

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

In re:

EXACTECH, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-12441 (LSS)

(Jointly Administered)

Ref. Docket No. 145

**ORDER (I) AUTHORIZING THE SALE
OF THE DEBTORS' ASSETS FREE AND CLEAR
OF ALL LIENS, CLAIMS, INTERESTS, AND OTHER
ENCUMBRANCES, (II) AUTHORIZING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Sale Motion”)² of the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order (this “Sale Order”) (a) authorizing the sale of substantially all of their assets free and clear of all Interests (as defined below), (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases, and (c) granting certain related relief; and this Court having entered the Bidding Procedures Order; and EI Bidco,

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 set forth in the (i) *Fifth Amended Chapter 11 Plan for Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* filed by the Debtors [Docket No. 1501] (as amended or modified from time to time in accordance with the terms thereof, the “Plan”), (ii) the Asset Purchase Agreement (defined below), or (iii) the *Order Approving (I) Bidding Procedures, the Confirmation and 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* [Docket No. 321] (the “Bidding Procedures Order”), as applicable. Capitalized terms defined in both the Plan and the Asset Purchase Agreement or the Bidding Procedures Order shall have the meanings given to them in the Plan. For the avoidance of doubt, the terms “Effective Date,” “Related Party,” and “TPG” shall have the meanings given to them in the Plan.

LLC (together with its designees and/or assignees, the “Buyer”)³ having been selected as the Winning Bidder; and upon the Buyer and certain of the Debtors having entered into that certain Asset Purchase Agreement, dated as of October 29, 2024 (as amended by that certain Amendment to Asset Purchase Agreement, dated as of March 6, 2025, and Amendment No. 2 to Asset Purchase Agreement, dated as of August 14, 2025 (the “Second Amendment”) and as may be amended, modified, or supplemented in accordance with the terms of this Sale Order, the “Asset Purchase Agreement”), a conformed copy of which through the Second Amendment is attached hereto as **Exhibit 1**; and this Court having reviewed the Sale Motion, the *Declaration of Karn S. Chopra in Support of Debtors’ Motion for Entry of an Order Approving (I) Bidding Procedures, the Confirmation and 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* [Docket No. 146] (the “Chopra Bidding Procedures Declaration”), the Finegan Declaration (defined below), the *Supplemental Declaration of Jeanne C. Finegan, APR in Connection with the Bar Date Motion and the Bidding Procedures Motion* [Docket No. 757] (the “Supplemental Finegan Declaration”), the *Declaration of Jesse York, Chief Restructuring Officer, in Support of the Sale Transaction* [Docket No. 760] (the “York Sale Declaration”), the *Declaration of Karn S. Chopra in Support of Debtors’ Motion for Entry of an Order Approving (I) Bidding Procedures, the Confirmation and 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* [Docket No. 761] (the “Chopra Sale Declaration” and, together with the Chopra Bidding Procedures

³ For the avoidance of doubt, and notwithstanding anything to the contrary herein, the term “Buyer” shall not include (i) TPG or its Related Parties, in their capacity as such, or (ii) the Debtors and their current and former Insiders, Affiliates and Related Parties, in their capacity as such.

Declaration, the Finegan Declaration, the Supplemental Finegan Declaration, the York Sale Declaration, and the Chopra Sale Declaration, the “Sale Declarations”); and this Court having considered the evidence adduced in support of the requested relief at the hearing before the Court (the “Sale Hearing”); and this Court having found that the Debtors’ notice of the Sale Motion and opportunity for a hearing on the Sale Motion were appropriate under the circumstances and no other notice need be provided; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having reviewed any objections to the Sale Motion; and this Court having found that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, and their stakeholders; and this Court having determined that the legal and factual bases set forth in the Sale Motion, the Sale Declarations, and at the Sale Hearing establish just cause for the relief granted in this Sale Order; and upon the evidence adduced at, and the record of, the Sale Hearing; and after due deliberation:

IT IS HEREBY FOUND AND DETERMINED THAT:⁴

Jurisdiction, Final Order, and Statutory Predicates

A. This Court has jurisdiction over (i) the Chapter 11 Cases, (ii) the Sale Motion and (iii) the sale of the Acquired Assets⁵ and assumption of the Assumed Liabilities of the Debtors in accordance with the Sale Transaction Documents (collectively, the “Transactions”) pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012.

⁴ The findings and conclusions set forth herein constitute this 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.

⁵ The term “Acquired Assets” used in this Sale Order shall have the same meaning as in the Plan. For the avoidance of doubt, Acquired Assets shall not include the Retained Causes of Action.

B. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper under 28 U.S.C. §§ 1408 and 1409. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by this Court in accordance with the terms set forth herein to the extent it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

C. The statutory predicates for the relief sought in the Sale Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and the applicable Local Rules.

D. The consummation of the Transactions is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and applicable Local Rules. The Debtors, on the one hand, and the Buyer, on the other hand, have complied with all applicable requirements of such provisions and rules in respect of the Transactions.

E. In the event of any conflict between the terms and provisions in this Sale Order, on the one hand, and the Asset Purchase Agreement or any Sale Transaction Document, on the other hand, this Sale Order shall govern and control in all respects.

F. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the terms and conditions of this Sale Order shall be immediately effective upon its entry.

Notice of the Bidding Procedures, the Sale Hearing, and the Cure Payments

G. As evidenced by the affidavits of service filed with this Court [Docket Nos. 286, 354, 423, 428, 434, 434, 475, 480, 501, 552, 568, 580, 583, 589, 596, 610, 611, 615, 626, 628,

636, 643, 647, 663, and 727], proper, timely, adequate, and sufficient notice of, among other things, the Sale Motion, the Bidding Procedures, the Assumption and Assignment Procedures, the proposed Cure Payments, the Asset Purchase Agreement, the Qualifying Bid Deadline, the Sale Hearing, and all deadlines related to the foregoing, has been provided to all parties required to receive such notice in accordance with sections 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014, and in compliance with the Bidding Procedures Order.

H. On December 23, 2024, the Debtors filed and served the *Notice of Possible Assumption and Assignment with Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 375] (the “Original Assumption Notice”), and on February 6, 2025, the Debtors filed and served the *Supplement Notice of Possible Assumption and Assignment with Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 560] (the “First Supplemental Assumption Notice”), and on March 17, 2025, the Debtors filed and served the *Second Supplement Notice of Possible Assumption and Assignment with Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 714] (the “Second Supplemental Assumption Notice”), and on May 7, 2025, the Debtors filed and served the *Third Notice of (I) Possible Assumption and Assignment with Respect to Executory Contracts and Unexpired Leases of the Debtors and (II) Removal of a Contract From the Schedule of Potential Assumed Contracts in Connection with the Sale* [Docket No. 1062] (the “Third Supplemental Assumption Notice” and, together with the Original Assumption Notice, the First Supplemental Assumption Notice, and the Second Supplemental Notice, the “Assumption Notice”) on each of the counterparties to the executory contracts and unexpired leases that may be assumed and assigned in connection with the Transactions (the “Designated Contracts”) in accordance with the

Assumption and Assignment Procedures and the Bidding Procedures Order. The Assumption Notice, among other things, contained: (a) the title of each Designated Contract and the name of the non-Debtor counterparty thereto; (b) the proposed amount, if any, necessary to cure the defaults, if any, under each Designated Contract that had to be cured (each, a “Cure Payment” and, together, the “Cure Payments”); and (c) the deadline by which the counterparties to the Designated Contracts must file objections to the applicable Cure Payments or to the assumption and assignment of the applicable Designated Contract. The service of the Assumption Notice was sufficient under the circumstances and in full compliance with the Assumption and Assignment Procedures and the Bidding Procedures Order, and no further notice need be provided in respect of the foregoing. All counterparties to those Designated Contracts that will be assumed by the applicable Debtor(s) and assigned to the Buyer in connection with the Transactions (the “Assigned Contracts”) had an adequate opportunity to object to the assumption and assignment of their respective Assigned Contract(s) and to the amount of the related Cure Payment(s), if any. All requirements of section 365 of the Bankruptcy Code for the assumption and assignment of the Assigned Contracts have been satisfied.

I. The Debtors filed and served the *Notice of Proposed Sale of Assets, Entry Into Stalking Horse APA, Bidding Procedures, Auction, and Confirmation and Sale Hearing* (the “Confirmation and Sale Notice”) on all parties required to receive such notice under the Bidding Procedures Order and posted the Confirmation and Sale Notice on the Debtors’ case information website. The Debtors published the Confirmation and Sale Notice in the national edition of *The Wall Street Journal* on December 13, 2024 [Docket No. 340] and on August 26,

2025 [Docket No. 1602]. The Debtors also implemented the Notice Plan⁶ as detailed in the Finegan Declaration, the Supplemental Finegan Declaration, and the *Order Authorizing Supplemental Notice of Plan Confirmation Hearing and Sale of Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances on September 15, 2025 at 10:00 a.m.* [Docket No. 1566] and related Certificate of Publication [Docket No. 1602] to provide robust notice of proposed sale of substantially all of the Debtors' assets to known and unknown claimants and parties in interest. Such dissemination of the Confirmation and Sale Notice and notice of the proposed sale of substantially all of the Debtors' assets conforms to the requirements of the Bidding Procedures Order and Bankruptcy Rules 2002(l) and 9008 and was appropriate and reasonably calculated to provide notice to any affected party and afford all such parties the opportunity to exercise their rights with respect to the relief sought in the Sale Motion and granted by this Sale Order.

J. On March 6, 2025, the Debtors filed the *Notice of Cancellation of Auction and Designation of Stalking Horse Bid as the Winning Bid* [Docket No. 684] (the "Notice of Winning Bidder") with the Court and served such notice on all parties required to receive such notice under the Bidding Procedures Order and applicable rules. Service of the Notice of Winning Bidder was appropriate and reasonably calculated (a) to provide all interested parties with timely and proper notice of execution of the Asset Purchase Agreement and (b) to afford any affected party the opportunity to exercise its rights with respect thereto.

