agreement. This Agreement, the Related Agreements, the Bidding Procedure Order (once entered), and the Sale Order (once entered) constitute the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof. This Agreement has been prepared by all of the parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any party hereto.

12.11 Counterparts; Electronic Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Signed facsimile or other electronic copies of this Agreement shall legally bind the parties hereto to the same extent as original documents.

12.12 Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, then this Agreement will be construed as drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Unless otherwise indicated to the contrary herein by the context or use thereof: (a) any reference to any federal, state, local or foreign statute or law will be deemed also to refer to all rules and regulations

promulgated thereunder; (b) all references to the preamble, recitals, Sections, Articles, Schedules, exhibits or annexes are to the preamble, recitals, Sections, Articles, Schedules, exhibits or annexes of or to this Agreement; (c) the words "herein", "hereto", "hereof" and words of similar import refer to this Agreement as a whole and not to any particular section or paragraph hereof; (d) masculine gender will also include the feminine and neutral genders, and vice versa; (e) words importing the singular will also include the plural, and vice versa; (f) the words "include", "including" and "or" will mean without limitation by reason of enumeration; and (g) "delivered", "made available" and "provided" (or words or phrases of similar import or nature) to Buyer will mean that such documents or materials were present in the "WISER" electronic data room hosted by Box.com provided for the transactions contemplated by this Agreement in folders accessible to Buyer and its Representatives at least two Business Days prior to the petition date and remain in such electronic data room from such date through the Closing.

12.13 Non-Recourse. All actions, suits, claims and proceedings, at law or in equity, or arbitration or administrative or other proceedings by or before any Governmental Authority (whether in contract or in tort, in law or in equity) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), may be made only against Persons that are expressly identified as parties hereto. No Person who is not a named party to this Agreement, including any Affiliate or other representative of any named party to this Agreement ("Non-Party Affiliates"), shall have any liability (whether in contract or in tort, in law or in equity, or based upon any theory that seeks to impose liability of an entity party against its owners or Affiliates) for any liabilities arising under, in connection with or related to this Agreement or for any claim based on, in respect of or by reason of this Agreement or its negotiation or execution; and each party hereto waives and releases all such liabilities against any such Non-Party Affiliates. In the event that any provision of this Agreement provides that a party hereto shall cause its Affiliates or representatives to take any action (or refrain from taking any action) or otherwise purports to be binding on such party's Affiliates or representatives, such party shall be liable for any breach of such provision by any such Affiliate or representative.

12.14 Updating of Schedules.

(a) Buyer acknowledges that certain Schedules to this Agreement have are notated with an asterisk (*) herein (the "Delayed Disclosure Schedules") are not complete as of the Petition Date. As soon as reasonably practicable following the Petition Date, but in any event no later than 15 days following the Petition Date, Sellers shall deliver to Buyer proposed versions of each Delayed Disclosure Schedule. Following Sellers' delivery of the Delayed Disclosure Schedules, Sellers and Buyer shall cooperate in good faith to agree on final versions of the Delayed Schedules (subject to update pursuant to Section 12.14(b)); provided, however, that if any such disclosure reflects any item that constitutes a Material Adverse Effect (a "Material Schedule Item"), Buyer will be entitled to terminate this Agreement pursuant to Section 11.1(a)(xiii). For the avoidance of doubt, all of the Schedules to this Agreement must be complete as of the Closing Date.

(b) Sellers shall notify Buyer in writing of any material changes, additions or events occurring after the date of this Agreement which require a representation and warranty of Sellers to be supplemented with a new schedule or cause any material change in or addition to a schedule promptly after Sellers become aware of the same, by delivery of such new schedule or appropriate updates to any such schedule (each, an "Updated Disclosure Schedule") to Buyer. Following Sellers' delivery of any Updated Disclosure Schedule, Sellers and Buyer shall cooperate in good faith to agree on a final version of such Updated Disclosure Schedule; provided, however, that if any such disclosure reflects any Material Schedule Item, Buyer will be entitled to terminate this Agreement pursuant to Section 11.1(a)(xiii).

(c) Each Delayed Disclosure Schedule and each Updated Disclosure Schedule shall (i) expressly state that it is being made pursuant to Section 12.14(a) or Section 12.14(b),as applicable, (ii) specify the representations and warranties to which it applies and (iii) describe in reasonable detail the facts, changes, additions or events to which it relates; provided, however, that no Delayed Disclosure Schedule or Updated Disclosure Schedule shall have any effect for purposes of determining the satisfaction of the conditions set forth in Article IX; and provided, further, that if (A) Sellers so furnish a Delayed Disclosure Schedule or Updated Disclosure Schedule, (B) the absence of such information would have resulted in a breach of any representation or warranty set forth in Article III under this Agreement and (C) the Closing occurs, then such information shall be deemed to amend this Agreement and the disclosure schedules for all other purposes hereunder.

(d) Sellers acknowledge that Schedule 2.2(i) is not complete as of the Petition Date. Prior to the Closing, Buyer shall deliver to Sellers a final version of Schedule 2.2(i), which shall be deemed to automatically amend this Agreement for all purposes hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the date first above written.

BUYER:

CL MATEO-A, LLC

Signed by:
William Palmer
236B2E1E11E349C...

By:_____

Name: William Palmer
Title: President

SELLERS:

WISER SOLUTIONS, INC.
SHELVSPACE, INC.
RW3 TECHNOLOGIES, INC.
BRAND PROTECTION AGENCY LLC
BLOSM LLC

By: Signed by: Don Harer 1FFB816CB2EB4EE...
Name: Don Harer
Title: Chief Transformation Officer

Schedule A

Sellers

1. Wiser Solutions, Inc., a Delaware corporation
2. Shelvspace, Inc., a Delaware corporation
3. RW3 Technologies, Inc., a California corporation
4. Brand Protection Agency LLC, a Texas limited liability company
5. Blosm LLC, a Delaware limited liability company

Schedule B

Acquired Subsidiaries

1. Quad Analytix India Private Ltd. (India)
2. Pacific Acquisition Pty. Ltd. (Australia)
3. MarketTrack Global Pty. Ltd. (Australia)
4. Insight Quest Pty. Ltd. (Australia)
5. Wiser Analytics, ULC (Canada)
6. Wiser Solutions SAS (France)
7. WorkIT Technologies (UK) Ltd. (England)
8. WorkIT GmbH (Germany)
9. WorkIT Software S.A. de C.V. (Mexico)

Exhibit A

Bidding Procedures

[See attached]

[EXCERPTED - *SEE* EXHIBIT 3 TO PROPOSED BID PROCEDURES ORDER]

Exhibit 2

Auction Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re: WISER SOLUTIONS, INC., *et al.*,[1] Debtors.	)	Chapter 11
	)	Case No. 26-80002-swe11
	)	Joint Administration Requested

NOTICE OF AUCTION AND SALE OF ASSETS

PLEASE TAKE NOTICE that on [●], 2026, the United States Bankruptcy Court for the Northern District of Texas (Dallas Division) (the "Court") entered the *Order (I)(A) Approving Bidding Procedures, (B) Approving the Stalking Horse Bid and Expense Reimbursement, (C) Scheduling Certain Dates and Deadlines, (D) Approving the Form and Manner of Notice Thereof, and (E) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, and (II)(A) Authorizing the Sale of Assets Free and Clear of All Encumbrances, and (B) Approving the Assumption and Assignment of the Assumed Contracts and Leases, and (III) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Order"), authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to conduct an auction (the "Auction") regarding the sale of all or substantially all of the Debtors' assets (the "Assets"), free and clear of all liens, claims, interests, and other encumbrances (collectively, "Liens"). The Auction will be governed by the bidding procedures attached to the Bidding Procedures Order as Exhibit [●] (the "Bidding Procedures").[2]

PLEASE TAKE FURTHER NOTICE that the Debtors are soliciting offers for the purchase of substantially all or a portion of the Assets consistent with the Bidding Procedures approved by the Court pursuant to the Bidding Procedures Order. **All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order**. To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that the Bid Deadline is **June 15, 2026 at 5:00 p.m. (prevailing Central Time)**, and that any person or entity who wishes to submit a Bid and

[1] The last four digits of Wiser Solutions, Inc.'s federal tax identification number are 5664. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/wiser. The location of Debtor Wiser Solutions, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1875 Mission Street, Suite 103, San Francisco, CA 94103.

[2] Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures.

participate in the Auction must comply with the bid requirements and other requirements set forth in the Bidding Procedures and Bidding Procedures Order.

PLEASE TAKE FURTHER NOTICE that, if the Debtors, in addition to the Stalking Horse Bid, receive at least one Qualified Bid within the requirements and time frame specified by the Bidding Procedures, the Debtors will conduct the Auction **on June 18, 2026, at 10:00 a.m. (prevailing Central Time)**, virtually, or in such other manner and/or location as determined by the Debtors, in prior consultation with the Consultation Parties. The Debtors will provide Auction participation details to all Qualified Bidders and other permitted attendees prior to the Auction.

PLEASE TAKE FURTHER NOTICE that only a Qualified Bidder (including the Stalking Horse Bidder) and its representatives and advisors who has submitted a Qualified Bid shall be eligible to **participate** in, and make any subsequent bids at, the Auction.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the sale of the Assets, free and clear of all Liens, to the Successful Bidder(s) at a hearing scheduled on **June [23], 2026, at [●] (prevailing Central Time)** (the "Sale Hearing") before the Honorable **[●]**, at the United States Bankruptcy Court for the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce Street, 14th Floor, Courtroom 2, Dallas, Texas 75242, or conducted consistent with the procedures established pursuant to the Court's standing orders.

PLEASE TAKE FURTHER NOTICE that the deadline to object to consummation or approval of the sale is **June 9, 2026, at 12:00 p.m. (prevailing Central Time)** (the "Sale Objection Deadline").

PLEASE TAKE FURTHER NOTICE that the deadline to object to the proposed Cure Amounts or the assumption and assignment of any proposed executory contracts or unexpired lease is **June 9, 2026, at 12:00 p.m. (prevailing Central Time)**.

PLEASE TAKE FURTHER NOTICE that the deadline to object to the identity of the Successful Bidder (other than the Stalking Horse Bidder) or adequate assurance of future performance by the Successful Bidder (other than the Stalking Horse Bidder) is **June 22, 2026, at 12:00 p.m. (prevailing Central Time)** (the "Post-Auction Objection Deadline").

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Amount related to any Contract to which you are a party, object to a proposed assignment to the Successful Bidder of any Contract to which you are a party, or dispute the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Contract to which you are a party, or object to the sale of Assets the Successful Bidder(s), your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, the Local Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to any proposed Cure Amount; (iv) state the Cure Amount alleged to be owed to the objecting Contract counterparty, and include any applicable and appropriate documentation in support thereof; and (v) be filed with the Court and served and **actually received on before the applicable deadlines set forth above** by the Court and the following parties: (i) the Debtors: [●]; (ii) counsel to the Debtors: [●]; (iii) Crestline Agent: [●]; (iv) counsel to the Stalking Horse Bidder: Jones Day, (a) 600 Brickell Avenue, Suite

3300 Miami, Florida 33131, Attention: Gary L. Kaplan (gkaplan@jonesday.com) and (b) 901 Lakeside Avenue, Cleveland, OH 44114, Attention: William R. Stewart, Jr. (wrstewartjr@jonesday.com); (v) the United States Trustee: [●]; (vi) the Stalking Horse Bidder [●]; and (vii) counsel to the Official Committee of Unsecured Creditors: [●]; *provided* that the Debtors may modify any of the objection deadlines by filing a notice of such modification on the Court's docket.

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PERSON OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE SALE OBJECTION DEADLINE OR THE POST-AUCTION OBJECTION DEADLINE, AS APPLICABLE, IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE APPLICABLE DEBTOR'S ASSETS FREE AND CLEAR OF ALL LIENS, EXCEPT AS MAY BE SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve their rights to modify the Bidding Procedures in their business judgment, in consultation with the Consultation Parties, in any manner that will best promote the goals of the Bidding Procedures, or impose, at or prior to the Auction, additional customary terms and conditions, including: (i) extending the deadlines set forth in the Bidding Procedures; (ii) adjourning the Auction; (iii) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (iv) canceling the Auction; and/or (v) rejecting or terminating any or all Bids or Qualified Bids in accordance with the Bidding Procedures Order.

Dated: [●], 2026

[Signature Blocks for Counsel to the Debtors]

Exhibit 3

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	Chapter 11
WISER SOLUTIONS, INC., *et al.*,[1]	)	Case No. 26-80002-swe11
Debtors.	)	(Jointly Administered)

BIDDING PROCEDURES

On April [●], 2026, the United States Bankruptcy Court for the Northern District of Texas (the "Court") entered the *Order (I)(A) Approving Bidding Procedures, (B) Approving the Stalking Horse Bid and Expense Reimbursement, (C) Scheduling Certain Dates and Deadlines, (D) Approving the Form and Manner of Notice Thereof, and (E) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, and (II)(A) Authorizing the Sale of Assets Free and Clear of All Encumbrances, and (B) Approving the Assumption and Assignment of the Assumed Contracts and Leases, and (III) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Order"),[2] by which the Court approved the following bidding procedures (the "Bidding Procedures") in the Debtors' chapter 11 cases (the "Bankruptcy Cases"). These Bidding Procedures set forth the process by which the Debtors are authorized to solicit bids (each, a "Bid") and conduct an auction (the "Auction") for the sale (the "Sale") of all or substantially all of the Debtors' assets (collectively, the "Assets") in accordance with and as described in that certain Asset Purchase Agreement (the "Stalking Horse Purchase Agreement"; and the bid proposed therein, the "Stalking Horse Bid"), dated as of April 26, 2026, by and among the Debtors and CL Mateo-A LLC (the "Stalking Horse Bidder"). A copy of the Stalking Horse Purchase Agreement is attached as an exhibit to the Bidding Procedures Order.

1. IMPORTANT DATES.

a. *Bid Deadline:* June 15, 2026, at 5:00 p.m. (prevailing Central Time).

b. *Auction (if any)*: June 18, 2026, at 10:00 a.m. (prevailing Central Time).

c. *Sale Hearing:* June [23], 2026, at [●] (prevailing Central Time).

2. QUALIFIED BIDDERS.

[1] The last four digits of Wiser Solutions, Inc.'s federal tax identification number are 5664. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/wiser. The location of Debtor Wiser Solutions, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1875 Mission Street, Suite 103, San Francisco, CA 94103.

[2] All capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Stalking Horse Purchase Agreement (as defined herein) or the Bidding Procedures Order, as applicable.

a. A "Qualified Bidder" is a Potential Bidder (as defined below): (i) who has demonstrated the financial wherewithal to consummate the Sale, as determined in the Debtors' discretion, in prior consultation with Crestline Direct Finance, L.P., as agent for itself and certain other lenders under the Crestline Prepetition Credit Documents and Crestline DIP Credit Documents ("Crestline Agent"), and any official committee of unsecured creditors appointed in the Bankruptcy Cases (the "Creditors Committee", and together with Crestline Agent, the "Consultation Parties"); *provided, however*, that the Debtors reserve the right to withhold any information or documents from Crestline Agent that could, in the Debtors' reasonable discretion, enable the Stalking Horse Bidder to obtain an unfair competitive advantage over any other Qualified Bidder. Each Qualified Bidder shall have delivered to the Debtors and the Consultation Parties (i) the most current audited and unaudited financial statements (collectively, the "Financials") of the Potential Bidder, or such other form of financial disclosure as is acceptable to the Debtors, or (ii) if the Potential Bidder is an entity formed for the purpose of acquiring the Assets, (A) Financials of the equity holder(s) of the Potential Bidder, or such other form of financial disclosure as is acceptable to the Debtors, and (B) a written commitment in favor of and acceptable to the Debtors from the equity holder(s) of the Potential Bidder backstopping the Potential Bidder's obligations in connection with its Bid and the Sale.

b. Promptly following the Bid Deadline (as defined below), but in any event at least forty-eight (48) hours prior to the commencement of the Auction (regardless of whether the Auction is held on the scheduled date set forth in Section 6 or another date), the Debtors shall notify each Potential Bidder in writing whether such Potential Bidder is a Qualified Bidder, and shall at the same time (x) provide copies of all Qualified Bids to the Stalking Horse Bidder, each other Qualified Bidder, and the Consultation Parties, and (y) notify the Stalking Horse Bidder, each other Qualified Bidder, and the Consultation Parties of the highest or otherwise best Qualified Bid, as determined in the Debtors' reasonable business judgment (the "Baseline Bid"), in prior consultation with the Consultation Parties.

c. The Stalking Horse Bidder shall be deemed a Qualified Bidder at all times for all purposes in connection with the bidding process, the Auction, and the Sale. The Stalking Horse Bidder shall not be required to take any further action in order to participate in the Auction (if any) or, if the Stalking Horse Bidder is the Successful Bidder (as defined below), to be presented as the Successful Bidder at the Sale Hearing (as defined below).

d. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the consideration contemplated by, or otherwise improve the terms of, its Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures and the Bidding Procedures Order; *provided, however*, that any Qualified Bid may be improved prior to or at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the

requirements for Qualified Bids set forth in these Bidding Procedures and the Bidding Procedures Order.

e. Any disputes related to these Bidding Procedures, including whether a Potential Bidder constitutes a Qualified Bidder and/or a Bid constitutes a Qualified Bid, shall be resolved by the Bankruptcy Court.

3. DUE DILIGENCE.

a. **Diligence Provided to Potential Bidders**.

Any person or entity wishing to submit a competing bid to the Stalking Horse Bid and consummate a Sale of the Assets (each, a "Potential Bidder") must enter into a confidentiality agreement on terms acceptable to the Debtors (a "Confidentiality Agreement"), to the extent not already executed. Only Potential Bidders approved by the Debtors and such Potential Bidder's duly-authorized representatives, in each case, to the extent provided in the applicable Confidentiality Agreement, shall be eligible to receive due diligence information and access to the Debtors' electronic data room and to additional non-public information regarding the Debtors and the Assets. No Potential Bidder will be permitted to conduct any due diligence without entering into a Confidentiality Agreement. The Debtors will provide to each approved Potential Bidder reasonable due diligence information, as requested by such Potential Bidder in writing, as soon as reasonably practicable after such request, and the Debtors will post all written due diligence provided to any Potential Bidder to the Debtors' electronic data room.

The Debtors may decline to provide diligence materials to Potential Bidders who, at such time and in the Debtors' reasonable business judgment, in consultation with the Consultation Parties, have not established, or who have raised doubt, that such Potential Bidder intends in good faith to, or has the capacity to, consummate the Sale. The Debtors also reserve the right to withhold any diligence materials that the Debtors determine, in their sole discretion, are sensitive or otherwise not appropriate for disclosure to a Potential Bidder who the Debtors determine is a competitor of the Debtors or is affiliated with a competitor of the Debtors.

All due diligence requests must be directed to: SSG Capital Advisors, Pat Swanick pswanick@ssgca.com and Michael Goodman mgoodman@ssgca.com.

b. **Diligence Provided by Potential Bidders**.

Each Potential Bidder shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors regarding the ability of the Potential Bidder to consummate the Sale. Failure by a Potential Bidder to comply with such requests shall be a basis for the Debtors, in prior consultation with the Consultation Parties, to determine that such Potential Bidder is not a Qualified Bidder or that a bid made by such Potential Bidder is not a Qualified Bid.

The Debtors and each of their respective advisors and representatives shall be obligated to maintain in confidence any confidential information provided by a Potential Bidder in accordance with any applicable Confidentiality Agreement, except as otherwise set forth in these Bidding

Procedures. Each recipient of confidential information provided by a Potential Bidder agrees to use, and to instruct their advisors and representatives to use, such confidential information only in connection with the evaluation of Bids during the bidding process and in accordance with the terms of any applicable Confidentiality Agreement.

4. BID REQUIREMENTS.

A Bid submitted by a Qualified Bidder that satisfies each of the following requirements (collectively, the "Bid Requirements"), as determined by the Debtors in their reasonable business judgment, in prior consultation with the Consultation Parties, shall constitute a "Qualified Bid." As stated, the Stalking Horse Bidder's bid is a Qualified Bid for all purposes.

a. *Form of Bid*. Each Bid must be in writing and submitted by a Qualified Bidder to the Bid Notice Parties (as defined below).

b. *Bid Deadline*. Each Bid must be transmitted via email (in .pdf or similar format) so as to be actually received on or before 5:00 p.m. (prevailing Central Time) on June 15, 2026 (the "Bid Deadline"), by the Bid Notice Parties.

c. *Assets*. Each Bid must provide for the purchase of all or substantially all of the Assets (or to the extent the Bid is for less than all Assets, which Assets are included in the Bid) and must clearly state, subject to clause (g) below, which liabilities of the Debtors the Qualified Bidder is agreeing to assume (the "Assumed Liabilities").

d. *Purchase Price*. Each Bid must clearly set forth the purchase price to be paid for the Assets (the "Purchase Price"), which amount must equal or exceed the sum of the following:

(i) $90 million, which is equal to the Stalking Horse Bidder's credit bid consisting of the Crestline DIP Obligations and a portion of the Crestline Prepetition Obligations less the amount of the Acquired Subsidiary Accrued Taxes, estimated as of the Petition Date; plus

(ii) an amount equal to Property Tax Purchase Price Adjustment, estimated as of the Petition Date, plus

(iii) an amount equal to the aggregate amount of the Assumed Liabilities, including the Cure Amount ($400,000), estimated as of the Petition Date, to be assumed or paid, as applicable, by the Stalking Horse Bidder at Closing; plus

(iv) $250,000, which is equal to the Expense Reimbursement payable to the Stalking Horse Bidder in the event it is not the Successful Bidder; plus

(v) $150,000, which is equal to the amount of the Excluded Cash; plus

(vi) $150,000, which represents the Initial Auction Overbid (as defined below).

e. *Payments*. Each Bid must provide that the Purchase Price shall be paid in full in cash at the closing of the Sale and that the payment of the Expense Reimbursement shall be made directly to the Stalking Horse Bidder upon the closing of the Sale to such Qualified Bidder.

f. *Deposit*. With its Bid, each Qualified Bidder, except the Stalking Horse Bidder, must submit by wire transfer of immediately available funds to an account to be provided upon request by the Qualified Bidder, a cash deposit in an amount equal to ten percent (10%) of the cash portion of the Purchase Price set forth in its Bid (the "Deposit"), to be held, in the discretion of the Debtors, either in a non-interest-bearing escrow account to be identified and established by the Debtors or held in trust by the Debtors on a non-interest bearing basis in a designated debtor in possession bank account to be identified by the Debtors. To the extent a Qualified Bid (other than the Stalking Horse Bid) is modified before, during or after the Auction in any manner that increases the Purchase Price contemplated by such Qualified Bid, such Qualified Bidder is required to promptly increase its Deposit so that it equals ten (10) percent of the new proposed or actual Purchase Price.

g. *Assumption of Obligations.* Each Bid must expressly assume not less than all of the Assumed Liabilities (in aggregate value) on terms no less favorable to the Debtors than set forth in the Stalking Horse Purchase Agreement.

h. *Contracts and Leases*. Each Bid must confirm that the Qualified Bidder will require assignment of at least the same executory contracts and unexpired leases proposed to be assumed and assigned, or the Debtors' rights and interests therein sold and transferred, as the case may be, to the Stalking Horse Bidder under the Stalking Horse Purchase Agreement, or to the extent such Qualified Bid will require the assumption and assignment, or sale and transfer, as the case may be, of executory contracts and unexpired leases that differ in any way therefrom, identifies with particularity each and every executory contract and unexpired lease the assumption and assignment, or sale and transfer, as the case may be, of which is a condition to closing the Sale.

i. *Marked Asset Purchase Agreement*. Each Bid must include a duly executed, binding, non-contingent, asset purchase agreement (i) which shall be marked against the Stalking Horse Purchase Agreement to show all changes required by the Qualified Bidder as a condition to closing the Sale (the "Qualified Bidder Purchase Agreement"), and (ii) shall contain terms and conditions that are at least as favorable to the Debtors (other than the Purchase Price which must be more favorable) than those set forth in the Stalking Horse Purchase Agreement (including schedules and exhibits, the "Qualified Bidder Purchase Agreement").

j. *No Contingencies, Financing or Diligence Outs*. Bids shall not be conditioned on (i) obtaining financing, (ii) obtaining shareholder, board of directors, or other

internal approvals, or (iii) the outcome or completion of a due diligence review by the Qualified Bidder.

k. *Identity*. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Qualified Bidder if such Qualified Bidder is an entity formed for the purpose of submitting the Bid and consummating the Sale), and the complete terms of any such participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific persons and counsel whom the Debtors and their advisors should contact regarding such Bid.

l. *Demonstrated Financial Capacity*. A Qualified Bidder must have, in the Debtors' business judgment, in consultation with the Consultation Parties, the necessary financial capacity to consummate the proposed transactions required by its Bid and provide adequate assurance of future performance with respect to all executory contracts and unexpired leases proposed to be assumed by such Bid.

m. *Committed Financing*. Each Bid must be accompanied by evidence of the Qualified Bidder's capacity to consummate the sale set forth in its Bid with cash on hand, or must include evidence of unconditional committed financing documented to the satisfaction of the Debtors, in consultation with the Consultation Parties, which demonstrates that the Qualified Bidder has sufficient debt and/or equity funding commitments to satisfy the Qualified Bidder's Purchase Price and other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions acceptable to the Debtors.

n. *Binding and Irrevocable*. Subject to the Stalking Horse Purchase Agreement solely as it relates to the Stalking Horse Bidder, each Bid must provide that such Bid shall be open and irrevocable until the earlier of:

(i) such Bid being determined by the Debtors not to be a Qualified Bid;

(ii) if the Debtors do not choose such Bid to be the Successful Bid or Back-Up Bid, the date of entry by the Bankruptcy Court of an order approving the Sale to another Qualified Bidder;

(iii) if such Bid is chosen by the Debtors to be the Successful Bid, the date which is the earlier to occur of: (i) the closing of the Sale to such Successful Bidder, and (ii) fifteen (15) days following the date the order approving the Sale to the Successful Bidder shall have become a final, non-appealable order; and

(iv) if such Bid is chosen by the Debtors to be the Back-Up Bid, the date which is the earlier to occur of: (i) the date of closing on the Sale to the Successful

Bidder, and (ii) twenty-five (25) days following the date the order approving the Sale to the Successful Bidder shall have become a Final Order; *provided, however*, that if the Successful Bidder shall fail to close the Sale because of a breach on the part of the Successful Bidder (after giving effect to any applicable cure periods or waivers) within the period set forth in clause (iii) above, the Back-Up Bid shall remain open and irrevocable until the date which is the earlier to occur of: (i) the date of closing on the Sale to the Back-Up Bidder (as defined below) and (ii) ten (10) days following the Successful Bidder's failure to close the Sale.

o. *Expenses; Disclaimer of Fees*. Each Bid must disclaim any right to receive a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation. No Qualified Bidder will be permitted to request, nor be granted by the Debtors, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation. By submitting its Bid, each Qualified Bidder is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise (including a theory of substantial contribution).

p. *Authorization*. Each Bid must contain evidence that the Qualified Bidder has obtained authorization or approval from its board of directors (or a comparable governing body acceptable to the Debtors) with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid and contain a representation that no other or further internal or third-party authorizations or approvals are required. Or, if a Bid is subject to obtaining any third-party authorizations or approvals, the Bid must disclose what authorization or approvals are required and the time required to obtain such authorizations or approvals.

q. *As-Is, Where-Is*. Each Bid must include a written acknowledgement and representation that the Qualified Bidder: (i) has had an opportunity to conduct and has concluded all due diligence regarding the Assets prior to submitting the Bid; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Assets in making its Bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bid.

r. *Adherence to Bid Procedures*. By submitting its Bid, each Qualified Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and the Bidding Procedures Order and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction.

s. *Compliance with Bankruptcy Code and Non-Bankruptcy Law*. Each Bid and Qualified Bidder must comply in all respects with the Bankruptcy Code and any applicable non-bankruptcy law.

t. *Consent to Jurisdiction*. Each Qualified Bidder must submit to the jurisdiction of the Bankruptcy Court and waive any right to a jury trial in connection with any disputes relating to Debtors' qualification of Bids, the Auction, the construction and enforcement of these Bidding Procedures, the Sale documents, and the closing of the Sale, as applicable.

u. *No Collusion*. Each Qualified Bidder must certify that the Qualified Bidder has not engaged, and will not engage, in any collusion with respect to its Bid, the Auction, or the Sale.

5. SUBMISSIONS TO THE DEBTORS.

All submissions to the Debtors required to be made under these Bidding Procedures must be directed to each of the following persons (collectively, the "Bid Notice Parties"):

a. *The Debtors*.

Wiser Solutions, Inc.
1875 Mission Street, Suite 103
San Francisco, CA 94103
Attention: Donald Harer
Email: dharer@paladinmgmt.com

b. *Proposed Counsel to the Debtors*.

Hogan Lovells US LLP
855 Main Street
Suite 200
Redwood City, CA 94063
Attention: Todd Schwartz
Email: todd.schwartz@hoganlovells.com

c. *Proposed Investment Banker to the Debtors*.

SSG Capital Advisors
300 Barr Harbor Drive
Suite 420
Conshohocken, PA 19428
Attention: Pat Swanick
Michael Goodman
Email: pswanick@ssgca.com
Email: mgoodman@ssgca.com

d. *Proposed Counsel to the Official Committee of Unsecured Creditors*.

[●]

e. *Stalking Horse Bidder*.

CL Mateo-A LLC
c/o Crestline Investors, Inc.
201 Main Street, Suite 2100
Fort Worth, Texas 76102
Facsimile: (817) 339-7378
Email: SpecialtyLending@crestlineinc.com;
CrestlineDirectFinance@crestlineinc.com; and
opportunity2@crestlineinc.com

f. *Counsel to the Stalking Horse Bidder*.

Jones Day
600 Brickell Avenue, Suite 3300
Miami, Florida 33131
Attention: Gary L. Kaplan
Email: gkaplan@jonesday.com

and

Jones Day
901 Lakeside Avenue
Cleveland, OH 44114
Attention: William R. Stewart, Jr.
Email: wrstewartjr@jonesday.com

6. AUCTION.

If the Debtors receive one or more Qualified Bids in addition to the Stalking Horse Bid, the Debtors shall conduct an Auction to determine the Successful Bidder. If the Debtors do not receive one or more Qualified Bids (other than the Stalking Horse Bid), the Debtors shall not conduct an Auction, the Stalking Horse Bidder's Bid shall be the Successful Bid, and the Debtors shall present the Stalking Horse Bid for approval at the Sale Hearing.

The Auction shall take place virtually on June 18, 2026, at 10:00 a.m. (prevailing Central Time), or in such other manner and/or location as determined by the Debtors, in prior consultation with the Consultation Parties. The Debtors will provide Auction participation details to all Qualified Bidders and other permitted attendees prior to the Auction.

If the Debtors proceed with the Auction, the following rules and procedures shall apply:

A. Only the following parties shall be entitled to attend the Auction: (i) the Stalking Horse Bidder and its legal and financial advisors, (ii) other Qualified Bidders and their legal and financial advisors, (iii) the Debtors and their legal and financial advisors, (iv)

Creditors Committee members and their legal and financial advisors, (v) Crestline Agent, and (vi) any creditors of the Debtors who give notice to the Bid Notice Parties of their intention to attend not later than twenty-four (24) hours prior to the Auction.

B. Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to its Bid, the Auction, or the Sale, and (ii) its Qualified Bid is a good-faith offer and it intends to consummate the Sale if selected as the Successful Bidder.

C. Only a Qualified Bidder (including the Stalking Horse Bidder) and its representatives and advisors who has submitted a Qualified Bid shall be eligible to participate in, and make any subsequent bids at, the Auction. Each Qualified Bidder must appear in person or through a duly authorized representative who has the legal authority to bind the Qualified Bidder at the Auction (and who must provide the Debtors with written evidence of such authority prior to the Auction which is reasonably satisfactory to the Debtors), or they shall not be entitled to attend or participate at the Auction.

D. All Qualified Bids shall be placed on the record at the Auction, which shall be transcribed, videotaped, or recorded in the discretion of the Debtors.

E. Each Qualified Bidder will have the right to make additional modifications or improvements to its Qualified Bidder Purchase Agreement at any time, prior to, or during, the Auction which are consistent with these Bidding Procedures and the Bidding Procedures Order.

F. Bidding shall commence at the Baseline Bid.

G. The initial minimum overbid at the Auction shall be the amount of the Baseline Bid plus $150,000 (the "Initial Auction Overbid"). Thereafter, a Qualified Bidder may increase its Qualified Bid in any amount as long as each subsequent bid (each, a "Subsequent Overbid") exceeds the previous highest bid by at least $100,000 of additional cash consideration.

H. The Initial Auction Overbid and each Subsequent Overbid must continue to meet, satisfy, or comply with the requirements of a Qualified Bid, other than those applicable to the submission of the initial Qualified Bid.

