UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:	Chapter 11
Exactech, Inc., *et al.*,[1]	Case No. 24-12441 (LSS)
Debtors.	(Jointly Administered)
	Hearing Date: December 4, 2024 at 10:00 a.m. (ET) **Obj. Deadline: November 26, 2024 at 4:00 p.m. (ET)**

DEBTORS' MOTION FOR ENTRY OF AN ORDER APPROVING (I) BIDDING PROCEDURES, THE SALE TIMELINE, AND THE FORM AND MANNER OF NOTICE THEREOF; (II) THE DEBTORS' ENTRY INTO AND PERFORMANCE UNDER THE STALKING HORSE APA; (III) ASSUMPTION AND ASSIGNMENT PROCEDURES; AND (IV) GRANTING RELATED RELIEF

Exactech, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), through their undersigned proposed counsel, hereby submit this motion (this "Motion") of entry of orders granting the relief described below. In support hereof, the Debtors rely on the *Declaration of Jesse York, Chief Restructuring Officer of Exactech, Inc., in Support of Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 18] (the "First Day Declaration")[2] and the *Declaration of Karn S. Chopra of Centerview Partners LLC, in Support of Debtors' Motion For Entry of an Order Approving (I) Bidding Procedures, the Sale Timeline, and the Form and Manner of Noticing Thereof; (II) the Debtors' Entry into and Performance Under the Stalking Horse APA; (III) Assumption and*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Osteon Holdings, Inc. (7042); Osteon Intermediate Holdings I, Inc. (7778); Osteon Intermediate Holdings II, Inc. (1292); Exactech, Inc. (3930); and XpandOrtho, Inc. (4250). The Debtors' service address is 2320 NW 66th Court, Gainesville, Florida 32653.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

Assignment Procedures; and (IV) Granting Related Relief (the "Bidding Procedures Declaration," filed concurrently herewith, and together with the First Day Declaration, the "Declarations"), and further represent as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors confirm their consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and this Motion is proper in this district under 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105, 363, 365, and 1123 of title 11 of the United States Code, as amended (the "Bankruptcy Code"), Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules"), and Local Rules 2002-1 and 6004-1.

RELIEF REQUESTED

4. By this Motion, the Debtors seek entry of an order approving, among other things, certain dates critical to the Debtors' proposed bidding and sale process, the Debtors' proposed Sale Timeline, and assumption and assignment procedures (the "Bidding Procedures Order") in substantially the form attached hereto as **Exhibit A**. The Debtors will seek approval of an order

(the "Confirmation and Sale Order") approving the sale of substantially all of the Debtors' assets through their proposed chapter 11 plan (the "Plan").

5. The relief sought in the proposed Bidding Procedures Order includes but is not limited to the following:

(a) setting Monday, February 24, 2025 at 4:00 p.m. (prevailing Eastern Time) as the bid deadline with respect to the Debtors' proposed sale of substantially all of their assets (the "Bid Deadline");

(b) setting Monday, March 3, 2025 as the date on which the Debtors will conduct an auction with respect to their proposed sale of substantially all of their assets (the "Auction");

(c) scheduling a hearing on approval of the proposed sale (the "Sale") of all or substantially all of the Debtors' assets (the "Assets"), which the Debtors will also seek to be a hearing to consider confirmation of the Plan,[3] for Friday, March 28, 2025 (the "Confirmation and Sale Hearing") or as soon thereafter as the Court may be available (together with (a), (b), and (c), the "Sale Timeline"), and approving the form and manner of notice thereof;

(d) approving bidding procedures for the Sale (collectively, the "Bidding Procedures," a copy of which is attached as Exhibit 1 to the Bidding Procedures Order), and the form and manner of notice thereof;

(e) authorizing the Debtors' entry into the asset purchase agreement attached as Exhibit 4 to the Bidding Procedures Order (the "Stalking Horse APA") with EI BIDCO, LLC (the "Stalking Horse Purchaser"), subject to higher or otherwise better offers submitted in accordance with the Bidding Procedures;

(f) approving the Expense Reimbursement (as defined herein);

[3] The Debtors anticipate filing the Disclosure Statement and the Disclosure Statement Motion on or before December 31, 2024.

(g) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale (each, an "Assumed Contract" and collectively, the "Assumed Contracts"), and approving the form and manner of notice thereof, attached as Exhibit 3 to the Bidding Procedures Order (the "Assumption Notice"); and

(h) granting related relief.

BACKGROUND

6. On October 29, 2024 (the "Petition Date"), each Debtor filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committee of unsecured creditors has yet been appointed in these chapter 11 cases.

7. Founded in 1985, the Debtors, together with their non-Debtor subsidiaries (collectively, the "Company"), are a global medical device company that designs, manufactures, and markets joint replacement implants and related surgical instruments to help surgeons worldwide make patients more mobile. The Company's broad and innovative products include hip implants, knee implants, extremity implants, and ExactechGPS systems, among others. The Company directs commercial operations in the United States as well as nine international markets, including Spain, Australia, Japan, the United Kingdom, and Italy. The Company is headquartered in Gainesville, Florida and employs approximately 900 individuals worldwide. Since its founding in 1985, the Company has expanded its distribution to over 30 countries.

8. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these chapter 11 cases, is set forth in detail in the First Day Declaration, incorporated herein by reference.

THE PROPOSED BIDDING PROCEDURES AND SALE

I. The Events Leading to Entry Into the Stalking Horse APA

9. The Debtors have faced significant challenges due to litigation arising from certain product recalls. More than 2,500 lawsuits have been filed in various federal, state, and non-U.S. courts, including a federal multidistrict litigation proceeding (collectively, the "Products Liability Claims"), alleging damages associated with non-conforming packaging and resulting recalls. In addition, the Debtors have been actively defending certain *qui tam* claims, including a pending *qui tam* action in the United States District Court for the Northern District of Alabama, related to allegations that the Debtors' sale of certain knee devices violated the federal False Claims Act and similar state statutes (collectively, the "Qui Tam Claims").

10. The Debtors vigorously dispute the merits of both the Products Liability Claims and the Qui Tam Claims. But the associated litigation costs became a significant burden to the Debtors' liquidity, and the litigation overhang also became a hindrance to the Debtors' ability to refinance their funded indebtedness and its near-term maturities (November 2024 and February 2025). To help address these challenges, in July 2023, the Debtors engaged Centerview Partners LLC ("Centerview") to serve as their investment banker, and the Debtors began proactively evaluating potential strategies to address their balance sheet, litigation, and liquidity needs.

11. With the assistance of Centerview and the Debtors' other advisors, the Debtors and their advisors engaged in good-faith negotiations with their stakeholders in late 2023 and continuing in 2024, including with an ad hoc group of their Prepetition First Lien Lenders[4]

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[4] As used herein, "Prepetition First Lien Lenders" means the lenders under that certain Credit Agreement, dated February 14, 2018 (as amended, restated, supplemented, amended and restated or otherwise modified from time to time prior to the Petition Date) (the "Prepetition First Lien Credit Agreement"), among Exactech, Inc., as borrower, Osteon Intermediate Holdings II, Inc., as holdings, GLAS USA LLC as successor administrative agent

(the "Ad Hoc Group), their sponsor, certain representatives of holders of the Products Liability Claims (the "Plaintiff Representatives"), and the United States Department of Justice (the "DOJ"). Despite these efforts, however, the Debtors were ultimately unable to achieve an actionable out-of-court resolution.

12. Without a viable path forward on an out-of-court basis, the Debtors began considering in-court options. After several more months of good-faith negotiations, including with the Ad Hoc Group, the Debtors determined that the most actionable path forward under the circumstances was to enter into the Stalking Horse APA, supported by a restructuring support agreement with certain of their Prepetition First Lien Lenders (the "RSA"). The Stalking Horse APA contemplates that the Debtors' assets will be sold free and clear (subject to certain Permitted Encumbrances and Assumed Liabilities (each as defined in the Stalking Horse APA)) pursuant to a chapter 11 plan following a robust marketing, auction, and sale process to determine whether or not the bid submitted by the Stalking Horse Purchaser (the "Stalking Horse Bid") is the highest or otherwise best bid for the Debtors' assets.

II. The Proposed Sale Timeline

13. The Debtors request that the Court approve the following dates in connection with the Bidding Procedures and the Sale Timeline:[5]

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and collateral agent to Goldman Sachs Bank USA (in such capacities, the "Prepetition First Lien Agent"), the guarantors party thereto, and the lenders party thereto from time to time.

[5] The following dates are consistent with the milestones set forth in the *Debtors' Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens And Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 100]. Approval of the chapter 11 plan, Voting Deadline and other dates related to plan confirmation are not being requested as part of the Sale Timeline but are included for sake of completeness.

Event	Proposed Deadline
Entry of the Bidding Procedures Order	On or before Wednesday, December 4, 2024
Disclosure Statement Hearing	On or before Tuesday, February 4, 2025
Qualifying Bid Deadline	Monday, February 24, 2025 at 4:00 p.m. (prevailing Eastern Time)
Auction Date (if necessary)	Monday, March 3, 2025
Deadline to file Notice of Winning Bidder	One (1) day following the closing of the Auction, or as soon as reasonably practicable
Deadline to Object to Confirmation and the Sale	Tuesday, March 18, 2025 at 4:00 p.m. (prevailing Eastern Time)
Plan Voting Deadline	Tuesday, March 18, 2025 at 4:00 p.m. (prevailing Eastern Time)
Deadline to Reply to Confirmation and Sale Objections	Wednesday, March 26, 2025 at 4:00 p.m. (prevailing Eastern Time)
Hearing to Consider the Confirmation and Sale Order	On or before Friday, March 28, 2025 (subject to the Court's availability)
Entry of the Confirmation and Sale Order	No later than Friday, March 28, 2025

14. The Debtors believe that the Sale Timeline is reasonable in time and scope and affords parties and creditors with sufficient time to gather information necessary to formulate a competitive bid that should maximize the value of the Assets for the benefit of the Debtors' estates and their stakeholders. In addition, the Debtors anticipate that they will file the Plan and related Disclosure Statement on or before December 31, 2024, and will seek deadlines in connection with confirmation of a Plan consistent with this timeline. Accordingly, the Debtors respectfully submit that the proposed Sale Timeline is in the best interests of the Debtors' estates, will establish whether and to what extent a market exists for the Assets, will provide interested parties with

sufficient opportunity to participate in any sale transaction(s), and ultimately, will drive a higher and better value for the Assets under the circumstances.

15. A party's failure to timely file or make an objection in accordance with the Bidding Procedures Order shall forever bar such a party from asserting any objection to the Debtors' consummation of the Sale, and the assumption and assignment of certain executory contracts and unexpired leases, and such failure shall be deemed to constitute consent by such contract counterparty to (a) the assumption and assignment of such executory contracts and unexpired leases and (b) consummation of the Sale.

III. The Proposed Sale Process

16. Among other things, the proposed Bidding Procedures and the Sale Timeline will provide a transparent and comprehensive process by which the Debtors will solicit competing bids for the Assets. Indeed, this work has already begun with the marketing outreach already being undertaken by Centerview. Relatedly, the Stalking Horse APA, which is described more fully below, will serve as the baseline for all prospective bidders to negotiate from, and will be subject to higher or otherwise better bids for the Assets pursuant to the Bidding Procedures.

17. Consistent with the DIP Financing Milestones and the Stalking Horse APA, the Debtors have filed this Motion seeking authority to proceed with a bidding and auction process to consummate a sale (or series of sales) that the Debtors expect will generate higher or better value for their Assets. To facilitate the Sale, the Debtors, in consultation with Centerview and their other professional advisors, are seeking approval of the Bidding Procedures to preserve flexibility in the Sale Process, generate substantial interest in the Assets, and receive the highest or otherwise best value for the Assets.

18. The Debtors believe the Bidding Procedures create an appropriate timeline for the Sale Process, consistent with the DIP Financing Milestones and the Stalking Horse APA. The

Bidding Procedures do not contemplate exclusivity for the Stalking Horse Bidder, nor do they provide for a break-up fee for the Stalking Horse Purchaser. Rather, approval of the Debtors' entry into the Stalking Horse APA benefits the Debtors by serving as a baseline for the Sale Process to ensure that the Debtors receive the highest or otherwise best offer for the Assets. Accordingly, the Debtors do not believe the Bidding Procedures will chill or otherwise hinder additional bids.

IV. The Stalking Horse APA

19. The Stalking Horse APA was negotiated in good faith and at arm's length and will serve as a baseline for negotiations with all prospective bidders. Given the exigencies of the Debtors' financial condition, the timely sale of the Assets, in accordance with the DIP Financing Milestones, is a prudent way to ensure that the Debtors obtain the highest or otherwise best value for their Assets. The Debtors believe that consummating the transaction contemplated by the Stalking Horse APA, or a transaction contemplated by a bid that is higher or otherwise better, will maximize value for the Debtors' estates, and afford the Debtors an opportunity to continue to service their customers and to maintain key business relationships with their partners and vendors.

20. Among other things, the Stalking Horse APA contemplates the Stalking Horse Purchaser credit bidding the entirety of the Debtors' Prepetition First Lien Obligations and DIP Obligations (as each term is defined in the DIP Order), assuming certain liabilities, executory contracts and unexpired leases of the Debtors, satisfying related cure costs, and funding a wind-down budget (the "Wind-Down Budget") that will allow the Debtors to consummate the Plan and responsibly wind down their remaining estates and a $500,000 reserve for distributions to the general unsecured creditors of the Sellers in accordance with the Plan. The Wind-Down Budget will cover expenses and related costs projected to be incurred by the Debtors to wind-down their estates. The Stalking Horse APA also includes various customary representations, warranties, and covenants by and from the Debtors and the Stalking Horse Purchaser, and certain conditions to

closing and rights of termination related to the Sale and these chapter 11 cases. The transactions contemplated by the Stalking Horse APA are subject to approval by the Court and entry of the Confirmation and Sale Order.

21. Certain material terms of the Stalking Horse APA, and certain provisions of the Stalking Horse APA that are required to be highlighted pursuant to Local Rule 6004-1(b)(iv), are described below:[6]

Key Terms of the Stalking Horse APA[7]	
Parties	Sellers: Osteon Intermediate Holdings II, Inc., Exactech, Inc., Xpandortho, Inc. Stalking Horse Purchaser: EI BIDCO, LLC
Purchase Price (APA § 2.1; L.R. 6004-1(b)(iv)(N))	The aggregate consideration for all or substantially all of the Debtors' Assets will be (i) the assumption of Assumed Liabilities; (ii) the Wind-Down Amount,[8] (iii) a credit bid, pursuant to Section 363(k) of the Bankruptcy Code, in an amount equal to (x) all of the Prepetition Obligations, and (y) the full amount of the obligations of Sellers under the DIP Facility due and payable as of the Closing Date; (iv) the GUC Reserve (a cash payment of $500,000, which shall be an Excluded Asset and reserved for distributions to the general unsecured creditors of the Sellers in accordance with the Plan (the "Cash Payment")); and (v) the payment of Cure Costs. In the event the sum of the Cash Payment and the Wind-Down Amount exceed the amount of aggregate unrestricted Cash and Cash Equivalents as of the Closing (excluding all maintenance deposits and security deposits for rent, prepaid or deferred charges and expenses, and all lease and rental payments that have been prepaid by any Seller), Purchaser shall increase the amount of the Purchase Price, payable in Cash as of the Closing, by the amount of such excess.
Acquired Assets (APA § 1.1)	The Acquired Assets are set forth in Section 1.1 of the Stalking Horse APA and include all of the Sellers' right, title and interest in and to, as of the Closing, among other assets, contracts designated by the Stalking

[6] The summary of the Stalking Horse APA contained herein is qualified in its entirety by the actual terms and conditions of the Stalking Horse APA. To the extent that there is any conflict between any summary contained herein and the actual terms and conditions of the Stalking Horse APA, the actual terms and conditions of the Stalking Horse APA shall control.

[7] Capitalized terms used in this table and not otherwise defined herein shall have the meaning ascribed to such terms in the Stalking Horse APA.

[8] As set forth in the Stalking Horse APA, the "Wind-Down Amount" means cash in an amount equal to $2,250,000, which shall be used solely for the purpose of effectuating the wind-down in accordance with the Wind-Down Budget agreed to by the Stalking Horse Purchaser. For the avoidance of doubt, any portion of the Wind-Down Amount remaining after the implementation of the wind-down in accordance with the Wind-Down Budget shall be distributed to the Stalking Horse Purchaser.

Key Terms of the Stalking Horse APA[7]	
	Horse Purchaser, accounts receivable, certain leases, intellectual property, inventory, and certain claims and causes of action, including preference and avoidance actions, in each case, relating to the Debtors' business and the Acquired Assets, but excluding the Excluded Assets as is more fully set forth in the Stalking Horse APA.
Excluded Assets (APA § 1.2)	The Excluded Assets include only each of the Seller's right, title, and interest in and to the items set forth in Section 1.2 of the Stalking Horse APA, including, among other assets, contracts not assumed and assigned to the Stalking Horse Purchaser, certain shares of capital stock and other equity interests, certain retainers and other amounts paid to the Sellers' professionals, any adequate assurance account established for the benefit of the Sellers' utility providers, all directors' and officers' insurance policies, and the Wind-Down Amount.
Assumed Liabilities (APA § 1.3)	The Assumed Liabilities are set forth in Section 1.3 of the Stalking Horse APA and include, among other liabilities, (a) all Liabilities and obligations of any Seller that become due from and after Closing related to contracts assumed and assigned to the Stalking Horse Purchaser; (b) all cure costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the contracts to the Stalking Horse Purchaser that have not been paid as of Closing; and (c) all Liabilities arising out of the conduct of the business or the ownership or operation of the Acquired Assets, in each case, by the Stalking Horse Purchaser from and after the Closing Date.
Excluded Liabilities (APA § 1.4)	Except for the Assumed Liabilities, the Stalking Horse Purchaser is not assuming any Liabilities of the Sellers, including the Excluded Liabilities. The Excluded Liabilities include but are not limited to liabilities, however arising, from any and all foreign or domestic claims, causes of action, lawsuits, class action lawsuits, consolidated proceedings, arbitrations, government investigations, and any proceeding or investigation based on successor or transferee liability. For the avoidance of doubt, Excluded Liabilities includes any: (i) product liability or similar claims for injury to a person or property arising from or related to any express or implied representation, warranty, or agreement made by Seller, claims arising from or related to the improper performance or malfunctioning of any product, the improper design or manufacture of any product, failure to adequately package, label or warn of hazards or other related defects of any products, or any service performed by Seller; (ii) any claims arising from or related to the recall or design defect of any products manufactured or sold by Seller or any service performed by Seller; and (iii) any claims, proceedings, or investigations pursued under the False Claims Act 31 U.S.C. §§ 3729–3733, whether brought by the United States Government or by another on its behalf. Purchaser acknowledges and agrees that no Liability of any Acquired Entity shall be an Excluded Liability and that all Liabilities of any Acquired Entity as of the Closing shall continue to be the Liabilities of such Acquired Entity following the Closing.
Sale Free and Clear (APA § 1.1)	Subject to the terms and conditions of the Stalking Horse APA, at the Closing, Sellers shall sell, transfer, assign, convey and deliver to the Stalking Horse Purchaser, and the Stalking Horse Purchaser shall purchase, acquire and accept from Sellers, all of Sellers' right, title and interest in and to, as of the Closing, the Acquired Assets, free and clear

Key Terms of the Stalking Horse APA[7]	
	of all Encumbrances other than Permitted Encumbrances and Assumed Liabilities.
Conditions to Closing (APA § 7)	The obligations of the Parties to consummate the transactions contemplated by this Stalking Horse APA are subject to the satisfaction of the conditions precedent as set forth in Article VII of the Stalking Horse APA. Such conditions precedent shall be usual and customary for transactions of this type, including, but not limited to: (a) the expiration or termination of any waiting period, and any extension thereof under the Competition and FDI Laws set forth in the List of Required Regulatory Filings related to the transactions contemplated by the Stalking Horse APA, and receipt of any necessary approval related to the transactions contemplated by the Stalking Horse APA under the Competition and FDI Laws or other regulations set forth in the List of Required Regulatory Filings; (b) Either (i) the applicable Notified Body shall have given written guidance that as of Closing, the Stalking Horse Purchaser shall be the manufacturer of the medical devices manufactured by Sellers as such date that are subject to the Medical Devices Directive 93/42/EEC and its replacement, the Medical Devices Regulation (EU) 2017/745, or (ii) Exactech shall have executed a binding agreement with the Stalking Horse Purchaser to serve as the manufacturer of such medical devices until such time as either (x) the conditions set forth in clause (i) are satisfied in full, or (y) the Stalking Horse Purchaser otherwise holds the applicable EU Certifications, or (iii) the Stalking Horse Purchaser and Sellers shall have entered into such other arrangements with respect to such EU Certifications and medical devices as are mutually agreed; (c) all Required Permits shall have been transferred to Purchaser (or a suitable arrangement has been made for the replacement of any Required Permit that is not transferable to Purchaser); (d) subject to Sellers and/or Exactech or an Affiliate of Exactech receiving the UK Restructuring Funding, the UK Corporate Restructuring Steps Plan shall have been completed; and (e) the Bankruptcy Court shall have entered the Confirmation and Sale Order in a form reasonably acceptable to the Purchaser and Sellers and shall have not been stayed, reversed, revoked, modified or vacated.
Sale to Insider (L.R. 6004-1(b)(iv)(A))	As detailed herein and in the Declarations, the Stalking Horse Purchaser is an entity formed by the Prepetition First Lien Agent. Neither the Stalking Horse Purchaser nor the Prepetition First Lien Lenders own any interests in the Debtors. However, the Stalking Horse Bid contemplates that the Prepetition First Lien Agent will direct the release of liens on behalf of the lender under the Prepetition Sidecar Facility (the "Prepetition Sidecar Lender") pursuant to a prepetition intercreditor agreement between the agent under the Prepetition Sidecar Facility (the "Prepetition Sidecar Agent") and the Prepetition First Lien

Key Terms of the Stalking Horse APA[7]	
	Agent. The Prepetition Sidecar Lender and the Prepetition Sidecar Agent is the Sponsor, and therefore the Sponsor, the majority equityholder of Debtor Osteon Holdings, Inc., will receive a minority interest in the Stalking Horse Purchaser on account of the loans under the Prepetition Sidecar Facility. Each of the Debtors, the Special Committee, the Stalking Horse Purchaser and the Sponsor has at all times been represented by separate counsel in negotiations resulting in entry into the Stalking Horse APA.
Agreements with Management (L.R. 6004-1(b)(iv)(B))	The Stalking Horse Purchaser has no direct contractual obligation with any members of the Debtors' current management team. Pursuant to Section 6.3 of the Stalking Horse APA, the Stalking Horse Purchaser has agreed to the following matters regarding compensation and future employment: (a) Purchaser shall extend to each employee of Sellers a written offer of employment (the employees who accept such offer, "Transferred Employees"); (b) From the Closing Date until December 31, 2025, Purchaser shall provide each Transferred Employee with (i) base compensation or wage rate, as applicable, that is no lower than such Transferred Employees base compensation or wage rate immediately prior to the Closing Date; (ii) cash bonus opportunities that are no less favorable than those provided to such Transferred Employee as of immediately prior to the Closing (but excluding any long-term incentive, retention, exit, transaction, or other special or one-time bonus payments); and (iii) other employee benefits (including severance benefits, but excluding any long-term incentive, deferred compensation, defined benefit pension or retiree medical or death benefits) that are no less favorable than those provided by Sellers to such Transferred Employees as of immediately prior to the Closing; and (c) Purchaser shall assume and honor (i) all accrued and unused vacation, personal days, sick pay and other paid time off for Transferred Employees to the extent earned but unused as of the Closing Date; (ii) account balances under Exactech's non-qualified deferred compensation plan unpaid immediately prior to the Closing, and (iii) to the extent unpaid as of the Closing, 2024 annual bonuses for Transferred Employees, in the amounts earned pursuant to terms thereof, but in no event to exceed the amount accrued by Exactech for such 2024 annual bonuses through the end of the 2024 calendar year. Although not explicitly agreed to in the Stalking Horse APA, the RSA contemplates that the Consenting Lenders (as defined in the RSA) shall support certain key employee retention and incentive plans.
Releases (L.R. 6004-1(b)(iv)(C))	The Stalking Horse APA does not include releases with respect to insiders or affiliated parties; however, subject to the outcome of the Special Committee investigation, the Debtors' Plan may or may not include such releases.

Key Terms of the Stalking Horse APA[7]	
Private Sale/No Competitive Bidding (L.R. 6004-1(b)(iv)(D))	Not applicable.
Closing and Other Deadlines (APA § 2.2; APA § 8.1(c); L.R. 6004-1(b)(iv)(E))	The closing of the Sale will take place by telephone conference at 9:00 a.m. Eastern Time on the second Business Day following full satisfaction or due waiver of the closing conditions set forth in Article VII of the Stalking Horse APA. The Outside Date for Closing is fourteen (14) days calendar days after entry of the Confirmation and Sale Order; *provided*, that in the event the Stalking Horse Bidder is the Winning Bidder or there is an Approved Sale Transaction (as defined in the RSA), the Outside Date may be extended as follows: (a) automatically up to three (3) times, in each instance by up to one (1) month, solely to the extent necessary to satisfy any conditions to closing the Sale Transaction requiring regulatory approvals to transfer licenses, registrations, certifications or other permits held by the Company Parties (as defined in the RSA) that are required for the sale or use of their products or otherwise for the lawful conduct of their business in the European Union (the "E.U. Regulatory Conditions"); *provided*, that such automatic extension shall apply solely to the extent that (i) all other conditions to closing the Sale Transaction have been met, (ii) no Company Party is then in breach of the RSA, the DIP Credit Agreement, or the Stalking Horse APA, and (iii) the E.U. Regulatory Conditions have not been waived by the Winning Bidder; and (b) one time by up to three months, with the prior written consent of the Required Consenting Lenders.
Good Faith Deposit (L.R. 6004-1(b)(iv)(F))	Not applicable.
Interim Arrangements with Stalking Horse Purchaser (L.R. 6004-1(b)(iv)(G))	Not applicable.
Use of Proceeds (L.R. 6004-1(b)(iv)(H))	The proceeds of the Sale shall be distributed in accordance with the Plan.
Tax Exemption (L.R. 6004-1(b)(iv)(I))	The Confirmation and Sale Order will exempt the Sale(s) and conveyance(s) of the Assets from any transfer tax, stamp tax or similar tax, or deposit under any applicable bulk sales statute, and the scope of such exemption will be disclosed when the Confirmation and Sale Order are filed with the Court.
Record Retention (APA § 6.2; L.R. 6004-1(b)(iv)(J))	Section 6.2 of the Stalking Horse APA provides that the Purchaser shall grant the Sellers and their Advisors with reasonable access to the books and records transferred to Purchaser pursuant to the Agreement.
Sale of Avoidance Actions (APA § 1.1(m), 1.2(n)) (L.R. 6004-1(b)(iv)(K))	The Acquired Assets include (i) all preference or avoidance claims or actions arising under the Bankruptcy Code or other applicable Law, and (ii) all other rights, claims, causes of action, rights of recovery, rights

Key Terms of the Stalking Horse APA[7]	
	of set-off and rights of recoupment as of the Closing of any Seller, in each case, solely related to the Acquired Assets or Assumed Liabilities. For the avoidance of doubt the following are Excluded Assets that are not being sold as Acquired Assets: all claims or causes of action, if any, against the Sellers' current and former officers, directors, managers, Representatives, and other agents that may released pursuant to the Plan.
No Successor Liability (APA § 5.3; L.R. 6004-1(b)(iv)(L))	The Debtors expect their proposed Confirmation and Sale Order to include customary findings protecting the Stalking Horse Purchaser from successor liability.
Sale Free and Clear of Unexpired Leases (L.R. 6004-1(b)(iv)(M))	The Debtors are seeking to sell the Assets free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Encumbrances).
Credit Bid (APA § 4.1; Local Rule 6004- 1(b)(iv)(N))	The Stalking Horse APA provides that the Stalking Horse Purchaser will credit bid in an amount equal to (x) all of the Prepetition Obligations, and (y) the full amount of the obligations of Sellers under the DIP Facility due and payable as of the Closing Date.
Relief from Bankruptcy Rule 6004(h) (L.R. 6004-1(b)(iv)(O))	This Motion seeks, and the proposed Bidding Procedures Order includes, relief from the fourteen-day stay imposed by Bankruptcy Rule 6004(h). The Confirmation and Sale Order are also anticipated to include relief from the fourteen-day stay imposed by Bankruptcy Rules 3020(e) and 6004(h).

V. The Proposed Bidding Procedures

22. The Debtors have developed and proposed the Bidding Procedures to facilitate a fair and efficient process for soliciting, receiving, and evaluating bids. Consistent with the Debtors' goal of implementing a cost-effective Sale, the proposed Bidding Procedures are designed to promote a competitive and value-maximizing sale process and create a path toward entry of the Confirmation and Sale Order that will secure the highest or otherwise best value for the Assets. In addition, the Debtors believe the Bidding Procedures provide potential bidders with ample notice and time to conduct thorough due diligence and submit binding bids in advance of the

Confirmation and Sale Hearing. As such, the Debtors believe the proposed Bidding Procedures are fair and in the best interests of their estates and stakeholders and should be approved.

23. The Bidding Procedures describe, among other things, (a) the Assets available for sale, (b) the manner in which bids become "qualified," (c) the coordination of diligence efforts among the bidders and the Debtors, (d) the receipt and negotiation of bids received, (e) the conduct of any Auction, and (f) the selection and approval of the Winning Bidder and the selection of the Back-Up Bidder (as defined below). The Bidding Procedures reflect the Debtors' objective of conducting the Sale Process in an orderly, fair, and open manner, while ensuring that the highest or otherwise best bid is generated for the Assets. The Bidding Procedures are attached as Exhibit 1 to the Bidding Procedures Order. The Bidding Procedures shall apply to Interested Bidders, Potential Bidders, Qualifying Bidders, the submission, receipt, analysis of all bids relating to the Sale, and the conduct of the Sale and the Auction.

24. The Bidding Procedures contain the following provisions that are to be highlighted pursuant to Local Rule 6004-1(c), which are more fully described in the Bidding Procedures:[9]

Provision	Summary Description
Provisions Governing Qualification of Prospective Bidders (Local Rule 6004-1(c)(i)(A))	Any interested party that wishes to participate in the bidding process for the Assets other than in the case of the Stalking Horse Purchaser (each, an "Interested Bidder") must first become a potential bidder (a "Potential Bidder"). The Debtors will provide Potential Bidders with reasonable access to a data room and any other additional information that the Debtors believe to be reasonable and appropriate under the circumstances. To become a Potential Bidder, an Interested Bidder must submit to the Debtors and their advisors the following documents (collectively, the "Preliminary Bid Documents"): (a) documentation identifying the Potential Bidder, its principals, and the representatives thereof who are authorized to appear and act on their behalf for all purposes regarding the contemplated transaction, including the Auction, if any;

[9] The following summary is qualified in its entirety by reference to the provisions of the Bidding Procedures. In the event of any inconsistencies between the provisions of the Bidding Procedures and the summary, the terms of the Bidding Procedures shall govern. Capitalized terms used in this summary and not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures.

Provision	Summary Description
	(b) an executed confidentiality agreement ("Confidentiality Agreement") (as defined in the Bid Procedures) in form and substance satisfactory to the Debtors; (c) a statement and other factual support demonstrating to the Debtors' reasonable satisfaction, after consultation with the Consultation Parties, that the Potential Bidder has a bona fide interest in consummating the Sale; and (d) sufficient information, as determined by the Debtors, after consultation with the Consultation Parties, to allow the Debtors to determine that the Potential Bidder (x) has, or can obtain, the financial wherewithal and any required internal corporate, legal or other authorizations to close the Sale, including, but not limited to, current audited financial statements of the Potential Bidder (or such other form of financial disclosure acceptable to the Debtors in their discretion), and (y) can provide adequate assurance of future performance under any executory contracts and unexpired leases to be assumed by the Debtors and assigned to the Stalking Horse Purchaser or other Winning Bidder, as applicable, in connection with the Sale, pursuant to section 365 of the Bankruptcy Code, in connection with the Sale. In order for a Potential Bidder to become a qualifying bidder (a "Qualifying Bidder"), the Potential Bidder must submit a Qualified Bid (as defined herein), for purposes of constituting the opening bid of the Auction, that is at least equal to the value of the Stalking Horse Bid, plus (i) the Expense Reimbursement (as defined below) and (ii) $10,000,000.00, for the applicable Assets (the "Baseline Bid").
No Communications Among Bidders	Bidders and their representatives shall not communicate or coordinate with one another for purposes of submitting a Bid or Bids or participating in the Auction.
Provisions Governing Qualifying Bids (Local Rule 6004-1(c)(i)(B))	The Bid Deadline is Monday, February 24, 2025 at 4:00 p.m. (prevailing Eastern Time). Potential Bidders must provide a good faith cash deposit (the "Deposit") in an amount equal to ten percent (10%) of the aggregate purchase price provided for in the Alternative APA (or such additional amount as may be determined by the Debtors in their reasonable discretion); Potential Bidders must provide their Bid accompanied by an Alternative APA and an alternative Confirmation and Sale Order that reflects any variations from the Stalking Horse APA or the Confirmation and Sale Order, as applicable; Further, Potential Bidders must provide their Bid in accordance with the following requirements: (a) be in writing; (b) include a clean and duly executed asset purchase agreement (an "Alternative APA") and a marked copy of the Alternative APA and an alternative Confirmation and Sale order showing any variations from the Stalking Horse APA or the Confirmation and Sale Order, as applicable; (c) fully disclose the identity of the Potential Bidder (and to the extent that the Potential Bidder is a newly formed acquisition entity or the like, the identity of the Potential Bidder's parent company or sponsor), and provide the contact information of the specific person(s) whom the Debtors or their advisors should contact in the event that the Debtors have any questions or wish to discuss the bid submitted by the Potential Bidder;

Provision	Summary Description
	(d) set forth the purchase price to be paid by such Potential Bidder, which purchase price shall include an aggregate amount of cash sufficient to pay all DIP Obligations (as defined in the DIP Order) in cash in full at closing; (e) identify separately any cash and non-cash components, which non-cash components shall be limited only to credit bids in accordance with section 363(k) of the Bankruptcy Code and assumed liabilities; (f) state the liabilities proposed to be paid or assumed by such Potential Bidder; (g) specify the Assets that are included in the bid and state that such Potential Bidder offers to (i) purchase the Assets, or a number or combination of the Assets, and (ii) assume liabilities, upon substantially the same terms as, or terms more favorable to the Debtors and their estate than, the terms set forth in the Stalking Horse APA; (h) state that such Potential Bidder's offer is formal, binding and unconditional, and is irrevocable until two (2) business days after the closing of the Sale with respect to the applicable Assets; (i) to the extent that a bid is not accompanied by evidence of a Potential Bidder's capacity to consummate the applicable Sale with cash on hand, the bid must include unconditional committed financing from a reputable financing institution, documented to the satisfaction of the Debtors in consultation with the Consultation Parties, including appropriate contact information for such financing sources, that demonstrates that the Potential Bidder has: (i) received sufficient debt and/or equity funding commitments to satisfy the Potential Bidder's purchase price and other obligations under its bid; and (ii) adequate working capital financing or resources to finance going concern operations for the Assets. 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 reasonably acceptable to the Debtors, in consultation with the Consultation Parties; (j) contain such financial and other information to allow the Debtors to make a reasonable determination, after consultation with the Consultation Parties, as to the Potential Bidder's financial and other capabilities to close the transactions contemplated by the applicable Alternative APA, including, without limitation, such financial and other information supporting the Potential Bidder's ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) and, if applicable, section 365(b)(3) of the Bankruptcy Code, including the Potential Bidder's financial wherewithal and willingness to perform under any contracts and leases that are assumed and assigned to the Potential Bidder, in a form that allows the Debtors to serve such information on any counterparties to such contracts or leases in connection with the Sale within one (1) business day after the Debtors' receipt of such information. To the extent that the Potential Bidder (other than the Stalking Horse Purchaser) is a newly formed acquisition entity or the like, the financial and other information supporting the Potential Bidder's financial wherewithal shall include financial and other information supporting the financial wherewithal of the Potential Bidder's parent company or sponsor; (k) identify with particularity each and every executory contract and unexpired lease, the assumption and assignment of which is a condition to close the transactions contemplated by the Alternative APA;

Provision	Summary Description
	(l) include closing conditions that are no less favorable to the Debtors than the closing conditions contained in the Stalking Horse APA (and specify such closing conditions in the applicable Alternative APA); (m) include a statement that the bid does not request or entitle such Potential Bidder to any break-up fee, termination fee, expense reimbursement, or similar type of payment or reimbursement; (n) not contain any contingencies of any kind, including, without limitation, contingencies related to financing, internal approval, or due diligence; (o) contain a written acknowledgement and representation that the Potential Bidder (i) has had an opportunity to conduct any and all due diligence regarding the Assets, (ii) has relied solely upon its own independent review, investigation or inspection of any documents and other information 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 documents or other information provided in connection with the Bidding Procedures and the Sale; (p) set forth (i) a statement or evidence that the Potential Bidder has made or will make in a timely manner all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, if applicable, and pay the fees associated with such filings, and (ii) any regulatory and third-party approvals required for the Potential Bidder to close the transactions contemplated by the Alternative APA, and the time period within which the Potential Bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than five (5) days following execution and delivery of such Potential Bidder's Alternative APA, those actions the bidder will take to ensure receipt of such approval(s) as promptly as possible); *provided* that a Potential Bidder agrees that its legal counsel will coordinate in good faith with the Debtors' legal counsel to discuss and explain the Potential Bidder's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Alternative APA; *provided*, *further* that the bid contains a covenant to cooperate with the Debtors to provide pertinent factual information regarding the bidder's operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements; (q) provide for a binding commitment of the Potential Bidder to serve as a backup bidder (the "Back-Up Bidder") if the Potential Bidder's bid is the next highest and or otherwise next best bid (the "Back-Up Bid") after the Winning Bid, with respect to the applicable Assets; (r) include written evidence of authorization and approval from the Potential Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of the Alternative APA; (s) provide a good faith cash deposit (the "Deposit") in an amount equal to ten percent (10%) of the aggregate purchase price provided for in the Alternative APA (or such additional amount as may be determined by the Debtors in their reasonable discretion);

Provision	Summary Description
	(t) state or otherwise estimate the types of, and costs or charges for, transition services, if any, the Potential Bidder would require of or provide to the Debtors, including an estimate of the time any such transition services would be required of or provided to the Debtor; and (u) provide that in the event of the Potential Bidder's breach of, or failure to perform under, the Alternative APA, the Debtors and their estates shall be entitled to pursue all available legal and equitable remedies, including, without limitation, retention of the Deposit as part of the damages resulting to the Debtors and their estates for such breach or failure to perform.
Provisions Providing Bid Protections to Stalking Horse Purchaser (Local Rule 6004-1(c)(i)(C))	Pursuant to Section 8.2(c) of the Stalking Horse APA, in the event that this Stalking Horse APA is terminated for any reason other than a termination by Sellers pursuant to Section 8.1(b), 8.1(d), 8.1(f) or 8.1(g), Sellers shall reimburse Purchaser for all of the actual, documented and reasonable out of pocket costs, fees and expenses incurred or to be incurred by Purchaser or its Affiliates up to an amount not to exceed 1% of the Purchase Price, including reasonable and documented fees, costs and expenses of any professionals (including financial advisor, outside legal counsel, accountants, experts and consultants) retained by Purchaser or its Affiliates in connection with or related to the authorization, preparation, investigation, negotiation, execution and performance of the Stalking Horse APA, the transactions hereunder, including the Bankruptcy Cases and other judicial and regulatory proceedings related to such transactions, in each case, less any expenses that the Bankruptcy Court determines not to be reasonable (such costs, fees and expenses, the "Expense Reimbursement"). Sellers acknowledge and agree that (i) the payment of the Expense Reimbursement is an integral part of the transactions contemplated hereunder, (ii) in the absence of Sellers' obligations to make these payments, Purchaser would not have entered into the Stalking Horse APA, (C) time is of the essence with respect to the payment of the Expense Reimbursement and (D) to the extent authorized by the Bankruptcy Court, pursuant to the Bidding Procedures Order and Plan Confirmation and Sale Order, and subject to approval by the Bankruptcy Court, the Expense Reimbursement shall constitute allowed superpriority administrative expense claims against Sellers' estates pursuant to sections 105(a), 503(b), and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code; provided, that such expense claims shall be junior to any obligations incurred under the DIP Facility, any superpriority claim granted under the order approving the DIP Facility (whether as adequate protection or otherwise), and any claims senior to the obligations incurred pursuant to the DIP Facility (including, for the avoidance of doubt, any "Carve Out" or similar provision granted pursuant to the DIP Order). To the extent that all amounts due in respect of the Expense Reimbursement have actually been paid by Sellers to Purchaser, or if the Sellers and Purchaser shall consummate the transactions contemplated hereunder, Purchaser shall not have any additional recourse against the Sellers or their Affiliates for the Expense Reimbursement. In the event of any consummation of the transactions contemplated hereunder, Purchaser shall disgorge to the applicable Seller(s) the amount of any Expense Reimbursement actually paid by the Sellers to the Purchaser promptly following such consummation.