K. The notices described in the foregoing paragraphs constitute due, proper, timely, adequate, and sufficient notice to all parties in interest, including all known claimants (or counsel for such claimants) and unknown claimants (including all holders or potential holders of any

⁶ As defined in the *Declaration of Jeanne C. Finegan, APR in Connection With the Bar Date Motion and the Bidding Procedures Motion* [Docket No. 191] (the "Finegan Declaration").

Excluded Product Liability Claim), of the relief requested in the Sale Motion, the Bidding Procedures, the execution of the Asset Purchase Agreement, and the Sale Hearing. Such notice was, and is, good, sufficient, and appropriate under the circumstances of these Chapter 11 Cases, provided a fair and reasonable opportunity for parties in interest to object and to be heard, was provided in accordance with sections 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, and 9014, and the applicable Local Rules, and was in compliance with the Bidding Procedures Order. Accordingly, no other or further notice with respect to such matters is necessary or shall be required.

Business Judgment

L. The Debtors have determined that (a) consummation of the Transactions presents the best opportunity to maximize the value of their Estates and (b) unless the Transactions are concluded as provided for in the Asset Purchase Agreement and this Sale Order, potential creditor recoveries in these chapter 11 cases may be substantially diminished. The Debtors have demonstrated good, sufficient, and sound business purpose and justification for, and compelling circumstances justifying, pursuant to sections 105, 363, and 365 of the Bankruptcy Code, (a) entry into the Asset Purchase Agreement, (b) the sale of the Acquired Assets and assignment of the Assumed Liabilities to the Buyer, (c) the assumption by the applicable Debtor(s) and assignment to the Buyer of the Assigned Contracts, and such actions constitute an appropriate exercise of the Debtors' business judgment and are in the best interests of the Debtors, their estates, and their creditors.

Marketing and Sale Process

M. The Debtors and their agents conducted all aspects of the marketing and sale process with respect to the Acquired Assets at arm's length, in good faith, and in compliance with

the Bidding Procedures Order. The marketing process undertaken by the Debtors and their agents with respect to the Acquired Assets was adequate, appropriate, and reasonably calculated to maximize value for the benefit of all the Debtors' stakeholders. The Bidding Procedures were duly noticed, substantively and procedurally fair to all parties, and conducted in a diligent, non-collusive, fair, and good-faith manner.

Good Faith of the Buyer; No Collusion

N. The Buyer has acted in good faith in all respects in connection with the Transactions inasmuch as, among other things: (a) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring all or some of the Acquired Assets; (b) the Buyer complied in all respects with the provisions in the Bidding Procedures Order; (c) the Buyer agreed to subject its bid to the competitive bidding process in accordance with the Bidding Procedures; (d) all payments to be made by the Buyer and all agreements or arrangements entered into by the Buyer in connection with the Transactions have been fully disclosed; and (e) the negotiation and execution of the Asset Purchase Agreement and the other Sale Transaction Documents were at arm's length, in good faith, and without collusion. Accordingly, the Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, entitled to all of the rights, benefits, privileges, immunities, and protections of section 363(m) of the Bankruptcy Code.

O. None of the Debtors, the Buyer, or any of their respective representatives or agents has (a) engaged in any conduct that would cause or permit any of the Sale Transaction Documents, the sale of the Acquired Assets, the assumption and assignment of the Assigned Contracts, or the consummation of the Transactions to be avoided or avoidable or for costs or damages to be imposed under section 363(n) of the Bankruptcy Code or (b) acted in bad faith or in any improper or collusive manner.

Highest or Otherwise Best Offer; Credit Bid

P. The purchase price under the Asset Purchase Agreement (the “Purchase Price”) represents fair and reasonable consideration for the Acquired Assets and constitutes the highest or otherwise best offer for the Acquired Assets under the circumstances. The consummation of the Transactions will provide a greater benefit to the Debtors, their estates, and their creditors than any alternative transaction with respect to the Acquired Assets and Assumed Liabilities.

Q. As set forth more fully in the DIP Orders, the DIP Obligations: (a) constitute legal, valid, binding, and non-avoidable obligations of the Loan Parties (as defined in the DIP Orders); (b) are secured by valid, binding, continuing, duly perfected, enforceable and non-avoidable security interests in the DIP Collateral (as defined in the DIP Orders); and (c) may be credit bid as part of any asset sale process that includes the DIP Collateral (as defined in the DIP Orders).

R. In full and final satisfaction, settlement, and release of and in exchange for release of all DIP Claims, on the Effective Date, each DIP Claim shall be credit bid in its entirety in accordance with the Stalking Horse APA and Restructuring Transactions Memorandum and pursuant to section 363(k) of the Bankruptcy Code, and each Holder of a DIP Claim shall receive New Takeback Debt in accordance with the DIP Takeback Exchange and Restructuring Transactions Memorandum. The DIP Claims shall be Allowed in the aggregate amount outstanding under the DIP Credit Agreement Documents as of the Effective Date. Upon satisfaction of all DIP Claims in accordance with the DIP Credit Agreement, all Liens and security interests granted by the Debtors to secure the DIP Claims shall be of no further force or effect.

S. As set forth in the DIP Orders, the Debtors have stipulated that the Prepetition First Lien Obligations (as defined in the DIP Orders): (a) constitute legal, valid, and non-avoidable obligations of the Prepetition First Lien Loan Parties (as defined in the DIP Orders) against each

of the Debtors; (b) were secured by a first lien security interest in and continuing lien on the Debtors' interest in the Prepetition First Lien Collateral (as defined in the DIP Orders); and (c) may be credit bid in the sale of the applicable Prepetition First Lien Collateral (as defined in the DIP Orders) pursuant to section 363(k) of the Bankruptcy Code. The Prepetition First Lien Claims shall be Allowed under Article III.B.3 of the Plan on the Effective Date.

T. The Prepetition Sidecar Claims shall be Allowed, if at all, in accordance with and subject to Article III.B.3, Article III.C, and Article IV.A.4 the Plan. Any Prepetition Sidecar Claim that is not Allowed on the Effective Date shall receive its share of New Takeback Debt or the New Interests, if at all, when such Prepetition Sidecar Claim becomes an Allowed Claim. For the avoidance of doubt, no Prepetition Sidecar Claim shall be deemed an Allowed Prepetition Pari 1L Claim because of its inclusion in the credit bid for the Acquired Assets pursuant to section 363(k) of the Bankruptcy Code.

U. In full and final satisfaction, settlement, and release of, and in exchange for, all Prepetition Pari 1L Claims, on the Effective Date, each Holder of an Allowed Prepetition Pari 1L Claim shall receive, in accordance with the Sale Transaction Documents, its Pro Rata share of (A) the amount of New Takeback Debt remaining after the DIP Takeback Exchange and (B) 100% of the New Interests (subject to dilution by the Management Incentive Plan and the Backstop Commitment Premium (as defined in the DIP Orders)).

V. Pursuant to Article VIII.C. of the Plan, except as otherwise expressly provided in the Plan, the Plan Supplement, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, the Confirmation Order, or this Sale Order, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall

be fully released, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Debtors shall automatically revert to the applicable Debtor, the Trusts, or Exactech NewCo, as applicable, and their successors and assigns, in each case, without any further approval or order of the Court and without any action or Filing being required to be made by any Person or Entity.

W. Pursuant to applicable law, including section 363(k) of the Bankruptcy Code, and in accordance with the DIP Orders, the Buyer is authorized to credit bid in an amount equal to (a) all of the Prepetition First Lien Obligations and (b) the full amount of the Debtors' outstanding obligations under the DIP Facility as of the Closing Date (as defined in the Asset Purchase Agreement), as contemplated in the Asset Purchase Agreement. Any such credit bid is valid and proper consideration pursuant to sections 363(b) and 363(k) of the Bankruptcy Code and the DIP Orders.

No Fraudulent Transfer

X. The Sale Transaction Documents were not entered into, and the Transactions are not being consummated, for the purpose of hindering, delaying, or defrauding any present or future creditors of the Debtors, and none of the parties to the Sale Transaction Documents are consummating the Transactions with any fraudulent or otherwise improper purpose. The Purchase Price constitutes adequate and fair consideration and reasonably equivalent value for the Acquired Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other similar applicable law.

Validity of Transfer

Y. The Acquired Assets are property of the Debtors' Estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and rightful owners of the

Acquired Assets with the right to transfer and convey all title to, and interest in, the Acquired Assets to the Buyer.

Z. The Debtors have full corporate power and authority to perform all their obligations under the Sale Transaction Documents and to consummate the Transactions. Subject to the entry of this Sale Order, no further consents or approvals are required for the Debtors to consummate the Transactions or otherwise perform their obligations under any of the Sale Transaction Documents, except, in each case, as otherwise expressly set forth in the Sale Transaction Documents.

