

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

	)	
In re:	)	Chapter 11
	)	
PGX HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-10718 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	<b>Re: Docket Nos. 66-68, 101, 153, 190, 192,</b>
		<b>238-39, 250, 253</b>

**CERTIFICATION OF COUNSEL REGARDING THE BIDDING PROCEDURES ORDER  
AND THE STALKING HORSE PURCHASE AGREEMENTS**

The undersigned proposed counsel to the above captioned debtors and debtors in possession (collectively, the “Debtors”) hereby certifies the following:<sup>2</sup>

1. On June 4, 2023, each of the above-captioned debtors and debtors in possession (the “Debtors”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), with the Clerk of the United States Bankruptcy Court for the District of Delaware (the “Court”). The Debtors are continuing to operate their businesses and manage their affairs as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On June 6, 2023, the Debtors filed the *Motion of the Debtors for Entry of Orders (I)(A) Approving Bidding Procedures for Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter Into One or More Stalking Horse Agreements and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice*

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580); Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213); eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progrexion ASG, Inc. (5153); Progrexion Holdings, Inc. (7123); Progrexion IP, Inc. (5179); Progrexion Marketing, Inc. (5073); and Progrexion Teleservices, Inc. (5110). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

<sup>2</sup> Undefined terms used herein shall have the same meaning ascribed to such term as in the Motion.



*Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 66] (the "Motion").

3. On July 19, 2023, the Debtors filed a revised proposed order regarding the Motion (the "First Revised Proposed Order") [Docket No. 192], which included slip pages for the Progexion APA and Lexington Law APA.

4. On July 28, 2023, the Debtors filed revised versions of the Progexion APA and Lexington Law APA (the "Revised APAs") [Docket No. 250].

5. A hearing (the "Hearing") on the bidding procedures relief sought in the Motion was held on July 31, 2023. At the Hearing, the Court granted the relief sought, subject to submission of the order pursuant to a certificate of counsel.

6. Attached hereto as **Exhibit A** is a proposed form of order that includes certain updates based on the Court's comments at the Hearing, additional comments from the United States Trustee for the District of Delaware (the "U.S. Trustee"), and other conforming updates to each of the Revised APAs (the "Second Revised Proposed Order").

7. A copy of the Second Revised Proposed Order marked to reflect the changes made to the First Revised Proposed Order and each of the Revised APAs is attached hereto as **Exhibit B**.

8. A copy of the Second Revised Proposed Order (including the further revised stalking horse purchase agreements) has been circulated to the U.S. Trustee, the Official Committee of Unsecured Creditors, the Debtors' Prepetition Lenders, and the Debtors' DIP Lenders, each of which has confirmed that they have no objection to the entry of the Second Revised Proposed Order.

9. Accordingly, the Debtors respectfully request that the Court enter the Second Revised Proposed Order in the form attached hereto as **Exhibit A** at its earliest convenience.

Dated: August 3, 2023  
Wilmington, Delaware

*/s/ Michael W. Yurkewicz*

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**EXHIBIT A**

**Second Revised Proposed Order**



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

	)	
In re:	)	Chapter 11
	)	
PGX HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-10718 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	<b>Re: Docket Nos. 66-68, 101, 153, 190, 192, 238-39, 250, 253</b>

**ORDER (I)(A) APPROVING BIDDING PROCEDURES FOR THE SALE OF  
SUBSTANTIALLY ALL OF THE DEBTORS’ ASSETS; (B) AUTHORIZING  
THE DEBTORS TO ENTER INTO ONE OR MORE STALKING HORSE  
AGREEMENTS AND TO PROVIDE BIDDING PROTECTIONS THEREUNDER;  
(C) SCHEDULING AN AUCTION AND APPROVING THE FORM AND MANNER  
OF NOTICE THEREOF; (D) APPROVING ASSUMPTION AND ASSIGNMENT  
PROCEDURES; AND (E) SCHEDULING A SALE HEARING AND APPROVING  
THE FORM AND MANNER OF NOTICE THEREOF; (II)(A) APPROVING THE  
SALE OF THE DEBTORS’ ASSETS FREE AND CLEAR OF LIENS,  
CLAIMS, INTERESTS AND ENCUMBRANCES AND (B) APPROVING  
THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES; AND (III) GRANTING RELATED RELIEF**

*Upon the Motion of the Debtors for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Agreements and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580); Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213); eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progrexion ASG, Inc. (5153); Progrexion Holdings, Inc. (7123); Progrexion IP, Inc. (5179); Progrexion Marketing, Inc. (5073); and Progrexion Teleservices, Inc. (5110). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

*Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 66] (the “Motion”)<sup>2</sup> filed by the debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”); the Court having reviewed the Motion, the First Day Declaration [Docket No. 12], the Augustine Declaration [Docket No. 67], and the Frejka Declaration [Docket No. 68], and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court on July 31, 2023 to consider certain of the relief requested in the Motion (the “Bidding Procedures Hearing”); and after due deliberation, this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and their creditors, and the Debtors having demonstrated good, sufficient and sound business justifications for the relief granted herein;

**IT IS HEREBY FOUND AND DETERMINED THAT:**<sup>3</sup>

A. Jurisdiction and Venue. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.B.

B. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code,

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<sup>2</sup> Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or in the Bidding Procedures, as applicable.

<sup>3</sup> The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent 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.

Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, and 9006-1.C.

C. Sale Process. The Debtors and their advisors engaged pre-petition with a number of potential interested parties prior to the execution of the Stalking Horse Agreements to solicit and develop the highest and otherwise best offers for the Assets.

D. Bidding Procedures. The Debtors have articulated good and sufficient business reasons for the Court to approve the bidding procedures attached hereto as **Exhibit 1** (the “Bidding Procedures”). The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value of the proceeds of one or more sales (each, a “Sale Transaction”) of all or substantially all of the Debtors’ assets (the “Assets”). The Bidding Procedures were negotiated in good faith and at arm’s-length and are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in the Debtors’ Assets. The process for selecting the Progrexion Stalking Horse Bidder and the Lexington Law Stalking Horse Bidder (each as defined below) as Stalking Horse Bidders (as defined below), respectively, was fair and appropriate under the circumstances and in the best interests of the Debtors’ estates. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c).

E. Designation of the Progrexion Stalking Horse Bid. The Progrexion Stalking Horse Bid, as defined in the Progrexion APA,<sup>4</sup> represents the highest and otherwise best offer the

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<sup>4</sup> “Progrexion APA” means that certain that certain *Asset Purchase Agreement*, substantially in the form attached hereto as **Exhibit 2**, between and among (A) (i) PGX Holdings, Inc., a Delaware corporation, (ii) Progrexion Holdings, Inc., a Delaware corporation, (iii) Credit.com, Inc. a Delaware corporation, (iv) eFolks Holdings, Inc., a Delaware corporation, (v) Creditrepair.com Holdings, Inc., a Delaware corporation, (vi) Progrexion ASG, Inc., a Delaware corporation, (vii) Progrexion IP, Inc., a Delaware corporation, (viii) Progrexion Marketing, Inc., a Delaware corporation, (ix) Progrexion Teleservices, Inc., a Delaware corporation, (x) eFolks, LLC, a Delaware limited liability company, (xi) Creditrepair.com, Inc., a Florida corporation and (xii) Credit Repair UK, Inc., a Delaware corporation, (B) Lender AcquisitionCo LLC (together with each of its permitted successors, assigns

Debtors have received to date to purchase the Transferred Assets, as defined and set forth in the Progexion APA. The Progexion APA provides the Debtors with the opportunity to sell the Transferred Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process. Without the Progexion Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the Transferred Assets. As such, the contributions of the Progexion Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The Progexion Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors' restructuring process and secure a fair and adequate Baseline Bid (as defined in the Bidding Procedures) for the Transferred Assets at the Auction(s) (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

F. Designation of the Progexion Stalking Horse Bidder. The Progexion Stalking Horse Bidder shall act as a "stalking horse bidder" pursuant to the Progexion APA and the Progexion Stalking Horse Bid shall be subject to higher or otherwise better offers in accordance with the Progexion APA and the Bidding Procedures. Pursuit of the Progexion Stalking Horse Bidder as a "stalking horse bidder" and the Progexion APA as a "stalking horse

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and designees, the "Progexion Stalking Horse Bidder"), (C) Purchaser HoldCo (solely for the purposes stated expressly in the Progexion APA) and (D) Blue Torch Finance LLC, in its capacity as administrative agent under that certain First Lien Financing Agreement (signing solely for the purposes stated expressly in the Progexion APA). The "First Lien Financing Agreement" means that certain First Lien Financing Agreement, dated as of July 21, 2021, among the Borrowers (as defined therein), the guarantors from time to time party thereto, the lenders party thereto from time to time (the "Prepetition First Lien Lenders"), and Blue Torch Finance LLC as administrative agent and collateral agent (the "Prepetition First Lien Agent") (as amended by that certain Amendment No. 1 to First Lien Financing Agreement, dated as of July 20, 2022, that certain Amendment No. 2 to First Lien Financing Agreement, dated as of December 28, 2022, that certain Amendment No. 3 to First Lien Financing Agreement, dated as of March 31, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified through the Petition Date, the "Prepetition First Lien Financing Agreement" and, together with all related loan documents, the "Prepetition First Lien Loan Documents").

purchase agreement” is in the best interests of the Debtors and the Debtors’ estates and their creditors, and it reflects a sound exercise of the Debtors’ business judgment.

G. The Progrexion Stalking Horse Bidder and its counsel and advisors have acted in “good faith” in connection with the Progrexion Stalking Horse Bidder’s negotiation of the Bidding Procedures and entry into the Progrexion APA.

H. Designation of the Lexington Law Stalking Horse Bid. The Lexington Law Stalking Horse Bid, as defined in the Lexington Law APA,<sup>5</sup> represents the highest and best offer the Debtors have received to date to purchase the Purchased Assets, as defined and set forth in the Lexington Law APA (the “Lexington Law Assets”). The Lexington Law APA provides the Debtors with the opportunity to sell the Lexington Law Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process. Without the Lexington Law Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the Lexington Law Assets. As such, the contributions of the Lexington Law Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The Lexington Law Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors’ restructuring process and secure a fair and adequate Baseline Bid for the Lexington Law Assets at the Auction(s) (if any), and, accordingly, will provide a clear benefit to the Debtors’ estates, their creditors, and all other parties in interest.