Provision	Summary Description
Modifications of Bidding Procedures (Local Rule 6004-1(c)(i)(D))	Notwithstanding any of the foregoing, the Debtors, in consultation with the Consultation Parties, may (a) after consultation with the DIP Agent, extend the deadlines set forth in the Bidding Procedures Order or the Bidding Procedures, and (b) adopt, implement, and waive such other, additional or existing procedures or requirements that, in their business judgment, will encourage an orderly Auction and bid process, including, but not limited to, the imposition of a requirement that all Qualifying Bidders submit sealed Qualifying Bids during the Auction, all without further notice except to the Auction Participants, as appropriate; *provided*, however, that the prior written consent of the DIP Agent is required to modify the minimum amount of consideration required for an Alternative APA to be the Baseline Bid pursuant to Section 9 in the Bidding Procedures.
Closing with Alternative Backup Bidders (Local Rule 6004-1(c)(i)(E))	In the event that the Winning Bidder fails to close by the outside date identified in the Winning Bid (or such date as may be extended by the Debtors in consultation with the DIP Agent and the Consultation Parties), the applicable Back-Up Bid will be deemed to be the Winning Bid with respect to the Applicable Assets, the applicable Back-Up Bidder will be deemed to be the applicable Winning Bidder, and the Debtors shall be authorized to close the Sale of the applicable 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.
Provisions Governing Conduct of Auction (Local Rule 6004-1(c)(ii)(B))	The Auction shall be governed by the following procedures: (a) the Auction shall be held on Monday, March 3, 2025 at 11:00 a.m. (ET) or such other date as may be determined by the Debtors in consultation with the Consultation Parties (which information will be timely provided by the Debtors to the Auction Participants (as defined below)) at the offices of Ropes & Gray LLP, 1211 6th Avenue, New York, NY 10036 or virtually via telephone or video conference; (b) only the Stalking Horse Purchaser and the other Qualifying Bidders (together, the "Auction Bidders") shall be entitled to make any subsequent bids at the Auction; (c) the Auction Bidders shall appear at the Auction, or through a duly authorized representative; (d) only the Debtors, the Auction Bidders, the Consultation Parties, the DIP Agent, and any creditors of the Debtors, together with the professional advisors to each of the foregoing parties, may attend the Auction (collectively, the "Auction Participants"); provided that any such creditors provide counsel for the Debtors written notice of their intent to attend the Auction no later than 5:00 p.m. (ET) two days prior to the Auction; (e) the Debtors and their professional advisors shall direct and preside over the Auction, which shall be transcribed; (f) prior to the start of the Auction, each of the Auction Bidders shall confirm that they have not engaged in any collusion with respect to the Bidding Procedures, the Auction or the Sale; (g) the Auction shall be conducted in an open cry format (and not by way of sealed bids). Bidding shall commence at the amount of the Baseline Bid(s), and the Auction Bidders may submit successive bids in increments of at least $2,500,000.00, provided that: (i) each such successive bid must be a Qualifying Bid; and (ii) the Debtors shall retain the right to modify the bid increment requirements at the Auction;

Provision	Summary Description
	(h) the Auction may include individual negotiations with any of the Auction Bidders, but all bids shall be made on the record and in the presence of all of the Auction Bidders; (i) all material terms of the bid that is deemed to be the highest and otherwise best bid for each subset of Assets, if applicable, for each round of bidding shall be fully disclosed to the Auction Bidders, and the Debtors shall use reasonable efforts to clarify any and all questions that the Auction Bidders may have regarding Debtors' announcement of the then-current highest and otherwise best bid(s); (j) except as specifically set forth herein, for the purpose of evaluating the value of the purchase price provided by each successive bid (including any successive bid by the Stalking Horse Purchaser), the Debtors, in consultation with the Consultation Parties, may give effect to any additional liabilities to be assumed by a Qualifying Bidder, and any additional costs which may be imposed on the Debtors; (k) each Auction Bidder shall (i) be deemed to have waived any right to a jury trial in connection with, and consented and submitted to the exclusive jurisdiction of the Court over, any actions or proceedings arising from or relating to the Bidding Procedures, the Sale, the Auction and the construction and enforcement of the contemplated transaction documents of the Auction Bidders, (ii) be deemed to have waived any right to bring any such action or proceeding relating to the Bidding Procedures, the Auction, or the Sale in the Court, and (iii) be deemed to have consented to (A) the Court entering a final order or judgment determining in any such action or proceeding and (B) a final order or judgment in any such action or proceeding, including all appeals, being conclusive and enforceable in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law; (l) throughout the Auction, the Stalking Horse Purchaser (i) shall have the continuing right to credit bid the DIP Obligations (as each term is defined in the DIP Order) then outstanding, or any part thereof, to purchase the Assets, and (ii) shall have the continuing right to credit bid any Prepetition First Lien Obligations (as each term is defined in the DIP Order) then outstanding, or any part thereof, to purchase the Assets; (m) the Auction Bidders shall have the right to make additional modifications to the Stalking Horse APA or any Alternative APA, as applicable, in conjunction with each Qualifying Bid submitted in each round of bidding during the Auction, provided that (i) any such modifications on an aggregate basis and viewed in whole, shall not, in the Debtors' discretion, in consultation with the Consultation Parties, be less favorable to the Debtors and their estates than the terms of the Stalking Horse APA, and (ii) each Qualifying Bid shall constitute an irrevocable offer and shall be binding on the Auction Bidder submitting such bid until such Auction Bidder shall have submitted a subsequent Qualifying Bid at the Auction, unless such bid is selected as the Winning Bid or the Back-Up Bid, which shall remain binding as provided for herein; (n) the Debtors and the Consultation Parties shall have the right to request any additional financial information that will allow the Debtors and the Consultation Parties to make a reasonable determination as to an Auction Bidder's financial and other capabilities to consummate the transactions contemplated by the Stalking Horse APA or any Alternative APA, as

Provision	Summary Description
	applicable, as may be amended during the Auction, and any further information that the Debtors may believe is reasonably necessary to clarify and evaluate any bid made by an Auction Bidder during the Auction; (o) upon the conclusion of the Auction, the Debtors shall determine, in consultation with the Consultation Parties, and subject to Court approval, the offer or offers for the Assets (or any subset thereof, if applicable) that is or are the highest or otherwise best from among the Qualifying Bids submitted at the Auction (the "Winning Bid"). In making this decision, the Debtors shall consider, in consultation with the Consultation Parties, the amount of the purchase price, the assumption of liabilities, the likelihood of the bidder's ability to close the proposed transaction and the timing thereof, the number, type and nature of any changes to the Stalking Horse APA or the applicable Alternative APA(s), as applicable, requested by each bidder, and the net benefit to the Debtors' estates. The bidder(s) submitting such Winning Bid at the Auction shall become the "Winning Bidder," and shall have such rights and responsibilities of the purchaser as set forth in the Stalking Horse APA or any Alternative APA, as applicable. The Debtors shall designate a Back Up Bid (and the corresponding Back-Up Bidder) to purchase the Assets (or any subset thereof, if applicable) in the event that the Winning Bidder does not close the applicable Sale; (p) within one day after the conclusion of the Auction or as soon as reasonably practicable, the Debtors will file with the Court and serve on the Confirmation and Sale Notice Parties (defined below) a notice setting forth the results of the Auction (the "Notice of Winning Bidder and Back-Up Bidder"), which will (a) identify the Winning Bidder and the Back-Up Bidder with respect to each subset of the Assets; (b) include a copy of the Winning Bid(s) and the Back-Up Bid(s) or a summary of the material terms of such bids, including any proposed assumption and assignment of contracts and leases contemplated thereby; and (c) set forth the Adequate Assurance Objection Deadline, the date, time, and location of the Confirmation and Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Confirmation and Sale Notice Parties (defined below) of the outcome of the Auction; (q) within one (1) business day of the close of the Auction, in the event the Stalking Horse Purchaser is not the Winning Bidder, the Winning Bidder shall supplement the Winning Bidder's Deposit such that the Deposit shall be equal to an amount that is ten (10%) percent of the Winning Bid; and (r) prior to the Confirmation and Sale Hearing, the Winning Bidder(s) shall complete and execute all agreements, contracts, instruments, and other documents evidencing and containing the terms and conditions upon which the Winning Bid was made.

25. The Debtors respectfully submit that the timeline set forth in the Bidding Procedures, and the Bidding Procedures themselves, are reasonable and necessary under the circumstances of these chapter 11 cases. Such timeline provides over four (4) months between the filing of this Motion and the Bid Deadline, which will allow parties in interest sufficient time to

diligence the opportunity presented here, and to formulate bids for the Assets. The Bidding Procedures were designed with the objective of generating interest in, and driving higher and better value for, the Assets, while allowing the Debtors to close the Sale in a timely and efficient manner.

26. The Debtors and their professional advisors respectfully submit the Bidding Procedures and the other relief requested herein will facilitate the sale of the Assets for the highest or otherwise best value, help preserve jobs for the Debtors' employees, afford the Debtors with an opportunity to continue their relationships with their customers and vendors, and otherwise maximize recoveries for all stakeholders. Finally, the robust auction and sale process, contemplated by the Bidding Procedures will also serve as a market test to ensure that the Stalking Horse APA is a value-maximizing transaction for the Debtors and their stakeholders.

27. The Stalking Horse Purchaser will be deemed to be a Qualifying Bidder (as defined in the Bidding Procedures) and the Stalking Horse APA is deemed to be a Qualifying Bid (as defined in the Bidding Procedures). Subject to the DIP Order, the Stalking Horse Purchaser is credit bidding pursuant to 11 U.S.C. § 363(k), and thus is not required to make a Deposit (as defined in the Bidding Procedures) with the Debtors. Subject to the DIP Order, the Stalking Horse Purchaser 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 First Lien Obligations and the DIP Obligations (as each term is defined in the DIP Order).

28. Nothing in the Bidding Procedures will impose any obligation on the board of directors, board of managers, or similar governing body of a Debtor or its Debtor or Non-Debtor affiliates to take or refrain from taking any action if they reasonably determine, in good faith and after consulting their outside counsel, that such action or inaction would be inconsistent with applicable law or their fiduciary duties under applicable law. Therefore, the Bidding Procedures

do not hinder the Debtors' ability to consider all Qualified Bid proposals and preserve the Debtors' right to modify the Bidding Procedures as necessary or appropriate to maximize value for their estates.

VI. Notice Procedures for the Sale, Bidding Procedures, Auction, and Confirmation and Sale Hearing

29. The Debtors also request approval of the confirmation and sale notice (the "Confirmation and Sale Notice"), substantially in the form attached to the Bidding Procedures Order as Exhibit 2.

30. Upon entry of the Bidding Procedures Order, the Debtors will (i) serve the Confirmation and Sale Notice by regular mail on: (a) the Office of the United States Trustee for the District of Delaware; (b) counsels to the Stalking Horse Purchaser, the DIP Agent, the Ad Hoc Group, and the Sponsor; (c) all parties known by the Debtors to assert a lien or encumbrance on any of the Assets; (d) all persons known or reasonably believed to have asserted an interest in or claim to any of the Assets; (e) all non-debtor counterparties to the Assumed Contracts (defined below); (f) the Office of the United States Attorney for the District of Delaware; (g) the Office of the Attorney General in each state in which the Debtors have operated; (h) the Office of the Secretary of State in each state in which the Debtors have operated; (i) the Internal Revenue Service and all state and local taxing authorities in the states in which the Debtors have or may have any tax liability; (j) all environmental authorities having jurisdiction over any of the Assets, if any; (k) the Federal Trade Commission; (l) the United States Attorney General/Antitrust Division of the Department of Justice; (m) all of the Debtors' other known creditors and equity security holders; and (n) all other parties that have filed a notice of appearance and demand for service of papers in these chapter 11 cases as of the service date; and (ii) provide on a confidential basis a copy of the Confirmation and Sale Notice, along with other marketing materials deemed

appropriate by the Debtors and their advisors to any parties who express, to the Debtors or their advisors, an interest in acquiring some or all of the Assets (the parties in (i) and (ii) collectively, the "Confirmation and Sale Notice Parties"). As part of the Sale Process, the Debtors (directly or through their advisors) will keep a log of the Confirmation and Sale Notice Parties that they provide materials to pursuant to clause (ii) in the prior sentence.

31. The Debtors will also cause the Confirmation and Sale Notice to be published in the national edition of *The Wall Street Journal*, with any modifications necessary for ease of publication, and post the Confirmation and Sale Notice and the Bidding Procedures Order on Debtors' case website at https://restructuring.ra.kroll.com/Exactech (the "Case Website") maintained by Debtors' claims and noticing agent, Kroll Restructuring Administration, LLC ("Kroll").

32. Additionally, notice of the sale will be provided as part of a multi-faceted supplemental noticing plan (the "Supplemental Notice Plan") in connection with the Debtors bar dates, which is intended to reach its target audiences in a variety of different ways, including: (a) domestic and international publication in the United States and its territories, Canada, and Australia, (b) broadcast, cable, internet streaming, and television advertising, (c) internet banner advertising and paid internet search listings, (d) informational releases, (e) social media advertising, and (f) a dedicated website and call center. The Supplemental Notice Plan is designed to ensure the broadest, yet prudently targeted and efficient, noticing program practicable. Additional information regarding the Supplemental Notice Plan will be set forth in detail in the *Declaration of Jeanne Finegan in Support of Debtors' Motion for Entry of an Order (I) Establishing Deadlines to File Proofs of Claim, Including Claims Under 11 U.S.C. § 503(B)(9), and Requests for Payment Procedures Related Thereto, (II) Establishing an Amended Schedules*

Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, (IV) Approving Form and Manner of Notice Thereof, (V) Approving the Confidentiality Protocol, and (VI) Granting Related Relief, to be filed prior to the hearing on this Motion.

33. The Debtors submit that the foregoing Confirmation and Sale Notice is reasonably calculated to provide timely and adequate notice of the Sale, the Confirmation, the Bidding Procedures, the Auction, and the Confirmation and Sale Hearing to the Debtor's creditors and other parties in interest, as well as to those who are likely to have an interest in bidding on the Assets.

VII. Assumption and Assignment Notice

34. The Debtors are also seeking approval of certain procedures to facilitate the fair and orderly assumption and assignment of executory contracts and unexpired leases in connection with the Sale transaction (the "Assumption Procedures"). Because the Bidding Procedures Order sets forth the Assumption Procedures in detail, they are not restated herein. Generally, however, the Assumption Procedures (a) outline the process by which the Debtors may serve notice to certain executory contract and unexpired lease counterparties regarding the proposed assumption and assignment and related cure amounts, if any, informing such parties of their right and the procedures to object thereto, and (b) establish objection and other relevant deadlines and the manner for resolving disputes relating to the assumption and assignment of the Contracts to the extent necessary.

BASIS FOR RELIEF

I. The Court Should Approve the Sale Timeline Because it Is in the Best Interests of the Debtors' Estates and Is Reasonable in Time and Scope

35. The Debtors seek entry of the Bidding Procedures Order for purposes of setting the Sale Timeline and providing parties with as much notice and clarity as possible. The proposed Sale Timeline contemplates an efficient Sale Process and the Debtors want to ensure that all interested parties, and any potential bidders, understand the timeline to participate in the Sale Process and submit Qualifying Bids.

36. The Debtors further submit that the Sale Timeline is appropriate. The Debtors and their advisors have evaluated a number of qualitative and quantitative factors in designing a process that they believe will maximize the value of the Assets and result in a successful restructuring of their estates. The Debtors and their advisors have negotiated a timeline that balances the need to provide adequate notice to parties in interest, including to sufficiently market the Assets in the context of a postpetition Sale Process, with the need to quickly and efficiently consummate one or more Sale transactions. The Sale Timeline is a product of good-faith, arm's-length negotiations and reflects the best option for maximizing the value of the Assets under the circumstances of these chapter 11 cases.

37. The Debtors believe that the Sale Timeline is reasonable in time and scope and affords parties with sufficient time to gather information necessary to formulate a competitive, value-maximizing bid. Accordingly, the Debtors believe that the Sale Timeline is in the best interests of the Debtors' estates, will assist in establishing whether and to what extent a market exists for the Assets, and provides interested parties with sufficient opportunity to participate in any sale transaction(s), and ultimately, will result in the highest or otherwise best bid for the underlying Assets under the circumstances.

38. Access to the DIP Facility is critical to the Debtors' ability to operate their businesses through the completion of the Sale Process and during the pendency of these chapter 11 cases. Failure to adhere to the DIP Financing Milestones, which are reflected in the Sale Timeline, could jeopardize the Debtors' available borrowing under the DIP Facility and, in turn, compromise the Debtors' ability to effectuate the proposed Sale transaction. Given the anticipated cost of administering these chapter 11 cases, the Debtors cannot afford any delay in monetizing the Assets. With this in mind, the proposed Sale Timeline provides the Debtors the ability to maximize value while minimizing administrative expenses.

39. In view of the foregoing, the Debtors request that the Court enter the Bidding Procedures Order, substantially in the form attached hereto as **Exhibit A**, approving the Sale Timeline.

II. The Court Should Approve the Bidding Procedures and the Debtors' Entry into and Performance Under the Stalking Horse APA Because Such Approval Is in the Best Interest of the Debtors' Estates

40. The key objective in any sale of property of a debtor's estate is to maximize the value received by the estate. See In re Mushroom Transp. Co., 382 F.3d 325, 339 (3d Cir. 2004) (finding that debtor "had a fiduciary duty to protect and maximize the estate's assets"); *Official Comm. of Unsecured Creditors of Cybergenics, Corp v. Chinery*, 330 F.3d 548, 573 (3d Cir. 2003) (same). Procedures used to enhance competitive bidding support this objective and, therefore, are appropriate in the context of bankruptcy sales. *See In re O'Brien Envtl. Energy, Inc.*, 181 F.3d 527, 537 (3d Cir. 1999); *see also Integrated Res. Inc.*, 147 B.R. at 659 (stating that bidding procedures "encourage bidding and . . . maximize the value of the debtor's assets").

41. The Debtors and their professional advisors, including Centerview, have designed the Bidding Procedures to promote a competitive and fair bidding process to maximize value for

the Debtors' estates and their stakeholders. The Bidding Procedures will allow the Debtors to conduct the Sale Process in an orderly, fair, and open fashion, which will encourage participation by financially capable bidders, thereby increasing the likelihood that the Debtors will receive the highest or best possible consideration for the Assets. In addition, by setting a floor for the Sale, the Debtors believe their entry into the Stalking Horse APA further increases the likelihood of the Debtors receiving the highest or best consideration for the Assets.

42. Furthermore, the Bidding Procedures and the Stalking Horse APA provide an appropriate framework for the Debtors and their fiduciaries and professional advisors to review, analyze, and compare any bids received to determine which bids are in the best interests of the Debtors' estates and their creditors. The Debtors and Centerview, the Debtors' investment banker in connection with the Sale Process, believe that the Bidding Procedures and Stalking Horse APA are appropriately crafted to and should maximize the value of the Assets.

43. Moreover, the Debtors are required under the DIP Credit Agreement to complete the Auction and Sale Process on the timetable set forth therein and contemplated by the Bidding Procedures. The Debtors believe this timetable is fair and reasonable in light of the circumstances of these chapter 11 cases.

44. In addition, the Bidding Procedures and Stalking Horse APA do not contemplate approval of a break-up fee, which the Debtors believe removes the possibility of the Bidding Procedures and entry into the Stalking Horse APA chilling or otherwise hampering other potential bids. Rather, approval of the Bidding Procedures and the Debtors' entry into the Stalking Horse APA will establish a floor for the Debtors at the Auction and increase the likelihood that the Debtors receive the highest or best consideration for the Assets.

45. The Debtors submit that the Bidding Procedures and entry into the Stalking Horse APA are necessary and promote a fair and transparent sale process for the Debtors to obtain the highest or otherwise best value for the Assets. Therefore, the Debtors request the Court approve the Bidding Procedures and entry into the Stalking Horse APA through the Bidding Procedures Order.

III. The Expense Reimbursement Is an Actual and Necessary Cost to Preserve the Value of the Estates

46. The Debtors have formulated a bidding process that the Debtors believe will induce prospective competing bidders to expend the time, energy, and resources necessary to submit a bid, and which the Debtors believe is fair and reasonable and will provide a benefit to the Debtors' estates and stakeholders. Given the Stalking Horse Purchaser's time and resources expended on, among other things, negotiating the Stalking Horse APA, the Debtors have concluded that the provision of the stalking horse expense reimbursement of up to one percent of the Purchase Price (the "Expense Reimbursement") is warranted under the circumstances at hand.

47. The use of bid protections, such as the Expense Reimbursement, have become an established practice in chapter 11 asset sales. Courts have acknowledged that the approval of expenses in connection with substantial sales in bankruptcy is warranted to compensate an unsuccessful acquirer whose initial offer served as the basis and catalyst for higher or better offers. *See In re Energy Future Holdings Corp.*, 904 F.3d 298, 313 (3d Cir. 2018) (*citing In re O'Brien Env't. Energy, Inc.*, 181 F.3d 527, 535 (3d Cir. 1999)); *In re Reliant Energy Channelview LP*, 594 F.3d 200, 206 (3d Cir. 2010) (holding allowance of expense reimbursement to induce initial bid is permissible). Within the Third Circuit, the allowability of such expenses, depends upon "the requesting party's ability to show that the fees [a]re actually necessary to preserve the value of the estate." *Energy Future Holdings*, 904 F.3d at 313.

48. The Debtors submit that the allowance of the Expense Reimbursement is in the best interests of the Debtors' estates and their creditors because it will be: (a) the actual and necessary costs and expenses of preserving the Debtors' estates as defined by sections 503(b) and 507(a)(2) of the Bankruptcy Code; (b) commensurate to the real and substantial benefit conferred upon the Debtors' estates by the Stalking Horse Purchaser; (c) reasonable and appropriate considering the size and nature of the proposed sale transaction(s) and comparable transactions, as well as the commitments and efforts made by the Stalking Horse Purchaser; (d) necessary to incentivize the Stalking Horse Purchaser to continue pursuing the sale transaction(s) and abide by the Stalking Horse APA; and (e) subject to all parties in interests' rights to object and be heard with respect to approval of such Expense Reimbursement.

49. Indeed, the Expense Reimbursement is appropriate because entry into the Stalking Horse APA enabled the Debtors to secure an adequate floor price for the Assets, thereby ensuring that competing Bids would be materially higher or otherwise better than the bid reflected in the Stalking Horse APA—a clear benefit to the Debtors' estates. Moreover, it is unlikely the Stalking Horse Purchaser would have been willing to agree to act in such capacity without being granted the Expense Reimbursement. Without the Expense Reimbursement, the Debtors may lose the opportunity to obtain the highest or otherwise best offer for the Assets and would certainly lose the downside protection that will be afforded by the existence of the Stalking Horse Purchaser.

50. Additionally, the Stalking Horse Purchaser has expended, and will continue to expend, considerable time, money, and resources in connection with the transaction proposed in the Stalking Horse APA and has indicated that it is committed to engaging in extended and lengthy good faith negotiations if any Qualifying Bids are received. The Stalking Horse Purchaser's efforts, including the due diligence performed to date and the negotiation of transaction documents,

further benefit the process by providing the Debtors and Potential Bidders with a documented, precedent transaction on which to formulate competing bids.

51. For all of the foregoing reasons, the Debtors believe that granting the Expense Reimbursement will maximize the value realized for the benefit of the Debtors' estates, their creditors, and other parties in interest and should therefore be approved.

IV. Sound Business Judgment Supports Entry into the Stalking Horse APA Under Sections 105(a) and 363(b) of the Bankruptcy Code

52. Pursuant to section 105(a) of the Bankruptcy Code, a "[c]ourt may 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). Section 363(b) of the Bankruptcy Code provides that a debtor, "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). Although section 363(b) does not specify a standard for determining when it is appropriate for a court to authorize the use, sale or lease of property of the estate, courts have required that such use, sale or lease be based upon the sound business judgment of the debtor. *See, e.g.*, *Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (internal citation omitted); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.),* 722 F.2d 1063, 1070-71 (2d Cir. 1983); *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 147-48 (3d Cir. 1986) (implicitly adopting the "sound business judgment" test of *In re Lionel Corp.*); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 175-76 (D. Del. 1991) (holding that the Third Circuit adopted the "sound business judgment" test in *Abbotts Dairies*); *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.*), 242 B.R. 147, 153 (D. Del. 1999) (same).

53. The demonstration of a valid business justification by the debtor leads to a strong presumption "that in making [the] 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." *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

54. The Debtors submit that their decision to enter into the Stalking Horse APA represents a reasonable exercise of the Debtors' business judgment and should be approved. The Stalking Horse will serve as baseline for all prospective bidders in the sale process. The proposed Bidding Procedures taken together with the Stalking Horse APA serving as a baseline for Debtors' marketing and sale process will enable the Debtors to achieve substantial interest in, and consideration for, the Assets. Further, the proposed sale process will confirm whether the Stalking Horse Bid represents the highest or otherwise best offer for the Assets.

55. The Debtors will conduct an extensive and fulsome process to market the Assets. The open and fair auction and sale process contemplated by the Bidding Procedures will ensure that the Debtors' estates receive the highest or best value available for the Assets by allowing the market to dictate the value of the Assets and will provide a greater recovery than would be provided by any other available alternative. Furthermore, compliance with the Bidding Procedures will ensure the fairness and reasonableness of the consideration to be paid by the Stalking Horse Purchaser or, in the event the Stalking Horse Purchaser is not the Winning Bidder, then the Winning Bidder, and establish that the Debtors and such bidder have proceeded in good faith.

56. Additionally, the Debtors believe that the notice procedures described above are reasonable and adequate under the circumstances. Bankruptcy Rules 2002(a) and (c) require the Debtors to notify creditors of the Sale, the terms and conditions of the Sale, the time and place of the Auction, and the deadline for filing any objections. The Debtors believe that the proposed

notice procedures fully comply with Bankruptcy Rule 2002, and are reasonably calculated to provide timely and adequate notice of the Stalking Horse APA, the Bidding Procedures, the Auction, the Confirmation and Sale Hearing, and the Sale to the Debtors' creditors and all other parties in interest that are entitled to notice, as well as those parties that have expressed a *bona fide* interest in acquiring the Assets.

57. The Sale, conducted in accordance with the Bidding Procedures, will generate significant value for the Debtors' estates, and represents the best path forward for maximizing recoveries in connection with these chapter 11 cases. The Debtors submit that ample business justification exists for their entry into the Stalking Horse APA and therefore request Court approval thereof.

V. The Assumption and Assignment of the Assumed Contracts in Connection with the Sale Satisfies Section 365 of the Bankruptcy Code

58. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The Third Circuit has interpreted section 365 to authorize the debtor-in-possession "to assume or reject executory contracts, enabling the [debtor] to maximize the value of the debtor's estate by assuming executory contracts that benefit the estate and rejecting those that do not." *Cinicola v. Scharffenberger*, 248 F.3d 110, 119 (3d Cir. 2001).

59. The standard applied to determine whether the assumption of a contract or an unexpired lease should be authorized is the "business judgment" standard. *See In re AbitibiBowater Inc.*, 418 B.R. 815, 831 (Bankr. D. Del. 2009) (finding that a debtor's decision to assume or reject an executory contract will stand so long as "a reasonable business person would make a similar decision under similar circumstances."); *In re HQ Glob. Holdings, Inc.*, 290 B.R.

507, 511 (Bankr. D. Del. 2003) (stating a debtor's decision to reject an executory contract is governed by the business judgment standard and can only be overturned if the decision was the product of bad faith, whim, or caprice). As described above, "[t]he 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 interest of the company.'" *Integrated Res., Inc.*, 147 B.R. at 656 (quoting *Smith v. Van Gorkom*, 488 A.2d at 872). Indeed, "the sole issue is whether the rejection benefits the estate." *In re HQ Glob.*, 290 B.R. at 511.

60. The business judgment rule is crucial in chapter 11 cases and shields a debtor's management from judicial second-guessing. *See id.*; *see also Comm. of Asbestos Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) ("[T]he Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor's management decisions."). Generally, courts defer to a debtor in possession's business judgment to assume or reject an executory contract or lease. *See 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) (stating that the business judgment test "requires only that the trustee [or debtor in possession] demonstrate that [assumption or] rejection of the executory contract will benefit the estate."); *see also N.L.R.B. v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984); *Control Data Corp. v. Zelman (In re Minges)*, 602 F.2d 38, 42-43 (2d Cir. 1979); *In re Riodizio, Inc.*, 204 B.R. 417, 424-25 (Bankr. S.D.N.Y. 1997); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994).

61. Here, the Debtors have exercised their sound business judgment in determining that assumption and assignment of the Assumed Contracts is in the best interests of the Debtors and

their estates, and accordingly the Court should approve the proposed assumption under section 365(a) of the Bankruptcy Code. *See, e.g., In re Philadelphia Newspapers, LLC*, 424 B.R. 178, 182-83 (Bankr. E.D. Pa. 2010) (stating that if a debtor's business judgment has been reasonably exercised, a court should approve the assumption or rejection of an executory contract or unexpired lease); *Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996); *Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that, absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course").

62. As set forth above, the Sale will provide significant benefits to the Debtors' estates. To that end, the assumption, assignment, and sale of the Assumed Contracts is necessary for the Debtors to obtain the benefits of the Stalking Horse APA or an Alternative APA, as applicable. The Assumed Contracts are necessary to operate the Debtors' business and, as such, they are essential to inducing the highest or otherwise best bid for the Debtors' Assets. Any purchaser is unlikely to acquire a company on a going-concern basis unless a significant number of the contracts and leases required to operate the business are included in the contemplated transaction. In addition, the Assumed Contracts will be assumed and assigned through the process approved by the Court pursuant to the Bidding Procedures Order and, therefore, will be reviewed by key constituents in these chapter 11 cases.

63. In addition, under section 365(k) of the Bankruptcy Code, the assignment by a debtor to an entity of a contract or lease "relieves the trustee and the estate from any liability for any breach of such contract or lease occurring after such assignment." 11 U.S.C. § 365(k). Thus,

following an assignment to the Winning Bidder of any Assumed Contract, the Debtors will be relieved from any liability for any subsequent breach associated therewith.

64. To the extent any defaults exist under any Assigned Contract, any such default will be promptly cured, or adequate assurance that such default will be cured will be provided prior to the assumption and assignment. If necessary, the Debtors will submit facts prior to or at the Confirmation and Sale Hearing to show the financial credibility of the Stalking Horse Purchaser or other Winning Bidder, as the case may be, and willingness and ability to perform under the Assigned Contracts. The Confirmation and Sale Hearing will, therefore, provide the Court and other interested parties the opportunity to evaluate and, if necessary and supported by a timely objection in accordance with the Sale Timeline, challenge the ability of the Stalking Horse Purchaser or Winning Bidder, as the case may be, to provide adequate assurance of future performance under the Assigned Contracts, as required under section 365(b)(1)(C) of the Bankruptcy Code.

65. Section 365(f)(2) of the Bankruptcy Code provides that a debtor may assign an executory contract or unexpired lease of nonresidential real property if "adequate assurance of future performance by the assignee of such contract or lease is provided." 11 U.S.C. § 365(f)(2). The words "adequate assurance of future performance" must be given a "practical, pragmatic construction" in light of the facts and circumstances of the proposed assumption. *See In re Fleming Cos., Inc.*, 499 F.3d 300, 307 (3d Cir. 2007) (internal citation omitted); *Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1988) (same); *see also In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (finding that adequate assurance of future performance does not mean absolute assurance that debtor will thrive and profit); *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985) ("Although no single

solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance.”).

66. Specifically, 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 Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (holding that adequate assurance of future performance is given where the assignee of lease has financial resources and expressed a willingness to devote sufficient funding to the business to ensure its success, and that in the leasing context, the chief determinant of adequate assurance is whether rent will be paid).

67. Here, the Stalking Horse Purchaser or other Winning Bidder will have provided adequate assurance of future performance with respect to any Assumed Contract. For its bid to be deemed a Qualifying Bid, each Potential Bidder will be required to provide evidence supporting its ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) and, if applicable, section 365(b)(3) of the Bankruptcy Code (the “Adequate Assurance Information”), including: (a) the bidder’s financial wherewithal and willingness to perform under any contracts that are assumed and assigned to such Potential Bidder; and (b) a contact person for the proposed assignee that the Counterparty may directly contact in connection with the adequate assurance of future performance. To the extent that the Potential Bidder (other than the Stalking Horse Purchaser) is a newly formed acquisition entity or the like, the financial and other information supporting the Potential Bidder’s financial wherewithal shall include financial and other information supporting the financial wherewithal of the Potential Bidder’s parent company or sponsor. Furthermore, given that the Debtors will submit evidence that all requirements for the assumption and assignment of such contracts will be satisfied prior to or at the Confirmation and Sale Hearing, the Court and other interested parties will have the opportunity

to evaluate the ability of the Stalking Horse Purchaser or other Winning Bidder to provide adequate assurance of future performance.

68. Therefore, the Debtors respectfully request the Court to approve the proposed assumption and assignment of the Assumed Contracts.

VI. The Forms of Notice and Notice Procedures for the Bidding Procedures, the Auction, the Disclosure Statement Hearing, and the Confirmation and Sale Hearing Are Reasonable and Appropriate.

69. Pursuant to Bankruptcy Rules 2002(a) and (c), the Debtors are required to notify creditors of the Sale, including a disclosure of the time and place of any auction, the terms and conditions of the Sale, and the deadline for filing any objections thereto. *See* Fed. R. Bankr. P. 2002 (a), (c).

70. The Debtors submit that the notice procedures described above fully comply with Bankruptcy Rule 2002 and are reasonably calculated to provide timely and adequate notice of the Bidding Procedures, the Auction, the Disclosure Statement Hearing, and the Confirmation and Sale Hearing to the Debtors' creditors and all other interested parties that are entitled to notice, as well as those parties that have expressed a bona fide interest in acquiring the Assets.

71. Accordingly, the Debtors respectfully request that the Court approve the notice procedures set forth herein, including the form and manner of service of the Confirmation and Sale Notice, and that no other or further notice of the Bidding Procedures, the Auction, the Disclosure Statement Hearing, and the Confirmation and Sale Hearing is necessary or required.

WAIVER OF STAY UNDER BANKRUPTCY RULE 6004(H) AND 6006(D)

72. Pursuant to Bankruptcy Rule 6004(h), "[a]n 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." Fed. R. Bankr. P. 6004(h). Furthermore, Bankruptcy Rule 6006(d) provides that an "order authorizing the trustee to assign an executory contract or

unexpired lease under § 365(f) is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6006(d). As set forth throughout this Motion, any delay in the Debtors' ability to consummate the Sale on the timeline contemplated by the Bidding Procedures would be detrimental to the Debtors, their creditors and estates.[10]

73. For this reason and those set forth above, the Debtors submit that ample cause exists to justify a waiver of the fourteen day stay imposed by Bankruptcy Rule 6004(h) and 6006(d), to the extent applicable.

NOTICE

74. Notice of this Motion will be provided to: (a) the United States Trustee for the District of Delaware, Attn: Linda J. Casey, email: linda.casey@usdoj.gov; (b) counsel to the Stalking Horse Purchaser; (c) all parties known by the Debtors to assert a lien or encumbrance on any of the Assets; (d) all persons known or reasonably believed to have asserted an interest in or a claim to any of the Assets; (e) the Office of the Secretary of State in each state in which the Debtors have operated; (f) the Internal Revenue Service and all state and local taxing authorities in the states in which the Debtors have or may have any tax liability; (g) all environmental authorities having jurisdiction over any of the Assets, if any; (h) the Federal Trade Commission; (i) the United States Attorney General/Antitrust Division of Department of Justice; (j) the state attorneys general for all states in which the Debtors conduct business; (k) the United States Securities and Exchange Commission; (l) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (m) counsel to the Ad Hoc Group, (n) counsel to the DIP Agent; (o) the Sponsor; and (p) all parties that have filed a notice of appearance and request for service of papers

[10] The Debtors will also seek waivers of the stays under Bankruptcy Rules 3020(e) and 6004(h) through entry of the Confirmation and Sale Order.

pursuant to Bankruptcy Rule 2002. The Debtors will also provide copies of the Confirmation and Sale Notice to parties who express, to the Debtors or their advisors, an interest in acquiring some or all of the Assets. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

[*Signature page follows*]

WHEREFORE, the Debtors request entry of the Bidding Procedures Order and the Confirmation and Sale Order granting the relief requested herein and such other and further relief as is just and proper.

Dated: November 12, 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Proposed Co-counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: Exactech, Inc., *et al.*,[1] Debtors.	Chapter 11 Case No. 24-12441 (LSS) (Jointly Administered) **Hearing Date: December 4, 2024 at 10:00 a.m. (ET)** **Obj. Deadline: November 26, 2024 at 4:00 p.m. (ET)**

NOTICE OF MOTION

PLEASE TAKE NOTICE that Exactech, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") have filed the attached *Debtors' Motion For Entry of an Order Approving (I) Bidding Procedures, the Sale Timeline, and the Form and Manner of Noticing Thereof; (II) the Debtors' Entry into and Performance Under the Stalking Horse APA; (III) Assumption and Assignment Procedures; and (IV) Granting Related Relief* (the "Motion");

PLEASE TAKE FURTHER NOTICE that any objections to the Motion as it pertains to the Debtors' request for the entry of the Bidding Procedures Order (as defined in the Motion) must be filed on or before **November 26, 2024 at 4:00 p.m. (ET)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned proposed counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION AS IT PERTAINS TO THE DEBTORS' REQUEST FOR ENTRY OF THE BIDDING PROCEDURES ORDER WILL BE HELD ON DECEMBER 4, 2024 AT 10:00 A.M. (ET) BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN, UNITED STATES BANKRUPTCY COURT JUDGE FOR THE DISTRICT OF DELAWARE.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION AS IT PERTAINS TO THE DEBTORS' REQUEST FOR ENTRY OF THE BIDDING PROCEDURES ORDER WITHOUT FURTHER NOTICE OR A HEARING.

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Osteon Holdings, Inc. (7042); Osteon Intermediate Holdings I, Inc. (7778); Osteon Intermediate Holdings II, Inc. (1292); Exactech, Inc. (3930); and XpandOrtho, Inc. (4250). The Debtors' service address is 2320 NW 66th Court, Gainesville, Florida 32653.