I. The Stalking Horse Bidder shall be entitled to include as part of any and all of its subsequent bids submitted at the Auction a credit for the full amount of the Expense Reimbursement (any such credit shall not prejudice the Stalking Horse Bidder's rights in the Stalking Horse Purchase Agreement with respect to the Expense Reimbursement).

J. The Auction will continue with each Qualified Bidder having an opportunity to submit additional Subsequent Overbids, after being advised of the terms of the then highest bid and the identity of the Qualified Bidder who made such bid. Each Qualified Bidder is required to submit a Qualified Bid in each round of bidding. If a Qualified Bidder

declines to submit a Qualified Bid in any round of bidding it shall be disqualified from participating at the Auction.

K. The Auction will conclude when the Debtors determine, in prior consultation with the Consultation Parties, that they have received the highest or otherwise best offer from a Qualified Bidder (the "Successful Bid"). The next highest or otherwise best Qualified Bid submitted at the Auction, as determined by the Debtors, in prior consultation with the Consultation Parties, shall be the "Back-Up Bid". The Qualified Bidder submitting the Successful Bid shall be the "Successful Bidder" and the Qualified Bidder submitting the Back-Up Bid shall be the "Back-Up Bidder". In making these decisions, the Debtors will consider, without limitation, (i) the amount of the purchase price, (ii) the form of consideration being offered, (iii) the Qualified Bidder's ability to close the Sale at the amount of its last bid made at the Auction and the timing thereof, (iv) indicia of good faith on the part of the Qualified Bidder, (v) the terms and conditions of the Qualified Bidder Purchase Agreement or the Stalking Horse Purchase Agreement as modified at the Auction, (vi) the requirements as to the assumption and assignment of executory contracts and unexpired leases, (vii) the ability to provide adequate assurance of future performance to the counterparties to executory contracts and unexpired leases being assumed and assigned, and (viii) the net benefit to the Debtors' estates.

L. Prior to the conclusion of the Auction, the Debtors and the Successful Bidder will enter into a definitive agreement based upon the Qualified Bidder Purchase Agreement previously submitted by the Successful Bidder and, prior to filing the notice of successful bidder (the "Notice of Successful Bidder"), will make all related revisions to the proposed order approving the Sale to the Successful Bidder, or if the Stalking Horse Bidder is the Successful Bidder, the Debtors and the Stalking Horse Bidder will, to the extent necessary, enter into an amended Stalking Horse Purchase Agreement and make all related revisions to the proposed order approving the Sale to the Successful Bidder, in either case reflecting the results of the Auction.

M. All Qualified Bids shall remain open and irrevocable for the time periods set forth in Section 4(n) above.

N. Following the conclusion of the Auction, the Debtors shall promptly file with the Bankruptcy Court the Notice of Successful Bidder which will inform the Bankruptcy Court of the results of the Auction. The Notice of Successful Bidder shall identify, among other things: (i) the Successful Bidder for the Assets, (ii) the amount and form of consideration to be paid by the Successful Bidder for the Assets, and (iii) the Assumed Liabilities to be assumed by the Successful Bidder. The Notice of Successful Bidder shall also include similar information relating to the Back-Up Bidder and its Bid. In addition, the Debtors will attach to the Notice of Successful Bidder: (i) the proposed or revised proposed Sale Order, with any revisions necessary to reflect the results of the Auction, approving the sale to the Successful Bidder, (ii) a copy of this Successful Bidder's asset purchase agreement, with any amendments necessary to reflect the results of the Auction, and (iii) any additional information or documentation relevant to the Successful Bidder. The Debtors shall file the Notice of Successful

Bidder on the docket for the Bankruptcy Cases as promptly as is reasonably practicable prior to the Sale Hearing, but will not be required to serve the same on any parties-in-interest in the Bankruptcy Cases.

O. If an order is entered by the Bankruptcy Court at the Sale Hearing approving the Successful Bid and the Successful Bidder shall fail to close the Sale because of a breach on the part of the Successful Bidder (after giving effect to any applicable cure periods or waivers), the Back-Up Bidder shall close the Sale with the Debtors within the time period set forth in Section 4(n) above. In such an event, the Back-Up Bidder shall be deemed to be the Successful Bidder and the Back-Up Bid shall be deemed to be the Successful Bid.

P. The Debtors reserve the right, in their business judgment, to make one or more adjournments to the Auction to, among other things: (i) facilitate discussions between the Debtors, on the one hand, and one or more Qualified Bidders, on the other hand, (ii) allow the Debtors and/or Qualified Bidders to consider how they wish to proceed, and (iii) give Qualified Bidders the opportunity to provide the Debtors with such additional documentation or information as the Debtors in their business judgment (in consultation with the Consultation Parties) may require to determine such Qualified Bidder's ability to continue to bid at the Auction and close the Sale.

Q. The Debtors shall not consider any Bids or Subsequent Overbids submitted after the conclusion of the Auction, and any such Bids or Subsequent Overbids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

7. BACKUP BIDDER.

a. The Qualified Bidder submitting the Backup Bid in accordance with Section 6(K) shall be required to serve as the Backup Bidder, and each Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated by the Debtors.

b. The identity of the Backup Bidder and the amount and material terms of the Backup Bid shall be announced by the Debtors at the conclusion of the Auction at the same time the Debtors announce the identity of the Successful Bidder(s). The Backup Bidder shall be required to keep its Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable for the period set forth in Section 4(n).

c. If a Successful Bidder(s) fails to consummate the approved transactions contemplated by its Successful Bid, the Backup Bidder shall be deemed the Successful Bidder for all purposes. The Debtors and Back-Up Bidder shall promptly consummate all transactions contemplated by the Backup Bid without further order of the Bankruptcy Court or notice to any party. The Backup Bidder's Deposit shall be applied at closing to the satisfaction of the purchase price set forth in the Back-Up Bid and the defaulting Successful Bidder's

Deposit shall be forfeited to the Debtors. The Debtors reserve the right to seek all available remedies against the defaulting Successful Bidder.

8. MODIFICATIONS; RESERVATION OF RIGHTS.

The Bidding Procedures may be modified by the Debtors, in prior consultation with the Consultation Parties, in any manner that is not inconsistent with or otherwise in contravention of the other terms of these Bidding Procedures or the Bidding Procedures Order, including, without limitation, to (a) impose additional terms and conditions with respect to any or all bidders, (b) extend the deadlines set forth herein or the date for the Auction and/or Sale Hearing (which may occur in open court), (c) amend the Bidding Procedures or Auction procedures, including to allow Qualified Bidders to bid on less than all Assets, as the Debtors may determine to be in the best interests of the their estates, or (d) offer for sale prior to or at or the Auction any assets of the Debtors that were not included in the Stalking Horse Bid; *provided that* all such modifications are disclosed to all Potential Bidders (if applicable) or to all Qualified Bidders (if applicable) prior to or on the record during the Auction. In addition, nothing in these Bidding Procedures shall require a Debtor or the board of directors, board of managers, or similar governing body of any Debtor to take any action, or to refrain from taking any action, with respect to any sale transaction pursuant to these Bidding Procedures, to the extent they determine, based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law. Notwithstanding the foregoing, nothing herein or in the Bidding Procedures Order shall (i) act as, or be deemed to be, a waiver of any defaults or events of default under the Stalking Horse Purchase Agreement or the Crestline DIP Credit Documents that may result therefrom, or (ii) amend, modify, waive or impair, or be deemed to amend, modify, waive or impair, any provisions of the Stalking Horse Purchase Agreement, the Bidding Procedures Order, the Crestline DIP Credit Documents, or any orders of the Bankruptcy Court entered in connection with the debtor in possession financing facility provided under the Crestline DIP Credit Documents, or any rights or remedies of the Stalking Horse Bidder, or Crestline Agent, all of which are hereby preserved. The Bankruptcy Court has exclusive jurisdiction with respect to any dispute that may arise with respect to these Bid Procedures.

9. SALE HEARING.

A hearing to consider approval of each Sale to the Successful Bidder (the "Sale Hearing") is scheduled for June [23], 2026, at [●] (prevailing Central Time).

The Sale Hearing, in prior consultation with the Successful Bidder, Crestline Agent, and the Committee, may be continued to a later date by the Debtors by sending notice prior to, or making an announcement at, the Sale Hearing.

At the Sale Hearing, the Debtors shall present the Successful Bid and Back-Up Bid to the Bankruptcy Court for approval.

The Stalking Horse Bidder shall have standing to appear and be heard on all issues related to the Auction, the Sale, and related matters, including the right to object to the sale of the Assets

or any portion thereof (including the conduct of the Auction and interpretation of these Bidding Procedures).

10. RETURN OF DEPOSIT.

If any Potential Bidder is determined by the Debtors, in consultation with the Consultation Parties, not to be a Qualified Bidder, the Debtors will refund such Potential Bidder's Deposit within three (3) Business Days after the Bid Deadline.

The Deposits for each Qualified Bidder shall be held, in the discretion of the Debtors, either in a non-interest-bearing escrow account to be identified and established by the Debtors or held in trust by the Debtors on a non-interest bearing basis in a designated debtor in possession bank account to be identified by the Debtors and shall be returned, other than with respect to the Successful Bidder and Backup Bidder, within three (3) Business Days after the Auction.

The Deposit of the Successful Bidder shall be applied to the satisfaction of the Purchase Price, as may have been improved at the Auction, at closing. However, if the Successful Bidder fails to consummate the Sale because of a breach by the Successful Bidder, the Debtors will not have any obligation to return the Deposit deposited by the Successful Bidder, which shall be forfeited to the Debtors.

The Backup Bidder's Deposit shall be held in escrow until the closing of the transaction with the Successful Bidder and shall thereafter be returned within five (5) business days. However, if the Back-Up Bidder shall become the Successful Bidder in accordance with the provisions of these Bidding Procedures and Bidding Procedures Order, the Deposit of the Back-Up Bidder shall be applied to the satisfaction of the Purchase Price, as may have been improved at the Auction, at closing.

[*Remainder of page left blank*]

Exhibit 4

Initial Contract Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	Chapter 11
WISER SOLUTIONS, INC., *et al.*,[1]	)	
Debtors.	)	Case No. 26-80002-swe11
	)	
	)	Joint Administration Requested
	)	

NOTICE TO PARTIES TO POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU ARE A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET FORTH ON **EXHIBIT A** HERETO.

PLEASE TAKE NOTICE that on [●], 2026, the United States Bankruptcy Court for the Northern District of Texas (Dallas Division) (the "Court") entered the *Order (I)(A) Approving Bidding Procedures, (B) Approving the Stalking Horse Bid and Expense Reimbursement, (C) Scheduling Certain Dates and Deadlines, (D) Approving the Form and Manner of Notice Thereof, and (E) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, and (II)(A) Authorizing the Sale of Assets Free and Clear of All Encumbrances, and (B) Approving the Assumption and Assignment of the Assumed Contracts and Leases, and (III) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Order")[2] authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to conduct a marketing and sale process and hold an auction (the "Auction") regarding the sale of all or substantially all of the Debtors' assets. The Auction will be governed by the bidding procedures attached to the Bidding Procedures Order as Exhibit [●] (the "Bidding Procedures").

[1] The last four digits of Wiser Solutions, Inc.'s federal tax identification number are 5664. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/wiser. The location of Debtor Wiser Solutions, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1875 Mission Street, Suite 103, San Francisco, CA 94103.

[2] Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures, the Bidding Procedures Order, and the terms of any Successful Bid, the Debtors **may** assume and assign to the Successful Bidder the executory contracts and unexpired leases (collectively, "Contracts") listed on **Exhibit A** hereto to which you are a counterparty, upon approval of the Sale. The Debtors have conducted a review of their books and records and have determined that the amounts necessary to cure any unpaid monetary obligations under such Contracts ("Cure Amounts") is as set forth on **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Amount related to any Contract to which you are a party, object to a proposed assignment to the Successful Bidder of any Contract to which you are a party, or dispute the ability of the Stalking Horse Bidder to provide adequate assurance of future performance with respect to any Contract to which you are a party, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, the Local Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to any proposed Cure Amount; (iv) state the Cure Amount alleged to be owed to the objecting Contract counterparty, and include any applicable and appropriate documentation in support thereof; and (v) be filed with the Court and served and **actually received no later than June 9, 2026, at 12:00 p.m.** (the "Cure Objection Deadline") by the Court and the following parties: (i) the Debtors: [●]; (ii) counsel to the Debtors: [●]; (iii) Crestline Agent: [●]; (iv) counsel to the Stalking Horse Bidder: Jones Day, (a) 600 Brickell Avenue, Suite 3300 Miami, Florida 33131, Attention: Gary L. Kaplan (gkaplan@jonesday.com) and (b) 901 Lakeside Avenue, Cleveland, OH 44114, Attention: William R. Stewart, Jr. (wrstewartjr@jonesday.com); (v) the United States Trustee: [●]; (vi) the Stalking Horse Bidder [●]; and (vii) counsel to the Official Committee of Unsecured Creditors: [●]; *provided* that the Debtors may modify the Cure Objection Deadline by filing a notice of such modification on the Court's docket.

PLEASE TAKE FURTHER NOTICE that if you dispute the ability of the Successful Bidder (other than the Stalking Horse Bidder) to provide adequate assurance of future performance with respect to any Contract to which you are a party or object to the identity of the Successful Bidder (other than the Stalking Horse Bidder), your objection must abide by the applicable procedures in the immediately preceding paragraph and be filed with the Court and served and **actually received no later than June 22, 2026, at 12:00 p.m. (prevailing Central Time)** (the "Post-Auction Objection Deadline").

PLEASE TAKE FURTHER NOTICE that if no objection to (a) the Cure Amounts, (b) the adequate assurance of future performance of a Successful Bidder (including the Stalking Horse Bidder) with respect to any Contract, or (c) the proposed assignment and assumption of any Contract, is filed and served as set forth herein, then (i) you will be deemed to have stipulated that the adequate assurance of future performance of the Successful Bidder (including the Stalking Horse Bidder) is sufficient and that the Cure Amounts with respect to any Contracts to which you are a party, as determined by the Debtors, are correct, and (ii) you will be forever barred, estopped, and enjoined from asserting that any additional Cure Amounts are due under any Contracts to which you are a party or disputing the adequate assurance of future performance under any Contracts to which you are a party.

PLEASE TAKE FURTHER NOTICE that any objection to the proposed assumption and assignment of a Contract or related Cure Amount in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing, shall be heard at the Sale Hearing or a later date as may be fixed by the Court.

PLEASE THAT FURTHER NOTICE that, notwithstanding anything herein, the mere inclusion of any Contract on the Contract Assumption Notice does not require or guarantee that such Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Successful Bidder with respect to such Executory Contracts and/or Unexpired Leases are reserved.

PLEASE TAKE FURTHER NOTICE that, nothing herein (i) alters in any way the prepetition nature of any Contract or the validity, priority, or amount of any claims a counterparty to any Contract may have against the Debtors arising under any such Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims a counterparty to any Contract may have against the Debtors arising under any such Contract.

Dated: [●], 2026

[Signature Blocks for Counsel to the Debtors]

Exhibit A

Executory Contracts and Unexpired Leases
Subject to Potential Assumption and Assignment

[TO COME]

EXHIBIT B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	)	
	)	Chapter 11
WISER SOLUTIONS, INC., *et al.*,[1]	)	
	)	Case No. 26-80002-swe11
Debtors.	)	
	)	(Joint Administration Requested)
	)	

ORDER AUTHORIZING AND APPROVING
(I) THE STALKING HORSE PURCHASE AGREEMENT, (II) THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND OTHER ENCUMBRANCES, (III) THE DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN DESIGNATED CONTRACTS IN CONNECTION WITH THE SALE PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), pursuant to Bankruptcy Code sections 105(a), 363 and 365 of title

[1] The last four digits of Wiser Solutions, Inc.'s federal tax identification number are 5664. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/wiser. The location of Debtor Wiser Solutions, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1875 Mission Street, Suite 103, San Francisco, CA 94103.

[2] Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Motion or Bidding Procedures, as applicable.

11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rules 2002-1, 6004-1 and 9006-1 of the Local Bankruptcy Rules of the United States Bankruptcy Code for the Northern District of Texas (the "Local Rules"), seeking entry of an order (the "Order") authorizing and approving: (i) the Debtors' entry into that certain *Asset Purchase Agreement* (as may be amended or otherwise modified from time to time and including all related documents, exhibits, schedules and agreements thereto, collectively, the "Stalking Horse Purchase Agreement"), attached hereto as Exhibit 1, between and among the Debtors, as Sellers, and CL Mateo-A LLC (the "Buyer") (the "Sale" and such transaction, "Sale Transaction"), (ii) the sale of substantially all of the Debtors' assets, free and clear of liens, claims, interests and other encumbrances, (iii) the Debtors' assumption and assignment of certain designated contracts in connection with the Sale pursuant to section 365 of the Bankruptcy Code and (iv) granting certain related relief; and the Court having entered *Order (I)(A) Approving Bidding Procedures, (B) Approving the Stalking Horse Bid and Expense Reimbursement, (C) Scheduling Certain Dates and Deadlines, (D) Approving the Form and Manner of Notice Thereof, and (E) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, and (II)(A) Authorizing the Sale of Assets Free and Clear of All Encumbrances, and (B) Approving the Assumption and Assignment of the Assumed Contracts and Leases, and (III) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Order") on [●], 2026, which, among other things (i) authorized the Debtors to enter into the Stalking Horse Purchase Agreement, pursuant to which the Buyer agreed to serve as the "stalking horse bidder" with respect to the acquisition of the Acquired Assets (as defined in the Stalking Horse Purchase Agreement), free and clear of any claims, interests and encumbrances, with such Sale to be in accordance with the terms and

conditions of the Bidding Procedures Order and the Stalking Horse Purchase Agreement; (ii) established procedures for the Debtors to solicit and consider higher or otherwise better offers for the Acquired Assets; (iii) set a date for and established certain bidding procedures (the "Bidding Procedures") governing an auction (the "Auction") if other Qualified Bids were received; (iv) approved the form and manner of notice of the (a) Auction and Bidding Procedures; (b) Sale Notice (as defined below); (c) Initial Contract Assumption Notice and Supplemental Contact Assumption Notice (as defined below); and (v) approved procedures relating to the assumption and assignment of the Assigned Contracts (as defined in the Stalking Horse Purchase Agreement); and the Sale Hearing having been held on [●], 2026; and the Court having reviewed and considered the relief sought in the Motion, the Stalking Horse Purchase Agreement, all objections to the Motion, and the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing; and all parties in interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in this Order; and due and sufficient notice of the Sale Hearing and the relief sought therein having been given under the particular circumstances of these chapter 11 cases and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and the *Declaration of* [●] [Docket No[●]] and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AND DETERMINES THAT:

A. This Court has jurisdiction to consider the Motion and the relief requested therein

pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding and the Motion in this District and this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested in the Motion are sections 105, 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014, and Local Rules 2002-1 and 6004-1.

C. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, waives any stay and expressly directs entry of judgment as set forth herein.

D. Since the Petition Date, the Debtors have continued to operate and manage their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

E. [No official committees have been appointed or designated in these Chapter 11 Cases.]

F. The Auction Notice was filed in accordance with the Bidding Procedures Order and the Debtors gave due and proper notice of the Sale as provided in the affidavits of service filed with this Court. [Dkt Nos. [●]]. The Auction Notice and service of the Bidding Procedures Order constituted good, sufficient, and appropriate notice of the Sale under the particular circumstances, and no further notice need be given with respect to the proposed Sale. As provided by the Auction Notice, a reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities. Other parties interested in bidding on the Debtors'

Assets, including the Acquired Assets, were provided, pursuant to the Bidding Procedures Order, sufficient information to make an informed judgment on whether to bid.

G. The Debtors filed notices of possible assumption and assignment with respect to executory contracts and unexpired leases of the Debtors, [Dkt. No. [●]] (the "Initial Contract Assumption Notice"), [Dkt. No. [●]] (the "Supplemental Assumption Notice", and together with the Initial Contract Assumption Notice, the "Assumption Notice") and gave due and proper notice of the potential assumption and assignment of each executory contract or unexpired lease available to be assumed by the Debtors and assigned to the Buyer to each non-Debtor party under each such executory contract or unexpired lease as reflected in the affidavits of service filed with this Court. [Dkt. Nos. [●]]. The Assumption Notice constituted good, sufficient, and appropriate notice under the particular circumstances, and the counterparties to the Assigned Contracts are hereby deemed to consent to the relief granted herein unless otherwise provided in this Order.

H. As evidenced by the affidavits of service and publication filed with this Court, and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate and sufficient notice of the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the assumption and assignment of the Assigned Contracts, the Stalking Horse Purchase Agreement, this Order and the Sale Transaction has been provided in accordance with Bankruptcy Code sections 102(1) and 363, Bankruptcy Rules 2002, 9007, 9008 and 9014, and Local Rules 2002-1 and 6004-1. The Debtors have complied with all obligations to provide notice of the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the assumption and assignment of the Assigned Contracts, the Stalking Horse Purchase Agreement, this Order and the Sale Transaction as required by the Bidding Procedures Order. The aforementioned notices are good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding

Procedures Order, the Bid Deadline, the Auction, the Sale Hearing, the assumption and assignment of the Assigned Contracts, the Cure Objection Deadline (as defined in the Bidding Procedures Order), the Sale Objection Deadline (as defined in the Bidding Procedures Order), the Stalking Horse Purchase Agreement, this Order or the Sale Transaction is or shall be required.

I. A reasonable opportunity to object or be heard regarding the relief requested in the Motion and provided in this Order was afforded to all parties in interest.

J. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel at the Sale Hearing, the Debtors have complied in all material respects with the Bidding Procedures Order. The Debtors and their professionals have adequately and appropriately marketed the Acquired Assets in compliance with the Bidding Procedures and the Bidding Procedures Order, and in accordance with the Debtors' fiduciary duties. Based upon the record of these proceedings, creditors, other parties in interest and prospective purchasers were afforded a reasonable and fair opportunity to bid for the Debtors' Assets, including the Acquired Assets.

K. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair and reasonable opportunity for any person to make a higher or otherwise better offer to purchase the Debtors' Assets, including the Acquired Assets. The Debtors conducted the sale process without collusion and in accordance with the Bidding Procedures. No other entity or group of entities has presented a higher or otherwise better offer to the Debtors to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Buyer. Pursuant to the Bidding Procedures, the Stalking Horse Purchase Agreement, the DIP Credit Agreement, the DIP Orders, and section 363(k) of the Bankruptcy Code, the Prepetition Lenders and DIP Lenders credit bid a portion of the Prepetition Obligations

and DIP Obligations (the "Credit Bid"), which Credit Bid was a valid and proper bid pursuant to the Bidding Procedures Order.

L. The Buyer is the Successful Bidder (as defined in the Bidding Procedures), and the Stalking Horse Bid (as defined in the Bidding Procedures) is the Successful Bid, for the Acquired Assets in accordance with the Bidding Procedures Order. The Buyer has complied in all respects with the Bidding Procedures Order and all other applicable orders of this Court in negotiating and entering into the Stalking Horse Purchase Agreement, and the Sale Transaction and the Stalking Horse Purchase Agreement likewise comply with the Bidding Procedures Order and all other applicable orders of this Court.

M. The Stalking Horse Purchase Agreement, including the form and total consideration to be realized by the Debtors under the Stalking Horse Purchase Agreement, (i) constitutes the highest and best offer received by the Debtors for the Acquired Assets; (ii) is fair and reasonable; and (iii) is in the best interests of the Debtors, their estates, their creditors and all other parties in interest.

N. The Debtors' determination that the consideration provided by the Buyer under the Stalking Horse Purchase Agreement, including the Credit Bid, constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

O. Good and sufficient reasons for approval of the Stalking Horse Purchase Agreement and the transactions to be consummated in connection therewith have been articulated, and the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications and (ii) compelling circumstances for the Sale Transaction

other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, outside of a plan of reorganization, in that, among other things, the immediate consummation of the Sale Transaction to the Buyer is necessary and appropriate to maximize the value of the Debtors' estates.

P. The Sale Transaction must be approved and consummated promptly in order to preserve the viability of the Debtors' businesses as a going concern and to maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale Transaction. Given all of the circumstances of these Chapter 11 Cases, the evidence submitted to the Court, and the adequacy and fair value of the Purchase Price, the proposed Sale Transaction constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

Q. The consummation of the Sale Transaction and the assumption and assignment of the Assigned Contracts are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the transaction. The Sale Transaction neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan of the Debtors. The Sale Transaction does not constitute a sub rosa plan.

R. Subject to entry of this Order and as evidenced by the representations and warranties set forth in the Stalking Horse Purchase Agreement, the Debtors (i) have full corporate power and authority to execute and deliver the Stalking Horse Purchase Agreement and all other documents contemplated thereby, (ii) have all of the necessary corporate power and authority to consummate the transactions contemplated by the Stalking Horse Purchase Agreement, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned

Contracts, (iii) have taken all corporate action necessary to authorize and approve the Stalking Horse Purchase Agreement and the consummation by the Debtors of the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts, and (iv) subject to entry of this Order, need no consents or approvals, including any consents or approvals from any non-Debtor entities, other than those expressly set forth in the Stalking Horse Purchase Agreement or this Order, to consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts.

S. The record and declarations in support of the Sale and the Sale Transaction establish that the Stalking Horse Purchase Agreement was not entered into, and none of the Debtors, including the Sellers, or the Buyer has entered into the Stalking Horse Purchase Agreement or proposes to consummate the Sale Transaction, for the purpose of hindering, delaying or defrauding the Debtors' creditors, 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 or any other applicable jurisdiction with laws substantially similar to the foregoing.

T. As demonstrated by the record and declarations in support of the Sale and the Sale Transaction, the sales process engaged in by the Debtors and the Buyer, including, without limitation, the Auction, which was conducted in accordance with the Bidding Procedures and the Bidding Procedures Order, and the negotiation of the Stalking Horse Purchase Agreement, was non-collusive, in good faith, and substantively and procedurally fair to all parties in interest. None of the Debtors or the Buyer has engaged in any conduct that would cause or permit the Stalking Horse Purchase Agreement or the Sale Transaction to be avoided, or costs or damages to be

imposed, under Bankruptcy Code section 363(n).

U. The Debtors and the Buyer have complied, in good faith, in all respects with the Bidding Procedures Order and the Bidding Procedures. The Debtors (including the Sellers), and their respective agents, advisors and representatives, and the Buyer and its agents, advisors and representatives, each actively participated in the bidding process and in the Auction, and each acted in good faith and without collusion or fraud of any kind. The Buyer subjected its bid to competitive bidding in accordance with the Bidding Procedures and was designated the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures and the Bidding Procedures Order.

V. The Buyer is a good faith purchaser within the meaning of Bankruptcy Code section 363(m), and is therefore entitled to the full protection of that provision in respect of the Sale Transaction, each term of the Stalking Horse Purchase Agreement (and any ancillary documents executed in connection therewith) and each term of this Order, and otherwise has proceeded in good faith in all respects in connection with this proceeding, the Sale, and the Sale Transaction. None of the Debtors (including the Sellers) or the Buyer has engaged in any conduct that would prevent the application of Bankruptcy Code section 363(m). The Debtors were free to deal with any other party interested in buying or selling some or all of their Assets, including the Acquired Assets, on behalf of the Debtors' estates. The protections afforded by Bankruptcy Code section 363(m) are integral to the Sale Transaction and the Buyer would not consummate the Sale Transaction without such protections.

W. Neither the Buyer nor its affiliates are "insiders" of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code.

X. The form and total consideration to be realized by the Debtors under the Stalking Horse Purchase Agreement constitutes fair value, fair, full and adequate consideration, reasonably

equivalent value and reasonable market value for the Acquired Assets.

Y. The transfer of the Acquired Assets to the Buyer will be a legal, valid, and effective transfer of the Acquired Assets and will vest the Buyer with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all claims, liens (including, without limitation, any statutory lien on real and personal property and any and all "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof), liabilities, interests (as that term is used in section 363(f) of the Bankruptcy Code), rights and encumbrances, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law or doctrine of successor or transferee liability or theories of liability related to acting in concert or active participation with the Debtors or related theories (all of the foregoing, including, without limitation, Liens and Liabilities, but excluding Assumed Liabilities (as defined in the Stalking Horse Purchase Agreement), collectively being referred to in this Order as "Claims" and, as used in this Order, the term "Claims" includes, without limitation, any and all "claims" as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof); provided, however, that such transfer shall not be free and clear of any Permitted Liens and Assumed Liabilities (as defined in the Stalking Horse Purchase Agreement).

Z. The Debtors may transfer the Acquired Assets free and clear of all Claims, Interests and Encumbrances, other than any Permitted Liens and Assumed Liabilities, including, without

limitation, rights or claims based on any successor or transferee liability or theories of liability related to actions in concert or active participation with the Debtors, because, in each case, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)-(5) has been satisfied.

AA. Those (a) holders of Claims or Interests and (b) non-Debtor parties to the Assigned Contracts, who did not object or who withdrew their objections to the Motion, are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2). Those (i) holders of Claims or Interests and (ii) non-Debtor parties to the Assigned Contracts who did object, fall within one or more of the other subsections of Bankruptcy Code section 363(f) or are adequately protected.

BB. The Debtors have, to the extent necessary, satisfied the requirements of section 363(b)(1) of the Bankruptcy Code.

CC. The Buyer would not have entered into the Stalking Horse Purchase Agreement and would not consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts, (i) if the transfer of the Acquired Assets were not free and clear of all Claims, Interests, and Encumbrances (other than any Permitted Liens and Assumed Liabilities) pursuant to Bankruptcy Code section 363(f), or (ii) if the Buyer would, or in the future could, be liable for any such Claims, Interests, and Encumbrances (other than any Permitted Liens and Assumed Liabilities). The Buyer will not consummate the transactions contemplated by the Stalking Horse Purchase Agreement, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts, unless this Court expressly orders that none of the Buyer, its affiliates, its present or contemplated members or shareholders, or the Acquired Assets will have any liability whatsoever (other than any Permitted Liens and Assumed Liabilities) with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly,

any Claims, Interests, and Encumbrances, including in respect of any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

DD. Not transferring the Acquired Assets free and clear of all Claims, Interests, and Encumbrances would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Acquired Assets other than pursuant to a transfer that is free and clear of all Claims, Interests, and Encumbrances would be of substantially less benefit to the Debtors' estates.

EE. Solely by reason of entering into the Stalking Horse Purchase Agreement and closing on the sale of the Acquired Assets, neither the Buyer nor any of its affiliates are a continuation of the Debtors or their estates, there is no continuity or common identity between the Buyer, any of its affiliates and any of the Debtors, and there is no continuity of enterprise between the Buyer, any of its affiliates and any of the Debtors. Solely by reason of entering into the Stalking Horse Purchase Agreement and closing on the sale of the Acquired Assets, neither the Buyer nor any of its affiliates are holding themselves out to the public as a continuation of any of the Debtors. Neither the Buyer nor any of its affiliates are a successor to any of the Debtors or their estates and none of the transactions contemplated by the Stalking Horse Purchase Agreement, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts amounts to a consolidation, merger, or de facto merger of the Buyer or any of its affiliates with or into any of the Debtors.

FF. Without limiting the generality of the foregoing, and other than as may be set forth in the Stalking Horse Purchase Agreement, none of the Buyer, its affiliates, its and their respective present or contemplated members or shareholders, or the Acquired Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or

by payment, setoff, or otherwise, directly or indirectly, any Claims relating to any U.S. federal, state or local income tax liabilities, that the Debtors may incur in connection with consummation of the transactions contemplated by the Stalking Horse Purchase Agreement, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts, or that the Debtors have otherwise incurred prior to the consummation of the transactions contemplated by the Stalking Horse Purchase Agreement.

GG. The consummation of the transactions contemplated by the Stalking Horse Purchase Agreement, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts 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), 363(m), 365(b) and 365(f), and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Stalking Horse Purchase Agreement.

HH. The transfer of the Debtors' rights, title, and interests to the Acquired Assets will be, as of the Closing Date (as defined in the Stalking Horse Purchase Agreement), a legal, valid and effective transfer of such rights, title, and interests in the Acquired Assets, which transfer vests or will vest the Buyer with all rights, title, and interests of the Debtors to the Acquired Assets free and clear of all liens, claims, interests, and encumbrances.

II. The Stalking Horse Purchase Agreement has been duly and validly executed and delivered by the Debtors, including the Sellers, and, subject to the terms of the Stalking Horse Purchase Agreement, shall constitute a valid and binding obligation of the Debtors, including the Sellers, enforceable against the Debtors in accordance with its terms. The Stalking Horse Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable

against and binding upon (without posting any bond) the Debtors and any chapter 7 or chapter 11 trustee appointed in these Chapter 11 Cases or any subsequent chapter 7 or chapter 11 case of any of the Debtors, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

JJ. The assumption and assignment of the Assigned Contracts pursuant to the Assumption Notice, the terms of this Order and the Stalking Horse Purchase Agreement is integral to the transactions contemplated by the Stalking Horse Purchase Agreement and is in the best interests of the Debtors, their estates and creditors, and all other parties in interest, and represents a reasonable exercise of the Debtors' sound and prudent business judgment.