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<sup>5</sup> “Lexington Law APA” means that certain *Asset Purchase Agreement*, substantially in the form attached hereto as **Exhibit 3**, between and among (A) John C. Heath, Attorney At Law PC d/b/a Lexington Law Firm (the “Lexington Law Firm”) and (B) AcquisitionCo (together with each of its permitted successors, assigns and designees, the “Lexington Law Stalking Horse Bidder” and, together with the Progrexion Stalking Horse Bidder and any other “Additional Stalking Horse Bidder” as defined in Section II.B of the Bidding Procedures, collectively, the “Stalking Horse Bidders” and, each a “Stalking Horse Bidder”).

I. Designation of the Lexington Law Stalking Horse Bidder. The Lexington Law Stalking Horse Bidder, or such other person or entity to which the Lexington Law APA is assigned, in whole or in part, pursuant to sections 11.03(a) or (b) thereof shall act as a “stalking horse bidder” pursuant to the Lexington Law APA and the Lexington Law Stalking Horse Bid shall be subject to higher or otherwise better offers in accordance with the Lexington Law APA and the Bidding Procedures. Pursuit of the Lexington Law Stalking Horse Bidder as a “stalking horse bidder” and the Lexington Law APA as a “stalking horse purchase agreement” is in the best interests of the Debtors and the Debtors’ estates and their creditors, and it reflects a sound exercise of the Debtors’ business judgment.

J. The Lexington Law Stalking Horse Bidder and its counsel and advisors have acted in “good faith” in connection with the Lexington Law Stalking Horse Bidder’s negotiation of the Bidding Procedures and entry into the Lexington Law APA.

K. Sale Notice. The sale notice, the form of which is attached as **Exhibit 4** (the “Sale Notice”), is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale Hearing (as defined in the Bidding Procedures), the Bidding Procedures, the Sale Transaction(s), and all relevant and important dates and objection deadlines with respect to the foregoing, and no other or further notice of the Sale Hearing, the Sale Transaction(s) or the Auction shall be required.

L. Assumption and Assignment Provisions. The Debtors have articulated good and sufficient business reasons for the Court to approve the assumption and assignment procedures set forth herein, in the Bidding Procedures and in the Stalking Horse Agreements (the “Assumption and Assignment Procedures”) and the assumption and assignment notice

attached hereto as **Exhibit 5** (the “Assumption and Assignment Notice”), which are fair, reasonable, and appropriate. The Assumption and Assignment Procedures comply with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

M. Assumption and Assignment Notice. The Assumption and Assignment Notice, the form of which is attached hereto as **Exhibit 5**, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Assumption and Assignment Procedures, as well as any and all objection deadlines related thereto, and no other or further notice shall be required for the Motion and the procedures described therein, except as expressly required herein.

N. Notice. Notice of the Motion, the proposed Bidding Procedures, the proposed designation of the Progexion Stalking Horse Bidder and the Lexington Law Stalking Horse Bidder, and the Bidding Procedures Hearing was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (iii) adequate and sufficient under the circumstances of the Debtors’ Chapter 11 Cases, such that no other or further notice need be provided except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest.

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

1. The Motion is GRANTED as set forth herein.

2. All objections to the relief granted in this order (the “Order”) that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.

**A. The Bidding Procedures**

3. The Bidding Procedures attached hereto as **Exhibit 1** are hereby approved, are incorporated herein by reference, and shall govern the bids and proceedings related to the sale(s) of the Assets and the Auctions. The procedures and requirements set forth in the Bidding Procedures, including those associated with submitting a “Qualified Bid,” are fair, reasonable and appropriate, and are designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interests. The Debtors are authorized to take all actions necessary or appropriate to implement the Bidding Procedures.

4. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Order shall not diminish or otherwise impair the effectiveness of such procedures, it being the Court’s intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Order.

5. Subject to this Order and the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right to (a) determine which bidders qualify as Qualified Bidders and which bids qualify as Qualified Bids, (b) make final determinations as to Auction Packages (as defined in the Bidding Procedures), (c) select the Baseline Bid for each Auction Package; (d) determine the amount of each Minimum Overbid (as defined in the Bidding



Procedures), (e) determine the Leading Bid (as defined in the Bidding Procedures) for each Auction Package; (f) determine which Qualified Bid is the Successful Bid and which Qualified Bid is the Backup Bid (each as defined in the Bidding Procedures) after the Successful Bid for an Auction Package; (g) reject any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of this Order or any other applicable order of the Court, the Bidding Procedures, the Bankruptcy Code or other applicable law, and/or (iii) contrary to the best interests of the Debtors and their estates; (h) schedule and conduct Sub-Auctions for each Auction Package that has at least one Qualified Bid; (i) cancel the Auction with respect to any or all of the Assets in accordance with the Bidding Procedures; and (j) adjourn or reschedule the Sale Hearing with respect to a Sale Transaction involving any or all of the Assets in accordance with the Bidding Procedures.

6. The Progrexion Stalking Horse Bidder is a Qualified Bidder and the bid reflected in the Progrexion Stalking Horse Bid (including as it may be increased at the Auction (if any)) is a Qualified Bid, as set forth in the Bidding Procedures.

7. The Lexington Law Stalking Horse Bidder is a Qualified Bidder (as defined in the Bidding Procedures) and the bid reflected in the Lexington Law Stalking Horse Bid (including as it may be increased at the Auction (if any)) is a Qualified Bid, as set forth in the Bidding Procedures.

8. Without prejudice to the rights of any Stalking Horse Bidder under the applicable Stalking Horse Agreement, the Debtors shall have the right to, in their reasonable business judgment, and in a manner consistent with their fiduciary duties and applicable law, modify the Bidding Procedures, including to, among other things, (a) extend or waive deadlines or other terms and conditions set forth therein, (b) adopt new rules and procedures for conducting the bidding and Auction process, (c) if applicable, provide reasonable accommodations to a

Stalking Horse Bidder, or (d) otherwise modify the Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets; provided, that such extensions, waivers, new rules and procedures, accommodations and modifications (i) do not conflict with and are not inconsistent with this Order, the Bidding Procedures, the DIP Orders, the Bankruptcy Code or any order of the Bankruptcy Court, (ii) are promptly communicated to each Qualified Bidder and (iii) are in form and substance acceptable to the DIP Lenders (as defined in the Bidding Procedures).

**B. The Progexion Stalking Horse Bid**

9. Lender AcquisitionCo LLC is approved as the Progexion Stalking Horse Bidder for the Transferred Assets pursuant to the terms of the Progexion APA.

10. The Debtors entry into the Progexion APA is authorized and approved, and the Progexion Stalking Horse Bid shall be subject to higher or better Qualified Bids, in accordance with the terms and procedures of the Progexion APA and the Bidding Procedures.

11. The Debtors are authorized to perform any obligations under the Progexion APA that are intended to be performed prior to the entry of the order approving the Sale Transaction.

**C. The Lexington Law Stalking Horse Bid**

12. AcquisitionCo is approved as the Lexington Law Stalking Horse Bidder for the Lexington Law Assets pursuant to the terms of the Lexington Law APA.

13. The Debtors entry into the Lexington Law APA is authorized and approved, and the Lexington Law Stalking Horse Bid shall be subject to higher or better Qualified Bids, in accordance with the terms and procedures of the Lexington Law APA and the Bidding Procedures.

14. The Debtors are authorized to perform any obligations under the Lexington Law APA that are intended to be performed prior to the entry of the order approving the Sale Transaction.

**D. Bid Deadline and Auction**

15. Any Prospective Bidder (as defined in the Bidding Procedures) that intends to participate in the Auction must submit in writing to the Bid Notice Parties (as defined in Section X.A of the Bidding Procedures) a Bid on or before **August 11, 2023 at 5 p.m. (prevailing Eastern Time)** (the “Bid Deadline”).

16. Subject to the terms of the Bidding Procedures, if the Debtors receive more than one Qualified Bid for an Asset, the Debtors shall conduct an Auction for such Asset. With respect to Assets for which the Debtors only receive one Qualified Bid, the Debtors, in their reasonable business judgment, may determine to consummate a Sale Transaction with the applicable Qualified Bidder (subject to Court approval).

17. The Auction, if required, will be conducted on **August 15, 2023, at 5 p.m. (prevailing Eastern Time)**, virtually through Zoom, after providing notice to the Sale Notice Parties (as defined in Section X.B of the Bidding Procedures). If held, the Auction proceedings shall be transcribed or video recorded.

18. Only a Qualified Bidder that has submitted a Qualified Bid shall be eligible to participate in the Auction, subject to any other limitations as the Debtors may reasonably impose in accordance with the Bidding Procedures. Qualified Bidders participating in the Auction must appear virtually at the Auction or through a duly authorized representative. The Debtors may establish a reasonable limit on the number of representatives and/or professional advisors that may

appear on behalf of or accompany each Qualified Bidder at the Auction. Notwithstanding the foregoing, the Auction shall be conducted openly, and all creditors shall be permitted to attend.

19. Each Qualified Bidder participating in the Auction shall confirm in writing on the record at the Auction that (a) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets and (b) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction constitutes a binding, good-faith and *bona fide* offer to purchase the Assets identified in such bids.

20. In the event the Debtors determine not to hold an Auction for some or all of the Assets, the Debtors shall file with the Court, serve on the Sale Notice Parties and cause to be published on the website maintained by Kurtzman Carson Consultants LLC located at [www.kccllc.net/PGX](http://www.kccllc.net/PGX) (the "Claims Agent Website"), a notice containing the following information (as applicable): (a) a description of the Assets available for sale in accordance with the Bidding Procedures, (b) the date, time and location of the Sale Hearing, (c) the Sale Objection Deadline and Post-Auction Objection Deadline (each as defined in Section X.D of the Bidding Procedures) and the procedures for filing such objections, and, if applicable, (d) a summary of the material terms of any Stalking Horse Agreement, including the terms and conditions of any "Expense Reimbursement" to be provided thereunder, as of the date of the Sale Notice.