Dated: November 12, 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Proposed Co-counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Bidding Procedures Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: Exactech, Inc., *et al.*,[1] Debtors.	Chapter 11 Case No. 24-12441 (LSS) (Jointly Administered) **Re: Docket No. ___**

ORDER APPROVING (I) BIDDING PROCEDURES, THE SALE TIMELINE, AND THE FORM AND MANNER OF NOTICE THEREOF; (II) THE DEBTORS' ENTRY INTO AND PERFORMANCE UNDER THE STALKING HORSE APA; (III) ASSUMPTION AND ASSIGNMENT PROCEDURES; AND (IV) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for, *inter alia*, the entry of an Order: (i) approving certain bidding procedures for the Sale (collectively, the "Bidding Procedures," a copy of which is attached as **Exhibit 1** to hereto), and the form and manner of notice thereof; (ii) authorizing the Debtors' entry into the Asset Purchase Agreement attached hereto as **Exhibit 4** (the "Stalking Horse APA") with the Stalking Horse Purchaser; (iii) approving the Expense Reimbursement; (iv) scheduling an Auction and the Confirmation and Sale Hearing; (v) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases (each, a "Assumed Contract" and collectively, the "Assumed Contracts"); and (vi) granting related relief; and upon consideration of the Declarations; and due and proper notice of the Motion having

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Osteon Holdings, Inc. (7042); Osteon Intermediate Holdings I, Inc. (7778); Osteon Intermediate Holdings II, Inc. (1292); Exactech, Inc. (3930); and XpandOrtho, Inc. (4250). The Debtors' service address is 2320 NW 66th Court, Gainesville, Florida 32653.

[2] Capitalized terms used but not defined herein shall have the meanings given them in the Bidding Procedures (as defined below), or to the extent not defined therein, the Motion or the Stalking Horse APA.

been given; and it appearing that no other or further notice of the Motion is required except as set forth herein; and it appearing that this Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Motion; and the Court having reviewed the Declarations and the testimony set forth therein; and the Bidding Procedures Hearing having been held; and this Court having found and determined that the relief set forth herein is in the best interests of the Debtors, their estates and creditors and all parties in interest, and that the legal and factual bases set forth in the Motion and the evidence adduced at the Bidding Procedures Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. Confirmation and Sale Notice. The Confirmation and Sale Notice (as defined below), substantially in the form attached hereto as **Exhibit 2** and delivered in accordance with Motion, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of (i) this Order, (ii) the Bidding Procedures, (iii) the Auction, (iv) the Sale, (v) the Confirmation and Sale Hearing, (vi) any and all objection deadlines related thereto, (vii) that the Sale shall be free and clear of liens, claims, interests, and other encumbrances, with all such liens, claims interests, and other encumbrances attaching with the same validity and priority to the

[3] 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 of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

proceeds of the Sale, and, in each case, no other or further notice is required of the foregoing. Such notice is sufficient to cause all interested parties, including all holders of liens, claims, interests, and other encumbrances, whether holders of such liens, claims, interests, or other encumbrances are known or unknown, to be on notice that the proposed Sale shall be free and clear of such liens, claims, interests, or other encumbrances with respect to the Debtors, their assets, and their estates.

B. Bidding Procedures. The Debtors have articulated good and sufficient business reasons for the Court to approve the Bidding Procedures. The Bidding Procedures are: (i) fair, reasonable, and appropriate; and (ii) reasonably designed to maximize recovery with respect to the Sale. The Bidding Procedures were negotiated in good faith and at arm's length and are reasonably designed to promote a competitive and robust bidding process to generate substantial interest in, and better value for, the Debtors' Assets.

C. Stalking Horse APA. The process for selecting the Stalking Horse Purchaser was fair and appropriate under the circumstances. The Stalking Horse APA represents the highest or otherwise best offer the Debtors have received to date to purchase the Assets designated for purchase thereunder. The Stalking Horse APA 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 APA, the Debtors are at a significant risk of realizing a lower price for the Assets. The Stalking Horse Purchaser shall act as a "stalking horse purchaser" pursuant to the Stalking Horse APA and shall be subject to higher or otherwise better offers in accordance with the Stalking Horse APA and the Bidding Procedures. Pursuit of the Stalking Horse Purchaser as a "stalking horse purchaser" and the Stalking Horse APA 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.

D. Expense Reimbursement. The Expense Reimbursement is approved in the amount up to one percent of the Purchase Price and shall be paid to the Stalking Horse Purchaser pursuant to the terms of the Bidding Procedures and the Stalking Horse APA. The Expense Reimbursement is reasonable and appropriate under the circumstances and on the terms set forth in the Bidding Procedures, including in light of the time, cost, and resources expensed by the Stalking Horse Purchaser and the commitments that will be made by the Stalking Horse Purchaser. The Expense Reimbursement is an actual and necessary cost and expense of preserving the Debtors' assets within the meaning of section 503(b) of the Bankruptcy Code and shall be treated as an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 503(b) and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code, *provided* that such superpriority administrative expense claim shall be junior to any obligations incurred under the DIP Facility, any superpriority claim granted under the order approving the DIP Facility (whether as adequate protection or otherwise), and any claims senior to the obligations incurred pursuant to the DIP Facility (including, for the avoidance of doubt, any "Carve Out" or similar provision granted pursuant to the DIP Order).

E. Auction. The Auction, if held, is necessary to determine whether any entity other than the Stalking Horse Purchaser is willing to enter into a definitive agreement on terms and conditions more favorable to the Debtors and their estates than the Stalking Horse APA.

F. Assumption and Assignment Procedures. The Assumption Notice, attached hereto as **Exhibit 3**, is reasonably calculated to provide counterparties to the Assumed Contracts with

proper notice of the intended assumption and assignment of their executory contracts, any Cure Costs and the assumption and assignment procedures.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Those portions of the Motion seeking approval of (a) the Debtors' entry into the Stalking Horse APA (subject to higher or otherwise better offers in accordance with this Order), (b) the Bidding Procedures, (c) the date and time of the Confirmation and Sale Hearing, (d) the Expense Reimbursement, and (e) the noticing and objection procedures related to each of the foregoing, including, without limitation, the notice of the Sale and the entry of this Order, substantially in the form attached hereto as **Exhibit 2** (the "Confirmation and Sale Notice"), and the notice of the Debtors' potential assumption and assignment of the Assumed Contracts, substantially in the form attached hereto as **Exhibit 3** (the "Assumption Notice"), (subclauses (a) - (e) above, collectively, the "Sale Process"), are hereby GRANTED to the extent set forth herein.

2. Any objections to the Motion as it pertains to the Sale Process or the relief granted by this Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.

3. The following Sale Timeline is hereby approved:

Event	**Proposed Deadline**
Entry of the Bidding Procedures Order	On or before Wednesday, December 4, 2024
Disclosure Statement Hearing	On or before Tuesday, February 4, 2025
Qualifying Bid Deadline	Monday, February 24, 2025 at 4:00 p.m. (prevailing Eastern Time)
Auction Date (if necessary)	Monday, March 3, 2025
Deadline to file Notice of Winning Bidder	One (1) day following the closing of the Auction, or as soon as reasonably practicable

Deadline to Object to Confirmation and the Sale	Tuesday, March 18, 2025 at 4:00 p.m. (prevailing Eastern Time)
Deadline to Reply to Confirmation and Sale Objections	Wednesday, March 26, 2025 at 4:00 p.m. (prevailing Eastern Time)
Hearing to Consider the Confirmation and Sale Order	On or before Friday, March 28, 2025 (subject to the Court's availability)
Entry of the Confirmation and Sale Order	No later than Friday, March 28, 2025

4. Notwithstanding any of the foregoing, the Debtors, in consultation with the Consultation Parties, may, after consultation with the DIP Agent, extend the deadlines set forth in this Order or the Bidding Procedures, with notice of such extension being filed with the Court. Any such extension shall not itself modify any milestones related to debtor in possession financing provided to the Debtors and approved by the Court.

5. Any objection to the Sale, or the provision of adequate assurance of future performance by the Stalking Horse Purchaser or other Winning Bidder must be filed with the Court and served so as to be **actually received** by the Confirmation and Sale Notice Parties by the deadline set forth above. No party may object to the right of the DIP Secured Parties or the Prepetition First Lien Lenders credit bid any of their respective secured claims under applicable law.

6. The Bidding Procedures attached hereto as **Exhibit 1** are hereby approved. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Order shall not diminish or otherwise impair the effectiveness of such procedures, it being this Court's intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Order. The Debtors are hereby authorized to conduct the Auction, if applicable, pursuant to the terms of the Bidding Procedures and this Order.

7. The Debtors shall have the right, in their reasonable discretion, to withhold or limit access to any due diligence information that the Debtors determine is business-sensitive or otherwise not appropriate for disclosure to a Potential Bidder. Notwithstanding any prepetition limitations, including, without limitation, any non-disclosure, confidentiality, or similar provisions relating to any due diligence information, the Debtors and their estates shall be authorized to provide due diligence information to Potential Bidders, *provided* that such Potential Bidders have delivered an executed confidentiality agreement in form and substance acceptable to the Debtors. The Debtors and their estates are not responsible for, and shall have no liability with respect to, any information obtained by, or provided to, any Potential Bidders in connection with the Bidding Procedures or the Sale, *provided* that the information was provided in accordance with this Order.

8. For all purposes under the Bidding Procedures: (a) the Stalking Horse Purchaser shall be considered a Qualifying Bidder, and the Stalking Horse APA shall be considered a Qualifying Bid; (b) the Stalking Horse Purchaser is, and will be deemed to be, a Qualifying Bidder for all purposes under the Bidding Procedures, without regard to any of the requirements or conditions set forth herein or the Bidding Procedures and without any other or further action by the Stalking Horse Purchaser; and (c) in determining whether any Potential Bidders constitute Qualifying Bidders, the Debtors may consider a combination of bids for the Assets.

9. The Debtors are authorized to enter into and perform all of their respective pre-closing obligations under the Stalking Horse APA; *provided* that for the avoidance of doubt, approval and consummation of the transactions contemplated by the Stalking Horse APA shall be subject to the terms and conditions herein and the entry of an order approving the Sale of the Assets and the satisfaction or waiver of the other conditions to closing on the terms set forth in the Stalking Horse APA.

10. The Expense Reimbursement payable to the Stalking Horse Purchaser is approved on the terms set forth in the Bidding Procedures, and the Debtors are authorized to incur and pay the Expense Reimbursement without further action or order by the Court. The Expense Reimbursement, to the extent payable under the Stalking Horse APA, shall constitute an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 503(b) and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code, *provided* that such superpriority administrative expense claim shall be junior to any obligations incurred under the DIP Facility, any superpriority claim granted under the order approving the DIP Facility (whether as adequate protection or otherwise), and any claims senior to the obligations incurred pursuant to the DIP Facility (including, for the avoidance of doubt, any "Carve Out" or similar provision granted pursuant to the DIP Order).

11. Subject to the DIP Order, the Prepetition First Lien Agent, in its capacity as such under the Prepetition First Lien Credit Agreement, and the DIP Agent, in its capacity as such under the DIP Order, shall be permitted to credit bid all or a portion of the Prepetition First Lien Obligations and the DIP Obligations then outstanding, respectively, or any part thereof.

12. The Bidding Procedures shall apply to the Interested Bidders, Potential Bidders, the Qualifying Bidders, the submission, receipt, and analysis of all bids relating to the Sale, and the conduct of the Sale and the Auction.

13. The Debtors' decision to assume and assign the Assumed Contracts to the Stalking Horse Purchaser or, in the event the Stalking Horse Purchaser is not the Winning Bidder, then to the Winning Bidder, is subject to this Court's approval and the closing of the Sale. Accordingly, absent this Court's approval and the closing of the Sale, the Assumed Contracts shall not be

deemed assumed or assumed and assigned, and shall in all respects be subject to further administration by the Debtors and their estates under the Bankruptcy Code in connection with these chapter 11 cases.

14. The procedures set forth below regarding the assumption and assignment of the executory contracts proposed to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the Stalking Horse Purchaser or other Winning Bidder pursuant to section 365(f) of the Bankruptcy Code in connection with the Sale (the "Assumption Procedures") are hereby approved to the extent set forth herein.

15. These Assumption Procedures shall govern the assumption and assignment of an Assumed Contract, subject to the payment of any payments necessary to cure any defaults arising under any Assumed Contract (the "Cure Payments"):

a. Assumption Notice. No later than ten business days following the entry of this Order (the "Assumption and Assignment Service Deadline"), the Debtors shall serve the Assumption Notice via first-class mail on all counterparties to all potential Assumed Contracts and provide a copy of the same to the Stalking Horse Purchaser, which copy may be provided via email. The Assumption Notice shall inform each recipient of the timing and procedures relating to the potential assumption and assignment of the Assumed Contracts to the Stalking Horse Purchaser or other Winning Bidder upon Court approval of the Sale, and, to the extent applicable, (i) the Debtors' good-faith estimates of the Cure Costs (if any) required in connection with the executory contract or unexpired lease, as applicable, (ii) whether the potential Assumed Contract is then anticipated to be assumed and assigned to the Stalking Horse Purchaser in connection with the Stalking Horse APA; (iii) the deadline to object to the proposed cure amounts; and (iv) the Sale Transaction Objection Deadline; *provided*, *however*, that service of an Assumption Notice does not constitute an admission that any contract is an executory contract or that the stated Cure Cost related to any contract or unexpired lease constitutes a claim against the Debtors or a right against the Stalking Horse Purchaser (all rights with respect thereto being expressly reserved). Further, the inclusion of a contract or unexpired lease, as applicable, on the Assumption Notice is not a guarantee that such contract or unexpired lease, as applicable, will or will not ultimately be assumed and assigned. For the avoidance of doubt, the inclusion of any executory contract or unexpired lease in the Assumption Notice, any Supplemental Assumption Notice (as defined below), or any amendment thereto does not constitute a designation by the Stalking Horse Purchaser of such contract or lease

for assumption and assignment under the Stalking Horse APA, and the Stalking Horse Purchaser will not be deemed to assume or be responsible for any Cure Cost or other liability with respect to such contract or lease unless and until the Court enters an order approving the Sale to the Stalking Horse Purchaser, in which case any such assumption of liabilities shall be (i) only with respect to the Assigned Contracts set forth in the Stalking Horse Purchaser's Designation Notice (each as defined in the Stalking Horse APA) and (ii) as of the Closing Date.

b. Cure Payments and Adequate Assurance of Future Performance. The payment of the applicable Cure Costs by the Debtors or the Stalking Horse Purchaser or other Winning Bidder, as applicable, shall (i) effect a cure of all defaults existing thereunder and (ii) compensate for any actual pecuniary loss to such counterparty resulting from such default.

c. Additions. The Debtors may also designate additional executory contracts or unexpired leases as agreements to be assumed by the Debtors and assigned to the Stalking Horse Purchaser or other Winning Bidder (the "Additional Assumed Contracts") until consummation of the Sale. Following the addition of an Additional Assumed Contract, the Debtors shall as soon as reasonably practicable thereafter serve an Assumption Notice on each of the counterparties to such Additional Assumed Contracts and their counsel of record, if any, indicating (i) that the Debtors intend to assume and assign the counterparty's executory contract or unexpired lease, as applicable, to the Stalking Horse Purchaser or other Winning Bidder, and (ii) the corresponding Cure Cost.

d. Eliminations. The Debtors may remove any executory contract or unexpired lease, as applicable, to be assumed by the Debtors and assigned to the Stalking Horse Purchaser or other Winning Bidder (the "Eliminated Agreements") until consummation of the Sale. Following the removal of an Eliminated Agreement, the Debtors shall as soon as reasonably practicable thereafter serve a notice (a "Removal Notice") on each of the impacted counterparties and their counsel of record, if any, indicating that the Debtors no longer intend to assign the counterparty's contract or unexpired lease, as applicable, to the Stalking Horse Purchaser or other Winning Bidder in connection with the Sale. For the avoidance of doubt, the Stalking Horse Purchaser or other Winning Bidder will not assume any Cure Cost or other liability with respect to any Eliminated Agreement, notwithstanding such agreement's inclusion in the Assumption Notice or any Supplemental Assumption Notice.

e. Supplemental Contract Assumption Notice. Although the Debtors intend to make a good-faith effort to identify all Assumed Contracts that may be assumed and assigned in connection with the Sale transaction, the Debtors may discover certain executory contracts inadvertently omitted from the Assumed Contracts list or the Stalking Horse Purchaser or other Winning Bidder may identify other executory contracts or unexpired leases that it desires to assume and assign in connection with the Sale transaction. Accordingly, the Debtors reserve the right, but only in accordance with the Stalking Horse APA or an Alternative APA, as applicable, or

as otherwise agreed by the Debtors and the Stalking Horse Purchaser or other Winning Bidder, at any time before the closing of the Sale transaction and before the deadline for designation of additional Assumed Contracts or removal of potentially Assumed Contracts set forth in the Stalking Horse APA or an Alternative APA, as applicable, to (i) supplement the list of Assumed Contracts with previously omitted executory contracts, (ii) remove Assumed Contracts from the list of executory contracts ultimately selected as Assumed Contracts that the Stalking Horse Purchaser or other Winning Bidder proposes be assumed and assigned to it in connection with the Sale transaction, or (iii) modify the previously stated Cure Cost associated with any Assumed Contract. In the event the Debtors exercise any of these reserved rights, the Debtors will promptly serve a supplemental notice of contract assumption (a "Supplemental Assumption Notice") on each of the counterparties to such contracts and their counsel of record, if any; *provided*, *however*, the Debtors may not add an executory contract to the list of Assumed Contracts that has been previously rejected by the Debtors by order of the Court. Each Supplemental Assumption Notice will include the same information with respect to listed Assumed Contracts as was included in the Assumption Notice, or in the event of a removal, the information required in a Removal Notice.

f. Objections. Objections, if any, to the proposed assumption and assignment or the Cure Cost proposed with respect thereto, must (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules and the Local Rules, (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed amount of the Cure Cost, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof, and (iv) be filed with the Court and served upon, so as to be actually received by (a) proposed counsel to the Debtors, Ropes & Gray LLP, 191 N. Wacker Drive, 32nd Floor, Chicago, Illinois 60606 (Attn: Ryan Preston Dahl (ryan.dahl@ropesgray.com) and Benjamin M. Rhode (benjamin.rhode@ropesgray.com)); (b) proposed co-counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Ryan M. Bartley (RBartley@ycst.com) and Elizabeth S. Justison (EJustison@ycst.com)); (c) counsel to the Prepetition First Lien Agent and the DIP Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019 (Attn: Jeffrey Gleit (jeffrey.gleit@afslaw.com)); (d) counsel to the Ad Hoc Group, Milbank LLP, 55 Hudson Yards, New York, New York 10001 (Attn: Evan Fleck (EFleck@milbank.com) and Nelly Almeida (NAlmeida@milbank.com)); (e) counsel to the Sponsor, Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, IL 60654 (Attn: Chad J. Husnick (chusnick@kirkland.com) and Dave Gremling (dave.gremling@kirkland.com)); (f) counsel to the Stalking Horse Purchaser or other Winning Bidder; and (g) counsel to any statutory committee appointed in these chapter 11 cases, **on or before the 14th day after service (or as reflected by the postmarked date) of the relevant Assumption Notice or Supplemental Assumption Notice** (the "Cure Objection Deadline"), or such deadline set forth in the applicable Supplemental Assumption Notice. The deadline for objections to the proposed assumption and assignment of an Assumed Contract

solely with respect to (i) the identity of the Stalking Horse Purchaser or other Winning Bidder or (ii) adequate assurance of future performance provided by the Stalking Horse Purchaser or other Winning Bidder shall be the Confirmation and Sale Objection Deadline (as defined below).

16. The Assumption Notice is: (a) reasonably calculated to (i) provide sufficient, effective notice to all counterparties and any other affected parties of the Debtors' intent to assume and assign to the Stalking Horse Purchaser or, in the event the Stalking Horse Purchaser is not the Winning Bidder, then to the Winning Bidder, some or all of the Assumed Contracts, and (ii) afford the counterparties the opportunity to exercise any rights affected by the Motion and the relief granted by this Order pursuant to Bankruptcy Rules 2002(a)(2), 6004 and 6006; and (b) hereby approved.

17. Any party failing to timely file an objection to the proposed Cure Cost, the proposed assumption and assignment of an Assumed Contract or Additional Assumed Contract listed on an Assumption Notice or Supplemental Assumption Notice, or the Sale is deemed to have consented to (a) such Cure Cost, (b) the assumption and assignment of such Assumed Contract or Additional Assumed Contract (including the adequate assurance of future payment), (c) the related relief requested in the Motion, and (d) the Sale. Such party shall be forever barred and estopped from objecting to the Cure Costs, the assumption and assignment of the Assumed Contract, or Additional Assumed Contract, adequate assurance of future performance, the relief requested in the Motion, whether applicable law excuses such counterparty from accepting performance by, or rendering performance to, the Stalking Horse Purchaser or, in the event the Stalking Horse Purchaser is not the Winning Bidder, then to the Winning 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 the Stalking Horse Purchaser or, in the event the Stalking Horse Purchaser is not the

Winning Bidder, then the Winning Bidder, as applicable, with respect to such party's Assumed Contract or Additional Assumed Contract.

18. The Debtors shall have no liability or obligation with respect to defaults relating to the Assumed Contracts arising, accruing, or relating to the period from and after the effective date of assignment.

19. The Confirmation and Sale Notice, the Assumption Notice, any Supplemental Assumption Notice, the Supplemental Notice Plan, the Bidding Procedures, the Auction, and the Confirmation and Sale Hearing, and the objection periods associated with each of the foregoing are reasonably calculated to provide notice to any affected party and afford the affected party the opportunity to exercise any rights affected by the Motion as it relates to the Bidding Procedures, the Auction, the Sale, the Confirmation and Sale Hearing, and the assumption and assignment to the Stalking Horse Purchaser or, in the event the Stalking Horse Purchaser is not the Winning Bidder, then to the Winning Bidder, of the Assumed Contracts pursuant to Bankruptcy Rules 2002(a)(2), 6004 and 6006, and such notice and objection periods are hereby approved.

20. The Confirmation and Sale Notice is approved. Within three (3) business days of the entry of this Order, the Debtors shall (i) serve the Confirmation and Sale Notice by regular mail on: (a) the Office of the United States Trustee for the District of Delaware; (b) counsels to the Stalking Horse Purchaser, the DIP Agent, the Ad Hoc Group, and the Sponsor; (c) all parties known by the Debtors to assert a lien or encumbrances on any of the Assets; (d) all persons known or reasonably believed to have asserted an interest in or claim to any of the Assets; (e) all non-debtor counterparties to the Assumed Contracts; (f) the Office of the United States Attorney for the District of Delaware; (g) the Office of the Attorney General in each state in which the Debtors have operated; (h) the Office of the Secretary of State in each state in which the Debtors

have operated; (i) the Internal Revenue Service and all state and local taxing authorities in the states in which the Debtors have or may have any tax liability; (j) all environmental authorities having jurisdiction over any of the Assets, if any; (k) the Federal Trade Commission; (l) the United States Attorney General/Antitrust Division of the Department of Justice; (m) all of the Debtors' other known creditors and equity security holders; and (n) all other parties that have filed a notice of appearance and demand for service of papers in these chapter 11 cases as of the service date, and (ii) provide on a confidential basis a copy of the Confirmation and Sale Notice, along with other marketing materials deemed appropriate by the Debtors and their advisors, to any parties who express, to the Debtors or their advisors, an interest in acquiring some or all of the Assets (the parties in (i) and (ii) collectively, the "Confirmation and Sale Notice Parties"). As part of the Sale Process, the Debtors (directly or through their advisors) shall keep a log of the Confirmation and Sale Notice Parties that they provide materials to pursuant to clause (ii) in the prior sentence.

21. The Debtors shall post the Confirmation and Sale Notice, the Assumption Notice, any Supplemental Assumption Notice, and this Order on the website of the Debtors' claims and noticing agent. Within seven (7) business days of the entry of this Order, the Debtors shall cause the Confirmation and Sale Notice to be published once in the national edition of *The Wall Street Journal* with any modifications necessary for ease of publication. Publication of the Confirmation and Sale Notice as described in this Order, together with the notice provided by the Supplemental Notice Plan, conforms to the requirements of Bankruptcy Rules 2002(l) and 9008, and is reasonably calculated to provide notice to any affected party, including any Potential Bidders, and afford the affected party the opportunity to exercise any rights affected by the Motion and the relief granted by this Order.

22. Any objections to the Sale or the relief requested in connection with the Sale (a "Confirmation and Sale Objection"), including objections related to the adequate assurance of future performance by the Stalking Horse Purchaser or other Winning Bidder, as applicable, must: (1) be in writing; (2) comply with the Bankruptcy Rules and the Local Rules; (3) set forth the specific basis for the Confirmation and Sale Objection; (4) be filed with the Clerk of this Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 **on or before 4:00 p.m. (ET) on Tuesday, March 18, 2025** (the "Confirmation and Sale Objection Deadline"), and served upon (a) proposed counsel to the Debtors, Ropes & Gray LLP, 191 N. Wacker Drive, 32nd Floor, Chicago, Illinois 60606 (Attn: Ryan Preston Dahl (ryan.dahl@ropesgray.com) and Benjamin M. Rhode (benjamin.rhode@ropesgray.com)); (b) proposed co-counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Ryan M. Bartley (RBartley@ycst.com) and Elizabeth S. Justison (EJustison@ycst.com)); (c) counsel to the First Lien Agent and the DIP Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019 (Attn: Jeffrey Gleit (jeffrey.gleit@afslaw.com)); (d) counsel to the Ad Hoc Group, Milbank LLP, 55 Hudson Yards, New York, New York 10001 (Attn: Evan Fleck (EFleck@milbank.com) and Nelly Almeida (NAlmeida@milbank.com)); (e) the United States Trustee for the District of Delaware (collectively, the "Objection Notice Parties"); and (5) proof of service of such Confirmation and Sale Objection upon the Objection Notice Parties shall be filed with the Court as and when required by the Local Rules. If a Confirmation and Sale Objection is not filed and served on or before the Confirmation and Sale Objection Deadline in accordance with the foregoing requirements, the objecting party may be barred from objecting to the Sale and being heard at the Confirmation and

Sale Hearing, and this Court may enter the Confirmation and Sale Order without further notice to such party.

23. Failure to file a Confirmation and Sale Objection on or before the Confirmation and Sale Objection Deadline may forever bar the assertion, whether at any Sale Hearing or thereafter, of any objection to the Sale and consummation and performance of the Sale contemplated by the Stalking Horse APA or any Alternative APA with a Winning Bidder other than the Stalking Horse Purchaser.

24. As part of its bid, each Potential Bidder must provide the Debtors, the other Bidding Procedures Notice Parties (as defined in the Bidding Procedures), and the Consultation Parties (each as defined in the Bidding Procedures) information supporting the Potential Bidder's ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) and, if applicable, section 365(b)(3) of the Bankruptcy Code (the "Adequate Assurance Information"), including (a) the Potential Bidder's financial wherewithal and willingness to perform under any contracts and leases that are assumed and assigned to such Potential Bidder; and (b) a contact person for the proposed assignee that the applicable Counterparty may directly contact in connection with the adequate assurance of future performance. In the event that a Potential Bidder (other than the Stalking Horse Purchaser) is a newly formed acquisition entity, the financial and other information supporting the Potential Bidder's financial wherewithal shall include financial and other information supporting the financial wherewithal of the Potential Bidder's parent company or sponsor.

25. Any party in receipt of Adequate Assurance Information under this Order shall review the Adequate Assurance Information received on a confidential basis and shall not disclose the Adequate Assurance Information except as expressly provided in this Order and the Bidding

Procedures. No party may use or disclose, except to representatives, attorneys, advisors and financing sources (collectively, "Representatives"), any confidential Adequate Assurance Information for any purpose other than: (a) evaluating whether adequate assurance of future performance as required under section 365(f)(2)(B) and, if applicable, section 365(b)(3) of the Bankruptcy Code has been provided; and (b) in support of any objection (the "Assignment Objection") (subject to the limitations on disclosure set forth herein) by such party relating to adequate assurance of future performance. Any Assignment Objection that includes confidential, non-public Adequate Assurance Information must be filed under seal unless disclosure of such confidential, non-public information is authorized by the Debtors and the applicable assignee(s). The party filing an Assignment Objection under seal shall follow the procedures for the same set forth in Local Rule 9018-1(d). The unredacted versions of such Assignment Objections shall be served upon the Debtors, the other Bidding Procedures Notice Parties, the Consultation Parties, and the U.S. Trustee; *provided further* that all rights of all parties in interest in these chapter 11 cases are reserved to oppose the filing under seal of any such information and to seek any other relief from this Court with respect to such matter. Any Representative receiving Adequate Assurance Information shall be notified and shall agree to be bound by the restrictions set forth in this Order.

26. If no timely Qualifying Bids other than the Stalking Horse APA are submitted on or before the Bid Deadline, the Debtors shall not hold an Auction and shall request at the Confirmation and Sale Hearing that this Court approve the Stalking Horse APA and the transactions contemplated thereunder. If the Debtors timely receive one or more Qualifying Bids other than the Stalking Horse APA, then the Debtors shall conduct the Auction on **Monday, March 3, 2025 at 11:00 a.m. (ET)**, at the offices of Ropes & Gray LLP, 1211 6th Avenue, New

York, NY 10036, or virtually via telephone and/or video conference pursuant to information to be timely provided by the Debtors to the Auction Participants (as defined below). Only the Debtors, the Auction Bidders (including the Stalking Horse Purchaser), the Consultation Parties, the DIP Agent, and any creditors of the Debtors, together with the professional advisors to each of the foregoing parties, may attend the Auction (collectively, the "Auction Participants"); *provided* that any such creditors provide counsel for the Debtors written notice of their intent to attend the Auction no later than 5:00 p.m. (ET) two days prior to the Auction.

27. The Debtors shall have until **4:00 p.m. (ET) two (2) business days before the Confirmation and Sale Hearing** to file and serve a reply to any objection filed in connection with the Sale.

28. The Confirmation and Sale Hearing shall be held in this Court on **Friday, March 28, 2025 at [●] (ET)**, unless otherwise determined by this Court. The Confirmation and Sale Hearing may be adjourned by the Debtors, in consultation with the DIP Agent and the Stalking Horse Purchaser or, in the event the Stalking Horse Purchaser is not the Winning Bidder, then in consultation with the DIP Agent and the Winning Bidder, from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Confirmation and Sale Hearing, or by filing a hearing agenda or notice on the docket of these chapter 11 cases.

29. All persons and entities that participate in the Auction or bid for any Asset during the Sale Process shall be deemed to have knowingly and voluntarily (i) consented to the core jurisdiction of the Court to enter any order related to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Order; (ii) waived any right to a jury trial in connection with any disputes relating to the Bidding Procedures, the Auction, or any other relief

requested in the Motion or granted in this Order; and (iii) consented to the entry of a final order or judgment in connection with any disputes relating to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Order, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

30. The Debtors are authorized to conduct the Sale without the necessity of complying with any state or local bulk transfer laws or requirements.

31. Nothing in this Order, the Stalking Horse APA, or the Motion shall be deemed to or constitute the assumption or assignment of an executory contract or unexpired lease.

32. In the event that there is a conflict between this Order or the Bidding Procedures, on the one hand, and the Motion, the Stalking Horse APA, or an Alternative APA, on the other hand, this Order and the Bidding Procedures shall control and govern. If there is a conflict between this Order and the Bidding Procedures, this Order shall control and govern. If there is a conflict between this Order or the Bidding Procedures, on the one hand, and any notice served in connection with the Motion or this Order, on the other hand, this Order and the Bidding Procedures shall control and govern.

33. Prior to mailing the Assumption Notice, any Supplemental Assumption Notice, and the Confirmation and Sale Notice, the Debtors may fill in, or cause to be filled in, any missing dates and other information, correct any typographical errors, conform the provisions thereof to the provisions of this Order, and make such other, non-material changes as the Debtors deem necessary or appropriate.

34. This Order shall be effective immediately upon entry, and any stay of orders provided for in Bankruptcy Rules 6004(h) or 6006(d) or any other provision of the Bankruptcy

Code, the Bankruptcy Rules or the Local Rules is expressly waived. The Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and may, in its sole discretion and without further delay, take any action and perform any act authorized or approved under this Order.

35. The requirements set forth in Local Rules 6004-1 and 9006-1 are hereby satisfied or waived.

36. The Debtors are authorized to take all steps necessary or appropriate to implement the relief granted in this Order.

37. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of the Order.

EXHIBIT 1

Bidding Procedures

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: Exactech, Inc., *et al.*,[1] Debtors.	Chapter 11 Case No. 24-12441 (LSS) (Jointly Administered) **Re: Docket No. ___**

BIDDING PROCEDURES

On October 29, 2024 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"). The Debtors are maintaining their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

On [●], 2024, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. ●] (the "Bidding Procedures Order"), among other things, granting certain relief requested in the related motion [Docket No. ●] (the "Bidding Procedures Motion"), including authorizing the Debtors to solicit bids and approving the procedures set forth herein (collectively, the "Bidding Procedures") to be employed by the Debtors in connection with the proposed sale (the "Sale") of all or substantially all of the Debtors' assets (the "Assets") through a chapter 11 plan (the "Plan") pursuant to sections 105, 363, 365, and 1123 of the Bankruptcy Code, free and clear of all Encumbrances[2] other than Assumed Liabilities and Permitted Encumbrances to EI BIDCO, LLC (the "Stalking Horse Purchaser"), pursuant to an Asset Purchase Agreement dated as of October 29, 2024 (the "Stalking Horse APA") with the Stalking Horse Purchaser or, in the event the Stalking Horse Purchaser is not the Winning Bidder, then an Alternative APA with the Winning Bidder. The Stalking Horse APA is attached to the Bidding Procedures Order as Exhibit 4.

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Osteon Holdings, Inc. (7042); Osteon Intermediate Holdings I, Inc. (7778); Osteon Intermediate Holdings II, Inc. (1292); Exactech, Inc. (3930); and XpandOrtho, Inc. (4250). The Debtors' service address is 2320 NW 66th Court, Gainesville, Florida 32653.

[2] Capitalized terms used but not yet defined herein shall have the meaning ascribed to such terms below. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Bidding Procedures Order.

ANY PARTY INTERESTED IN BIDDING ON ALL OR ANY COMBINATION OF THE ASSETS SHOULD CONTACT:

(A) THE INVESTMENT BANKER FOR THE DEBTORS, KARN S. CHOPRA (212-429-2321; KCHOPRA@CENTERVIEW.COM) AND BOB BEASLEY (212-429-2356; BBEASLEY@CENTERVIEW.COM) OF CENTERVIEW PARTNERS LLC; AND

(B) RYAN PRESTON DAHL (212-596-9144; RYAN.DAHL@ROPESGRAY.COM) AND BENJAMIN M. RHODE (312-845-1293; BENJAMIN.RHODE@ROPESGRAY.COM) OF ROPES & GRAY LLP, COUNSEL FOR THE DEBTORS.

Summary of Key Dates Established by Bidding Procedures

Event	**Proposed Deadline**
Entry of the Bidding Procedures Order	On or before Wednesday, December 4, 2024
Disclosure Statement Hearing	On or before Tuesday, February 4, 2025
Qualifying Bid Deadline	Monday, February 24, 2025 at 4:00 p.m. (prevailing Eastern Time)
Auction Date (if necessary)	Monday, March 3, 2025
Deadline to file Notice of Winning Bidder	One (1) day following the closing of the Auction, or as soon as reasonably practicable
Deadline to Object to Confirmation and the Sale	Tuesday, March 18, 2025 at 4:00 p.m. (prevailing Eastern Time)
Plan Voting Deadline	Tuesday, March 18, 2025 at 4:00 p.m. (prevailing Eastern Time)
Deadline to Reply to Confirmation and Sale Objections	Wednesday, March 26, 2025 at 4:00 p.m. (prevailing Eastern Time)
Hearing to Consider the Confirmation and Sale Order	On or before Friday, March 28, 2025 (subject to the Court's availability)
Entry of the Confirmation and Sale Order	No later than Friday, March 28, 2025

The Debtors may adjourn any of the key dates or deadlines herein without further order of the Court; *provided* that the Debtors shall promptly file a notice with the Court of any changes to the key dates or deadlines herein. Any such adjournment shall not itself modify any milestones related to debtor in possession financing provided to the Debtors and approved by the Court.

1. Stalking Horse Purchaser

On October 29, 2024, the Debtors entered into the Stalking Horse APA with the Stalking Horse Purchaser. As set forth more fully in the Stalking Horse APA, the Stalking Horse Purchaser is (i) credit bidding all of the Prepetition First Lien Obligations existing as of the Closing Date and all of the DIP Obligations existing as of the Closing Date (as each term is defined in the DIP Order)[3] (ii) assuming certain liabilities and certain executory contracts and unexpired leases of the Debtors, and (iii) satisfying cure costs (collectively (i), (ii), and (iii), the "Stalking Horse Bid"). The Stalking Horse APA also includes various customary representations, warranties, and covenants by and from the Debtors and the Stalking Horse Purchaser, and certain conditions to closing and rights of termination related to the Sale and these chapter 11 cases generally.

Notwithstanding anything herein to the contrary, the Stalking Horse Purchaser is deemed to be a Qualifying Bidder (as defined below), and the Stalking Horse Bid (including as it may be modified at the Auction (if any) in accordance with the terms therein and herein) is deemed to be a Qualifying Bid (as defined below). The Stalking Horse Purchaser is credit bidding pursuant to 11 U.S.C. § 363(k), and thus is not required to make a Deposit (as defined below) with the Debtors. Subject to the DIP Order, the Stalking Horse Purchaser 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 First Lien Obligations and the DIP Obligations.

2. Assets to be Sold

The Debtors shall offer for sale the Assets, *provided* that the Debtors, in consultation with the Consultation Parties, determine that the aggregate consideration offered by any bid, or combination of bids, for the Assets, satisfies the requirements set forth in these Bidding Procedures. Potential Bidders (as defined herein) may bid on all or any number or combination of the Assets. The Debtors propose to consummate the proposed Sale transaction pursuant to a chapter 11 plan, subject to Court approval.

3. Participation Requirements

Any interested party that wishes to participate in the bidding process for the Assets other than in the case of the Stalking Horse Purchaser (each, an "Interested Bidder") must first become a potential bidder (a "Potential Bidder"). To become a Potential Bidder, an Interested Bidder must submit to the Debtors and their advisors the following documents (collectively, the "Preliminary Bid Documents"):

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[3] For purposes of these Bidding Procedures, the "DIP Order" means that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Priming Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 100], together with any other orders approving the DIP Facility on an interim or final basis.

(a) documentation identifying the Interested Bidder, its principals, and the representatives thereof who are authorized to appear and act on their behalf for all purposes regarding the contemplated transaction, including the Auction, if any;

(b) an executed confidentiality agreement ("Confidentiality Agreement") in form and substance satisfactory to the Debtors;

(c) a statement and other factual support demonstrating to the Debtors' reasonable satisfaction, after consultation with the Consultation Parties, that the Interested Bidder has a *bona fide* interest in consummating the Sale; and

(d) sufficient information, as determined by the Debtors, after consultation with the Consultation Parties, to allow the Debtors to determine that the Interested Bidder (x) has, or can obtain, the financial wherewithal and any required internal corporate, legal or other authorizations to close the Sale, including, but not limited to, current audited financial statements of the Interested Bidder (or such other form of financial disclosure acceptable to the Debtors in their discretion), and (y) can provide adequate assurance of future performance under any executory contracts and unexpired leases to be assumed by the Debtors and assigned to the Stalking Horse Purchaser or other Winning Bidder, as applicable, in connection with the Sale, pursuant to section 365 of the Bankruptcy Code, in connection with the Sale.

Each Interested Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Interested Bidder to consummate its contemplated transaction. The Debtors reserve the right to work with any Interested Bidder to cure any deficiencies in the Preliminary Bid Documents or, waive any of the foregoing requirements in the Debtors' reasonable business judgment. The Debtors reserve all rights to determine in their business judgment whether a party that has submitted Preliminary Bid Documents shall be deemed a Potential Bidder.