KK. Pursuant to the terms of the Stalking Horse Purchase Agreement and this Order, on or before the Closing Date (as defined in the Stalking Horse Purchase Agreement), the Debtors or the Buyer, as applicable, shall have, except as otherwise provided in the Stalking Horse Purchase Agreement or this Order or as otherwise expressly agreed to between the Debtors or the Buyer (as applicable) and such counterparty: (i) cured, or provided adequate assurance of cure of, any monetary default existing as of and including the Closing Date under any of the Assigned Contracts, within the meaning of Bankruptcy Code section 365(b)(1)(A), (ii) provided compensation, or adequate assurance of compensation, to any party for actual pecuniary loss to such party resulting from a monetary default existing as of and including the Closing Date under any of the Assigned Contracts, within the meaning of Bankruptcy Code section 365(b)(1)(B), and (iii) provided adequate assurance of future performance under the Assigned Contracts within the meaning of Bankruptcy Code sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B).

LL. Pursuant to the interim and final orders authorizing and approving the Debtors'

debtor-in-possession financing and use of Cash Collateral (together, the "DIP Orders"), the Acquired Assets constitute Cash Collateral, Prepetition Collateral and DIP Collateral and are subject to the Adequate Protection Liens (as defined in the DIP Orders), Prepetition Liens and DIP Liens. Crestline Direct Finance, L.P., as agent for itself and certain other lenders under the Crestline Prepetition Credit Documents and Crestline DIP Credit Documents ("Crestline Agent") has consented to the sale of the Acquired Assets to the Buyer pursuant to the Stalking Horse Purchase Agreement free and clear of any Claims, Interests, or Encumbrances.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Stalking Horse Purchase Agreement attached hereto as **Exhibit 1** and the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts is authorized and approved.

2. Any objections and responses to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or resolved, and all reservation of rights included in such objections and responses, are overruled on the merits and denied with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief granted herein, including for purposes of sections 363(f)(2), 365(c)(1), and 365(e)(2) of the Bankruptcy Code.

Approval of the Sale and Stalking Horse Purchase Agreement

3. The Stalking Horse Purchase Agreement, all ancillary documents, the transactions contemplated thereby, including, without limitation, the Sale Transaction, and the assumption and

assignment of the Assigned Contracts (but subject to the Buyer's rights with respect thereto pursuant to the Stalking Horse Purchase Agreement) and all the terms and conditions thereof, including the Credit Bid, are approved. The failure specifically to include any particular provision of the Stalking Horse Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Stalking Horse Purchase Agreement be authorized and approved in its entirety.

4. The Debtors and their respective officers, employees and agents are authorized and directed to take any and all actions necessary, appropriate or reasonably requested by the Buyer to perform, consummate, implement and close the Sale Transaction, including, without limitation, (a) the sale to the Buyer of all Acquired Assets, in accordance with the terms and conditions set forth in the Stalking Horse Purchase Agreement and this Order; and (b) execution, acknowledgment and delivery of such deeds, bills of sale, assignments, conveyances and other assurance, documents and instruments of transfer and any action for purposes of assigning, transferring, granting, conveying and confirming to the Buyer, or reducing to possession, the Acquired Assets, all without further order of this Court.

5. All persons and entities, including, without limitation, the Debtors, the Debtors' estates, all debt security holders, equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trustees, trade creditors, and any other creditors (or agent of any of the foregoing) who may or do hold Claims (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated) against the Debtors or the Acquired Assets owned by the Debtors, arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets owned by the Debtors, the operation or ownership of the Acquired Assets by the

Debtors prior to the Closing Date, or the Sale Transaction, are hereby prohibited, forever barred, and estopped from asserting or pursuing such Claims against Buyer, its affiliates, successors, assigns, its property or the Acquired Assets, including, without limitation, taking any of the following actions with respect to any Claims: (a) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against Buyer, its affiliates, successors, assigns, assets (including the Acquired Assets), and/or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against Buyer, its affiliates, successors, assigns, assets (including the Acquired Assets), and/or properties; (c) creating, perfecting, or enforcing any Claim against Buyer, its affiliates, any of their respective successors, assigns, assets (including the Acquired Assets), and/or properties; (d) asserting a Claim as a setoff or right of subrogation of any kind against any obligation due to Buyer, its affiliates or any of their respective successors or assigns; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order, the Stalking Horse Purchase Agreement, or the agreements or actions contemplated or taken in respect thereof, including the Debtors' ability to transfer the Acquired Assets to the Buyer in accordance with the terms of this Order and the Stalking Horse Purchase Agreement. No such Person shall assert or pursue against Buyer or its affiliates, successors or assigns any such Claim.

6. The Sale of the Acquired Assets to the Buyer under the Stalking Horse Purchase Agreement constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of all applicable jurisdictions, including, without limitation, the laws of each jurisdiction in which the Acquired Assets are located, and the sale of the Acquired Assets to the Buyer may not be avoided under any statutory or common law fraudulent conveyance and

fraudulent transfer theories 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.

7. The Buyer obtained and exercised the right to Credit Bid in accordance and compliance with the terms of the Bid Procedures Order, the Stalking Horse Purchase Agreement, the Prepetition Credit Documents, the DIP Credit Documents, and the DIP Orders. All actions taken by the Buyer arising from or relating to its exercise of the right to Credit Bid the Prepetition Obligations and the DIP Obligations pursuant to section 363(k) of the Bankruptcy Code were proper and there is no cause to reduce or invalidate the Credit Bid.

Approval of Back-Up Bidder

8. Notwithstanding any of the foregoing, in the event that the Sale to the Successful Bidder is terminated or fails to close by the outside date identified in the Successful Bid (or such date as may be extended by the Debtors in consultation with the Consultation Parties and consistent with the DIP Orders), the applicable Back-Up Bid will be deemed to be the Successful Bid, the Back-Up Bidder will be deemed to be the Successful Bidder, and the Debtors shall be authorized to close the Sale of the applicable Acquired Assets to such Back-Up Bidder on the terms of its Back-Up Bid without the need for further order of the Court and without the need for further notice to any interested parties. For the avoidance of doubt, the terms of this Order applicable to the Buyer, as the Successful Bidder, and the Buyer's Bid, as the Successful Bid, shall apply to the Back-Up Bidder and the Back-Up Bid.

Transfer of the Acquired Assets Free and Clear

9. Pursuant to Bankruptcy Code sections 105(a) and 363(f), the Acquired Assets shall be sold free and clear of all Claims, Interests, and Encumbrances (other than any Permitted Liens

and Assumed Liabilities), with all such Claims to attach to the proceeds of the Sale Transaction, if any, to be received by the Debtors with the same validity, force, priority and effect which they now have against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

10. At Closing, all of the Debtors' right, title and interest in and to, and possession of, the Acquired Assets shall be immediately vested in the Buyer pursuant to Bankruptcy Code sections 105(a), 363(b), and 363(f) free and clear of any and all Claims, Interests, and Encumbrances (other than any Permitted Liens and Assumed Liabilities). Such transfer shall constitute a legal, valid, binding and effective transfer of, and shall vest the Buyer with good and marketable title to, the Acquired Assets. All persons or entities, presently or on or after the Closing Date, in possession of some or all of the Acquired Assets are directed to surrender possession of the Acquired Assets to the Buyer or its designees on the Closing Date or at such time thereafter as the Buyer may request.

11. To the fullest extent permissible under applicable law, this Order 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; and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the Stalking Horse Purchase Agreement.

12. Except as otherwise expressly provided in the Stalking Horse Purchase Agreement or this Order, all persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, affiliates, foreign, federal, state and local governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Claims against the Debtors or the Acquired Assets arising under or out of, in connection with, or in any way relating to, the Debtors, their estates, the Debtors' predecessors, the Acquired Assets, the ownership, sale or operation of the Acquired Assets prior to the Closing Date or the transfer of the Acquired Assets to the Buyer, are hereby forever barred and estopped from asserting or prosecuting any cause of action or any process or other act or seeking to collect, offset, or recover on account of any Claims against the Buyer, its successors or assigns, their property or the Acquired Assets, other than Permitted Liens and Assumed Liabilities. Following the Closing Date, no holder of any Claim, Interest or Encumbrance (other than Permitted Liens and Assumed Liabilities) shall interfere with the Buyer's title to or use and enjoyment of the Acquired Assets based on or related to any such Claim, Interest or Encumbrance, or based on any action or omission of the Debtors, including any action or omission the Debtors may take in the Chapter 11 Cases.

13. The Debtors are authorized to execute such documents as may be necessary to release any Claims, Interests, or Encumbrances (other than Permitted Liens and Assumed Liabilities) of any kind against the Acquired Assets as such Claims, Interests, or Encumbrances (other than Permitted Liens and Assumed Liabilities) may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, lis pendens or other documents or agreements evidencing Claims, Interests, or Encumbrances (other than Permitted Liens and Assumed Liabilities) against or in the Acquired Assets shall not have delivered to the Debtors prior

to the Closing Date of the Sale Transaction, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims, Interests, or Encumbrances (other than Permitted Liens and Assumed Liabilities) that the person or entity has with respect to the Acquired Assets, (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets; (b) the Buyer is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all such Claims, Interests, or Encumbrances (other than Permitted Liens and Assumed Liabilities) against the Buyer and the applicable Acquired Assets; (c) the Debtors' creditors and the holders of any Claims, Interests, or Encumbrances are authorized to execute such documents and take all other actions as may be necessary to terminate, discharge or release their Claims, Interests, or Encumbrances in the Acquired Assets; and (d) the Buyer may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction and releases of all such Claims, Interests, or Encumbrances with respect to the Acquired Assets. Each and every federal, state, or local government agency, department or office, and such agencies, departments and offices are authorized to accept this Order for filing or recording. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Acquired Assets free and clear of Claims, Interests, and Encumbrances shall be self-executing, and none of the Debtors or the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Order.

14. To the maximum extent permitted under applicable law, the Buyer shall be

authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Acquired Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer with respect to the Acquired Assets as of the Closing Date. To the extent the Buyer cannot operate under any such license, permit, registration and governmental authorization or approval in accordance with the previous sentence, such licenses, permits, registrations and governmental authorizations and approvals shall be in effect while the Buyer, with assistance from the Debtors (and at the Buyer's sole cost and expense), works promptly and diligently to apply for and secure all necessary government approvals for new issuance of such licenses, permits, registrations and governmental authorizations and approvals to the Buyer. Nothing in this Order or the Stalking Horse Purchase Agreement precludes or enjoins the enforcement of any valid police or regulatory liability to a governmental unit for acts taken by the Buyer after the Closing Date, to which the Buyer may be subject to as the owner or operator of any property that is an Acquired Asset after the Closing Date; *provided*, *however*, that all rights and defenses of the Buyer, including under applicable nonbankruptcy law, are preserved. Nothing in this Order or the Stalking Horse Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law.

15. No governmental unit (as defined in Bankruptcy Code section 101(27)) or any representative thereof may deny, revoke, suspend or refuse to renew any permit, license or similar

grant relating to the operation of the Acquired Assets on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Sale Transaction to the extent that any such action by a governmental unit or any representative thereof would violate Bankruptcy Code section 525.

No Successor or Transferee Liability

16. Upon the Closing Date, except as provided in the Stalking Horse Purchase Agreement, the entry of this Order and the Stalking Horse Purchase Agreement shall mean that the Buyer (and any of its affiliates, successors, or assigns), as a result of any action taken in connection with the Stalking Horse Purchase Agreement, the consummation of the transactions contemplated by the Stalking Horse Purchase Agreement, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts, or the transfer or operation of the Acquired Assets, shall not, nor be deemed to: (a) be a legal successor or successor employer to the Debtors, or otherwise be deemed a successor to the Debtors, and shall instead be, and be deemed to be, a new employer with respect to all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws; (b) have, de facto, or otherwise, merged or consolidated with or into the Debtors; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors, or otherwise be deemed to be acting in concert or active participation with the Debtors, including, in the case of each of (a)-(c), without limitation, (x) within the meaning of any foreign, federal, state or local revenue law, pension law, the Employee Retirement Income Security Act ("ERISA"), the Internal Revenue Code of 1986 ("IRC"), the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101 et seq.) ("WARN"), 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. or (y) in respect of (i) any environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to the Closing Date (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, (ii) any liabilities, penalties, costs, debts or obligations of or required to be paid by the Debtors for any taxes, including arising under the IRC, 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), (iii) any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or (iv) any consumer protection law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, including, without limitation, any liabilities, penalties, costs, debts or obligations imposed by the Federal Trade Commission and/or Bureau of Consumer Protection, of or required to be paid by the Debtors.

17. Without limiting the generality of the foregoing, and except as otherwise provided in the Stalking Horse Purchase Agreement and this Order, neither the Buyer nor any of its affiliates, successors or assigns shall have any responsibility for (a) any liability or other obligation of the Debtors related to the Acquired Assets or (b) any Claims against the Debtors or any of their predecessors or affiliates. By virtue of the Buyer's purchase of the Acquired Assets, neither the Buyer nor any of its affiliates shall have any liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective 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 any theory based on acting in

concert or active participation with the Debtors, or based upon any theory of antitrust, environmental (including, but not limited to CERCLA), successor or transferee liability, de facto merger or substantial continuity, labor and employment (including, but not limited to, ERISA or WARN), consumer protection law, tax law (including, but not limited to, the IRC), or products liability law, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction or any liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing Date or such later time as Buyer is assigned and assumes any Assigned Contract (collectively, with the potential claims set forth in paragraph 15 above, "Successor or Transferee Liability"). The Buyer would not have acquired the Acquired Assets but for the foregoing protections against Successor or Transferee Liability.

18. None of the Buyer or its affiliates, successors, assigns, equity holders, employees or professionals shall have or incur any liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors or assigns, arising out of the negotiation, investigation, preparation, execution, delivery of the Stalking Horse Purchase Agreement and the entry into and consummation of the Sale of the Acquired Assets, except as expressly provided in the Stalking Horse Purchase Agreement and this Order.

19. Except as set forth in the Stalking Horse Purchase Agreement, nothing shall require the Buyer or any of its affiliates to (a) continue or maintain in effect, or assume any liability in respect of any employee, collective bargaining agreement, benefit plan, pension, fringe benefit or any trust arrangement or other agreements to which the Debtors are a party or have any responsibility therefor including, without limitation, pension benefits payable after retirement or

other termination of employment; or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement or agreement (including but not limited to pension plans and 401(k) plans) or the termination of any such plan, arrangement or agreement.

20. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions that are approved by this Order, including, without limitation, the Stalking Horse Purchase Agreement and the Sale Transaction.

Good Faith Sale

21. The Stalking Horse Purchase Agreement has been negotiated and executed, and the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts, are and have been undertaken, by Debtors, the Buyer and their respective representatives without collusion and in "good faith," as that term is defined in Bankruptcy Code section 363(m). Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction. The Buyer is a good faith purchaser within the meaning of Bankruptcy Code section 363(m) and, as such, is entitled to the full protections of Bankruptcy Code section 363(m).

22. None of the Debtors or the Buyer has engaged in any conduct that would cause or permit the Stalking Horse Purchase Agreement or the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts, to be avoided or costs or damages to be imposed, under Bankruptcy Code section 363(n). The consideration provided by the Buyer for the Acquired Assets under the

Stalking Horse Purchase Agreement is fair and reasonable, and the Sale Transaction may not be avoided under Bankruptcy Code section 363(n).

Assumption and Assignment of the Assigned Contracts

23. Except as otherwise expressly provided in the Stalking Horse Purchase Agreement or this Order, upon the Closing Date, pursuant to Bankruptcy Code sections 105(a), 363, and 365, the Debtors are authorized to (a) assume each of the Assigned Contracts and assign the Assigned Contracts, set forth in the Stalking Horse Purchase Agreement, which may be subsequently modified pursuant to the Stalking Horse Purchase Agreement and upon Buyer's delivery of written notice to the Debtors, to add or remove certain executory contracts or unexpired leases, pursuant to the terms of the Stalking Horse Purchase Agreement, to the Buyer free and clear of all Claims, Interests, and Encumbrances (other than any Permitted Liens and Assumed Liabilities) and (b) execute and deliver to the Buyer such documents or other instruments as may be reasonably requested by Buyer to assign and transfer the Assigned Contracts to the Buyer.

24. The Cure Costs (as defined in the Stalking Horse Purchase Agreement) listed on the Assumption Notice are the sole amounts necessary to be paid upon assumption of the Assigned Contracts under Bankruptcy Code sections 365(b)(1)(A) and (B) and 365(f)(2)(A). All Cure Costs, if any, shall be paid as set forth in the Stalking Horse Purchase Agreement. Upon the payment of the Cure Costs, if any, the Assigned Contracts shall remain in full force and effect, and no default shall exist under the Assigned Contracts nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default. The Cure Costs shall not be subject to further dispute or audit, including, without limitation, any dispute or audit arising from performance prior to the Closing Date, irrespective of whether such Assigned Contract contains an audit clause. After the payment of the Cure Costs, none of the Debtors or the

Buyer shall have any further liabilities to the counterparties to the Assigned Contracts other than the Buyer's obligations under the Assigned Contracts that accrue and become due and payable on or after the Closing Date.

25. In the event of a dispute as of, or after, the Closing Date regarding assumption and assignment or Cure Cost of any executory contract or unexpired lease proposed to be an Assigned Contract, including with respect to any Contract subject to the Extended Contract Period (as defined in the Stalking Horse Purchase Agreement), the assumption and assignment of such executory contract or unexpired lease, and payment of any applicable Cure Cost, shall be made following the entry of an order of the Court resolving any such dispute (or upon the consensual resolution of such dispute as may be agreed by the Buyer and such counterparty and, solely with respect to disputes regarding Cure Costs, the Debtors). Upon an election of the Buyer to designate an executory contract or unexpired lease as an Excluded Contract (as defined in the Stalking Horse Purchase Agreement), the Buyer shall have no liability whatsoever to the counterparty to such executory contract or unexpired lease or the Debtors; provided, however, that a counterparty to an Assigned Contract shall not be barred from seeking additional amounts on account of any defaults occurring between the deadline to object to the Cure Costs and the assumption of the contract.

26. To the extent any non-Debtor counterparty to an Assigned Contract has failed to timely object to a proposed Cure Cost, such Cure Cost has been and shall be deemed to be finally determined as the Cure Cost listed on the Assumption Notice and the non-Debtor counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Cost at any time. The non-Debtor counterparty to an Assigned Contract is forever bound by the applicable Cure Cost and, upon payment of the Cure Costs as provided herein and in the Stalking Horse Purchase Agreement, is hereby barred from taking any action against Buyer with respect to

any claim for cure under the Assigned Contract.

27. Any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect with respect to this Sale Transaction.

28. Any party that may have had the right to consent to the assignment of an Assigned Contract is deemed to have consented to such assignment, including for purposes of Bankruptcy Code sections 365(c)(1)(B) and 365(e)(2)(A)(ii) and otherwise, if such party failed to timely object to the assumption and assignment of such Assigned Contract.

29. Each Assigned Contract constitutes an executory contract or unexpired lease under the Bankruptcy Code and all requirements and conditions under Bankruptcy Code sections 363 and 365 for the assumption by the Debtors and assignment to the Buyer of the Assigned Contracts have been, or will be, satisfied. Upon the Buyer's assumption of the Assigned Contracts in accordance with the terms hereof, in accordance with Bankruptcy Code sections 363 and 365, (a) the Buyer shall be fully and irrevocably vested with all rights, title and interest of the Debtors under the Assigned Contracts, (b) the Buyer (or its designee) shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts, and (c) the Debtors shall be relieved, pursuant to Bankruptcy Code section 365(k), from any further liability under the Assigned Contracts.

30. The Buyer has demonstrated adequate assurance of future performance under the relevant Assigned Contracts within the meaning of Bankruptcy Code sections 365(b)(1)(C) and 365(f)(2)(B).

31. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Debtors or the Buyer as a result of the assumption, assignment and sale of the Assigned Contracts. Upon assignment to the Buyer, the Assigned Contracts shall be valid and binding, in full force and effect and enforceable by the Buyer in accordance with their respective terms.

32. Pursuant to Bankruptcy Code sections 105(a), 363, and 365, all counterparties to the Assigned Contracts are forever barred from raising or asserting against the Debtors or the Buyer any assignment fee, default, breach or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts existing as of and including the Closing Date under the Stalking Horse Purchase Agreement or arising by reason of the consummation of transactions contemplated by the Stalking Horse Purchase Agreement, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts.

33. All counterparties to the Assigned Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale of the Acquired Assets.

Failure to Specify Provisions

34. The failure specifically to include any particular provisions of the Stalking Horse Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Stalking Horse Purchase Agreement be authorized and approved in its entirety; provided, however, that this Order shall govern if there is any inconsistency between the Stalking Horse Purchase Agreement (including all ancillary documents

executed in connection therewith) and this Order. Likewise, all of the provisions of this Order are non-severable and mutually dependent. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Order shall control.

Non-Material Modifications

35. The Stalking Horse Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by such parties, 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; provided, further, that any modifications, amendments or supplements that affect the rights of any third parties, or that constitute material modifications, amendments or supplements to the Stalking Horse Purchase Agreement, shall be subject to approval by the Court.

Additional Provisions

36. No governmental unit may revoke or suspend any right, license, copyright, patent, trademark or other permission relating to the use of the Acquired Assets sold, transferred or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases.

37. Absent the express written consent of the Buyer, the Debtors shall not settle or otherwise resolve any existing or future litigation with any third party or any governmental entity other than any settlement pursuant to which no restrictions are placed on or affecting the Acquired Assets or the operation of the business from and after the Closing Date or otherwise directly or indirectly materially affect the operations of, or impose successor or any other theory of liability upon, the Buyer.

38. Except as expressly provided in the Stalking Horse Purchase Agreement, nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors or their estates from asserting, or otherwise impair or diminish, any right (including, without limitation, any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any Excluded Asset (as defined in the Stalking Horse Purchase Agreement).

39. Except as expressly set forth in this Order, nothing herein shall impair, modify, or affect the DIP Orders.

40. Nothing contained in any plan of liquidation or reorganization, or order of any type or kind entered in these Chapter 11 Cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Order, will conflict with or derogate from the terms of this Order or the Stalking Horse Purchase Agreement.

41. This Order and the Stalking Horse Purchase Agreement shall be binding in all respects upon all prepetition and postpetition creditors of the Debtors, all interest holders of the Debtors, all non-Debtor parties to the Assigned Contracts, any Official Committee of Unsecured Creditors, all successors and assigns of the Debtors and their Affiliates and Subsidiaries, and any trustees, examiners, "responsible persons" or other fiduciaries appointed in these Chapter 11 Cases or upon a conversion of the Debtors' cases to those under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee, and the Stalking Horse Purchase Agreement and Sale Transaction shall not be subject to rejection or avoidance under any circumstances by any party. If any order under Bankruptcy Code section 1112 is entered, such order shall provide (in accordance with Bankruptcy Code sections 105 and 349) that this Order and the rights granted to the Buyer hereunder shall remain effective and, notwithstanding such dismissal, shall remain binding on parties in interest. For the avoidance of doubt, the Debtors' inability to satisfy in full all

administrative expense claims of the Debtors' estates shall not be a basis for termination, rejection or avoidance (as applicable) of the Stalking Horse Purchase Agreement or the Sale Transaction.

42. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Stalking Horse 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 or which has been assigned by the Debtors to the Buyer, and to adjudicate, if necessary, disputes with respect to assumption and assignment of any Assigned Contracts or any cure disputes and any party that has, or asserts, possession, control, or other rights in respect of any of the Acquired Assets; provided, however, that, in the event the Court abstains from exercising or declines to exercise such jurisdiction with respect to the Stalking Horse Purchase Agreement, the Bidding Procedures Order, or this Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter. This Court retains jurisdiction to compel delivery of the Acquired Assets, to protect the Debtors and their assets, including the Acquired Assets, against any Claims and Successor or Transferee Liability and to enter orders, as appropriate, pursuant to Bankruptcy Code sections 105(a) or 363 (or other applicable provisions) necessary to transfer the Acquired Assets to the Buyer.

43. The Buyer and Sellers are hereby authorized to execute and deliver any additional documentation as contemplated by the Stalking Horse Purchase Agreement.

44. 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 but not limited to Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, the

Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply; (b) the terms of this Order shall be immediately effective and enforceable upon its entry; (c) the Debtors are not subject to any stay of this Order or in the implementation, enforcement or realization of the relief granted in this Order; and (d) the Debtors and the Buyer may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

45. The Buyer shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362, to give any notice permitted by the Stalking Horse Purchase Agreement or to enforce any of its remedies under the Stalking Horse Purchase Agreement or any other sale-related document. The automatic stay imposed by Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence; provided however, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

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

End of Order # #

Order submitted by:

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Proposed Counsel for the Debtors and Debtors-in-Possession

Exhibit 1

Stalking Horse Purchase Agreement

Execution Version

ASSET PURCHASE AGREEMENT

by and among

WISER SOLUTIONS, INC.,

THE OTHER SELLERS SET FORTH ON SCHEDULE A

and

CL MATEO-A, LLC

dated as of

April 26, 2026

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement") is made as of April 26, 2026, by and among Wiser Solutions, Inc., a Delaware corporation ("Wiser Solutions"), the Subsidiaries of Wiser Solutions set forth on Schedule A (together with Wiser Solutions, "Sellers"), and CL Mateo-A, LLC, a Delaware limited liability company ("Buyer").

RECITALS

A. On the date hereof, each Seller intends to file (the date of such filing, the "Petition Date") a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") and to request that the cases be jointly administered under the caption of Wiser Solutions, Inc. (collectively, the "Bankruptcy Case").

B. In connection with the Bankruptcy Case, Sellers and Affiliates of Buyer entered into a debtor-in-possession credit facility, pursuant to which certain lenders agreed to provide a senior secured superpriority debtor-in-possession credit facility to Sellers pursuant to the Crestline DIP Order and the Crestline DIP Credit Documents.

C. Sellers and the Acquired Subsidiaries are in the business of developing, marketing, selling and otherwise providing software and data analytics solutions to commercial customers, including retail price intelligence, dynamic pricing, and inventory analytics and monitoring services for brands, retailers and distributors (collectively, the "Business").

D. Subject to the terms and conditions set forth herein, Sellers desire to sell, transfer and assign to Buyer, and Buyer desires to purchase acquire and assume from Sellers, each Seller's rights, title and interests in the Acquired Assets and the Assumed Liabilities by credit bidding a portion of the outstanding obligations pursuant to the Crestline Secured Credit Documents.

E. The Acquired Assets and the Assumed Liabilities will be sold, transferred and assigned pursuant to the Sale Order of the Bankruptcy Court, authorizing and approving the sale of the Acquired Assets, assumption of the Assumed Liabilities, and the assumption and assignment of the Assigned Contracts pursuant to sections 105, 363 and 365 of the Bankruptcy Code in accordance with the terms and conditions of this Agreement.

F. On or around the Petition Date, Sellers intend to file the Sale Motion seeking, among other things, Bankruptcy Court approval of Sellers entering into this Agreement, subject to higher and better bids in accordance with the Bidding Procedures and Bidding Procedures Order.

AGREEMENT

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement:

"Acquired Assets" has the meaning set forth in Section 2.1.

"Acquired Subsidiaries" has the meaning set forth in Section 2.1(a).

"Acquired Subsidiary Accrued Taxes" means an amount equal to the sum of the accrued but unpaid Taxes of the Acquired Subsidiaries relating to any Pre-Closing Tax Period, separately calculated for each jurisdiction in which the Acquired Subsidiaries are liable for Taxes, calculated (i) except as otherwise provided herein, in accordance with the past practice and accounting methodologies of the Acquired Subsidiaries applied in filing their Tax Returns, and (ii) taking into account any Tax liabilities (A) relating to any cash received by the Acquired Subsidiaries as deferred revenue that has not been recognized in taxable income as of the Closing Date, (B) arising from a change in accounting method made on or prior to the Closing, (C) resulting from the application of Section 951 or Section 951A of the IRC with respect to income earned or recognized or payments received on or prior to the Closing Date (regardless of when such income is taken into account for Tax purposes) or (D) the payment of which has been deferred from a Pre-Closing Tax Period to a Post-Closing Tax Period under any applicable Law.

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified Person, where "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the Introductory Paragraph.

"Alternate Transaction" has the meaning set forth in Section 5.5(b).

"Annual Financial Statements" has the meaning set forth in Section 3.16(a).

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

"Assignment and Assumption Agreements" has the meaning set forth in Section 10.1(b).

"Assumed Liabilities" means only the following Liabilities of each Seller incurred exclusively in the operation of the Business as of the Closing (to the extent not paid prior to the Closing), and only to the extent set forth in the following clauses:

(a) all Liabilities under the Assigned Contracts, solely to the extent such Liabilities arise from and after the Closing Date (and do not relate to defaults of Sellers arising prior to the Closing Date);

(b) all amounts expressly allocated to Buyer pursuant to the terms of Section 2.6(b);

(c) all Cure Amounts; and

(d) any (A) Taxes that are assessed on, or in respect of, or are attributable to, the Acquired Assets or the Acquired Subsidiaries for any Post-Closing Tax Period and (B) any Transfer Taxes;

provided, however, that, notwithstanding anything to the contrary set forth in this definition, the Assumed Liabilities shall not include any Excluded Liabilities.

"Avoidance Actions" means all avoidance claims or causes of action under the Bankruptcy Code or applicable Law (including any preference or fraudulent conveyance), and all other claims or causes of action under any other provision of the Bankruptcy Code or applicable laws relating to the Acquired Assets

or Assumed Liabilities, including all actions relating to vendors and service providers used in the Business that are counterparties to Assigned Contracts or relating to Assumed Liabilities.

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

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

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

"Benefit Plans" has the meaning set forth in Section 3.14(a).

"Bidding Procedures" means the bidding procedures to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, in the form of Exhibit A attached hereto, or with such modifications thereto as may be agreed to in writing by Buyer.

"Bidding Procedures Order" means an order to be entered in the Bankruptcy Case, in form and substance reasonably satisfactory to Buyer (such agreement not to be unreasonably withheld, conditioned or delayed), setting forth a timeline and procedures for the solicitation of competitive bids for the Acquired Assets, scheduling an auction if any qualified overbids are submitted, scheduling a hearing on the approval of the sale of the Acquired Assets to the bidder selected by Sellers and approving the terms of this Agreement (including the Expense Reimbursement), as such order may be amended or supplemented from time to time with Buyer's prior written consent.

"Bill of Sale" has the meaning set forth in Section 10.1(a).

"Business" has the meaning set forth in the Recitals.

"Business Day" means any day other than a Saturday, a Sunday or any other day on which commercial banks in New York, New York are authorized or required by Law to close.

"Buyer" has the meaning set forth in the Introductory Paragraph.

"Claim" means a "claim" as defined in section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 2.6(a).

"Closing Assigned Contract List" has the meaning set forth in Section 2.4(c).

"Closing Date" has the meaning set forth in Section 2.6(a).

"COBRA" means Sections 601 through 608 of ERISA and IRC Section 4980B.

"Consent" means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization of any Person, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

"Contract" means any agreement, contract, license, lease, sublease, occupancy agreement, arrangement, commitment, promise, obligation, right, instrument, document or other similar understanding or undertaking, whether written or oral.

"Crestline Agent" means Crestline Direct Finance, L.P., a Delaware limited partnership, as agent for itself and certain other lenders under the Crestline Prepetition Credit Documents and/or the Crestline DIP Credit Documents, as the context may require.

"Crestline DIP Credit Documents" means that certain Senior Secured Superpriority Debtor-in-Possession Credit, Guaranty and Security Agreement, dated as of April 26, 2026, as amended, restated, supplemented or otherwise modified from time to time, together with all the Crestline DIP Order and "Credit Documents" (as defined therein), in each case, as amended, restated, supplemented or otherwise modified from time to time.

"Crestline DIP Obligation" means the "Obligations" under and as defined in the Crestline DIP Credit Documents.

"Crestline DIP Order" means, as applicable, the interim order and Final Order of the Bankruptcy Court approving and authorizing Sellers to enter into the Crestline DIP Credit Documents.

"Crestline Prepetition Credit Documents" means that certain Credit and Guaranty Agreement, dated as of April 29, 2022, as amended, restated, supplemented or otherwise modified from time to time, together with all "Credit Documents" (as defined therein), in each case, as amended, restated, supplemented or otherwise modified from time to time.

"Crestline Prepetition Obligations" means the "Obligations" under and as defined in the Crestline Prepetition Credit Documents.

"Crestline Secured Credit Documents" means collectively, the Crestline Prepetition Credit Documents and the Crestline DIP Credit Documents.

"Cure Amount Cap" means an amount equal to $400,000.

"Cure Amounts" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption of the Assigned Contracts.