21. By the **later of (a) August 16, 2023 and (b) one day after the conclusion of the Auction**, the Debtors will file with the Court, serve on the Sale Notice Parties and cause to be published on the Claims Agent Website, a notice setting forth the results of the Auction (the "Notice of Auction Results"), which shall (i) identify each Successful Bidder and each Backup Bidder, (ii) include a copy of each Successful Bid and each Backup Bid or a summary of

the material terms of such bids, including any assumption and assignment of Contracts (as defined in the Bidding Procedures) contemplated thereby, and (iii) set forth the Post-Auction Objection Deadline, the date, time and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

**E. Credit Bidding**

22. Any bidder holding a perfected security interest in any of the Assets may seek to credit bid all, or a portion of, such bidder's claims for its respective collateral in accordance with section 363(k) of the Bankruptcy Code (each such bid, a "Credit Bid"); *provided*, that such Credit Bid complies with the terms of the Bidding Procedures.

23. Pursuant to the terms and conditions of the DIP Loan Agreement (as defined in the DIP Motion), both the DIP Agent (acting at the direction of the Required DIP Lenders) and the Prepetition Agents (acting at the direction of the applicable required lenders) (each as defined in the DIP Motion), acting on behalf of the Progexion Stalking Horse Bidder and/or the Lexington Law Stalking Horse Bidder (as applicable) are entitled, but not required, to credit bid up to the full amount of the Prepetition Secured Loan Obligations, Adequate Protection Obligations and/or the DIP Obligations (each as defined in the DIP Motion) (including the Roll-Up Amount (as defined in the DIP Motion)), as applicable, pursuant to section 363(k) of the Bankruptcy Code without further challenges from the Debtors or any other party. Further, any credit bids by the Progexion Stalking Horse Bid and/or the Lexington Law Stalking Horse Bid shall both be deemed Credit Bids in compliance with the applicable requirements of the Bidding Procedures.

**F. Sale Hearing and Objection Procedures**

24. Consummation of any Sale Transaction pursuant to a Successful Bid shall be subject to Court approval. The Sale Hearing shall be held before the Court on **August 25**,

**2023, at 10 a.m. (prevailing Eastern Time);** *provided*, that the Debtors may seek an adjournment or rescheduling of the Sale Hearing, consistent with the Bidding Procedures and without prejudice to the rights of the Progrexion Stalking Horse Bidder or Lexington Law Stalking Horse Bidder under the Progrexion APA and Lexington Law APA, respectively.

25. All general objections to any Sale Transaction (each, a “Sale Objection”) shall be (i) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, (ii) be filed with the Court, and (iii) served on the Objection Notice Parties (as defined in Section X.D of the Bidding Procedures) by the applicable deadline as follows.

- Any Sale Objection from the (i) Committee, (ii) DIP Lenders, (iii) Prepetition First Lien Lenders, (iv) Prepetition Second Lien Lenders, (v) Progrexion Stalking Horse Bidder, (vi) Lexington Law Stalking Horse Bidder, or (vii) the United States of America on behalf of the U.S. Consumer Financial Protection Bureau (the “CFPB”) shall be filed in accordance with the terms of this Order by no later than **August 11, 2023, at 5 p.m. (prevailing Eastern Time)** (the “First Sale Objection Deadline”).
- Any Sale Objection from any party in interest not subject to the First Sale Objection Deadline shall be filed in accordance with the terms of this Order by no later than **August 18, 2023, at 5 p.m. (prevailing Eastern Time)** (the “General Sale Objection Deadline”) and, together with the First Sale Objection Deadline, as applicable, the “Sale Objection Deadline”). For the avoidance of doubt, the U.S. Trustee shall be subject to the General Objection Deadline.

26. Following service of the Notice of Auction Results, parties may object to the conduct of the Auction and/or the particular terms of any proposed Sale Transaction in a Successful Bid, other than with respect to the Progrexion Stalking Horse Bid, the Lexington Law Stalking Horse Bid, or any other Stalking Horse Bid (each such objection, a “Post-Auction Objection”). Any Post-Auction Objection shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, (b) be filed with the Court, and (c) served on the Objection Notice Parties by no later than the later of

**(i) August 18, 2023, at 5 p.m. (prevailing Eastern Time) and (ii) three days prior to the Sale Hearing** (the “Post-Auction Objection Deadline”).

27. Any party who fails to file and serve a timely Sale Objection or Post-Auction Objection in accordance with the terms of this Order shall be forever barred from asserting, at the Sale Hearing or thereafter, any Sale Objection or Post-Auction Objection to the relief requested in the Motion, or to the consummation or performance of the applicable Sale Transaction(s), including the transfer of Assets to the applicable Successful Bidder free and clear of liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to “consent” to such sale for purposes of section 363(f) of the Bankruptcy Code.

**G. Notice of Sale Transaction**

28. The Sale Notice, substantially in the form attached hereto as **Exhibit 4**, is approved, and no other or further notice of the proposed sale of the Assets, the Auction, the Sale Hearing, the Sale Objection Deadline or the Post-Auction Objection Deadline shall be required if the Debtors serve and publish the Sale Notice in the manner provided in the Bidding Procedures and this Order.

29. **Within two business days (or as soon as reasonably practicable thereafter) after the entry of this Order**, the Debtors shall file with the Court, serve on the Sale Notice Parties and cause to be published on the Claims Agent Website, the Sale Notice.

30. Within four business days, or as soon reasonably practicable after the entry of this Order, the Debtors shall cause the information contained in the Sale Notice to be published once in *The New York Times* (national edition) (the “Publication Notice”).

31. The Publication Notice complies with the provisions of Bankruptcy Rule 9008 and is deemed sufficient and proper notice of the proposed sale of the Assets, the Auction, the Sale Hearing, the Sale Objection Deadline, and the Post-Auction Objection Deadline to any other interested parties whose identities are unknown to the Debtors.

**H. Assumption and Assignment Procedures**

32. The Assumption and Assignment Procedures are reasonable and appropriate under the circumstances, fair to all non-Debtor parties, comply in all respects with the Bankruptcy Code, Bankruptcy Rules and Local Rules, and are approved.

33. The Assumption and Assignment Notice, substantially in the form attached hereto as **Exhibit 5**, is approved, and no other or further notice of the Debtors' proposed Cure Amounts (as defined below) with respect to Contracts listed on an Assumption and Assignment Notice is necessary or required.

34. **Within three business days (or as soon as reasonably practicable thereafter) after the entry of this Order**, the Debtors shall file with the Court, serve on the applicable Counterparties, (as defined in the Bidding Procedures) and cause to be published on the Claims Agent Website, the Assumption and Assignment Notice. In the event that the Debtors later identify any Counterparty which was not served with the Assumption and Assignment Notice, the Debtors may subsequently serve such Counterparty with the Assumption and Assignment Notice substantially in the form attached hereto as the Assumption and Assignment Notice (each, a "Supplemental Assumption Notice"), and the Assumption and Assignment Procedures will nevertheless apply to such Counterparty; provided, that the Contract Objection Deadline (as defined below) with respect to such Counterparty listed on a Supplemental Assumption Notice shall be the later of the Contract Objection Deadline or fourteen (14) days following the date of



service of a Supplemental Assumption Notice (each, a “Supplemental Contract Objection Deadline”). Each Supplemental Assumption Notice shall (i) identify the relevant Contract(s), (ii) set forth a good faith estimate of the Cure Amount(s), (iii) include a statement that assumption and assignment of each such Contract is not required nor guaranteed, and (iv) inform such Counterparty of the requirement to file any Contract Objection(s) by the Supplemental Contract Objection Deadline.

35. Any objection to the Debtors’ proposed Cure Amounts (as defined in the Stalking Horse Agreements) or assumption and assignment on any basis (each such objection, a “Contract Objection”) (except objections solely related to adequate assurance of future performance by a Successful Bidder other than a Stalking Horse Bidder) shall (a) be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, (b) be filed with the Court; and (c) served on the Objection Notice Parties by no later than the date that is **14 calendar days after service of the applicable Assumption and Assignment Notice** (the “Contract Objection Deadline”).

36. The Debtors and any objecting Counterparty shall first confer in good faith to attempt to resolve the Contract Objection without Court intervention. If the parties are unable to consensually resolve the Contract Objection prior to the commencement of the Sale Hearing, the Court shall make all necessary determinations relating to the applicable Cure Amounts or assumption and assignment and the Contract Objection at a hearing scheduled pursuant to paragraph 37 of this Order. If a Contract Objection is resolved in a manner that is not in the best interests of the Debtors and their estates, whether or not such resolution occurs prior to or after the closing of the applicable Sale Transaction, the Debtors may determine that any Contract subject to such resolved Contract Objection no longer will be assumed and assigned in connection with the

applicable Sale Transaction (subject to the terms of the applicable Sale Transaction). All other objections to the Debtors' proposed assumption and assignment of the Debtors' right, title and interest in, to and under a Contract shall be heard at the Sale Hearing.

37. If a timely Contract Objection cannot otherwise be resolved by the parties, the Contract Objection may be heard at the Sale Hearing or, at the Debtors' option and with the consent of the applicable Successful Bidder, be adjourned to a subsequent hearing (each such Contract Objection, an "Adjourned Contract Objection"). An Adjourned Contract Objection may be resolved after the closing date of the applicable Sale Transaction. Upon resolution of an Adjourned Contract Objection and the payment of the applicable Cure Amount or resolution of the assumption and assignment issue, if any, the Contract that was the subject of such Adjourned Contract Objection shall be deemed assumed and assigned to the applicable Successful Bidder as of the closing date of the applicable Sale Transaction.

38. If a Counterparty fails to file with the Court and serve on the Objection Notice Parties a timely Contract Objection, the Counterparty forever shall be barred from asserting any objection with regard to the proposed assumption and assignment of such Contract and the cost to cure any defaults under the applicable Contract and shall be deemed to have consented to the assumption and assignment of the Contract in connection therewith. The Cure Amounts set forth in the applicable Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the Contract and satisfy the requirements of section 365(b) of the Bankruptcy Code, and the Counterparty to the Contract shall be bound by and deemed to have consented to the Cure Amounts.

39. In accordance with the Bidding Procedures, Qualified Bids shall be accompanied by Adequate Assurance Information (as defined in the Bidding Procedures). The

Debtors shall use commercially reasonable efforts to furnish all available Adequate Assurance Information to applicable Counterparties as soon as reasonably practicable following their receipt of such information.