AA. As of the Closing Date, the transfer of the Acquired Assets to the Buyer (including, without limitation, (a) the assumption of the Assigned Contracts by the applicable Debtor(s), and their assignment to the Buyer and (b) subject to the entry of the Confirmation Order, all of Exactech, Inc.’s rights and interests (including membership interests and other equity interests) in JointMedica Limited and the related agreements, including, without limitation, that certain Amended and Restated Exclusive Distribution Agreement, dated as of August 24, 2023, among Exactech, Inc. and JointMedica Limited (as may be amended from time to time, the “Distribution Agreement”) will be a legal, valid, and effective transfer of the Acquired Assets, and will vest the Buyer with all of the Debtors’ right, title, and interest in and to the Acquired Assets, free and clear of all liens, claims, encumbrances, or other interests of any kind or nature (other than the Permitted Encumbrances and Assumed Liabilities) with respect to the Acquired Assets (collectively, the “Interests”), to the fullest extent permissible under applicable law, including, for the avoidance of doubt, all Interests held by TPG VII Osteon Holdings, LP and its affiliates, and including, without limitation, any and all of the following:

- i. liens (including, without limitation, “liens” as that term is defined in section 101(37) of the Bankruptcy Code and whether consensual, statutory, possessory,

judicial, or otherwise), encumbrances, obligations, liabilities, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, subleases, licenses, options, deeds of trust, levies, security interests or similar interest, conditional sale or other title retention agreements, property interests, pledges, judgments, encroachments, restrictive covenants, easements, rights-of-way, servitudes and restrictions on transferability and any other restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Acquired Assets, rights of first refusal or first offer (or any other type of preferential arrangement), rights of offset (except for offsets exercised prior to the Petition Date), contract rights, conditional sale arrangements, deferred purchase price obligations, profit sharing interest, or any similar rights;

- ii. interests, obligations, liabilities, causes of action, demands, guaranties, options, restrictions, and contractual or other commitments, including, without limitation, any potential derivative, vicarious, transferee or successor liability causes of action;
- iii. debts (including those as defined in section 101(12) of the Bankruptcy Code) arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or any of the Debtors' predecessors or affiliates;
- iv. claims (including, without limitation, those that constitute a "claim" as defined in section 101(5) of the Bankruptcy Code), causes of action, payments, charges, judgments, assessments, losses, monetary damages, penalties, fines, fees, interest obligations, deficiencies, debts, obligations, costs, expenses, and other liabilities (whether absolute, accrued, contingent, fixed, or otherwise, and whether known or unknown, due or to become due, or otherwise), including, without limitation: (1) any and all claims or causes of action based on or arising under any labor, employment or pension laws, labor or employment agreements, including any employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (A) Employee Retirement Income Security Act of 1974) (as amended, "ERISA") (B) the Fair Labor Standards Act, (C) Title VII of the Civil Rights Act of 1964, (D) the Federal Rehabilitation Act of 1973, (E) the National Labor Relations Act, (F) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (G) the Americans with Disabilities Act of 1990, (H) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code and of any similar state law, (I) state discrimination laws, (J) state unemployment compensation laws or any other similar state laws, (K) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (L) the WARN Act (29 U.S.C. §§ 2101 et seq.); (2) any rights under any pension or multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of ERISA), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to

which the Debtors have at any time contributed to or had any liability or potential liability; (3) any and all claims or causes of action based upon or relating to any putative successor, product line, or transferee liability; (4) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor affiliate; (5) any Excluded Assets; (6) any and all claims or causes of action based upon or relating to any unexpired and executory contract or unexpired lease that is not an Assigned Contract that will be assumed and assigned pursuant to this Sale Order and the Asset Purchase Agreement; (7) any and all claims or causes of action based upon or relating to any bulk sales, transfer taxes or similar law; (8) any and all claims or causes of action based upon or relating to any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing Date, including, without limitation, any ad valorem taxes assessed by any applicable taxing authority; (9) any other Excluded Liabilities under the Asset Purchase Agreement; (10) any Prepetition Pari 1L Claims not otherwise credit bid; and (11) any and all other claims, causes of action, proceedings, warranties, guaranties, rights of recovery, setoff, rights, remedies, obligations, liabilities, counterclaims, cross-claims, third party claims, demands, restrictions, responsibilities, or contribution, reimbursement, subrogation, or indemnification claims or liabilities based on or relating to any act or omission of any kind or nature whatsoever asserted against any of the Debtors, or any of their respective affiliates, directors, officers, agents, successors or assigns in connection with or relating to the Debtors, their operations, their business, their liabilities, the Bidding Procedures, the Acquired Assets, including the Assigned Contracts, or the Transactions, and claims for reimbursement, contribution claims, derivative, vicarious, transferee, or successor liability claims, indemnity claims, exoneration claims, alter-ego claims, product liability claims, employee retirement or benefit plan claims, severance claims, retiree healthcare or life insurance claims, environmental claims (to the fullest extent allowed by applicable law), state, federal, local and any other tax claims, reclamation claims, and pending, contingent or otherwise unasserted litigation claims, including in all cases claims that may be secured or entitled to priority under the Bankruptcy Code; and

- v. without limiting any of the foregoing, any other liens, claims, encumbrances, or other interests of any kind or nature (other than the Permitted Encumbrances and Assumed Liabilities) with respect to the Acquired Assets that are susceptible to a free and clear sale, in each case as set forth in and in accordance with section 363(f) of the Bankruptcy Code;

in each case, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether known or unknown, now existing or hereinafter arising, contingent or matured, liquidated or unliquidated, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, noticed or unnoticed, recorded or unrecorded, material or non-material, statutory

or non-statutory, legal or equitable, and whether imposed by agreement, understanding, law, equity, or otherwise arising under or out of, in connection with, or in any way related to any of the Debtors, any of the Debtors' interests in the Acquired Assets, or the operation of any of the Debtors' businesses before the Closing Date.

BB. Except as otherwise expressly set forth in the Sale Transaction Documents, the Buyer, and its affiliates, directors, officers, managers, employees, owners (excluding TPG and its Related Parties, in their capacity as such), advisors, professionals, and representatives, and the Ad Hoc Group Members and their Related Parties, each in their capacities as such (each a "Buyer Party" and, together, the "Buyer Parties")⁷ shall not have any liability or responsibility for, or be required to satisfy in any manner, whether in law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any Interest asserted against the Debtors, against any insider of the Debtors, or the Acquired Assets (except as set forth in the Asset Purchase Agreement), in each case, as a result of the Sale Transaction.

Section 363(f) Is Satisfied

CC. The Debtors may sell or otherwise transfer the Acquired Assets free and clear of all Interests because, in each case, one or more of the requirements set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests who did not object, or who withdrew their objections, to the Transactions are deemed to have consented thereto as contemplated in section 363(f)(2) of the Bankruptcy Code. Those holders of Interests who did object, if any, fall within one or more of the other subsections of section 363(f) and are adequately protected by the terms of this Sale Order, including, as applicable, by having their Interests, if any,

⁷ For the avoidance of doubt, and notwithstanding anything to the contrary herein, the terms "Buyer Party" and "Buyer Parties" shall not include (i) TPG or its Related Parties, in their capacity as such, or (ii) the Debtors and their current and former Insiders, Affiliates and Related Parties, in their capacity as such.

attach to the proceeds (if any) of the Transactions attributable to the Acquired Assets in which such holder alleges or asserts an Interest, in the same order of priority, with the same validity, force, and effect, that such Interest had immediately prior to the Closing Date, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

Necessity of Free and Clear Transfer

DD. The Buyer would not have entered into the Sale Transaction Documents and would not consummate the Transactions if (a) the transfer of the Acquired Assets, including the assumption, assignment, and transfer of the Assigned Contracts, were not free and clear of all Interests or (b) Buyer or any Buyer Party would, or in the future could, be liable for or in connection with any such Interests. The lack of ability to transfer the Acquired Assets free and clear of all Interests, including rights or claims based on any principle of successor, product line, or transferee liability, would adversely impact the Debtors' efforts to maximize the value of their estates, and a transfer of the Acquired Assets other than free and clear of all Interests would be of substantially less benefit to the Debtors' estates.

Not a Successor

EE. The Buyer and the Buyer Parties are not and shall not be deemed to, as a result of any action taken or not taken in connection with the Transactions: (a) be a successor to or a mere continuation or substantial continuation (or other such similarly situated party) to the Debtors or their estates (other than as expressly stated in the Asset Purchase Agreement with respect to the Assumed Liabilities); (b) have, *de facto* or otherwise, merged or consolidated with or into the Debtors; or (c) otherwise incur successor-type liability on account of a "product line" or similar theory. Neither the Buyer nor any of the Buyer Parties will assume or in any way be responsible

for any liability or obligation of any Debtor and/or its Estate, other than to the extent expressly provided in the Asset Purchase Agreement or this Sale Order.

Assumption and Assignment of the Assigned Contracts

FF. The Debtors have demonstrated that (a) it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the Buyer in connection with the consummation of the Transactions and (b) the assumption and assignment of the Assigned Contracts to the Buyer is in the best interests of the Debtors, their estates, and their stakeholders. The Assigned Contracts are an integral part of the Acquired Assets and, accordingly, the assumption and assignment to the Buyer of the Assigned Contracts enhance the value of the Debtors' estates. Each and every provision of each Assigned Contract or of any applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning, the assignment of the Assigned Contracts to the Buyer has been or will be satisfied or is unenforceable under section 365 of the Bankruptcy Code. Any non-Debtor counterparty to an Assigned Contract that has not filed with this Court an objection to the assumption and assignment of such Assigned Contract in accordance with the terms of the Bidding Procedures Order and Assumption Notice is deemed to have consented to such assumption and assignment for all purposes.⁸

GG. To the extent necessary or required by applicable law, the Debtors (or the Buyer on behalf of the Debtors) have or will have, as of the Closing Date: (a) cured, or provided adequate assurance of curing, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the

⁸ Pursuant to the Second Supplemental Assumption Notice, counterparties to the contracts listed on Exhibit A to the Second Supplemental Assumption Notice shall have until April 7, 2025 to file an objection to the Cure Payment or assumption and assignment of the applicable contract (including adequate assurance of future performance). In the absence of such an objection, this Sale Order shall be binding on the counterparties to the contracts listed on Exhibit A to the Second Supplemental Assumption Notice.

Bankruptcy Code, any curable default under each Assigned Contract existing on the Closing Date and (b) provided compensation, or adequate assurance of compensation, to each non-Debtor counterparty for any actual pecuniary loss to such counterparty resulting from a default under the applicable Assigned Contract within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. Any non-Debtor counterparty to an Assigned Contract that has not filed with this Court an objection to the Cure Payment with respect to the applicable Assigned Contract is deemed to have consented to such Cure Payment for all purposes. The amounts of the Cure Payments set forth on Exhibit 1 attached to the Assumption Notice (or any supplemental notice served in accordance with the Assumption and Assignment Procedures or an order of this Court) are the sole amounts necessary to cure any and all curable defaults under the Assigned Contracts under sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and, upon payment of such Cure Payment, the Debtors shall have no further liability under the applicable Assigned Contract whatsoever.

HH. The promise of the Buyer to perform the obligations arising under the Assigned Contracts after their assumption by the Buyer constitutes adequate assurance of future performance under such contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the non-Debtor counterparties to the Assigned Contracts. Any objections to the foregoing or otherwise related to or in connection with the assumption, assignment, or transfer of any Assigned Contract to the Buyer are hereby overruled on the merits or otherwise treated as set forth in paragraph 2 below.