"Cure Notice" has the meaning set forth in Section 5.5(d).

"Delayed Disclosure Schedules" has the meaning set forth in Section 12.14(a).

"Designation Deadline" has the meaning set forth in Section 2.4(a).

"Employee" has the meaning set forth in Section 5.6(a).

"Environment" means soil, soil vapor, surface waters, groundwater, drinking water, land, stream sediments, natural resources, surface or subsurface strata, ambient air or indoor air, including any material or substance used in the physical structure of any building or improvement and any environmental medium.

"Environmental Law" means any applicable federal, state, local or foreign law, statute, code, ordinance, rule or regulation relating to the protection of the Environment or public or workplace health or safety, or any Release, storage, use, treatment, transportation, management, handling, generation, production, manufacture, importation, exportation, sale, distribution, labeling or recycling of, or exposure to, any pollutant or contaminant or ignitable, corrosive, reactive or otherwise toxic, dangerous, deleterious, harmful, hazardous or otherwise regulated materials, substance or waste.

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

"ERISA Affiliate" means any trade or business that is a member of the same controlled group of corporations or affiliated service group as another Person, within the meaning of IRC Section 414, or that is otherwise required to be aggregated with another Person pursuant to IRC Section 414.

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

"Excluded Cash" means cash and cash equivalents held by Sellers as of the Closing, in an amount necessary to pay accrued administrative expenses and reasonable and necessary wind-down costs of Sellers in the Bankruptcy Case (including compliance with Sellers' obligations under this Agreement, including pursuant to Section 2.4 and Section 7.9), in each case, in amounts consented to by Buyer and Crestline Agent not to exceed $150,000 and not, in any event, to make any payment to the Crestline Agent or any other lender under the Crestline Prepetition Credit Documents or Crestline DIP Credit Documents; provided, however, for the avoidance of doubt, any cash or cash equivalents that are set aside for estimated wind-down costs but are not actually spent on accrued administrative expenses or wind-down costs of Sellers in the Bankruptcy Case shall not be considered Excluded Cash and shall be included in the Acquired Assets pursuant to Section 2.1(q).

"Excluded Contracts" has the meaning set forth in Section 2.2(e).

"Excluded Liabilities" means any Liabilities of Sellers, whether existing on the Closing Date or arising thereafter, including as a result of any act, omission or circumstances taking place prior to the Closing or on the basis of any Law imposing successor liability, other than the Assumed Liabilities. Without limiting the foregoing, Buyer shall not be obligated to assume, and does not assume, and hereby disclaims all the Excluded Liabilities, including the following Liabilities of any Seller or of any predecessor of any Seller, whether incurred or accrued before, on or after the Closing:

(a) any Liability not relating to or arising out of the Business or the Acquired Assets, including any Liability exclusively relating to or primarily arising out of the Excluded Assets;

(b) any Liability of Sellers or of any of their Affiliates or of any other Person for Taxes (except as expressly provided for in clause (d) of the definition of Assumed Liabilities);

(c) all Liabilities of Sellers under this Agreement or any Related Agreement and the transactions contemplated hereby or thereby;

(d) any Liability associated with any and all Indebtedness, including any guarantees of third party obligations and reimbursement obligations to guarantors of Sellers' obligations or under letters of credit of any Seller;

(e) any Liabilities in respect of any Contracts that are not Assigned Contracts;

(f) all Liabilities for fees, costs and expenses that have been incurred or that are incurred or owed by Sellers in connection with this Agreement or the administration of the Bankruptcy Case (including all fees and expenses of professionals engaged by Sellers) and administrative expenses and priority claims accrued through the Closing Date and specified post-closing administrative wind-down expenses of the bankrupt estates pursuant to the Bankruptcy Code and all costs and expenses incurred in connection with (i) the negotiation, execution and consummation of the transactions contemplated under this Agreement and each of the other documents delivered in connection herewith, (ii) the negotiation, execution and consummation of all other agreements and orders relating in any way to the Bankruptcy Case or otherwise

and (iii) the consummation of the transactions contemplated by this Agreement, including any retention bonuses, "success" fees, change of control payments and any other payment obligations of Sellers payable as a result of the consummation of the transactions contemplated by this Agreement and the documents delivered in connection herewith (including the employer portion of any employment, payroll, social security, unemployment or other similar Taxes payable in connection with such payments);

(g) all Liabilities (i) related to the WARN Act, to the extent applicable, with respect to the termination of employment of Sellers' Employees, (ii) for any action resulting from Sellers' Employees' separation of employment on or prior to the Closing, (iii) for vacation, sick leave, parental leave and other paid time accrued by Sellers' Employees for the period through Closing, and (iv) all other Liabilities to any Sellers' Employees arising prior to the Closing;

(h) all Liabilities of Sellers arising out or relating to any Benefit Plan, other than any Benefit Plan that constitutes an Assigned Contract;

(i) all Liabilities of Sellers to their direct and indirect equity holders respecting dividends, distributions in liquidation, redemptions of interests, option payments or otherwise;

(j) all Liabilities arising out of or relating to any business or property formerly owned or operated by any Seller, any Affiliate or any predecessor of the foregoing, but not presently owned and operated by any Seller;

(k) all Liabilities relating to claims, actions, suits, arbitrations, litigation matters, proceedings or investigations (in each case, whether involving private parties, Governmental Authorities or otherwise) involving, against or affecting any Acquired Asset, the Business, Sellers or any assets or properties of Sellers, commenced, filed, initiated or threatened before the Closing or relating to facts, events or circumstances arising or occurring before the Closing;

(l) except for any Assumed Liabilities, all obligations of Sellers arising and to be performed prior to the Closing Date arising from or related to the Business or the Acquired Assets;

(m) all Liabilities arising from the violation of any Environmental Law or the presence or Release of any Hazardous Substance in the Environment relating to facts, events or circumstances arising or occurring before the Closing;

(n) all Liabilities of Sellers or its predecessors arising out of any Contract, Permit, franchise or claim that is not transferred to Buyer as part of the Acquired Assets (or is not transferred to Buyer because of any failure to obtain any third-party or governmental Consent required for such transfer); and

(o) any other Liabilities of Sellers whatsoever, whether accrued as of the date of this Agreement or hereafter, whether fixed or contingent, whether known or unknown, unless otherwise expressly assumed pursuant to this Agreement.

For the avoidance of doubt, all Liabilities are Excluded Liabilities, unless specifically designated an Assumed Liability.

"Expense Reimbursement" has the meaning set forth in Section 5.5(b).

"Files and Records" has the meaning set forth in Section 2.1(g).

"Final Order" means an order, judgment or other decree of the Bankruptcy Court that has not been vacated, reversed, modified, amended or stayed, and for which the time to further appeal or seek review or rehearing has expired with no appeal, review or rehearing having been filed or sought.

"Financial Statements" has the meaning set forth in Section 3.16(a).

"GAAP" means United States generally accepted accounting principles.

"Governmental Authority" means any federal, state, local or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department or other governmental or quasi-governmental entity.

"Hazardous Substance" means any pollutant or contaminant or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material, including petroleum, its derivatives, by-products and other hydrocarbons, asbestos or asbestos-containing materials, polychlorinated biphenyls, per-and polyfluoroalkyl substances, and any other substance, waste or material regulated or which could give rise to liability under any Environmental Law.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person in respect of indebtedness (i) for money borrowed or (ii) evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (b) all obligations of such Person issued or assumed as the deferred purchase price of property or services (including "earnout" or similar payments or any non-compete payments), all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable for goods and services and other accrued current liabilities arising in the ordinary course of business); (c) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (d) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (e) the liquidation value of all redeemable preferred stock or similar equity interests of such Person; (f) breakage costs and other settlement costs under interest rate swap, hedging or similar agreements; (g) all obligations of the type referred to in clauses (a) through (f) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (h) all obligations of the type referred to in clauses (a) through (g) of other Persons secured by any lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Initial Auction Overbid" means an amount equal to $150,000.

"Insurance Policy" means each primary, excess and umbrella insurance policy, bond and other forms of insurance owned or held by or on behalf of the Business, Sellers, the Acquired Subsidiaries and their respective operations, properties and assets.

"Intangible Property" has the meaning set forth in Section 2.1(f).

"Intellectual Property" means any and all intellectual property and other similar proprietary rights, in any jurisdiction in the world (whether arising under statutory or common law, contract, or otherwise), which includes rights pertaining to or arising from: (a) inventions, discoveries, processes, designs, techniques, developments and related improvements whether or not patentable; (b) patents, patent applications, industrial design registrations and applications therefor, divisions, divisionals, continuations, continuations-in-part, reissues, substitutes, renewals, registrations, confirmations, re-examinations, extensions and any provisional applications, or any such patents or patent applications, and any foreign or international equivalent of any of the foregoing; (c) trademarks (whether registered, unregistered or

pending), trade dress, service marks, service names, trade names, brand names, product names, logos, domain names, internet rights (including, IP addresses and AS numbers), corporate names, fictitious names, other names, symbols (including business symbols), slogans, translations of any of the foregoing and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and (to the extent transferable by Law) any applications or registrations in connection with the foregoing and all advertising and marketing collateral including any of the foregoing; (d) work specifications, databases and artwork; (e) technical, scientific and other know-how and information (including promotional material and tech packs and blocks), trade secrets, confidential information, methods, processes, practices, formulas, designs, patterns, assembly procedures, specifications; (f) rights associated with works of authorship including copyrights, moral rights, design rights, rights in databases, copyright applications, copyright registrations, rights existing under any copyright laws and rights to prepare derivative works; (g) work for hire; (h) the name "WISER", "WISER SOLUTIONS" or any derivation thereof; (i) customer lists and databases, websites, social media sites and accounts (including the content contained therein, user names and passwords), diagrams, drawings, domain names, and all advertising and marketing materials and collateral (including all physical, digital, or electronic imagery and design files), samples, product catalogs, product designs and specifications (including tech specifications) vendor and merchandise supplier data and information; (j) computer software and firmware, including data files, source code, object code and software-related specifications and documentation; (k) all books and records, files, data, reports, computer codes and sourcing data, advertiser and supplier lists, cost and pricing information, business plans, and manuals, blueprints, research and development files, and other records; (l) financial, marketing and business data, pricing and cost information, business and marketing plans and other information, files, correspondence, records, data, plans, reports and recorded knowledge, historical trademark files, prosecution files in whatever media retained or stored, including computer programs and disks; (m) the right to sue for infringement and other remedies against infringement of any of the foregoing; and (n) rights to protection of interests in the foregoing under the laws of all jurisdictions.

"Interim Financial Statements" has the meaning set forth in Section 3.16(a).

"IRC" means the Internal Revenue Code of 1986, as amended.

"IRS" means the Internal Revenue Service.

"Knowledge" of a Seller (and other words of similar import) means the actual knowledge, after reasonable due inquiry, of Michael Richards, Mat Gagne, Devon Walczak, Evan Walsh, Jaclyn D'Esposito or Charles Sweet, and shall not include any constructive, imputed or implied knowledge.

"Law" means any constitution applicable to, and any federal, state, local or foreign law, statute, treaty, code, rule, regulation or ordinance, or other requirement of any kind, of any Governmental Authority.

"Leased Real Property" means all land, buildings and other improvements used in the Business in which any Seller or Acquired Subsidiary has a leasehold or subleasehold estate or other right of occupancy or use.

"Leases" means all leases, subleases, licenses, concessions and other Contracts, including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, in each case, pursuant to which any Seller or Acquired Subsidiary holds any Leased Real Property.

"Liability" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due) regardless of when arising.

"Lien" means any lien (statutory or otherwise, including as defined in section 101(37) of the Bankruptcy Code), Claim, encumbrance, interest (as that term is used in section 363(f) of the Bankruptcy Code), Liability, deed of trust, right of first offer, easement, servitude, transfer restriction under any shareholder or similar agreement, mortgage, pledge, charge, security interest, option, right of first refusal, security agreement or other encumbrance or restriction on the use or transfer of any property, hypothecation, license, preference, priority, covenant, right of recovery, or order of any Governmental Authority, of any kind or nature (including (a) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (b) any assignment or deposit arrangement in the nature of a security device, and (c) any leasehold interest, license, or other right, in favor of a third party, a Seller or an Acquired Subsidiary (other than a Lease), to use any portion of the Acquired Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

"Material Adverse Effect" means any effect, change, event, condition, state of facts, development, condition or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Business, the Leased Real Property, the Acquired Subsidiaries or the condition of the Acquired Assets, taken as a whole; provided, however, that no state of facts, condition, change, event, effect, development, condition, circumstance or occurrence related to, resulting from or arising out of any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: (a) national or international business, economic, political or social conditions, including the engagement by the United States of America in hostilities, affecting (directly or indirectly) the industry in which the Business operates, or the occurrence of any military or terrorist attack (or escalation thereof) upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America; (b) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (c) any change in GAAP or Laws; (d) any act of God or other force majeure event, including earthquakes, hurricanes, floods, fires or other natural disasters; (e) any epidemic, pandemic or disease outbreak (including COVID-19) or other public health event, including any escalation or worsening thereof, and any Laws, guidelines, orders, directives or other measures by any Governmental Authority, as well as any shutdowns, quarantines, shelter-in-place orders, social distancing requirements or other restrictions related thereto; (f) the commencement, filing or continuation of the Bankruptcy Case; or (g) the negotiation, execution, announcement, pendency or consummation of this Agreement or the transactions contemplated hereby, including the identity of, or facts relating to, the parties hereto, or the taking of any action required or permitted by this Agreement or the Bankruptcy Court; in each case of clauses (a) through (e), except to the extent that such effect, change, event, condition, circumstance or occurrence has had a disproportionately adverse effect on the Business relative to the adverse effect that such effect, change, event, condition, circumstance or occurrence has had on other companies in the industry in which the Business operates, in which case only the incremental disproportionately adverse effect (and not the underlying effect) shall be taken into account in determining whether there has been a Material Adverse Effect.

"Material Schedule Item" has the meaning set forth in Section 12.14(a).

"Multiemployer Plan" has the meaning set forth in Section 3.14(d).

"Necessary Consents" has the meaning set forth in Section 2.4(f).

"Non-Assignable Assets" has the meaning set forth in Section 5.12.

"Non-Party Affiliates" has the meaning set forth in Section 12.13.

"Non-Real Property Contracts" means the Contracts to which Seller is a party other than the Leases.

"Outside Date" means June 30, 2026.

"Permit" means any franchise, approval, permit, license, order, registration, certificate, variance, Consent, exemption or similar right issued, granted, given or otherwise obtained from or by any Governmental Authority, under the authority thereof or pursuant to any applicable Law.

"Permitted Liens" means (a) mechanics', carriers', workmen's, materialmen's, repairmen's or other similar Liens arising by operation of law in the ordinary course of business for amounts that are not yet due and payable, (b) statutory Liens for current Taxes, assessments, fees and other charges by Governmental Authorities that are not due and payable as of the Closing Date for which adequate reserves have been established on the Interim Financial Statements in accordance with GAAP, (c) with respect to any Leased Real Property, all defects, imperfections in title, exceptions, restrictions, easements, rights of way and encumbrances (other than monetary liens), in each case, that would be disclosed by an accurate and complete land survey of the Leased Real Property and which do not, individually or in the aggregate, materially or adversely affect the use of the Leased Real Property, (d) zoning, building codes and other land use Laws regulating the use or occupancy of real property or the activities conducted thereon, in each case, that are not violated by the operation of the Business as currently conducted, (e) Liens arising under workmen's compensation, unemployment insurance, social security, retirement and similar Laws, other than as a result of a breach of such Laws, and (f) non-exclusive licenses of Intellectual Property granted in the ordinary course of business pursuant to Assigned Contracts.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Authority, or any group of any of the foregoing.

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

"Post-Closing Tax Period" means any Tax period beginning after the Closing Date and that portion of a Straddle Period beginning after the Closing Date.

"Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on and including the Closing Date.

"Proceeding" has the meaning set forth in Section 3.9(c).

"Property Taxes" means all real property Taxes, personal property Taxes, similar ad valorem Taxes or other similar periodic Taxes not based on income or receipts.

"Property Tax Credit Amount" means the amount of any Property Taxes that are assessed on, or in respect of, the Acquired Assets and attributable to any Post-Closing Tax Period that were paid by Sellers (or any of their respective Affiliates) on or prior to the Closing.

"Property Tax Debit Amount" means the amount of any Property Taxes that are assessed on, or in respect of, the Acquired Assets and attributable to any Pre-Closing Tax Period that were not paid by Sellers (or any of their respective Affiliates) on or prior to the Closing.

"Property Tax Purchase Price Adjustment" means the excess of the Property Tax Credit Amount over the Property Tax Debit Amount, which, for the avoidance of doubt, may be a negative number.

"Purchase Price" has the meaning set forth in Section 2.5(a).

"Purchase Price Allocation" has the meaning set forth in Section 2.5(b).

"Receivables" has the meaning set forth in Section 2.1(l).

"Related Agreements" means the Bill of Sale, the Assignment and Assumption Agreements and any other documents delivered to effectuate the transactions contemplated by this Agreement.

"Related Party" means any officer, director, manager or equity holder of a Seller, an Acquired Subsidiary, or any other Affiliate of a Seller, or any member of the immediate family of the foregoing.

"Release" means any presence, spill, emission, leaking, pumping, pouring, placing, injection, deposit, disposal, discharge, dispersal, dumping, emptying, migrating, escaping or leaching into, onto, under or through the Environment (including the abandonment or discarding of barrels, containers or other closed receptacles containing any Hazardous Substance).

"Representative" of a Person means such Person's officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents of such Person.

"Requesting Party" has the meaning set forth in Section 7.3.

"Sale Motion" has the meaning set forth in Section 5.5(a).

"Sale Order" means an order in form and substance satisfactory to Buyer in its sole discretion, pursuant to which the Bankruptcy Court shall approve this Agreement and authorize the Debtors to consummate the transactions contemplated hereby.

"Sellers" has the meaning set forth in the Introductory Paragraph.

"Straddle Period" means any Tax period beginning on or before and ending after the Closing Date.

"Subsidiary" shall, with respect to any Person, mean (a) each corporation or other legal entity in which such Person owns or controls, directly or indirectly, capital stock or other equity interests representing more than 50% of the outstanding voting stock or other equity interests or (b) each corporation or other legal entity of whose equity interests having ordinary voting power (other than equity interests having such power only by reason of the happening of a contingency) to elect a majority of the directors of such corporation (or applicable governing body of such other entity), or other Persons performing similar functions for such entity, are owned, directly or indirectly, by such Person.

"Superior Bid" means a Successful Bid by a Successful Bidder (as such terms are defined in the Bidding Procedures) that Sellers have determined in the exercise of their fiduciary duties is higher or otherwise better in the aggregate than the bid represented by this Agreement; provided, that any Superior Bid shall be for an amount, in cash, equal to or greater than the aggregate sum of (a) the Purchase Price, (b) the Initial Auction Overbid and (c) the dollar value of the Expense Reimbursement.

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

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, utility, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under IRC Section 59A), disability, recapture, customs duties, inventory, capital stock,

franchise, profits, withholding, social security (or similar), unemployment, disability, escheat, unclaimed property, real property, personal property, sales, use, ad valorem, transfer, value added, registration, alternative or add-on minimum, estimated, or other tax, similar governmental fee or similar charge of any kind whatsoever, including any interest, penalty or addition thereto, in each case, whether disputed or not, and any expenses incurred in connection with the determination, settlement or litigation of any liability for the foregoing, and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person and any liability for Taxes of any other Person as a transferee.

"Tax Authority" means any Governmental Authority charged with the administration of any Law relating to Taxes, including the imposition, assessment or collection of Taxes.

"Tax Return" means any return, declaration, report, estimate, information return and statement filed or required to be filed with, or supplied or required to be supplied to, any Governmental Authority or other Person in respect of any Taxes (including any attachment thereto or amendment thereof).

"Transfer Taxes" has the meaning set forth in Section 2.6(b).

"Transferring Employee" has the meaning set forth in Section 5.6(a).

"Updated Disclosure Schedule" has the meaning set forth in Section 12.14(b).

"WARN Act" means, collectively, the Worker Adjustment and Retraining Notification Act of 1989 and any similar state or local law.

ARTICLE 2 SALE AND PURCHASE

2.1 Acquired Assets. Subject to and in reliance upon the representations, warranties and agreements herein set forth, and subject to the terms and conditions herein contained, Sellers shall grant, convey, sell, assign, transfer and deliver to Buyer (or a designated Affiliate of Buyer), free and clear of Liens (except for Assumed Liabilities and Permitted Liens), on the Closing Date, all rights, title and interests of Sellers in and to all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, including their respective businesses and goodwill (except for Excluded Assets) used or held for use in and relating to the business and operations of the Business (collectively, the "Acquired Assets"). Without limiting the generality of the foregoing, the Acquired Assets shall include the following:

(a) Acquired Subsidiaries. All direct and indirect interests in the equity and debt securities, and any direct or indirect rights to acquire any equity or debt securities, of the Subsidiaries of Sellers set forth on Schedule B (the "Acquired Subsidiaries").

(b) Licenses and Authorizations. To the extent assignable, all rights, title and interests of Sellers as of the date of this Agreement in and to all licenses, Permits and authorizations issued (and all applications therefor), used or held for use in connection with or relating to the business and operations of the Business, the Leased Real Property or the other Acquired Assets, together with any renewals, modifications or extensions thereof and additions thereto between the date hereof and the Closing Date.

(c) Tangible Personal Property. All rights, title and interests of Sellers as of the date of this Agreement in and to all inventory, goods (including inventory and goods that are for sale or lease, or are being leased or rented to Sellers' customers, and whether in Sellers' possession, held by, stored by or on behalf of or in transit to any Seller), artwork, any equipment, servers, machinery, electrical devices,

antennae, cables, vehicles, furniture, fixtures, towers, office materials and supplies, hardware (including computer hardware), tools, spare parts and other tangible personal property of every kind and description used or held for use in connection with or relating to the business and operations of the Business, the Leased Real Property or other Acquired Assets, in each case, whether in Sellers' possession, held by, stored by or on behalf of or in transit to any Seller (collectively, the "Tangible Personal Property").

(d) Real Property Rights. All right, title and interests of Sellers as of the date of this Agreement in and to the Leased Real Property, to the extent associated with an Assigned Contract, including all easements, rights-of-way, privileges, licenses and other rights and benefits, if any, pertaining thereto.

(e) Assigned Contracts. All rights of Sellers in those Contracts (other than the Excluded Contracts) of Sellers to be designated in writing by Buyer for assumption and assignment in accordance with the procedures set forth in Section 2.4 below (such Contracts, the "Assigned Contracts").

(f) Intangible Property. All rights, title and interests of Sellers as of the date of this Agreement in and to the Intellectual Property and all other intangible property (other than Contracts) used or held for use in connection with and relating to the business and operations of the Business or the Acquired Assets and such rights, title and interests acquired by Sellers between the date hereof and the Closing Date (collectively, the "Intangible Property").

(g) Files and Records. All rights, title and interests of Sellers in and to all records that relate to the operation of the Business and the Leased Real Property, and all files, books and records, Tax Returns (and associated workpapers), data, reports, computer codes and sourcing data, advertiser and supplier lists, costs and pricing information, business plans, manuals, blue prints, research and development files, and other records of Sellers relating to the Business and operations of the Business and Leased Real Property, including all schematics, blueprints, engineering data, customer lists, reports, specifications, projections, statistics, promotional graphics, original art work, mats, plates, negatives and other advertising, promotional, marketing or related materials, and all other technical and financial information concerning the Business and the Acquired Assets (collectively, the "Files and Records"); provided, however, Files and Records exclude all records, documents, files, or other information and materials set forth in Section 2.2(c) and Section 2.2(g) and shall be subject to Section 6.4 and Section 7.3.

(h) Warranty Claims. To the extent assignable, all claims, rights and interests of Sellers against third parties under manufacturers' and vendors' warranties, representations, indemnities and guarantees, and any other warranties, representations, indemnities and guarantees if and to the extent that they relate to the Acquired Assets.

(i) Prepaid Items. All interests of Sellers in all deposits, reserves and prepaid expenses relating to the Business and the Acquired Assets and prepaid property or ad valorem Taxes relating to the Business or the Acquired Assets, specifically excluding any utility deposits, professional fee retainers and carve-outs pursuant to orders of the Bankruptcy Court.

(j) Tax Refunds and Credits. All rights to any refunds (or credits against Taxes otherwise due and payable in lieu of refunds) with respect to Taxes that are assessed on, or in respect of, or are attributable to, the Acquired Assets or the Acquired Subsidiaries, except refunds or credits of any such Taxes that were paid by a Seller prior to the Closing (other than any Taxes taken into account in determining Property Tax Credit Amount) or were taken into account in determining Property Tax Debit Amount or Acquired Subsidiary Accrued Taxes;

(k) Goodwill. All of Sellers' goodwill associated with and in, and going concern value of, the Business and the Acquired Assets.

(l) Accounts. All accounts receivable and other accounts (as defined in the Uniform Commercial Code in effect in the State of Delaware, as same may be amended from time to time), and any notes or written obligations reflecting accounts of Sellers relating to the Business as of the Closing Date, excluding any intercompany obligations solely among the Sellers (the "Receivables").

(m) Internet Websites. Without limiting the foregoing, all rights, title and interests of Sellers in all internet web sites, including all internet domain leases and domain names of and relating to the Business, the unrestricted right to the use of HTML content located and publicly accessible from those domain names and the "visitor" e-mail database for those sites.

(n) Telephone and Fax Numbers. Sellers' rights, title and interests in and to all of Sellers' telephone and fax numbers relating to the Business.

(o) Litigation Claims; Causes of Action. Sellers' rights, title and interests in and to all actions, causes of action, lawsuits, judgments, claims, demands or recoveries against third parties of any nature, whether arising by way of counterclaim or otherwise, in each case, to the extent arising from or related in any way to the Acquired Assets, the Business or the Assumed Liabilities, as well as any of Sellers' Avoidance Actions.

(p) Insurance. To the extent assignable, all Insurance Policies, or any proceeds thereof relating to the operations of the Business or with respect to the Acquired Assets and any deposits on account thereof, including Sellers' rights, title and interests in and to all insurance proceeds and condemnation awards and payments in lieu thereof received by Sellers with respect to any of the Acquired Assets, and all life insurance policies issued for the benefit of a Seller (together with any cash surrender value related thereto).

(q) Cash and Cash Equivalents. All cash (including checks received prior to the close of business on the Closing Date, whether or not deposited or cleared prior to the close of business on the Closing Date), commercial paper, certificates of deposit and other bank deposits, treasury bills and other cash equivalents, in each case, other than Excluded Cash.

(r) Confidentiality Agreement Rights. Any rights of Sellers to enforce confidentiality agreements or restrictive covenant agreements executed in Sellers' favor by any third parties, including the right to recover damages for the same.

2.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the following assets and properties of Sellers, to the extent in existence on the Closing Date (the "Excluded Assets"), shall be excluded from and shall not constitute Acquired Assets:

(a) Excluded Cash. All Excluded Cash.

(b) Tax Refunds. All rights to any refunds (or credits against Taxes otherwise due and payable in lieu of refunds) with respect to Taxes that are assessed on, or in respect of, or are attributable to, the Acquired Assets or the Acquired Subsidiaries that were paid by a Seller prior to the Closing (other than any Taxes taken into account in determining Property Tax Credit Amount) or were taken into account in determining Property Tax Debit Amount or Acquired Subsidiary Accrued Taxes.

(c) Excluded Books and Records. (i) The organizational documents, qualifications to conduct business as a foreign corporation, taxpayer and other identification numbers, seals, minute books, stock transfer books, stock certificates and other documents relating to Sellers' organization, maintenance and existence, or other corporate records of Sellers; (ii) all communications between Sellers, on the one

hand, and Hogan Lovells or other legal counsel to the Company in connection with the transactions contemplated by this Agreement, on the other hand, that are legally privileged; and (iii) all communications between Sellers, on the one hand, and legal counsel to the Company (other than in connection with the transactions contemplated by this Agreement) the transfer of which to Buyer would result in the loss of legal privilege with respect thereto in any pending Proceeding.

(d) Rights Hereunder. Sellers' rights under this Agreement, any Related Agreements, or any other documents entered into or delivered by any Seller in connection with any of the foregoing.

(e) Excluded Contracts. All Contracts, other than Assigned Contracts (collectively, the "Excluded Contracts").

(f) Excluded Equity. All equity interests owned by any Seller in any Person, other than the Acquired Subsidiaries.

(g) Certain Employee Records. Any records, documents or other information relating to Sellers' Employees who are not Transferring Employees, and any materials containing information about any of the Transferring Employees, the disclosure of which would violate applicable Law.

(h) Benefit Plans. All Benefit Plans of the Sellers, other than any Benefit Plan that constitutes an Assigned Contract.

(i) Other Excluded Assets. Those items, if any, set forth on Schedule 2.2(i).

2.3 Liabilities.

(a) Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, Buyer will assume and become responsible for the Assumed Liabilities at the Closing. Buyer agrees to pay, perform, honor and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms thereof and the provisions of the Sale Order.

(b) Excluded Liabilities. Except as set forth in the foregoing Section 2.3(a) or otherwise specifically provided in this Agreement or the Sale Order, Buyer shall not assume or in any manner be liable for, and does not undertake to assume or discharge, any Excluded Liabilities.

2.4 Assumption and Assignment of Contracts.

(a) The Sale Order shall provide for the assumption by Sellers, and the assignment to the extent legally capable of being assigned by Sellers to Buyer, of the Assigned Contracts on the terms and conditions set forth in the remainder of this Section 2.4, and shall provide for a deadline for designation (the "Designation Deadline"). For the avoidance of doubt, Contracts of the Acquired Subsidiaries shall not be assumed and assigned to Buyer pursuant to the Sale Order.

(b) At Buyer's request, and sole cost and expense with respect to payments required by the applicable counterparties thereto, Sellers shall cooperate from the date hereof forward with Buyer, as reasonably requested by Buyer, to allow Buyer to enter into an amendment of any Lease or Non-Real Property Contract upon assumption of such Lease or Non-Real Property Contract by Buyer (and in negotiations with the counterparties thereof); provided, however, that Sellers shall not be required to enter into any such amendment if such amendment would result in an assumption by Sellers of such Lease or

Non-Real Property Contract, unless such Lease or Non-Real Property Contract will be assigned to Buyer at the time of such assumption.

(c) Buyer shall, no later than the Closing, identify the Non-Real Property Contracts and Leases that Buyer has decided will be Assigned Contracts to be assumed and assigned to Buyer on the Closing Date by providing a list thereof to Sellers (as updated in accordance with this Agreement, the "Closing Assigned Contract List"). In advance of the Designation Deadline, Buyer may, in its sole discretion, (i) supplement the Closing Assigned Contract List with additional Contracts to be designated for assumption and assignment, in which case any such additional Contract shall be treated as an Assigned Contracts for all purposes of this Agreement, or (ii) designate a Non-Real Property Contract or Lease for exclusion and rejection by delivering written notice to Sellers, in which case, following the Closing, Sellers shall move to reject any such Non-Real Property Contract or Lease as of the Closing Date; provided, however, that if any Assigned Contracts on the Closing Assigned Contract List is subject to a cure dispute or other dispute as to the assumption or assignment of such Assigned Contract that has not been resolved to the mutual satisfaction of Buyer and Sellers prior to the Designation Deadline, then the Designation Deadline shall be extended (but only with respect to such Assigned Contract) to no later than the earlier of (A) the date on which such dispute has been resolved to the satisfaction of Buyer, Sellers and the applicable party to such Assigned Contract, (B) the date on which such Assigned Contract is deemed rejected by operation of section 365 of the Bankruptcy Code and (C) five (5) Business Days after the date upon which such dispute is finally determined by the Bankruptcy Court (the "Extended Contract Period"); provided, further, that Buyer may withdraw its designation with respect to such Assigned Contract at any time during the Extended Contract Period.

(d) Unless required by applicable Law, between the date of this Agreement and the Closing, Sellers shall not terminate, amend, supplement, modify, waive any rights under or create any adverse interest with respect to any Contract listed on the Closing Assigned Contracts List or subsequently identified as an Assigned Contract, or take any affirmative action not required thereby, without the prior written consent of Buyer, unless Buyer has provided written notice to Sellers designating such Contract for rejection pursuant to Section 2.4(c).

(e) As part of the Sale Motion (or, as necessary, in one or more separate motions or notices of intent to assume and assign), Sellers shall request that, by virtue of Sellers providing ten (10) Business Days' prior notice of the intent of any one or more Sellers to assume and assign any Contract, the Bankruptcy Court deem any non-debtor party to such Contract that does not file an objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract by the relevant Seller and the assignment of such Contract to Buyer.

(f) In connection with the assumption by Sellers and assignment to Buyer of any Assigned Contract that is executory pursuant to this Section 2.4, the Cure Amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assigned Contracts, including any amounts payable to any landlord under any Lease that is an Assigned Contract that relates to the period prior to the Closing, shall be paid by Buyer as soon as reasonably practicable following the Closing.