4. Bankruptcy Court Jurisdiction

Any Interested Bidders, Potential Bidders, and Qualifying Bidders (as defined herein) shall: (a) be deemed to have waived any right to a jury trial in connection with, and consented and submitted to the exclusive jurisdiction of the Court over, any actions or proceedings arising from or relating to the Bidding Procedures, the Sale, the Auction, and the construction and enforcement of the contemplated transaction documents of such parties; (b) be deemed to have waived any right to bring any such action or proceeding in the Court; and (c) be deemed to have consented to (i) the Court entering a final order or judgment determining any such action or proceeding and (ii) such final order or judgment in any such action or proceeding, including all appeals, being conclusive and enforceable in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law.

5. Form of Agreement

Potential Bidders should reference the Stalking Horse APA in connection with their bids. As set forth below, Potential Bidders intending to submit bids must include with their bids:

(a) a statement that such Potential Bidder offers to (i) purchase the Assets, or a number or combination of the Assets, and (ii) assume liabilities, upon substantially the same terms as, or terms more favorable to the Debtors and their estates than, the terms set forth in the Stalking Horse APA; and

(b) a clean and duly executed asset purchase agreement (an "Alternative APA") and a marked copy of the Alternative APA and an alternative Confirmation and Sale order that reflects any variations from the Stalking Horse APA or the Confirmation and Sale Order, as applicable.

6. Due Diligence

The Debtors will provide Potential Bidders with reasonable access to a data room and any other additional information that the Debtors believe to be reasonable and appropriate under the circumstances. All due diligence requests shall be directed to: (a) the Debtors' proposed investment banker, Karn S. Chopra (212-429-2321; kchopra@centerview.com) and Bob Beasley (212-429-2356; bbeasley@centerview.com) of Centerview Partners LLC; or (b) the Debtors' proposed counsel, Ryan Preston Dahl (212-596-9144; ryan.dahl@ropesgray.com) and Benjamin M. Rhode (312-845-1293; Benjamin.Rhode@ropesgray.com) of Ropes & Gray LLP.

The due diligence period shall extend through and include the Bid Deadline. The Debtors, in their business judgment, may, but shall not be obligated to, furnish any due diligence information after the Bid Deadline.

The Debtors reserve the right, in their reasonable discretion, to withhold or limit access to any due diligence information that the Debtors determine is not appropriate for disclosure to a Potential Bidder (including its affiliates and any related persons) at any time and for any reason, including, without limitation, if (a) any due diligence information is determined to be business sensitive, proprietary, or otherwise not appropriate for disclosure to a Potential Bidder by the Debtors, including, but not limited to, Potential Bidders who are customers or competitors of the Debtors or affiliates thereof, and other industry participants, (b) the Potential Bidder does not become, or the Debtors determine that the Potential Bidder is not likely to become, a Qualifying Bidder (each as defined below), (c) the Potential Bidder violates the terms of its Confidentiality Agreement, (d) the Debtors become aware that the information set forth on the Potential Bidder's Preliminary Bid Documents is inaccurate or misleading or of any other reason to doubt such Potential Bidder's ability to close its contemplated transaction, (e) the Potential Bidder (including its affiliates and any related persons) uses information obtained from the Data Room or the diligence process in connection with, or related to, any litigation or other legal action related to any Debtor, any current or former directors and officers of the Debtors, the Debtors' non-Debtor affiliates, and the Debtors' primary creditors as identified by the Debtors, (f) such disclosure would jeopardize protections afforded any Debtor or primary creditor as identified by the Debtors under the attorney-client privilege or the attorney work product doctrine, or (g) the bidding process is terminated in accordance with its terms. Notwithstanding any prepetition limitations, including, without limitation, any non-disclosure, confidentiality, or similar provisions relating to any due diligence information, the Debtors and their estates shall be authorized to provide due diligence information to Potential Bidders; *provided* that such Potential Bidders have delivered an executed confidentiality agreement in form and substance acceptable to the Debtors (a "Confidentiality

Agreement"). Subject to the terms and conditions of each Confidentiality Agreement, the Debtors and their estates are not responsible for, and shall have no liability with respect to, any information obtained by, or provided to, any Potential Bidders in connection with the Bidding Procedures and the Sale.

7. Bid Requirements

Other than in the case of the Stalking Horse Purchaser and the Stalking Horse APA, which shall be considered a Qualifying Bidder and a Qualifying Bid, respectively, for all purposes under the Bidding Procedures, without any regard to any of the requirements or conditions set forth therein and without any other or further action by the Stalking Horse Purchaser, to be deemed a "Qualifying Bid," a bid must be received from a Potential Bidder before the Bid Deadline and satisfy each of the following requirements (each, a "Bid Requirement"):

a. be in writing;

b. include a clean and duly executed asset purchase agreement (an "Alternative APA") and a marked copy of the Alternative APA and an alternative Confirmation and Sale order showing any variations from the Stalking Horse APA or the Confirmation and Sale Order, as applicable;

c. fully disclose the identity of the Potential Bidder (and to the extent that the Potential Bidder is a newly formed acquisition entity or the like, the identity of the Potential Bidder's parent company or sponsor), and provide the contact information of the specific person(s) whom the Debtors or their advisors should contact in the event that the Debtors have any questions or wish to discuss the bid submitted by the Potential Bidder;

d. set forth the purchase price to be paid by such Potential Bidder, which purchase price shall include an aggregate amount of cash sufficient to pay all DIP Obligations (as defined in the DIP Order) in cash in full at closing;

e. identify separately any cash and non-cash components, which non-cash components shall be limited only to credit bids in accordance with section 363(k) of the Bankruptcy Code and assumed liabilities;

f. state the liabilities proposed to be paid or assumed by such Potential Bidder;

g. specify the Assets that are included in the bid and state that such Potential Bidder offers to (i) purchase the Assets, or a number or combination of the Assets, and (ii) assume liabilities, upon substantially the same terms as, or terms more favorable to the Debtors and their estate than, the terms set forth in the Stalking Horse APA;

h. state that such Potential Bidder's offer is formal, binding and unconditional, and is irrevocable until two (2) business days after the closing of the Sale with respect to the applicable Assets;

i. to the extent that a bid is not accompanied by evidence of a Potential Bidder's capacity to consummate the applicable Sale with cash on hand, the bid must include unconditional committed financing from a reputable financing institution, documented to the satisfaction of the Debtors in consultation with the Consultation Parties, including appropriate contact information for such financing sources, that demonstrates that the Potential Bidder has: (i) received sufficient debt and/or equity funding commitments to satisfy the Potential Bidder's purchase price and other obligations under its bid; and (ii) adequate working capital financing or resources to finance going concern operations for the Assets. 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 reasonably acceptable to the Debtors, in consultation with the Consultation Parties;

j. contain such financial and other information to allow the Debtors to make a reasonable determination, after consultation with the Consultation Parties, as to the Potential Bidder's financial and other capabilities to close the transactions contemplated by the applicable Alternative APA, including, without limitation, such financial and other information supporting the Potential Bidder's ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) and, if applicable, section 365(b)(3) of the Bankruptcy Code, including the Potential Bidder's financial wherewithal and willingness to perform under any contracts and leases that are assumed and assigned to the Potential Bidder, in a form that allows the Debtors to serve such information on any counterparties to such contracts or leases in connection with the Sale within one (1) business day after the Debtors' receipt of such information. To the extent that the Potential Bidder (other than the Stalking Horse Purchaser) is a newly formed acquisition entity or the like, the financial and other information supporting the Potential Bidder's financial wherewithal shall include financial and other information supporting the financial wherewithal of the Potential Bidder's parent company or sponsor;

k. identify with particularity each and every executory contract and unexpired lease, the assumption and assignment of which is a condition to close the transactions contemplated by the Alternative APA;

l. include closing conditions that are no less favorable to the Debtors than the closing conditions contained in the Stalking Horse APA (and specify such closing conditions in the applicable Alternative APA);

m. include a statement that the bid does not request or entitle such Potential Bidder to any break-up fee, termination fee, expense reimbursement, or similar type of payment or reimbursement;

n. not contain any contingencies of any kind, including, without limitation, contingencies related to financing, internal approval, or due diligence;

o. contain a written acknowledgement and representation that the Potential Bidder (i) has had an opportunity to conduct any and all due diligence regarding the Assets, (ii) has relied solely upon its own independent review, investigation or inspection of any documents and other information 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 documents or other information provided in connection with the Bidding Procedures and the Sale;

p. set forth (i) a statement or evidence that the Potential Bidder has made or will make in a timely manner all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, if applicable, and pay the fees associated with such filings, and (ii) any regulatory and third-party approvals required for the Potential Bidder to close the transactions contemplated by the Alternative APA, and the time period within which the Potential Bidder expects to receive such regulatory and third-party approvals (and in the case that receipt of any such regulatory or third-party approval is expected to take more than five (5) days following execution and delivery of such Potential Bidder's Alternative APA, those actions the bidder will take to ensure receipt of such approval(s) as promptly as possible); *provided* that a Potential Bidder agrees that its legal counsel will coordinate in good faith with the Debtors' legal counsel to discuss and explain the Potential Bidder's regulatory analysis, strategy, and timeline for securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Alternative APA; *provided*, *further* that the bid contains a covenant to cooperate with the Debtors to provide pertinent factual information regarding the bidder's operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements;

q. provide for a binding commitment of the Potential Bidder to serve as a backup bidder (the "Back-Up Bidder") if the Potential Bidder's bid is the next highest or otherwise best bid (the "Back-Up Bid") after the Winning Bid, with respect to the applicable Assets;

r. include written evidence of authorization and approval from the Potential Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of the Alternative APA;

s. provide a good faith cash deposit (the "Deposit") in an amount equal to ten percent (10%) of the aggregate purchase price provided for in the Alternative APA (or such additional amount as may be determined by the Debtors in their reasonable discretion);

t. state or otherwise estimate the types of, and costs or charges for, transition services, if any, the Potential Bidder would require of or provide to the Debtors, including an estimate of the time any such transition services would be required of or provided to the Debtor; and

u. provide that in the event of the Potential Bidder's breach of, or failure to perform under, the Alternative APA, the Debtors and their estates shall be entitled to pursue all available legal and equitable remedies, including, without limitation, retention of the Deposit as part of the damages resulting to the Debtors and their estates for such breach or failure to perform.

A bid from a Potential Bidder satisfying all of the above requirements, as determined by the Debtors, in consultation with the Consultation Parties, shall constitute a Qualifying Bid. The Debtors reserve the right, in their business judgment and in consultation with the Consultation Parties, to waive any of the Bid Requirements or work with any Potential Bidder in advance of the Auction to cure any deficiencies in a bid that is not initially deemed a Qualifying Bid.

Each Potential Bidder submitting a bid shall be deemed to: (a) acknowledge and represent that it is bound by all of the terms and conditions of the Bidding Procedures; and (b) have waived the right to pursue a substantial contribution claim under section 503 of the Bankruptcy Code related in any way to the submission of its bid, the Bidding Procedures, the Auction, or the Sale.

8. Bid Deadline

A Potential Bidder, other than the Stalking Horse Purchaser, that desires to make a bid shall deliver a written and electronic copy of its bid in both PDF and MS-WORD format to the Bidding Procedures Notice Parties (as defined herein) and the Consultation Parties so as to be received on or before **Monday, February 24, 2025 at 4:00 p.m. (ET)** (the "Bid Deadline"); *provided* that the Debtors may extend the Bid Deadline without further order of the Court, after consultation with the DIP Agent and the Consultation Parties. To the extent that the Bid Deadline is extended for all parties, the Debtors shall file a notice on the docket of their chapter 11 cases indicating the same. **Any party that does not submit a bid by the Bid Deadline will not be allowed to (a) submit any bids after the Bid Deadline or (b) participate in the Auction.**

9. Evaluation of Qualifying Bids

The Debtors will deliver, within one (1) business day after receipt thereof, copies of all bids from Potential Bidders to the Consultation Parties.

The Debtors, in consultation with the Consultation Parties, shall make a determination regarding whether a timely submitted bid from a Potential Bidder is a Qualifying Bid. In determining whether any bids constitute Qualifying Bids, the Debtors may consider a combination of bids for various subsets of the Assets.

No later than **Tuesday, February 25, 2025**, the Debtors shall: (i) notify all Potential Bidders whether their respective bids have been determined to be Qualifying Bids and those Potential Bidders that have submitted Qualifying Bids will be considered to be qualifying bidders (the "Qualifying Bidders") and (ii) determine, in consultation with the Consultation Parties, which of the Qualifying Bids, at such time, is the highest or best Qualifying Bid for purposes of constituting the opening bid of the Auction (which must be at least equal to the value of the Stalking Horse Bid, plus (i) the Expense Reimbursement and (ii) $10,000,000.00, for the applicable Assets the "Baseline Bid" and the Qualifying Bidder submitting the Baseline Bid, the

"Baseline Bidder"), and shall promptly notify the Stalking Horse Purchaser and all Qualifying Bidders of the Baseline Bid for each subset of Assets, if applicable. To the extent reasonably practicable, counsel for the Debtors shall provide summaries of the material terms of each Qualifying Bid to the Consultation Parties on a professionals' eyes-only basis subject to the terms of the applicable Confidentiality Agreement at least twenty-four (24) hours prior to the Auction (if any).

Notwithstanding anything to the contrary herein, and for the avoidance of doubt, for all purposes under the Bidding Procedures: (i) the Stalking Horse Purchaser shall be considered a Qualifying Bidder, and the Stalking Horse APA shall be considered a Qualifying Bid, for all purposes under the Bidding Procedures, without regard to any of the requirements or conditions set forth therein and without any other or further action by the Stalking Horse Purchaser; and (ii) in determining whether the Potential Bidders constitute Qualifying Bidders, the Debtors may consider a combination of bids for the Assets.

10. No Qualifying Bids

If no timely Qualifying Bids other than the Stalking Horse Bid are submitted on or before the Bid Deadline, the Debtors shall not hold an Auction and shall request at the Confirmation and Sale Hearing that the Court approve the Sale to the Stalking Horse Purchaser on the terms of the Stalking Horse APA and the transaction contemplated thereunder.

11. Auction

If the Debtors timely receive one or more Qualifying Bids other than the Stalking Horse Bid, then the Debtors shall conduct an auction (the "Auction"). Following the Auction, the Debtors will determine, in consultation with the Consultation Parties, which Qualifying Bid or combination of Qualifying Bids is the highest or otherwise best bid for the Assets, which will be determined by considering, among other things, the following non-binding factors: (a) the number, type and nature of any changes to the Stalking Horse APA requested by each Qualifying Bidder; (b) the extent to which such modifications are likely to delay closing of the Sale and the cost to the Debtors and their estates of such modifications or delay; (c) the total consideration to be received by the Debtors and their estates (provided, for the avoidance of doubt, that a credit bid shall not be considered inferior to a comparable cash or other non-cash bid because it is a credit bid); (d) the transaction structure and execution risk, including conditions to, timing of and certainty of closing, termination provisions, availability of financing and financial wherewithal to meet all commitments, and required governmental or other approval; (e) the net benefit to the Debtors' estates; (f) the certainty of the Debtors being able to confirm a chapter 11 plan; and (g) any other factors the Debtors may reasonably deem relevant in their business judgment.

Bidders and their representatives may not communicate or coordinate with one another for purposes of submitting a Bid or Bids or participating in the Auction without the prior consent of the Debtors. All parties are prohibited from (i) engaging in any collusion with respect to the bidding or sale of any of the Assets described herein or (ii) taking any other action to prevent a transparent and competitive auction process.

The Auction shall be governed by the following procedures:

(a) the Auction shall be held on **Monday, March 3, 2025 at 11:00 a.m. (ET)** or such other date as may be determined by the Debtors in consultation with the Consultation Parties (which information will be timely provided by the Debtors to the Auction Participants (as defined below)) at the offices of Ropes & Gray LLP, 1211 6th Avenue, New York, NY 10036 or virtually via telephone or video conference;

(b) only the Stalking Horse Purchaser and the other Qualifying Bidders (together, the "Auction Bidders") shall be entitled to make any subsequent bids at the Auction;

(c) the Auction Bidders shall appear at the Auction, or through a duly authorized representative;

(d) only the Debtors, the Auction Bidders, the Consultation Parties, the DIP Agent, and any creditors of the Debtors, together with the professional advisors to each of the foregoing parties, may attend the Auction (collectively, the "Auction Participants"); *provided* that any such creditors provide counsel for the Debtors written notice of their intent to attend the Auction no later than 5:00 p.m. (ET) two days prior to the Auction;

(e) the Debtors and their professional advisors shall direct and preside over the Auction, which shall be transcribed;

(f) prior to the start of the Auction, each of the Auction Bidders shall confirm that they have not engaged in any collusion with respect to the Bidding Procedures, the Auction or the Sale;

(g) the Auction shall be conducted in an open cry format (and not by way of sealed bids). Bidding shall commence at the amount of the Baseline Bid(s), and the Auction Bidders may submit successive bids in increments of at least $2,500,000.00, *provided* that: (i) each such successive bid must be a Qualifying Bid; and (ii) the Debtors shall retain the right to modify the bid increment requirements at the Auction;

(h) the Auction may include individual negotiations with any of the Auction Bidders, but all bids shall be made on the record and in the presence of all of the Auction Bidders;

(i) all material terms of the bid that is deemed to be the highest or otherwise best bid for each subset of Assets, if applicable, for each round of bidding shall be fully disclosed to the Auction Bidders, and the Debtors shall use reasonable efforts to clarify any and all questions that the Auction Bidders may have regarding Debtors' announcement of the then-current highest or otherwise best bid(s);

(j) except as specifically set forth herein, for the purpose of evaluating the value of the purchase price provided by each successive bid (including any successive bid by the Stalking Horse Purchaser), the Debtors, in consultation with the Consultation Parties, may give effect to any additional liabilities to be assumed by a Qualifying Bidder, and any additional costs which may be imposed on the Debtors;

(k) each Auction Bidder shall (i) be deemed to have waived any right to a jury trial in connection with, and consented and submitted to the exclusive jurisdiction of the Court over, any actions or proceedings arising from or relating to the Bidding Procedures, the Sale, the Auction and the construction and enforcement of the contemplated transaction documents of the Auction Bidders, (ii) be deemed to have waived any right to bring any such action or proceeding relating to the Bidding Procedures, the Auction, or the Sale in the Court, and (iii) be deemed to have consented to (A) the Court entering a final order or judgment determining in any such action or proceeding and (B) a final order or judgment in any such action or proceeding, including all appeals, being conclusive and enforceable in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law;

(l) throughout the Auction, the Stalking Horse Purchaser (i) shall have the continuing right to credit bid the DIP Obligations then outstanding, or any part thereof, to purchase the Assets, and (ii) shall have the continuing right to credit bid any Prepetition First Lien Obligations then outstanding, or any part thereof, to purchase the Assets;

(m) the Auction Bidders shall have the right to make additional modifications to the Stalking Horse APA or any Alternative APA, as applicable, in conjunction with each Qualifying Bid submitted in each round of bidding during the Auction, *provided* that (i) any such modifications on an aggregate basis and viewed in whole, shall not, in the Debtors' discretion, in consultation with the Consultation Parties, be less favorable to the Debtors and their estates than the terms of the Stalking Horse APA, and (ii) each Qualifying Bid shall constitute an irrevocable offer and shall be binding on the Auction Bidder submitting such bid until such Auction Bidder shall have submitted a subsequent Qualifying Bid at the Auction, unless such bid is selected as the Winning Bid or the Back-Up Bid, which shall remain binding as provided for herein;

(n) the Debtors and the Consultation Parties shall have the right to request any additional financial information that will allow the Debtors and the Consultation Parties to make a reasonable determination as to an Auction Bidder's financial and other capabilities to consummate the transactions contemplated by the Stalking Horse APA or any Alternative APA, as applicable, as may be amended during the Auction, and any further information that the Debtors may believe is reasonably necessary to clarify and evaluate any bid made by an Auction Bidder during the Auction;

(o) upon the conclusion of the Auction, the Debtors shall determine, in consultation with the Consultation Parties, and subject to Court approval, the offer or offers for the Assets (or any subset thereof, if applicable) that is or are the highest or otherwise best from among the Qualifying Bids submitted at the Auction (the "Winning Bid"). In making this decision, the Debtors shall consider, in consultation with the Consultation Parties, the amount of the purchase price, the assumption of liabilities, the likelihood of the bidder's ability to close the proposed transaction and the timing thereof, the number, type and nature of any changes to the Stalking Horse APA or the applicable Alternative APA(s), as applicable, requested by each bidder, and the net benefit to the Debtors' estates. The bidder(s) submitting such Winning Bid at the Auction shall become the "Winning Bidder," and shall have such rights and responsibilities of the purchaser as set forth in the Stalking Horse APA or any Alternative APA, as applicable. The Debtors shall designate a Back-Up Bid (and the corresponding Back-Up Bidder) to purchase the Assets (or any subset thereof, if applicable) in the event that the Winning Bidder does not close the applicable Sale;

(p) within one day after the conclusion of the Auction or as soon as reasonably practicable, the Debtors will file with the Court and serve on the Confirmation and Sale Notice Parties a notice setting forth the results of the Auction (the "Notice of Winning Bidder and Back-Up Bidder"), which will (a) identify the Winning Bidder and the Back-Up Bidder with respect to each subset of the Assets; (b) include a copy of the Winning Bid(s) and the Back-Up Bid(s) or a summary of the material terms of such bids, including any proposed assumption and assignment of contracts and leases contemplated thereby; and (c) set forth the Adequate Assurance Objection Deadline, the date, time, and location of the Confirmation and Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Confirmation and Sale Notice Parties of the outcome of the Auction;

(q) within one (1) business day of the close of the Auction, in the event the Stalking Horse Purchaser is not the Winning Bidder, the Winning Bidder shall supplement the Winning Bidder's Deposit such that the Deposit shall be equal to an amount that is ten (10%) percent of the Winning Bid; and

(r) prior to the Confirmation and Sale Hearing, the Winning Bidder(s) shall complete and execute all agreements, contracts, instruments, and other documents evidencing and containing the terms and conditions upon which the Winning Bid was made.

THE WINNING BID AND ANY BACK-UP BID AND THEIR RELATED PURCHASE AGREEMENTS SHALL CONSTITUTE AN IRREVOCABLE OFFER AND BE BINDING ON THE WINNING BIDDER(S) AND THE BACK-UP BIDDER(S), RESPECTIVELY, FROM THE TIME THE APPLICABLE BID IS SUBMITTED UNTIL TWO (2) BUSINESS DAYS AFTER THE SALE WITH RESPECT TO THE APPLICABLE ASSETS HAS CLOSED. EACH QUALIFYING BID THAT IS NOT THE WINNING BID OR THE BACK-UP BID SHALL BE DEEMED WITHDRAWN AND TERMINATED AT THE CONCLUSION OF THE CONFIRMATION AND SALE HEARING.

12. Confirmation and Sale Hearing

The Winning Bid(s) and any Back-Up Bid(s) (or if no Qualifying Bid other than that of the Stalking Horse Purchaser is received, then the Stalking Horse APA, which will be deemed to be the Winning Bid) will be subject to approval by the Court. The Confirmation and Sale Hearing to approve the Winning Bid(s) and any Back-Up Bid(s) (or if no Qualifying Bid other than that of the Stalking Horse Purchaser is received, then the Stalking Horse APA) shall take place on **Friday, March 28, 2025 at [●] (ET)**. The Confirmation and Sale Hearing may be adjourned by the Debtors, in consultation with the DIP Agent and the Stalking Horse Purchaser or, in the event the Stalking Horse Purchaser is not the Winning Bidder, then in consultation with the DIP Agent, and the Winning Bidder(s), from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Confirmation and Sale Hearing, or by filing a hearing agenda or notice on the docket of these chapter 11 cases.

At the Confirmation and Sale Hearing, the Debtors will seek entry of their forthcoming Confirmation and Sale Order that, among other things: (i) confirms the Debtors' proposed chapter 11 plan, (ii) authorizes and approves the Sale to the Stalking Horse Purchaser or, in the event the Stalking Horse Purchaser is not the Winning Bidder, then to the Winning Bidder(s), pursuant to the terms and conditions set forth in the Stalking Horse APA or Alternative APA submitted by the Winning Bidder, as applicable, free and clear of all liens, claims, interests, and encumbrances, except certain permitted encumbrances and assumed liabilities as determined by the Debtors and any Winning Bidder(s); (iii) finding that the Stalking Horse Purchaser or Winning Bidder(s), as applicable, is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code; (iv) authorizes the assumption and assignment of certain Contracts in connection with the Sale(s); and (v) as appropriate, exempting the Sale(s) and conveyance(s) of the Assets from any transfer tax, stamp tax or similar tax, or deposit under any applicable bulk sales statute.

Any party who fails to file an objection to the Sale with the Court and serve it on the Bidding Procedures Notice Parties (as defined herein) on or before Tuesday, March 18, 2025 at 4:00 p.m. (ET) will be forever barred from asserting, at the Confirmation and Sale Hearing or thereafter, any objection to the consummation of the applicable Sale and any related relief requested by the Debtors.

13. Back-Up Bidder

Notwithstanding any of the foregoing, in the event that a Sale to the applicable Winning Bidder is terminated or fails to close by the outside date identified in the Winning Bid (or such date as may be extended by the Debtors in consultation with the DIP Agent and the Consultation Parties), the applicable Back-Up Bid will be deemed to be the Winning Bid with respect to the Applicable Assets, the applicable Back-Up Bidder will be deemed to be the applicable Winning Bidder, and the Debtors shall be authorized to close the Sale of the applicable 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.

14. Return of Deposits

All Deposits shall be returned to the bidders not selected by the Debtors as the Winning Bidder or Back-Up Bidder no later than five (5) business days following the closing of the Sale(s). The deposit of the Winning Bidder or, if the Sale is closed with the Back-Up Bidder, the deposit of the Back-Up Bidder, shall be applied to the purchase price at the closing of the Sale. If the Winning Bidder (or, if the Sale is to be closed with the Back-Up Bidder, then the Back-Up Bidder) fails to consummate the Sale because of a breach or failure to perform on the part of such bidder, then, subject to the terms of the Stalking Horse APA or any Alternative APA, as applicable, the Debtors and their estates shall be entitled to retain the Deposit of the Winning Bidder (or, if the Sale is to be closed with the Back-Up Bidder, then the Back-Up Bidder) as part of the damages to the Debtors and their estates for such breach or failure to perform. For the avoidance of doubt, the Debtors' retention of a Deposit shall not constitute a waiver or limitation of any of the Debtors' legal or equitable rights relating to a Winning Bidder's or Back-Up Bidder's breach or failure to perform, and all such rights and remedies are preserved.

15. No-Shop or No-Solicitation Provisions

The Bidding Procedures Order and Bidding Procedures do not limit the Debtors' ability or right to solicit higher or otherwise better bids for the Assets. The Motion, the Bidding Procedures, and the Bidding Procedures Order call for a fair and open bidding and auction process.

16. Notice and Consultation Parties

(a) The term "Bidding Procedures Notice Parties" as used in these Bidding Procedures shall mean: (a) proposed counsel to the Debtors, Ropes & Gray LLP, 191 N. Wacker Drive, 32nd Floor, Chicago, Illinois 60606 (Attn: Ryan Preston Dahl (ryan.dahl@ropesgray.com) and Benjamin M. Rhode (benjamin.rhode@ropesgray.com)); (b) proposed co-counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Ryan M. Bartley (RBartley@ycst.com) and Elizabeth S. Justison (EJustison@ycst.com)); (c) counsel to the Prepetition First Lien Agent and the DIP Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019 (Attn: Jeffrey Gleit (jeffrey.gleit@afslaw.com)); (d) counsel to the Sponsor, Kirkland & Ellis LLP, 333 West Wolf Plaza, Chicago, IL 60654 (Attn: Chad J. Husnick (chusnick@kirkland.com) and Dave Gremling (dave.gremling@kirkland.com)); (e) counsel to the Stalking Horse Purchaser, Milbank LLP, 55 Hudson Yards, New York, New York 10001 (Attn: Evan Fleck (EFleck@milbank.com) and Nelly Almeida (NAlmeida@milbank.com)); and (f) the United States Trustee for the District of Delaware.

(b) The term "Consultation Parties" as used in these Bidding Procedures shall mean any official committee of unsecured creditors appointed in the Debtors' chapter 11 cases (the "Creditors' Committee") and in the event that the Stalking Horse Purchaser terminates its credit bid, the DIP Agent and the Stalking Horse Purchaser.

For the avoidance of doubt, any consultation rights provided to the Consultation Parties by these Bidding Procedures shall not limit the Debtors' discretion in any way and shall not include the right to veto any decision made by the Debtors in the exercise of their business judgment.

In the event that any Consultation Party or any member of any Creditors' Committee or an affiliate of any of the foregoing submits a bid that is a Qualifying Bid, any obligation of the Debtors to consult with the bidding party established under these Bidding Procedures will be waived without further action; *provided* that the bidding party will have the same rights as any other Qualifying Bidder set forth above; *provided further* that in the event the Stalking Horse Purchaser is no longer a bidding party, the Stalking Horse Purchaser and the DIP Agent shall be Consultation Parties.

17. Sale Is As Is/Where is

Except as may be set forth in the Stalking Horse APA or any Alternate APA, the Assets sold pursuant to the Bidding Procedures shall be conveyed at the closing in their then-present condition, **"AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

18. Reservation of Rights

Notwithstanding any of the foregoing, the Debtors, in consultation with the Consultation Parties, may (a) after consultation with the DIP Agent, extend the deadlines set forth in the Bidding Procedures Order or the Bidding Procedures, and (b) adopt, implement, and waive such other, additional or existing procedures or requirements that, in their business judgment, will encourage an orderly Auction and bid process, including, but not limited to, the imposition of a requirement that all Qualifying Bidders submit sealed Qualifying Bids during the Auction, all without further notice except to the Auction Participants, as appropriate; *provided*, however, that the prior written consent of the DIP Agent is required to modify the minimum amount of consideration required for an Alternative APA to be the Baseline Bid pursuant to Section 9.

The Debtors, in consultation with the Consultation Parties, may (a) determine which Qualifying Bid(s), if any, is the Winning Bid(s) with respect to any subset of Assets, and (b) reject at any time before entry of the Confirmation and Sale Order approving the Winning Bid(s), any bid (other than the Stalking Horse Bid) that, in the discretion of the Debtors, in consultation with the Consultation Parties, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures, or (iii) contrary to the best interests of the Debtors' estates and their creditors. At or before the conclusion of the Auction, the Debtors, in consultation with the Consultation Parties, may impose such other terms and conditions upon Qualifying Bidders as the Debtors determine to be in the best interests of the Debtors' estates in these cases.

19. Fiduciary Out

Nothing in these Bidding Procedures will require the Debtors to take any action, or refrain from taking any action, with respect to these Bidding Procedures to the extent the Debtors determine that taking such action, or refraining from taking such action, as applicable, is required or appropriate to comply with applicable law or their fiduciary obligations.

EXHIBIT 2

Confirmation and Sale Notice

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: Exactech, Inc., *et al.*,[1] Debtors.	Chapter 11 Case No. 24-12441 (LSS) (Jointly Administered) **Re: Docket No. ___**

NOTICE OF PROPOSED SALE OF ASSETS, ENTRY INTO STALKING HORSE APA, BIDDING PROCEDURES, AUCTION, AND CONFIRMATION AND SALE HEARING

PLEASE TAKE NOTICE that the above-captioned debtors and debtors-in-possession (the "Debtors")[2] each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), on October 29, 2024, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The Debtors are seeking to assume and assign certain of their executory contracts and unexpired leases in connection with the sale (the "Sale") of all or substantially all of their assets (the "Assets"). The Debtors currently propose that the Sale will be approved pursuant to a chapter 11 plan (the "Plan"). The Sale of the Assets will be free and clear of liens, claims, and encumbrances, to the maximum extent permissible under applicable law, including as set forth in the Stalking Horse APA (other purchase agreement with another successful bidder), the Plan, and the Confirmation and Sale Order. There will be a separate notice with additional details regarding the proposed Plan. In connection with the Sale, the Debtors have entered into an Asset Purchase Agreement dated as of October 29, 2024 (the "Stalking Horse APA") with EI BIDCO, LLC (the "Stalking Horse Purchaser"). The Stalking Horse APA remains subject to the Debtors' acceptance of higher or otherwise better offers in accordance with the Bidding Procedures (as defined herein).

PLEASE TAKE FURTHER NOTICE that by order, dated [●], 2024 [Docket No. ●] (the "Bidding Procedures Order"), the Bankruptcy Court approved certain relief requested in the related motion [Docket No. ●] (the "Bidding Procedures Motion"), including the "Bidding Procedures" that govern the Sale of the Assets to the highest or otherwise best bidder(s). **All interested bidders should carefully read the Bidding Procedures.** Copies of the Bidding Procedures Motion, the Bidding Procedures Order, the Bidding Procedures, and the Stalking Horse APA are available for download at https://restructuring.ra.kroll.com/Exactech (the "Case Website") or from the Debtors' claims and noticing agent, Kroll Restructuring Administration,

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Osteon Holdings, Inc. (7042); Osteon Intermediate Holdings I, Inc. (7778); Osteon Intermediate Holdings II, Inc. (1292); Exactech, Inc. (3930); and XpandOrtho, Inc. (4250). The Debtors' service address is 2320 NW 66th Court, Gainesville, Florida 32653.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order (as defined below).

LLC, via telephone by calling (833) 918-0986 (toll free) and (646) 781-8728 (international) or via email at ExactechInfo@ra.kroll.com. **Any interested bidder should contact Karn S. Chopra (212-429-2321; kchopra@centerview.com) and Bob Beasley (212-429-2356; bbeasley@centerview.com) of Centerview LLC, the Debtors' proposed investment banking advisor.**

A separate notice will be provided to counterparties to executory contracts and unexpired leases with the Debtors that may be assumed and assigned in connection with the Sale.

The Debtors' Sale Timeline is as follows:

- Unless adjourned, the Bankruptcy Court will conduct a hearing (the "Disclosure Statement Hearing") to consider the Debtors' forthcoming motion to approve their disclosure statement on **Tuesday, February 4, 2025 at [●] (ET)**, subject to the Bankruptcy Court's availability.

- The deadline to submit a bid for any Assets is **Monday, February 24, 2025 at 4:00 p.m. (ET).**

- An auction for the Assets, unless cancelled or adjourned in accordance with the Bidding Procedures Order, will be held on **Monday, March 3, 2025 at 11:00 a.m. (ET)** or such other date as may be determined by the Debtors in consultation with the Consultation Parties (which information will be timely provided by the Debtors to the Auction Participants) at the offices of Ropes & Gray LLP, 1211 6th Avenue, New York, NY 10036, or virtually via telephone and/or video conference.

- Any objections to the Sale or the relief requested in connection with the Sale, including objections related to adequate assurance of future performance or general objections to the assumption and assignment of the Assumed Contracts (a "Confirmation and Sale Objection") must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) set forth the specific basis for the Confirmation and Sale Objection; (d) be filed with the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **Tuesday, March 18, 2025 at 4:00 p.m. (ET)** (the "Confirmation and Sale Objection Deadline"), and served upon the Objection Notice Parties (as defined below); and (e) proof of service of such Confirmation and Sale Objection upon the Objection Notice Parties shall be filed with the Court as and when required by the Local Rules. The "Objection Notice Parties" are as follows: (a) proposed counsel to the Debtors, Ropes & Gray LLP, 191 N. Wacker Drive, 32nd Floor, Chicago, Illinois 60606 (Attn: Ryan Preston Dahl (ryan.dahl@ropesgray.com) and Benjamin M. Rhode (benjamin.rhode@ropesgray.com)); (b) proposed co-counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Ryan M. Bartley (RBartley@ycst.com) and Elizabeth S. Justison (EJustison@ycst.com)); (c) counsel to the Prepetition First Lien Agent and the DIP Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019 (Attn: Jeffrey Gleit (jeffrey.gleit@afslaw.com)); (d) counsel to the Ad Hoc Group, Milbank LLP, 55

Hudson Yards, New York, New York 10001 (Attn: Evan Fleck (EFleck@milbank.com) and Nelly Almeida (NAlmeida@milbank.com)); and (e) the United States Trustee for the District of Delaware.

- The deadline by which eligible parties must vote on the Debtors' forthcoming Plan voting deadline is **Tuesday, March 18, 2025 at 4:00 p.m. (ET)**.

- Unless adjourned, the Bankruptcy Court will conduct a hearing (the "Confirmation and Sale Hearing") to consider the Debtors' forthcoming Plan and the Sale on **Friday, March 28, 2025 at [●] (ET)**, subject to the Bankruptcy Court's availability.

PLEASE TAKE FURTHER NOTICE THAT FAILURE TO ABIDE BY THE BIDDING PROCEDURES, THE BIDDING PROCEDURES ORDER OR ANY OTHER APPLICABLE ORDER OF THE BANKRUPTCY COURT ENTERED IN THE DEBTORS' CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID AND YOUR DISQUALIFICATION FROM PARTICIPATING IN THE BIDDING FOR AND AUCTION OF ANY OF THE DEBTORS' ASSETS.

PLEASE TAKE FURTHER NOTICE THAT IF A CONFIRMATION AND SALE OBJECTION IS NOT FILED IN THE BANKRUPTCY COURT AND SERVED ON THE OBJECTION NOTICE PARTIES ON OR BEFORE THE CONFIRMATION AND SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE SALE AND BEING HEARD AT THE CONFIRMATION AND SALE HEARING, AND THE BANKRUPTCY COURT MAY ENTER THE CONFIRMATION AND SALE ORDER WITHOUT FURTHER NOTICE TO SUCH PARTY.

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Dated: [●], 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ DRAFT
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Proposed Co-counsel to the Debtors and Debtors in Possession

EXHIBIT 3

Assumption Notice

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: Exactech, Inc., *et al.*,[1] Debtors.	Chapter 11 Case No. 24-12441 (LSS) (Jointly Administered) **Re: Docket No. ___**

NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT WITH RESPECT TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF THE DEBTORS

PLEASE TAKE NOTICE THAT:

The above-captioned debtors and debtors-in-possession (the "Debtors")[2] each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), on October 29, 2024, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The Debtors are seeking to assume and assign certain of their executory contracts and unexpired leases in connection with the sale (the "Sale") of all or substantially all of their assets (the "Assets") through a chapter 11 plan (the "Plan"). In connection with the Sale, the Debtors have entered into an Asset Purchase Agreement dated as of October 29, 2024 (the "Stalking Horse APA") with EI BIDCO, LLC (the "Stalking Horse Purchaser"). The Stalking Horse APA remains subject to the Debtors' acceptance of higher or otherwise better offers in accordance with the Bidding Procedures.

By order, dated [●], 2024 [Docket No. ●] (the "Bidding Procedures Order"), the Bankruptcy Court approved certain relief requested in the related motion [Docket No. ●] (the "Bidding Procedures Motion"), including the "Bidding Procedures" that govern the sale of the Assets to the highest or otherwise best bidder(s). **All interested bidders should carefully read the Bidding Procedures**. The Bidding Procedures Order also approved certain procedures for the assumption and assignment of certain of the Debtors' executory contracts and unexpired leases (the "Assumption Procedures").

Copies of the Bidding Procedures Motion, the Bidding Procedures Order, the Bidding Procedures, and the Stalking Horse APA are available for download at https://restructuring.ra.kroll.com/Exactech (the "Case Website") or from the Debtors' claims and

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Osteon Holdings, Inc. (7042); Osteon Intermediate Holdings I, Inc. (7778); Osteon Intermediate Holdings II, Inc. (1292); Exactech, Inc. (3930); and XpandOrtho, Inc. (4250). The Debtors' service address is 2320 NW 66th Court, Gainesville, Florida 32653.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order (as defined below).

noticing agent, Kroll Restructuring Administration, LLC, via telephone by calling (833) 918-0986 (toll free) and (646) 781-8728 (international) or via email at ExactechInfo@ra.kroll.com.

Pursuant to the Bidding Procedures Order, the Debtors hereby provide notice that they are seeking to potentially assume and assign to the Stalking Horse Purchaser or other Winning Bidder, as applicable, the executory contracts or unexpired leases (each, an "Assumed Contract" and together, the "Assumed Contracts") listed on **Exhibit 3-A** attached hereto.