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

General Provisions

1. The Sale Motion is granted, and the Transactions are approved, in each case, as set forth in this Sale Order, *provided, however*, that the Closing Date shall not occur until the Effective Date.

2. All objections to the Sale Motion or the relief requested therein, including the assumption and assignment of the Assigned Contracts and the determination of the Cure Payments that have not been withdrawn, waived, resolved, adjourned, or otherwise settled as set forth herein, as announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby overruled on the merits. Those parties who did not object to the Sale Motion or the entry of this Sale Order, or who withdrew their objections, are deemed to have consented to the relief granted herein for all purposes, including, without limitation, pursuant to sections 363(f)(2) and 365(c) of the Bankruptcy Code.

Approval of Entry into Asset Purchase Agreement; Binding Nature

3. Subject to compliance with requirements set forth in this Sale Order, the Debtors are authorized to enter into and consummate the transactions under the Asset Purchase Agreement and the other Sale Transaction Documents.

4. The consideration provided by the Buyer for the Acquired Assets shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other similar applicable law. The Transactions shall not be avoided by any person or entity, and costs or damages shall not be imposed or awarded

against the Buyer, any of the Buyer Parties, or the Acquired Assets under section 363(n) or any other provision of the Bankruptcy Code.

5. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (a) consummate the Transactions pursuant to, and in accordance with the terms and conditions of, the Sale Transaction Documents and otherwise comply with the terms of this Sale Order and (b) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their obligations in accordance with the terms of the Sale Transaction Documents, in each case without further notice to or order of this Court.

6. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its rights or remedies under any Sale Transaction Document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Sale Order; *provided* that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

7. This Sale Order shall be binding in all respects upon the Debtors, their estates, all holders of Interests, including claims against, or equity interests in, the Debtors (in all cases, whether known or unknown, matured or unmatured, liquidated or contingent), all non-Debtor parties to the Assigned Contracts, the Buyer, the Buyer Parties, and all successors and assigns of any of the foregoing, including, without limitation, any trustee, if any, subsequently appointed in these Chapter 11 Cases or upon conversion of any Chapter 11 Case to a case under chapter 7 of

the Bankruptcy Code, or any other case fiduciaries, plan administrators, liquidating trustees, or other estate representatives appointed or elected in the Debtors' bankruptcy cases.

Good Faith

8. The reversal or modification on appeal of the authorization provided herein to consummate the Transactions shall not alter, affect, limit, or otherwise impair the validity of the Transactions (including the assumption, assignment, and/or transfer of the Assigned Contracts), unless such authorization and consummation are duly stayed pending such appeal. The Buyer shall have the full rights, benefits, privileges, and protections of a good faith purchaser under section 363(m) of the Bankruptcy Code.

Transfer of Assets Free and Clear of Encumbrances; Injunction

9. Pursuant to sections 105(a), 363(b), 363(f), 365(a), 365(b), and 365(f) and, subject to this Court's confirmation of a chapter 11 plan that is materially consistent with this Sale Order and the Sale Transaction Documents, sections 1123(a)(5), 1123(b)(4), and 1141 of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets (including, but not limited to, the Assigned Contracts and, subject to entry of the Confirmation Order, Exactech, Inc.'s rights and interests (including membership interest and other equity interests) in JointMedica Limited and the related agreements (including, without limitation, the Distribution Agreement)) to the Buyer at the Closing in accordance with the Asset Purchase Agreement and the other Sale Transaction Documents, free and clear of any and all Interests. Upon and as of the Closing Date, such transfer shall constitute a legal, valid, binding, and effective transfer of the Acquired Assets free and clear of all Interests (except as expressly provided in the Sale Transaction Documents) and shall vest the Buyer with all right, title and interest in and to the Acquired Assets subject only to the Permitted Encumbrances and Assumed Liabilities.

10. All Interests shall attach solely to the proceeds (if any) of the Acquired Assets in which the applicable holder alleges or asserts an Interest, with the same validity, priority, force, and effect that each such Interest now has as against the applicable Acquired Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto. On and as of the Closing, all Interests of any kind or nature whatsoever shall have been unconditionally released, discharged, and terminated. The provisions of this Sale Order authorizing and approving the transfer of the Acquired Assets free and clear of all Interests shall be self-executing upon the Closing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or any other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

11. Except as expressly permitted by the Asset Purchase Agreement or this Sale Order, all persons or entities holding Interests of any kind or nature whatsoever prior to the Closing are hereby forever barred and estopped from asserting, on any basis or legal theory, such Interests against the Buyer, any of the Buyer Parties, and each of their respective properties and assets, including, without limitation, the Acquired Assets. To the extent that any holders of Interests have objected to the Transactions, such objections are expressly overruled unless explicitly preserved in this Sale Order. All persons or entities that are in possession of any portion of the Acquired Assets on the Closing Date shall promptly surrender possession thereof to the Buyer as of the Closing Date. For the avoidance of doubt, the injunction set forth in this paragraph 11 extends to Excluded Product Liability Claims and the holders thereof.

12. Upon and after the Closing, each person or entity holding an Interest with respect to the Acquired Assets shall execute such documents and take all other actions as may be reasonably necessary to release such Interest to the extent that such Interest may have been

recorded or filed. Upon and after the Closing, the Buyer shall be authorized to execute and file, on behalf of each holder of an Interest with respect to the Acquired Assets, such documents, and take all other actions as may be reasonably necessary to release, discharge, and terminate any Interest, such as termination statements, mortgage releases or lien terminations, or any other comparable documents in any required jurisdiction. This Sale Order constitutes authorization under all applicable versions of the Uniform Commercial Code (the “UCC”) and other applicable law for the Buyer to, upon and after the Closing, file UCC and other applicable termination statements for all Interests with respect to the Acquired Assets. Upon and after the Closing, the Buyer may, but shall not be required to, file a certified copy of this Sale Order in any filing or recording office in any federal, state, county, or other jurisdiction in which any of the Debtors is incorporated or has real or personal property, and such filing shall be sufficient to release, discharge, and terminate any of the Interests as of the Closing Date as set forth in this Sale Order.

13. The transfer of the Acquired Assets to the Buyer pursuant to the Asset Purchase Agreement and the other Sale Transaction Documents shall not require any consents other than specifically provided for in the Asset Purchase Agreement or in this Sale Order.

14. This Sale Order shall constitute, as of the Closing Date, for any and all purposes, a full and complete general assignment, conveyance, and transfer to the Buyer of all of the Debtors’ title and interest in the Acquired Assets. This Sale Order is and shall be effective as a determination that, on the Closing Date, all Interests of any kind or nature whatsoever existing as to the Acquired Assets on the Closing Date have been unconditionally released, discharged, and terminated to the fullest extent permitted by applicable law, with any such Interests attaching to the applicable proceeds (if any). Upon and after the Closing Date, all persons or entities that may be required by operation of law, the duties of their office, or contract to accept, file, register, or

otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease (including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials) are authorized to accept, and may accept, for filing any and all of the documents and instruments necessary and appropriate to release, discharge, and terminate any of the Interests or to otherwise consummate the Transactions, including a certified copy of this Sale Order in lieu of any of the foregoing.

Assigned Contracts; Cure Payments

15. Pursuant to sections 105(a), 363, and 365 (and, subject to this Court's confirmation of a chapter 11 plan that is materially consistent with this Sale Order and the Sale Transaction Documents, 1123) of the Bankruptcy Code, and subject to the occurrence of the Closing, the Debtors' assumption of the Assigned Contracts and their assignment and transfer to the Buyer free and clear of all Interests is hereby authorized and approved, subject to the terms of this Sale Order. Except as otherwise specifically set forth herein, in an order of the Court, in the Plan, in the Bidding Procedures Order, in the Sale Transaction Documents, or in the Confirmation Order, assumptions and assignments and rejections of Executory Contracts and Unexpired Leases are subject to and effective as of the Effective Date.

16. To the extent that a non-Debtor counterparty to an Assigned Contract has failed to timely object to the proposed Cure Payment(s) in accordance with the Bidding Procedures Order and Assumption Notice, such Cure Payment(s) shall be deemed to be finally determined, and such non-Debtor counterparty shall be prohibited from challenging, objecting to, or denying the sufficiency and finality of such Cure Payment(s). The payment of the applicable Cure Payments

(if any), or the reservation by the Debtors (or by the Buyer on behalf of the Debtors) of an amount of cash that is equal to the lesser of: (a) the amount asserted by the counterparty to an Assigned Contract and (b) the amount approved by order of this Court for such purpose shall, pursuant to section 365 of the Bankruptcy Code, (x) cure, or provide adequate assurance of cure, of all curable defaults under the applicable Assigned Contract and (y) compensate the non-Debtor counterparty to such Assigned Contract for any actual pecuniary loss resulting from such default, or provide adequate assurance of such compensation; *provided, however*, that notwithstanding anything in the Plan, the Sale Transaction Documents, the Plan Supplement, or otherwise to the contrary, any non-Debtor party to any Assigned Contract shall be entitled to receive, and nothing herein shall release or result in the satisfaction of such party's right to receive, payment in full of all Cure Payments and all amounts that have accrued or otherwise arisen between the Petition Date and the Closing Date (but are not in default as of the Closing Date) with respect to any Assigned Contract; *provided, further*, that all amounts that have accrued or otherwise arisen as of the Closing Date (but are not in default as of the Closing Date) with respect to any Assigned Contract shall be satisfied by the Buyer in accordance with the terms of such Assigned Contract.

17. As of the Closing Date, other than the payment or reservation referred to in the preceding paragraph, neither the Debtors nor the Buyer shall have any liabilities or obligations to the non-Debtor counterparties to the Assigned Contracts, and the non-Debtor counterparties to the Assigned Contracts shall be forever barred and estopped from seeking any additional amounts from, or asserting claims against, the Debtors, their estates, the Buyer, the Buyer Parties, or their respective properties (including the Acquired Assets) that arose, accrued, or were incurred at any time on or prior to the Closing Date.