(g) Sellers shall use their commercially reasonable efforts to obtain an order of the Bankruptcy Court to assign the Assigned Contracts to Buyer effective as of the Closing on the terms set forth in this Section 2.4. In the event Sellers are unable to assign any such Assigned Contract to Buyer pursuant to an order of the Bankruptcy Court, then, at the sole cost and expense of the Buyer with respect to payments required by the applicable counterparties thereto, the parties shall use their commercially reasonable efforts to obtain, and to cooperate in obtaining, all Consents from Governmental Authorities and

other Persons necessary to assume and assign such Assigned Contracts to Buyer (the "Necessary Consents"), including, in the case of Buyer, paying any applicable Cure Amounts.

(h) To the extent that any Consent that is required to assign to Buyer any Contract that (but for the absence of such Consent) would be an Assigned Contract is not obtained by the Closing Date, Sellers shall, upon the written request of Buyer and at Buyer's sole cost and expense with respect to payments required by the applicable counterparties thereto, with respect to each such Assigned Contract, from and after the Closing and until the earliest to occur of (i) the date on which such applicable Consent is obtained (which Consents Sellers shall use their commercially reasonable efforts, and cooperate with Buyer, to obtain promptly) and (ii) the date on which such Contract is rejected following the written request of Buyer, use commercially reasonable efforts during the term of such Assigned Contract to (A) provide to Buyer the benefits under such Assigned Contract, (B) cooperate in any commercially reasonable and lawful arrangement (including holding such Contract in trust for Buyer pending receipt of the required Consent) designed to provide such benefits to Buyer and (C) enforce for the account of Buyer any rights of Sellers under such Assigned Contract (including the right to elect to terminate such Assigned Contract in accordance with the terms thereof upon the written direction of Buyer).

(i) Notwithstanding the foregoing, a Contract shall not be an Assigned Contract hereunder, and shall not be assigned to or assumed by Buyer, to the extent that such Contract (i) is rejected by Sellers or terminated by Sellers in accordance with the terms hereof or by the other party thereto, or terminates or expires by its terms, on or prior to the Closing Date and is not continued or otherwise extended upon assumption, or (ii) requires a Consent of any Governmental Authority or other Person (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Buyer of a Seller's rights under such Contract, and no such Consent has been obtained prior to the Closing (unless and until such Consent is subsequently obtained). In addition, a Permit shall not be assigned to or assumed by Buyer to the extent that such Permit requires a Consent of any Governmental Authority or other Person (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Buyer of a Seller's rights under such Permit, and no such Consent has been obtained prior to the Closing.

2.5 Purchase Price.

(a) Purchase Price. The purchase price to be paid for the Acquired Assets (the "Purchase Price") will consist of the following: (i) Buyer's assumption of the Assumed Liabilities, plus (ii) the Property Tax Purchase Price Adjustment, minus (iii) the Acquired Subsidiary Accrued Taxes, plus (iv) a credit bid pursuant to section 363(k) of the Bankruptcy Code in an amount equal to $90,000,000, consisting of the Crestline DIP Obligations and a portion of the Crestline Prepetition Obligations.

(b) Allocation of Purchase Price. Buyer shall, within 90 days of the Closing, identify the allocation of the Purchase Price (including any Assumed Liabilities and other non-cash amounts properly taken into account under the IRC) in accordance with IRC Section 1060 and the fair market allocation principles set forth on Schedule 2.5(b) (the "Purchase Price Allocation"). Buyer and Sellers agree (and agree to cause their respective Affiliates) to prepare, execute, and file IRS Form 8594 and all Tax Returns on a basis consistent with the Purchase Price Allocation, as finally determined hereunder. None of the parties will take any position inconsistent with the Purchase Price Allocation, as finally determined hereunder, on any Tax Return or in any audit or Tax proceeding, unless otherwise required by a final determination by a Governmental Authority. Notwithstanding the foregoing, the parties hereto recognize that certain allocations may be necessary prior to the above time schedule, such as in the case of any Transfer Tax filings, and agree to reasonably cooperate in determining the appropriate allocation in a timely manner. The parties hereto agree and intend that the transactions set forth herein shall be treated as a taxable asset acquisition and shall file all Tax Returns in a manner consistent therewith unless there is a "determination" within the meaning of IRC Section 1313 to the contrary. Notwithstanding any other

provision of this Agreement, the terms and provisions of this Section 2.5(b) shall survive the Closing without limitation.

2.6 Closing.

(a) The consummation of the sale and purchase of the Acquired Assets provided for in this Agreement (the "Closing") shall take place via the electronic exchange of executed documents and other closing deliveries via e-mail transmission, on the third Business Day after the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Article 8 or Article 9 (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing, but subject to the satisfaction or waiver thereof at the Closing), or at a date and time as the parties may mutually agree after the entry of the Sale Order (the "Closing Date").

(b) Transfer Taxes. Buyer shall be responsible for all documentary, stamp, transfer (including real property transfer), motor vehicle registration, sales, use, value added, excise and other similar non-income Taxes and all filing and recording fees (and any interest, penalties and additions with respect to such Taxes and fees) arising from or relating to the consummation of the transactions contemplated by this Agreement (collectively, "Transfer Taxes"), regardless of the party on whom Liability is imposed under the provisions of the Applicable Laws relating to such Transfer Taxes. Sellers and Buyer will consult and cooperate on a reasonable basis in preparing and timely filing all Tax Returns with respect to any Transfer Taxes and will cooperate on a reasonable basis and otherwise take commercially reasonable efforts to obtain any available exemptions from or reductions in such Transfer Taxes. To the extent Sellers or any of their Affiliates are required by Applicable Law to pay any Transfer Taxes to a Tax Authority (including pursuant to a post-Closing adjustment or Order), Buyer will remit an amount equal to such Transfer Taxes to Sellers not less than five Business Days prior to the due date for such payment.

(c) Withholding Rights. Notwithstanding anything to the contrary in this Agreement, Buyer and its Affiliates shall be entitled to deduct and withhold from the consideration otherwise deliverable under this Agreement, and from any other payments otherwise required pursuant to this Agreement (other than from Excluded Cash), such amounts as Buyer or its Affiliates may be required to deduct and withhold with respect to any such deliveries and payments under applicable Law. To the extent that amounts are so withheld, they shall be treated for all purposes of this Agreement as having been delivered and paid to such Person in respect of which such deduction and withholding was made.

(d) Straddle Periods. In the case of any Straddle Period, (i) all Property Taxes for any such period shall be apportioned between the Pre-Closing Tax Period and the Post-Closing Tax Period on a per diem basis and (ii) all other Taxes shall be apportioned between the Pre-Closing Tax Period and the Post-Closing Tax Period as if the Pre-Closing Tax Period ended at the close of business on the Closing Date.

(e) Tax Cooperation. In connection with the preparation of Tax Returns, or the preparation for or defense against any audits, examinations or any other proceedings relating to Taxes with respect to the Business or the Acquired Assets, the Parties will cooperate on a reasonable basis with each other, including the furnishing or making available during normal business hours of records, personnel (as reasonably required and in such manner as not to interfere unreasonably with the conduct of the Business or any other businesses of Buyer or Sellers), books of account, powers of attorney or other materials necessary or helpful for the preparation of such Tax Returns and the conduct of such audits, examinations or other proceedings.

(f) Section 338 Election. Upon the reasonable request and at the sole cost and expense of Buyer, Sellers shall cooperate with any pre-acquisition restructuring requested by Purchaser. Without

limitation of the foregoing, (i) Buyer (or its Affiliates) shall be entitled, in its sole discretion, to make an election under Section 338(g) or Section 338(e) of the IRC (or any similar provision of any state or local Law) with respect to the purchase of any Acquired Subsidiary; (ii) at the request of Buyer, in Buyer's sole discretion, Sellers shall make (and shall cause their relevant Affiliates to make) an election pursuant to Treasury Regulations Section 1.245A-5(e)(3)(i) (and any corresponding elections under applicable state or local Law) with respect to any Acquired Subsidiary; and (iii) Buyer may, in its sole discretion, make (and may cause its relevant Affiliates to make), and Sellers shall, at the request of Buyer, make or cooperate with Buyer in making an election to be effective on or prior to the Closing Date pursuant to Treasury Regulations Section 301.7701-3 (and any corresponding elections under applicable state or local Law) with respect to any Acquired Subsidiary.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller represents and warrants to Buyer as follows, with each applicable representation and warranty being qualified by the necessity for the entry of the Sale Order. Notwithstanding anything to the contrary in this Agreement or otherwise, none of the representations or warranties of Sellers shall survive the Closing, and all such representations and warranties shall terminate and be of no force or effect immediately upon the Closing.

3.1 Status.

(a) Each Seller and each Acquired Subsidiary is duly incorporated or organized, validly existing and in good standing under the Laws of its respective state of formation. Each Seller and each Acquired Subsidiary has the requisite power and authority to carry on the Business as it is now being conducted and to own, lease and operate the Business and the Acquired Assets. Each Seller and each Acquired Subsidiary is duly authorized to do business and is in good standing as a foreign corporation or entity in each jurisdiction where the ownership or operation of the Acquired Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not, individually or in the aggregate, have a Material Adverse Effect.

(b) No Seller or Acquired Subsidiary has any Subsidiaries or equity interests in any Person except as set forth on Schedule 3.1(b). Schedule 3.1(b) sets forth each record and beneficial owner of all of the issued and outstanding equity interests of each of the Acquired Subsidiaries (the "Subsidiary Interests"). The Subsidiary Interests represent the only issued and outstanding shares of capital stock, membership interests or other ownership interests of the Acquired Subsidiaries, all of which (a) have been duly authorized and validly issued and, to the extent such concepts apply, are fully paid and non-assessable, (b) have been issued in compliance with all applicable Laws, including securities Laws, and all applicable Contracts and (c) are owned beneficially and of record by one or more Sellers or Acquired Subsidiaries, as set forth on Schedule 3.1(b), in all cases, free and clear of all Liens (except Permitted Liens). There are no outstanding options, warrants, rights, calls, subscriptions, claims of any character, agreements, obligations, convertible or exchangeable securities or other commitments, contingent or otherwise, of any kind obligating any Acquired Subsidiary to issue, directly or indirectly, any additional shares of capital stock, membership interests or other equity securities. Except as set forth on Schedule 3.1(b), no former equity owner of any Acquired Subsidiary or any of its predecessors, and no former holder of any right to acquire any interest in an Acquired Subsidiary or any of its predecessors (whether by warrant, option, convertible instrument or otherwise), has any claim or rights against such Acquired Subsidiary. Except as set forth on Schedule 3.1(b), there are no Contracts relating to the issuance, sale, transfer or voting of any of the Subsidiary Interests.

3.2 Authority.

(a) Subject to the Bankruptcy Court's entry of the Bidding Procedures, each Seller has all requisite power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and all Related Agreements to which each Seller is a party have been duly authorized by each Seller, and no other action on the part of any Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the transactions contemplated hereby or thereby.

(b) This Agreement has been duly and validly executed and delivered by each Seller, and, upon execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which any Seller is a party will have been duly and validly executed and delivered by such Seller. Assuming that this Agreement constitutes a valid and legally binding obligation of Buyer, this Agreement constitutes the valid and legally binding obligations of Sellers, enforceable against Sellers in accordance with its terms and conditions. Assuming, to the extent that it is a party thereto, that each Related Agreement to which Buyer is a party constitutes a valid and legally binding obligation of Buyer, each Related Agreement to which a Seller is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of such Seller, enforceable against such Seller in accordance with its respective terms and conditions.

3.3 Contracts.

(a) Schedule 3.3(a)(* - solely as to the subsections identified with an asterisk below) sets forth a list of the following Contracts to which any Seller or and Acquired Subsidiary is a party with respect to the Business or the Acquired Assets:

(i) (*)any Contract for the lease of personal property (whether operating or capital leases) to or from any Person providing for lease payments in excess of $50,000 per annum;

(ii) (*)any Contract for the purchase or sale of equipment, supplies, products or other personal property, the performance of which will extend over a period of more than three (3) months after the Closing Date or involves consideration in excess of $100,000 per annum;

(iii) (*)any Contract for services involving consideration in excess of $250,000 per annum;

(iv) any Contract that is a collective bargaining agreement;

(v) (*)any material licenses of Intellectual Property to or from any Person (other than licenses for commercially available, off-the-shelf or click-wrap software);

(vi) (*)any employment Contract as to which an Employee is entitled to receive an annual salary in excess of $200,000 and all material severance Contracts;

(vii) (*)any Contract prohibiting any Seller or the Business from freely engaging in any business, including any restrictions on the ability of Sellers or the Business to compete or engage in any line of business or with any Person or in any geographic area or market (including exclusivity covenants);

(viii) any Contract relating to Indebtedness;

(ix) (*)any Contract that involves the lease of real property (as landlord or tenant) or that obligates any Seller to purchase real property;

(x) any Contract that creates or governs a partnership, joint venture, strategic alliance or similar arrangement;

(xi) (*)any Contract (other than purchase orders accepted or confirmed in the ordinary course of business) with the ten (10) largest customers of the Business, based on revenues during the twelve (12) month period ended December 31, 2025;

(xii) (*)any Contract (other than purchase or equipment orders entered into in the ordinary course of business) with the ten (10) largest suppliers of the Business, based on expenditures during the twelve (12) month period ended December 31, 2025;

(xiii) any Contract with any Related Party;

(xiv) (*)any Contract involving a Governmental Authority or pursuant to which a product or service of a Seller or the Business is ultimately provided to a Governmental Authority;

(xv) any Contract involving the acquisition or disposition of any business enterprise, whether via merger, stock or asset purchase or otherwise;

(xvi) (*)any Contract containing a "most favored nation" pricing arrangement, special warranties, agreements to take back or exchange goods, consignment arrangements or similar understandings;

(xvii) any Contract granting to any Person a first refusal, first offer or similar preferential right to purchase or acquire any of the ownership interests of a Sellers or the Business, or any right, asset or property of a Seller or the Business;

(xviii) (*)any Contract related to the settlement or compromise of any Proceeding or threatened Proceeding, in each case, that was entered into (A) on or after January 1, 2022 or (B) at any time that contains ongoing obligations of any Seller or Acquired Subsidiary; and

(xix) (*)any other Contract that is material to the Business, taken as a whole.

(b) With respect to each Contract listed on Schedule 3.3(a): (i) such Contract is in full force and effect and constitutes the valid and legally-binding obligation of the applicable Seller or Acquired Subsidiary and, to the Knowledge of Sellers, the counterparty thereto, enforceable against such Seller or Acquired Subsidiary and, to the Knowledge of Sellers, the counterparty thereto in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity; (ii) neither a Seller or Acquired Subsidiary nor, to the Knowledge of Sellers, the counterparty thereto is in material breach or default that presently would permit or give rise to a right of termination, modification or acceleration thereunder, other than such breaches or defaults that can be cured at Closing by the payment of Cure Amounts; and (iii) true, correct and complete copies of each such Contract has been made available to Buyer by Sellers.

3.4 Non-Contravention/Approvals and Consents.

(a) Neither the execution and delivery of this Agreement or any Related Agreement, nor the consummation of the transactions contemplated hereby or thereby, will (i) conflict with or result in a breach of the certificate of formation, operating agreement or other organizational documents of any Seller or Acquired Subsidiary, (ii) violate any material Law to which any Seller or Acquired Subsidiary is, or its respective assets or properties is, subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any Contract to which any Seller or Acquired Subsidiary is a party or by which it is bound or to which any of the Acquired Assets is subject and which would be enforceable notwithstanding section 365 of the Bankruptcy Code, except, in each case, as set forth on Schedule 3.4(* - solely with respect to disclosures against the foregoing clause (iii)).

(b) The execution, delivery and performance by Sellers of this Agreement and the Related Agreements and the consummation by them of the transactions contemplated hereby and thereby will not require any Consent, Permit, license or approval of, or filing with or notice to, any Person under any provision of Law applicable to any Seller, any Acquired Subsidiary, the Business or the Acquired Assets, except for: (a) the entry of the Bidding Procedures Order, (b) the entry of the Sale Order, (c) consent from parties to any Contracts or Permits, after taking into account section 365 of the Bankruptcy Code, listed on Schedule 3.4 and (d) Consents, approvals, authorizations, declarations, filings, and registrations, the lack of which would not be material to Sellers, the Acquired Subsidiaries, the Business or the Acquired Assets.

3.5 Acquired Assets. Schedule 3.5(*) contains a description of each item of Tangible Personal Property having an original cost in excess of $100,000.

3.6 Compliance with Law. Except as set forth on Schedule 3.6-1, the Business, the Acquired Assets, Sellers and the Acquired Subsidiaries are, and have for the past three (3) years been, in compliance in all material respects with all requirements of Law and all requirements of all Governmental Authorities having jurisdiction over any of them, the operation of the Business and the use of their properties and assets (including the Acquired Assets). Without limiting the foregoing, Sellers and the Acquired Subsidiaries have obtained all material licenses, Permits, certificates and authorizations needed or required for the operation of the Business and the ownership of the Acquired Assets, a true and complete listing of which is contained on Schedule 3.6-2(*), and all such material licenses, Permits, certificates and authorizations remain in full force and effect and no Seller or Acquired Subsidiary is in default or violation of any thereof. All required filings with respect to the material Permits included in the Acquired Assets have been made and all required applications for renewal thereof have been filed.

3.7 Insurance. Schedule 3.7(* - solely with respect to non-U.S. Insurance Policies) sets for a true and complete list of the Insurance Policies (including the providers, policy numbers, limits, deductibles and premiums thereunder) maintained by Sellers or the Acquired Subsidiaries. Such Insurance Policies are commercially reasonable for the Business. All of such Insurance Policies are in full force and effect and Sellers and the Acquired Subsidiaries are not in default of any material provision thereof. No Seller or Acquired Subsidiary has received written or, to the Knowledge of Sellers, oral notice from any issuer of any such Insurance Policies of such insurer's intention to cancel, terminate or refuse to renew any Insurance Policies issued by it. Except as disclosed on Schedule 3.7, there is no material claim pending under any of the Insurance Policies, and no material claim thereunder made between January 1, 2024 and the date hereof has been denied.

3.8 Employment Matters.

(a) Except as set forth on Schedule 3.8(a)(*), there are no, and have never been, any collective bargaining agreements covering employees of the Business, and there are no written or oral

agreements relating to the terms and conditions of employment or termination of employment, covering any employees, consultants or agents of the Business. Except as listed and described in Schedule 3.8(a)(*), none of the employees of the Business have written employment contracts. No Seller or Acquired Subsidiary is engaged in any unfair labor practice or other unlawful employment practice, and there are no unfair labor practice charges or other employee-related complaints, grievances or arbitrations, against Sellers or the Acquired Subsidiaries pending before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Department of Labor, any arbitration tribunal or any other Governmental Authority by or concerning Sellers' or the Acquired Subsidiaries' employees. There is no strike, picketing, slowdown, lockout or work stoppage by or concerning such employees pending against or involving Sellers or the Acquired Subsidiaries, nor, to the Knowledge of Sellers, are any such strikes, picketing, slowdowns, lockouts or work stoppages planned. No representation question is pending or threatened respecting any of Sellers' or the Acquired Subsidiaries employees. Sellers have delivered to Buyer copies of all letters, memoranda of understanding, past practices, assurances or other agreements modifying such collective bargaining agreements and other similar employee agreements.

(b) Sellers have provided to Buyer the names of all present employees of Sellers and the Acquired Subsidiaries and the positions, job titles, date of hire, exempt or non-exempt employment status, whether active or on leave of absence, part-time or full-time, regular hourly wage rate, and bonus or commission entitlement, total annual compensation and accrued vacation and sick time of each.

(c) There has been no "mass layoff" or "plant closing" as defined by the WARN Act or "mass termination" or similar event with respect to any Seller or Acquired Subsidiary within the five (5) year period prior to Closing.

(d) Each Seller and Acquired Subsidiary is, and has for the past three (3) years been, in compliance in all material respects with all applicable Laws regarding labor, employment and employment practices, including all Laws relating to terms and conditions of employment, wages and hours, meal and rest breaks, employee leaves, discrimination and harassment, immigration, workplace safety and health, "mass layoffs" and "plant closings" (as those terms are defined in the WARN Act), worker classification (including classification of any person as exempt or non-exempt or as an independent contractor rather than an employee) and workers' compensation.

3.9 Intangible Property.

(a) Sellers and the Acquired Subsidiaries have all right, title and interest in and to all Intangible Property necessary to the conduct of the Business as presently operated. Schedule 3.9(* - solely with respect to unregistered Intellectual Property) contains a description of all material Intangible Property (excluding commercially available off-the-shelf software on standard license terms) owned by or in which Sellers or the Acquired Subsidiaries have an interest in and, as applicable, the owner(s) of record (and, in the case of domain names, the registrar), jurisdiction of application or registration, the application or registration number, and the date of application or registration. No Seller or Acquired Subsidiary has received any written or, to the Knowledge of Sellers, oral notice of any claim that any Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and, to the Knowledge of Sellers, there is no basis for any such claim of conflict). The Business has the sole and exclusive right to use the Intangible Property. To the Knowledge of Sellers, no service provided by the Business or any programming or other material used, broadcast or disseminated by the Business infringes upon any copyright, patent or trademark of any other party. No Intellectual Property used in or useful to the Business is owned, in whole or in part, by any other Person (including any Affiliates or other direct or indirect owners of Sellers).

(b) To the Knowledge of Sellers, the execution, delivery and performance of this Agreement and the Related Agreements and the consummation of the transactions contemplated hereby and thereby will not result in the loss, forfeiture, termination, license, or impairment of, or give rise to any obligation to transfer or to create, change or abolish, or limit, terminate, or consent to the continued use of any material Intellectual Property owned or used by any Seller or Acquired Subsidiary in the Business as currently conducted, except with respect to Intellectual Property relating to Contracts that are not Assigned Contracts and except any such matters that would not, without compliance, give rise to a Material Adverse Effect.

(c) No Intellectual Property owned or used by any Seller or Acquired Subsidiary is or has been the subject of, any lawsuit, or other judicial, administrative or arbitral proceeding ("Proceeding") or any judicial, administrative or arbitral order, judgment, award, order, decree, injunction, settlement or stipulation that bars or limits the use of such rights (excluding oppositions, rejections, orders or rulings issued in the context of the application for registration of any owned Intellectual Property). No Seller or Acquired Subsidiary is, nor has any Seller or Acquired Subsidiary been, party to any Proceeding relating to its use of Intellectual Property, including any Proceeding involving any claim that such Seller or Acquired Subsidiary infringed, misappropriated, diluted or otherwise violated the rights of any third party. No software included in any owned Intellectual Property and tangible embodiments thereof have been placed in escrow. No Seller or Acquired Subsidiary has licensed any of its owned Intellectual Property.

(d) No Seller or Acquired Subsidiary has (i) received any written or, to the Knowledge of Sellers, oral communication alleging that any Intellectual Property owned or used by such Seller or Acquired Subsidiary is invalid or unenforceable, or challenging any such Seller's or Acquired Subsidiary's ownership of or right to use any such rights; (ii) received any written cease and desist, written invitation to license or other written communication alleging that such Seller or Acquired Subsidiary requires any license with respect to, or is infringing, misappropriating, diluting or otherwise violating the Intellectual Property licenses of any third party; or (iii) sent any written communication to or asserted or threatened in writing any action or claim against any Person involving or relating to any owned Intellectual Property.

(e) To the Knowledge of Sellers, the products and services as offered currently by any Seller or any Acquired Subsidiary, and the operation of the Business as currently conducted, do not infringe, misappropriate, dilute or otherwise violate the rights of any third party. To the Knowledge of Sellers, no third party has or is infringing on, misappropriating or otherwise violating any owned Intellectual Property.

(f) No owned Intellectual Property was developed, in whole or in part (i) pursuant to or in connection with the development of Intellectual Property for any standards-setting bodies, industry groups, or other similar standards organizations, (ii) under contract with or using the resources of any Governmental Authority, academic institution or other entity that would subject any owned Intellectual Property to the rights of any Governmental Authority, academic institution or other entity, (iii) under any grants or other funding arrangements with third parties, or (iv) to the Knowledge of Sellers, using any software, software development toolkits, databases, libraries, scripts, or other, similar modules of software that are subject to "open source" or similar license terms in a manner that subjects the software included in Intellectual Property licenses to any copyleft license or that requires or purports to require any Seller to grant any license with respect to its owned Intellectual Property.

3.10 Brokers. Other than payments due to SSG Capital Advisors, LLC, there is no other broker or finder or other Person entitled to a commission or brokerage fee or similar payment in connection with this Agreement, any Related Agreement or the transactions contemplated hereby or thereby as a result of any agreement of, or action taken by, Sellers or the Acquired Subsidiaries.

3.11 Title to Assets. Sellers have good and valid title to, or the right to use, or a valid and enforceable leasehold interest in, the Acquired Assets, free and clear of all Liens (other than Permitted Liens) and the Liens set forth on Schedule 3.11. The Acquired Subsidiaries have good and valid title to, or the right to use, or a valid and enforceable leasehold interest in, their respective properties and assets, free and clear of all Liens (other than Permitted Liens) and the Liens set forth on Schedule 3.11. Pursuant to the Sale Order, Sellers will convey to Buyer such title to or rights to use, all of the Acquired Assets, free and clear of all Liens (other than Permitted Liens) and Buyer will be vested with good and valid title to, or the right to use, or a valid and enforceable leasehold interest in, all of the Acquired Assets. Sellers and the Acquired Subsidiaries are the only operations through which the Business is conducted and, subject to Section 5.10, the Acquired Assets and the assets and properties of the Acquired Subsidiaries constitute all of the assets and properties necessary for the continued conduct of the business of Sellers and the Acquired Subsidiaries in the ordinary course of business immediately after the Closing. Schedule 3.11 identifies each parcel of real property used in connection with the operation of the Business. Neither Sellers nor the Acquired Subsidiaries own any real property in fee and, except as set forth on Schedule 3.3, have not sublet any Leased Real Property. To the Knowledge of Sellers, no pending condemnation proceeding affects any Leased Real Property.

3.12 Proceedings; Decrees. Except as set forth in Schedule 3.12, and other than the Bankruptcy Case, there is no Proceeding pending that (a) would reasonably be expected to be material to the Business or the Acquired Assets or (b) challenges the validity or enforceability of this Agreement or any Related Agreement or seeks to enjoin or prohibit consummation of the transactions contemplated hereby or thereby. Other than the Bankruptcy Case, no Seller or Acquired Subsidiary is subject to any outstanding judgment, decree, ruling, injunction, attachment, charge, writ, execution order or any other order of any Governmental Authority that would (i) reasonably be expected to be material to the Business or the Acquired Assets or (ii) prevent or materially delay any Seller's ability to consummate the transactions contemplated hereby or by any of the Related Agreements or perform in any material respect its obligations hereunder or thereunder.

3.13 Taxes.

(a) (i) Sellers and each Acquired Subsidiary have timely filed all material Tax Returns required to be filed by each of them with the appropriate Governmental Authorities in all jurisdictions in which such Tax Returns are required to be filed (taking into account any extension of time to file granted or to be obtained on behalf of Sellers or Acquired Subsidiaries), and all such Tax Returns are true, correct and complete; (ii) all Taxes shown as due on such Tax Returns and all other material Taxes otherwise due and owing by any Seller or Acquired Subsidiary have been timely paid (other than any Taxes not due as of the date of the filing of the Bankruptcy Case as to which subsequent payment was prohibited by reason of the Bankruptcy Case); and (iii) each Seller and Acquired Subsidiary has withheld and paid over to the appropriate Governmental Authority all material Taxes which it is required to withhold from amounts paid or owing to any employee, vendor, partner, member, stockholder, creditor or other Person. With respect to any sales that were exempt from sales and use Taxes, each Seller and Acquired Subsidiary has received and retained appropriate Tax exemption certificates and other documentation qualifying any such sale as exempt from sales and use Taxes. Schedule 3.13(a) sets forth each jurisdiction in which each Seller or Acquired Subsidiary is required to file any Tax Return.

(b) (i) No federal, state, local or foreign audits or other proceedings have been commenced or are presently pending with regard to any Taxes or Tax Returns of any Seller or Acquired Subsidiary, (ii) no written notification has been received by any Seller or Acquired Subsidiary that such an audit or other proceeding has been proposed or threatened, (iii) no deficiency for any amount of Tax has been asserted or assessed in writing by a Governmental Authority against any Seller or Acquired Subsidiary that has not been paid, settled, withdrawn or otherwise resolved in full and (iv) no claim or nexus inquiry has been made by a Governmental Authority in a jurisdiction in which any Seller or Acquired Subsidiary

does not file a Tax Return or pay Taxes such that any Seller or Acquired Subsidiary is or may be subject to taxation by, or that any Seller or Acquired Subsidiary has or may have a duty to collect and pay over Taxes to, such jurisdiction.

(c) No Seller is a foreign person within the meaning of IRC Section 1445, and Buyer will not be required to withhold any amount for Taxes of Sellers from the Purchase Price or other consideration provided herein.

(d) There are no Liens for Taxes on any of the Acquired Assets, other than Permitted Liens.

(e) None of the Acquired Assets is stock, a partnership interests or other equity interests for federal income Tax purposes (other than the stock of an Acquired Subsidiary).

(f) No Seller or Acquired Subsidiary is party to or beneficiary of any Tax abatement, Tax reduction, Tax exemption or payment in lieu of Taxes agreement or arrangement with any Governmental Authority.

(g) No Seller or Acquired Subsidiary has waived any statute of limitations in respect of Taxes that remain unpaid or agreed to any extension of time with respect to an open Tax assessment or deficiency or filing of a Tax Return (other than automatic extensions in the ordinary course of business).

(h) No Seller or Acquired Subsidiary has been a party to a transaction that is or is substantially similar to a "listed transaction," as such term is defined in Treasury Regulations Section 1.6011-4(b)(2), or any other transaction requiring disclosure under analogous provisions of state, local or foreign Tax law.

(i) No Seller or Acquired Subsidiary is a party to any Tax indemnity, Tax allocation or Tax sharing agreement, other than any such agreement entered into in the ordinary course of business the principal purpose of which is not related to Tax.

(j) There are no requests for rulings pending between any Seller or Acquired Subsidiary and any Governmental Authority.

(k) None of the Acquired Subsidiaries (i) is or has been a member of a consolidated, combined, unitary, affiliated or similar Tax group (other than a group exclusively consisting of other Acquired Subsidiaries), or (ii) has any liability for Taxes of any other Person (other than members of a group exclusively consisting of other Acquired Subsidiaries), as a transferee or successor, by Contract or otherwise.

(l) No Acquired Subsidiaries has (or has had) a permanent establishment or taxable presence in any country other than the country where such Acquired Subsidiaries is organized.

(m) None of the Acquired Subsidiaries (or Buyer or any of its Affiliates in respect of any Acquired Subsidiary) will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Post-Closing Tax Period as a result of (i) a change in any method of accounting made on or prior to the Closing; (ii) a closing agreement (or similar agreement under any corresponding or similar provision of Law) executed on or prior to the Closing; (iii) an installment sale or open transaction disposition made on or prior to the Closing Date; (iv) any prepaid amount received or deferred revenue accrued on or prior to the Closing Date; (v) the application of Section 951 or Section 951A of the IRC with respect to income earned or recognized or payments received on or prior to the Closing

Date (regardless of when such income is taken into account for Tax purposes) or (vi) an election under Section 965(h) of the IRC.

3.14 Employee Benefits.

(a) Schedule 3.14(a)(* - solely with respect to non-U.S. Benefit Plans) lists all material "employee benefit plans," as defined in section 3(3) of ERISA, whether or not subject to ERISA, including any multiemployer plans as defined in section 3(37) of ERISA ("Multiemployer Plan"), and all other material employee benefit plans, employment agreements or arrangements, including bonus or incentive plans, change-of-control, deferred compensation arrangements, severance pay, sick leave, fringe benefit, vacation pay, disability, medical insurance and life insurance maintained, sponsored or contributed to (or required to be contributed to) by Sellers and the Acquired Subsidiaries with respect to their current or former directors, officers, employees, contractors or consultants (or the dependents or beneficiaries thereof) or for which Sellers or the Acquired Subsidiaries may have liability, including by reason of being or having (or having been or having had) an ERISA Affiliate (the "Benefit Plans"). Neither Sellers nor the Acquired Subsidiaries have any material liability with respect to any plan or arrangement of the nature described in this Section 3.14(a) other than the Benefit Plans.

(b) Sellers have delivered or made available to Buyer, true, correct and complete copies of the following documents, with respect to each Benefit Plan, as applicable: (i) the plan document for each Benefit Plan (and all amendments thereto), and in the case of an unwritten Benefit Plan, a written description thereof, and any trust agreement, investment management contract, custodial agreement or insurance contract relating to such plan, (ii) the most recent summary plan description and all summaries of material modifications thereto, (iii) the most recently filed annual reports on Form 5500 and all schedules thereto, (iv) the most recent determination or opinion letter, (v) the most recent actuarial and financial statements and (vi) all correspondence relating to any such Benefit Plan between Sellers, their Affiliates or their respective representatives and any government agency or regulatory body within three (3) years of the date hereof.