You are receiving this Notice because you or one of your affiliates may be a party to an Assumed Contract that *may* be assumed and assigned in connection with the Sale.

If the Debtors assume and assign to the Stalking Horse Purchaser or other Winning Bidder, as applicable, an Assumed Contract to which you are a party, on the closing date of the Sale, or as soon thereafter as practicable, the Stalking Horse Purchaser or other Winning Bidder, as applicable, will pay you the amount the Debtors' records reflect is owing to you for prepetition arrearages as set forth on **Exhibit 3-A** attached hereto (the "Cure Cost"). The Debtors' records reflect that all postpetition amounts owing under your Assumed Contract have been paid and will continue to be paid until the assumption and assignment of the Assumed Contract, and that other than the Cure Cost, there are no other defaults under the Assumed Contract.

The Debtors' inclusion of an executory contract or unexpired lease as an Assumed Contract on **Exhibit 3-A** is not a guarantee that such executory contract or unexpired lease will ultimately be assumed and assigned to the Stalking Horse Purchaser or other Winning Bidder. Should it be determined that an Assumed Contract will not be assumed and assigned, the Debtors shall notify such party to the Assumed Contract in writing of such decision.

Under the terms of the Bidding Procedures Order, the Debtors may modify the list of Assumed Contracts on **Exhibit 3-A** until consummation of the Sale, and the Debtors reserve the right, but only in accordance with the Stalking Horse APA or any Alternative APA, as applicable, or as otherwise agreed by the Debtors and the Stalking Horse Purchaser or other Winning Bidder, as applicable, at any time after the closing of the Sale and before the deadline for designation of additional Assumed Contracts or removal of potentially Assumed Contracts set forth in the Stalking Horse APA or any Alternative APA, as applicable, to (i) supplement the list of Assumed Contracts with previously omitted executory contracts, (ii) remove Assumed Contracts from the list of executory contracts ultimately selected as Assumed Contracts that the Stalking Horse Purchaser or other Winning Bidder, as applicable, proposes be assumed and assigned to it in connection with the Sale, or (iii) modify the previously stated Cure Cost associated with any Assumed Contracts. In the event the Debtors exercise any of these reserved rights, the Debtors will promptly serve a supplemental notice of contract assumption (a "Supplemental Assumption Notice") on each of the counterparties to such contracts and their counsel of record, if any; *provided*, *however*, the Debtors may not add an executory contract to the list of Assumed Contracts that has been previously rejected by the Debtors by order of the Bankruptcy Court. Each Supplemental Assumption Notice will include the same information with respect to listed Assumed Contracts as was included in the Assumption Notice, or in the event of a removal, the information required in a Removal Notice.

Any objection to the Cure Cost or to assumption and assignment must be filed with the Bankruptcy Court on or before [_____(i.e., the 14th day after service)] of the relevant Assumption Notice or Supplemental Assumption Notice (the "Cure Objection Deadline"), or such deadline set forth in the applicable Supplemental Assumption Notice and served on the Objection Notice Parties (as defined herein).

Any objection to the Sale, including objections related to adequate assurance of future performance, must (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules; (iii) filed in the Bankruptcy Court on or before Tuesday, March 18, 2025 at 4:00 p.m. (ET); (iv) state with specificity the grounds for such objection; and (v) be served on the Objection Notice Parties (as defined herein). Such objecting party must also file proof of service of such objection upon the Objection Notice Parties with the Bankruptcy Court as and when required by the Local Rules.

The "Objection Notice Parties" are as follows: (a) proposed counsel to the Debtors, Ropes & Gray LLP, 191 N. Wacker Drive, 32nd Floor, Chicago, Illinois 60606 (Attn: Ryan Preston Dahl (ryan.dahl@ropesgray.com) and Benjamin M. Rhode (benjamin.rhode@ropesgray.com)); (b) proposed co-counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Ryan M. Bartley (RBartley@ycst.com) and Elizabeth S. Justison (EJustison@ycst.com)); (c) counsel to the Prepetition First Lien Agent and the DIP Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019 (Attn: Jeffrey Gleit (jeffrey.gleit@afslaw.com)); (d) counsel to the Ad Hoc Group, Milbank LLP, 55 Hudson Yards, New York, New York 10001 (Attn: Evan Fleck (EFleck@milbank.com) and Nelly Almeida (NAlmeida@milbank.com)); and (e) the United States Trustee for the District of Delaware.

If an objection to the Cure Cost, assumption and assignment, adequate assurance of future performance, or the Sale is timely filed and not resolved by the parties, a hearing with respect to the objection will take place in the United States Bankruptcy Court for the District of Delaware, 24 Market St. N., Wilmington, Delaware 19801 at the Confirmation and Sale Hearing to be held at **[_____] [a/p].m. (prevailing Eastern Time) on March 26, 2025**, subject to the Bankruptcy Court's availability, or such other date as determined by the Debtors, in consultation with the Stalking Horse Purchaser or, in the event the Stalking Horse Purchaser is not the Winning Bidder, then in consultation with the Winning Bidder, in accordance with the terms of the Bidding Procedures Order. A hearing regarding the Cure Cost, if any, may be continued at the discretion of the Debtors and the Stalking Horse Purchaser or other Winning Bidder, as applicable, until after the closing of the Sale.

Any party failing to timely file an objection to the proposed Cure Cost, the proposed assumption and assignment of an Assumed Contract or Additional Assumed Contract listed on an Assumption Notice or the Supplemental Assumption Notice, or the Sale is deemed to have consented to (a) such Cure Cost, (b) the assumption and assignment of such Assumed Contract or Additional Assumed Contract (including the adequate assurance of future payment), (c) the related relief requested in the Bidding Procedures Motion, and (d) the Sale. Such party shall be forever barred and estopped from objecting to the Cure Cost, the assumption and assignment of the Assumed Contract, or Additional Assumed Contract, adequate assurance of future performance, the relief requested herein, whether applicable

law excuses such counterparty from accepting performance by, or rendering performance to the Stalking Horse Purchaser or other Winning Bidder, as applicable, for purposes of section 365(c)(1) of the Bankruptcy Code and from asserting any additional cure or other amounts against the Debtors and the Stalking Horse Purchaser or other Winning Bidder, as applicable, with respect to such party's Assumed Contract or Additional Assumed Contract.

Subject to the terms of the Bidding Procedures Order, an auction (the "Auction") for the Assets, including the Contracts, will be conducted on **March 3, 2025 at 11:00 a.m. (ET)** or such other date as may be determined by the Debtors in consultation with the Consultation Parties (which information will be timely provided by the Debtors to the Auction Participants), at the offices of Ropes & Gray LLP, 1211 6th Avenue, New York, NY 10036, or virtually via telephone and/or video conference.

After the Auction, the Debtors will file and serve a notice that identifies the Winning Bidder for the Assets, including any Assumed Contracts**.** The Debtors or the Stalking Horse Purchaser or other Winning Bidder, as applicable, reserve all of their rights, claims, and causes of action with respect to the contracts and agreements listed on **Exhibit 3-A** hereto. Notwithstanding anything to the contrary herein, the proposed assumption and assignment of each of the Assumed Contracts listed on **Exhibit 3-A** hereto (a) shall not be an admission as to whether any such Assumed Contract was executory or unexpired as of the Petition Date or remains executory or unexpired postpetition within the meaning of section 365 of the Bankruptcy Code; and (b) shall be subject to the Debtors' or the Stalking Horse Purchaser's or other Winning Bidder's, as applicable, right to conduct further confirmatory diligence with respect to the Cure Cost of each Assumed Contract and to modify such Cure Cost accordingly. In the event that the Debtors or the Stalking Horse Purchaser or other Winning Bidder, as applicable, determine that your Cure Cost should be modified, you will receive a notice, which will provide for additional time to object to such modification.

The Debtors will seek to assume and assign the Assumed Contracts that have been selected by the Stalking Horse Purchaser or other Winning Bidder, as applicable, (collectively, the "Selected Assumed Contracts") at the Confirmation and Sale Hearing.

Nothing contained herein shall obligate the Debtors or the Stalking Horse Purchaser or other Winning Bidder to assume any Selected Assumed Contracts, and all rights of the Debtors and the Stalking Horse Purchaser or other Winning Bidder with respect to such Selected Assumed Contracts are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each Selected Assumed Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors or the Stalking Horse Purchaser or other Winning Bidder, as applicable, to designate any Selected Assumed Contract as either rejected or assumed on a post-closing basis.

Dated: [●], 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ DRAFT

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Proposed Co-counsel to the Debtors and Debtors in Possession

EXHIBIT 3-A TO THE ASSUMPTION NOTICE

EXHIBIT 4

Stalking Horse APA

ASSET PURCHASE AGREEMENT

DATED AS OF OCTOBER 29, 2024

BY AND AMONG

EI BIDCO, LLC, AS PURCHASER,

AND

EXACTECH, INC.

AND ITS SUBSIDIARIES NAMED HEREIN, AS SELLERS

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of October 29, 2024, is made by and among EI Bidco, LLC, a Delaware limited liability Company ("Purchaser"), Exactech, Inc., a Florida corporation ("Exactech"), and the Subsidiaries of Exactech that are indicated on the signature pages attached hereto (together with Exactech, each a "Seller" and collectively "Sellers"). Purchaser and Sellers are referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein shall have the meanings set forth herein or in Article XI.

WHEREAS, on October 29, 2024 (the "Petition Date"), Sellers, together with other of Sellers' Subsidiaries and Affiliates (the "Debtors"), commenced voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which cases are jointly administered for procedural purposes under Case No. Case No. 24-12441 (LSS) (collectively, the "Bankruptcy Cases"); and

WHEREAS, in accordance with the Bidding Procedures and subject to the terms and conditions set forth in this Agreement and the entry of the Plan Confirmation and Sale Order, the Sellers desire to sell to Purchaser all of the Acquired Assets and to assign to Purchaser all of the Assumed Liabilities, Purchaser desires to purchase from the Sellers all of the Acquired Assets and assume all of the Assumed Liabilities, and the Parties intend to effectuate the transactions contemplated hereby, upon the terms and conditions hereinafter set forth;

WHEREAS, the Acquired Assets and Assumed Liabilities shall be purchased and assumed by Purchaser pursuant to the Plan Confirmation and Sale Order, free and clear of all Encumbrances (other than Permitted Encumbrances), pursuant to Sections 105, 363, 365, 1123(a)(5)(D), 1129, 1141 and 1146, of the Bankruptcy Code, and Rules 4001, 6004, 6006, 3020 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules");

WHEREAS, the performance under this Agreement and the Sellers' ability to consummate the transactions set forth in this Agreement are subject to, among other things, the entry of the Plan Confirmation and Sale Order by the Bankruptcy Court and such transactions are expected to be consummated concurrently with the effective date of the Plan;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements set forth herein, intending to be legally bound hereby, Purchaser and Sellers hereby agree as follows.

ARTICLE I
PURCHASE AND SALE OF THE ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363, 365 and 1123(a) of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and subject to the entry and terms of the Plan Confirmation and Sale Order, at the Closing, Sellers shall sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Sellers, all of Sellers' right, title and interest in and to, as of the Closing, the Acquired

Assets, free and clear of all Encumbrances other than Permitted Encumbrances. "Acquired Assets" means, subject to Section 1.5(b), all of the properties, rights, interests and other assets of each Seller as of the Closing, whether tangible or intangible, real, personal or mixed, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, including any such properties, rights, interests and other assets acquired by any Seller after the date hereof and prior to the Closing, and including Sellers' right, title and interest in and to, as of the Closing, the following assets of each Seller, but excluding in all cases the Excluded Assets:

(a) subject to Section 1.5, all Available Contracts that Purchaser has designated as Assigned Contracts pursuant to Section 1.5, and all purchase orders of any Seller, to the extent assignable under applicable Law, excluding, for the avoidance of doubt, the Excluded Contracts;

(b) all accounts receivable, notes receivable, negotiable instruments and chattel paper owing from Persons that are not Sellers, together with any unpaid interest or fees accrued thereon or other amounts due with respect thereto;

(c) all Documents;

(d) the Leased Real Property listed on Schedule 1.1(d) (the "Acquired Leased Real Property"), including any Leasehold Improvements;

(e) all tangible assets (including Equipment) of Sellers, including the tangible assets of Sellers located at any Acquired Leased Real Property and any tangible assets on order to be delivered to any Seller;

(f) all rights against third parties (including customers, suppliers, vendors, merchants, manufacturers and counterparties to leases, licenses or any Assigned Contract), including causes of action, claims, counterclaims, defenses, credits, rebates (including any vendor or supplier rebates), demands, allowances, refunds (other than Excluded Tax Refunds), causes of action, rights of set off, rights of recovery, rights of recoupment or rights under or with respect to express or implied guarantees, warranties, representations, covenants or indemnities made by such third parties, in each case, arising out of or relating to events or circumstances with respect to any of the Acquired Assets or Assumed Liabilities (in each case, other than against any Seller);

(g) all shares of capital stock and other equity interests that any Seller owns in those Subsidiaries of Exactech set forth on Schedule 1.1(g) (the "Transferred Subsidiaries" and, together with the Subsidiaries of any Transferred Subsidiary, the "Acquired Entities"), including any securities convertible into, or exchangeable or exercisable for, any such shares of capital stock or other equity interests in such Persons set forth on Schedule 1.1(g); provided, that prior to Closing, Purchaser may notify Sellers in writing of any Acquired Entities which Purchaser no longer wishes to acquire, and any such excluded entities shall be Excluded Assets (such excluded entities, the "Excluded Entities", and such an election, an "Acquired Entities Election"); *provided*, further, that, if Purchaser makes an Acquired Entities Election, Purchaser and Seller shall negotiate in good faith an increase to the Wind-Down Amount sufficient to wind-down any entities that become Excluded Assets pursuant to such Acquired Entities Election and such Acquired Entities Election shall not be effective unless and until Purchaser and Seller mutually agree upon such increased Wind-Down Amount;

(h) all of Exactech's rights and interests (including membership interests and other equity interests) in JointMedica Limited and any all agreements between the Sellers and Jointmedica Limited, including that certain Distribution Agreement;

(i) to the extent transferable under applicable Law, all of the rights, interests and benefits (if any) accruing under all Permits and Governmental Authorizations, and all pending applications therefor (and Purchaser and Sellers hereby acknowledge and agree that the EU Certifications are not transferable under applicable Law);

(j) the sponsorship of, and all rights, title, interests and assets of and associated with, the Seller Plans set forth on Schedule 1.1(j), which schedule shall be delivered to Sellers by Purchaser no later than 30 (thirty) Business Days prior to the Closing Date, including any funding arrangements related thereto (including all trusts, insurance policies, and administrative services Contracts relating thereto), and all rights thereunder (collectively, the "Assumed Benefit Plans");

(k) all Intellectual Property of Sellers, including copies and tangible embodiments thereof, in whatever form or medium, together with all goodwill associated therewith, all rights to collect royalties and proceeds in connection with such Intellectual Property, all rights to sue and recover for infringements, dilutions, misappropriations of, or other conflicts with, such Intellectual Property and any and all corresponding rights that, now or hereafter, may be secured throughout the world;

(l) (i) all Cash and Cash Equivalents ("Acquired Cash"), all bank accounts except for the bank accounts set forth on Schedule 1.1(l) (other than, for the avoidance of doubt, any Cash held in such bank accounts, which shall be included), and all deposits (including maintenance deposits and security deposits for rent, prepaid or deferred charges and expenses and all lease and rental payments that have been prepaid by any Seller, but excluding the Wind-Down Amount and GUC Reserve; provided, that, any portion of the remaining Wind-Down Amount upon entry of a final decree of the Plan Confirmation and Sale Order shall be distributed to the Purchaser (the "Purchaser's Reversionary Interest") and (ii) the GUC Reserve;

(m) all demands, credits, statements, allowances, refunds, rebates (including any vendor or supplier rebates), rights (including under or with respect to express or implied guarantees, warranties, representations, covenants and indemnities), claims, counterclaims, defenses, credits, causes of action, rights of set off, rights of recovery or rights of recoupment relating to or arising against suppliers, vendors, merchants, manufacturers and counterparties to leases, licenses or any Acquired Contract;

(n) other than any claims or causes of action against the Sellers' current or former officers or directors that have been released, (i) all preference or avoidance claims or actions arising under the Bankruptcy Code or other applicable Law, and (ii) all other rights, claims, causes of action, rights of recovery, rights of set-off and rights of recoupment as of the Closing of any Seller, in each case, solely related to the Acquired Assets or Assumed Liabilities.

(o) all rights under or arising out of all insurance policies and binders relating to the business of the Seller or the Acquired Assets, except for such policies (i) maintained that

relate solely to Excluded Assets or Excluded Liabilities and (ii) all directors' and officers' insurance policies or binders of the Sellers;

(p) all goodwill, payment intangibles and general intangible assets and rights of Sellers;

(q) all Inventory, supplies and materials to the extent used or held for use in, or related to, the business of the Seller, including all rights of the Sellers to receive such Inventory, supplies and materials that are on order;

(r) all current assets, including all accounts receivable and trade receivables existing on the Closing Date, of Sellers; and

(s) copies of all Tax Returns of each Seller.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, convey or deliver, and Sellers shall retain all right, title and interest to, in and under the following properties, rights, interests and other assets of Sellers (collectively, the "Excluded Assets"):

(a) all Contracts of Sellers listed on Schedule 1.2(a) (the "Excluded Contracts");

(b) all Documents (including information stored on the computer systems, data networks or servers of any Seller) (i) to the extent they relate to any of the Excluded Assets or Excluded Liabilities, (ii) that are Sellers' financial accounting Documents, all minute books, organizational documents, stock certificates, stock registers and such other books and records of any Seller as pertaining to ownership, organization or existence of such Seller, corporate seal, checkbooks and canceled checks, (iii) that any Seller is required by Law to retain or (iv) that are governed under GDPR or collected from natural persons with addresses in the European Union or European Economic Area; provided, that Purchaser shall have the right to make copies of any portions of such Documents to the extent not prohibited by applicable Law;

(c) all documents prepared or received by any Seller or any of its Affiliates or on their behalf in connection with the sale of the Acquired Assets, this Agreement or the other Transaction Agreements, the transactions contemplated hereby or thereby or the Bankruptcy Case, including (i) all records and reports prepared or received by Sellers or any of their respective Affiliates or Advisors in connection with the sale of the Acquired Assets and the transactions contemplated hereby, including all analyses relating to the business of Purchaser or its Affiliates so prepared or received, (ii) all bids and expressions of interest received from third parties with respect to the acquisition of any of Sellers' businesses or assets (including, for the avoidance of doubt, any bids and expressions of interest unrelated to the sale process undertaken by the Sellers in connection with this Agreement), (iii) all privileged materials, documents and records of any Seller or any of its Affiliates, including any privileged materials, documents and records that are in the possession of any Acquired Entity, (iv) confidentiality agreements with prospective purchasers of the Acquired Assets or the Assumed Liabilities or any portion thereof, and (v) any

other files or records to the extent relating exclusively to any Excluded Assets, Excluded Liabilities or the Bankruptcy Case;

(d) all shares of capital stock and other equity interests of any Seller or any of their respective Subsidiaries or securities convertible into, or exchangeable or exercisable for, any such shares of capital stock, or other equity interests, in all cases, other than any of the foregoing issued by any Acquired Entity or otherwise set forth on Schedule 1.5(g);

(e) all claims that any Seller may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities;

(f) Sellers' claims, causes of action or other rights under this Agreement, including the Purchase Price hereunder, or any agreement, certificate, instrument or other document executed and delivered between any Seller and Purchaser in connection with the transactions contemplated hereby, or any other agreement between any Seller and Purchaser entered into on or after the date hereof;

(g) all Excluded Tax Refunds;

(h) every asset of Sellers that would otherwise constitute an Acquired Asset (if owned immediately prior to the Closing) if conveyed or otherwise disposed of during the period from the date hereof until the Closing Date (i) to the extent constituting sales of inventory in the Ordinary Course, or (ii) as otherwise permitted by the terms of this Agreement and the DIP Orders;

(i) the sponsorship of, and all rights, title, interests and assets of and associated with, the Seller Plans that are not Assumed Benefit Plans, including any funding arrangements related thereto (including all trusts, insurance policies, and administrative services Contracts relating thereto), and all rights thereunder;

(j) all materials, documents and records, in any form, whether written, electronic or oral, containing or reflecting any communications to or from, or the work product of, legal counsel to any Seller or any of its Affiliates to the extent solely or primarily relating to the Excluded Liabilities;

(k) any retainers or similar amounts paid to or on behalf of Sellers' Advisors or other professional service providers on behalf of Sellers' estate (other than Purchaser's Reversionary Interest) including, for the avoidance of doubt, any professional fee reserve account and carve-out escrow account established pursuant to orders of the Bankruptcy Court approving the DIP Facility;

(l) any adequate assurance account reserved for Sellers' utility providers pursuant to an order of the Bankruptcy Court in accordance with Section 363 of the Bankruptcy Code (other than Purchaser's Reversionary Interest in such reserved cash);

(m) all directors' and officers insurance policies or binders of the Sellers;

(n) all claims or causes of action, if any, against the Sellers' current and former officers, directors, managers, Representatives, and other agents that are released;

(o) the Wind-Down Amount (subject to the Purchaser's Reversionary Interest);; and

(p) the properties, rights, interests and assets set forth on Schedule 1.1(k) and Schedule 1.2(p).

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein and subject to the entry and terms of the Plan Confirmation and Sale Order, effective as of the Closing, Purchaser shall irrevocably assume from each Seller (and from and after the Closing pay, perform, discharge or otherwise satisfy in accordance with their respective terms), and Sellers (or with respect to Taxes, if applicable, Seller's applicable Affiliate) shall irrevocably transfer, assign, convey and deliver to Purchaser, only the following Liabilities, without duplication and only to the extent not paid on or prior to the Closing (collectively, the "Assumed Liabilities"):

(a) without duplication of any Cure Costs, all Liabilities and obligations of any Seller under the Assigned Contracts (as of and following the time Purchaser designates such Contracts as Assigned Contracts pursuant to Section 1.5;

(b) all cure costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts (the "Cure Costs");

(c) all Liabilities (including all Taxes, government charges or fees) arising out of the conduct of the business or the ownership or operation of the Acquired Assets, in each case, by Purchaser from and after the Closing Date;

(d) all current Liabilities (other than Taxes and without duplication of Cure Costs), to the extent such current Liabilities are existing on the Closing Date and result from the accounts set forth on Schedule 1.3(d);

(e) all Liabilities relating to amounts required to be paid, or actions required to be taken or not to be taken, by Purchaser under this Agreement and all Transfer Taxes;

(f) all Liabilities related to, resulting from or arising out of, on or after the Closing, any (i) unredeemed refund amounts or similar items, (ii) customer deposits or (iii) customer promotions and related programs, as set forth on Schedule 1.3(f);

(g) all non-income Taxes with respect to the Acquired Assets for any Straddle Period;

(h) all Liabilities relating to Purchaser's employment of the Transferred Employees and all Liabilities relating to the Assumed Benefit Plans, in each case, solely to the extent such Liabilities relate to periods following the Closing;

(i) all Liabilities agreed to be assumed by Purchaser or for which Purchaser has agreed to be responsible in accordance with this Agreement;

(j) all Liabilities arising under section 503(b)(9) of the Bankruptcy Code;

(k) all Liabilities relating to any intercompany payables owing from any Seller to any Acquired Entity; and

(l) the obligations of Sellers under the DIP Credit Agreement to cause to be issued to the Backstop Commitment Parties the Backstop Commitment Premium (each such term as defined in the DIP Credit Agreement) as contemplated by Section 2.09(3) of the DIP Credit Agreement.

1.4 Excluded Liabilities. Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or Action against, any Seller of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the Closing Date or arising thereafter as a result of any act, omission or circumstances taking place on or prior to the Closing, other than the Assumed Liabilities, including, without limitation, all Excluded Environmental Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the "Excluded Liabilities"). Excluded Liabilities includes but is not limited to liabilities, however arising, from any and all foreign or domestic: claims, causes of action, lawsuits, class action lawsuits, consolidated proceedings, arbitrations, government investigations, and any proceeding or investigation based on successor or transferee liability (collectively, "Excluded Litigation"). For the avoidance of doubt, Excluded Liabilities includes any (i) product liability or similar claims for injury to a person or property arising from or related to any express or implied representation, warranty, or agreement made by Seller, claims arising from or related to the improper performance or malfunctioning of any product, the improper design or manufacture of any product, failure to adequately package, label or warn of hazards or other related defects of any products, or any service performed by Seller; (ii) any claims arising from or related to the recall or design defect of any products manufactured or sold by Seller or any service performed by Seller; and (iii) any claims, proceedings, or investigations pursued under the False Claims Act 31 U.S.C. §§ 3729 – 3733, whether brought by the United States Government or by another on its behalf (collectively, "Excluded Product Liability Claims"). Purchaser hereby acknowledges and agrees that no Liability of any Acquired Entity shall be an Excluded Liability and that all Liabilities of any Acquired Entity as of the Closing shall continue to be the Liabilities of such Acquired Entity following the Closing.

1.5 Assumption/Rejection of Certain Contracts.

(a) Assumption and Assignment of Executory Contracts.

(i) Schedule 1.5(a) sets forth a list of all executory Contracts to which any Seller is a party that is subject to assumption or rejection pursuant to Section 365 of the Bankruptcy Code (the "Available Contracts") to the best of Sellers' information and belief. No later than 10 Business Days following entry of the Bidding Procedures Order, Seller shall provide purchaser with a Schedule of the estimated Cure Costs for each Available Contract. No later than five (5) Business Days prior to Closing, Purchaser shall designate in writing (a "Designation Notice") the Available Contracts that Purchaser

wishes for Sellers to assume and assign to Purchaser (the "Assigned Contracts"). All Available Contracts that Purchaser does not designate as Assigned Contracts pursuant to this Section 1.5 (such Contracts, the "Rejected Contracts") shall not constitute Assigned Contracts or Acquired Assets and shall automatically be deemed Excluded Contracts; *provided, however*, that if there is a Cure Cost dispute with respect to an Available Contract or any other dispute as to the assumption or assignment of such Available Contract (such Available Contract, a "Disputed Contract") that has not been resolved to the mutual satisfaction of Purchaser and Sellers prior to the Designation Deadline, then the Designation Deadline shall be extended (but only with respect to such Disputed Contract) to no later than the earlier of (A) the date on which such Available Contract is deemed rejected by operation of section 365 of the Bankruptcy Code, and (B) the date upon which such dispute is finally determined by the Bankruptcy Court (the "Extended Contract Period"). If a Designation Notice with respect to a Disputed Contract is not delivered by Purchaser in writing by the date which is five (5) Business Days following the expiration of such Extended Contract Period, such Disputed Contract shall not constitute an Assigned Contract or Acquired Asset.

(ii) Sellers shall cause a timely and proper written notice of the motion seeking entry of the Plan Confirmation and Sale Order to be provided to all counterparties (the "Counterparties") to all Available Contracts in accordance with the procedures set forth in the Bidding Procedures Order. Such notice shall identify each Available Contract by the name or appropriate description and date (if available), the Counterparty, and the address of such Counterparty for notice purposes. Such notice shall also (A) set forth Sellers' good faith estimate of the applicable Cure Costs for each Available Contract as determined by Sellers based on their books and records and (B) be filed with the Bankruptcy Court.

(iii) Purchaser shall have the right to notify Sellers in writing up to five (5) Business Day prior to Closing (the "Designation Deadline"), of any Available Contract (other than purchase orders) that it does not wish to assume or any Excluded Contract that Purchaser wishes to designate as an Assigned Contract, and (A) any such Available Contract that Purchaser no longer wishes to assume shall be automatically deemed added to Schedule 1.5(a), in each case, without any adjustment to the Purchase Price, and (B) any such previously Excluded Contract shall automatically become an Assigned Contract, in each case, without any adjustment to the Purchase Price. If any previously Excluded Contract becomes an Assigned Contract, Sellers shall promptly (and in no event later than two Business Days following its designation as an Assigned Contract), notify the Purchaser and the applicable Counterparty of Sellers' good faith estimate of the applicable Cure Costs. Counterparties shall have ten Business Days to object, in writing, to the proposed Cure Costs or the assumption of its Contract. If the Counterparties, Sellers, and Purchaser are unable to reach a consensual resolution with respect to any objection, the Sellers shall seek an expedited hearing before the Bankruptcy Court to determine the Cure Costs and approve the assumption. If no objection is timely served, the Plan Confirmation and Sale Order shall approve the assumption of such Contract and its assignment to Purchaser.

(iv) At the Closing (or, with respect to Available Contracts that remain Disputed Contracts, at such later date when all disputes have been resolved to the mutual

satisfaction of Sellers and Purchaser), subject to any adjustment pursuant to Section 1.5, the applicable Sellers shall, subject to Purchaser's payment of the applicable Cure Costs, assume and assign to Purchaser all Assigned Contracts that may be assigned by such Seller to Purchaser pursuant to sections 363, 365 and 1123 of the Bankruptcy Code, and Purchaser shall assume such Assigned Contracts. Purchaser shall be solely responsible for the payment, performance and discharge when due of the Liabilities under the Assigned Contracts arising or that are otherwise payable from the time of and after the Closing.

(b) Non-Assignment.

(i) Notwithstanding anything to the contrary in this Agreement, a Contract shall not be an Assigned Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such Contract is rejected by a Seller under section 365 of the Bankruptcy Code, solely with Purchaser's prior written consent, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder.

(ii) The Plan Confirmation and Sale Orders shall provide, pursuant to sections 365(e) and 365(f) of the Bankruptcy Code, that any provision in any Assigned Contract that purports to prohibit, restrict, or condition Sellers' assignment of such Assigned Contract to Purchaser or provide for the termination or modification of such Assigned Contract based on the filing of a bankruptcy case, the financial condition of Sellers or similar circumstances shall be unenforceable and of no force and effect.

(iii) Notwithstanding anything to the contrary in this Agreement, to the extent an Acquired Asset (including all Permits and Governmental Authorizations that may not be transferable or transferred as of Closing) requires a Consent or Governmental Authorization (other than, (i) and in addition to and determined after giving effect to any order of the Bankruptcy Court, including the Plan Confirmation and Sale Order and (ii) any Consent or Governmental Authorization required under Competition and FDI Laws) in order to permit the assignment, sale or transfer to Purchaser of the applicable Seller's right, title and interest in and to such asset, and such Consent or Governmental Authorization has not been obtained prior to such time as such right, title and interest is to be assigned, sold or transferred by Sellers as an Acquired Asset hereunder, such asset shall not be an Acquired Asset hereunder and shall not be assigned, sold or transferred to Purchaser. If any Acquired Asset is deemed not to be assigned, sold or transferred pursuant hereto, the Closing shall nonetheless take place subject to the terms and conditions set forth herein (notwithstanding any terms and conditions requiring the assignment, sale or transfer of such asset) and, thereafter, through the earlier of such time as such Consent or Governmental Authorization is obtained and six months following the Closing (or the closing of the Bankruptcy Cases, if shorter), Sellers and Purchaser shall use reasonable best efforts to (A) secure such Consent or Governmental Authorization as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement mutually agreed by Purchaser and Sellers, including (in each case to the extent lawful and commercially reasonable and mutually agreed by Purchaser and Sellers) (1) Sellers maintaining and providing Purchaser with use of any such Acquired Assets for the benefit of Purchaser and (2) subcontracting, licensing or

sublicensing to Purchaser any or all of any Seller's rights and obligations with respect to any such Acquired Asset, under which (x) Purchaser shall obtain (without infringing upon the legal rights of the applicable Governmental Body or violating any Law) the economic rights, benefits and proceeds (net of the amount of any related Tax costs imposed on Sellers or their respective Affiliates or any direct costs associated with the retention and maintenance of such Acquired Asset incurred by any Seller or its Affiliates) with respect to such Acquired Asset with respect to which the Consent or Governmental Authorization has not been obtained, and (y) Purchaser shall assume and timely discharge any related burden and obligation with respect to such Acquired Asset. In the case of the EU Certifications, "reasonable best efforts" as used in the immediately preceding sentence shall mean that Sellers shall, promptly after the date hereof and in any event prior to Closing, seek written guidance from the applicable Notified Body as to arrangements that will, in the view of such Notified Body, (i) allow the devices to continue being commercialized during the applicable extension or transitional period from the European Union ("EU") Medical Device Directive to the EU Medical Device Regulation ("MDR") and for the MDR reviews to continue under Purchaser's ownership and (ii) otherwise satisfy the criteria in clause (B) of the immediately preceding sentence (it being understood that no arrangement that would conflict with such Notified Body's guidance will be considered "lawful" or "commercially reasonable" for purposes of the immediately preceding sentence); provided that Purchaser shall not engage in any communication with the applicable Notified Bodies in respect of the Transaction unless Sellers have given their prior written consent consistent with the confidentiality requirement under Directive 93/42/EEC and its replacement Regulation (EU 2017/745). Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Acquired Asset after the Closing, Sellers' right, title and interest in and to such Acquired Asset shall promptly be transferred and assigned to Purchaser in accordance with the terms of this Agreement and the Plan Confirmation and Sale Order. Notwithstanding anything herein to the contrary, (x) the provisions of this Section 1.5(b) shall not apply to any consent or approval required under any Competition Laws, which consent or approval shall be governed by Section 6.4, and (y) no Seller will be obligated to expend any money (other than their own reasonable attorneys' fees), incur liabilities or otherwise pay any consideration to any Person from whom Consent or Governmental Authorization is requested, or offer or grant any accommodation (financial or otherwise) or to initiate or participate in any litigation to obtain any Consent or Governmental Authorization.

ARTICLE II
CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration. The aggregate consideration (collectively, the "Purchase Price") to be paid by Purchaser for the purchase of the Acquired Assets shall be: (i) the assumption of Assumed Liabilities; (ii) the Wind-Down Amount; (iii) a credit bid (the "Credit Bid") pursuant to Section 363(k) of the Bankruptcy Code in an amount equal to (x) all of the Pre-petition Obligations, and (y) the full amount of the outstanding obligations of Sellers under the DIP Facility as of the Closing Date (the amounts set forth in the preceding clauses (x) and (y) collectively, the "Credit Bid Amount"); (iv) the GUC Reserve; and (v) the payment of Cure Costs. In the event the sum of the Cash Payment and the Wind-Down Amount exceed the amount of aggregate unrestricted Cash and Cash Equivalents as of the Closing (excluding all maintenance deposits and

security deposits for rent, prepaid or deferred charges and expenses, and all lease and rental payments that have been prepaid by any Seller), Purchaser shall increase the amount of the Purchase Price, payable in Cash as of the Closing, by the amount of such excess.

2.2 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price, the assumption of the Assumed Liabilities and the consummation of the other transactions contemplated by this Agreement (the "Closing") will take place by telephone conference and electronic exchange of documents at 9:00 a.m. Eastern Time on the second Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing), or at such other place and time as the Parties may agree in writing. The date on which the Closing actually occurs is referred to herein as the "Closing Date."

2.3 Closing Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver to Purchaser (or to one or more Affiliates designated by Purchaser (each, a "Purchaser Designee")):

(a) a bill of sale substantially in the form of Exhibit A (the "Bill of Sale") duly executed by the applicable Sellers;

(b) a trademark assignment agreement substantially in the form of Exhibit B (the "Trademark Assignment Agreement"), duly executed by the applicable Sellers;

(c) a copyright assignment agreement substantially in the form of Exhibit C (the "Copyright Assignment Agreement"), duly executed by the applicable Sellers;

(d) a patent assignment agreement substantially in the form of Exhibit D (the "Patent Assignment Agreement"), duly executed by the applicable Sellers;

(e) instruments of transfer of the equity interests of the Transferred Subsidiaries and JointMedica Limited (in each case to the extent they are Acquired Assets at Closing), in customary form, duly executed by the applicable Sellers;

(f) an IRS Form W-9, executed by each Seller or each Seller's regarded owner for U.S. federal income Tax purposes; and

(g) a certificate, dated as of the Closing Date, executed by a duly authorized officer of Exactech, certifying that the conditions set forth in Sections 7.2(a) and 7.2(b) have been satisfied.

2.4 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to (or at the direction of), or shall cause the applicable Purchaser Designee to deliver to, Sellers:

(a) the Bill of Sale, duly executed by Purchaser or the applicable Purchaser Designee;

(b) the Trademark Assignment Agreement, duly executed by Purchaser or the applicable Buyer Designee;

(c) the Copyright Assignment Agreement, duly executed by Purchaser or the applicable Buyer Designee;

(d) the Patent Assignment Agreement, duly executed by Purchaser or the applicable Buyer Designee;

(e) a payoff letter, release letter or other similar document acknowledging the conversion of the Credit Bid Amount as consideration for the transfer of the Acquired Assets and cancellation and discharge of the same amount of the Prepetition Obligations; and

(f) a certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser, certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied.

2.5 Withholding. Purchaser shall not be entitled to deduct and withhold any Taxes from any amounts otherwise payable pursuant to this Agreement, except to the extent resulting from any Seller's failure to satisfy its obligations under Section 2.3(f).

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Schedules delivered by Sellers concurrently herewith and subject to Section 10.10, Sellers jointly and severally represent and warrant to Purchaser as of the date hereof and as of the Closing as follows:

3.1 Organization and Qualification.

(a) Each Seller is a corporation, limited liability company or limited partnership, as applicable, duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation.

(b) Each Seller is duly qualified or authorized to do business and is in good standing (if applicable) in each jurisdiction in which the property and assets owned, leased or operated by it, or the nature of the business conducted by it, makes such qualification or authorization necessary.

3.2 Authorization of Agreement. The execution, delivery and performance by each Seller of this Agreement and the other Transaction Agreements to which such Seller is a party, and the consummation by such Seller of the transactions contemplated hereby and thereby, subject to requisite Bankruptcy Court approvals, have been duly authorized by all requisite corporate action, limited liability company action or limited partnership action on the part of such Seller, as applicable, and no other organizational proceedings on such Seller's part are necessary to authorize the execution, delivery and performance by such Seller of this Agreement or the other Transaction Agreements and the consummation by it of the transactions contemplated hereby and thereby. Subject to requisite Bankruptcy Court approvals, this Agreement and the other Transaction Agreements to which each Seller is a party have been, or will be, duly executed and delivered by such Seller and, assuming due authorization, execution and delivery hereof and thereof by Purchaser and Sellers, as applicable, constitutes, or will constitute, legal, valid and

binding obligations of such Seller, enforceable against such Seller in accordance with its and their terms, except that such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (b) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Enforceability Exceptions").

3.3 Conflicts; Consents. Assuming that (a) requisite Bankruptcy Court approvals are obtained, (b) the notices, authorizations, approvals, Orders, Permits or consents set forth on Schedule 3.3 are made, given or obtained (as applicable), and (c) the requirements of any applicable antitrust, competition, merger control or foreign investment Laws promulgated by any Governmental Body ("Competition and FDI Laws") are complied with, neither the execution and delivery by Sellers of this Agreement or the other Transaction Agreements, nor the consummation by Sellers of the transactions contemplated hereby or thereby, nor performance or compliance by Sellers with any of the terms or provisions hereof or thereof, will (i) conflict with or violate any provision of a Seller's certificate of incorporation or bylaws, certificate of formation or limited liability company agreement, certificate of limited partnership, partnership agreement or other governing documents, as applicable, (ii) (x) conflict with, violate or constitute a breach of or default (with or without notice or lapse of time, or both) under, (y) give rise to a right of termination, modification, acceleration or cancelation of any obligation or to the loss of any benefit, under, or (z) accelerate any Seller's obligations under, any Material Contract, (iii) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any Acquired Asset or (iv) violate any Law, except, in the case of clauses (ii) and (iv), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.4 Equity Interests of Acquired Entities.