40. Any objection to the proposed assumption and assignment of a Contract, other than with respect to a Stalking Horse Bidder, the subject of which objection is: (a) a Successful Bidder's (or any other relevant assignee's) proposed form of adequate assurance of future performance with respect to the Contract (each, such objection, an "Adequate Assurance Objection"), shall (a) be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, (b) be filed with the Court, and (c) served on the Objection Notice Parties by no later than the Post-Auction Objection Deadline.

41. The Debtors and any Counterparty that has filed an Adequate Assurance Objection shall first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, the Adequate Assurance Objection and all issues of adequate assurance of future performance of the applicable Successful Bidder shall be determined by the Court at the Sale Hearing.

42. If a Counterparty fails to file with the Court and serve on the Objection Notice Parties a timely Adequate Assurance Objection, the Counterparty shall be forever barred from asserting any objection to the assumption and/or assignment of a Contract with regard to adequate assurance of future performance. The applicable Successful Bidder (or any other relevant assignee) shall be deemed to have provided adequate assurance of future performance with respect to a Contract in accordance with sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code

and, if applicable, section 365(b)(3) of the Bankruptcy Code, notwithstanding anything to the contrary in the Contract or any other document.

43. Successful Bidders (including any Stalking Horse Bidder or Backup Bidder ultimately named a Successful Bidder) may, pursuant to the terms of an applicable asset purchase agreement executed with the Debtors (including any applicable Stalking Horse Agreement), designate (a) for assumption and assignment Contracts that were not originally included in the Assets to be acquired in connection with the applicable Successful Bid and (b) Contracts that previously were included among the Assets to be acquired in connection with the applicable Successful Bid as “excluded assets” that will not be assigned to or otherwise acquired by the Successful Bidder. The Debtors shall use commercially reasonable efforts to, as soon as reasonably practicable after the Debtors receive notice of any such designation, file with the Court, serve on the applicable Counterparties and cause to be published on the Claims Agent Website, a notice of such designation containing sufficient information to apprise Counterparties of the designation of their respective Contracts.

44. As soon as reasonably practicable after the closing of a Sale Transaction, the Debtors will file with the Court, serve on the applicable Counterparties and cause to be published on the Claims Agent Website, a notice containing the list of Contracts that the Debtors assumed and assigned pursuant to any asset purchase agreement with a Successful Bidder.

45. The inclusion of a Contract or Cure Amounts with respect to any Contract on any Assumption and Assignment Notice or any Notice of Auction Results, shall not constitute or be deemed a determination or admission by the Debtors, any Successful Bidder or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code, and shall not be a guarantee that such Contract ultimately will be assumed or

assigned. The Debtors reserve all of their rights, claims and causes of action with respect to each Contract listed on any Assumption and Assignment Notice.

**I. Other Related Relief**

46. In the ordinary course of business, the Lexington Law Firm maintain certain records relating to the clients of Lexington Law that are customary and appropriate for law firms of a similar nature to the Lexington Law Firm (the “Lexington Law Records”). It is anticipated that the Lexington Law Records will be transferred to the Successful Bidder for the Lexington Law Assets as part of the Sale Transaction. In connection with such Sale Transaction, the Lexington Law Records will be maintained and transferred in accordance with any and all applicable rules of professional conduct.

47. All persons and entities that participate in the Auction or bidding for any Asset during the Sale Transaction process shall be deemed to have knowingly and voluntarily (i) consented to the core jurisdiction of the Court to enter any order related to the Bidding Procedures, the Auction or any other relief requested in the Motion or granted in this Order, (ii) waived any right to a jury trial in connection with any disputes relating to the Bidding Procedures, the Auction or any other relief requested in the Motion or granted in this Order, and (iii) consented to the entry of a final order or judgment in connection with any disputes relating to the Bidding Procedures, the Auction or any other relief requested in the Motion or granted in this Order, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

48. The Debtors are authorized to take all steps and pay all amounts necessary or appropriate to implement the relief granted in this Order.

49. This Order shall be binding on the Debtors and its successors and assigns, including any chapter 7 or chapter 11 trustee or other fiducially appointed for the estates of the Debtors.

50. Nothing in this Order and/or the Bidding Procedures, shall be deemed to waive any rights, remedies or defenses that any party (including the Debtors' Surety, Capitol Indemnity Corporation) has or may have under applicable bankruptcy and non-bankruptcy law, under any indemnity agreements, surety bonds or related agreements, or any rights, remedies, or defenses of the Debtors with respect thereto. Nothing in this Order shall be deemed to authorize or provide the Surety's consent to the substitution of any principal under any surety bond.

51. Notwithstanding anything to the contrary herein, nothing in this Order shall (a) have any effect on or otherwise limit or diminish the extent to which the Final DIP Order preserves the Challenge rights of the Committee or (b) be considered as a waiver of the right of the Committee or any other party in interest to object to, or seek to limit, the Credit Bid during the Challenge Period under section 363(k) of the Bankruptcy Code. Terms used in this paragraph 50 but not defined herein shall have the respective meanings ascribed to such terms as in the Final DIP Order.

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

53. To the extent any provisions of this Order are inconsistent with the Motion, the terms of this Order shall control. To the extent any provisions of this Order are inconsistent with the Bidding Procedures, the terms of this Order shall control.

54. Notwithstanding the applicability of any of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014 or any other provisions of the Bankruptcy Rules or the Local Rules stating

the contrary, the terms and provisions of this Order shall be immediately effective and enforceable upon its entry, and any applicable stay of the effectiveness and enforceability of this Order is hereby waived.

55. The Debtors are authorized to make non-substantive changes to the Bidding Procedures, the Assumption and Assignment Procedures, and any related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors.

56. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

**EXHIBIT 1**

**Bidding Procedures**



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

	)	
In re:	)	Chapter 11
	)	
PGX HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-10718 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	

**BIDDING PROCEDURES**

The debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (collectively, the “Chapter 11 Cases”) will use the procedures set forth herein (the “Bidding Procedures”) in connection with a sale or disposition of all or substantially all of the Debtors’ assets (the “Assets”) in one or more sale transactions (each, a “Sale Transaction”).

On June 6, 2023, the Debtors filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) the *Motion of the Debtors for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of All or Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Agreements and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 66] (the “Motion”). By the Motion, the Debtors sought, among other things, entry of an order approving Bidding Procedures<sup>2</sup> for soliciting bids for, conducting an auction (the “Auction”) of, and consummating one or more Sale Transactions of, the Assets, as further described herein.

On August [●], 2023, the Court entered an *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (II) Authorizing the Debtors to Enter into One or More Stalking Horse Agreements and to Provide Bidding Protections Thereunder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof,*

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580); Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213); eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progrexion ASG, Inc. (5153); Progrexion Holdings, Inc. (7123); Progrexion IP, Inc. (5179); Progrexion Marketing, Inc. (5073); and Progrexion Teleservices, Inc. (5110). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

<sup>2</sup> All capitalized terms not herein defined shall have the meanings ascribed to them in the Motion and/or the Bidding Procedures Order (as defined below), as applicable.

*(IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (VI) Granting Related Relief* [Docket No. [●]] (the “Bidding Procedures Order”).

## **I. ASSETS FOR SALE**

The sale of the Assets shall be subject to a competitive bidding process as set forth herein and approval by the Court pursuant to sections 105, 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1, 6004-1 and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

Subject to the remaining terms of these Bidding Procedures, a Prospective Bidder (as defined in Section IV below) may bid on the Assets (i) in individual lots (by brand and/or by division or any other combination), (ii) as a collective whole, or (iii) in any combination.

The ability to undertake and consummate any sale of the Assets shall be subject to competitive bidding as set forth herein and approval by the Court. In addition to any Stalking Horse Bid, and as set forth herein, the Debtors will consider bids for any or all of the Assets in a single bid from a single bidder or in multiple bids from multiple bidders. Any bid for an individual Asset, even if such bid is the highest or otherwise best bid for such individual Asset, is subject to higher or otherwise better bids (including any Credit Bid (as defined in Section VI.A.3 below)) on packages of Assets that include the individual Asset. Additionally, any bid on all of the Assets is subject to bids on individual Assets or packages of Assets (including Credit Bids) that are, in the aggregate, higher or otherwise better bids. Any party interested in submitting a bid for any of the Debtors’ Assets should contact Greenhill & Co., LLC, ProjectPretzel@greenhill.com Attn: Neil Augustine.

## **II. STALKING HORSE PROCEDURES**

### **A. The Stalking Horse Bidders**

On August [●], 2023, the Debtors entered into:

- an asset purchase agreement with Lender AcquisitionCo LLC (together with each of its permitted successors, assigns and designees) (the “Progrexion Stalking Horse Bidder” and such asset purchase agreement, the “Progrexion APA”), whereby the Progrexion Stalking Horse Bidder will serve as the stalking horse bidder for the Transferred Assets (as defined in the Progrexion APA); and
- an asset purchase agreement with AcquisitionCo (together with each of his permitted successors, assigns and designees) (the “Lexington Law Stalking Horse Bidder” and such asset purchase agreement, the “Lexington Law APA”), whereby the Lexington Law Stalking Horse Bidder will serve as the stalking horse bidder for the Lexington Law Assets (as defined in the Lexington Law APA).

Pursuant to the Bidding Procedures Order, the Debtors obtained approval of:

- the Progexion APA, as a Stalking Horse Bid for the Transferred Assets (the “Progexion Stalking Horse Bid”); and
- the Lexington Law APA, as a Stalking Horse Bid for the Lexington Law Assets (the “Lexington Law Stalking Horse Bid”).