18. To the extent that any provision in any Assigned Contract (including, without limitation, any “change of control” provision) (a) prohibits, restricts, or conditions (or purports to prohibit, restrict, or condition) such assumption and/or assignment or (b) is modified, breached, or terminated (or deemed modified, breached, or terminated) by (i) the commencement of these Chapter 11 Cases, (ii) the Debtors’ insolvency or financial condition, (iii) the Debtors’ assumption and/or assignment of such Assigned Contract, or (iv) the consummation of the Transactions, including, without limitation, any provision that purports to allow the non-Debtor counterparty to terminate or modify such Assigned Contract, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith, such provision shall constitute an unenforceable anti-assignment provision that is void *ab initio* and of no force and effect with respect to the Transactions.

19. As of the Closing Date, in accordance with section 365 (and, subject to this Court’s confirmation of a chapter 11 plan that is materially consistent with this Sale Order and the Sale Transaction Documents, section 1123) of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all of the Debtors’ right, title, and interest in and under the Assigned Contracts free and clear of any Interest, and each Assigned Contract shall be fully enforceable by the Buyer in accordance with its terms and conditions. Upon and as of the Closing Date, the Buyer shall be deemed to be substituted for the applicable Debtor counterparty to each Assigned Contract and, accordingly, the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts. The Buyer shall have no liability arising or accruing under the Assigned Contracts on or prior to the Closing Date except as otherwise expressly provided in the Asset Purchase Agreement or this Sale Order.

20. The Buyer shall be deemed to have provided adequate assurance of future performance under each Assigned Contract within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the non-Debtor counterparty. The non-Debtor counterparties to the Assigned Contracts are barred from challenging, objecting to, or denying the validity and finality of the adequate assurance of future performance by the Buyer.

21. Except as expressly otherwise provided in this Sale Order, as of the Closing Date, the Buyer shall enjoy all the Debtors' rights, benefits, and privileges under each Assigned Contract without the necessity to obtain any person's or entity's consent to the assumption or assignment thereof.

22. Nothing in this Sale Order, the Sale Motion, or in any notice or any other document is or shall be deemed an admission by the Debtors that any Assigned Contract is an executory contract or unexpired lease within contemplation of section 365 of the Bankruptcy Code.

23. Notwithstanding anything to the contrary in the Sale Motion, any Sale Transaction Document, or this Sale Order, from and after the Closing Date, the Buyer shall comply with the terms and conditions of each Assigned Contract. The assignment of any Assigned Contract to the Buyer shall not constitute an alteration, limitation, modification, waiver, or release of any rights, remedies and/or defenses of the Buyer with respect to such Assigned Contract. Buyer shall be solely responsible for the payment, performance, and discharge when due of Liabilities under the Assigned Contracts that arise from the time of and after the Closing Date or that are otherwise payable from the time of and after the Closing Date. For the avoidance of doubt, current Liabilities accruing in the ordinary course of business under Assigned Contracts from and after the time Buyer

designates such Contracts as Assigned Contracts in accordance with the Asset Purchase Agreement shall be Assumed Liabilities.

24. For the avoidance of doubt, nothing in this Sale Order shall constitute an alteration, limitation, modification, waiver, or release of any rights, remedies, and/or defenses of any party to any Excluded Contract (as defined in the Asset Purchase Agreement) against any counterparty to such Excluded Contract, including, but not limited to, any right or defense of setoff or recoupment held by such party. Further, nothing in this Sale Order shall constitute a sale or transfer of any rights against any non-Debtor counterparty set forth in any such Excluded Contract.

25. Within three (3) business day of the Closing, the Debtors shall file a notice of the Closing, attaching the list of the Assigned Contracts assumed and assigned to the Buyer effective as of the Closing Date.

26. For the avoidance of doubt, any agreements between the Sellers and JointMedica Limited, including the Distribution Agreement and the Shareholders Agreement, shall not be considered Assigned Contracts and may not be assumed, assumed and assigned, or transferred to the Buyer unless and until the Confirmation Order is entered.

Injunction; No Successor Liability

27. Effective upon the Closing Date, and except as expressly set forth in the Sale Transaction Documents, all persons and entities are forever barred and estopped from asserting against the Buyer or any of Buyer Parties any Interest of any kind or nature whatsoever that such person or entity had, has, or may have against or in the Debtors, their estates, officers, directors, managers, and shareholders, or the Acquired Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative,

arbitral, or other proceeding) to collect or recover on account of such Interest; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (c) creating, perfecting, or enforcing such Interest; (d) asserting any right of subrogation or setoff; (e) commencing or continuing any action (including, without limitation and for the avoidance of doubt, any action related to or arising from any Excluded Product Liability Claim) that is inconsistent with this Sale Order, other orders of this Court, the Sale Transaction Documents, or any other agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating, failing, or refusing to transfer or renew any license, permit, or authorization to operate any of the Acquired Assets or conduct the Sellers' business in connection with the Transactions, in each case, as against the Buyer or any of the Buyer Parties or any of its or their respective properties or assets, including the Acquired Assets.

28. To the greatest extent available under applicable law, and subject to paragraph 37 hereof, the Buyer shall be authorized, as of the Closing Date, to operate under any Permits and Governmental Authorizations (each as defined in the Asset Purchase Agreement) of the Debtors with respect to the Acquired Assets and the Sellers' business, and all of the rights' interests, and, to the extent transferrable under applicable law, all benefits (if any) accruing under all such Permits and Governmental Authorizations, and all pending applications therefor, are deemed to have been, and hereby are, deemed to be transferred to the Buyer as of the Closing Date.

29. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Acquired Assets or the Sellers' business on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Transactions. Each and every federal, state, and local governmental agency

or department is hereby authorized to accept for registration or any other purpose any and all documents and instruments necessary and appropriate to consummate the Transactions.

30. Subject to the terms, conditions, and provisions of this Sale Order, and other than with respect to the Permitted Encumbrances and Assumed Liabilities, all persons and entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere with the ability of the (a) Debtors to sell and transfer the Acquired Assets to the Buyer in accordance with the terms of the Sale Transaction Documents and this Sale Order, and (b) Buyer to acquire and take possession of the Acquired Assets in accordance with the terms of the Sale Transaction Documents and this Sale Order.

31. The Buyer shall not be deemed to (a) be the successor of the Debtors, (b) have, *de facto* or otherwise, merged with or into the Debtors, (c) be a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors, (d) be a successor employer as defined in the Tax Code (as defined in the Asset Purchase Agreement) or by the U.S. National Labor Relations Board or under other applicable Law, or (e) be liable for any acts or omissions of the Debtors, their predecessors or affiliates in the conduct of the business or arising under or related to the Acquired Assets other than as set forth in the Sale Transaction Documents (whether on a product-line theory or otherwise). Except as otherwise provided in the Sale Transaction Documents or this Sale Order, the Buyer shall have no successor or vicarious liability of any kind or character, whether known or unknown, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Acquired Assets or any liabilities of the Debtors arising prior to the Closing Date.

32. Except as expressly set forth in the Asset Purchase Agreement with respect to Assumed Liabilities and Permitted Encumbrances, the transfer of the Acquired Assets, including,

without limitation, the assignment of any Assigned Contract to the Buyer, shall not cause or result in, or be deemed to cause or result in, the Buyer or any of the Buyer Parties having any liability, obligation, or responsibility arising under any doctrines of successor, transferee, or vicarious liability of any kind or character, including, but not limited to, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee, or transferee liability, labor, tort, product liability, employment, *de facto* merger, substantial continuity, product-line, or other law, rule, or regulation, (a) known or unknown as of the Closing Date, now existing or hereafter arising, (b) asserted or unasserted, fixed or contingent, or liquidated or unliquidated with respect to any obligations of the Debtors arising prior to the Closing Date, breach of fiduciary duty, aiding or abetting breach of fiduciary duty, or otherwise; (c) at law or in equity, directly or indirectly, or (d) by payment or otherwise. No Buyer or any of Buyer Parties shall be deemed to have expressly or implicitly assumed any of the Debtors' liabilities other than the Assumed Liabilities.

Release

33. As of the Effective Date, Debtors Osteon Intermediate Holdings II, Inc., Exactech, Inc., and Xpandortho, Inc. (collectively, the "Sellers"), on their own behalf and on behalf of their respective successors, assigns, and representatives who may purport to assert any Claim or Cause of Action directly, and any and all other Entities who may purport to assert any Claim or Cause of Action derivatively, by, through, or for Sellers or their Estates, or their respective successors or assigns shall be deemed to release (a) each of the Ad Hoc Group Members, (b) Exactech NewCo, (c) the Buyer, (d) the DIP Agent, (e) the Prepetition First Lien Agent, and (f) the Related Parties of the foregoing clauses (a) through (e), in each case solely to the extent that such Persons or

Entities are Released Parties under the Plan (collectively, the “Buyer Released Parties”),⁹ from any and all Claims and Causes of Action, including any derivative Claims asserted or assertable on behalf of any of the Sellers, that the Sellers would have been legally entitled to assert (whether individually or collectively) with respect to, based on or relating to, or in any manner arising from, in whole or in part, the Sellers, Acquired Entities (including the capital structure, management, ownership or operation thereof), or the Acquired Assets, the business operations of the Sellers and the Acquired Entities, actions taken by the Sellers’ boards of directors, the purchase, sale or rescission of any security of the Sellers, the subject matter of the business or contractual arrangements between or among any of the Sellers or Buyer Released Parties, the Sellers’ restructuring efforts, the ownership or operation of the Sellers, the distribution of any cash or other property of the Sellers to any Buyer Released Parties, the assertion of enforcement of rights or remedies against the Sellers, the Sellers’ in- or out-of-court restructuring efforts, any Avoidance Actions (as defined in the DIP Order) (but excluding Avoidance Actions brought as counterclaims or defenses to claims asserted against the Sellers), intercompany transactions, the restructuring transactions and the Sale Transaction, entry into the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, any term sheets, the Restructuring Support Agreement, the Bidding Procedures, the DIP Documents, the Asset Purchase Agreement, the Sale Transaction Documents or any other documents relating to any of the foregoing created or entered into in connection with the Sale Transaction, the Asset Purchase Agreement, Sale Transaction Documents, or the DIP Documents, or any other act or omission, transaction, agreement, conduct, circumstance, event or other occurrence with respect to the

⁹ For the avoidance of doubt, the term “Buyer Released Parties” shall not include (i) TPG or its Related Parties, in their capacity as such, or (ii) the Debtors and their current and former Insiders, Affiliates and Related Parties, in their capacity as such.

foregoing occurring or taking place on or prior to the later of (i) the Effective Date and (ii) if any Acquired Assets remain with the Debtors after the Effective Date, the transfer of such Acquired Assets to the Buyer; *provided that* nothing herein shall release the Buyer of its obligations under the Asset Purchase Agreement, this Sale Order and the other Sale Transaction Documents. As of the Effective Date, each of the Sellers on their own behalf, and on behalf of their respective successors, assigns, and representatives, covenants not to sue any of the Buyer Released Parties, or to instigate, initiate, or pursue against any of them, in any manner of judicial or administrative proceeding on such Seller's own behalf or on behalf of any other Person, regarding or in connection with any of the Claims or Causes of Action released pursuant to this Sale Order. Notwithstanding anything to the contrary in this paragraph 33, the releases set forth above do not relieve any party of liability for an act or omission to the extent such act or omission is determined by Final Order to constitute fraud, willful misconduct, or gross negligence.