(a) The authorized and outstanding capital stock or other equity interests of each of the Acquired Entities are as set forth on Schedule 3.4(a). All of the outstanding capital stock or other equity interests of each Acquired Entity have been duly authorized, validly issued, fully paid and are non-assessable (where such concepts are legally recognized with respect to such Acquired Entity in the jurisdiction of organization of such Acquired Entity). Except as set forth on Schedule 3.4(a), there are no outstanding options, warrants, convertible, exercisable or exchangeable securities, "phantom" equity rights, equity appreciation rights, equity-based performance units, rights to subscribe to, purchase rights, calls or commitments relating to the issuance, purchase, sale or repurchase of any capital stock or other equity interests issued by the Acquired Entities containing any equity features, or Contracts, commitments, understandings, arrangements or other obligations by which any of the Acquired Entities is bound to issue, deliver or sell, or cause to be issued, delivered or sold, additional capital stock or other equity interests, or options, warrants, convertible, exercisable or exchangeable securities, "phantom" equity rights, equity appreciation rights, equity-based performance units, rights to subscribe to, purchase rights, calls or commitments relating to any capital stock or other equity interests of the Acquired Entities, or that otherwise give any Person the right to receive any benefits or rights similar to any rights enjoyed by or accruing to the holders of shares of capital stock or other equity securities of any Acquired Entity (including any rights to receive any payment in respect, or based on the price or value, thereof). Except as set forth on Schedule 3.4(a), none of the Sellers or the Acquired Entities is a party to any equityholders' agreement, voting trust agreement, registration rights agreement

or other similar agreement or understanding relating to any such securities or any other agreement relating to the disposition, voting or dividends with respect to any such securities. Except as set forth on Schedule 3.4(a), the Sellers own all of the outstanding capital stock or other equity interests of the Acquired Entities, free and clear of all Encumbrances (other than Permitted Encumbrances).

(b) Except as set forth on Schedule 3.4(b), as of the date of this Agreement, there are no other corporations, limited liability companies, partnerships, joint ventures, associations or other entities or Persons in which the Acquired Entities own, of record or beneficially, any direct or indirect equity or other interest or any right (contingent or otherwise) to acquire the same.

3.5 Financial Statements. Attached to Schedule 3.5 are the audited consolidated balance sheets as of December 31, 2023 and as of December 31, 2022, and the related consolidated statements of operations, changes in preferred stock and stockholders' deficit and cash flows for each fiscal year then ended, of Exactech (collectively, the "Audited Financial Statements") and unaudited consolidated balance sheets as of March 31 2024 and March 31, 2023, and the related unaudited consolidated statements of operations, changes in preferred stock and stockholders' (deficit) and cash flows for the portion of each fiscal year then ended, of Exactech (collectively, the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto and, in the case of Unaudited Financial Statements, subject to normal year-end audit adjustments, the effect of which will not be materially adverse to any of the Sellers in the aggregate, to the absence of notes and to any other adjustments described therein, including in any notes thereto) and fairly present in all material respects the consolidated financial position of the Sellers and their respective consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown, except as may be indicated in the notes thereto.

3.6 Title to Properties.

(a) Schedule 3.6 sets forth the address of all real property leased, subleased or licensed to, or for which a right to use, possess or occupy has been granted to, the Sellers, together with all rights, easements and privileges appertaining or relating to such interest in real property, and all improvements located on such real property (the "Leased Real Property"), and a true and complete list of leases for the Leased Real Property. One or more of the Sellers has a good and valid leasehold interest to all real property leased by Sellers (the "Leased Real Property"), free and clear of all Encumbrances (other than Permitted Encumbrances). Sellers have not subleased or otherwise granted any Person the right to use or occupy any Leased Real Property which is still in effect. None of the Sellers own any real property.

(b) Subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (subject to satisfaction of any applicable Cure Costs by Purchaser) and except as a result of the commencement of the Bankruptcy Cases, Sellers hold good title to, or a valid leasehold interest in, all of the material tangible property necessary in the conduct of their business as now conducted,

free and clear of all Encumbrances, except for Permitted Encumbrances, other than any failure to own or hold such tangible property as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.7 Title to Acquired Assets; Sufficiency. Except for Permitted Encumbrances, Sellers own each of the Acquired Assets and hold good and valid title to the Acquired Assets, and, at the Closing, Purchaser will be vested with good title to such Acquired Assets, free and clear of all Liens, other than Permitted Encumbrances. The Acquired Assets, after giving effect to Section 1.5(b), constitute all of the properties used in or held for use in the business of Sellers and are sufficient for the Purchaser to conduct the business of Sellers from and after the Closing Date without interruption and in the ordinary course of business as it has been conducted by Sellers; provided, that any effects resulting from any Person becoming an Excluded Entity and any Contract becoming a Rejected Contract shall not constitute a breach of the representation set forth in this Section 3.7. No Affiliates of Sellers hold any material assets, other than Excluded Assets, used or held for use in, and necessary for, the operation of the business of Sellers as presently operated.

3.8 Contracts.

(a) Schedule 3.8 sets forth a list of each Material Contract as of the date of this Agreement. For purposes of this Agreement, "Material Contract" means any Contract (x) by which any of the Acquired Assets are bound or affected or (y) to which any Seller is a party or by which it is bound in connection with the Acquired Assets (in each case, excluding any Seller Plan) that:

(i) relates to the formation, creation, governance, economics or control of any joint venture, partnership or other similar arrangement, other than Contracts entered into in the Ordinary Course;

(ii) provides for indebtedness for borrowed money of Sellers having an outstanding or committed amount in excess of $500,000, other than letters of credit;

(iii) relates to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise) for aggregate consideration under such Contract in excess of $1,000,000 pursuant to which any earn-out, indemnification or deferred or contingent payment obligations remain outstanding that would reasonably be expected to involve payments by or to Sellers of more than $1,000,000 after the date hereof (in each case, excluding for the avoidance of doubt, acquisitions or dispositions supplies, merchandise, products, Equipment, properties or other assets in the Ordinary Course, or of supplies, merchandise, products, Equipment, properties or other assets that are obsolete, worn out, surplus or no longer used or useful in the Ordinary Course);

(iv) is a Contract (other than purchase orders) for the purchase of materials, supplies, goods, services, Equipment or other assets pursuant to which Sellers would reasonably be expected to make payments of more than $500,000 during any fiscal year;

(v) (A) is a Contract pursuant to which any Seller receives any license, sublicense, covenant not to sue, release, or waiver under any Intellectual Property of any third party (other than agreements for any third-party commercially available or off-the-shelf software with annual, aggregate fees of less than $250,000); or (B) is Contract pursuant to which any Seller grants any license, sublicense, covenant not to sue, release, or waiver under any Seller Intellectual Property, other than any non-exclusive outbound license entered into in the ordinary course of business, but excluding, in the case of each of clauses (A) and (B), any standard non-disclosure, end-user, customer, Open Source Software license, confidentiality or consulting agreement, in each case as entered into in the ordinary course of business;

(vi) any Contract for the sale of any of the assets of any Seller (whether by merger, sale of stock, sale of assets or otherwise) for consideration in excess of $500,000 pursuant to which any Seller has continuing obligations that are material (other than (A) any Contract that is solely among the Sellers and (B) any Contract for the sale of obsolete or unused inventory, equipment or similar assets); or

(vii) contains any provision (A) limiting, in any material respect, the right of Sellers to engage in any business, make use of any Seller Intellectual Property that is material to Sellers, compete with any Person, or operate anywhere in the world, or (B) granting any exclusivity right to any third party or containing a "most favored nation" provision in favor of any third party, in each case of clauses (A) and (B), other than (1) a Contract that can be terminated on 90 days' notice or less without resulting in a breach or violation of, or any acceleration of any rights or obligations or the payment of any penalty under, such Contract, or (2) Contracts entered into in the Ordinary Course granting non-exclusive rights to Seller Intellectual Property.

(b) Subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (subject to satisfaction by Purchaser of any applicable Cure Costs) and except (i) as a result of the commencement of the Bankruptcy Cases and (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced, (A) each Material Contract is valid and binding on the Seller party thereto and, to the Knowledge of Sellers, each other party thereto, and is in full force and effect, subject to the Enforceability Exceptions, (B) the applicable Seller, and, to the Knowledge of Sellers, any other party thereto, have performed all obligations required to be performed by it under each Material Contract, (C) Sellers have received no written notice of the existence of any breach or default on the part of any Seller under any Material Contract, (D) there are no events or conditions that constitute, or, after notice or lapse of time or both, will constitute, a default on the part of a Seller, or to the Knowledge of Sellers, any counterparty under such Material Contract and (E) to the Knowledge of Sellers, Sellers have not received any written or oral notice from any Person that such Person intends to terminate, or not renew, any Material Contract.

3.9 No Litigation. There are no, and for the past three (3) years there have not been any, material Actions pending or, to the Knowledge of Sellers, threatened against the Sellers or the Acquired Assets that would not be subject to a free and clear sale under Section 363 and/or 1123(a) of the Bankruptcy Code.

3.10 Permits; Compliance with Laws. Each Seller is, and has been since January 1, 2023, in compliance in all material respects with all state or federal laws, statutes, ordinances, codes, rules or regulations ("Laws") or Orders, applicable to such Seller, and each Seller holds all licenses, franchises, permits, certificates, approvals and authorizations from Governmental Bodies necessary for the lawful conduct of its respective business (collectively, "Permits"). Each Seller and each of their respective directors, officers and employees acting in such capacity and, to the Knowledge of Sellers, each of its and their other agents acting on its or their behalf, is, and has been since January 1, 2024, in material compliance with (i) the Foreign Corrupt Practices Act of 1977 and any rules and regulations promulgated thereunder, (ii) applicable Information Privacy and Security Laws and (iii) Laws administered by the FDA or other comparable Governmental Body.

3.11 Environmental Matters. Except as would not, individually or in the aggregate, reasonably be expected to result in the Sellers incurring material Liabilities, (a) Sellers and the Acquired Entities are, and have been, in compliance with all applicable Environmental Laws, (b) neither Sellers nor any Acquired Entity has received any written notice alleging that any Seller or Acquired Entity is in violation of or liable under, any Environmental Law that is unresolved, (c) Sellers and the Acquired Entities possess and are and have been in compliance with all Permits required under Environmental Laws for the operation of their businesses as currently conducted ("Environmental Permits"), (d) there is no Action under or pursuant to any Environmental Law or Environmental Permit that is pending or, to the Knowledge of Sellers, threatened in against any Seller or Acquired Entity, (e) neither Sellers nor any Acquired Entity are subject to any Order imposed by any Governmental Body pursuant to Environmental Laws under which there are uncompleted, outstanding or unresolved obligations on the part of any Seller or Acquired Entity, and (f) there are no Hazardous Substances present at, in, on or under the Leased Real Property or any real property owned, leased or occupied by any Acquired Entity in quantities or concentrations in excess of those permitted under Environmental Laws.

3.12 Intellectual Property; IT and Data Security and Privacy.

(a) Section 3.12(a) of the Schedules sets forth a complete and accurate list of all Seller Intellectual Property that is the subject of any issuance, registration, or a pending application for registration with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar governmental office or agency, or registrar anywhere in the world ("Registered Seller Intellectual Property "). All of the Registered Seller Intellectual Property that have been the subject of an application filed with, are issued by, or registered with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar governmental office or agency, or registrar anywhere in the world, are (or will be, as of the Closing) registered in the name of a Seller. All Registered Seller Intellectual Property are subsisting, and to the Knowledge of Sellers, valid and enforceable. Sellers own all of the rights, title and interest in and to the Seller Intellectual Property, including all Registered Seller Intellectual Property, free and clear of all Encumbrances (other than Permitted Encumbrances) and have valid licenses to all other material Intellectual Property used in or held for use in the conduct of the business of Sellers. The consummation of the transactions contemplated herein shall not adversely impact, restrict, or otherwise impair the Purchaser's ownership rights in and to any Seller Intellectual Property.

(b) Sellers have taken commercially reasonable steps in accordance with industry practice to maintain the confidentiality of non-public Seller Intellectual Property. Except as would not reasonably be expected to be material to the business of Sellers, taken as a whole, each present or past employee, officer, consultant or any other Person who developed any Seller Intellectual Property has executed a Contract with a Seller that conveys to such Seller any and all right, title and interest in and to all Seller Intellectual Property developed by such Person in connection with such Person's employment or engagement by such Seller, and where applicable with respect to Persons currently employed by or engaged with Sellers, provides that such Person irrevocably waives all moral rights in respect to all Seller Intellectual Property created or contributed in the course of their employment or engagement.

(c) No Actions are pending or, to the Knowledge of Sellers, threatened against any Seller, and in the past three (3) years, Sellers have not received any written notice or claim, (i) challenging the ownership, validity, enforceability or use by any Seller of any Seller Intellectual Property or (ii) alleging that any Seller is infringing, misappropriating or otherwise violating the Intellectual Property of any Person.

(d) In the past three (3) years, (i) no Person has infringed, misappropriated or otherwise violated any Seller Intellectual Property and (ii) to the Knowledge of Sellers, the operation of the business of Sellers has not violated, misappropriated or infringed the Intellectual Property of any other Person.

(e) No Business Software contains or is derived from, linked with, called by, or combined or distributed with third-party Open Source Software in a manner that, according to the terms of the license for such Open Source Software, requires that such Business Software (excluding the Open Source Software) be (i) distributed or made available to any third party in source code form; (ii) licensed to any third party for the purpose of modification or redistribution; (iii) licensed to any third party at no charge; or (iv) made subject to the terms and conditions of any Open Source Software license. Without limiting the foregoing, the Sellers have been in compliance, in all material respects, with all terms and conditions of any license for Open Source Software. Sellers have not (i) granted, directly or indirectly, to any other Person, any current or contingent rights, licenses or interests in or to any source code of any Business Software or (ii) provided or disclosed any source code of any Business Software to any person or entity.

(f) Except as would not reasonably be expected to be material to the business of Sellers, taken as a whole, the Business Software does not contain any viruses, undocumented or unauthorized portals or other access (including backdoors), worms, time-bombs, key-locks, key-logs, or any other devices, codes or commands that could materially disrupt or interfere with the operation of the Business Software or equipment upon which the Business Software operates, or the safety, security or integrity of the data, information or signals the Business Software produces in a manner adverse to any customer, licensee or recipient.

(g) The consummation of the transactions contemplated hereby will not result in the grant of any right or license to any third party of any Seller Intellectual Property that is material to any such Seller. The consummation of the transactions contemplated herein shall not adversely impact, restrict, or otherwise impair the Purchaser's ownership rights in and to any Seller Intellectual Property or any Intellectual Property licensed to Sellers pursuant to an Assigned

Contract. The Seller Intellectual Property and Intellectual Property licensed to Sellers pursuant to an Assigned Contract constitutes all the Intellectual Property that is used in, or necessary for, the conduct of the business of Sellers as currently conducted and currently contemplated to be conducted by Sellers.

(h) Except as would not reasonably be expected to be material to the business of Sellers, taken as a whole, (i) all IT Assets (x) are configured in accordance with generally accepted industry security standards, and (y) are maintained in accordance with standards set by the manufacturers or otherwise in accordance with generally accepted standards prudent in the industry, and (ii) Sellers have not experienced, within the past three (3) years, any disruption to, or interruption in, the conduct of the business of Sellers attributable to a defect, bug, breakdown or other failure or deficiency of the IT Assets that has not been remediated in all material respects. Sellers have taken commercially reasonable measures to provide for the back-up and recovery of the data and information necessary to the conduct of the business of Sellers without material disruption to, or material interruption in, the conduct of the business of Sellers. Except as would not reasonably be expected to be material to the business of Sellers, taken as a whole, in the past three (3) years Sellers have taken commercially reasonable steps to remediate any critical or high risk threats and deficiencies identified in any security risk assessments.

(i) Sellers take and have taken commercially reasonable efforts designed to protect the confidentiality, integrity and security of its Personal Data against any Security Breach or unauthorized access, interruption, modification or compromise of the IT Assets. Except as would not reasonably be expected to be material to the business of Sellers, taken as a whole, Sellers have implemented and maintained an information security program that (i) materially complies and has at all times in the past three (3) years complied in all material respects with all applicable Information Privacy and Security Laws; (ii) identifies reasonably foreseeable internal and external risks to the security of any Personal Data in its possession; (iii) monitors and is designed to protect Personal Data, Business Software and all IT Assets against any unauthorized use, access, interruption, modification or corruption; (iv) implements, monitors, and maintains appropriate administrative, organizational, technical, and physical safeguards and controls with respect to the risks described above in (ii) and (iii); and (v) maintains incident response and notification procedures in the case of any Security Breach.

(j) Except as would not reasonably be expected to be material to the business of Sellers, taken as a whole in the past three (3) years there has been no Security Breach.

(k) Except as would not reasonably be expected to be material to the business of Sellers, taken as a whole, in connection with Sellers' collection, storage, transfer (including any transfer across national borders) and/or use of any Personal Data, Sellers are and at all times in the past three (3) years have been in material compliance with (i) all Information Privacy and Security Laws, (ii) all applicable Privacy Policies and internal policies and procedures relating to Sellers' collection, storage, transfer of Personal Data, and (iii) the requirements of any Contract to which any Seller is a party.

(l) The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or result in a violation or breach of any Information Privacy and Security Laws or applicable Privacy

Policies (as currently existing or as existing at any time during which any Personal Data was collected or processed by or for Sellers).

(m) Sellers (i) are not or, to the Knowledge of Sellers, have not in the past three (3) years been under investigation by any Governmental Body for a violation of any Information Privacy and Security Laws; or (ii) have not at any time in the past three (3) years received any written notice of any claim or lawsuit from any Person alleging any violation of Information Privacy and Security Laws.

3.13 Tax Matters.

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

(b) All material Taxes with respect to the Acquired Assets owed by a Seller that are due (whether or not shown on any Tax Return) have been timely paid or have been adequately reserved against in accordance with GAAP.

(c) To the Knowledge of the Sellers, there are no Encumbrances for Taxes on any of the Acquired Assets other than Permitted Encumbrances.

(d) None of the Sellers has waived any statute of limitations in respect of material Taxes with respect to the Acquired Assets or agreed to any extension of time with respect to an assessment or deficiency for material Taxes with respect to the Acquired Assets (other than pursuant to extensions of time to file Tax Returns obtained in the Ordinary Course).

(e) Except to the extent that doing so would not adversely impact the Acquired Assets or the Purchaser's ownership of the Acquired Assets, none of the Sellers has participated in any "listed transaction" within the meaning of section 1.6011-4(b)(2) of the Treasury Regulations.

(f) No deficiencies for Taxes of any Seller with respect to the Acquired Assets or Assumed Liabilities has been asserted, claimed, proposed or assessed by any Governmental Body. There are no pending or threatened audits or other proceedings for or relating to any Liability of any Seller in respect of Taxes with respect to the Acquired Assets or Assumed Liabilities.

(g) Each Seller has deducted and withheld and paid over to the appropriate Governmental Body all amounts of Taxes with respect to the Acquired Assets required to have been deducted and withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, equityholder or other party.

(h) The Sellers (i) do not have any liability for Taxes of any other Person other than as a result of being a member of a consolidated, combined, unitary, affiliated, aggregate or similar Tax group that includes each Seller and the Transferred Subsidiaries, including, as a result

of such of having been (or ceasing to be) a member of a consolidated, combined, unitary, affiliated, aggregate or similar Tax group with such Person on or prior to the Closing Date (including under section 1.1502-6 of the Treasury Regulations or any comparable provisions of state, local or foreign Law), as a transferee or successor of such Person or as a result of any secondary liability or any express or implied obligation to indemnify such Person whether by Contract or otherwise; or (ii) are not a party to or bound by, or has any Liability under, any Tax indemnity agreement, Tax sharing agreement or Tax allocation agreement (other than an agreement entered into in the Ordinary Course of business the principal subject of which is not Taxes).

(i) Notwithstanding anything in this Agreement to the contrary, the representations and warranties in this Section 3.13 and Section 3.14 (insofar as they relate to Taxes) shall constitute the sole representations and warranties with respect to Taxes. No representation or warranty is made with respect to the validity of any Tax position or the availability of any Tax attribute for any Tax period (or any portion thereof) following the Closing.

3.14 Seller Plans.

(a) Schedule 3.13(a) sets forth a true and complete list of each Seller Plan. With respect to each material Seller Plan, Sellers have made available to Purchaser true and complete copies (to the extent applicable) of (i) the current plan document or a written description of the material terms thereof, including any amendments thereto, other than any document that any Seller is prohibited from making available to Purchaser as the result of applicable Law relating to the safeguarding of data privacy, (ii) the most recent annual report on Form 5500 filed with the Department of Labor, (iii) the most recent IRS determination or opinion letter received by each Seller, (iv) the most recent summary plan description and (v) each current material related insurance Contract or trust agreement.

(b) Each Seller Plan intended to be "qualified" within the meaning of Section 401(a) of the Tax Code has received a favorable determination letter from the IRS or is entitled to rely upon a favorable opinion letter issued by the IRS. To the Knowledge of Sellers, there are no existing circumstances or any events that have occurred that would reasonably be expected to cause the loss of any such qualification status of any such Seller Plan. As of the date hereof, there are no pending, or to the Knowledge of Sellers, threatened in writing, claims (other than routine claims for benefits) by, on behalf of or against any Seller Plan which could reasonably be expected to result in any material Liability to Purchaser and no material audit or other proceeding by a Governmental Body is pending, or to the Knowledge of Sellers, threatened with respect to such plan. The Seller Plans comply in all material respects in form and in operation in all material respects with their terms and applicable Laws, including the applicable requirements of the Tax Code and ERISA.

(c) None of the Sellers or any of their respective ERISA Affiliates maintains, contributes to, or has (or in the past six (6) years has had) any Liability with respect to any (i) pension plan that is subject to Title IV of ERISA or Section 412 of the Tax Code or (ii) "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA).

(d) Except as set forth on Schedule 3.14(d), no Seller Plan provides benefits or coverage in the nature of health or life insurance following retirement or other termination of

employment, other than coverage or benefits required to be provided under Part 6 of Subtitle B of Title I of ERISA or section 4980B of the Tax Code, or any other applicable Law.

(e) The consummation of the transactions contemplated hereby, either alone or in connection with any other event, will not (i) accelerate the time of payment or vesting, or increase the amount, of compensation due to any director, officer, employee or other individual service provider of any Seller under any Seller Plan, (ii) cause a Seller to transfer or set aside any assets to fund any benefits under any Seller Plan or (iii) result in any "disqualified individual" with respect to any Seller receiving any "excess parachute payment" (each such term as defined in Section 280G of the Tax Code), determined without regard to any arrangements that may be implemented by Purchaser or any of its Affiliates.

3.15 Employees.

(a) Schedule 3.15(a) sets forth a complete and accurate list, as of the date of this Agreement, of each employee of Seller, by name or employee identification number, including each such employee's direct employing entity, position or title, annualized base salary or hourly wage (as applicable), 2024 annual bonus or commission opportunity (as applicable), date of hire, work location (city, state and country), amount of accrued and unused vacation or paid time off (if applicable), part-time, full-time, temporary or other status, exempt or non-exempt status, leave status and anticipated return-to-work date (if applicable), and visa status (if not a United States citizen or lawful permanent resident) and date of visa expiration (the "Employee Census").

(b) Except as set forth on Schedule 3.15(b), none of the Sellers is party to any collective bargaining agreements or similar labor-related Contracts with any labor union covering any employees of a Seller. To the Knowledge of the Sellers, (i) no written demand for recognition as the exclusive bargaining representative of any employees made to any Seller by or on behalf of any labor union is currently outstanding and (ii) there is no pending or, to the Knowledge of Sellers, threatened in writing, strike, lockout, organized labor slowdown, or concerted work stoppage by or with respect to the employees of any Seller. To the Knowledge of the Sellers, each Seller is, and for the last three years has been, in compliance in all material respects with all applicable Laws respecting employment and employment practices, including Laws concerning terms and conditions of employment, wages and hours, exempt and non-exempt employee and individual independent contractor classification and occupational safety and health.

(c) For the past three (3) years, no Seller has had any liability for non-compliance with or failed to provide advance notice of any mass layoff or plant closing as required by the WARN Act.

(d) To the Knowledge of the Sellers, in the course of the performance of their employment duties, no employee of Seller holding a management-level position or higher has engaged in any conduct, has been or is being investigated for any conduct, has been or is being subjected to any disciplinary action in connection with any conduct, that would reasonably be expected to cause or has caused any material damage to the reputation of Seller, including but not limited to, any conduct constituting sexual misconduct, harassment (including sexual harassment), discrimination, or retaliation.

(e) Except as set forth on Schedule 3.15(e), there are no, and within the last three (3) years have been no, pending or threatened material actions or other lawsuits, grievances, unfair labor practice charges, arbitrations, charges, investigations, hearings, claims, or proceedings (including any administrative investigations, charges, claims, actions, or proceedings), against Seller brought by or on behalf of any applicant for employment, or current or former employee of Seller, or any group or class of the foregoing, alleging violation of any labor or employment Laws, breach of any express or implied contract of employment, wrongful termination of employment, or any other discriminatory, wrongful, or tortious conduct in connection with the employment or working relationship.

3.16 Affiliate Transactions. Except as set forth on Schedule 3.16, no Affiliate of any Seller, nor any officer or director of Exactech or any Seller, (a) is a party to any agreement that constitutes an Acquired Asset having a potential or actual value or a contingent or actual Liability exceeding $250,000, other than (i) loans and other extensions of credit to directors and officers of a Seller for travel, business or relocation expenses or other employment-related purposes in the Ordinary Course, (ii) employment arrangements in the Ordinary Course and (iii) the Seller Plans, or (b) has any material interest in any Acquired Asset.

3.17 Brokers. Except for Centerview, the fees and expenses of which will be paid by Sellers, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Sellers.

3.18 Accounts Receivable; Accounts Payable.

(a) All accounts receivable, inclusive of unbilled receivables, held by the Sellers were acquired or arose from sales actually made or services actually performed in the Ordinary Course that represent bona fide transactions and valid claims, are not subject to any setoff, counterclaim or action and are enforceable in accordance with their terms, subject to the Enforceability Exceptions, except to the extent of any specific reserves against such accounts receivable are reflected on the most recent Audited Financial Statements.

(b) All accounts payable related to Assumed Liabilities arose in bona fide, arm's-length transactions in the Ordinary Course, and, except to the extent of any specific reserves against such accounts receivable are reflected on the most recent Audited Financial Statements, no such account payable is delinquent more than thirty (30) days in its payment.

3.19 Inventory. All Inventory of Sellers is, in all material respects, in good, merchantable and useable condition and consists of a quality and quantity usable and saleable in the Ordinary Course. All such inventory is owned by the Sellers free and clear of all Liens other than Permitted Liens, and no inventory is held on a consignment basis. The amounts of inventory reflected in the Financial Statements have been determined in accordance with GAAP consistently applied.

3.20 Material Customers; Material Suppliers.

(a) Schedule 3.20(a) sets forth a true, correct and complete list of the 10 largest customers (each, a "Material Customer") of the business of the Sellers based on revenue generated by such customers during the 12 months ended on December 31, 2023 showing the aggregate sales to each such Material Customer and the percentage of total revenue of the business of the Sellers attributable to such Material Customer during such period. Since January 1, 2024, no Seller has received any written communication from any Material Customer of any intention or threat to terminate or materially reduce purchases from, or otherwise adversely change in any material respect their relationship with, the Sellers and, to the Knowledge of the Sellers, no such action is being considered.

(b) Schedule 3.20(b) sets forth a true, correct and complete list of the 10 largest vendors (each, a "Top Vendor") of the business of the Sellers based on expenditures incurred by the Sellers during the 12 months ended on December 31, 2023 showing aggregate amount invoiced by each such Top Vendor and the percentage of total vendor expenditures of the Sellers attributable to such Top Vendor during such period. No Seller has been, or is currently, engaged in any material dispute with any Top Vendor. Since January 1, 2024, no Seller has received any written communication from any Top Vendor of any intention or threat to terminate or materially reduce its provision of goods or services to, or otherwise adversely change in any material respect their relationship with, the Sellers and, to the Knowledge of the Sellers, no such action is being considered.

3.21 Government Contracts.

(a) Schedule 3.21 sets forth a list of (i) each Government Contract with an aggregate annual value exceeding $250,000, identifying each instance in which such Government Contract by its terms or under applicable Law requires the consent of a Governmental Body or any other Person to consummate the transactions contemplated hereunder and (ii) each Transferred Government Bid. Each of the Government Contracts is valid, binding and enforceable on Sellers, and, to Seller's Knowledge, each other party thereto, and is in full force and effect. Sellers have provided true, correct and complete copies of each Government Contract to Purchaser.

(b) Since January 1, 2023, no Seller has: (i) breached or violated, in any material respect, any Law, term or condition, certification or representation pertaining to any Government Contract or Government Bid, (ii) made any material false representations or certifications in connection with a Government Contract or Government Bid, (iii) had any Government Contract terminated by any Governmental Body or any other Person for default or failure to perform or otherwise received a cure, show cause or similar notice; (iv) conducted any internal investigation or initiated or made a voluntary or mandatory disclosure (or been required to make such a disclosure) to a Governmental Body with respect to any alleged or possible irregularity, misstatement or omission related to a Government Contract; or (v) received a written performance evaluation from a Governmental Body containing a materially adverse or negative performance rating related to a Government Contract.

(c) Except for matters that have taken place in the Ordinary Course and were closed without any liability or finding of non-compliance, since January 1, 2023, no Seller has undergone and is not undergoing any audit, review, inspection, investigation, survey or examination of records and, to Seller's Knowledge, there are no outstanding or unsettled

allegations of fraud, false claims or overpayments nor any basis for any such investigations or audits by any Governmental Body with regard to any of the Government Contracts. Since January 1, 2023, there have been no actual or, to Seller's Knowledge, threatened disputes asserted by or against a Governmental Body or other Person related to a Government Contract or Government Bid.

3.22 Product Liability. The Sellers have no material Liability (and, to the Knowledge of the Sellers, there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any material Liability) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product manufactured, sold, leased, or delivered by the Sellers that would not be subject to a free and clear sale under Section 363 and/or 1123(a) of the Bankruptcy Code.

3.23 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article III (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the "Express Representations") (it being understood that Purchaser and the Purchaser Group have relied only on such express representations and warranties), no Seller nor any other Person on behalf of any Seller makes any express or implied representation or warranty with respect to any Seller, the Acquired Assets, or the Assumed Liabilities or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person (including in any presentations or other materials prepared by Sellers, Centerview, or Riveron) (the "Information Presentation") or in that certain datasite administered by Sellers, Centerview, or Riveron (the "Dataroom") or elsewhere to Purchaser or any of its Affiliates or Advisors on behalf of Sellers or any of their Affiliates or Advisors. Without limiting the foregoing, no Seller nor any other Person will have or be subject to any Liability whatsoever to Purchaser, or any other Person, resulting from the distribution to Purchaser or any of its Affiliates or Advisors, or Purchaser's or any of its Affiliates' or Advisors' use of or reliance on, any such information, including the Information Presentation, the Projections, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or otherwise in expectation of the transactions contemplated by this Agreement or any discussions with respect to any of the foregoing information.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as of the date hereof and as of the Closing as follows.

4.1 Organization and Qualification. Purchaser is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority necessary to carry on its business as it is now being conducted, except (other than with respect to Purchaser's due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the transactions contemplated by this Agreement. Purchaser is duly licensed or qualified to do business and is in good standing (where such concept is recognized

under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the transactions contemplated by this Agreement.

4.2 Authorization of Agreement. Purchaser has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Purchaser of this Agreement, and the consummation by Purchaser of the transactions contemplated hereby, subject to requisite Bankruptcy Court approvals, have been duly authorized by all requisite corporate or similar organizational action and no other corporate or similar organizational proceedings on Purchaser's part are necessary to authorize the execution, delivery and performance by Purchaser of this Agreement and the consummation by it of the transactions contemplated hereby. Subject to requisite Bankruptcy Court approvals, this Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery hereof by the other Parties, constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

4.3 Conflicts; Consents.

(a) Assuming that (i) requisite Bankruptcy Court approvals are obtained, (ii) the notices, authorizations, approvals, Orders, Permits or consents set forth on Schedule 4.3(a) are made, given or obtained (as applicable), and (iii) the requirements of Competition and FDI Laws are complied with, neither the execution and delivery by Purchaser of this Agreement, nor the consummation by Purchaser of the transactions contemplated hereby, nor performance or compliance by Purchaser with any of the terms or provisions hereof, will (A) conflict with or violate any provision of Purchaser's articles of incorporation or bylaws or similar organizational documents, (B) (w) violate any Law or Order applicable to Purchaser, (C) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under, (x) give rise to a right of termination, modification or cancelation of any obligation or to the loss of any benefit under, (y) accelerate any of the terms or provisions of any loan or credit agreement or other Contract to which Purchaser is a party or (z) accelerate Purchaser's obligations under any such Contract, or (D) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets of Purchaser or any of its Subsidiaries, except, in the case of clauses (C) and (D), as would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the transactions contemplated hereby.

(b) Except as set forth on Schedule 4.3(a), Purchaser is not required to file, seek or obtain any notice, authorization, approval, Order, permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Purchaser of this Agreement or the consummation by Purchaser of the transactions contemplated hereby, except (i) any filings required to be made under Competition and FDI Laws, or (ii) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the transactions contemplated hereby.

4.4 Financing. The Purchaser has, or at the time of Closing will have access to, sufficient assets necessary to fully discharge all of its obligations under this Agreement. At the Closing, the Purchaser will have available sufficient assets to satisfy its obligation to pay in full all amounts contemplated by Section 2.1.

4.5 Brokers. Except for Evercore, all of whose fees and expenses will be borne solely by Purchaser, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

4.6 Investment Representation; Investigation. Purchaser is acquiring the capital stock or other equity interests of the Acquired Entities for its own account with the present intention of holding such securities for investment purposes and not with a view to, or for sale in connection with, any distribution of such securities in violation of any federal or state securities Laws. Purchaser is an "accredited investor" within the meaning of Regulation D promulgated pursuant to the Securities Act. Purchaser is knowledgeable about the industries in which the Acquired Entities operate and is capable of evaluating the merits and risks of the transactions contemplated by this Agreement and is able to bear the substantial economic risk of such investment for an indefinite period of time. Purchaser has been afforded full access to the books and records, facilities and personnel of the Acquired Entities for purposes of conducting a due diligence investigation and has conducted a full due diligence investigation of the Acquired Entities and is satisfied with the access and materials made available to it in connection with such investigation and the scope and results of such investigation.

4.7 No Litigation. There are no Actions pending or, to Purchaser's knowledge, threatened against or affecting Purchaser that will adversely affect Purchaser's performance of its obligations under this Agreement or the consummation of the transactions contemplated by this Agreement.

4.8 Certain Arrangements. As of the date hereof, there are no Contracts, undertakings, commitments, agreements or obligations, whether written or oral, between any member of the Purchaser Group, on the one hand, and any member of the management of any Seller or its respective governing body (or applicable governing body of any Affiliate of any Seller), any holder of equity or debt securities of any Seller, or any lender or creditor of any Seller or any Affiliate of any Seller, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the transactions contemplated by this Agreement or (b) that would be reasonably likely to prevent, restrict, impede or adversely affect the ability of any Seller or any of its Affiliates to entertain, negotiate or participate in any such transactions.

4.9 No Foreign Person. As of the Closing, Purchaser will not be a "foreign person," as defined in Section 721 of the U.S. Defense Production Act of 1950, including any implementing regulations thereof.

4.10 No Additional Representations or Warranties. Except for the representations and warranties contained in this Article IV, neither Purchaser nor any other Person on behalf of Purchaser makes any other express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to Sellers by Purchaser.

4.11 No Outside Reliance. Notwithstanding anything contained in this Article IV or any other provision of this Agreement to the contrary, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Purchaser or any member of the Purchaser Group and on which Purchaser and the Purchaser Group may rely in connection with the transactions contemplated by this Agreement. Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the Acquired Assets are being acquired by Purchaser "as is" and "where is" and with all faults and all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (a) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations), including in the Information Presentation, the Dataroom, the Projections or in any meetings, calls or correspondence with management of Seller or any other Person on behalf of any Seller or any of their respective Affiliates or Advisors, (b) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental compliance, employee matters, regulatory compliance, business risks and prospects of any Seller, or the quality, quantity or condition of any Seller's assets, (c) any implied representation of merchantability or fitness for any particular use or purpose, (d) any implied representation regarding the use or operation of the Acquired Assets after the Closing in any manner, and (e) any implied representation regarding the probable success or profitability of the Acquired Assets after the Closing, are, in each case, specifically disclaimed by each Seller and that neither Purchaser nor any member of the Purchaser Group has relied on any such representations, warranties or statements. Purchaser acknowledges, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the business including its financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental compliance, employee matters, regulatory compliance, business risks and prospects of Sellers, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied solely on the results of the Purchaser Group's own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, any Seller, the Information Presentation, the Projections or any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or otherwise, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or any Seller or any of their respective Affiliates or Advisors, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Purchaser and the Purchaser Group have relied only on the Express Representations). Without limiting the foregoing, Purchaser acknowledges, on behalf of itself and the Purchaser Group, that no Seller nor any other Person will have or be subject to any Liability whatsoever to Purchaser, or any other Person, resulting from the distribution to Purchaser or any of its Affiliates or Advisors, or Purchaser's or any of its Affiliates' or Advisors' use of or reliance on, any such information, including the Information Presentation, the Projections, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or otherwise in expectation of the transactions contemplated by this Agreement or any discussions with respect to any of the foregoing information.

ARTICLE V
BANKRUPTCY COURT MATTERS

5.1 Bankruptcy Actions.

(a) Within two Business Days following the Petition Date, Sellers shall file a motion with the Bankruptcy Court seeking approval of the Bidding Procedures and attaching the proposed forms of the Bidding Procedures Order and Plan Confirmation and Sale Orders approving the execution, delivery and performance of this Agreement by Sellers (including payment of the Expense Reimbursement pursuant to Section 8.2(b)), other than the performance of those obligations to be performed at or after the Closing, which Bidding Procedures, Bidding Procedures Order, and Plan Confirmation and Sale Orders shall be in form and substance acceptable to Purchaser and Sellers. Purchaser agrees that it will, in accordance with the RSA, promptly take such actions as are reasonably requested by Sellers to assist in obtaining Bankruptcy Court approval of the Bidding Procedures and Plan Confirmation and Sale Orders.

(b) The Bidding Procedures to be employed with respect to this Agreement shall be those approved by the Bidding Procedures Order. Purchaser agrees and acknowledges that Sellers, including through their representatives, are and may continue soliciting inquiries, proposals or offers from third parties with respect to an Alternative Transaction pursuant to the terms of the Bidding Procedures Order, consistent with this Agreement and the RSA. If an Auction is conducted, the initial overbid must comply with the Bidding Procedures Order.

(c) From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article VIII and (ii) the Closing Date, the Parties shall use their respective commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Bidding Procedures and Plan Confirmation and Sale Orders. Purchaser shall us commercially reasonable efforts as reasonably requested by Sellers to assist in obtaining the Bankruptcy Court's entry of the Bidding Procedures and Plan Confirmation and Sale Orders and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as practicable, including furnishing financial information or other documents or information for filing with the Bankruptcy Court, and providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code, did not engage in collusive bidding under section 363(n) of the Bankruptcy Code, as well as demonstrating Purchaser's ability to pay and perform or otherwise satisfy any Assumed Liabilities following the Closing.

(d) Each Seller and Purchaser shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement and (ii) keep the other reasonably apprised of the status of material matters related to the Agreement, including, upon reasonable request, promptly furnishing the other with copies of notices or other communications received by Sellers or Purchaser, as applicable, from the Bankruptcy Court with respect to the transactions contemplated by this Agreement.

(e) Sellers and Purchaser acknowledge that this Agreement and the sale of the Acquired Assets are subject to higher and better bids in accordance with the Bidding Procedures

and Bankruptcy Court approval. Purchaser acknowledges that Sellers must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best price for the Acquired Assets, including giving notice thereof to their creditors and other interested parties, providing information about Sellers to prospective bidders, entertaining higher and better offers from such prospective bidders and, in the event that additional qualified prospective bidders desire to bid for all or substantially all of the Acquired Assets, conducting an Auction.