## **B. Designating Additional Stalking Horse Bidders**

The Debtors may, as they deem necessary or appropriate and in accordance with the terms of the Bidding Procedures Order, these Bidding Procedures and the DIP Orders (as defined in the DIP Motion (as defined below)), enter into one or more additional agreements (each, an “Additional Stalking Horse APA” and, together with the Progexion APA and the Lexington Law APA, the “Stalking Horse Agreements” and each a “Stalking Horse Agreement”) with one or more other bidders that the Debtors designate to serve as a stalking horse bidder (each, an “Additional Stalking Horse Bidder” and, together with the Progexion Stalking Horse Bidder and the Lexington Law Stalking Horse Bidder, the “Stalking Horse Bidders” and each a “Stalking Horse Bidder”) for Assets other than those Assets subject to the Stalking Horse Agreements set forth in Section II.A above. Recognizing an Additional Stalking Horse Bidder’s expenditure of time, energy and resources, the Debtors may determine to provide certain bidding protections to any designated Additional Stalking Horse Bidder, including a “break-up” fee and/or an expense reimbursement, in each case, in accordance with the terms of the Bidding Procedures Order and the applicable Additional Stalking Horse APA. Any Additional Stalking Horse Bidder designated by the Debtors in accordance with these Bidding Procedures will be so designated by no later than **the later of (A) July 27, 2023 and (B) seven calendar days prior to the Bid Deadline.**

### **1. Additional Stalking Horse Notice**

Within two (2) days after executing an Additional Stalking Horse APA, the Debtors will file with the Court, serve on the Sale Notice Parties (as defined in Section X.B below) and cause to be published on the website maintained by Kurtzman Carson Consultants LLC, the Debtors’ claims and noticing agent in these Chapter 11 Cases, located at [www.kccllc.net/PGX](http://www.kccllc.net/PGX) (the “Claims Agent Website”), a notice (each such notice, an “Additional Stalking Horse Notice”) setting forth the material terms of the proposed Additional Stalking Horse APA, including:

- a. The identity of the Additional Stalking Horse Bidder, the Assets that are subject to the Additional Stalking Horse Bid, and the purchase price payable for the applicable Assets; and
- b. The terms and conditions of any “break-up” fee and/or expense reimbursement to be provided thereunder.

### **2. Additional Stalking Horse Hearing**

No hearing shall be necessary for the Debtors to designate an Additional Stalking Horse Bidder unless the Debtors, the DIP Lenders, and the Consultation parties cannot agree regarding the designation of or bidding protections for an Additional Stalking Horse Bidder. In such case,

the Debtor may file a motion to designate an Additional Stalking Horse Bidder (each, an “Additional Stalking Horse Motion”) with the Court upon fourteen (14) days’ notice to all Consultation Parties. The Debtors will request that the Court schedule a hearing (each, an “Additional Stalking Horse Hearing”), in each case, to be held within five (5) business days, or as soon as reasonably practicable, after service of the applicable Additional Stalking Horse Motion, to consider approval of the applicable Additional Stalking Horse APA and the provision of bidding protections thereunder.

### **3. Additional Stalking Horse Bidding Protection Objections**

Any objection to the provision of a “break-up” fee and/or expense reimbursement offered to an Additional Stalking Horse Bidder in accordance with this Section II.B.3 (each such objection, a “Bidding Protection Objection”) must (a) be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; and (b) be filed with the Court and served on the applicable Objection Notice Parties (as defined in Section X.D below) within three (3) calendar days after service of the applicable Additional Stalking Horse Notice. If the parties are unable to consensually resolve a Bidding Protection Objection, such Bidding Protection Objection will be heard and resolved by the Court at the applicable Additional Stalking Horse Hearing. If no timely Bidding Protection Objection is filed and served in accordance with these Bidding Procedures, the Debtors may seek permission from the Court to file, upon certification of counsel and the consent of the United States Trustee for the District of Delaware (the “U.S. Trustee”) and the Consultation Parties (as defined in Section XI below), a proposed order authorizing and approving the Debtors’ entry into the applicable Additional Stalking Horse APA and the provision of a “break-up” fee and/or expense reimbursement thereunder in lieu of holding an Additional Stalking Horse Hearing.

### **III. KEY DATES AND DEADLINES**

<b><u>SALE PROCESS KEY DATES AND DEADLINES</u></b>	
<i>(all times are prevailing Eastern Time)</i>	
<b>Two business days (or as soon reasonably practicable thereafter) after the entry of the Bidding Procedures Order</b>	Deadline for Debtors to file and serve the Sale Notice
<b>Three business days (or as soon reasonably practicable thereafter) after the entry of the Bidding Procedures Order</b>	Deadline for Debtors to file and serve the Assumption and Assignment Notice
<b>Four business days (or as soon reasonably practicable thereafter) after the entry of the Bidding Procedures Order</b>	Deadline for the Debtors to publish the Publication Notice
<b>The later of (i) July 27, 2023 and (ii) seven days prior to the Bid Deadline</b>	Deadline to designate Additional Stalking Horse Bidders

<b>August 11, 2023, at 5 p.m. (No later than 68 days after the Petition Date)</b>	Bid Deadline
<b>August 11, 2023, at 5 p.m.</b>	First Sale Objection Deadline <sup>3</sup>
<b>August 14, 2023, at 5 p.m. (or as reasonably practicable before the Auction)</b>	Deadline for Debtors to Notify Bidders of Status as Qualified Bidders
<b>August 15, 2023, at 5 p.m. (No later than 72 days after the Petition Date)</b>	Auction (if any)
<b>The later of (i) August 16, 2023, at 5 p.m. and (ii) one day after the conclusion of the Auction</b>	Deadline for Debtors to file Notice of Auction Results
<b>The later of (i) August 18, 2023, at 5 p.m. and (ii) three days prior to the Sale Hearing</b>	Post-Auction Objection Deadline
<b>August 18, 2023, at 5 p.m.</b>	General Sale Objection Deadline <i>applicable to the U.S. Trustee and all parties in interest not subject to the First Sale Objection Deadline</i>
<b>August 22, 2023, at 5 p.m.</b>	Reply Deadline in Support of Proposed Sale(s)
<b>August 25, 2023, at 10 a.m.</b>	Sale Hearing
<b>August 25, 2023 (No later than 82 days after the Petition Date)</b>	Deadline for Court to enter Sale Order
<b>September 17, 2023 (No later than 105 days after the Petition Date)</b>	Deadline to consummate approved Sale Transactions

#### IV. DUE DILIGENCE

The Debtors have posted copies of all material documents related to the Assets to the Debtors' confidential electronic data room (the "Data Room"). Each person or entity (other than the Stalking Horse Bidders identified in Section II.A above) that desires to participate in the Auction process (each, a "Prospective Bidder") and seeks access to the Data Room must first deliver to each of the Bid Notice Parties (as defined in Section X.A below) the following:

- A. An executed confidentiality agreement, in form and substance satisfactory to the Debtors and containing terms no more favorable to the Prospective Bidder than those contained in any confidentiality agreement executed by the Stalking Horse

<sup>3</sup> For the avoidance of doubt, the First Sale Objection Deadline is applicable solely with respect to the following parties: the (i) Committee, (ii) DIP Lenders, (iii) Prepetition First Lien Lenders, (iv) Prepetition Second Lien Lenders, (v) Progrexion Stalking Horse Bidder, (vi) Lexington Law Stalking Horse Bidder, and (vii) CFPB.

Bidder identified in Section II.A above (unless such party is already a party to an existing confidentiality agreement with the Debtors that is acceptable to the Debtors for this due diligence process, in which case such agreement shall govern); and

- B. Sufficient information, as reasonably determined by the Debtors, to allow the Debtors to determine that the interested party intends to access the Data Room for a purpose consistent with these Bidding Procedures.
- C. With respect to Prospective Bidders that desire to participate in an Auction (if any) that includes the Lexington Law Assets, sufficient information, as reasonably determined by the Debtors, to allow the Debtors to determine that the interested party's ownership and/or profit-sharing arrangements would comply with applicable rules of professional conduct and/or other applicable laws or regulations if such interested party were to in fact acquire the Lexington Law Assets.

The Debtors shall grant all Stalking Horse Bidders identified in Section II.A above and, upon execution of a valid confidentiality agreement and up to and including the Bid Deadline, any Prospective Bidder, access to the Data Room or additional information allowing such Prospective Bidder to conduct due diligence on the potential acquisition of some or all of the Assets. Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets (a) to any person or entity who (i) is not a Prospective Bidder, (ii) does not comply with the participation requirements set forth above, or (iii) in the case of competitively sensitive information, is a competitor of the Debtors and (b) if and to the extent doing so would (1) violate any law to which the Debtors are subject, including any privacy law, (2) result in the disclosure of any trade secrets of third parties in breach of any contract with such third party, (3) violate any legally-binding obligation of any Debtor with respect to confidentiality, non-disclosure or privacy or (4) jeopardize protections afforded to any Debtor under the attorney-client privilege or the attorney work product doctrine (provided that, in case of each of clauses (1) through (4), the Debtors shall use commercially reasonable efforts to (x) provide such access as can be provided (or otherwise convey such information regarding the applicable matter as can be conveyed) without violating such privilege, doctrine, contract, obligation or law and (y) provide such information in a manner without violating such privilege, doctrine, contract, obligation or law). Notwithstanding the foregoing, the Debtors reserve the right, in their discretion, to withhold or limit access to any information that the Debtors determine to be sensitive or otherwise not appropriate to disclose to any Prospective Bidder. The Debtors shall provide the Stalking Horse Bidders identified in Section II.A above with any information provided to a Prospective Bidder that has not already been provided to the Stalking Horse Bidders.

The Debtors may terminate access to the Data Room and any other non-public information in their reasonable discretion at any time, including if (a) a Prospective Bidder fails to become a Qualified Bidder (as defined below) or (b) these Bidding Procedures are terminated. The Prospective Bidder shall return or destroy any non-public information the Debtors or their advisors provided to the Prospective Bidder in accordance with the terms of the confidentiality agreement executed by the Debtors and the Prospective Bidder.

The Debtors will work to accommodate all reasonable requests from the Stalking Horse Bidders and any Prospective Bidders for additional information and due diligence access. Each

Prospective Bidder shall be required to acknowledge that it has had an opportunity to conduct any and all due diligence regarding the Assets in conjunction with submitting its Bid (as defined below). All due diligence requests shall be directed to Greenhill & Co., LLC, ProjectPretzel@greenhill.com Attn: Neil Augustine.

## V. BID DEADLINE

Any Prospective Bidder that intends to participate in the Auction must submit in writing to the Bid Notice Parties a bid (a "Bid") on or before **August 11, 2023, at 5 p.m. (prevailing Eastern Time)** (the "Bid Deadline").

The Debtors may, in their reasonable judgment, and in consultation with the Consultation Parties, extend the Bid Deadline for all or certain Prospective Bidders (provided that the Bid Deadline for Assets subject to a Stalking Horse Bid shall not be extended beyond 55 days after the Petition Date without the consent of the applicable Stalking Horse Bidder for such Assets).