Miscellaneous

34. Neither the Buyer nor the Debtors shall have an obligation to close the Transactions until all conditions precedent set forth in the Asset Purchase Agreement to each of their respective obligations to close the Transactions have been met, satisfied, or waived in accordance with the terms of the Sale Transaction Documents, including the occurrence of the Effective Date (as defined in the Plan).

35. Following entry of this Sale Order, Sellers may not terminate the Asset Purchase Agreement pursuant to Section 8.1(g) thereof.

36. Nothing in this Sale Order shall release, waive, discharge, or in any way impair any Retained Causes of Action, all which Retained Causes of Action shall be unaffected by this Sale Order and the Sale Transaction Documents and may be commenced, prosecuted, and settled by

the Trusts in accordance with the terms of the Plan and the Trust Agreements; *provided, however*, that, for the avoidance of doubt, the Retained Causes of Action shall not include any Claims or Causes of Action released pursuant to the Plan or this Sale Order.

37. Nothing in this Sale Order shall modify or waive any closing conditions or termination rights set forth in any Sale Transaction Documents, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

38. Nothing in this Sale Order or any Sale Transaction Documents releases, nullifies, precludes, or enjoins the enforcement of any liability to a governmental unit on account of its police or regulatory powers that the Buyer would be subject to as the owner or operator of property after the Closing Date. Nothing in this Sale Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

39. The failure to specifically include any particular provision of any Sale Transaction Document in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Asset Purchase Agreement and the other Sale Transaction Documents are authorized and approved in their entirety, subject to the terms of this Sale Order.

40. The Sale Transaction Documents may be modified, amended, or supplemented in compliance with their respective terms in a written instrument signed by the parties thereto,

without further notice to or order of this Court so long as such modification, amendment or supplement is not material and adverse to the Debtors, their Estates, and third-parties.

41. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b), to, among other things: (a) interpret, implement, and enforce the terms and provisions of this Sale Order, any Sale Transaction Document, any amendments thereto, and any waivers and consents given thereunder; (b) compel delivery of the Acquired Assets to the Buyer and of the Purchase Price to the Debtors; (c) enforce the injunctions and limitations of liability set forth in this Sale Order; and (d) enter any orders under sections 363 and 365 of the Bankruptcy Code with respect to the Assigned Contracts.

42. The Financed Equipment (the “Financed Equipment”), more specifically described in Exhibit A to the Finance Agreement dated March 4, 2024 (the “Contract”) by and between LEAF Capital Funding, LLC (“LEAF”) and Exactech, Inc. (“Exactech”), shall not be sold without the consent of LEAF. LEAF shall not be deemed to consent to any sale of the Financed Equipment unless and until the amounts due to LEAF regarding the Financed Equipment, \$507,340.62, as of May 21, 2025, plus \$28,734.50 in reasonable and documented attorneys’ fees and costs as of May 21, 2025, plus reasonable attorneys’ fees and other costs that accrue from and after May 21, 2025 until the Closing, and would be due pursuant to the terms of the documents, is paid in full to LEAF prior to or at the Closing in accordance with the Plan.

43. For the avoidance of doubt, notwithstanding any provisions in (i) any other paragraph of this Sale Order, (ii) any Chapter 11 plan of the Debtors and/or (iii) any order confirming a chapter 11 plan of the Debtors, to the extent that the Debtors assume the Master Equipment Lease Agreement dated December 27, 2023 (the “Master Lease”), between MidCap Equipment Finance LLC (“MidCap”) and Exactech, Inc., or any agreement between MidCap and

Exactech, Inc. relating to the Master Lease (such Master Lease together with Equipment Schedule #0001 thereto and all other exhibits, addenda and other attachments to Equipment Schedule #0001 are referred to herein as the “MidCap Lease”), (a) the Debtors shall assume each agreement constituting part of the MidCap Lease, and (b) any and all monetary obligations that are due and owing under the MidCap Lease as of the Closing (including (i) any tax indemnity obligations for tax years prior to 2025, (ii) \$58,609.90 in reasonable and documented attorneys’ fees and reasonable and documented out-of-pocket expenses incurred by MidCap as of April 30, 2025, and (iii) reasonable and documented attorneys’ fees and reasonable and documented out-of-pocket expenses incurred by MidCap between April 30, 2025 and Closing, which fees and expenses shall be no more than \$10,200.00, if Closing occurs no later than June 15, 2025) shall constitute Cure Payments, regardless of whether such obligations have been billed to Exactech, Inc. as of the date of this Sale Order, and such Cure Payments (to the extent billed to Exactech, Inc. prior to Closing) shall be paid to MidCap at or before the Closing Date. For the avoidance of doubt, to the extent that the MidCap Lease becomes an Assigned Contract, nothing in this Sale Order, any Chapter 11 plan of the Debtors, or any order confirming a chapter 11 plan of the Debtors modifies or otherwise alters any obligations that may become due following Closing (including, without limitation, any tax indemnity obligations for the 2025 tax year and any tax years thereafter) in the ordinary course under the terms of the MidCap Lease.

44. The Debtors shall cure all defaults and pay all amounts owed under the License Agreement among Hospital for Special Surgery (“HSS”) and Exactech, Inc. dated as of January 1, 2008 (the “HSS License Agreement”), as and when such amounts become due and payable in accordance with the terms of the HSS License Agreement, which shall be no less than \$134,065.67. Any and all prepetition claims or causes of action that the Debtors or their estates may have against

HSS arising under or relating to the HSS License Agreement, are hereby fully and irrevocably released, waived, and discharged.

45. For the avoidance of doubt and notwithstanding anything in the Sale Transaction Documents to the contrary, XpandOrtho, Inc. shall not be an Acquired Entity.

46. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

47. The provisions of this Sale Order are non-severable and mutually dependent.

Dated: September 17th, 2025
Wilmington, Delaware


LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Asset Purchase Agreement

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

This is a draft agreement only, and delivery or discussion of this draft agreement is not, and will not be deemed or construed to be, an offer or commitment with respect to the proposed transaction to which this draft agreement relates. Notwithstanding the delivery of this draft agreement or any other past, present or future written or oral indications of assent, or indications of the result of negotiations or agreements, no party to the proposed transaction (and no person or entity related to any such party) will be under any legal obligation whatsoever with respect to the proposed transaction unless and until the definitive agreement providing for such transaction has been executed and delivered by all parties thereto.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I PURCHASE AND SALE OF THE ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES.....	1
1.1 Purchase and Sale of the Acquired Assets	1
1.2 Excluded Assets	4
1.3 Assumption of Certain Liabilities	7
1.4 Excluded Liabilities	8
1.5 Assumption/Rejection of Certain Contracts	9
ARTICLE II CONSIDERATION; PAYMENT; CLOSING	12
2.1 Consideration	12
2.2 Closing	12
2.3 Closing Deliveries by Sellers.....	12
2.4 Closing Deliveries by Purchaser	13
2.5 Withholding	13
ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLERS.....	14
3.1 Organization and Qualification.....	14
3.2 Authorization of Agreement	14
3.3 Conflicts; Consents	14
3.4 Equity Interests of Acquired Entities.....	15
3.5 Financial Statements	15
3.6 Title to Properties.....	16
3.7 Title to Acquired Assets; Sufficiency	16
3.8 Contracts	17
3.9 No Litigation.....	18
3.10 Permits; Compliance with Laws	18
3.11 Environmental Matters.....	19
3.12 Intellectual Property.....	19
3.13 Tax Matters	22
3.14 Seller Plans.....	23
3.15 Employees.....	24
3.16 Affiliate Transactions.....	25
3.17 Brokers.....	25
3.18 Accounts Receivable; Accounts Payable.....	25
3.19 Inventory	25
3.20 Material Customers; Material Suppliers	25
3.21 Government Contracts	26
3.22 Product Liability	27
3.23 No Other Representations or Warranties	27