(c) Each Benefit Plan sponsored by Sellers that is intended to qualify under IRC Section 401 is so qualified and has been determined by the IRS to be so qualified, and each trust created thereunder has been determined by the IRS to be exempt from tax under the provisions of IRC Section 501(a), and nothing has occurred which could reasonably be expected to result in the revocation of such favorable determination or the ability of Sellers to rely on such determination or opinion letter. Each Benefit Plan complies in form and has been maintained, operated and administered in accordance with its terms and the requirements of all applicable Laws, including ERISA and the IRC, except as would not create a material liability following the Closing for which Buyer has responsibility. There are no actions, suits or claims pending or, to the Knowledge of Sellers, threatened, against or with respect to any Benefit Plan or the assets or fiduciary of any Benefit Plan, other than routine claims for benefits.

(d) Except as listed and described in Schedule 3.14(d), (i) no Benefit Plan is a Multiemployer Plan, or other defined benefit pension plan that is subject to Title IV or Section 302 of ERISA or IRC Section 412, or a "multiple employer plan" within the meaning of Section 210(a) of ERISA or IRC Section 413(c); and (ii) no Seller, nor any of their respective ERISA Affiliates, has sponsored, contributed to, had any liability (contingent or otherwise) or been required to contribute to a Multiemployer Plan or other pension plan subject to Title IV or Section 302 of ERISA or IRC Section 412 at any time within the previous six (6) years.

(e) Except as set forth in Schedule 3.14(e), (i) neither Sellers nor any of their respective Affiliates has incurred any liability in the last six (6) years on account of a "complete withdrawal" or a "partial withdrawal" (within the meaning of Sections 4203 and 4205 of ERISA, respectively) from any

Multiemployer Plan, and (ii) no Multiemployer Plan has been terminated or has been in or is expected to become insolvent (within the meaning of Section 4245 of ERISA) or is in "endangered," "critical," or "critical and declining" status (within the meaning of IRC Section 432 or Section 305 of ERISA) so as to result directly or indirectly in any increase in contributions or other liability to Sellers or any of their respective Affiliates. With respect to any Multiemployer Plan that has requested and received approval from the PBGC with respect to any special withdrawal liability rules, to the Knowledge of Sellers, no conditions or pending acts or omissions exist which would be expected to result in the loss, revocation, denial or failure to meet the requirements of such special withdrawal liability rules. Neither Sellers nor any of their respective Affiliates has any current or contingent liability or obligation on account of at any time being considered a single employer with any other Person under IRC Section 414.

(f) No Benefit Plan provides benefits, including death or medical benefits, beyond termination of service or retirement, other than (i) coverage mandated by Law or (ii) death or retirement benefits under a Benefit Plan qualified under IRC Section 401(a); and no Seller, nor any of their respective ERISA Affiliates, has made a written or oral representation promising the same.

(g) With respect to each group health plan benefiting any current or former employee of Sellers or any ERISA Affiliate that is subject to IRC Section 4980B, Sellers and each ERISA Affiliate has complied with the continuation coverage requirements of IRC Section 4980B and Part 6 of Subtitle B of Title I of ERISA.

(h) No Seller has engaged in any transaction subject to Section 4069 of ERISA.

(i) Except as set forth on Schedule 3.14(i), neither the execution and delivery of this Agreement or the Related Agreements nor the consummation of the transactions contemplated hereby or thereby could reasonably be expected to result in any payment becoming due from Sellers or the Acquired Subsidiaries to any current or former officer, employee, director or consultant, or accelerate the time of payment, vesting or funding of any benefit or compensation, or increase the amount or value of any benefit or compensation due or required to be provided to any current or former officer, employee, director or consultant (or the dependents of such Persons) of Sellers or the Acquired Subsidiaries.

3.15 Environmental Matters.

(a) The operations of Sellers and the Acquired Subsidiaries are, and for the last five (5) years have been, in compliance with all applicable Environmental Laws in all material respects, which compliance includes obtaining, maintaining and complying with all material Permits issued pursuant to Environmental Laws necessary to operate the Business and the Acquired Assets.

(b) Neither Sellers nor the Acquired Subsidiaries are the subject of any outstanding Proceeding with any Governmental Authority with respect to Environmental Laws.

(c) Neither the Sellers nor the Acquired Subsidiaries are the subject of any pending or threatened Proceeding alleging that Sellers, the Acquired Subsidiaries or any of their respective tenants or occupants may (i) be in violation of any Environmental Law, or any permit or authorization issued pursuant to Environmental Law, or (ii) have any material liability related to any violation of any Environmental Law or a Release or threat of Release of any Hazardous Substance.

(d) There are no pending or threatened (in writing) investigations of Sellers or the Acquired Subsidiaries, or currently or previously owned, operated or leased property of Sellers or the Acquired Subsidiaries, which would reasonably be expected to result in Sellers or the Acquired Subsidiaries

incurring liability arising from violation of an Environmental Law or a Release or threat of Release of any Hazardous Substance.

(e) Neither Sellers nor the Acquired Subsidiaries have assumed, undertaken, agreed to provide indemnification for or otherwise become subject to any material Liabilities of any other Person relating to or arising from any Environmental Laws.

(f) Sellers' and the Acquired Subsidiaries' services and operations in connection with the Business have not given rise to exposure of persons to Hazardous Substances in a manner that would reasonably be expected to give rise to liability under any Environmental Laws.

3.16 Financial Statements.

(a) Schedule 3.16(a) contains true, correct and complete copies of (a) the consolidated balance sheets, income statements and statements of cash flows of Sellers and the Acquired Subsidiaries as of and for the calendar years ended December 31, 2024 and December 31, 2025 (the "Annual Financial Statements"); and (b) the consolidated balance sheet, income statement and statement of cash flows of Sellers and the Acquired Subsidiaries as of and for the two-month period ended February 28, 2026 (the "Interim Financial Statements" and, together with the Annual Financial Statements, the "Financial Statements").

(b) The Financial Statements present fairly, in all material respects, the financial position, results of operations and cash flows of Sellers and the Acquired Subsidiaries as of the dates and for the periods indicated in such Financial Statements, have been prepared in accordance with the books of account and other financial records of Sellers and have been prepared in conformity with GAAP (except, in the case of the Interim Financial Statements, for the absence of footnote disclosures and other presentation items and for normal year-end adjustments that are not material, individually or in the aggregate).

(c) Neither Sellers nor the Acquired Subsidiaries have any liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due, regardless of when asserted), except: (i) liabilities specifically reflected in the most recent Interim Financial Statements; or (ii) liabilities that have arisen after the date of the most recent Interim Financial Statements in the ordinary course of business consistent with past practice, none of which relate to (A) breach of any Contract, (B) breach of warranty, (C) tort, (D) infringement, (E) violation of Law or the order of any Governmental Authority, or (F) any environmental liability.

3.17 Accounts Receivable. All Receivables (other than intercompany receivables) represent sales actually made in the ordinary course of business or valid claims as to which full performance has been rendered by such Seller or Acquired Subsidiary. There are no material disputes with respect to any of the Receivables reflected on the balance sheet included in the Interim Financial Statements that have not been reserved for in the Interim Financial Statements.

3.18 Certain Payments. No Seller or Acquired Subsidiary, nor any director or officer or, to the Knowledge of Sellers, other employee or other Person acting on behalf of a Seller or Acquired Subsidiary has, directly or indirectly, (a) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any Person, regardless of form, whether in money, property or services, (i) to obtain favorable treatment in securing business for any Seller or Acquired Subsidiary, (ii) to pay for favorable treatment for business secured by any Seller or Acquired Subsidiary, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of any Seller or Acquired Subsidiary or (iv) in violation of any Law; or (b) established or maintained any fund or asset with respect

to any Seller or Acquired Subsidiary that has not been recorded in the books and records of such Seller or Acquired Subsidiary.

3.19 Products. Each product or service sold, designed, distributed, leased, provided or otherwise delivered by a Seller, Acquired Subsidiary or the Business has been in conformity, in all material respects, with all applicable contractual commitments and all express and implied warranties, and no Seller, Acquired Subsidiary or the Business has any liability for replacement or repair of any such products or services or other damages in connection therewith, except as may be required by the applicable standard terms and conditions of sale, lease or service or by applicable Law which cannot be disclaimed, if any. No product or service sold, designed, distributed, leased, provided or otherwise delivered by a Seller, Acquired Subsidiary or the Business is subject to any guaranty, warranty or other indemnity beyond the applicable standard terms and conditions of sale, lease or service. Schedule 3.19(* - solely with respect to non-U.S. terms) sets forth true, correct and complete copies of the standard terms and conditions of sale, lease or service of Sellers and the Acquired Subsidiaries (containing applicable guaranty, warranty and indemnity provisions). To the Knowledge of Sellers, no Seller, Acquired Subsidiary or the Business has any liability, and to the Knowledge of Sellers, there is no basis for any present or future Proceeding against a Seller, Acquired Subsidiary or the Business giving rise to any liability, arising out of product liability obligations or claims as a result of the ownership, possession or use of a product or service sold, designed, distributed, leased, provided or otherwise delivered by a Seller, Acquired Subsidiary or the Business.

3.20 Related Party Transactions. Except as set forth on Schedule 3.20, no Seller or any of their respective Affiliates, nor any current or former director, manager, officer or employee of a Seller or an Acquired Subsidiary, or their respective Affiliates, (a) has or has had any direct or indirect interest in, or is or was a director, manager, officer or employee of, any Person that is a client, customer, supplier, lessor, lessee, debtor, creditor or competitor of a Seller, Acquired Subsidiary or the Business, (b) has or has had any direct or indirect interest in any material property, asset or right that is owned or used by a Seller, Acquired Subsidiary or the Business or (c) is, or at any time in the last three (3) years has been, a party to any Contract or transaction (other than any Benefit Plan) with a Seller, Acquired Subsidiary or the Business.

3.21 Conduct of Business. Since December 31, 2025, the Business and operations of each Seller and each Acquired Subsidiary has been conducted in the ordinary course of business consistent with past practice. Without limiting the generality of the foregoing, since December 31, 2025, except as set forth on Schedule 3.21, no Seller, Acquired Company or the Business has taken any action that would require the consent of Buyer pursuant to Section 5.1 if taken following the date hereof and prior to the Closing.

3.22 Banks. Schedule 3.22 contains a complete and correct list of the names and locations of all banks in which any Seller or Acquired Subsidiary has accounts or safe deposit boxes and the names of all persons authorized to draw thereon or to have access thereto. Except as set forth in Schedule 3.22, no Person holds a power of attorney to act on behalf of any Seller or Acquired Subsidiary with respect to any such accounts or safe deposit boxes.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers:

4.1 Status. Buyer is duly organized, validly existing and in good standing under the Laws of the state of its formation. Buyer has the requisite power to enter into and complete the transactions contemplated by this Agreement.

4.2 Authority. All actions necessary to be taken by or on the part of Buyer in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement and

the Related Agreements have been duly and validly authorized, executed and delivered by Buyer and constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with and subject to its terms, subject to applicable bankruptcy, insolvency, moratorium, or other similar Laws relating to creditors' rights and general principles of equity.

4.3 No Conflicts. Neither the execution, delivery nor the performance by Buyer of this Agreement and the Related Agreements nor the consummation by Buyer of the transactions contemplated hereby will: (a) conflict with or violate the certificate of formation of or other organizational documents of Buyer; or (b) violate any judgment, decree, order, statute, rule or regulation applicable to Buyer.

4.4 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of or action taken by Buyer.

4.5 Approvals and Consents. Except as required by the Bankruptcy Court, the execution, delivery and performance by Buyer of this Agreement and the Related Agreements and the consummation by it of the transactions contemplated hereby will not require any Consent, permit, license or approval of, or filing with or notice to, any Governmental Authority or other Person under any provision of Law applicable to Buyer or any contract or other agreement to which Buyer is a party, except for: (a) the entry of the Bidding Procedures Order, and (b) the entry of the Sale Order.

4.6 Good Faith Purchaser. Buyer is a "good faith" purchaser, as such term is used in the Bankruptcy Code and the court decisions thereunder (such that Buyer is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Acquired Assets). Buyer has negotiated and entered into this Agreement in good faith and without collusion or fraud of any kind.

4.7 As-Is Sale. Except as is otherwise expressly provided in this Agreement and any Related Agreements, the Acquired Assets are being sold without any representation or warranty as to merchantability or fitness for any particular purpose, and in an AS IS condition and WHERE IS basis, without survival or recourse after the Closing with respect to any representation or warranty of Sellers and Sellers are not providing any warranties and hereby disclaim any warranty (oral or written) concerning: (a) the nature and condition of the Acquired Assets or the Business and their suitability for any and all activities and uses that Buyer may elect to conduct with the Acquired Assets or the Business; (b) the manner, construction, condition and state of repair or lack of repair of any improvements of the Acquired Assets; and (c) the compliance of the Acquired Assets, the Business or their operation with any Laws, it being specifically understood that Buyer shall have full opportunity, during the inspection period, to determine for itself the condition of the Acquired Assets. In addition, except as otherwise expressly provided in this Agreement, Sellers make no representation or warranty with respect to any projections, estimates, or budgets heretofore delivered to or made available to Buyer or any of its Affiliates.

ARTICLE 5 COVENANTS OF SELLERS

5.1 Operation of the Business. Each Seller covenants and agrees that, from the date hereof until the completion of the Closing:

(a) Such Seller shall, and shall cause each Acquired Subsidiary to, continue to operate the Business in the ordinary course of business consistent with past practice and in compliance with all applicable Laws and the requirements and the orders of the Bankruptcy Court authorizing Sellers to obtain debtor-in-possession financing, and shall use, and shall cause each Acquired Subsidiary to use, commercially reasonable efforts to preserve the business organization of the Business intact, retain substantially as at the date of this Agreement the Business's employees, consultants and agents, and

preserve the goodwill of the Business's suppliers, advertisers, customers and others having business relations with it.

(b) Such Seller shall, and shall cause each Acquired Subsidiary to, keep its books and accounts, records and files in the usual and ordinary manner in which the Business has been conducted in the past. Such Seller shall, and shall cause each Acquired Subsidiary to, collect the Business's Receivables only in the ordinary course of business consistent with past practice, and shall not materially discount, or otherwise reduce the amount owed in respect of, any Receivables.

(c) Nothing contained in this Agreement shall give Buyer any right to control the operations or any other matter relating to the Business prior to the Closing Date, and Seller shall have complete control of the operations and all other matters relating to the Business up to the Closing Date, subject to the provisions contained in this Agreement.

(d) Such Seller shall maintain the Acquired Assets, and shall cause each Acquired Subsidiary to maintain its assets, in the ordinary course of business, and maintain in effect, and cause each Acquired Subsidiary to maintain in effect, its and their current casualty and liability insurance on and with respect to the Business and the Acquired Assets consistent with past practice and in compliance with all applicable Laws and the requirements and the orders of the Bankruptcy Court authorizing Sellers to obtain debtor-in-possession financing.

(e) Prior to the Closing Date, except as set forth on Schedule 5.1(e)(*), such Seller shall not, and shall cause each Acquired Subsidiary not to, without the prior written consent of Buyer, unless otherwise authorized by the Bankruptcy Court:

(i) sell, lease, transfer or encumber, or agree to sell, lease, transfer or encumber, any of its properties or assets, including the Acquired Assets, except in the ordinary course of business consistent with past practice;

(ii) enter into, renew, renegotiate, modify, amend or terminate any Contract required to be set forth on Schedule 3.3(a), in each case, except in the ordinary course of business;

(iii) enter into any Contract with respect to the Business, except in the ordinary course of business;

(iv) other than as required by any Benefit Plan disclosed on Schedule 3.14(a) or Law, (A) increase the level of compensation of any director, officer Employee or independent contractor, (B) increase the coverage or benefits available under any Benefit Plan to any director, officer, Employee or independent contractor, (C) establish, adopt, enter into, amend or terminate any Benefit Plan or plan, agreement or arrangement that would have been a Benefit Plan had it been in effect on the date hereof or (D) take any action to accelerate the vesting or payment of any compensation or benefits for any current or former officer, director, Employee or independent contractor;

(v) terminate, permit to expire, amend or fail to renew, obtain or preserve any material Permit or authorization with respect to the operations of the Business, the Acquired Subsidiaries or the ownership, use or lease of the Acquired Assets;

(vi) make any material loans or material advances;

(vii) incur, create, assume, guarantee or become liable for any Indebtedness;

(viii) use "liquidation," sales or use "brand sale," "going out of business," "out of business," "going out of business sale," "we quit," "quitting business," "everything must go," "liquidation/liquidating" or similar language with respect to the Business;

(ix) fail to maintain in full force and effect any filings necessary to maintain the owned Intellectual Property, other than in the ordinary course of business;

(x) hire or engage any new employee or individual independent contractor or terminate the employment or engagement of any employee or individual independent contract other than for cause;

(xi) offer, sell, provide any customer with a warranty plan or program, other than those issued or made available to a customer by (A) the manufacturer or vendor of the inventory sold to such customer or (B) a Seller or Acquired Subsidiary in the ordinary course of business and consistent with past practices existing on the petition date;

(xii) amend any Tax Returns, settle or compromise any audit with respect to Taxes, make or change any Tax election, change or adopt any method of Tax accounting, or take any other action that could reasonably be expected to affect Taxes with respect to the Acquired Assets for any Post-Closing Tax Period; or

(xiii) agree to do anything prohibited by this Section 5.1.

Further, Sellers agree to consult with Buyer on a regular basis, and at the reasonable request of Buyer, regarding any the foregoing.

5.2 Consents. Sellers shall, and shall cause each Acquired Subsidiary to, use their commercially reasonable efforts to obtain, at the earliest practicable date, all Consents contemplated by this Agreement. Sellers shall, and shall cause each Acquired Subsidiary to, cooperate with Buyer's efforts to secure required Consents to the assignment of the Assigned Contracts, including those consents specifically listed on Schedule 5.2(*).

5.3 Notice of Proceedings. Sellers will promptly notify Buyer in writing upon: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or any Related Agreement or the transactions contemplated hereunder or thereunder; (b) receiving any notice from any Governmental Authority of its intention (i) to institute an investigation into, or institute a suit or other Proceeding to restrain or enjoin, the consummation of this Agreement or such transactions or (ii) to nullify or render ineffective this Agreement or such transactions if consummated; or (c) the existence of any fact or circumstance, or the occurrence of any event, of which a Seller has knowledge that would reasonably be likely to cause a condition to a party's obligations to consummate the transactions contemplated hereby not to be satisfied as of the Closing Date.

5.4 Access. Upon the reasonable request of Buyer, Sellers shall, and shall cause each Acquired Subsidiary to, permit Buyer and its representatives to have access to all Leased Real Property, properties, books and records and Assigned Contracts included in the Acquired Assets during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of any Seller; provided, however, that, for avoidance of doubt, the foregoing shall not require any Person to waive, or take any action with the effect of waiving, its attorney-client privilege with respect thereto. Buyer shall,

upon reasonable notice to Sellers, be permitted to contact employees, vendors, customers, suppliers, licensors and licensees. Sellers shall be entitled to be present at any such meetings.

5.5 Bankruptcy Court Matters.

(a) On the Petition Date, Sellers shall serve and file a motion (the "Sale Motion") in the Bankruptcy Case requesting that the Bankruptcy Court (i) schedule the hearing for approving the Bidding Procedures, (ii) enter the Bidding Procedures Order (consistent with Section 5.5(b)) and (iii) enter the Sale Order at the final hearing on the Sale Motion. Thereafter, Buyer and Sellers shall take all actions as may be reasonably necessary to cause each of such orders to be issued, entered and become a Final Order. For the avoidance of doubt, Sellers may seek approval of the Sale Order and the Bidding Procedures Order in a single motion. Each of Sellers and Buyer agree to take any action reasonably necessary or appropriate to obtain the issuance and entry of the Bidding Procedures Order and the Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. In the event the entry of the Bidding Procedures Order or Sale Order shall be appealed, Sellers shall use commercially reasonable efforts to defend such appeals.

(b) The Bidding Procedures Order shall provide that: (i) if Sellers sell, transfer, lease or otherwise dispose of, directly or indirectly (including through an asset sale, stock sale, merger, or other similar transaction or pursuant to a plan of reorganization in the Bankruptcy Case) all or substantially all of the Acquired Assets or the Business in a transaction or a series of transactions with one or more Persons other than Buyer, in any circumstance, including in accordance with the Bidding Procedures Order (such an event being an "Alternate Transaction") on or prior to the date that is twelve (12) months after the date of the termination of this Agreement (other than as a result of an uncured Buyer breach hereof), Buyer shall be entitled to reasonably documented actual out-of-pocket fees and expenses (including legal, accounting and other fees and expenses) not to exceed $250,000 (the "Expense Reimbursement"), with such amount being payable solely upon the closing or consummation of such Alternate Transaction from cash proceeds therefrom; provided, however, that the closing or consummation of a transaction evidenced by a Qualified Bid (as defined in the Bidding Procedures Order) shall constitute an Alternate Transaction; (ii) a bid will not be considered by Sellers as a Qualified Bid for the Auction (as such terms are defined in the Bidding Procedures Order) unless such bid is for an amount equal to or more than, in cash, the aggregate sum of (A) the Purchase Price, and (B) the Expense Reimbursement; (iii) at the Auction (as defined in the Bidding Procedures Order) Buyer has the right to submit further bids along with a mark-up of this Agreement, and at any time, request that Sellers announce, subject to any new bids, the then current highest and best bid, and to the extent Buyer requests, use reasonable efforts to clarify any and all questions that Buyer may have regarding Sellers' announcement of the then highest or otherwise best, in the aggregate, bid; (iv) Buyer shall have standing to contest the highest or otherwise best, in the aggregate, bid selected by Sellers; and (v) the Expense Reimbursement shall be entitled to administrative expense priority under section 503(b)(1)(A) of the Bankruptcy Code and the obligation to pay in full in cash when due any amount owed by any Seller to Buyer under this Agreement, including the Expense Reimbursement, shall not be discharged, modified or otherwise affected by any plan of reorganization or liquidation for Sellers or by any other order of the Bankruptcy Court. For the avoidance of doubt, the Expense Reimbursement will only be payable if the Alternate Transaction is consummated.

(c) Sellers shall provide appropriate notice of the hearings on the Sale Motion, as is required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and all local rules, to all Persons entitled to notice, including all Persons that have asserted Liens in the Acquired Assets, all parties to the Assigned Contracts and all Tax Authorities and environmental authorities in jurisdictions applicable to Sellers. Sellers shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted, to the extent practicable, to Buyer prior to their filing with the Bankruptcy Court for Buyer's prior review and comment.

(d) Following entry of the Bidding Procedures Order, Sellers shall promptly serve one or more cure notices (each, a "Cure Notice") by first class mail on all non-debtor counterparties to all Non-Real Property Contracts and Leases and provide a copy of the same to Buyer. The Cure Notice shall inform each recipient that its respective Non-Real Property Contract or Lease may be designated by Buyer as either assumed or rejected, and the timing and procedures relating to such designation, and, to the extent applicable (i) the title of the Non-Real Property Contract or Lease, (ii) the name of the counterparty to the Non-Real Property Contract or Lease, (iii) Sellers' good faith estimates of the Cure Amounts required in connection with such Non-Real Property Contract or Lease, (iv) the identity of Buyer and (v) the deadline by which any such Non-Real Property Contract or Lease counterparty may file an objection to the proposed assumption and assignment or cure, and the procedures relating thereto. Buyer shall provide commercially reasonable information reasonably requested by Sellers in connection with providing adequate assurance of future performance.

(e) Sellers shall consult with Buyer regarding pleadings that any of them intend to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of, as applicable, the Bidding Procedures Order and the Sale Order. Sellers shall promptly provide Buyer and its counsel with copies of all notices, filings and orders of the Bankruptcy Court that Sellers have in their possession (or receives) pertaining to the motion for approval of the Bidding Procedures Order and Sale Order, or any other order related to any of the transactions contemplated by this Agreement, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court or otherwise made available to Buyer and its counsel. Sellers shall not seek any modification to the Bidding Procedures Order or the Sale Order by the Bankruptcy Court or any other Governmental Authority of competent jurisdiction to which a decision relating to the Bankruptcy Case has been appealed, in each case, without the prior written consent of Buyer.

(f) The Sale Order shall, among other things, (i) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, (A) the execution, delivery and performance by Sellers of this Agreement as may have been improved or otherwise modified at or prior to the Auction, (B) the sale of the Acquired Assets to Buyer on the terms set forth herein, as may have been improved or otherwise modified at or prior to the Auction, and free and clear of all Liens (other than Assumed Liabilities and Permitted Liens) and (C) the performance by Sellers of their respective obligations under this Agreement, as may have been improved or otherwise modified at or prior to the Auction; (ii) authorize and empower Sellers to assume and assign to Buyer the Assigned Contracts; and (iii) find that Buyer is a "good faith" buyer within the meaning of section 363(m) of the Bankruptcy Code, not a successor to any Sellers and grant Buyer the protections of section 363(m) of the Bankruptcy Code.

(g) If the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order, the Sale Order or other such order), subject to rights otherwise arising from this Agreement, Sellers shall use commercially reasonable efforts to prosecute such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion.

(h) Sellers acknowledge and agree, and the Sale Order shall provide that, on the Closing Date and concurrently with the Closing, other than with respect to the Permitted Liens and Assumed Liabilities, all then existing or thereafter arising obligations, Liabilities and Liens of, against or created by Sellers or their bankruptcy estates, to the fullest extent permitted by section 363 of the Bankruptcy Code, shall be fully released from and with respect to the Acquired Assets. On the Closing Date, the Acquired Assets shall be transferred to Buyer free and clear of all obligations, Liabilities and Liens, other than

Permitted Liens and the Assumed Liabilities to the fullest extent permitted by section 363 of the Bankruptcy Code.

(i) If requested by Buyer, and subject to the availability of funding for such purpose, Sellers agree to consummate the sale contemplated by this Agreement pursuant to a chapter 11 plan rather than pursuant to section 363 of the Bankruptcy Code.

5.6 Employee Matters.

(a) Buyer may, in its sole and absolute discretion, offer employment to any of Sellers' employees (each an "Employee") who is available for work on the Closing Date. Any such offer shall be for employment as a new employee of Buyer or one of its Subsidiaries (subject to any applicable probation period not prohibited by Law) to occupy positions designated by Buyer and pursuant to the terms and conditions determined by Buyer in its sole discretion. At least two (2) Business Days prior to the Closing Date, Buyer shall provide Sellers a list of any Employees that Buyer would like to make an offer of employment. Any such offer of employment will be effective as of the Closing Date and contingent upon the Closing. No provision of this Agreement shall create any rights (including third party beneficiary rights) in any current or former Employee of any Seller (including any beneficiary or dependent thereof) in respect of continued employment, or provision of benefits or compensation by Sellers or Buyer or its Affiliates or otherwise. Nothing herein (i) shall guarantee employment for any period of time or preclude the ability of Buyer or any of its Affiliates to terminate any Employee that accepts an offer of employment from Buyer ("Transferring Employee") for any reason or for no reason arrangement sponsored, maintained or contributed by Sellers, Buyer or any of their Affiliates or to prevent Buyer or its Affiliates from terminating or amending any Benefit Plan that is an Acquired Asset in accordance with its terms.

(b) Sellers agree to make available to Buyer, to the fullest extent permitted by Law, all information and materials requested by Buyer from the personnel files of each Employee who Buyer may be interested in offering employment. The parties agree to follow the standard procedures set forth in Revenue Procedure 2004-53 with respect to any Transferring Employees.

(c) Buyer assumes no obligation to continue or assume any compensation arrangements or liabilities of Sellers for any Transferring Employees under any compensation or retirement plan maintained by Sellers or any of their ERISA Affiliates (including any salary, bonuses, Benefit Plans, fringe benefits, insurance plans, pension or retirement benefits).

(d) Sellers agree that they shall retain all liabilities and obligations, if any (including the liability and obligation for all wages, bonuses, commissions, severance pay wrongful dismissal, salary, vacation pay and unemployment, medical, dental, health, death, injury and disability benefits and any and all claims and obligations arising under any Benefit Plan or any Law), for those current or former employees of Sellers who do not become Transferring Employees, as such obligations may be limited by the Bankruptcy Court or an order of the Bankruptcy Court.

(e) Sellers will have the sole and absolute responsibility for any financial or other commitments to their current and former employees, including the Transferring Employees, incurred for the period prior to Closing, including any and all claims or obligations for wages, salary, vacation pay, bonuses, commissions, severance pay, wrongful dismissal, unemployment, medical, dental, health, death, injury and disability benefits and any and all claims and obligations arising under any Benefit Plan or any Law (including the WARN Act). Buyer shall have no contractual or other obligation with respect to hiring, offering to hire, employing or providing any benefits or compensation to any of the Employees or any other current or former employees of Sellers. Nothing contained herein shall be deemed an admission that Sellers

have any financial obligation to Employees or that obligations, if any, are entitled to a particular treatment or priority under the Bankruptcy Code.

(f) For purposes of Section 5.6(d) and Section 5.6(e), the date on which a "claim" is incurred will be: (i) in the case of a death claim, the date of death, (ii) in the case of a disability claim or a life insurance premium waiver claim, the date of the first incidence of disability, illness, injury or disease that first qualifies an individual for benefits or to commence a qualifying period for benefits, (iii) in the case of dental, vision and medical care benefits, the date of the treatment or the date of purchase of eligible medical or dental supplies and (iv) in the case of a claim for prescription drug, the date the prescription was filled.

(g) Sellers will be exclusively responsible for complying with COBRA with respect to Employees (including the Transferring Employees) and their qualified beneficiaries by reason of any such employees' termination of employment with the applicable Seller and Buyer will not have any obligation or liability to provide rights or notices under COBRA on account of such termination.

5.7 Competing Transactions. As permitted by the Bidding Procedures Order, Sellers are permitted, and are permitted to cause its Representatives, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Buyer and its Affiliates, agents and Representatives) in connection with any sale or other disposition of all or any portion of the Business or the Acquired Assets or any other similar transaction with respect to Sellers or the Business, including any liquidation of the Business only pursuant to an auction conducted in accordance with the Bidding Procedures Order; provided, however, that Sellers may only enter into, and seek Bankruptcy Court approval of, any definitive agreement with respect to an Alternate Transaction if such Alternate Transaction is reasonably deemed to be a Superior Bid and Sellers terminate this Agreement in accordance with Section 11.1(a)(ii) (except to the extent that Buyer consents, in its sole discretion, otherwise). Nothing in this Section 5.7 shall be deemed to limit the exercise of Sellers' fiduciary duties.

5.8 Representations and Warranties. Sellers shall give detailed written notice to Buyer as promptly as reasonably practicable after Sellers learn of the occurrence of any event that would cause or constitute a material breach, or would have caused a material breach had such event occurred or been known to Sellers prior to the date hereof, of any of the representations and warranties of Sellers contained in this Agreement.

5.9 Fulfillment of Conditions. Sellers covenant and agree with Buyer that Sellers will, at all times from and after the date hereof through the Closing, take all commercially reasonable steps necessary and proceed diligently and in good faith to satisfy each condition to the obligations of Sellers or Buyer contained in this Agreement and will not take or fail to take any action that could reasonably be expected to result in the nonfulfillment of any such condition (unless Sellers are otherwise relieved of such obligations pursuant to the provisions of this Agreement).

5.10 Assurance regarding Acquired Assets. To the extent it is determined, either prior to or following the Closing, that any Person besides a Seller or Acquired Subsidiary (including any Affiliate or direct or indirect owner of Sellers) possesses any ownership rights to any Intellectual Property or other asset which is used in the Business (besides property subject to an expressly scheduled capital or operating lease), then Sellers covenant and agree to use reasonable best efforts to cause such Person to promptly convey such asset for no consideration to Sellers (if prior to Closing) or to Buyer (if following Closing). In addition, Sellers shall cause any pre-Closing reorganization steps necessary to ensure that, as of the Closing, 100%

of the equity interests of each Acquired Subsidiary is held, directly or indirectly, by the applicable Seller, free and clear of all Liens (except Permitted Liens), and is in a form transferable to Buyer at Closing.

5.11 Confidentiality. Sellers acknowledge that, from and after the Closing, all non-public information relating to the Acquired Assets and the Assumed Liabilities will be valuable and proprietary to Buyer. Sellers agree that, from and after the Closing, no Seller will disclose to any Person any information relating to Buyer, the Acquired Assets or the Assumed Liabilities, except as required by Law or as otherwise becomes available in the public domain other than through any action by any Seller in violation of its obligations under this Section 5.11. Sellers acknowledge and agree that the remedies at law for any breach or threatened breach of this Section 5.11 by any Seller are inadequate to protect Buyer and that the damages resulting from any such breach are not readily susceptible to being measured in monetary terms. Accordingly, without prejudice to any other rights or remedies otherwise available to Buyer, each party acknowledges and agrees that upon any breach or threatened breach by a Seller of the terms and conditions of this Section 5.11, Buyer will be entitled to immediate injunctive relief and to seek an order restraining any threatened or future breach from any court of competent jurisdiction without proof of actual damages or posting of any bond in connection with any such remedy. The provisions of this Section 5.11 will survive the Closing.