(f) Purchaser shall provide adequate assurance of future performance under the Assigned Contracts as required under section 365 of the Bankruptcy Code. Purchaser agrees that it will take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Purchaser's Advisors available to testify before the Bankruptcy Court.

(g) Nothing in this Section 5.1 shall prevent Sellers from modifying the Bidding Procedures in accordance with the terms of the Bidding Procedures Order as necessary or appropriate to maximize value for Sellers' estate in accordance with Sellers' fiduciary obligations.

(h) Sellers shall have the right to elect, in their sole discretion, subject to the satisfaction of applicable provisions of the Bankruptcy Code and Bankruptcy Rules, and subject to prior consultation with the Purchaser, to effectuate the transactions contemplated by this Agreement pursuant to the Plan of Liquidation for the Sellers or outside of such plan pursuant to section 363 of the Bankruptcy Code, in each case, on terms and conditions consistent with this Agreement, the DIP Orders and the RSA.

5.2 Cure Costs. Subject to entry of the Plan Confirmation and Sale Order, Purchaser shall, on or prior to the Closing (or, in the case of any Contract that is to be assigned following the Closing pursuant to Section 1.5(a), on or prior to the date of such assignment), pay the Cure Costs with Acquired Cash and cure any and all other curable defaults and breaches under the Assigned Contracts so that such Contracts may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 (or 1123, as applicable) of the Bankruptcy Code and this Agreement.

5.3 Plan Confirmation and Sale Order. The Plan Confirmation and Sale Order shall, among other things: (a) approve, pursuant to sections 105, 363, 365 and 1123 of the Bankruptcy Code, (i) the execution, delivery and performance by Sellers of their obligations under this Agreement and (ii) the sale of the Acquired Assets to Purchaser on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances); (b) authorize and empower Sellers to assume and assign to Purchaser the Assigned Contracts; (c) declare any provisions in any Assigned Contract that purport to prohibit, restrict, or condition the assignment of such Contract to Purchaser or provide for the termination or modification of an Assigned Contract based on the filing of a bankruptcy case, the financial condition of the Debtors or similar circumstances to be unenforceable and of no force an effect; (d) find that Purchaser is a "good faith" purchaser within the meaning of section 363(m) of the Bankruptcy Code and grant Purchaser the protections of section 363(m) of the Bankruptcy Code; (e) find that Purchaser is not a successor to any Seller; (f) find that Purchaser shall have no

Liability or responsibility for any obligation of any Seller arising under or related to the Acquired Assets other than as expressly set forth in this Agreement, including successor or vicarious Liability of any kind or character, including any theory of antitrust, environmental, successor or transferee Liability, labor law, de facto merger or substantial continuity; (g) include robust findings that the Sellers provided adequate actual and constructive notice to holders of claims and interests impacted by the Plan Confirmation and Sale Order, sufficient to sell the Acquired Assets free and clear of any such claims or interests; (h) find that Purchaser has provided adequate assurance (as that term is used in section 365 of the Bankruptcy Code) of future performance under the Assigned Contracts; and (i) find that Purchaser shall have no Liability for any Excluded Liability.

5.4 Approval. Sellers' obligations under this Agreement and in connection with the transactions contemplated hereby are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Bidding Procedures and Plan Confirmation and Sale Orders). Nothing in this Agreement shall require Sellers or their respective Affiliates to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to their respective stakeholders or the Bankruptcy Court.

ARTICLE VI
COVENANTS AND AGREEMENTS

6.1 Conduct of Business of Sellers.

(a) Except (i) as required by applicable Law, Order or a Governmental Body, (ii) any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code or agreements governing Sellers' debtor-in-possession financing or use of cash collateral, as the case may be, (ii) as expressly contemplated, required or permitted by this Agreement, (iii) to the extent solely related to an Excluded Asset or an Excluded Liability, and (iv) as set forth on Schedule 6.1, during the period from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is terminated pursuant to Article VIII) unless Purchaser otherwise consents in writing (such consent not to be unreasonably withheld, conditioned or delayed), Sellers shall, with respect to the Acquired Assets and Assumed Liabilities (A) carry on their business in the Ordinary Course, and (B) other than as appurtenant to the exclusion of the Excluded Assets and Excluded Liabilities, preserve the present business operations, organization and goodwill of the business of Sellers and the present relationships with customers and suppliers of the business of Sellers.

(b) Except (i) any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code or agreements governing Sellers' debtor-in-possession financing or use of cash collateral, as the case may be, (ii) as expressly contemplated, required or permitted by this Agreement, (iii) to the extent solely related to an Excluded Asset or an Excluded Liability, or (iv) as set forth on Schedule 6.1, during the period from the date of this Agreement until the Closing (or such earlier date and time on which this Agreement is terminated pursuant to Article VIII), unless Purchaser otherwise consents in writing (such consent not to be unreasonably withheld, conditioned or delayed), Sellers shall not:

(i) other than transactions among the Sellers or the Acquired Entities, (A) issue, sell, encumber or grant any shares of the capital stock or other equity or voting interests of the Acquired Entities, or any securities or rights convertible into, exchangeable or exercisable for, or evidencing the right to subscribe for any shares of such capital stock or other equity or voting interests, or any rights, warrants or options to purchase any shares of such capital stock or other equity or voting interests, (B) redeem, purchase or otherwise acquire any of the outstanding shares of capital stock or other equity or voting interests of the Acquired Entities, or any rights, warrants or options to acquire any shares of such capital stock or other equity or voting interests, (C) establish a record date for, declare, set aside for payment or pay any dividend on, or make any other distribution in respect of, any shares of the capital stock or other equity or voting interests of the Acquired Entities, other than dividends and distributions by an Acquired Entity to another Acquired Entity or to any Seller, or (D) split, combine, subdivide or reclassify any shares of the capital stock or other equity or voting interests of the Acquired Entities;

(ii) adopt any plan of complete or partial liquidation, dissolution, consolidation, restructuring, reclassification or reorganization with respect to the Acquired Entities;

(iii) (A) incur, assume or otherwise become liable for any indebtedness for borrowed money, issue or sell any debt securities or rights to acquire any debt securities of Sellers, guarantee any such indebtedness or any debt securities of another Person or enter into any "keep well" or other agreement to maintain any financial statement condition of another Person (collectively, "Indebtedness"), except (1) for intercompany Indebtedness among Sellers and their Affiliates, and (2) for Indebtedness incurred under existing arrangements (including in respect of letters of credit) in an amount not to exceed $1,000,000 outstanding at any time or pursuant to the DIP Facility;

(iv) sell or lease to any Person, in a single transaction or series of related transactions, any of its properties or assets for consideration, individually or in the aggregate, in excess of $5,000,000, except (A) dispositions of obsolete, surplus or worn out assets or assets that are no longer used or useful in the conduct of the business of Sellers, (B) transfers among the Sellers, (C) leases or subleases of real property under which a Seller is a tenant or a subtenant and voluntary terminations or surrenders of such leases or subleases, in each case, following prior good faith consultation with Purchaser, and (D) other sales and leases in the Ordinary Course;

(v) make or authorize capital expenditures, including for property, plant and Equipment, except for those (A) in connection with the repair or replacement of facilities, properties or assets destroyed or damaged due to casualty or accident (whether or not covered by insurance) or (B) otherwise in accordance with the Approved Budget under the DIP Facility;

(vi) make any acquisition of, or investment in, any properties, assets, securities or business (including by merger);

(vii) except to the extent required by the terms of any Seller Plan, or expressly permitted under the RSA, (1) grant to any employee any material increase in compensation (including bonus or long-term incentive opportunities), (2) grant to any current or former employee any increase in severance, retention or termination pay, or implement any retention, transaction or incentive award programs, (3) grant or amend any equity or other incentive awards, (4) hire any employee whose base salary exceeds $300,000 per annum, (5) establish, adopt, enter into, materially amend or terminate any Seller Plan or (6) take any action to accelerate any rights or benefits under any Seller Plan; provided, that the foregoing shall not restrict any Seller from entering into or making available, to newly hired employees or to employees in the context of promotions based on job performance or workplace requirements, plans, agreements, benefits and compensation arrangements (including incentive grants) that have a value that is consistent with the past practice of making compensation and benefits available to newly hired or promoted employees in similar positions;

(viii) (1) implement any plant closings or mass layoffs of employees or (2) enter into, extend, modify or terminate any collective bargaining or other agreement with a union;

(ix) make any material changes in financial accounting methods, principles or practices materially affecting the consolidated assets, Liabilities or results of operations of Sellers, except insofar as may be required (A) by GAAP (or any interpretation thereof), (B) by any applicable Law or (C) by any Governmental Body or quasi-governmental authority (including the Financial Accounting Standards Board or any similar organization);

(x) to the extent relating to the Acquired Assets, (A) make, revoke or change any material Tax election, (B) adopt or change any Tax accounting method or period, (C) file any material amended Tax Return, (D) enter into any closing agreement or settlement with respect to a material amount of Taxes, (E) settle any claim or assessment for a material amount of Taxes, (F) consent to any extension or waiver of the statute of limitations period applicable to any such Tax claim or assessment or (G) surrender any right to claim a refund of a material amount of Taxes;

(xi) grant any Encumbrance (other than Permitted Encumbrances) on any material Acquired Asset other than to secure Indebtedness and other obligations in existence at the date of this Agreement (and required to be so secured by their terms) or permitted under Section 6.1(b)(i);

(xii) settle any pending or threatened Action against any Seller other than any such matters relating to an Excluded Liability, or any such settlements (a) in an amount not to exceed $250,000 and (b) which do not place any restrictions on the operations of the business of the Sellers or its assets or properties (other than customary confidentiality, non-disparagement and release obligations);

(xiii) lease, license, surrender, relinquish, sell, transfer, convey, assign or otherwise dispose of any interest in any Acquired Assets;

(xiv) mortgage, pledge or subject to Liens (other than Permitted Liens) any of the Acquired Assets;

(xv) modify, amend, terminate, waive any rights or obligations under or otherwise seek to reject any Assumed Contract or other Contract that is material to the Sellers, or enter into any Contract that is material to the Sellers;

(xvi) fail to maintain in full force and effect insurance policies consistent, in all material respects, with the Ordinary Course;

(xvii) subject to termination, abandonment, suspension, abrogation or lapse, or enter into, amend or modify, any Permit, other than lapses in the Ordinary Course that are not material to the business of the Sellers; or

(xviii) make any material changes or modifications to the quality management systems, design or intended purpose with respect to the medical devices manufactured by Sellers that are subject to the Medical Devices Directive 93/42/EEC and its replacement, the Medical Devices Regulation (EU) 2017/745; or

(xix) authorize any of, or commit or agree, in writing or otherwise, to take any of, the foregoing actions.

(c) In the event Sellers take any action prior to the Closing Date as permitted by (i) Purchaser's consent or (ii) an explicit exception in the Schedules, in each case, with respect to the matters set forth in Section 6.1(b)(ii), the Parties shall promptly consult in good faith and jointly approve a related amendment to increase the Wind-down Amount. Nothing contained in this Agreement is intended to give Purchaser or its Affiliates, directly or indirectly, the right to control or direct any Seller's operations or business prior to the Closing, and nothing contained in this Agreement is intended to give any Seller, directly or indirectly, the right to control or direct Purchaser's or its Subsidiaries' operations. Prior to the Closing, each of Purchaser and Sellers shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

6.2 Access to Information.

(a) From the date hereof until the Closing (or the earlier termination of this Agreement pursuant to Article VIII), Sellers will, and will cause the Seller Parties and their respective Representatives, to provide Purchaser and its authorized Advisors with reasonable access and upon reasonable advance notice and during regular business hours to the offices, properties, appropriate officers, employees, accountants, auditors, counsel and other representatives, books and records of Sellers, the Acquired Assets or the Assumed Liabilities, in order for Purchaser and its authorized Advisors to access such information regarding the Acquired Assets and the Assumed Liabilities as is reasonably necessary in order to consummate the transactions contemplated by this Agreement and in connection with transitional and operational planning purposes; provided, that (i) such access does not unreasonably interfere with the normal operations of any Seller, (ii) such access will occur in such a manner as Sellers reasonably determine to be appropriate to protect the confidentiality of the transactions contemplated by this

Agreement, (iii) all requests for access will be directed to Centerview or such other Person(s) as Sellers may designate in writing from time to time and (iv) nothing herein will require Sellers to provide access to, or to disclose any information to, Purchaser if such access or disclosure (A) would waive any legal privilege or (B) would be in violation of applicable Laws (including Competition Laws) or the provisions of any agreement to which Sellers are bound or would violate any fiduciary duty; provided, that, in the event the Sellers withhold access to any such information, the Sellers will (1) inform Purchaser that such information has been withheld, and (2) use reasonable best efforts to provide such information in a manner which would not be prohibited or which would not violate appliable Law or cause the loss of any privilege.

(b) The information provided pursuant to this Section 6.2 will be governed by all the terms and conditions of the Confidentiality Agreement, which Confidentiality Agreement shall not terminate upon the execution of this Agreement notwithstanding anything to the contrary therein, and the Parties agree that the terms of the Confidentiality Agreement shall continue in full force and effect until the Closing. Purchaser will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser or any of its Advisors. Sellers make no representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.2, and Purchaser may not rely on the accuracy of any such information, in each case, other than the Express Representations.

(c) For a period of three years following the Closing Date (or, if later, the closing of the Bankruptcy Cases), Purchaser will provide Sellers and their Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, at Sellers' expense, to the books and records, including work papers, schedules, memoranda, Tax Returns, Tax schedules, Tax rulings and other documents (for the purpose of examining and copying) relating to the Acquired Assets, the Acquired Entities, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities with respect to periods or occurrences prior to the Closing Date, and reasonable access, during normal business hours, and upon reasonable advance notice, to employees, officers, Advisors, accountants, offices and properties of Purchaser (including for the purpose of better understanding the books and records), in each case, in connection with the wind-down and liquidation of Sellers, the preparation or amendment of tax returns, claims or obligations relating to Excluded Liabilities, the preparation of financial statements, or for other bona fide legal compliance purpose; provided, that Purchaser shall not be required to provide Sellers with any such access to the extent necessary to (i) ensure Purchaser's compliance with any applicable Law or an Order of the Bankruptcy Court, (ii) preserve the attorney-client privilege of Purchaser and its counsel or (iii) comply with any contractual confidentiality obligations (provided, that Purchaser shall use its reasonable best efforts to allow for such access in a way that would not have any of the foregoing effects); provided, further, that such access shall not unreasonably interfere with the business or operations of the business of Purchaser following Closing; provided, further, that Purchaser shall not be required to provide Sellers with any such access related to any Legal Proceeding between Purchaser or any of its Affiliates, on the one hand, and any Seller or any of its Affiliates, on the other hand. Unless otherwise consented to in writing by Sellers, Purchaser will not, for a period of three years following the Closing Date, destroy, alter or otherwise dispose of any of such books and records without first offering to surrender to Sellers such books and records or any portion thereof that Purchaser may intend to destroy, alter or dispose of. From and after the Closing, Purchaser will, and will cause its employees to, provide Sellers with reasonable assistance, support and cooperation with Sellers' wind-down and related activities

(*e.g.*, helping to locate documents or information related to preparation of Tax Returns or prosecution or processing of insurance/benefit claims).

(d) Purchaser will not, and will not permit any member of the Purchaser Group to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of any Seller prior to the Closing with respect to any Seller, its business or the transactions contemplated by this Agreement without the prior written consent of Seller (which shall not be unreasonably withheld, conditioned or delayed) or its Representatives for each such contact.

(e) From and after the date of this Agreement, the Sellers shall keep confidential non-public information in its possession (other than information which was or becomes available to the Sellers on a non-confidential basis from a source other than Purchaser or any of its Affiliates relating to Purchaser and its Affiliates; provided, however, that the Sellers shall not be liable hereunder with respect to any disclosure to the extent such disclosure is required pursuant to legal process (including pursuant to the assertion of the Sellers' rights under this Agreement) (by interrogatories, subpoena, civil investigative demand or similar process), regulatory process or request, or to the extent such disclosure is reasonably necessary for purposes of compliance by Sellers or their respective Affiliates with applicable Law, including tax or regulatory reporting requirements; provided that in the event of any disclosure pursuant to legal process the Sellers exercise commercially reasonable efforts to preserve the confidentiality of the non-public information disclosed, including by cooperating with Purchaser (at Purchaser's sole cost) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the non-public information required to be disclosed.

6.3 Employee Matters.

(a) At least 15 Business Days prior to Closing, Purchaser shall extend to each employee of Sellers a written offer of employment reviewed by Sellers, and which Sellers have had an opportunity to comment on, which comments Purchaser shall consider in good faith, providing for a position that is the same or no less favorable than such employee's position immediately prior to the Closing (including primary location of employment) on the terms set forth in this Section 6.3, and which offers will provide for an acknowledgement from the applicable employee that if he or she accepts such offer of employment from Purchaser (by commencing employment with the Purchaser), he or she shall not be entitled to receive any severance payments or benefits from Sellers upon such employee's termination of employment with Sellers at the Closing ("Transfer Offer"). Each Transfer Offer that is accepted shall become effective immediately after the Closing. Employees who accept such Transfer Offers and begin active employment with Purchaser in accordance with this Section 6.3(a) shall be referred to herein as "Transferred Employees." Purchaser and Sellers shall each notify the other in a reasonable timeframe with respect to whether each such offer has been accepted or rejected. Nothing herein shall be construed as a representation or guarantee by any Seller or any of their respective Affiliates that any or all of the employees of Sellers will accept the Transfer Offer or will continue in employment with Purchaser following the Closing for any period of time. Purchaser shall take all reasonable steps necessary to effect the timely transfer of employment to it of each such Transferred Employee who has accepted a Transfer Offer. Effective as of the Closing, each Transferred Employee shall cease to be an employee of each Seller or its respective Affiliates.

(b) Sellers shall retain all obligations, Liabilities and commitments in respect of current or former employees of Sellers who do not become Transferred Employees, including any claims for severance or other termination benefits (including claims for wrongful dismissal, notice of termination of employment, pay in lieu of notice or breach of Contract) arising out of, relating to or in connection with any failure of Purchaser to offer employment to such employee(s), any failure of Purchaser to assume any Seller Plan, or otherwise in connection with the Closing.

(c) For the period beginning on the Closing Date and ending on December 31, 2025 (but in no event beyond the date on which the applicable Transferred Employee's employment with Purchaser ends), Purchaser shall provide each Transferred Employee, or cause each Transferred Employee to be provided, with: (i) a base compensation or wage rate, as applicable, that is no lower than that provided to such Transferred Employee as of immediately prior to the Closing; (ii) cash bonus opportunities that are no less favorable than those provided to such Transferred Employee as of immediately prior to the Closing (but excluding any long-term incentive, retention, exit, transaction, or other special or one-time bonus payments); and (iii) other employee benefits (including severance benefits described on Schedule 6.3(c), but excluding any long-term incentive, deferred compensation, defined benefit pension or retiree medical or death benefits) that are no less favorable than those provided by Sellers to such Transferred Employees as of immediately prior to the Closing. For purposes of eligibility, vesting and determining level of benefits under the benefit plans and programs maintained by Purchaser or any of its Affiliates after the Closing Date (the "Purchaser Plans"), each Transferred Employee shall be credited with his or her years of service with Sellers (and any predecessor thereof) before the Closing Date, except to the extent such credit would result in a duplication of benefits.

(d) Purchaser shall assume, honor and be solely responsible for paying, providing and satisfying when due the following: (i) all accrued and unused vacation, personal days, sick pay and other paid time off for Transferred Employees the extent earned but unused as of the Closing Date; (ii) account balances under Exactech's non-qualified deferred compensation plan unpaid immediately prior to the Closing, and (iii) to the extent unpaid as of the Closing, 2024 annual bonuses for Transferred Employees, in the amounts earned pursuant to terms thereof, but in no event to exceed the amount accrued by Exactech for such 2024 annual bonuses through the end of the 2024 calendar year, with the amounts described in subclauses (i)-(iii) to be paid as and when such amounts become payable pursuant to the terms of the applicable plan, program or policy of Exactech. Except to the extent expressly provided for under this Section 6.3(d), all Liabilities for, or relating to, any Seller Plans that are not Assumed Benefit Plans shall be Excluded Liabilities, and Purchaser shall have no obligation or liability with respect to such Seller Plans or obligations thereunder.

(e) Purchaser will, or will cause its Affiliates to, provide any required notice under the Worker Adjustment and Retraining Notification Act of 1988 or any similar Laws ("WARN Act") and to otherwise comply with the WARN Act with respect to any "plant closing" or "mass layoff" or group termination or similar event under the WARN Act affecting employees of Sellers or Transferred Employees (including as a result of the consummation of transactions contemplated by this Agreement) and occurring on and after the Closing. Purchaser will not, and will cause its Affiliates not to, take any action on or after the Closing Date that would cause any termination of employment of any employees by Sellers or their Affiliates occurring prior to or at the Closing to constitute a "plant closing," "mass layoff" or group termination or similar event

under the WARN Act, or to create any Liability or penalty to Sellers or any of their Affiliates for any employment terminations under Law.

(f) With respect to the Transferred Employees, Purchaser shall be solely responsible for any and all obligations and Liabilities arising under Section 4980B of the Tax Code with respect to all "M&A qualified beneficiaries" as defined in 26 C.F.R. § 54.4980B-9.

(g) For any Transferred Employees who are principally based outside the United States, the provisions of this Section 6.3 shall apply to such employees *mutatis mutandis* to the maximum extent permitted by applicable Law.

(h) All provisions contained in this Agreement with respect to employee benefit plans or compensation of Transferred Employees are included for the sole benefit of the respective parties hereto. Nothing contained herein (i) shall confer upon any former, current or future employee of Seller or Purchaser or any legal representative or beneficiary thereof any rights or remedies, including any right to employment or continued employment, of any nature, for any specified period, (ii) shall cause the employment status of any former, present or future employee of Seller or Purchaser to be other than terminable at will, (iii) shall confer any third party beneficiary rights upon any current or former employee of Seller, including any Transferred Employee or any dependent or beneficiary thereof or any heirs or assigns thereof or (iv) shall be construed to establish or be treated as an amendment or modification of any employee benefit plan, program, agreement, arrangement, or policy.

6.4 Regulatory Approvals.

(a) Subject to Section 6.5, Sellers will (i) make or cause to be made all filings and submissions required to be made by any Seller under any applicable Laws for the consummation of the transactions contemplated by this Agreement, if any, (ii) cooperate with Purchaser in exchanging such information and providing such assistance as Purchaser may reasonably request in connection with any filings made by the Purchaser Group pursuant to Section 6.4(b), (iii) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.4(a) or Section 6.4(b), and (iv) use reasonable best efforts to take all actions necessary to obtain all required clearances in connection with such filings.

(b) Subject to Section 6.5, Purchaser will, and will cause its Affiliates and Advisors to, (i) make or cause to be made all filings and submissions required to be made by any member of the Purchaser Group under any applicable Laws for the consummation of the transactions contemplated by this Agreement, if any, (ii) cooperate with Sellers in exchanging such information and providing such assistance as Sellers may reasonably request in connection with any filings made by a Seller pursuant to Section 6.4(a), (iii) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.4(b) or Section 6.4(a), and (iv) use reasonable best efforts to take all actions necessary to obtain all required clearances.

6.5 Competition and FDI Notifications.

(a) Purchaser will as soon as reasonably possible after the date hereof conduct the analysis with respect to required notifications, filings, registrations or other materials required or necessary under Competition and FDI Laws for the transactions contemplated by this Agreement, whereby Sellers shall in good faith cooperate with Purchaser with a view to enabling Purchaser to receive all information reasonably necessary to conduct the analysis, and Purchaser shall propose to, and consult with, Sellers a list of such required notifications, filings, registrations or other materials ("List of Required Regulatory Filings"). Notwithstanding the foregoing, Seller's consent is required for the addition of any voluntary notifications, filings, registrations or other materials to the final List of Required Regulatory Filings. Sellers and Purchaser will (i) as promptly as reasonably practicable, but no later than ten (10) Business Days following the date hereof file with the United States Federal Trade Commission and the United States Department of Justice, the notification form required pursuant to the HSR Act (if applicable), and (ii) as promptly as reasonably practicable following the date hereof, make all other notifications, filings, registrations or other materials required or necessary under the Competition and FDI Laws according to the List of Required Regulatory Filings. Each Seller and Purchaser shall (and shall cause their respective Affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with the completion of the List of Regulatory Filings and its preparation of any filing or submission that is necessary under such Competition and FDI Laws, and will respond to any requests made for any supplemental information by any Governmental Body as promptly as practicable. Sellers and Purchaser shall not extend any waiting period or enter into any agreement or understanding with any Governmental Body without the prior written consent of the other; provided, that such consent shall not be unreasonably withheld, conditioned or delayed. Purchaser will be solely responsible for payment of all filing fees payable in connection with such filings.

(b) Subject to the immediately following sentence, Sellers and Purchaser will use their reasonable best efforts to as promptly as practicable (and in any event prior to the Outside Date) obtain any clearances, Consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations required under such Competition and FDI Laws for the consummation of this Agreement and the transactions contemplated hereby and will keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, any Governmental Body and will comply promptly with any such inquiry or request. Purchaser will take, and will cause its Affiliates to take, any and all steps necessary to avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Body or any other Person so as to enable the Parties to expeditiously close the transactions contemplated by this Agreement, including (i) opposing at Purchaser's cost and expense any motion or action for a temporary, preliminary or permanent Order against, or preventing or delaying, the consummation of the transactions contemplated by this Agreement, and exhausting all avenues of appeal, including appealing properly any adverse decision or Order by any Governmental Body, (ii) entering into a consent decree, consent agreement, settlement or other agreement or arrangement (including any customary ancillary agreements) containing Purchaser's agreement to hold separate, license, sell, transfer, dispose or divest (pursuant to such terms as may be required by any Governmental Body) such assets (whether tangible or intangible), rights, properties, products or businesses of Purchaser and its Affiliates (including, after the Closing, the Acquired Assets), (iii) agreeing to the termination, modification or assignment of

existing relationships, joint ventures, contracts or obligations of Purchaser and its Affiliates and (iv) agreeing to such limitations on conduct or actions of members of Purchaser and its Affiliates after the Closing as may be required in order to obtain satisfaction of the closing conditions set forth in Section 7.1(a) prior to the Outside Date, in each case, so as to allow the consummation of this Agreement and the transactions contemplated hereby as soon as practicable and, in any event, prior to the Outside Date.

(c) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, Consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under Competition and FDI Laws at the earliest practicable dates and, in any event, prior to the Outside Date. Such reasonable best efforts and cooperation shall include each Party and its respective counsel undertaking to (i) promptly notify the other Parties or their counsel of, and, if in writing, furnish the other Parties or their counsel with copies of (or, in the case of oral communications, advise the other Parties or its counsel of the contents of), any communication received by such Person from a Governmental Body in connection with the filings made pursuant to this Section 6.5 and (ii) keep the other Parties or its counsel informed with respect to the status of any applicable submissions and filings to any Governmental Body in connection with this Agreement and the transactions contemplated hereby and any developments, meetings or discussions with any Governmental Body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, Consent, approval, waiver or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial Action or proceeding under applicable Laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any Governmental Body with respect to this Agreement and the transactions contemplated hereby. Neither Sellers nor Purchaser will participate in any meeting or discussion with any Governmental Body with respect of any such filings, applications, investigation or other inquiry without giving the other Parties reasonable prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Body, the opportunity to attend and participate in such meeting or discussion. Each Party will have the right to review and approve the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted by the other Party to any Governmental Body in advance of any such submission. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other Parties under this Section 6.5, each Party may (1) designate such material as restricted to "outside counsel only" and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Acquired Assets. The Parties shall jointly consult in good faith and make all strategic and practical decisions as to the manner in which to obtain all clearances, Consents, approvals, actions, waivers, waiting period expirations or terminations, non-actions or other authorizations under any Competition and FDI Law from any Governmental Body necessary to consummate the transactions contemplated by this Agreement.

(d) Purchaser will not, and will not permit any member of the Purchaser Group or their respective Affiliates to, engage in any action or enter into any transaction or permit any action to be taken or transaction to be entered into that could reasonably be expected to (i) impose any material delay in the obtaining of, or materially increase the risk of not obtaining, any clearances, Consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under Competition and FDI Laws from any Governmental Body necessary to consummate the transactions contemplated by this Agreement, (ii) materially increase the risk of any Governmental Body entering an Order preventing, delaying or prohibiting the consummation of the transactions contemplated by this Agreement or (iii) materially delay the consummation of the transactions contemplated by this Agreement.

6.6 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, each Party shall, and shall cause its Advisors to, use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable to cause the transactions contemplated herein to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to cooperate with each other Party and its Advisors in connection with any step required to be taken as a part of its obligations hereunder. The "reasonable best efforts" will not require any Party or any of their respective Affiliates or Advisors to expend any money not set forth in, or in excess of, the Wind-Down Amount.

(b) The obligations of Sellers pursuant to this Agreement, including this Section 6.6, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Cases), Sellers' debtor-in-possession financing, and Sellers' obligations as debtors in possession to comply with any Order of the Bankruptcy Court (including the Bidding Procedures Order and the Plan Confirmation and Sale Order).

6.7 Further Assurances. From time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

6.8 Insurance Matters. Purchaser acknowledges that, upon Closing, all nontransferable insurance coverage provided in relation to any Seller and the Acquired Assets that is maintained by such Seller or its Affiliates (whether such policies are maintained with third party insurers or with Seller or its Affiliates) shall cease to provide any coverage to Purchaser and the Acquired Assets, and no further coverage shall be available to Purchaser or the Acquired Assets under any such policies.

6.9 Receipt of Misdirected Assets; Liabilities.

(a) From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is an Acquired Asset, the applicable Seller shall promptly

transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Purchaser, and such asset will be deemed the property of Purchaser held in trust by such Seller for Purchaser until so transferred. From and after the Closing, if Purchaser or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Purchaser for such Seller until so transferred.

(b) From and after the Closing, if any Seller or any of its respective Affiliates is subject to a Liability that should belong to Purchaser pursuant to the terms of this Agreement, such Seller shall promptly transfer or cause such of its Affiliates to transfer such Liability to Purchaser, and Purchaser shall assume and accept such Liability. From and after the Closing, if Purchaser or any of its Affiliates is subject to a Liability that should belong to a Seller pursuant to the terms of this Agreement, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such Liability to the applicable Seller, and such Seller shall accept such Liability.

6.10 Directors' and Officers' Indemnification.

(a) Following the Closing until the sixth anniversary thereof, Purchaser shall (a) cause the Acquired Entities not to amend, repeal or otherwise modify the Acquired Entities' constitutive documents as in effect at the Closing, in any manner that would adversely affect the rights thereunder of individuals who are or were directors or officers of the Acquired Entities (the "Indemnified Persons") and (b) cause the Acquired Entities to honor and pay pursuant to the indemnification, advancement of expenses and exculpation provisions of each of the Acquired Entities' constitutive documents as in effect at the Closing, in any manner; provided, that all rights to indemnification in respect of any Action pending or asserted or any claim made within such period shall continue until the disposition of such Action or resolution of such claim; provided, further, that no Acquired Entity shall be required to indemnify or advance any expenses in connection with any claim made against any director or officer of the Acquired Entities (i) arising out of any Excluded Litigation, including any Excluded Product Liability Claims, in an amount that exceeds $500,000 in the aggregate, (ii) for which payment is available under or has actually been made to or on behalf of such director or officer under any insurance policy issued to the Acquired Entities or other indemnity from the Acquired Entities, except with respect to any excess beyond the amount paid under any insurance policy issued to the Acquired Entities or other indemnity from the Acquired Entities (provided, however, that no Indemnified Person shall be required to pursue any other insurance or indemnity prior to seeking indemnity from the Acquired Entities); and (iii) to the extent any claim or suit is finally adjudicated to have arisen out of or resulted from such director or officer's fraud, gross negligence, or willful misconduct. Purchaser shall not cancel or otherwise reduce coverage under any "tail" insurance policies purchased by the Acquired Entities prior to the Closing; provided, that no further premium payments shall be required of the Acquired Entities or the Purchaser Group with respect to such policies after the Closing (for the avoidance of doubt, Acquired Entities and/or the Purchaser Group shall be responsible for any retention or other deductibles and exclusions under such "tail" insurance policies).

(b) This Section 6.10 is intended to be for the benefit of each of the Indemnified Persons and may be enforced by any such Indemnified Person as if such Indemnified Person were a party to this Agreement. The obligations of the Purchaser under this Section 6.10 will not be terminated or modified in such a manner as to adversely affect any Person to whom this Section 6.10 applies without the consent of such affected Person.

6.11 Manufacture of Medical Devices. Immediately following Closing, Exactech shall use its reasonable best efforts to cause the condition set forth in Section 7.2(g) to be satisfied within six months following Closing.

6.12 Australian Proceedings.

(a) The Seller shall promptly provide all due diligence and other information reasonably requested by Purchaser in connection with:

(i) the Federal Court of Australia proceedings number NSD1224/2024 ("Australian Class Action Proceeding") and any related settlement negotiations with the Australian Class Action Proceeding plaintiffs;

(ii) the potential restructuring of Exactech Australia Pty Ltd ("Exactech Australia") (which may include, among other things, a voluntary administration process together with a Deed of Company Arrangement ("DOCA") or asset sale) in form and substance acceptable to Purchaser in its reasonable discretion (the "Australian Corporate Restructuring"), including without limitation, in relation to any material contracts, assets, and liabilities of Exactech Australia, and any relevant regulatory and tax considerations; or

(iii) comments and/or information (as applicable), in respect of the proposed Australian Corporate Restructuring including in respect of any documentation relevant to the effectuation of such a transaction, such as the form of any DOCA or asset sale agreement;

provided, that Seller shall have no obligation to provide any information under this Section 6.12 to the extent that Seller reasonably determines that doing so would waive attorney-client privilege, the protection of any attorney work product doctrine, or any similar privileges or doctrines under applicable law.

(b) If requested in writing by the Purchaser or any of its Representatives, within twenty (20) days of such request, the Seller shall use commercially reasonable efforts to:

(i) obtain legal advice from local Australian counsel in relation to the nature and scope of claims to be compromised by way of any: (A) voluntary administration process in respect of Exactech Australia; or (B) settlement in respect of the Australian Class Action Proceeding, and provide Purchaser with copies of any such advice; *provided, that* the Seller will have no obligation to provide copies of any such advice to the extent that the Seller reasonably determines that doing so would waive attorney-client privilege, the protection of any attorney work product doctrine, or any similar privileges or doctrines under applicable law; and

(ii) provide analysis to Purchaser outlining the Seller's reasonable view regarding the nature of any claims that may arise from the matters connected with the Australian Class Action Proceeding that may not be compromised by Section 6.12(b)(i)(A) or (B), including with respect to the potential number and quantum of such claims.

(c) Upon written request by Purchaser, the Seller shall take all reasonable steps to develop a detailed plan with respect to the preparation for the Australian Corporate Restructuring including a budget and estimate for fees, costs, taxes, and other expenses resulting from any such detailed plan.

(d) The Seller shall consult with Purchaser with respect to (i) the identity of any proposed voluntary administrator to Exactech Australia (the "Voluntary Administrator(s)") and shall seek Purchaser's prior written consent (not to be unreasonably withheld) to the identity of such voluntary administrator and (ii) the identity of any directors proposed to be appointed to Exactech Australia.

(e) During the period from the date hereof through the Closing, the Seller shall not undertake any steps to amend, assign, terminate or provide any consents or notices with respect to that certain license between Exactech and Exactech Australia without Purchaser's prior written consent.

(f) The Seller shall seek recognition of the Chapter 11 cases with respect to Exactech and any associated stay of the class action in Australia with respect to Exactech.

(g) The Seller shall use commercially reasonable efforts, and shall procure that its direct and indirect subsidiaries including, without limitation, Exactech International Operations AG ("Exactech International Operations"), use their respective commercially reasonable efforts, from time to time to take all steps necessary to support the Australian Corporate Restructuring; *provided, that* in no event shall any Seller, Exactech International Operations, or Exactech Australia or any director, officer, manager, or member of any such entity be required to take any action or to refrain from taking any action to the extent inconsistent with applicable Law or its fiduciary obligations under applicable Law (as determined in good faith after consultation with outside legal counsel).

(h) if Voluntary Administrator(s) are appointed to Exactech Australia Pty Ltd, the Company will request that the Voluntary Administrator(s) consult with the Ad Hoc Group with respect to the voluntary administration of Exactech Australia Pty Ltd.

6.13 UK Proceedings.

(a) If Purchaser is determined to be the Winning Bidder (as defined in the RSA), subject to Purchaser providing the UK Restructuring Funding (as defined in the RSA), Purchaser will begin to effectuate the UK Corporate Restructuring Steps Plan (as defined in the RSA) on the date Purchaser is declared the Winning Bidder.

(b) After the Sellers and the Purchaser agree on the UK Corporate Restructuring Steps Plan and so long as Purchaser is declared the Winning Bidder, Sellers shall cause Exactech

UK Limited to promptly commence discussions with third-party contract counterparties regarding the restructuring and corporate reorganization of Exactech UK limited and consult with and provide regular updates to Purchaser in connection therewith.

(c) After the Sellers and the Purchaser agree on the UK Corporate Restructuring Steps Plan and so long as Purchaser is declared the Winning Bidder, Sellers shall use all commercially reasonable efforts to complete the UK Corporate Restructuring Steps Plan as expeditiously as possible and shall consult with and provide regular updates to Purchaser in connection therewith.

ARTICLE VII
CONDITIONS TO CLOSING

7.1 Conditions Precedent to the Obligations of Purchaser and Seller. The respective obligations of each Party to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers and Purchaser), on or prior to the Closing Date, of each of the following conditions:

(a) the expiration or termination of any waiting period, and any extension thereof (including any agreement with a Governmental Body to delay the Closing), under the Competition and FDI Laws set forth in the List of Required Regulatory Filings related to the transactions contemplated by this Agreement, and receipt of any necessary approval related to the transactions contemplated by this Agreement under the Competition and FDI Laws or other regulations set forth in the List of Required Regulatory Filings;

(b) no court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement that is still in effect, and no action seeking to restrain, enjoin, or otherwise prohibit the transactions contemplated by this Agreement shall be pending;

(c) the Bankruptcy Court shall have entered the Plan Confirmation and Sale Order and this Agreement shall become effective in accordance with its terms (in the case of the Plan Confirmation and Sale Order, unless the election in Section 5.1(h) is made);

(d) The Plan Confirmation and Sale Order shall be entered in form and substance consistent with the RSA and this Agreement, shall otherwise contain terms and conditions reasonably acceptable to the Purchaser and the Sellers and shall have not been stayed, reversed, revoked, modified or vacated; and

(e) Unless the election in Section 5.1(h) is made, each of the conditions to the effective date of the Plan shall have been satisfied (or shall become effective concurrent with the Closing Date hereunder) or waived in accordance with therewith.