## VI. BID REQUIREMENTS

### A. Qualified Bid Requirements

To qualify as a "**Qualified Bid**," a Bid must be in writing and determined by the Debtors to satisfy the following requirements:

1. Identification of Bidder. A Qualified Bid must fully disclose the following: (a) the legal identity of each person or entity bidding for the applicable Assets and/or otherwise sponsoring, financing (including through the issuance of debt in connection with such Bid) or participating in (including through license or similar arrangement with respect to the Assets to be acquired in connection with such Bid) the Auction in connection with such Bid and the complete terms of any such participation; (b) any past or present connections or agreements with the Debtors or their non-Debtor affiliates, any Stalking Horse Bidder(s), any other known Prospective Bidder or Qualified Bidder, the Prepetition First Lien Lenders (as defined in the Bidding Procedures Order) or any officer or director of any of the foregoing (including any current or former officer or director of the Debtors or their non-Debtor affiliates) and (c) with respect to any Bid that includes the Lexington Law Assets, the legal identity of each person that holds, as of the date the Bid is being submitted, any equitable interest whatsoever in the Prospective Bidder (including, without limitation, any capital stock, convertible securities, options, warrants or similar instruments), and the status of each such person as a "lawyer" (as such term is defined in any applicable rules of professional conduct).
2. Purchased Assets. A Qualified Bid must identify the following:
  - a. the Assets to be purchased (including any then-known executory contracts and unexpired leases (collectively, the "Contracts")) such Prospective Bidder wishes to bid on. For the avoidance of doubt, a

Bid may be a bid on the Assets in either (i) individual lots (by brand and/or by division or any other combination), (ii) as a collective whole, or (iii) in any combination;

- b. the liabilities (including applicable Cure Amounts (as defined in the Stalking Horse Agreements)), if any, to be assumed by the Prospective Bidder in the Sale Transaction, including any debt to be assumed; and
- c. if a Bid is for more than one Asset, an allocation of the purchase price across the individual Assets.

3. Form of Consideration.

- a. Credit Bidding. A Stalking Horse Bidder or Prospective Bidder holding a perfected security interest in any of the Assets may seek to credit bid all or a portion of the Stalking Horse Bidder's or the Prospective Bidder's claims for the collateral in which it holds a perfected security interest (each such Bid, a "Credit Bid") in accordance with section 363(k) of the Bankruptcy Code. A Credit Bid may be applied only with respect to those Assets in which the party submitting such Credit Bid holds a perfected security interest.

For the avoidance of doubt, (i) Blue Torch Finance LLC, as administrative agent and collateral agent (in such capacities, the "Prepetition First Lien Agent"), on behalf of the Prepetition First Lien Lenders, (ii) the Prepetition First Lien Lenders, (iii) Lender AcquisitionCo LLC, (iii) the DIP Agent, on behalf of the DIP Lenders (each as defined in the DIP Motion<sup>4</sup>) or (iv) the DIP Lenders, as applicable, will be deemed to be a Qualified Bidder, for all purposes and requirements pursuant to these Bidding Procedures, notwithstanding the requirements that a Prospective Bidder must satisfy to be a Qualified Bidder, and any Bid submitted by any party identified in this paragraph will be deemed to be a Qualified Bid, for all purposes and requirements pursuant to these Bidding Procedures, notwithstanding the requirements that a Bid must satisfy to be a Qualified Bid, including the requirements, among others, that each Bid must be irrevocable and to deliver a confidentiality agreement and post a Good Faith Deposit (as defined herein).

- b. Form of Consideration and Allocation. A Bid must specify whether the Bid is an all cash offer (including confirmation that the cash component is in U.S. Dollars) or consists of certain non-cash

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<sup>4</sup> "DIP Motion" means the *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 17].



components, such as a credit bid, assumption of liabilities, or other forms of consideration (and including a detailed analysis of the value of any non-cash component of the Bid) as well as the allocation of the purchase price among the Assets to be acquired and the liabilities to be assumed. Subject to Section VI.A.4 below, to be a Qualified Bid, a Bid (whether on an individual Asset, a package of Assets or all Assets) must include sufficient cash consideration to pay any applicable termination payment, expense reimbursement, or similar payment payable to any Stalking Horse Bidder under the terms of any Stalking Horse Agreement applicable to one or more of the Assets for which the Bid is submitted.

4. Minimum Bid for Stalking Horse Assets. Each Bid submitted in connection with Assets that are the subject of a particular Stalking Horse Bid (any such Assets, the “Stalking Horse Assets”) must either (a) (i) be a Bid for all of the particular Stalking Horse Assets that are the subject of a particular Stalking Horse Bid, (ii) include cash consideration of not less than the sum of the purchase price set forth in the applicable Stalking Horse Agreement (excluding, for the avoidance of doubt, any “Assumed Liabilities” to be assumed by the Stalking Horse Bidder pursuant to the applicable Stalking Horse Bid Agreement) *plus* (A) all “Obligations” outstanding under the DIP Documents (as defined in the DIP Motion) which are not included in the purchase price set forth in the applicable Stalking Horse Agreement, *plus* (B) the any applicable termination payment and/or expense reimbursement, *plus* (C) an Initial Bid Increment (as defined below), and (iii) assume the Assumed Liabilities (as defined in the applicable Stalking Horse Agreement) or (b) propose an alternative transaction that, in the Debtors’ business judgment, provides higher value or better terms than the applicable Stalking Horse Bid, including by exceeding the purchase price of such Stalking Horse Bid *plus* any applicable termination payment and/or expense reimbursement *plus* any applicable Initial Bid Increment, and after taking into account, among other things, in light of all the Bids submitted for the Assets or any combination of Assets, whether there is sufficient cash to pay (x) any applicable termination payment and/or expense reimbursement, (y) any amounts necessary to fund a wind-down of the Debtors estate and, if determined by the Debtors to be in the best interests of the Debtors’ estates, confirmation and administration of a liquidating plan, in an amount not to exceed the Wind Down Amount (as defined in the Progrexion APA), (z) and any DIP financing amount (the “DIP Financing Amount”), in each case, as applicable. For the avoidance of doubt, as to clause (b) in this Section VI.A.4, the Debtors may evaluate each Bid in light of each of the factors set forth therein, but a Bid is not required to meet each factor in order to be determined a Qualified Bid.

The Debtors may consider a Bid for a portion of any applicable Stalking Horse Assets (each such bid, a “Partial Bid”) if (a) the Debtors receive one or more other Partial Bids for the remaining applicable Stalking Horse

Assets such that, when taken together, and after considering the risks associated with consummating several individual Bids, the Partial Bids collectively constitute a higher or otherwise better bid than the applicable Stalking Horse Bid (taking into account any applicable termination payment, expense reimbursement, and the Initial Bid Increment) or (b) the Partial Bid proposes a purchase price for the applicable Stalking Horse Assets that, when taken together with the liquidation or alternative sale value of the remaining applicable Stalking Horse Assets, as determined by the Debtors in good faith with the advice of their legal and financial advisors, exceeds the purchase price in the Stalking Horse Bid *plus* any applicable termination payment and/or expense reimbursement *plus* any applicable Initial Bid Increment, and after taking into account, among other things, in light of all the Bids submitted for the Assets or any combination of Assets, whether there is sufficient cash to pay (x) any applicable termination payment and/or expense reimbursement, (y) the Wind-Down Amount, (z) and the DIP Financing Amount, in each case, as applicable. For the avoidance of doubt, notwithstanding the foregoing, in evaluating any Partial Bid, the Debtors may also consider the factors set forth in Section IV.B.

If the value of a competing Qualified Bid (whether such Qualified Bid is for all of the applicable Stalking Horse Assets or is a Partial Bid) relative to the Stalking Horse Bid includes additional non-cash components (such as fewer contingencies than are in the applicable Stalking Horse Agreement), the bidder should include an analysis or description of the value of any such additional non-cash components, including any supporting documentation, to assist the Debtors in better evaluating the competing Qualified Bid.

“Initial Bid Increment” shall mean (a) with respect to the Progrexion Stalking Horse Bid, \$1 million and (b) with respect to the Lexington Law Stalking Horse Bid, \$250,000.

5. Proposed Asset Purchase Agreement and Sale Order: A Qualified Bid must constitute a *binding and irrevocable* offer and be in the form of an asset purchase agreement reflecting the terms and conditions of the Bid (each, a “Proposed Asset Purchase Agreement”). A Proposed Asset Purchase Agreement shall (a) be duly authorized and executed, (b) be based on, and marked against, (i) in the case of Assets subject to a Stalking Horse Agreement, the applicable Stalking Horse Agreement, and (ii) in the case of Assets not subject to a Stalking Horse Agreement, a form asset purchase agreement provided by the Debtors to Prospective Bidders to reflect the proposed Sale Transaction and to show any other proposed modifications to the form purchase agreement, (c) specify the proposed purchase price for the applicable Assets, and (d) identify any then-known Contracts proposed for or that may be proposed for assumption and assignment in connection with the proposed Sale Transaction. A Qualified Bid must also contain a sale order based on, and marked against, the applicable Sale Order(s)

(as defined below) (which Sale Orders are to be filed by the Debtors no later than five (5) days prior to the Bidding Procedures Hearing) for the applicable assets to reflect the proposed Sale Transaction and to show any other proposed modifications to the applicable Sale Order(s).

6. Financial Information. A Qualified Bid must include the following:
  - a. a statement that the Prospective Bidder is financially capable of timely consummating the Sale Transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement;
  - b. sufficient evidence, as reasonably determined by the Debtors (in consultation with the Consultation Parties), to determine that the Prospective Bidder has, or can obtain, the financial wherewithal to timely consummate the Sale Transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement; and
  - c. Adequate Assurance Information (as defined in Section VI.A.8 below) with respect to any Contracts included or that may be included in the Prospective Bidder's Bid.
  
7. Good Faith Deposit. Each Qualified Bid must be accompanied by a good faith deposit (each, a "Good Faith Deposit") in the form of cash (or other form acceptable to the Debtors in their sole discretion) in an amount equal to ten percent (10%) of the proposed purchase price for the applicable Assets (inclusive of any amount thereof comprising any applicable Credit Bid consideration); *provided*, that no Good Faith Deposit shall be required for any Qualified Bid from any Stalking Horse Bidder or any Qualified Bid that solely contains Credit Bid consideration.