5.12 Non-Assignable Assets. Nothing in this Agreement shall be construed as an attempt or agreement to assign any Acquired Asset that, by Law, is non-assignable without the Consent of the applicable Governmental Authority or other Person or with respect to which Law provides for certain actions to be taken prior to such assignment ("Non-assignable Assets"), unless and until such Consent shall have been obtained or such actions have been taken. Sellers shall, and shall cause their respective Affiliates to, cooperate with Buyer at the sole cost and expense of Buyer (with respect to payments required by the applicable consenting party) to obtain such Consents and to take such required actions promptly. To the extent permitted by applicable Law, in the event Consent to the assignment of any Non-assignable Asset cannot be obtained prior to the Closing or such actions cannot be taken (and Buyer does not waive such Consent or actions), such Non-assignable Asset shall be held, as of and from the Closing Date but not to exceed sixty (60) days thereafter, by Sellers in trust for Buyer, and the covenants and obligations thereunder shall be performed by Buyer in the applicable Seller's name and all benefits and obligations existing thereunder shall be for Buyer's account. During such sixty (60)-day period, Sellers shall take or cause to be taken at Buyer's sole cost and expense such actions in their name or otherwise as Buyer may reasonably request so as to provide Buyer with the benefits of the Non-assignable Assets and to effect collection of money or other consideration that becomes due and payable under the Non-assignable Assets, and Sellers shall promptly pay over to Buyer all money or other consideration received by any of them in respect of all Non-assignable Assets. As of and from the Closing Date but not to exceed sixty (60) days thereafter, Sellers authorize Buyer, to the extent permitted by applicable Law, to perform all the obligations and receive all the benefits of Sellers under the Non-assignable Assets and appoint Buyer or its attorney-in-fact to act in their name on their behalf with respect thereto.

5.13 Intercompany Arrangements. Prior to the Closing, Sellers shall disclose to Buyer all intercompany Contracts and other arrangements between any Seller and any Acquired Subsidiary. At or prior to the Closing, Sellers shall cause all such intercompany Contracts and arrangements to be terminated or assigned, as directed by Buyer in writing, in each case, without any liability to any Acquired Subsidiary, unless Buyer otherwise consents in writing.

ARTICLE 6 COVENANTS OF BUYER

Buyer covenants and agrees that, from the date hereof until the completion of the Closing (or, as applicable, following the Closing):

6.1 Representations and Warranties. Buyer shall give detailed written notice to Sellers promptly upon learning of the occurrence of any event that would cause or constitute a breach, or would have caused a breach had such event occurred or been known to Buyer prior to the date hereof, of any of the representations and warranties of Buyer contained in this Agreement.

6.2 Fulfillment of Conditions. Buyer covenants and agrees with Sellers that, at all times from and after the date hereof through the Closing, Buyer will take commercially reasonable steps necessary and proceed diligently and in good faith to satisfy each condition to the obligations of Buyer or Sellers contained in this Agreement and will not take or fail to take any action that could reasonably be expected to result in the nonfulfillment of any such condition (unless Buyer is otherwise relieved of such obligations pursuant to the provisions of this Agreement).

6.3 Bankruptcy Matters. Buyer agrees to cooperate with any reasonable request made by Sellers in connection with their efforts to secure the entry of the Bidding Procedures Order and the Sale Order or any amendments or supplements thereto, including making officers and other principals of Buyer and its Affiliates available for testimony before the Bankruptcy Court.

6.4 Records of Sellers. Following the Closing:

(a) Buyer agrees to preserve and keep the Files and Records of Sellers delivered to it hereunder for a period of three (3) years from the Closing Date in a manner consistent in all material respects with its document retention and destruction policies, as in effect from time to time; and

(b) Buyer agrees to provide access to such Files and Records to Sellers, Sellers' professionals and, to the extent required by Law or the Bankruptcy Court, the Official Committee of Unsecured Creditors, if any, to be formed in the Bankruptcy Case and its professionals, and any other debtor estate fiduciaries, appointed in Sellers' Bankruptcy Case, in each case upon reasonable written notice and during normal business hours and subject to such reasonable confidentiality provisions as Buyer deems necessary or appropriate to protect any confidential information contained in such Files and Records.

ARTICLE 7 OTHER COVENANTS

7.1 Filings; Other Actions. Subject to the terms and conditions herein provided, as promptly as practicable after the entry of the Sale Order, or at such earlier time as Buyer may reasonably elect, Sellers and Buyer shall (a) use all reasonable efforts to cooperate with each other in (i) determining which filings are required to be made prior to the Closing Date with, and which material Consents, approvals, Permits, or authorizations are required to be obtained prior to the Closing Date from, Governmental Authorities of the United States and foreign jurisdictions in connection with the execution and delivery of this Agreement and the consummation of the contemplated transactions; provided, however, that Buyer and Sellers agree that neither of them will make any voluntary filing under applicable foreign antitrust Laws or regulations without the consent of the other unless advised by legal counsel in such jurisdiction that the failure to make a filing could result in a Material Adverse Effect or otherwise be in violation of applicable Law, and (ii) timely making all such filings and timely seeking all such material Consents, approvals, Permits or authorizations, and (b) use all reasonable efforts to take, or cause to be taken, all other action and do, or cause to be done, all other things reasonably necessary or appropriate to consummate the contemplated transactions, as soon as practicable. In connection with the foregoing, Sellers will promptly provide Buyer, and Buyer will promptly provide Sellers, with copies of all correspondence, filings, or communications (or memoranda setting forth the substance thereof) between such party or any of its Representatives, on the one hand, and any Governmental Authority or members of their respective staffs, on the other hand, with respect to all filings and submissions required hereunder. Notwithstanding anything to the contrary in this Agreement, neither party nor any of its Affiliates will be required, in connection with the matters covered

by this Section 7.1, (A) to pay any amounts other than such party's share of the filing fees and expenses and fees of counsel, (B) to commence or defend any litigation, (C) to hold separate (including by trust or otherwise) or divest any of their respective businesses, product lines or assets, (D) to agree to any limitation on the operation or conduct of such party's respective businesses or (E) to waive any of the conditions set forth in Article 8.

7.2 Further Assurances.

(a) In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the parties hereto will, at the Requesting Party's sole cost and expense, take such further action (including the execution and delivery of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation, providing materials and information) as the other party may reasonably request, which actions shall be reasonably necessary to transfer, convey or assign to Buyer all of the Acquired Assets or to confirm Buyer's assumption of the Assumed Liabilities.

(b) If, following the Closing, Buyer or any Seller becomes aware that Buyer or any of its Affiliates owns any asset or rights which is an Excluded Asset, such party shall promptly inform the other party of that fact. Thereafter, at the request of any Seller, Buyer shall execute, or cause the relevant Affiliate(s) of Buyer to execute, such documents as may be reasonably necessary to cause the transfer of and Buyer shall thereafter transfer any such asset or right to Seller or such other entities nominated by such Seller for no consideration and such Seller shall do all such things as are reasonably necessary to facilitate such transfer (at no cost to Seller). If, following the Closing, Buyer receives any payments in respect of any Excluded Asset, Buyer shall promptly remit such payments to the applicable Seller or other entity nominated by such Seller.

(c) If, following Closing, Buyer or any Seller becomes aware that a Seller or any of its Affiliates owns any asset or rights which is an Acquired Asset, such party shall promptly inform the other party of that fact. Thereafter, at the request of Buyer, the applicable Seller shall execute or cause the relevant Affiliate(s) of such Seller to execute such documents as may be reasonably necessary to cause the transfer of and such Seller shall thereafter transfer any such asset or right to Buyer or any other entities nominated by Buyer for no consideration and Buyer shall do all such things as are reasonably necessary to facilitate such transfer (at no cost or liability to Buyer). If, following the Closing, a Seller or its Affiliates receive any payments in respect of the Acquired Assets (including payments on account of Receivables), such Seller shall promptly remit such payments to Buyer or other entity nominated by Buyer.

7.3 Post-Closing Access. Without limiting the provisions of Section 6.4, from and after the Closing, upon request by any party (the "Requesting Party"), the other parties will permit such Requesting Party and its Representatives to have reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of such party, to all premises, properties, personnel, books and records relating to the Business and the Acquired Assets for the purposes of (a) preparing Tax Returns, (b) monitoring or enforcing rights or obligations under this Agreement or any of the Related Agreements, or (c) complying with the requirements of any Governmental Authority or applicable Law; provided, however, that, for avoidance of doubt, the foregoing shall not require a party to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of applicable Law or (iii) providing such access or information would be reasonably expected to be disruptive to its normal business operations.

7.4 Acknowledgements. Buyer acknowledges that the Acquired Assets shall be sold and conveyed to Buyer free and clear of all Liens except for: (A) the Assumed Liabilities and (B) Permitted Liens.

7.5 Press Releases and Public Announcements. Sellers shall not issue any press release or make any public announcement relating to the existence or subject matter of this Agreement without the prior written approval of Buyer, unless a press release or public announcement is required by applicable Law or an order of the Bankruptcy Court. If any such announcement or other disclosure is required by applicable Law or an order of the Bankruptcy Court, Sellers shall give Buyer prior notice of, and an opportunity to comment on, the proposed disclosure. The parties acknowledge that Sellers shall file this Agreement with the Bankruptcy Court in connection with obtaining entry of the Bidding Procedures Order and the Sale Order and that this Agreement will be publicly available.

7.6 No Successor Liability. The parties intend that, upon the Closing, Buyer and its Affiliates shall not and shall not be deemed to: (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor, to Sellers, including, a "successor employer" for the purposes of the IRC, ERISA, or other applicable Laws; (b) have any responsibility or liability for any obligations of Sellers, or any Affiliate of Sellers based on any theory of successor or similar theories of liability; (c) have, de facto or otherwise, merged with or into any of Sellers; (d) be an alter ego or a mere continuation or substantial continuation of any of Sellers (and there is no continuity of enterprise between Buyer and any Seller), including, within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other Law (including filing requirements under any such Laws), or under any products liability law or doctrine with respect to Sellers' liability under such Law; or (e) be holding itself out to the public as a continuation of any of Sellers or their respective estates.

7.7 Possession of Acquired Assets. On the Closing Date, (a) Sellers shall deliver or turn over physical possession of all of Tangible Personal Property to Buyer at the location of such Tangible Personal Property as of the date of this Agreement or where any after acquired Tangible Personal Property is delivered to a Seller; and (b) Sellers shall deliver and turn over physical possession of the Leased Real Property (including all keys and access devices) to Buyer, in the same condition as existing on the date of this Agreement, reasonable wear and tear excepted.

7.8 Maintenance of Insurance. Following the Closing but not to exceed sixty (60) days thereafter and solely to the extent of funds available for such purpose, Sellers will maintain any Insurance Policies that are not Acquired Assets, or have not yet become Acquired Assets by reason of a failure to obtain a required Consent prior to the Closing. In the event Buyer or any of its equityholders, directors, managers, officers, employees, agents or Affiliates incurs, suffers or sustains any losses based upon, arising out of or otherwise in respect of the Acquired Assets, upon receipt of a written request by Buyer to Sellers, Sellers, at Buyer's sole cost and expense, will, and will cause their respective Affiliates to, use commercially reasonable efforts to claim and recover such losses under such Insurance Policies and will remit any insurance proceeds to Buyer promptly following, and in any event within 5 days of, such Seller's receipt thereof.

7.9 Use of Business Name. Following the Closing, each Seller shall, and shall cause its respective Affiliates to, immediately (a) cease to use or do business under the name "WISER", "WISER SOLUTIONS" or any other tradenames currently used by the Business, or any name that is derivative of or similar to the name "WISER", "WISER SOLUTIONS" or any other tradenames currently used by the Business; (b) take such actions as are necessary to change the name of each Seller and each of their respective Affiliates to a name that does not include the name "WISER", "WISER SOLUTIONS" or any other tradenames currently used by the Business, or any name that is derivative of or similar to the name "WISER", "WISER SOLUTIONS" or any other tradenames currently used by the Business, including by filing certificates of amendment (or similar filings) with the Governmental Authorities in each jurisdiction where such Seller or such Affiliate is organized or registered to do business or where such Seller or such Affiliate holds any Permit; and (c) take such actions as are necessary to change the name of any Seller or Affiliate thereof that is party to any Bankruptcy Case on the public record to a name that does not include

the name "WISER", "WISER SOLUTIONS" or any other tradenames currently used by the Business, or any name that is derivative of or similar to the name "WISER", "WISER SOLUTIONS" or any other tradenames currently used by the Business, and to cause the caption or other reference to such Bankruptcy Case to be amended to reflect such change.

ARTICLE 8 CONDITIONS TO THE OBLIGATIONS OF SELLERS

The obligations of Sellers under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date (which conditions may be waived by Wiser Solutions, on behalf of all Sellers, in its sole discretion):

8.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects (without giving effect to any "materiality", "Material Adverse Effect" or other qualifications contained therein) as of the Closing Date as though made on and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case, as of such date), except where the failure of such representations and warranties to be so true and correct would not have a Material Adverse Effect.

(b) Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have furnished Sellers with a certificate, dated the Closing Date and duly executed by an officer authorized on behalf of Buyer to give such a certificate, to the effect that the conditions set forth in Section 8.1(a) and Section 8.1(b) have been satisfied.

8.2 Proceedings.

(a) Neither Sellers nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) In the event such a restraining order or injunction is in effect, this Agreement may not be abandoned by Sellers pursuant to this Section 8.2 prior to the Outside Date, but the Closing shall be delayed during such period. This Agreement may be abandoned after the Outside Date if such restraining order or injunction remains in effect.

8.3 Deliveries. Buyer shall have complied with each and every one of its obligations set forth in Section 10.2.

8.4 Bankruptcy Court Approval. The Sale Order authorizing a sale of the Acquired Assets and assumption and assignment of the Assigned Contracts to Buyer shall have become a Final Order.

ARTICLE 9 CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are subject to the fulfillment of the following conditions prior to or on the Closing Date (which conditions may be waived by Buyer, at Buyer's sole discretion):

9.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Sellers contained in this Agreement shall be true and correct in all material respects (without giving effect to any "materiality", "Material Adverse Effect" or other qualifications contained therein) as of the Closing Date as though made on and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case, as of such date).

(b) Sellers shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) There shall not have occurred and be continuing a Material Adverse Effect.

(d) Sellers shall have furnished Buyer with a certificate, dated the Closing Date and duly executed by authorized representatives of Sellers to the effect that the conditions set forth in Section 9.1(a), (b) and (c) have been satisfied.

9.2 Proceedings.

(a) Neither Sellers nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

(b) In the event such a restraining order or injunction is in effect, this Agreement may not be abandoned by Buyer pursuant to this Section 9.2 prior to the Outside Date, but the Closing shall be delayed during such period. This Agreement may be abandoned after such Outside Date if such restraining order or injunction remains in effect.

9.3 Deliveries. Sellers shall have complied with each and every one of its obligations set forth in Section 10.1.

9.4 Required Consents. Except as permitted post-Closing under Section 2.4, Buyer shall have obtained all of the required Consents as set forth on Schedule 5.2.

9.5 Required Permits. Except as permitted post-Closing under Section 2.4, Buyer shall have obtained all of the Permits required for Buyer to operate the Business, to own the Acquired Assets and to discharge Buyer's obligations under the Assigned Contracts.

9.6 Satisfactory Due Diligence. Buyer shall be satisfied, in its sole and absolute discretion, with its due diligence investigation of Sellers, the Acquired Subsidiaries, the Business and the Acquired Assets.

9.7 Bankruptcy Court Approval. The Sale Order authorizing a sale of the Acquired Assets to Buyer shall have become a Final Order, and no order reversing, modifying or amending the Sale Order shall be in effect on the Closing Date.

ARTICLE 10 ITEMS TO BE DELIVERED AT THE CLOSING

10.1 Deliveries by Sellers. At the Closing, Sellers shall deliver to Buyer, duly executed by Sellers or such other signatory as may be required by the nature of the document:

(a) a Bill of Sale sufficient to sell, convey, transfer and assign the Acquired Assets to Buyer free and clear of any Liens (other than Permitted Liens) in a form mutually acceptable to Sellers and Buyer (the "Bill of Sale");

(b) (i) one or more Assignment and Assumption Agreements sufficient to transfer the Assumed Liabilities and Assigned Contracts to Buyer and (ii) assignments to Buyer of the owned Intellectual Property, in each case, in a form acceptable to Buyer (collectively, the "Assignment and Assumption Agreements") (and, if requested by Buyer, a separate assignment and assumption agreement for each Lease);

(c) a copy of the Bidding Procedures Order and the Sale Order as entered by the Bankruptcy Court on the docket;

(d) from each Seller, an executed IRS Form W-9;

(e) (i) all documents and instruments, executed and delivered in form and substance reasonably acceptable to Buyer, amending or terminating (as appropriate) any Seller's certificate of formation (or similar governing document), any foreign qualification registrations and any assumed name or d/b/a filings to eliminate such Seller's right to use the "WISER", "WISER SOLUTIONS" name or any name that, in the reasonable judgment of Buyer, is similar to any such name, and (ii) all consents, documents and instruments, executed and delivered in form and substance reasonably acceptable to Buyer, that are necessary or desirable for Buyer to claim, register or file to use the "WISER", "WISER SOLUTIONS" name or any name that, in the reasonable judgment of Buyer, is similar to any such name;

(f) delivery of the Acquired Assets;

(g) stock certificates or similar evidences of the equity interests of each Acquired Subsidiary, duly endorsed or accompanied by stock powers or other transfer instruments executed in blank, in form and substance reasonably acceptable to Buyer, sufficient to transfer to Buyer good and valid title to 100% of the outstanding equity interests of each Acquired Subsidiary, free and clear of all Liens (except Permitted Liens), together with any notarized documents, apostilles, legalizations or other instruments required under applicable Law to effectuate the valid transfer of the equity interests of each Acquired Subsidiary to Buyer, in form and substance reasonably acceptable to Buyer;

(h) evidence, in form and substance reasonably acceptable to Buyer, of all required Consents (including any foreign investment approvals, change-of-control consents and regulatory authorizations) necessary to consummate the transfer of the equity interests of each Acquired Subsidiary to Buyer in accordance with applicable Law;

(i) good standing certificates (or the applicable equivalent thereof) for each Acquired Subsidiary, issued by the applicable Governmental Authority of its jurisdiction of organization, dated as of a date no more than ten (10) Business Days prior to the Closing Date;

(j) written resignations, effective as of the Closing, of such directors, officers, managers and other governing body members of each Acquired Subsidiary as are requested by Buyer in writing not less than five (5) Business Days prior to the Closing Date;

(k) all documents and instruments, in form and substance reasonably acceptable to Buyer, that are required under applicable Law or the organizational documents of each Acquired Subsidiary to appoint Buyer's designated directors, officers, managers and other governing body members of each Acquired Subsidiary, in each case, effective as of the Closing;

(l) all corporate books and records, minute books, share registers and corporate seals (if applicable) of each Acquired Subsidiary, to the extent not in the physical possession of such Acquired Subsidiary as of the Closing;

(m) any other bills of sale, deeds, certificates of title, endorsements, assignments, conveyance, transfer and assignment and all other documents that are reasonably requested by Buyer in order to effectuate the terms and conditions of this Agreement, in form and substance reasonably satisfactory to Buyer; and

(n) the certificate referred to in Section 9.1(d).

10.2 Deliveries by Buyer. At the Closing, Buyer shall deliver to Sellers, duly executed by Buyer, as applicable:

(a) the Purchase Price, which shall be paid in the manner specified in Section 2.5;

(b) the Assignment and Assumption Agreements;

(c) such other instruments of conveyance, transfer and assignment requiring Buyer's signature in order to consummate the transactions contemplated herein; and

(d) the certificate referred to in Section 8.1(c).

ARTICLE 11 TERMINATION; EXPENSES; REMEDIES CUMULATIVE

11.1 Termination.

(a) This Agreement may be terminated at any time prior to Closing:

(i) by the mutual consent of Wiser Solutions and Buyer;

(ii) automatically (A) at the conclusion of the Auction (as defined in the Bidding Procedures Order) if Buyer is not named the Successful Bidder (as defined in the Bidding Procedures Order) or the Back-Up Bidder (as defined in the Bidding Procedures Order) at the conclusion of the Auction or (B) upon the consummation of an Alternate Transaction if Buyer is named the Back-Up Bidder at the conclusion of the Auction;

(iii) by Wiser Solutions or Buyer if (A) the Bankruptcy Court enters an order that precludes the consummation of the transactions contemplated hereby on the terms and conditions set forth in this Agreement or (B) the Bankruptcy Court has denied the approvals contemplated by this Agreement in a Final Order;

(iv) by Buyer if the Bidding Procedures Order shall (A) not have been entered within 25 days after the Petition Date subject to the Bankruptcy Court's calendar, or (B) have been amended or supplemented without Buyer's prior written consent;

(v) by Buyer if the Sale Order shall not have become a Final Order on or prior to June 23, 2026 (or such later date as may be consented to in writing by Buyer) (other than as a result of any action or inaction by Buyer), or if such Sale Order has been reversed, modified or amended in any way not satisfactory to Buyer;

(vi) by Buyer if, prior to the Closing, Sellers seek to have the Bankruptcy Court enter an order dismissing, or converting the Bankruptcy Case into a case under chapter 7 of the Bankruptcy Code or appointing a trustee in the Bankruptcy Case or appointing a responsible officer or an examiner with enlarged powers relating to the operation of any Seller's business (beyond those set forth in section 1106(a)(3) or (4) of the Bankruptcy Code) under Bankruptcy Code Section 1106(b), or such an order of dismissal, conversion or appointment is entered for any reason and is not reversed or vacated within fourteen (14) days after the entry thereof;

(vii) by Buyer, if Buyer is not in default under this Agreement, in a manner that would cause a condition to Sellers' obligations pursuant to Article 8 not to be satisfied, and no Seller has failed to cure a material breach of any of its representations, warranties or covenants under this Agreement within ten (10) calendar days after it receives notice from Buyer of such breach; provided, however, that no such notice shall be required if such breach is not curable;

(viii) by Wiser Solutions, if no Seller is in default under this Agreement, in a manner that would cause a condition to Buyer's obligations pursuant to Article 9 not to be satisfied, and Buyer has failed to cure a material breach of any of its representations, warranties or covenants under this Agreement within ten (10) calendar days after it receives notice from Sellers of such breach; provided, however, that no such notice shall be required if such breach is not curable;

(ix) by Buyer or Wiser Solutions if the Closing has not occurred by the Outside Date; provided, however, that the right to terminate this Agreement under this Section 11.1(a)(ix) shall not be available to any party that has breached in any material respect any of its obligations under this Agreement in a manner that has resulted in the failure of the Closing to occur on or before the Outside Date;

(x) by Buyer, if it is determined by the Bankruptcy Court that Buyer is not permitted to credit bid for a portion of the Purchase Price as contemplated by Section 2.5 above;

(xi) by Buyer, if (A) there is an "Event of Default" by any Seller under the Crestline DIP Credit Documents, and (B) the Crestline Agent or the lenders party to the Crestline DIP Credit Documents commence an exercise of remedies under the Crestline DIP Credit Documents (x) against a material portion of the "Collateral" (as defined in the Crestline DIP Credit Documents) or (y) which results in the inability of Sellers to continue operating as a going concern;

(xii) by Buyer, if the Cure Amounts exceed the Cure Amount Cap; and

(xiii) by Buyer, if any Delayed Disclosure Schedule or Updated Disclosure Schedule delivered pursuant to Section 12.14 reflects any Material Schedule Item.

(b) If any party terminates this Agreement pursuant to Section 11.1, all rights and obligations of the parties hereunder shall terminate upon such termination (and payment of the Expense Reimbursement in accordance with the terms hereof and the Bidding Procedures Order if such termination results from the occurrence of the event described in Section 11(a)(ii)(B)), and shall become null and void (except that Article I, Article XI and Sections 12.1-12.7 and 12.9-12.13 shall survive any such termination) and no party shall have any Liability to the other parties hereunder; provided, however, that (i) if Sellers fail to cure a material breach of any of their representations, warranties or covenants under this Agreement

within (if such breach is curable) ten (10) calendar days after they receive notice from Buyer of such breach, and Buyer has, in the first instance, elected not to terminate this Agreement pursuant to Section 11.1(a), Buyer shall have the right to make the appropriate application to the Bankruptcy Court for an injunction or injunctions to enforce specifically Sellers' obligations under this Agreement, without the requirement of posting a bond or other security; and (ii) nothing in this Section 11.1(b) will be deemed to release any party from Liability to the other parties hereunder for any breach of this Agreement prior to termination.

11.2 Expenses. Other than with respect to the Expense Reimbursement, each party hereto shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including accounting and legal fees incurred in connection herewith.

11.3 Remedies Cumulative. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto.

ARTICLE 12 GENERAL PROVISIONS

12.1 Assignability; No Third Party Rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement without prior written consent of Buyer, with respect to an assignment by any Seller, or Wiser Solutions, with respect to an assignment by Buyer; provided, however, Buyer shall be permitted to assign this Agreement or any of its rights, interests or obligations hereunder, in whole or in part, (a) to any lender to Buyer or any of its Affiliates for collateral security purposes; or (b) to one or more designees of Buyer without the prior consent of Sellers if Buyer's assignee satisfies all of Buyer's financial conditions, including adequate assurance of future performance, the Bankruptcy Court or any other Person; provided, that (i) such assignment shall not relieve Buyer of its obligations hereunder and (ii) Buyer shall furnish to Sellers, at least two (2) Business Days prior to the Closing a copy of the assignment and assumption agreement(s) evidencing such assignment(s). The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any Person other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

12.2 Amendments; Waivers. The terms, covenants, representations, warranties and conditions of this Agreement may be (a) changed, amended or modified only by a written instrument executed by each of Buyer and Wiser Solutions or (b) waived only by a written instrument executed by Buyer, with respect to any waiver by Buyer, or Wiser Solutions, with respect to any waiver by any Seller. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

12.3 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by e-mail) and shall be deemed to have been duly made and received when personally served, when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or when confirmation of successful e-mail transmission is received, in each case, addressed as set forth below:

(a) if to Sellers, then to:	Wiser Solutions, Inc. Attention: Michael Richards; Don Harer Email: mrichards@paladinmgmt.com; dharer@paladinmgmt.com
With a copy (which, alone, shall not constitute notice) to:	Hogan Lovells US LLP 855 Main St Suite 200 Redwood City, CA 94063 Attention: Todd Schwartz Email: todd.schwartz@hoganlovells.com
(b) if to Buyer, then to:	c/o Crestline Investors, Inc. 201 Main Street, Suite 2100 Fort Worth, Texas 76102 Facsimile: (817) 339-7378 Email: SpecialtyLending@crestlineinc.com; CrestlineDirectFinance@crestlineinc.com; and opportunity2@crestlineinc.com
with a copy (which, alone, shall not constitute notice) to:	Jones Day 600 Brickell Avenue, Suite 3300 Miami, Florida 33131 Attention: Gary L. Kaplan Email: gkaplan@jonesday.com and Jones Day 901 Lakeside Avenue Cleveland, OH 44114 Attention: William R. Stewart, Jr. Email: wrstewartjr@jonesday.com

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

12.4 Captions. The captions of Articles and Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

12.5 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to principles of conflicts of laws, except to the extent the Laws of that State are superseded by the Bankruptcy Code.

12.6 Submission to Jurisdiction; Service of Process. Each of the parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court in any Proceeding arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby and agrees that all claims in respect of such Proceeding may be heard and determined in any such court. Each party also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction by motion or other request for leave from the Bankruptcy Court or (b) bring any Proceeding arising out of or relating to

this Agreement or any Related Agreement or the transactions contemplated hereby or thereby in any other court. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue in, and any defense of inconvenient forum to the maintenance of, any Proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any party hereto may make service on any other party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 12.3; provided, however, that nothing in this Section 12.6 shall affect the right of any party to serve legal process in any other manner permitted by Law or in equity. Each party hereto agrees that a final judgment in any Proceeding so brought shall be conclusive and may be enforced by a Proceeding or in any other manner provided by Law or in equity. The parties hereto intend that all foreign jurisdictions will enforce any order of the Bankruptcy Court in any Proceeding arising out of or relating to this Agreement or any Related Agreement or the transactions contemplated hereby or thereby.

12.7 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

12.8 Post-Closing Specific Performance. In addition to Buyer's entitlement to an injunction or injunctions to enforce specifically Sellers' obligations pursuant to Section 11.1(b) above, from and after the Closing, the parties shall be entitled to an injunction or injunctions to enforce specifically the parties' respective covenants and agreements under this Agreement that survive the Closing, without the requirement of posting a bond or other security.

12.9 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by any Governmental Authority to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

12.10 Entire Agreement. This Agreement, the Related Agreements, the Bidding Procedure Order (once entered), and the Sale Order (once entered) constitute the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof. This Agreement has been prepared by all of the parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any party hereto.

12.11 Counterparts; Electronic Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Signed facsimile or other electronic copies of this Agreement shall legally bind the parties hereto to the same extent as original documents.

12.12 Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, then this Agreement will be construed as drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Unless otherwise indicated to the contrary herein by the context or use thereof: (a) any reference to any federal, state, local or foreign statute or law will be deemed also to refer to all rules and regulations

promulgated thereunder; (b) all references to the preamble, recitals, Sections, Articles, Schedules, exhibits or annexes are to the preamble, recitals, Sections, Articles, Schedules, exhibits or annexes of or to this Agreement; (c) the words "herein", "hereto", "hereof" and words of similar import refer to this Agreement as a whole and not to any particular section or paragraph hereof; (d) masculine gender will also include the feminine and neutral genders, and vice versa; (e) words importing the singular will also include the plural, and vice versa; (f) the words "include", "including" and "or" will mean without limitation by reason of enumeration; and (g) "delivered", "made available" and "provided" (or words or phrases of similar import or nature) to Buyer will mean that such documents or materials were present in the "WISER" electronic data room hosted by Box.com provided for the transactions contemplated by this Agreement in folders accessible to Buyer and its Representatives at least two Business Days prior to the petition date and remain in such electronic data room from such date through the Closing.

12.13 Non-Recourse. All actions, suits, claims and proceedings, at law or in equity, or arbitration or administrative or other proceedings by or before any Governmental Authority (whether in contract or in tort, in law or in equity) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), may be made only against Persons that are expressly identified as parties hereto. No Person who is not a named party to this Agreement, including any Affiliate or other representative of any named party to this Agreement ("Non-Party Affiliates"), shall have any liability (whether in contract or in tort, in law or in equity, or based upon any theory that seeks to impose liability of an entity party against its owners or Affiliates) for any liabilities arising under, in connection with or related to this Agreement or for any claim based on, in respect of or by reason of this Agreement or its negotiation or execution; and each party hereto waives and releases all such liabilities against any such Non-Party Affiliates. In the event that any provision of this Agreement provides that a party hereto shall cause its Affiliates or representatives to take any action (or refrain from taking any action) or otherwise purports to be binding on such party's Affiliates or representatives, such party shall be liable for any breach of such provision by any such Affiliate or representative.

12.14 Updating of Schedules.

(a) Buyer acknowledges that certain Schedules to this Agreement have are notated with an asterisk (*) herein (the "Delayed Disclosure Schedules") are not complete as of the Petition Date. As soon as reasonably practicable following the Petition Date, but in any event no later than 15 days following the Petition Date, Sellers shall deliver to Buyer proposed versions of each Delayed Disclosure Schedule. Following Sellers' delivery of the Delayed Disclosure Schedules, Sellers and Buyer shall cooperate in good faith to agree on final versions of the Delayed Schedules (subject to update pursuant to Section 12.14(b)); provided, however, that if any such disclosure reflects any item that constitutes a Material Adverse Effect (a "Material Schedule Item"), Buyer will be entitled to terminate this Agreement pursuant to Section 11.1(a)(xiii). For the avoidance of doubt, all of the Schedules to this Agreement must be complete as of the Closing Date.

(b) Sellers shall notify Buyer in writing of any material changes, additions or events occurring after the date of this Agreement which require a representation and warranty of Sellers to be supplemented with a new schedule or cause any material change in or addition to a schedule promptly after Sellers become aware of the same, by delivery of such new schedule or appropriate updates to any such schedule (each, an "Updated Disclosure Schedule") to Buyer. Following Sellers' delivery of any Updated Disclosure Schedule, Sellers and Buyer shall cooperate in good faith to agree on a final version of such Updated Disclosure Schedule; provided, however, that if any such disclosure reflects any Material Schedule Item, Buyer will be entitled to terminate this Agreement pursuant to Section 11.1(a)(xiii).