7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or

to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) (i) the representations and warranties made by Sellers in Article III (in each case, other than the Fundamental Representations) shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date, except (A) that representations and warranties that are made as of a specified date need be true and correct only as of such date and (B) to the extent the failure of such representations and warranties to be true and correct as of such dates has not had a Material Adverse Effect (provided, that for purposes of the foregoing clauses, the qualifications as to materiality and Material Adverse Effect contained in such representations and warranties shall not be given effect (other than those contained in the second sentence of Section 3.5 or in Section 3.8)) and (ii) the representations and warranties set forth in Section 3.1(a), Section 3.2, and Section 3.17 (collectively, the "Fundamental Representations") shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except that such Fundamental Representations that are made as of a specified date need be true and correct in all material respects only as of such date;

(b) The Sellers shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by them on or prior to the Closing;

(c) The Plan Confirmation and Sale Order shall expressly permit Purchaser to credit bid all or a portion of the Prepetition Obligations for the Acquired Assets, and there shall be no cause under section 363(k) of the Bankruptcy Code prohibiting Purchaser from credit bidding all (or such lower amount necessary to satisfy the Purchase Price) of Prepetition Obligations for the Acquired Assets;

(d) No condition, occurrence, state of facts or event constituting a Material Adverse Effect shall have occurred that is continuing;

(e) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 2.3 (to the extent required thereunder);

(f) (i) All Required Permits shall have been transferred to Purchaser or (ii) a suitable arrangement has been made for the replacement of any Required Permit that is not transferable to Purchaser, which provides for the continued operation of the business of the Sellers in the same manner as previously conducted prior to Closing, except, in each case, as would not cause a Material Adverse Effect (provided that for these purposes, clause (vi) of the definition of Material Adverse Effect will not apply);

(g) Either (i) the applicable Notified Body shall have given written guidance that as of Closing, the Purchaser shall be the manufacturer of the medical devices manufactured by Sellers as such date that are subject to the Medical Devices Directive 93/42/EEC and its replacement, the Medical Devices Regulation (EU) 2017/745, or (ii) Exactech shall have executed a binding agreement with the Purchaser to serve as the manufacturer of such medical devices until such time as either (x) the conditions set forth in clause (i) are satisfied in full, or (y) Purchaser otherwise holds the applicable EU Certifications, or (iii) Purchaser and Sellers shall have entered

into such other arrangements with respect to such EU Certifications and medical devices as are mutually agreed; and

(h) Subject to Sellers and/or Exactech or an Affiliate of Exactech receiving the UK Restructuring Funding, the UK Corporate Restructuring Steps Plan shall have been completed..

7.3 Conditions Precedent to the Obligations of Seller. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers in their sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except that representations and warranties that are made as of a specified date need be true and correct only as of such date;

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing; and

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 2.4.

7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing. None of Purchaser or Sellers may rely on the failure of any condition set forth in this Article VII, as applicable, to be satisfied if such failure was caused by such Party's failure to perform any of its obligations under this Agreement including its obligation to use its reasonable best efforts to consummate the transactions contemplated hereby as required under this Agreement.

ARTICLE VIII
TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated only in accordance with this Section 8.1. This Agreement may be terminated at any time prior to the Closing:

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

(b) by written notice of either Purchaser or Sellers, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided, that no Party may terminate this Agreement under this Section 8.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) by written notice of either Purchaser or Sellers, if the Closing shall not have occurred on or before the Effective Date (as defined in the RSA) (the "Outside Date") (or such later date as provided in the Bidding Procedures Order); provided, that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(d) by written notice from Sellers to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become untrue, in each case, such that the conditions set forth in Section 7.3(a) or 7.3(b) would not be satisfied, including a breach of Purchaser's obligation to consummate the Closing; provided, that (i) if such breach is curable by Purchaser, then Sellers may not terminate this Agreement under this Section 8.1(d) unless such breach has not been cured by the date that is the earlier of (A) two Business Days prior to the Outside Date and (B) 30 days after Sellers notify Purchaser of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(d) will not be available to Sellers at any time that Sellers are in material breach of any covenant, representation or warranty hereunder;

(e) by written notice from Purchaser to Sellers, upon a breach of any covenant or agreement on the part of Sellers, or if any representation or warranty of the Sellers will have become untrue, in each case, such that the conditions set forth in Section 7.2(a) or 7.2(b) would not be satisfied; provided, that (i) if such breach is curable by Sellers then Purchaser may not terminate this Agreement under this Section 8.1(e) unless such breach has not been cured by the date that is the earlier of (A) two Business Days prior to the Outside Date and (B) 30 days after Purchaser notifies Sellers of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(e) will not be available to Purchaser at any time that Purchaser is in material breach of any covenant, representation or warranty hereunder;

(f) by written notice from Sellers to Purchaser, if (i) all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and (ii) Purchaser fails to complete the Closing at the time required by Section 2.2;

(g) by written notice from Sellers to Purchaser, if any Seller or the board of directors (or similar governing body) of any Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with its or such Person's or body's fiduciary duties in accordance with the terms and conditions of the RSA;

(h) by written notice of either Purchaser or Sellers, if (i) any Seller enters into one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or (ii) the Bankruptcy Court approves an Alternative Transaction other than with the Purchaser as the Successful Bidder or the Backup Bidder;

(i) by written notice from Purchaser to Sellers, if (i) Purchaser is not the Successful Bidder or the Backup Bidder at the Auction or (ii) the Purchaser is unable, pursuant to Bankruptcy Code section 363(k), to Credit Bid all or any portion of the Credit Bid Amount; provided, that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 8.1(i) until after the 25th day following entry by the Bankruptcy Court of an Order authorizing and approving an Alternative Transaction with the Successful Bidder (and, notwithstanding Purchaser not having been the Successful Bidder or the Backup Bidder at the Auction, until such time (if any) as Purchaser terminates this Agreement pursuant to this Section 8.1(i), the obligations of Purchaser to consummate the transactions contemplated by this Agreement shall remain unaffected by Purchaser's right to terminate this Agreement pursuant to this Section 8.1(i));

(j) by Purchaser if either of the DIP Orders or RSA are amended, modified, or terminated without Purchaser's express written consent; provided, in the case of any such amendment, modification or termination of the DIP Orders is made in a manner that is materially inconsistent with the RSA, and otherwise without Purchaser's express written consent, such consent not to be unreasonably withheld, conditioned or withheld; or

(k) by written notice of either Purchaser or Sellers, if the Bankruptcy Cases are dismissed or converted to cases under chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of Sellers is appointed in the Bankruptcy Cases.

Notwithstanding anything to the contrary, failure to assign the assets set forth in Section 1.1(h) shall not constitute a breach of or inaccuracy in, failure or non-satisfaction of any condition to, or termination event of this Agreement or any other Transaction Agreement to the extent the Bankruptcy Court, pursuant to a final Order, determines that the assets in Section 1.1(h) cannot be transferred on account of TPG VII Osteon Holdings, LP's refusal to consent.

8.2 Effect of Termination.

(a) In the event of termination of this Agreement pursuant to Section 8.1, this Agreement shall forthwith become void, and no Party nor any of its partners, officers, directors, managers or equityholders will have any Liability under this Agreement; provided, that Section 2.2, Section 6.2(b), this Section 8.2 and Article X shall survive any such termination; provided, further, (i) that no termination will relieve any Purchaser from any Liability for damages, losses, costs or expenses (which the Parties acknowledge and agree shall not be limited to reimbursement of expenses or out-of-pocket costs, and would include, in the cause of fraud or Willful Breach by the Purchaser, the benefits of the transactions contemplated by this Agreement lost by Sellers (taking into consideration all relevant matters, including other combination opportunities and the time value of money), which shall be deemed in such event to be damages of Sellers) resulting from fraud or any Willful Breach of this Agreement prior to the date of such termination and (ii) no such termination shall relieve the Sellers from their obligation to pay the Expense Reimbursement, if applicable, pursuant to Section 8.2(c) (other than with respect to a termination by Sellers pursuant to Section 8.1(b), 8.1(d), 8.1(f) or 8.1(g)). Subject to Section 10.12, nothing in this Section 8.2 will be deemed to impair the right of any Party to be entitled to specific performance or other equitable remedies to enforce specifically the terms and provisions of this Agreement.

(b) Subject in all cases to Section 10.12, prior to the applicable Closing, in the event of any breach by Sellers of this Agreement, Purchaser may, as its sole and exclusive remedy at law or in equity, either: (i) terminate this Agreement in accordance with Section 8.1, in which event the Parties shall have no further obligations to each other except for (A) the payment, if payable, of the Expense Reimbursement, (B) the Confidentiality Agreement and, (C) as applicable following a termination pursuant to this Agreement, Article X, which, in each case, expressly survive the termination of this Agreement, (ii) waive such breach by Sellers and consummate the transactions contemplated hereby in accordance with the terms of this Agreement, or (iii) specifically enforce Sellers' obligation to consummate the transactions contemplated hereunder in accordance with the terms and conditions of this Agreement.

(c) In the event that this Agreement is terminated for any reason other than a termination by Sellers pursuant to Section 8.1(b), 8.1(d), 8.1(f) or 8.1(g), Sellers shall reimburse Purchaser for all of the actual, documented and reasonable out of pocket costs, fees and expenses incurred or to be incurred by Purchaser or its Affiliates up to an amount not to exceed $[●][1], including reasonable and documented fees, costs and expenses of any professionals (including financial advisor, outside legal counsel, accountants, experts and consultants) retained by Purchaser or its Affiliates in connection with or related to the authorization, preparation, investigation, negotiation, execution and performance of this Agreement, the transactions hereunder, including the Bankruptcy Cases and other judicial and regulatory proceedings related to such transactions, in each case, less any expenses that the Bankruptcy Court determines not to be reasonable (such costs, fees and expenses, the "Expense Reimbursement"). Sellers acknowledge and agree that (i) the payment of the Expense Reimbursement is an integral part of the transactions contemplated hereunder, (ii) in the absence of Sellers' obligations to make these payments, Purchaser would not have entered into this Agreement, (C) time is of the essence with respect to the payment of the Expense Reimbursement and (D) to the extent authorized by the Bankruptcy Court, pursuant to the Bidding Procedures Order and Plan Confirmation and Sale Order, and subject to approval by the Bankruptcy Court, the Expense Reimbursement shall constitute allowed superpriority administrative expense claims against Sellers' estates pursuant to sections 105(a), 503(b), and 507(a)(2) of the Bankruptcy Code with priority over all other administrative expenses of the kind specified in section 503(b) of the Bankruptcy Code; provided, that such expense claims shall be junior to any obligations incurred under the DIP Facility, any superpriority claim granted under the order approving the DIP Facility (whether as adequate protection or otherwise), and any claims senior to the obligations incurred pursuant to the DIP Facility (including, for the avoidance of doubt, any "Carve Out" or similar provision granted pursuant to the DIP Order). To the extent that all amounts due in respect of the Expense Reimbursement have actually been paid by Sellers to Purchaser, or if the Sellers and Purchaser shall consummate the transactions contemplated hereunder, Purchaser shall not have any additional recourse against the Sellers or their Affiliates for the Expense Reimbursement. In the event of any consummation of the transactions contemplated hereunder, Purchaser shall disgorge to the applicable Seller(s) the amount of any Expense Reimbursement actually paid by the Sellers to the Purchaser promptly following such consummation.

[1] **Note to Draft**: Equal to 1% of the Purchase Price.

ARTICLE IX
TAXES

9.1 Transfer Taxes. The Sellers and Purchaser agree to use commercially reasonable efforts to cooperate in good faith to timely sign and deliver (or cause to be timely signed and delivered) such agreements, certificates or forms as may be necessary or appropriate and otherwise to reasonably cooperate to establish any available exemption from (or otherwise reduce) Transfer Taxes. The Parties expect that all Transfer Taxes will be exempt under Section 1146(a) of the Bankruptcy Code, but to the extent any Transfer Taxes are incurred in connection with the transactions contemplated by this Agreement, any Transfer Taxes incurred in connection with the transactions contemplated hereunder will be borne and timely paid by Purchaser, and Purchaser shall timely file all Tax Returns related to any Transfer Taxes.

9.2 Allocation of Purchase Price and Alternative Tax Treatment. For U.S. federal and applicable state and local income Tax purposes, Purchaser, Sellers, and their respective Affiliates shall allocate the Purchase Price (and any Assumed Liabilities or other amounts treated as part of the purchase price for U.S. federal income Tax purposes) among the Acquired Assets in accordance with Section 1060 of the Tax Code and this Section 9.2; provided that the amount to be allocated to depreciable real and personal property shall not exceed such property's net book value as determined under GAAP as reported in the Sellers' audited financial statements (or, if the Sellers do not have audited financial statements as of immediately prior to the Closing, the Sellers' GAAP books and records) as of immediately prior to the Closing. As soon as commercially practicable, but no later than 45 days following the determination of the final Purchase Price, Purchaser shall provide a proposed allocation to Sellers setting forth the allocation of the Purchase Price (and other amounts treated as part of the purchase price for U.S. federal income Tax purposes) among the Acquired Assets (the "Allocation"). If Sellers deliver a written objection within 30 days after receipt of the draft Allocation proposed by Purchaser, then Purchaser and Sellers shall negotiate in good faith to resolve any such objection, and, if Sellers and Purchaser cannot resolve such dispute within 30 days of Purchaser's receipt of Sellers' objection, then a nationally recognized accounting firm mutually acceptable to Purchaser and Sellers shall resolve such dispute, with the costs of such resolution to be evenly split by Purchaser, on the one hand, and Sellers, on the other hand, and the resolution of such dispute shall be final and binding on the Parties. The Parties and their respective Affiliates shall file all Tax Returns in accordance with such Allocation (as finally determined under this Section 9.2) and not take any Tax related action inconsistent with the Allocation, in each case, unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Tax Code. Notwithstanding the foregoing, if Purchaser determines to implement the transactions effected pursuant to this Agreement in a manner intended by Purchaser to qualify as a "reorganization" as defined in Section 368(a) of the Tax Code and the corresponding Treasury Regulations, the Parties shall cooperate, including amending the Transaction Agreements to the extent necessary, to cause the transactions effected pursuant to this Agreement to be treated as a "reorganization" for such purposes and, in such case, the allocation provisions of this Section 9.2 shall not apply.

9.3 Cooperation. Purchaser and Sellers shall reasonably cooperate, as and to the extent reasonably requested by the other, in connection with the filing of Tax Returns and any Action, audit, litigation, or other proceeding with respect to Taxes.

9.4 Retroactive Tax Elections. Purchaser shall not make any Tax election with respect to any Acquired Entity (including, for the avoidance of doubt, an election under section 338(g) of the Code or an entity classification election) that would have retroactive effect to a Pre-Closing Tax Period (including a portion of a Straddle Period) of Sellers or any of their Affiliates without the prior written consent of Sellers, such consent not to be unreasonably withheld, conditioned or delayed.

9.5 Tax Treatment. Unless otherwise instructed by the Purchaser, Exactech shall treat the transactions contemplated hereunder as a taxable transfer of Exactech's assets for U.S. federal income tax purposes (and the Parties shall cooperate to cause such transactions to be so treated) and shall report the worthless stock deduction available to the U.S. consolidated federal income tax group as an ordinary loss that arises in the same taxable year as any income or gain from the transactions contemplated hereunder.

ARTICLE X
MISCELLANEOUS

10.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for five years following the Closing Date, and nothing in this Section 10.1 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Purchaser and Sellers acknowledge and agree, on their own behalf and on behalf of the Purchaser Group or the Seller Parties, as the case may be, that the agreements contained in this Section 10.1 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for five years and (b) are an integral part of the transactions contemplated hereby and that, without the agreements set forth in this Section 10.1, none of the Parties would enter into this Agreement. The Purchaser Group hereby waives all rights and remedies with respect to the Seller Parties in connection with any environmental, health or safety matters (other than, for the avoidance of doubt, relating to the Excluded Liabilities), including those arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any other Environmental Laws, relating to this Agreement or the transactions contemplated hereby.

10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided herein (including, for the avoidance of doubt, Section 8.2), all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby will be paid by the Party incurring such fees, costs and expenses; it being acknowledged and agreed that (a) all fees in connection with any filing or submission that is

necessary under any Competition Laws will be allocated pursuant to Section 6.5, (b) all Transfer Taxes will be allocated pursuant to Section 9.1 and (c) all Cure Costs will be allocated pursuant to Section 5.2.

10.3 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (provided no message of non-delivery is received), (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Parties.

Notices to Purchaser:

EI Bidco, LLC
c/o Watiga Trust Ltd
600 North Bridge Road #08-01 Parkview Square, Singapore 188778
Attention: Matthew Richards
Email: matt@watiga.com

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

Milbank LLP
55 Hudson Yards
New York, NY 10001
Attention: Evan Fleck; Nelly Almeida; Andrew Fadale
Email: EFleck@milbank.com
NAlmeida@milbank.com
AFadale@milbank.com

Notices to Sellers:

Exactech, Inc.
2320 NW 66th Court
Gainesville, Florida 32653
Attention: Donna Edwards, General Counsel
E-mail: Donna.Edwards@exac.com

with copies to (which shall not constitute notice):

Ropes & Gray LLP
191 N Wacker Dr.
Chicago, IL 60606
Attention: Ryan Preston Dahl; Benjamin Rhode; James C. Davis
Email: ryan.dahl@ropesgray.com;
benjamin.rhode@ropesgray.com;
james.davis@ropesgray.com

10.4 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the entry and terms of the Plan Confirmation and Sale Order, Sellers, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases; provided, that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and Sellers, as applicable, and any attempted assignment or delegation without such prior written consent shall be null and void; provided, further, that Purchaser may assign its rights and obligations to one of more Affiliates so long as Purchaser remains primarily liable for its obligations.

10.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and Sellers or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

10.6 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

10.7 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any Party will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or for any Agreement Dispute.

10.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

10.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

10.10 Schedules. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided, that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules in which it is readily apparent on the face of such disclosure that the information is required to be included in such other section of the Schedules, and any disclosure in the Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the exhibits hereto is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules or exhibits hereto in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits hereto is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

10.11 Complete Agreement. This Agreement, together with the Confidentiality Agreements and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control, and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this

Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

10.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) Sellers and Purchaser will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that either Sellers or Purchaser pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.12 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Sellers and Purchaser pursuant to this Section 10.12 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller or Purchaser from seeking to collect or collecting damages. If, prior to the Outside Date, Purchaser or any Seller brings any action, in each case in accordance with Section 10.13, to enforce specifically the performance of the terms and provisions hereof by the other, the Outside Date will automatically be extended (i) for the period during which such action is pending, plus ten Business Days or (ii) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 10.12 be used, alone or together with any other provision of this Agreement, to require any Seller to remedy any breach of any representation or warranty made by any Seller herein.

10.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the transactions contemplated hereby and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an "Agreement Dispute") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Delaware Chancery Court and any state court sitting in the State of Delaware to which an appeal from the Delaware Chancery Court may be validly taken (or, if the Delaware Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the state of Delaware) ((a) and (b), the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except

in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

10.14 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such state without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.15 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such Contract will raise the

use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

10.16 Publicity. Neither Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other, which approval will not be unreasonably withheld, conditioned or delayed, unless, in the reasonable judgment of Purchaser or Sellers, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock exchange on which Purchaser or Sellers (or their respective Affiliates) lists securities; provided, that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other with respect to the text thereof.

10.17 Bulk Sales Laws. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances in the Acquired Assets including any liens or claims arising out of the bulk transfer laws except Permitted Encumbrances, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Plan Confirmation and Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the "bulk sales," "bulk transfers" or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

10.18 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

10.19 Sellers' Representative. Each Party agrees that Exactech has the power and authority to unilaterally act on behalf of all or any of the Sellers for the purposes specified under this Agreement. Such power will include the power to make all decisions, actions, Consents and determinations on behalf of the Sellers, including to make any waiver of any Closing condition or agree to any amendment to this Agreement. No Seller shall have any right to object, dissent, protest or otherwise contest the same. Purchaser shall be entitled to rely on any action or omission taken by Exactech on behalf of the Sellers.

ARTICLE XI
ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.

(a) "Action" means any action, claim (including a counterclaim, cross-claim, or defense), cause of action, demand, complaint, summons, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), audit, examination or investigation, of any kind whatsoever, regardless of the legal theory under which such Liability or obligation may be sought to be imposed, whether sounding in contract or tort, or

whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before any Governmental Body.

(b) "Advisors" means, with respect to any Person, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(c) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of greater than 50% of the voting securities, by Contract or otherwise.

(d) "Alternative Transaction" means any transaction (or series of transactions), whether direct or indirect, whereby any Person or group of Persons (other than Sellers and their Affiliates or Purchaser and its Affiliates) acquires (i) beneficial ownership of a majority of the equity interests of Sellers or (ii) a material portion of the Acquired Assets, in each case, whether by merger, sale of assets or equity, recapitalization, plan of reorganization or otherwise. Notwithstanding the foregoing, a liquidation or wind-down of Sellers' estates shall not be an Alternative Transaction.

(e) "Distribution Agreement" means that Amended and Restated Distribution Agreement dated as of August 23, 2023, by and between Exactech and JointMedica Limited.

(f) "Auction" shall have the meaning ascribed to such term in the Bidding Procedures Order.

(g) "Backup Bidder" means the next highest bidder after the Successful Bidder at the Auction.

(h) "Bidding Procedures" means the bidding procedures attached as an Exhibit to the Bidding Procedures Order and approved by the Bankruptcy Court pursuant to the Bidding Procedures Order and as amended and supplemented.

(i) "Bidding Procedures Order" means the final order granting the Bidding Procedures Motion.

(j) "Business Day" means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

(k) "Carve-Out" has the meaning specified in the DIP Orders.

(l) "Cash and Cash Equivalents" means all of Sellers cash (including checks and deposits in transit, demand deposits, money markets or similar accounts), checking account balances, marketable securities, certificates of deposits, time deposits, bankers' acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity

accounts, government securities, and any other cash equivalents whether on hand, in transit, in banks or other financial institutions, or otherwise held.

(m) "Centerview" means Centerview Partners LLC, the Sellers' investment banker.

(n) "Confidentiality Agreements" means those certain letter agreements, dated on or about July 17, 2024, by and between Exactech and the respective holders of first lien secured claims against Exactech and equity interests in Purchaser.

(o) "Confirmation Order" means an Order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

(p) "Consent" means either (i) any approval, consent, ratification, permission, waiver or authorization or (ii) an Order of the Bankruptcy Court that deems or renders the same unnecessary.

(q) "Contract" means any contract, indenture, note, bond, lease, sublease, mortgage, agreement, guarantee, or other agreement that is binding upon a Person or its property, in each case, other than a purchase order, service order, or sales order.

(r) "DIP Credit Agreement" means the Superpriority Secured Debtor-in-Possession Credit Agreement, dated as of October 28, 2024, by and among Exactech, as the borrower, the other Debtors as guarantors, GLAS USA LLC, as agent, and the lenders party thereto

(s) "DIP Facility" means the debtor-in-possession financing facility provided to Debtors under that certain DIP Credit Agreement.

(t) "DIP Orders" means, as applicable, the interim and final orders of the Bankruptcy Court approving and authorizing the Sellers to enter into the DIP Facility.

(u) "Documents" means all of Sellers' written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, and documents, Tax Returns, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.) and other similar materials, in each case, whether or not in electronic form.

(v) "Encumbrance" means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, Orders, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title or restrictions on transfer or use.

(w) "Environmental Laws" means all applicable Laws concerning pollution or protection of the environment or human health and safety.

(x) "Equipment" means any and all equipment, computers, furniture, furnishings, fixtures, office supplies, vehicles and all other fixed assets.

(y) "ERISA" means the Employee Retirement Income Security Act of 1974.

(z) "ERISA Affiliate" means any trade or business, whether or not incorporated, that, together with any Seller, is or would be considered a "single employer" within the meaning of Section 414 of the Code or Section 4001 of ERISA.

(aa) "EU Certifications" means those licenses, registrations, certifications or other Permits held by Exactech or its Subsidiaries that are required for the distribution, sale, application or use of their products or otherwise for the lawful conduct of their business in the European Union.

(bb) "Excluded Environmental Liabilities" means all Liabilities of any Seller arising from or relating to (i) fines or penalties associated with noncompliance with Environmental Law, (ii) the presence of Hazardous Substances at any real property that is not a Leased Real Property, (iii) any Action alleging exposure prior to the Closing to Hazardous Substances.

(cc) "Excluded Tax Refunds" means refunds of Taxes that (i) are not paid to Sellers or their Affiliates in cash or (ii) were specifically taken into account in calculating the Wind-down Amount, including a U.S. federal income tax overpayment for taxable year 2023 estimated at $36,000.

(dd) "FDA" means the U.S. Food and Drug Administration.

(ee) "GAAP" means United States generally accepted accounting principles as in effect from time to time.

(ff) "GDPR" means Regulation (EU) 2016/679 and section 3 of the European Union (Withdrawal) Act 2018 and the UK Data Protection Act 2018.

(gg) Government Bid" means any bid, proposal, offer or quotation, whether solicited or unsolicited, made by Sellers, that, if accepted, would reasonably be expected to lead to the award of a Government Contract.

(hh) "Government Contract" means any Contract between any Seller or any of their Affiliates, on the one hand, and (a) any Governmental Body; (b) any prime contractor of any Governmental Body in its capacity as a prime contractor to any Governmental Body; or (c) any higher-tier subcontractor with respect to any Contract of a type described in the foregoing clauses (a) or (b), on the other hand.

(ii) "Governmental Authorization" means any permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued,

granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(jj) "Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator of applicable jurisdiction.

(kk) "GUC Reserve" means $500,000 cash payment that shall be an Excluded Asset and reserved for distributions to general unsecured creditors in accordance with the Plan.

(ll) Hazardous Substance" means any material, substance or waste regulated under any Environmental Laws due to its harmful or deleterious properties.

(mm) "HSR Act" means the Hart Scott Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder.

(nn) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, including the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A, D and E), the Transactions and Code Set Standards (45 CFR Part 162), and Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164, Subparts A and C), and all other implementing regulations.

(oo) "Intellectual Property" means all worldwide intellectual property rights, including the following: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, corporate names and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights; (iv) registrations and applications for any of the foregoing; (v) trade secrets; and (vi) rights in computer software.

(pp) "Information Privacy and Security Laws" means all applicable Laws concerning the use, collection, protection, storage, transfer, privacy and/or security of Personal Data, and all regulations promulgated thereunder, including, where applicable, HIPAA, state data privacy and breach notification laws, state social security number protection laws, any applicable Laws concerning requirements for website and mobile application privacy policies and practices, data or web scraping, call or electronic monitoring or recording or any outbound communications (including, outbound calling and text messaging, telemarketing, and e-mail marketing), the European Union Directive 95/46/EC, the GDPR, the European Union ePrivacy Directive (Directive 2002/58/EC) and applicable implementing laws, the Federal Trade Commission Act, the Gramm Leach Bliley Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, Children's Online Privacy Protection Act, and state consumer protection laws.

(qq) "Inventory" means, to the extent related to the business of the Seller, all inventory (including raw materials, products in-process and finished products) owned by any of the Sellers, whether in transit to or from the Sellers and whether in the Sellers' warehouses, distribution facilities, held by any third parties or otherwise.

(rr) "IT Assets" means all information technology and computer systems (including software, information technology and telecommunication hardware (including workstations, servers, routers, and firewalls) and other Equipment) relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information whether or not in electronic format, in each case, owned, leased or licensed by Sellers.

(ss) "Knowledge of Seller", "Knowledge of Sellers", or words of like import means the actual knowledge without independent verification (and in no event encompass constructive, imputed or similar concepts of knowledge) of Darin Johnson, Tony Collins, and Donna Edwards, none of whom, for the sake of clarity and avoidance of doubt, shall have any personal Liability or obligations regarding such knowledge.

(tt) "Law" means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, Order, requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

(uu) "Leasehold Improvements" means all buildings, structures, improvements and fixtures that are owned by a Seller and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the lease for such Leased Real Property.

(vv) "Liability" means, as to any Person, any claim (as defined by 11 USC 101(5)), debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine or contribution obligation of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(ww) "Material Adverse Effect" means any matter, event, change, development, occurrence, circumstance or effect (each, an "Effect") that, individually or in the aggregate (taking into account all other such changes, effects, events, occurrences, circumstances, states of facts or developments), (a) has had, or would reasonably be expected to have, a material adverse effect on the ability of Sellers to consummate the transactions contemplated hereby or (b) has had, or would reasonably be expected to have, a material adverse effect on the Acquired Assets, the business of the Sellers, condition (financial or otherwise) or results of operations of the business of the Sellers; provided, none of the following (or consequences thereof), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) any Effect in, arising from or relating to general business or economic conditions affecting the industry in which Sellers and their Affiliates operate, including Effects arising from or relating to competition or ordinary course matters and other Effects within such industry, new entrants into such industry, new products from other participants in such industry, changes in product pricing due to such competition, changes in market share or financial results due to such competition and other related changes resulting from such competition; (ii) Effects in,

arising from or relating to national or international political or social conditions, including tariffs, riots, protests, the engagement by the United States or any other country, including Ukraine and Poland, in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist (whether or not state-sponsored) attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, Equipment or personnel of the United States or of any other country; (iii) Effects in, arising from or relating to any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including "Coronavirus" or "COVID-19" or the worsening thereof) or any quarantine or trade restrictions related thereto or any other *force majeure*; (iv) Effects in, arising from, or relating to financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, Contract or index, and (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the transactions contemplated by this Agreement); (v) Effects in, arising from or relating to changes in GAAP or the interpretation thereof; (vi) Effects in, arising from or relating to changes in Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Body (including, for the avoidance of doubt, any such items related to Section 6.5) and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing; (vii) Effects in, arising from or relating to (A) the taking of any action expressly permitted by this Agreement or at the express request of Purchaser or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, or (C) the negotiation, announcement or pendency of this Agreement or the transactions contemplated hereby, the identity, nature or ownership of Purchaser or Purchaser's plans with respect to the Acquired Assets and Assumed Liabilities, including the impact thereof on the relationships, contractual or otherwise, of the business of Seller with employees, customers, lessors, suppliers, vendors or other commercial partners; (viii) Effects in, arising from or relating to any action required to be taken under any existing Contract to which Seller (or any of its assets or properties) is bound; (ix) Effects that arise from any seasonal fluctuations in the business; (x) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) and any other failure to win or maintain customers or business (provided that this clause (xi) shall not prevent a determination that any Effects giving rise to such failure to achieve budgets, projects, forecasts or predictions has resulted in a Material Adverse Effect); (xii) the Effect of any action taken by Purchaser or its Affiliates with respect to the transactions contemplated by this Agreement or the financing thereof or any material breach by Purchaser of this Agreement; or (xiii) (A) the commencement or pendency of the Bankruptcy Cases; (B) any objections filed in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated hereby or thereby, (2) the Plan Confirmation and Sale Order or the Confirmation Order (if different) or (3) the assumption or rejection of any Assigned Contract, including any disputes with respect to the Cure Costs; or (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers in compliance therewith; provided, that any Effect, referred to in clauses (i) – (vii) or (ix) will be taken into account for purposes of determining whether there has been a Material Adverse Effect to the extent such Effect adversely affects the business of the Seller, the Acquired Assets or the Assumed Liabilities, taken as a whole, in a

disproportionately adverse manner relative to other companies operating in the same industries in which the business of the Seller operates.

(xx) "Notified Body" means the body (designated by the Governmental Body) legally in charge of carrying out the conformity assessment procedures required for placing on the market for medical devices in the European Union pursuant to the Medical Devices Directive 93/42/EEC, and its replacement, the Medical Devices Regulation (EU) 2017/745.

(yy) "Open Source Software" means any Software (in source or object code form) that is subject to (a) a license commonly referred to as an "open source" or "free software" license (including any software licensed under the GNU General Public License, GNU Lesser General Public License, BSD License, or Apache Software License, or any other public source code license arrangement or any license defined as an open source license by the Open Source Initiative as set forth on www.opensource.org) or any other public source code license arrangement or any license defined as an open source license by the Open Source Initiative as set forth on www.opensource.org or (b) any other license or other agreement that requires, as a condition of the use, modification or distribution of Software subject to such license or agreement, that such Software or other Software linked with, called by, combined or distributed with such Software be (i) disclosed, distributed, made available, offered, licensed or delivered source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or (iv) redistributable at no charge.

(zz) "Order" means any order, injunction, order, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body, including any order entered by the Bankruptcy Court in the Bankruptcy Cases (including the Plan Confirmation and Sale Order).

(aaa) "Ordinary Course" means the ordinary and usual course of operations of the business of Seller taken as a whole consistent with past practice and taking into account the contemplation, commencement and pendency of the Bankruptcy Cases and past practice in light of the current pandemic, epidemic or disease outbreak; provided, that any action taken, or omitted to be taken, that relates to, or arises out of, any pandemic, epidemic or disease outbreak shall be deemed to be in the ordinary course of business.

(bbb) "Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date.

(ccc) "Pre-petition Obligations" means all Obligations on account of the Prepetition First Lien Term Loans (as defined in the First Lien Credit Agreement) and the Prepetition Sidecar Term Loans (as defined in the Prepetition Sidecar Credit Agreement).

(ddd) "Prepetition First Lien Credit Agreement" means that certain credit agreement dated February 14, 2018 (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date among Exactech, as borrower, Osteon Intermediate Holdings II, Inc., as holdings, Goldman Sachs Bank USA, as administrative and collateral agent, the guarantors party thereto, and the lender parties thereto.

(eee) "Prepetition Sidecar Credit Agreement" means that certain credit agreement dated September 19, 2023 (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date) among Exactech, as borrower, TPG VII Osteon Holdings, LP, as administrative and collateral agent, and as the sole lender.

(fff) "Permitted Encumbrances" means (i) Encumbrances for utilities and Taxes not yet due and payable or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, materially and adversely affect the operation of the Acquired Assets and, in the case of the Leased Real Property, which do not, materially interfere with the use or occupancy of such Leased Real Property as it relates to the operation of the Acquired Assets, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law which do not impair the current use or occupancy of such Leased Real Property, as applicable, (iv) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable, (v) licenses granted on a non-exclusive basis in the Ordinary Course, (vi) Encumbrances imposed under any Seller's certificate of incorporation, certificate of formation, bylaws, operating agreement or similar organizational documents, or under federal or state securities Laws; and (vii) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Plan Confirmation and Sale Order.

(ggg) "Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, organization, estate, Governmental Body or other entity or group.

(hhh) "Personal Data" means, as applicable, any information that alone or in combination with other information in the Sellers' possession or control, identifies, or could be reasonably used to identify, a natural person, and including information that is defined as "personal data," "personally identifiable information," "individually identifiable health information," "protected health information" or "personal information" under any applicable Information Privacy and Security Laws, including without limitation, Protected Health Information as defined under HIPAA.

(iii) "Plan Confirmation and Sale Order" means the Order (i) approving this Agreement and the terms and conditions hereof, including pursuant to sections 363 and 365 of the Bankruptcy Code, (ii) approving and authorizing Sellers to consummate the transactions contemplated hereby, and (iii) confirming the Plan.

(jjj) "Plan" means the joint plan of liquidation filed by the Sellers under Chapter 11 of the Bankruptcy Code implementing the restructuring transactions, including the transaction contemplated in this Agreement for the Sellers.

(kkk) "Privacy Policy" means any published or publicly-facing policies and procedures relating to Personal Data.

(lll) "Purchaser Group" means Purchaser, any Affiliate of Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(mmm)"Required Permits" means any material permits required for the operation of the business of the Sellers.

(nnn) "Riveron" means Riveron RTS, LLC, the Sellers' financial advisor.

(ooo) "RSA" means that certain restructuring support agreement (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, including all exhibits) dated October 28, 2024 entered into by and among the signatories thereto.

(ppp) "Schedules" means the disclosure schedules and any other schedule to this Agreement.

(qqq) "Securities Act" means the Securities Act of 1933 and the rules and regulations promulgated thereunder.

(rrr) "Security Breach" means any unauthorized access, acquisition, disclosure, or loss of Personal Data that compromises the security, integrity, or confidentiality of Personal Data.

(sss) "Seller Intellectual Property" means all Intellectual Property owned or purported to be owned by any Seller.

(ttt) "Seller Parties" means each Seller and its former, current or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

(uuu) "Seller Plan" means each (i) employee welfare benefit plan within the meaning of Section 3(1) of ERISA (whether or not subject to ERISA), (ii) employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not subject to ERISA), (iii) stock option, stock purchase, stock appreciation right or other equity or equity-based agreement, program or plan, (iv) employment, individual consulting, severance or retention agreement or (v) bonus, incentive, deferred compensation, profit-sharing, retirement, post-termination health or welfare, vacation, severance or termination pay, fringe or any other compensation or benefit plan, program, policy, Contract, agreement or other arrangement, in each case that is sponsored, maintained or contributed to by Sellers, to which any Seller is obligated to contribute or with respect to which any Seller has any Liability.

(vvv) "Straddle Period" means any taxable period that includes but does not end on the Closing Date.

(www) "Seller Software" means any Software included int the Seller Intellectual Property.

(xxx) "Subsidiary" or "Subsidiaries" means, with respect to any Person, any corporation, limited liability company or other entity of which a majority of the total voting power of shares of stock or other equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees or other governing body or Person thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(yyy) "Successful Bidder" means the prevailing party at the conclusion of the Auction.

(zzz) "Tax" or "Taxes" means any federal, state, local, foreign or other income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, import, export, alternative minimum or estimated tax, including any interest, penalty or addition thereto.

(aaaa) "Tax Code" means the United States Internal Revenue Code of 1986, as amended.

(bbbb) "Tax Return" means any return, declaration, report, claim for refund, or information return or statement filed or required to be filed with any Governmental Body relating to any Tax, including any schedule or attachment thereto, and including any amendment thereof, and, further, including any information return, claim for refund, amended return or declaration of estimated Tax, and including, where permitted or required, combined, consolidated or unitary returns for any group of entities that includes any Seller.

(cccc) "Transaction Agreements" means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

(dddd) "Transfer Taxes" means any sales, use, transfer, documentary, stamp, value added, real property, withholding or similar Taxes and related notary and other fees imposed on or payable in connection with the transactions effectuated (or deemed effectuated) pursuant to this Agreement.

(eeee) "Treasury Regulations" means the regulations issued under the Tax Code by the United States Department of the Treasury, as amended.

(ffff) "Willful Breach" shall mean a deliberate act or a deliberate failure to act regardless of whether breaching was the conscious object of the act or failure to act (which, for the avoidance of doubt, will be deemed to include any failure by Purchaser to consummate the Closing if and when it is obligated to do so hereunder).

(gggg) "Wind-Down Amount" means cash in an amount equal to $2,250,000.

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11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP consistently applied. To the extent that the definition of

an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) The terms "hereof," "herein" and "hereunder" and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, schedule and exhibit references contained in this Agreement are references to sections, clauses, schedules and exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(c) Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Where the context permits, the use of the term "or" will be equivalent to the use of the term "and/or."

(d) The words "to the extent" shall mean "the degree by which" and not simply "if."

(e) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(f) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(g) The word "will" will be construed to have the same meaning and effect as the word "shall". The words "shall," "will," or "agree(s)" are mandatory, and "may" is permissive.

(h) All references to "$" and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(i) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(j) Any document or item will be deemed "delivered," "provided" or "made available" by Sellers, within the meaning of this Agreement if such document or item is (i) included in the Dataroom, (ii) actually delivered or provided to Purchaser or any of Purchaser's Advisors or (iii) made available upon request, including at Sellers' offices.

(k) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(l) Any reference to any particular Bankruptcy Code or Tax Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided, that for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance

with, or alleged violation of or non-compliance with, any Bankruptcy Code or Tax Code section or Law, the reference to such Bankruptcy Code or Tax Code section or Law means such Bankruptcy Code or Tax Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(m) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.

(n) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

PURCHASER:

EI BIDCO, LLC

By: _____
Name: Matthew Richards
Title: Authorized Person

[*Signature Page to Asset Purchase Agreement*]

SELLERS:

OSTEON INTERMEDIATE HOLDINGS II, INC.

By: Signed by: Tony Collins 5FCCE8BC72B54C4...
Name: Tony Collins
Title: Chief Financial Officer

EXACTECH, INC.

By: Signed by: Tony Collins 5FCCE8BC72B54C4...
Name: Tony Collins
Title: Chief Financial Officer

XPANDORTHO, INC.

By: Signed by: Tony Collins 5FCCE8BC72B54C4...
Name: Tony Collins
Title: Chief Financial Officer

EXHIBIT A

FORM OF BILL OF SALE

[*See attached.*]

[*Intentionally Omitted*]

EXHIBIT B

FORM OF TRADEMARK ASSIGNMENT AGREEMENT

[*See attached.*]

[*Intentionally Omitted*]

EXHIBIT C

FORM OF COPYRIGHT ASSIGNMENT AGREEMENT

[*See attached.*]

[*Intentionally Omitted*]

EXHIBIT D

FORM OF PATENT ASSIGNMENT AGREEMENT

[*See attached.*]

[*Intentionally Omitted*]