Good Faith Deposits shall be deposited into a trust account maintained on behalf of the Debtors (and to be designated by Debtors) and handled in accordance with Section VII.E of these Bidding Procedures. To the extent a Qualified Bidder increases the purchase price before, during, or after the Auction, the Debtors reserve the right to require that such Qualified Bidder adjust its Good Faith Deposit so that it equals ten percent (10%) of the increased purchase price. The Debtors reserve the right to increase or decrease the Good Faith Deposit for one or more Qualified Bidders in their sole discretion except with respect to any Qualified Bid from any Stalking Horse Bidder or any Qualified Bid that solely contains Credit Bid consideration as set forth above; *provided*, the Debtors may not decrease or waive any Good Faith Deposit without consulting with the Consultation Parties.

8. Adequate Assurance. A Qualified Bid must include evidence of the Prospective Bidder's (or any other relevant assignee's) ability to comply with section 365 of the Bankruptcy Code (to the extent applicable),

including providing adequate assurance of such Prospective Bidder's (or any other relevant assignee's) ability to perform future obligations arising under any Contracts included in its Bid. The Debtors may require the following information in connection with demonstrating adequate assurance of future performance: information evidencing the Prospective Bidder's (or any other relevant assignee's) financial wherewithal and willingness to perform under any Contracts included in the Bid, which information may include (i) a corporate organizational chart or similar disclosure identifying corporate ownership and control, (ii) financial statements, (iii) tax returns, (iv) annual reports and (v) with respect to Qualified Bid's including a Bid on the Lexington Law Assets, certificate(s) of good standing and/or other written certification evidencing the Prospective Bidder's (and the Prospective Bidder's interest holders') qualification(s) as a lawyer (the information described in this Section VI.A.8, the "Adequate Assurance Information"). All Adequate Assurance Information must be in a form that will permit its immediate dissemination to the applicable Counterparties (as defined below).

9. Representations and Warranties. A Qualified Bid must include the following representations and warranties:
  - a. a statement that the Prospective Bidder has had an opportunity to conduct any and all due diligence regarding the Debtors' businesses and the applicable Assets prior to submitting its bid;
  - b. a statement that the Prospective Bidder has relied solely upon its own independent review, investigation and/or inspection of any relevant documents and the Assets in making its bid and did not rely on any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtors' businesses or the applicable Assets or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in a Stalking Horse Agreement;
  - c. a statement that all proof of financial ability to consummate the applicable Sale Transaction in a timely manner and all information provided to support adequate assurance of future performance is true and correct; and
  - d. a statement that the Prospective Bidder agrees to be bound by the terms of the Bidding Procedures.
  
10. Authorization. A Qualified Bid must (a) include evidence of authorization and approval from the Prospective Bidder's board of directors (or comparable governing body) with respect to the submission, execution and

delivery of any bid for the Assets, participation in the Auction and closing of the Sale Transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement or (b) if the Prospective Bidder is an entity formed for the purpose of effecting the proposed Sale Transaction, a Qualified Bid must provide written evidence acceptable to the Debtors of authorization and the approval by the equity holder(s) of such Prospective Bidder.

11. Joint Bids. The Debtors will be authorized to approve joint Bids in their discretion on a case-by-case basis, so long as a joint bid meets the Qualified Bid requirements and the applicable bidders otherwise comply with these Bidding Procedures. Approved joint Bids shall be treated as bids for all purposes. In addition to the other requirements of these Bidding Procedures, a joint Bid shall include a concise description of the nature of such partnership or joint Bid to the extent reasonably practicable.
  
12. Other Requirements. A Qualified Bid must:
  - a. state that the Prospective Bidder agrees to serve as a backup bidder (a "Backup Bidder") if such bidder's Qualified Bid is selected at the Auction as the next highest or next best bid after the Successful Bid (as defined in Section VII.C.1 below) for the applicable Assets (each such bid, a "Backup Bid"); provided, that as to any Stalking Horse Bidder, the terms of any applicable Stalking Horse Agreement shall control as to any Backup Bidder and Backup Bid requirement, and no Stalking Horse Bidder shall be required to serve as a Backup Bidder, notwithstanding such Stalking Horse Bidder's Stalking Horse Bid being the next highest or next best bid after a Successful Bid for the applicable Assets, without its prior written consent.
  
  - b. state that the bid, as may be modified before or during the Auction, represents a binding, irrevocable, good-faith and *bona fide* offer to purchase the applicable Assets and is not subject to or conditioned on any due diligence, financing, or other contingency (other than the conditions to closing under the applicable agreement), and is irrevocable until the later of (i) the applicable outside date for consummation of the applicable Sale Transaction or (ii) the Backup Bid Expiration Date (as defined in Section VII.C.2 below);
  
  - c. except as otherwise may be provided in a Stalking Horse Agreement, expressly state and acknowledge that the Prospective Bidder shall not be entitled to a break-up fee, termination fee, expense reimbursement or other "bidding protection" in connection with the submission of a bid for the Assets or otherwise participating in the Auction or the Sale Transaction process, unless otherwise granted by the Debtors and approved by an order of the Court;

- d. state that the Prospective Bidder is committed to closing the Sale Transaction contemplated in its Bid as soon as practicable and in any case no later than the applicable deadline to consummate an approved Sale Transaction set forth herein;
- e. specify (i) whether the Qualified Bidder intends to hire any of the Debtors' employees and (ii) the proposed treatment of the Debtors' prepetition compensation, incentive, retention, bonus or other compensatory arrangements, plans, or agreements, including offer letters, employment agreements, consulting agreements, retiree benefits, and any other employment related agreements (collectively, the "Employee Obligations");
- f. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code or the payment of any broker fees or costs in connection with bidding for any of the Assets and/or otherwise participating in the Auction or the Sale Transaction process;
- g. include a covenant to cooperate with the Debtors (i) to provide pertinent factual information regarding the Prospective Bidder's operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and any other applicable regulatory requirements and (ii) to obtain Court approval of the Sale Transaction;
- h. state or otherwise estimate the types of transition services, if any, the Prospective Bidder would require of and/or provide to the Debtors, including an estimate of the time any such transition services would be required of and/or provided to the Debtors, if the Prospective Bidder's Bid were selected as the Successful Bid for the applicable Assets;
- i. certify that the Prospective Bidder did not collude with any other bidders and is not otherwise a partnership, joint venture or other entity in which more than one bidder (or any affiliates of a bidder) has a direct or indirect interest, unless consented to in writing by the Debtors;
- j. include a covenant to comply with the terms of these Bidding Procedures and the Bidding Procedures Order; and
- k. include contact information for the specific person(s) the Debtors should contact in the event they have any questions about the Prospective Bidder's bid.

## **B. Bid Review Process**

The Debtors will review each Bid received from a Prospective Bidder to determine whether it meets the requirements set forth above. Based upon their evaluation of the content of each Bid, the Debtors may, as they deem appropriate in their business judgment and in a manner consistent with their fiduciary duties and applicable law, engage in negotiations with any Prospective Bidder for the purposes of (i) curing any deficiencies in a Bid that prevents it from constituting a Qualified Bid, (ii) improving the terms of the Prospective Bidder's Bid or (iii) otherwise promoting a more competitive bidding and Auction process with the ultimate goal of maximizing the value of the Assets.

A Bid received from a Prospective Bidder for all or any portion of the Assets that the Debtors determine meets the requirements set forth in Section V and VI above, and is otherwise satisfactory to the Debtors, will be considered a Qualified Bid and each Prospective Bidder that submits a Qualified Bid will be considered a "Qualified Bidder." The Debtors shall inform Qualified Bidders that their Bids have been designated as Qualified Bids as reasonably in advance of the commencement of the Auction as is practicable.

For the avoidance of doubt, any Stalking Horse Agreement will be deemed a Qualified Bid, and the Stalking Horse Bidder will be deemed a Qualified Bidder, for all purposes and requirements pursuant to the Bidding Procedures, notwithstanding the requirements that a Prospective Bidder must satisfy to be a Qualified Bidder. The Debtors shall, within two (2) calendar days following the Bid Deadline, inform any Stalking Horse Bidder of the Baseline Bid (as defined in Section VII.B.2) received relevant to the Assets under such Stalking Horse Bidder's Stalking Horse Agreement and shall provide copies of the Baseline Bid at the same time other Qualified Bidders receive such information.

In evaluating a Bid, the Debtors may take into consideration any and all factors that the Debtors deem reasonably pertinent, including, without limitation:

- (i) the amount of the proposed purchase price and proposed form of consideration;
- (ii) any Assets and liabilities included in, or excluded from, the Bid, including any Contracts marked for assumption and assignment;
- (iii) the value to be provided to the Debtors under the Bid, including the net economic effect on the Debtors' estates (taking into account any Stalking Horse Bidder's rights with respect to any termination payment, expense reimbursement, any Wind-Down Amount, and the DIP Financing Amount, in each case, as applicable);
- (iv) any benefit to the Debtors' estates from any assumption or waiver of liabilities contemplated by the Bid; (v) any benefit to the Debtors' estates arising from the avoidance of additional costs that may be incurred as a result of the Bid;
- (vi) the structure of the proposed Sale Transaction and any attendant execution risk, including conditions to, timing of and certainty of closing, termination provisions, financing contingencies, availability of financing and general financial wherewithal to meet all commitments, and any required governmental approvals;

- (vii) the impact of the proposed Sale Transaction on employees and the proposed treatment of the Employee Obligations;
- (viii) the impact of the proposed Sale Transaction on the Debtors' trade creditors, licensees, clients and any other parties in interest; and (ix) any other factors the Debtors may reasonably deem relevant and consistent with their fiduciary duties; provided that in conjunction with any Credit Bid, the Debtors must have sufficient cash to pay any applicable termination payment and/or expense reimbursement pursuant to the terms of any Stalking Horse Agreement.

The Debtors will make a determination regarding the Bids that qualify as Qualified Bids and as Baseline Bids and will notify bidders whether they have been selected as Qualified Bidders as reasonably in advance of the commencement of the Auction as is practicable. A Qualified Bidder shall not (without the consent of the Debtors), modify, amend or withdraw its Qualified Bid, unless for the purposes of increasing the purchase price or otherwise improving the terms of the bid, as determined by the Debtors in their business judgment.