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER	27
4.1 Organization and Qualification.....	27
4.2 Authorization of Agreement	28
4.3 Conflicts; Consents	28
4.4 Financing.....	29
4.5 Brokers.....	29
4.6 Investment Representation; Investigation.....	29
4.7 No Litigation.....	29
4.8 Certain Arrangements	29
4.9 No Foreign Person	30
4.10 No Additional Representations or Warranties	30
4.11 No Outside Reliance	30
ARTICLE V BANKRUPTCY COURT MATTERS	31
5.1 Bankruptcy Actions	31
5.2 Cure Costs.....	32
5.3 Plan Confirmation and Sale Order.....	33
5.4 Approval	33
ARTICLE VI COVENANTS AND AGREEMENTS	33
6.1 Conduct of Business of Sellers	33
6.2 Access to Information	37
6.3 Employee Matters	39
6.4 Regulatory Approvals	41
6.5 Competition and FDI Notifications	41
6.6 Reasonable Efforts; Cooperation	44
6.7 Further Assurances.....	44
6.8 Insurance Matters.....	44
6.9 Receipt of Misdirected Assets; Liabilities	44
6.10 Directors' and Officers' Indemnification.....	45
6.11 Manufacture of Medical Devices.....	46
6.12 Australian Proceedings.	46
6.13 UK Proceedings.	47
6.14 Exclusivity.	48
ARTICLE VII CONDITIONS TO CLOSING.....	48
7.1 Conditions Precedent to the Obligations of Purchaser and Seller	48
7.2 Conditions Precedent to the Obligations of Purchaser	49
7.3 Conditions Precedent to the Obligations of Seller.	50
7.4 Waiver of Conditions.....	51

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE VIII TERMINATION	51
8.1 Termination of Agreement.....	51
8.2 Effect of Termination.....	53
ARTICLE IX TAXES	54
9.1 Transfer Taxes	54
9.2 Allocation of Purchase Price.....	54
9.3 Cooperation.....	54
9.4 Retroactive Tax Elections	55
9.5 Tax Treatment	55
ARTICLE X MISCELLANEOUS	55
10.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers	55
10.2 Expenses	55
10.3 Notices	56
10.4 Binding Effect; Assignment.....	57
10.5 Amendment and Waiver	57
10.6 Third Party Beneficiaries	57
10.7 Non-Recourse	57
10.8 Severability	57
10.9 Construction.....	58
10.10 Schedules	58
10.11 Complete Agreement	58
10.12 Specific Performance.....	59
10.13 Jurisdiction and Exclusive Venue	59
10.14 Governing Law; Waiver of Jury Trial	60
10.15 Counterparts and PDF.....	60
10.16 Publicity	61
10.17 Bulk Sales Laws.....	61
10.18 Time of Essence	61
10.19 Sellers' Representative.....	61
ARTICLE XI ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS.....	62
11.1 Certain Definitions.....	62
11.2 Index of Defined Terms	72
11.3 Rules of Interpretation	73

TABLE OF CONTENTS

Page

INDEX OF EXHIBITS

EXHIBIT A	FORM OF BILL OF SALE
EXHIBIT B	FORM OF TRADEMARK ASSIGNMENT AGREEMENT
EXHIBIT C	FORM OF COPYRIGHT ASSIGNMENT AGREEMENT
EXHIBIT D	FORM OF PATENT ASSIGNMENT AGREEMENT

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 or in the Approved Plan, as applicable.

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. 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 Confirmation Order 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 Confirmation Order 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 Confirmation Order and Sale Order by the Bankruptcy Court and such transactions are expected to be consummated concurrently with the effective date of the Approved 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 Confirmation Order 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, GUC Reserve and Plan Payment; provided, that, any portion of the remaining Wind-Down Amount upon entry of a final decree of the Confirmation Order shall be distributed to the Purchaser (the "Purchaser's Reversionary Interest");

(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 (provided, that, solely to the extent that the official committee of unsecured creditors appointed in the Bankruptcy Cases (the “Committee”) does not object to the transactions contemplated by this Agreement or entry of the Sale Order (A) any estate claims or causes of action against any current or former Insiders or Affiliates (each as defined in the Bankruptcy Code) of the Sellers (“Insider Causes of Action”), other than individuals employed by the Debtors as of the Closing, including officers and directors (“Current Employees”) and (B) any Insider Causes of Action against any Current Employees that are either (I) determined by the Bankruptcy Court to be “plausible” causes of action based on a motion to dismiss standard or (II) agreed to be “plausible” causes of action as between the Committee and Purchaser shall be Excluded Assets).

(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;

(s) copies of all Tax Returns of each Seller; and

(t) the Professional Fee Escrow Reversionary Interest.

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) (i) all Contracts of Sellers listed on Schedule 1.2(a) and (ii) that certain Letter Agreement, dated February 14, 2018, by and between Exactech, Inc. and TPG Capital – FO LLC and all related statements of work and other agreements related thereto (collectively, 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 and the Professional Fee Escrow Account established pursuant to the Approved Plan (including, for the avoidance of doubt, Cash in the amount necessary to pay the Professional Fee Amount); *provided* that when all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account (including any funds held in the Funded Reserve Account (as defined in the DIP Orders)) and any retainers remaining or returned to the Sellers shall be considered property of the Purchaser, without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, irrespective of whether Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Professionals before or after Closing (the "Professional Fee Escrow Reversionary Interest"); *provided, further*, that any amounts paid to professionals that are subject to the Fee Examiner's review during the Bankruptcy Cases that are subsequently recovered from such professionals following the Fee Examiner's review shall be placed into the Professional Fee Escrow Account and will subject to the Professional Fee Escrow Reversionary Interest;

(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) solely to the extent that the Committee does not object to the transactions contemplated by this Agreement or entry of the Sale Order (A) any Insider Causes of Action, other than against Current Employees, and (B) any Insider Causes of Action against any Current Employees that are either (I) determined by the Bankruptcy Court to be "plausible" causes of action based on a motion to dismiss standard or (II) agreed to be "plausible" causes of action as between the Committee and Purchaser;

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

(q) the Plan Payment;

(r) the GUC Reserve; and

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

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 Confirmation Order 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) all Liabilities and obligations of any Seller under the Assigned Contracts as of the Closing Date (other than current Liabilities accruing in the ordinary course of business under Assigned Contracts from and after the time Purchaser designates such Contracts as Assigned Contracts under Section 1.5, which shall be Assumed Liabilities under Section 1.3(d));

(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 relating to any intercompany payables owing from any Seller to any Acquired Entity;

(k) 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;

(l) the obligations, Liabilities and commitments in respect of the Terminated Employees, solely to the extent expressly provided for in Section 6.3; and

(m) subject to (i) entry of a Bankruptcy Court order approving the Debtors *Motion for Entry of an Order (I) Approving Settlement Agreement Related to Qui Tam Litigation Among Exactech, Inc., the United States of America, and Certain Relators, (II) Authorizing the Debtors to Take Any and All Actions Necessary to Effectuate the Terms Thereto, and (III) Granting Related Relief* [Docket No. 1059] (the “Qui Tam Settlement Motion”), which order shall have not been stayed, reversed, revoked, modified or vacated and (ii) the Settlement Agreement (as defined in the Qui Tam Settlement Motion) remaining in full force and effect, Exactech, Inc.’s obligation to pay the Settlement Amount (as defined in the Qui Tam Settlement Motion), to the extent and on the terms and conditions set forth in the Settlement Agreement (the “Settlement Amount Obligation”)

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, but excludes, for the avoidance of doubt, the Settlement Amount Obligation, solely to the extent and as set forth herein and in the Settlement Agreement (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 any 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 any Seller; (ii) any claims arising from or related to the recall or design defect of any products manufactured or sold by any Seller or any service performed by any 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, but excluding, in each case, the Settlement Amount Obligation, solely to the extent

and as set forth herein and in the Settlement Agreement (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 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 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) Each of the Confirmation Order and Sale Order 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, but subject, in all cases, to Sections 7.2(d), 7.2(f), and 7.2(g), to the extent an Acquired Asset (including all Permits and Governmental Authorizations that may not be transferable or transferred as of Closing, but excluding all assets set forth in Section 1.1(h) that the Bankruptcy Court has determined, pursuant to a final Order, may not transfer without the receipt of requisite Consents) 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 Confirmation Order 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. Subject, in all cases, to Sections 7.2(d), 7.2(f), 7.2(g) and as otherwise set forth in this Section 1.5(b)(iii), 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). Notwithstanding the foregoing, if prior to Closing, the Bankruptcy Court, pursuant to a final Order, determines that the

assets set forth in Section 1.1(h) cannot transfer without receipt of any requisite Consent, then such assets shall not be considered Acquired Assets (but shall be subject to the second sentence of this Section 1.5(b)(iii)), however, if the Bankruptcy Court has not ruled pursuant to a final Order on the foregoing issue, then the assets set forth in Section 1.1(h) shall be transferable pursuant to Section 1.1 and such transfer shall, in all cases, be subject to the final sentence of Section 8.1. 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, the Confirmation Order 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; (v) the Plan Payment, and (vi) the payment of Cure Costs.

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 ten 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 form of the Bidding Procedures Order 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 and Bidding Procedures Order 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, Confirmation Order and Sale Order.

(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 Order, the Confirmation Order, and the Sale Order. Purchaser shall use commercially reasonable efforts as reasonably requested by Sellers to assist in obtaining the Bankruptcy Court's entry of the Bidding Procedures Order, Confirmation Order, Sale Order, 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 Approved Plan or outside of a chapter 11 plan pursuant to section 363 of the Bankruptcy Code, in each case, on terms and conditions consistent with this Agreement, the DIP Documents, and the RSA.

5.2 Cure Costs. Subject to entry of the Confirmation Order 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 Confirmation Order and Sale Order shall, among other things: (a) approve, pursuant to sections 105, 363, and 365 (and, with respect to the Confirmation Order, 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 Confirmation Order 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 Order, Confirmation Order, and Sale Order). 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 applicable 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 (other than those employees set forth on Schedule 6.3(a), which schedule may be updated from time to time by the Sellers with the prior written consent of Purchaser, the employees on such Schedule 6.3(a), collectively, the “Terminated Employees”), 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; *provided, that*, notwithstanding the foregoing, the obligations, Liabilities and commitments of the Terminated Employees, solely to the extent expressly provided for under this Section 6.3, shall be borne by Purchase.