(c) Each Delayed Disclosure Schedule and each Updated Disclosure Schedule shall (i) expressly state that it is being made pursuant to Section 12.14(a) or Section 12.14(b),as applicable, (ii) specify the representations and warranties to which it applies and (iii) describe in reasonable detail the facts, changes, additions or events to which it relates; provided, however, that no Delayed Disclosure Schedule or Updated Disclosure Schedule shall have any effect for purposes of determining the satisfaction of the conditions set forth in Article IX; and provided, further, that if (A) Sellers so furnish a Delayed Disclosure Schedule or Updated Disclosure Schedule, (B) the absence of such information would have resulted in a breach of any representation or warranty set forth in Article III under this Agreement and (C) the Closing occurs, then such information shall be deemed to amend this Agreement and the disclosure schedules for all other purposes hereunder.

(d) Sellers acknowledge that Schedule 2.2(i) is not complete as of the Petition Date. Prior to the Closing, Buyer shall deliver to Sellers a final version of Schedule 2.2(i), which shall be deemed to automatically amend this Agreement for all purposes hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the date first above written.

BUYER:

CL MATEO-A, LLC

Signed by:
William Palmer
236B2E1E11E349C...

By:_____

Name: William Palmer
Title: President

SELLERS:

WISER SOLUTIONS, INC.
SHELVSPACE, INC.
RW3 TECHNOLOGIES, INC.
BRAND PROTECTION AGENCY LLC
BLOSM LLC

By: Signed by: Don Harer 1FFB816CB2EB4EE...
Name: Don Harer
Title: Chief Transformation Officer

Schedule A

Sellers

1. Wiser Solutions, Inc., a Delaware corporation
2. Shelvspace, Inc., a Delaware corporation
3. RW3 Technologies, Inc., a California corporation
4. Brand Protection Agency LLC, a Texas limited liability company
5. Blosm LLC, a Delaware limited liability company

Schedule B

Acquired Subsidiaries

1. Quad Analytix India Private Ltd. (India)
2. Pacific Acquisition Pty. Ltd. (Australia)
3. MarketTrack Global Pty. Ltd. (Australia)
4. Insight Quest Pty. Ltd. (Australia)
5. Wiser Analytics, ULC (Canada)
6. Wiser Solutions SAS (France)
7. WorkIT Technologies (UK) Ltd. (England)
8. WorkIT GmbH (Germany)
9. WorkIT Software S.A. de C.V. (Mexico)

Exhibit A

Bidding Procedures

[See attached]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re: WISER SOLUTIONS, INC., *et al.*,[1] Debtors.	)	Chapter 11
	)	Case No.
	)	Joint Administration Requested

BIDDING PROCEDURES

On April [●], 2026, the United States Bankruptcy Court for the Northern District of Texas (the "Court") entered the *Order (I)(A) Approving Bidding Procedures, (B) Approving the Stalking Horse Bid and Expense Reimbursement, (C) Scheduling Certain Dates and Deadlines, (D) Approving the Form and Manner of Notice Thereof, and (E) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, and (II)(A) Authorizing the Sale of Assets Free and Clear of All Encumbrances, and (B) Approving the Assumption and Assignment of the Assumed Contracts and Leases, and (III) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Order"),[2] by which the Court approved the following bidding procedures (the "Bidding Procedures") in the Debtors' chapter 11 cases (the "Bankruptcy Cases"). These Bidding Procedures set forth the process by which the Debtors are authorized to solicit bids (each, a "Bid") and conduct an auction (the "Auction") for the sale (the "Sale") of all or substantially all of the Debtors' assets (collectively, the "Assets") in accordance with and as described in that certain Asset Purchase Agreement (the "Stalking Horse Purchase Agreement"; and the bid proposed therein, the "Stalking Horse Bid"), dated as of April 26, 2026, by and among the Debtors and CL Mateo-A LLC (the "Stalking Horse Bidder"). A copy of the Stalking Horse Purchase Agreement is attached as an exhibit to the Bidding Procedures Order.

1. IMPORTANT DATES.

a. *Bid Deadline:* June 15, 2026, at 5:00 p.m. (prevailing Central Time).

b. *Auction (if any)*: June 18, 2026, at 10:00 a.m. (prevailing Central Time).

c. *Sale Hearing:* June [23], 2026, at [●] (prevailing Central Time).

2. QUALIFIED BIDDERS.

[1] The last four digits of Wiser Solutions, Inc.'s federal tax identification number are 5664. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/wiser. The location of Debtor Wiser Solutions, Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 1875 Mission Street, Suite 103, San Francisco, CA 94103.

[2] All capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Stalking Horse Purchase Agreement (as defined herein) or the Bidding Procedures Order, as applicable.

a. A "Qualified Bidder" is a Potential Bidder (as defined below): (i) who has demonstrated the financial wherewithal to consummate the Sale, as determined in the Debtors' discretion, in prior consultation with Crestline Direct Finance, L.P., as agent for itself and certain other lenders under the Crestline Prepetition Credit Documents and Crestline DIP Credit Documents ("Crestline Agent"), and any official committee of unsecured creditors appointed in the Bankruptcy Cases (the "Creditors Committee", and together with Crestline Agent, the "Consultation Parties"); *provided, however*, that the Debtors reserve the right to withhold any information or documents from Crestline Agent that could, in the Debtors' reasonable discretion, enable the Stalking Horse Bidder to obtain an unfair competitive advantage over any other Qualified Bidder. Each Qualified Bidder shall have delivered to the Debtors and the Consultation Parties (i) the most current audited and unaudited financial statements (collectively, the "Financials") of the Potential Bidder, or such other form of financial disclosure as is acceptable to the Debtors, or (ii) if the Potential Bidder is an entity formed for the purpose of acquiring the Assets, (A) Financials of the equity holder(s) of the Potential Bidder, or such other form of financial disclosure as is acceptable to the Debtors, and (B) a written commitment in favor of and acceptable to the Debtors from the equity holder(s) of the Potential Bidder backstopping the Potential Bidder's obligations in connection with its Bid and the Sale.

b. Promptly following the Bid Deadline (as defined below), but in any event at least forty-eight (48) hours prior to the commencement of the Auction (regardless of whether the Auction is held on the scheduled date set forth in Section 6 or another date), the Debtors shall notify each Potential Bidder in writing whether such Potential Bidder is a Qualified Bidder, and shall at the same time (x) provide copies of all Qualified Bids to the Stalking Horse Bidder, each other Qualified Bidder, and the Consultation Parties, and (y) notify the Stalking Horse Bidder, each other Qualified Bidder, and the Consultation Parties of the highest or otherwise best Qualified Bid, as determined in the Debtors' reasonable business judgment (the "Baseline Bid"), in prior consultation with the Consultation Parties.

c. The Stalking Horse Bidder shall be deemed a Qualified Bidder at all times for all purposes in connection with the bidding process, the Auction, and the Sale. The Stalking Horse Bidder shall not be required to take any further action in order to participate in the Auction (if any) or, if the Stalking Horse Bidder is the Successful Bidder (as defined below), to be presented as the Successful Bidder at the Sale Hearing (as defined below).

d. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the consideration contemplated by, or otherwise improve the terms of, its Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures and the Bidding Procedures Order; *provided, however*, that any Qualified Bid may be improved prior to or at the Auction as set forth herein. Any improved Qualified Bid must continue to comply

with the requirements for Qualified Bids set forth in these Bidding Procedures and the Bidding Procedures Order.

e. Any disputes related to these Bidding Procedures, including whether a Potential Bidder constitutes a Qualified Bidder and/or a Bid constitutes a Qualified Bid, shall be resolved by the Bankruptcy Court.

3. DUE DILIGENCE.

a. **Diligence Provided to Potential Bidders**.

Any person or entity wishing to submit a competing bid to the Stalking Horse Bid and consummate a Sale of the Assets (each, a "Potential Bidder") must enter into a confidentiality agreement on terms acceptable to the Debtors (a "Confidentiality Agreement"), to the extent not already executed. Only Potential Bidders approved by the Debtors and such Potential Bidder's duly-authorized representatives, in each case, to the extent provided in the applicable Confidentiality Agreement, shall be eligible to receive due diligence information and access to the Debtors' electronic data room and to additional non-public information regarding the Debtors and the Assets. No Potential Bidder will be permitted to conduct any due diligence without entering into a Confidentiality Agreement. The Debtors will provide to each approved Potential Bidder reasonable due diligence information, as requested by such Potential Bidder in writing, as soon as reasonably practicable after such request, and the Debtors will post all written due diligence provided to any Potential Bidder to the Debtors' electronic data room.

The Debtors may decline to provide diligence materials to Potential Bidders who, at such time and in the Debtors' reasonable business judgment, in consultation with the Consultation Parties, have not established, or who have raised doubt, that such Potential Bidder intends in good faith to, or has the capacity to, consummate the Sale. The Debtors also reserve the right to withhold any diligence materials that the Debtors determine, in their sole discretion, are sensitive or otherwise not appropriate for disclosure to a Potential Bidder who the Debtors determine is a competitor of the Debtors or is affiliated with a competitor of the Debtors.

All due diligence requests must be directed to: SSG Capital Advisors, Pat Swanick pswanick@ssgca.com and Michael Goodman mgoodman@ssgca.com.

b. **Diligence Provided by Potential Bidders**.

Each Potential Bidder shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors regarding the ability of the Potential Bidder to consummate the Sale. Failure by a Potential Bidder to comply with such requests shall be a basis for the Debtors, in prior consultation with the Consultation Parties, to determine that such Potential Bidder is not a Qualified Bidder or that a bid made by such Potential Bidder is not a Qualified Bid.

The Debtors and each of their respective advisors and representatives shall be obligated to maintain in confidence any confidential information provided by a Potential Bidder in accordance with any applicable Confidentiality Agreement, except as otherwise set forth in these Bidding Procedures. Each recipient of confidential information provided by a Potential Bidder

agrees to use, and to instruct their advisors and representatives to use, such confidential information only in connection with the evaluation of Bids during the bidding process and in accordance with the terms of any applicable Confidentiality Agreement.

4. BID REQUIREMENTS.

A Bid submitted by a Qualified Bidder that satisfies each of the following requirements (collectively, the "Bid Requirements"), as determined by the Debtors in their reasonable business judgment, in prior consultation with the Consultation Parties, shall constitute a "Qualified Bid." As stated, the Stalking Horse Bidder's bid is a Qualified Bid for all purposes.

a. *Form of Bid*. Each Bid must be in writing and submitted by a Qualified Bidder to the Bid Notice Parties (as defined below).

b. *Bid Deadline*. Each Bid must be transmitted via email (in .pdf or similar format) so as to be actually received on or before 5:00 p.m. (prevailing Central Time) on June 15, 2026 (the "Bid Deadline"), by the Bid Notice Parties.

c. *Assets*. Each Bid must provide for the purchase of all or substantially all of the Assets (or to the extent the Bid is for less than all Assets, which Assets are included in the Bid) and must clearly state, subject to clause (g) below, which liabilities of the Debtors the Qualified Bidder is agreeing to assume (the "Assumed Liabilities").

d. *Purchase Price*. Each Bid must clearly set forth the purchase price to be paid for the Assets (the "Purchase Price"), which amount must equal or exceed the sum of the following:

(i) $90 million, which is equal to the Stalking Horse Bidder's credit bid consisting of the Crestline DIP Obligations and a portion of the Crestline Prepetition Obligations less the amount of the Acquired Subsidiary Accrued Taxes, estimated as of the Petition Date; plus

(ii) an amount equal to Property Tax Purchase Price Adjustment, estimated as of the Petition Date, plus

(iii) an amount equal to the aggregate amount of the Assumed Liabilities, including the Cure Amount ($400,000), estimated as of the Petition Date, to be assumed or paid, as applicable, by the Stalking Horse Bidder at Closing; plus

(iv) $250,000, which is equal to the Expense Reimbursement payable to the Stalking Horse Bidder in the event it is not the Successful Bidder; plus

(v) $150,000, which is equal to the amount of the Excluded Cash; plus

(vi) $150,000, which represents the Initial Auction Overbid (as defined below).

e. *Payments*. Each Bid must provide that the Purchase Price shall be paid in full in cash at the closing of the Sale and that the payment of the Expense Reimbursement shall be made directly to the Stalking Horse Bidder upon the closing of the Sale to such Qualified Bidder.

f. *Deposit*. With its Bid, each Qualified Bidder, except the Stalking Horse Bidder, must submit by wire transfer of immediately available funds to an account to be provided upon request by the Qualified Bidder, a cash deposit in an amount equal to ten percent (10%) of the cash portion of the Purchase Price set forth in its Bid (the "Deposit"), to be held, in the discretion of the Debtors, either in a non-interest-bearing escrow account to be identified and established by the Debtors or held in trust by the Debtors on a non-interest bearing basis in a designated debtor in possession bank account to be identified by the Debtors. To the extent a Qualified Bid (other than the Stalking Horse Bid) is modified before, during or after the Auction in any manner that increases the Purchase Price contemplated by such Qualified Bid, such Qualified Bidder is required to promptly increase its Deposit so that it equals ten (10) percent of the new proposed or actual Purchase Price.

g. *Assumption of Obligations.* Each Bid must expressly assume not less than all of the Assumed Liabilities (in aggregate value) on terms no less favorable to the Debtors than set forth in the Stalking Horse Purchase Agreement.

h. *Contracts and Leases*. Each Bid must confirm that the Qualified Bidder will require assignment of at least the same executory contracts and unexpired leases proposed to be assumed and assigned, or the Debtors' rights and interests therein sold and transferred, as the case may be, to the Stalking Horse Bidder under the Stalking Horse Purchase Agreement, or to the extent such Qualified Bid will require the assumption and assignment, or sale and transfer, as the case may be, of executory contracts and unexpired leases that differ in any way therefrom, identifies with particularity each and every executory contract and unexpired lease the assumption and assignment, or sale and transfer, as the case may be, of which is a condition to closing the Sale.

i. *Marked Asset Purchase Agreement*. Each Bid must include a duly executed, binding, non-contingent, asset purchase agreement (i) which shall be marked against the Stalking Horse Purchase Agreement to show all changes required by the Qualified Bidder as a condition to closing the Sale (the "Qualified Bidder Purchase Agreement"), and (ii) shall contain terms and conditions that are at least as favorable to the Debtors (other than the Purchase Price which must be more favorable) than those set forth in the Stalking Horse Purchase Agreement (including schedules and exhibits, the "Qualified Bidder Purchase Agreement").

j. *No Contingencies, Financing or Diligence Outs*. Bids shall not be conditioned on (i) obtaining financing, (ii) obtaining shareholder, board of directors, or other internal approvals, or (iii) the outcome or completion of a due diligence review by the Qualified Bidder.

k. *Identity*. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Qualified Bidder if such Qualified Bidder is an entity formed for the purpose of submitting the Bid and consummating the Sale), and the complete terms of any such participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific persons and counsel whom the Debtors and their advisors should contact regarding such Bid.

l. *Demonstrated Financial Capacity*. A Qualified Bidder must have, in the Debtors' business judgment, in consultation with the Consultation Parties, the necessary financial capacity to consummate the proposed transactions required by its Bid and provide adequate assurance of future performance with respect to all executory contracts and unexpired leases proposed to be assumed by such Bid.

m. *Committed Financing*. Each Bid must be accompanied by evidence of the Qualified Bidder's capacity to consummate the sale set forth in its Bid with cash on hand, or must include evidence of unconditional committed financing documented to the satisfaction of the Debtors, in consultation with the Consultation Parties, which demonstrates that the Qualified Bidder has sufficient debt and/or equity funding commitments to satisfy the Qualified Bidder's Purchase Price and other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions acceptable to the Debtors.

n. *Binding and Irrevocable*. Subject to the Stalking Horse Purchase Agreement solely as it relates to the Stalking Horse Bidder, each Bid must provide that such Bid shall be open and irrevocable until the earlier of:

(i) such Bid being determined by the Debtors not to be a Qualified Bid;

(ii) if the Debtors do not choose such Bid to be the Successful Bid or Back-Up Bid, the date of entry by the Bankruptcy Court of an order approving the Sale to another Qualified Bidder;

(iii) if such Bid is chosen by the Debtors to be the Successful Bid, the date which is the earlier to occur of: (i) the closing of the Sale to such Successful Bidder, and (ii) fifteen (15) days following the date the order approving the Sale to the Successful Bidder shall have become a final, non-appealable order; and

(iv) if such Bid is chosen by the Debtors to be the Back-Up Bid, the date which is the earlier to occur of: (i) the date of closing on the Sale to the Successful Bidder, and (ii) twenty-five (25) days following the date the order approving the Sale to the Successful Bidder shall have become a Final Order; *provided, however*, that if the Successful Bidder shall fail to close the Sale because of a breach on the part of the Successful Bidder (after giving effect to any applicable cure periods or waivers) within the period set forth in clause (iii) above, the Back-Up Bid shall remain open and irrevocable until the date which is the earlier to occur of: (i) the date of closing on the Sale to the Back-Up Bidder (as defined below) and (ii) ten (10) days following the Successful Bidder's failure to close the Sale.

o. *Expenses; Disclaimer of Fees*. Each Bid must disclaim any right to receive a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation. No Qualified Bidder will be permitted to request, nor be granted by the Debtors, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation. By submitting its Bid, each Qualified Bidder is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise (including a theory of substantial contribution).

p. *Authorization*. Each Bid must contain evidence that the Qualified Bidder has obtained authorization or approval from its board of directors (or a comparable governing body acceptable to the Debtors) with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid and contain a representation that no other or further internal or third-party authorizations or approvals are required. Or, if a Bid is subject to obtaining any third-party authorizations or approvals, the Bid must disclose what authorization or approvals are required and the time required to obtain such authorizations or approvals.

q. *As-Is, Where-Is*. Each Bid must include a written acknowledgement and representation that the Qualified Bidder: (i) has had an opportunity to conduct and has concluded all due diligence regarding the Assets prior to submitting the Bid; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Assets in making its Bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bid.

r. *Adherence to Bid Procedures*. By submitting its Bid, each Qualified Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and the Bidding Procedures Order and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction.

s. *Compliance with Bankruptcy Code and Non-Bankruptcy Law*. Each Bid and Qualified Bidder must comply in all respects with the Bankruptcy Code and any applicable non-bankruptcy law.

t. *Consent to Jurisdiction*. Each Qualified Bidder must submit to the jurisdiction of the Bankruptcy Court and waive any right to a jury trial in connection with any disputes relating to Debtors' qualification of Bids, the Auction, the construction and enforcement of these Bidding Procedures, the Sale documents, and the closing of the Sale, as applicable.

u. *No Collusion*. Each Qualified Bidder must certify that the Qualified Bidder has not engaged, and will not engage, in any collusion with respect to its Bid, the Auction, or the Sale.

5. SUBMISSIONS TO THE DEBTORS.

All submissions to the Debtors required to be made under these Bidding Procedures must be directed to each of the following persons (collectively, the "Bid Notice Parties"):

a. *The Debtors*.

Wiser Solutions, Inc.
1875 Mission Street, Suite 103
San Francisco, CA 94103
Attention: Donald Harer
Email: dharer@paladinmgmt.com

b. *Proposed Counsel to the Debtors*.

Hogan Lovells US LLP
855 Main Street
Suite 200
Redwood City, CA 94063
Attention: Todd Schwartz
Email: todd.schwartz@hoganlovells.com

c. *Proposed Investment Banker to the Debtors*.

SSG Capital Advisors
300 Barr Harbor Drive
Suite 420
Conshohocken, PA 19428
Attention: Pat Swanick
Michael Goodman
Email: pswanick@ssgca.com
Email: mgoodman@ssgca.com

d. *Proposed Counsel to the Official Committee of Unsecured Creditors*.

[●]

e. *Stalking Horse Bidder*.

CL Mateo-A LLC
c/o Crestline Investors, Inc.
201 Main Street, Suite 2100
Fort Worth, Texas 76102
Facsimile: (817) 339-7378
Email: SpecialtyLending@crestlineinc.com;
CrestlineDirectFinance@crestlineinc.com; and
opportunity2@crestlineinc.com

f. *Counsel to the Stalking Horse Bidder*.

Jones Day
600 Brickell Avenue, Suite 3300
Miami, Florida 33131
Attention: Gary L. Kaplan
Email: gkaplan@jonesday.com

and

Jones Day
901 Lakeside Avenue
Cleveland, OH 44114
Attention: William R. Stewart, Jr.
Email: wrstewartjr@jonesday.com

6. AUCTION.

If the Debtors receive one or more Qualified Bids in addition to the Stalking Horse Bid, the Debtors shall conduct an Auction to determine the Successful Bidder. If the Debtors do not receive one or more Qualified Bids (other than the Stalking Horse Bid), the Debtors shall not conduct an Auction, the Stalking Horse Bidder's Bid shall be the Successful Bid, and the Debtors shall present the Stalking Horse Bid for approval at the Sale Hearing.

The Auction shall take place virtually on June 18, 2026, at 10:00 a.m. (prevailing Central Time), or in such other manner and/or location as determined by the Debtors, in prior consultation with the Consultation Parties. The Debtors will provide Auction participation details to all Qualified Bidders and other permitted attendees prior to the Auction.

If the Debtors proceed with the Auction, the following rules and procedures shall apply:

A. Only the following parties shall be entitled to attend the Auction: (i) the Stalking Horse Bidder and its legal and financial advisors, (ii) other Qualified Bidders and their legal and financial advisors, (iii) the Debtors and their legal and financial advisors, (iv) Creditors Committee members and their legal and financial advisors, (v) Crestline Agent, and (vi) any creditors of the Debtors who give notice to the Bid Notice Parties of their intention to attend not later than twenty-four (24) hours prior to the Auction.

B. Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to its Bid, the Auction, or the Sale, and (ii) its Qualified Bid is a good-faith offer and it intends to consummate the Sale if selected as the Successful Bidder.

C. Only a Qualified Bidder (including the Stalking Horse Bidder) and its representatives and advisors who has submitted a Qualified Bid shall be eligible to participate in, and make any subsequent bids at, the Auction. Each Qualified Bidder must appear in person or through a duly authorized representative who has the legal authority to bind the Qualified Bidder at the Auction (and who must provide the Debtors with written evidence of such authority prior to the Auction which is reasonably satisfactory to the Debtors), or they shall not be entitled to attend or participate at the Auction.

D. All Qualified Bids shall be placed on the record at the Auction, which shall be transcribed, videotaped, or recorded in the discretion of the Debtors.

E. Each Qualified Bidder will have the right to make additional modifications or improvements to its Qualified Bidder Purchase Agreement at any time, prior to, or during, the Auction which are consistent with these Bidding Procedures and the Bidding Procedures Order.

F. Bidding shall commence at the Baseline Bid.

G. The initial minimum overbid at the Auction shall be the amount of the Baseline Bid plus $150,000 (the "Initial Auction Overbid"). Thereafter, a Qualified Bidder may increase its Qualified Bid in any amount as long as each subsequent bid (each, a "Subsequent Overbid") exceeds the previous highest bid by at least $100,000 of additional cash consideration.

H. The Initial Auction Overbid and each Subsequent Overbid must continue to meet, satisfy, or comply with the requirements of a Qualified Bid, other than those applicable to the submission of the initial Qualified Bid.

I. The Stalking Horse Bidder shall be entitled to include as part of any and all of its subsequent bids submitted at the Auction a credit for the full amount of the Expense Reimbursement (any such credit shall not prejudice the Stalking Horse Bidder's rights in the Stalking Horse Purchase Agreement with respect to the Expense Reimbursement).

J. The Auction will continue with each Qualified Bidder having an opportunity to submit additional Subsequent Overbids, after being advised of the terms of the then highest bid and the identity of the Qualified Bidder who made such bid. Each Qualified Bidder is required to submit a Qualified Bid in each round of bidding. If a Qualified Bidder declines to submit a Qualified Bid in any round of bidding it shall be disqualified from participating at the Auction.

K. The Auction will conclude when the Debtors determine, in prior consultation with the Consultation Parties, that they have received the highest or otherwise best offer from a Qualified Bidder (the "Successful Bid"). The next highest or otherwise best Qualified Bid submitted at the Auction, as determined by the Debtors, in prior consultation with the Consultation Parties, shall be the "Back-Up Bid". The Qualified Bidder submitting the Successful Bid shall be the "Successful Bidder" and the Qualified Bidder submitting the Back-Up Bid shall be the "Back-Up Bidder". In making these decisions, the Debtors will consider, without limitation, (i) the amount of the purchase price, (ii) the form of consideration being offered, (iii) the Qualified Bidder's ability to close the Sale at the amount of its last bid made at the Auction and the timing thereof, (iv) indicia of good faith on the part of the Qualified Bidder, (v) the terms and conditions of the Qualified Bidder Purchase Agreement or the Stalking Horse Purchase Agreement as modified at the Auction, (vi) the requirements as to the assumption and assignment of executory contracts and unexpired leases, (vii) the ability to provide adequate assurance of future performance to the counterparties to executory contracts and unexpired leases being assumed and assigned, and (viii) the net benefit to the Debtors' estates.

L. Prior to the conclusion of the Auction, the Debtors and the Successful Bidder will enter into a definitive agreement based upon the Qualified Bidder Purchase Agreement previously submitted by the Successful Bidder and, prior to filing the notice of successful bidder (the "Notice of Successful Bidder"), will make all related revisions to the proposed order approving the Sale to the Successful Bidder, or if the Stalking Horse Bidder is the Successful Bidder, the Debtors and the Stalking Horse Bidder will, to the extent necessary, enter into an amended Stalking Horse Purchase Agreement and make all related revisions to the proposed order approving the Sale to the Successful Bidder, in either case reflecting the results of the Auction.

M. All Qualified Bids shall remain open and irrevocable for the time periods set forth in Section 4(n) above.

N. Following the conclusion of the Auction, the Debtors shall promptly file with the Bankruptcy Court the Notice of Successful Bidder which will inform the Bankruptcy Court of the results of the Auction. The Notice of Successful Bidder shall identify, among other things: (i) the Successful Bidder for the Assets, (ii) the amount and form of consideration to be paid by the Successful Bidder for the Assets, and (iii) the Assumed Liabilities to be assumed by the Successful Bidder. The Notice of Successful Bidder shall also include similar information relating to the Back-Up Bidder and its Bid. In addition, the Debtors will attach to the Notice of Successful Bidder: (i) the proposed or revised proposed Sale Order, with any revisions necessary

to reflect the results of the Auction, approving the sale to the Successful Bidder, (ii) a copy of this Successful Bidder's asset purchase agreement, with any amendments necessary to reflect the results of the Auction, and (iii) any additional information or documentation relevant to the Successful Bidder. The Debtors shall file the Notice of Successful Bidder on the docket for the Bankruptcy Cases as promptly as is reasonably practicable prior to the Sale Hearing, but will not be required to serve the same on any parties-in-interest in the Bankruptcy Cases.

O. If an order is entered by the Bankruptcy Court at the Sale Hearing approving the Successful Bid and the Successful Bidder shall fail to close the Sale because of a breach on the part of the Successful Bidder (after giving effect to any applicable cure periods or waivers), the Back-Up Bidder shall close the Sale with the Debtors within the time period set forth in Section 4(n) above. In such an event, the Back-Up Bidder shall be deemed to be the Successful Bidder and the Back-Up Bid shall be deemed to be the Successful Bid.

P. The Debtors reserve the right, in their business judgment, to make one or more adjournments to the Auction to, among other things: (i) facilitate discussions between the Debtors, on the one hand, and one or more Qualified Bidders, on the other hand, (ii) allow the Debtors and/or Qualified Bidders to consider how they wish to proceed, and (iii) give Qualified Bidders the opportunity to provide the Debtors with such additional documentation or information as the Debtors in their business judgment (in consultation with the Consultation Parties) may require to determine such Qualified Bidder's ability to continue to bid at the Auction and close the Sale.

Q. The Debtors shall not consider any Bids or Subsequent Overbids submitted after the conclusion of the Auction, and any such Bids or Subsequent Overbids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

7. BACKUP BIDDER.

a. The Qualified Bidder submitting the Backup Bid in accordance with Section 6(K) shall be required to serve as the Backup Bidder, and each Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated by the Debtors.

b. The identity of the Backup Bidder and the amount and material terms of the Backup Bid shall be announced by the Debtors at the conclusion of the Auction at the same time the Debtors announce the identity of the Successful Bidder(s). The Backup Bidder shall be required to keep its Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable for the period set forth in Section 4(n).

c. If a Successful Bidder(s) fails to consummate the approved transactions contemplated by its Successful Bid, the Backup Bidder shall be deemed the Successful Bidder for all purposes. The Debtors and Back-Up Bidder shall promptly consummate all transactions contemplated by the Backup Bid

without further order of the Bankruptcy Court or notice to any party. The Backup Bidder's Deposit shall be applied at closing to the satisfaction of the purchase price set forth in the Back-Up Bid and the defaulting Successful Bidder's Deposit shall be forfeited to the Debtors. The Debtors reserve the right to seek all available remedies against the defaulting Successful Bidder.

8. MODIFICATIONS; RESERVATION OF RIGHTS.

The Bidding Procedures may be modified by the Debtors, in prior consultation with the Consultation Parties, in any manner that is not inconsistent with or otherwise in contravention of the other terms of these Bidding Procedures or the Bidding Procedures Order, including, without limitation, to (a) impose additional terms and conditions with respect to any or all bidders, (b) extend the deadlines set forth herein or the date for the Auction and/or Sale Hearing (which may occur in open court), (c) amend the Bidding Procedures or Auction procedures, including to allow Qualified Bidders to bid on less than all Assets, as the Debtors may determine to be in the best interests of the their estates, or (d) offer for sale prior to or at or the Auction any assets of the Debtors that were not included in the Stalking Horse Bid; *provided that* all such modifications are disclosed to all Potential Bidders (if applicable) or to all Qualified Bidders (if applicable) prior to or on the record during the Auction. In addition, nothing in these Bidding Procedures shall require a Debtor or the board of directors, board of managers, or similar governing body of any Debtor to take any action, or to refrain from taking any action, with respect to any sale transaction pursuant to these Bidding Procedures, to the extent they determine, based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations under applicable law. Notwithstanding the foregoing, nothing herein or in the Bidding Procedures Order shall (i) act as, or be deemed to be, a waiver of any defaults or events of default under the Stalking Horse Purchase Agreement or the Crestline DIP Credit Documents that may result therefrom, or (ii) amend, modify, waive or impair, or be deemed to amend, modify, waive or impair, any provisions of the Stalking Horse Purchase Agreement, the Bidding Procedures Order, the Crestline DIP Credit Documents, or any orders of the Bankruptcy Court entered in connection with the debtor in possession financing facility provided under the Crestline DIP Credit Documents, or any rights or remedies of the Stalking Horse Bidder, or Crestline Agent, all of which are hereby preserved. The Bankruptcy Court has exclusive jurisdiction with respect to any dispute that may arise with respect to these Bid Procedures.

9. SALE HEARING.

A hearing to consider approval of each Sale to the Successful Bidder (the "Sale Hearing") is scheduled for June [23], 2026, at [●] (prevailing Central Time).

The Sale Hearing, in prior consultation with the Successful Bidder, Crestline Agent, and the Committee, may be continued to a later date by the Debtors by sending notice prior to, or making an announcement at, the Sale Hearing.

At the Sale Hearing, the Debtors shall present the Successful Bid and Back-Up Bid to the Bankruptcy Court for approval.

The Stalking Horse Bidder shall have standing to appear and be heard on all issues related to the Auction, the Sale, and related matters, including the right to object to the sale of the Assets or any portion thereof (including the conduct of the Auction and interpretation of these Bidding Procedures).

10. RETURN OF DEPOSIT.

If any Potential Bidder is determined by the Debtors, in consultation with the Consultation Parties, not to be a Qualified Bidder, the Debtors will refund such Potential Bidder's Deposit within three (3) Business Days after the Bid Deadline.

The Deposits for each Qualified Bidder shall be held, in the discretion of the Debtors, either in a non-interest-bearing escrow account to be identified and established by the Debtors or held in trust by the Debtors on a non-interest bearing basis in a designated debtor in possession bank account to be identified by the Debtors and shall be returned, other than with respect to the Successful Bidder and Backup Bidder, within three (3) Business Days after the Auction.

The Deposit of the Successful Bidder shall be applied to the satisfaction of the Purchase Price, as may have been improved at the Auction, at closing. However, if the Successful Bidder fails to consummate the Sale because of a breach by the Successful Bidder, the Debtors will not have any obligation to return the Deposit deposited by the Successful Bidder, which shall be forfeited to the Debtors.

The Backup Bidder's Deposit shall be held in escrow until the closing of the transaction with the Successful Bidder and shall thereafter be returned within five (5) business days. However, if the Back-Up Bidder shall become the Successful Bidder in accordance with the provisions of these Bidding Procedures and Bidding Procedures Order, the Deposit of the Back-Up Bidder shall be applied to the satisfaction of the Purchase Price, as may have been improved at the Auction, at closing.

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