(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 and Terminated 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, (iii) to the extent unpaid as of the Closing, 2024 annual bonuses for Transferred Employees and Terminated Employees, in the amounts earned pursuant to the 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, and (iv) all severance and other amounts payable to the Terminated Employees under any agreement entered into between the Sellers and the first individual listed on Schedule 6.3(a), solely to the extent such agreement(s) are set forth on Schedule 6.3(d) or with respect to any agreement(s) consented to in writing by Purchaser, with the amounts described in subclauses (i)-(iv) to be paid as and when such amounts become payable pursuant to the terms of the applicable agreement or 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 Error! Reference source not found., 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 Error! Reference source not found., 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 has conducted an 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, which list of required notifications, filings, registrations or other materials is as follows: (i) Notification to the Presidency of the Council of Ministers, pursuant to Article 4(1) of Regulation (EU) 452/2019 of the European Parliament and of the Council of 19 March 2019 pursuant to Article 2 of Law Decree No. 21 of 15 March 2012 converted with amendments by Law No. 56 of 11 May 2012, as amended, (ii) Notification for Spanish Foreign Direct Investments pursuant to Law 19/2003, as amended, and (iii) Notification pursuant to articles L. 151-3 and R. 151-1 et seq. of the French Monetary and Financial Code, as amended (the “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 as promptly as reasonably practicable following the date hereof (i) 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) 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 Error! Reference source not found., 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, the Confirmation Order, and the 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 or related to any Excluded Litigation, including any Excluded Product Liability Claims, in an amount that exceeds \$500,000 in the aggregate (*i.e.*, inclusive and collectively of any such claims),¹ (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); (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; or (iv) if the Special Committee determines to recommend that the Debtors not provide such officer or director with a Debtor Release (as defined in the Approved Plan) or the Debtors otherwise agree not to provide a Debtor Release to such officer or director. 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).

¹ For the avoidance of doubt, this amount shall be inclusive of, and not in addition to, the amount set forth in Article VI(D)(8) of the Approved Plan.

(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 Successful Bidder), 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 Successful Bidder.

(b) After the Sellers and the Purchaser agree on the UK Corporate Restructuring Steps Plan and so long as Purchaser is declared the Successful 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 Successful 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.

6.14 Exclusivity.

(a) If the Sellers file a notice with the Bankruptcy Court designating the Purchaser as the Successful Bidder, from the date the Purchaser is declared the Successful Bidder until the Closing Date, the Sellers will not, and shall cause Sellers' Affiliates not to, directly or indirectly, (i) solicit, initiate, seek, encourage, facilitate, support or induce the making, submission or announcement of any inquiry, expression of interest, proposal or offer that constitutes, or would reasonably be expected to lead to, an Alternative Transaction, (ii) enter into, participate in, maintain or continue any communications (except solely to provide written notice as to the existence of these provisions) or negotiations regarding, or deliver or make available to any Person any non-public information with respect to, any inquiry, expression of interest, proposal or offer that constitutes, or would reasonably be expected to lead to, an Alternative Transaction or (iii) enter into any letter of intent or any other Contract contemplating or otherwise relating to any Alternative Transaction.

(b) In addition to the other obligations under this Section 6.14, the Sellers shall promptly (and in any event within one (1) Business Day after receipt thereof by the Sellers, or any of their Affiliates) notify Purchaser orally and in writing of any request for information with respect to any Alternative Transaction or any inquiry with respect to or which would reasonably be expected to lead to an Alternative Transaction, including, as applicable, the material terms and conditions of such request or inquiry, and provide Purchaser with copies of any written correspondence and/or materials provided (if any) by such Person.

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 Confirmation Order 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 Confirmation Order 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 Approved 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 Confirmation Order 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(c) 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(c) 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; provided that Sellers may not terminate this Agreement pursuant to this Section 8.1(g) after the Bankruptcy Court enters the Sale Order;

(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, any other DIP Document (as defined in 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 Documents 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 **Error! Reference source not found.**). 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) [Reserved].

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 Error! Reference source not found., (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 Confirmation Order 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 direct or indirect (i) acquisition, merger, conversion, consolidation, reorganization, liquidation, recapitalization, share exchange or other business combination transaction (or series of related transactions) involving Sellers, (ii) issuance or sale of any equity interests of Sellers or (iii) sale, lease, license, exchange or other disposition of any Acquired Assets (other than in the ordinary course of business) in each case, other than the transactions contemplated by this Agreement.

(e) “Approved Plan” means a 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, that is consistent with this Agreement and otherwise contains terms and conditions reasonably acceptable to the Required Consenting Lenders and is approved by the Bankruptcy Court.

(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 Seller’s 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 Approved Plan that is in form and substance consistent with the RSA or otherwise reasonably acceptable to the Purchaser.

(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, as amended by that certain Amendment No. 1 to Debtor-in-Possession Credit Agreement, dated as of the date hereof.

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

(v) “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.

(w) “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.

(x) “Environmental Laws” means all applicable Laws concerning pollution or protection of the environment or human health and safety.

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

(z) “ERISA” means the Employee Retirement Income Security Act of 1974.

(aa) “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.

(bb) “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.

(cc) “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.

(dd) “Excluded Tax Refunds” means refunds of Taxes that were specifically taken into account in calculating the Wind-down Amount.

(ee) “FDA” means the U.S. Food and Drug Administration.

(ff) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

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

(hh) “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.

(ii) “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.

(jj) “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.

(kk) “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.

(ll) “GUC Reserve” means \$500,000 of Cash and Cash Equivalents that shall be an Excluded Asset and reserved for distributions to general unsecured creditors in accordance with the Approved Plan.

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

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

(pp) “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.

(qq) “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.

(rr) “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.

(ss) “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.

(tt) “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.

(uu) “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.

(vv) “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.

(ww) “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.

(xx) “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 Error! Reference source not found. 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 Confirmation or the Sale Order 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.

(yy) “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.

(zz) “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.

(aaa) “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 Confirmation Order and Sale Order).

(bbb) “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.

(ccc) “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 Confirmation Order or the Sale Order.

(ddd) “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.

(eee) “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.

(fff) “Plan Payment” means an amount of Cash and Cash Equivalents that shall be an Excluded Asset and that is necessary (i) to pay any fees required to be paid with respect to the DIP Facility in accordance with the DIP Orders and (ii) for the OpCo Debtors to pay Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims and Other Secured Claims, in each case, (x) against the OpCo Debtors (each as defined in the RSA) and (y) that arise on or before the Effective Date, are Allowed (as defined in the Approved Plan) as of the Effective Date (as defined in the RSA), and are required to be paid in cash pursuant to the Approved Plan.

(ggg) “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.

(hhh) “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).

(iii) “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).

(jjj) “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.

(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) “Sale Order” means an order of the Bankruptcy Court (i) approving this Agreement and the terms and conditions hereof, including pursuant to sections 363 and 365 of the Bankruptcy Code and (ii) approving and authorizing Sellers to consummate the transactions contemplated hereby that is in form and substance consistent with the RSA or otherwise reasonably acceptable to the Purchaser.

(qqq) “Schedules” means the disclosure schedules and any other schedule to this Agreement.

(rrr) “Securities Act” means the Securities Act of 1933 and the rules and regulations promulgated thereunder.

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

(ttt) “Seller Intellectual Property” means all Intellectual Property owned or purported to be owned by any Seller.

(uuu) “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.

(vvv) “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.

(www) “Straddle Period” means any taxable period that includes but does not end on the Closing Date.

(xxx) “Seller Software” means any Software included int the Seller Intellectual Property.

(yyy) “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.

(zzz) “Successful Bidder” means the prevailing party at the conclusion of the Auction.

(aaaa) “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.

(bbbb) “Tax Code” means the United States Internal Revenue Code of 1986, as amended.

(cccc) “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.

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

(eeee) “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.

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

(gggg) “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).

(hhhh) “Wind-Down Amount” means cash in an amount equal to \$2,250,000.

11.2 Index of Defined Terms.

Acquired Assets	2	Chosen Courts	56
Acquired Cash	3	Closing	11
Acquired Entities	3	Closing Date	12
Acquired Leased Real Property	2	Copyright Assignment Agreement	12
Agreement	1	Counterparties	8
Agreement Dispute	56	Credit Bid	11
Allocation	51	Credit Bid Amount	11
Assigned Contracts	8	Cure Costs	6
Assumed Benefit Plans	3	Dataroom	26
Assumed Liabilities	6	Debtors	1
Audited Financial Statements	15	Designation Deadline	9
Australian Class Action Proceeding	3	Designation Notice	8
Australian Corporate Restructuring	3	Disputed Contract	8
Available Contracts	8	DOCA	3
Bankruptcy Cases	1	Effect	63
Bankruptcy Code	1	Employee Census	23
Bankruptcy Court	1	Enforceability Exceptions	13
Bankruptcy Rules	1	Environmental Permits	18
Bill of Sale	12	Exactech	1

Exactech Australia	3	Patent Assignment Agreement.....	12
Excluded Assets	4	Permits	18
Excluded Contracts	4	Petition Date.....	1
Excluded Liabilities	7	Purchase Price.....	11
Express Representations	26	Purchaser.....	1
Extended Contract Period	8	Purchaser Designee	12
Financial Statements	15	Purchaser Plans	39
Foreign Competition Laws	14	Registered Seller Intellectual Property	18
Fundamental Representations	46	Reversionary Interest	4
Indebtedness.....	34	Seller	1
Indemnified Persons.....	44	Sellers.....	1
Information Presentation.....	26	Top Vendor	25
Laws.....	18	Trademark Assignment Agreement	12
Leased Real Property	15	Transfer Offer	38
Material Contract	16	Transferred Employees	38
Material Customer	25	Transferred Subsidiaries	3
Outside Date.....	47	Unaudited Financial Statements	15
Parties.....	1	Voluntary Administrator	44
Party	1	WARN Act.....	39

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: _____
Title: _____

SELLERS:

**OSTEON INTERMEDIATE HOLDINGS II,
INC.**

By: _____
Name: _____
Title: _____

EXACTECH, INC.

By: _____
Name: _____
Title: _____

XPANDORTHO, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF BILL OF SALE

[Intentionally Omitted]

EXHIBIT B

FORM OF TRADEMARK ASSIGNMENT AGREEMENT

[Intentionally Omitted]

EXHIBIT C

FORM OF COPYRIGHT ASSIGNMENT AGREEMENT

[Intentionally Omitted]

EXHIBIT D

FORM OF PATENT ASSIGNMENT AGREEMENT

[Intentionally Omitted]