The Debtors, in their business judgment reserve the right to reject any Bid (other than any Stalking Horse Bid) if such Bid, among other things, (i) is on terms that are more burdensome or conditional than the terms of any applicable Stalking Horse Agreement, (ii) requires any indemnification of the Prospective Bidder in its asset purchase agreement, (iii) is not received by the Bid Deadline, (iv) is subject to any contingencies (including representations, warranties, covenants and timing requirements) of any kind or any other conditions precedent to such party's obligation to acquire the relevant Assets, (v) seeks any bid protections, or (vi) does not, in the Debtors' determination, include a fair and adequate price or the acceptance of which would not be in the best interests of the Debtors' estates.

Without prejudice to the rights of a Stalking Horse Bidder under the applicable Stalking Horse Agreement, the Debtors may, in their sole discretion, among other things (i) amend or waive the conditions precedent to qualifying as a Qualified Bidder, (ii) extend the Bid Deadline as to any party or with respect to any Assets (provided the Bid Deadline may not be extended beyond 55 days after the Petition Date without the consent of the Stalking Horse Purchasers identified in Section II.A above), (iii) with respect to any Bid that is not a Qualified Bid, the Debtors may provide (but shall not be obligated to provide) the Bidder with the opportunity to remedy any deficiencies prior to the Auction, and/or (iv) postpone or cancel the Auction and terminate the proposed sale(s) for any Assets.

### **C. Bidding Protections**

Other than any bid protections provided to a Stalking Horse Bidder, as applicable, no bidder or any other party shall be entitled to any termination or "break-up" fee, expense reimbursement or any other bidding protections in connection with the submission of a bid for the Assets or for otherwise participating in the Auction or the Sale Transaction process, unless otherwise granted by the Debtors and approved by an order of the Court.



## VII. THE AUCTION

If the Debtors receive more than one Qualified Bid (including any Stalking Horse Bid) for an Asset or combination of Assets, the Debtors will conduct an Auction for such Asset(s). If more than one Qualified Bid exists for acquiring specific combinations of the Assets, then the Debtors may, in the exercise of their reasonable business judgment, and in consultation with the official committee of unsecured creditors appointed in these Chapter 11 Cases (the “Committee”), first conduct a separate Auction (a “Sub-Auction”) for such Assets that have at least one Qualified Bid pursuant to the Bid Procedures; *provided*, that in the event that the Debtors elect to conduct any such Sub-Auction and select an Alternate Transaction (as defined in the applicable Asset Purchase Agreement) for any Asset, any Stalking Horse Bidder, including, without limitation, the Progrexion Stalking Horse Bidder and the Lexington Law Stalking Horse Bidder, may, in its sole discretion, immediately or at any time thereafter terminate such Stalking Horse Bidder’s applicable Stalking Horse Purchase Agreement upon written notice of termination to the Debtors, and, upon delivery of such written notice of termination, the applicable Stalking Horse Purchase Agreement will become void and have no further force and effect and all further obligations of the parties to each other under such Stalking Horse Purchase Agreement will terminate without further obligation or liability of the parties (the “Sub-Auction Stalking Horse Purchaser’s Option”). With respect to any particular Asset for which the Debtors receive only one Qualified Bid by the Bid Deadline, the Debtors may, in their business judgment, and in consultation with the Committee, determine to consummate a Sale Transaction with the applicable Qualified Bidder without conducting an Auction.

In the event the Debtors determine not to hold an Auction for some or all of the Assets, the Debtors will file with the Court, serve on the Sale Notice Parties and cause to be published on the Claims Agent Website, a notice containing the following information, as applicable: (i) a statement that the Auction for the relevant Assets has been canceled, (ii) the identity of the Successful Bidder, (iii) a copy of the Successful Bid or a summary of the material terms of such Successful Bid, including any assumption and assignment of Contracts contemplated thereby, and (iv) the date, time and location of the applicable Sale Hearing.

The Auction, if required, will be conducted on **August 15, 2023, at 5 p.m. (prevailing Eastern Time)**, virtually through Zoom, after providing notice to the Sale Notice Parties; provided, however, the Debtors shall have the right to hold the Auction remotely, including telephonically or by other electronic means (including, without limitation, video conferencing) as the Debtors may choose in their sole discretion, and in consultation with the Committee, so as to comply with all applicable federal, state and local laws, orders, ordinances, guidelines and guidance, including any shelter-in-place, social distancing and non-essential business orders and guidelines. If held, the Auction proceedings will be transcribed and/or video recorded.

### A. Participants and Attendees

Only Qualified Bidders are eligible to participate in the Auction or any Sub-Auction, subject to other limitations as may be reasonably imposed by the Debtors in accordance with these Bidding Procedures. At least one (1) day prior to the Auction or any Sub-Auction, each Qualified Bidder must inform the Debtors in writing whether it intends to participate in the Auction. Qualified Bidders participating in the Auction or specific Sub-Auction must appear via video conferencing

at the Auction or specific Sub-Auction, as applicable, or through a duly authorized representative. Subject to the Auction procedures set forth in Section VII of these Bidding Procedures, all Qualified Bidders and the Consultation Parties are permitted to attend the Auction or any Sub-Auction; provided, that the Debtors may, in their sole discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany each Qualified Bidder at the Auction or specific Sub-Auction. Any creditor and its advisors wishing to attend the Auction may do so by contacting, no later than one (1) day prior to the start of the Auction, the Debtors' advisors.

Each Qualified Bidder participating in the Auction or specific Sub-Auction will be required to confirm in writing and on the record at the Auction or Sub-Auction, as applicable, that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets and (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction or specific Sub-Auction is a binding, good-faith and *bona fide* offer to purchase the Assets identified in such bids.

All Prospective Bidders and Qualified Bidders (including any Stalking Horse Bidder, Successful Bidder and Backup Bidder) shall be deemed to have (i) consented to the core jurisdiction of the Court to enter any order related to these Bidding Procedures, the Auction or, any other relief requested in the Motion or granted pursuant to the Bidding Procedures Order or the construction or enforcement of any agreement or any other document relating to any Sale Transaction, (ii) waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the Auction or the construction or enforcement of any agreement or any other document relating to any Sale Transaction, and (iii) consented to the entry of a final order or judgment in connection with any disputes relating to these Bidding Procedures, the Auction or specific Sub-Auction, the construction or enforcement of any agreement or any other document relating to any Sale Transaction, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

## **B. Auction Procedures**

The Auction or Sub-Auction shall be governed by the following procedures, subject to the Debtors' right to modify such procedures in their business judgment, subject to and in accordance with these Bidding Procedures and the applicable parties' rights under any Stalking Horse Agreement:

1. Auction Packages. Prior to the commencement of the Auction or specific Sub-Auction, the Debtors will make a determination regarding the Assets and/or combinations of Assets for which the Debtors will conduct an Auction (each such Asset or group of Assets, an "Auction Package"). For the avoidance of doubt, the Debtors may, in their business judgment determine to (i) include an individual Asset in more than one Auction

Package and (ii) have an Auction Package for all or substantially all of the Debtors' Assets.

2. Baseline Bids. Prior to the commencement of the Auction or specific Sub-Auction, the Debtors will determine, in their business judgment, the highest and/or best Qualified Bid submitted for each Auction Package (each such Qualified Bid, a "Baseline Bid"). Bidding for each Auction Package at the Auction shall commence at the amount of the applicable Baseline Bid.
3. Minimum Overbid. Bidding at the Auction or Sub-Auction for an Auction Package (or subset thereof) that is subject to Qualified Bids will begin with the Baseline Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid (a "Subsequent Bid") is submitted by a Qualified Bidder that (i) improves on such Qualified Bidder's immediately prior Qualified Bid and (ii) the Debtors determine that such Subsequent Bid is (A) for the first round, a higher or otherwise better offer than the Baseline Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below).

The Debtors will announce at the outset of the Auction or Sub-Auction the minimum required increments for successive Bids (each, such Bid, a "Minimum Overbid"). The Debtors may, in their discretion, announce increases or reductions to Minimum Overbids at any time during the Auction or Sub-Auction.

Upon a Qualified Bidder's declaration of a Bid at the Auction or specific Sub-Auction, the Qualified Bidder must state on the record its commitment to pay within two (2) business days following the Auction or Sub-Auction, if such Bid were to be selected as the Successful Bid or as the Backup Bid for the applicable Auction Package, the incremental amount of the Qualified Bidder's Good Faith Deposit calculated based on the increased purchase price of such bid (such Good Faith Deposit so increased, the "Incremental Deposit Amount") if applicable. Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by any Bid subsequent to a Baseline Bid, the Debtors will, at each round of bidding, consider and/or give effect to (a) any termination payment or expense reimbursement (only if such amount has not previously been paid) payable to any Stalking Horse Bidder under an applicable Stalking Horse Agreement, including the crediting of such amounts to the applicable Stalking Horse Bidder, (b) any additional liabilities to be assumed by a Qualified Bidder under the Bid, including whether such liabilities are secured or unsecured, (c) any additional costs that may be imposed on the Debtors, and (d) the provision of any Wind- Down Amount and treatment of the DIP Financing Amount, as applicable.

4. Leading Bid. After the first round of bidding and between each subsequent round of bidding, the Debtors will announce the bid that they believe to be

the highest or otherwise best offer for the applicable Auction Package (each such bid, a “Leading Bid”) and describe the material terms thereof. Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the material terms of the Leading Bid, subject to the Debtors’ authority to revise the Auction procedures to the extent permitted hereby.

The Auction or any Sub-Auction will be conducted by open bidding in the presence of all other Qualified Bidders and each Qualified Bidder shall have the right to be present for all rounds of open bidding and to submit additional bids and make modifications to its Proposed Asset Purchase Agreement at the Auction to improve its bid. The Debtors may, in their business judgment, engage in discussions and negotiate with any and all Qualified Bidders participating in the Auction or Sub-Auction outside the presence of other bidders before each round of bidding, including to improve or clarify the terms of bids made.

The Debtors shall have the right to determine, in their business judgment, which bid is the highest or otherwise best bid with respect to an applicable Auction Package (including, without limitation, with respect to an Auction Package that includes all or substantially all of the Debtors’ Assets) and, in accordance with the terms of these Bidding Procedures, reject, at any time, without liability (except for any requirement to pay any termination payment or expense reimbursement under a Stalking Horse Agreement, as applicable), any bid that the Debtors deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, these Bidding Procedures, any order of the Court, or the best interests of the Debtors and their estates, including, without limitation, the provision of any Wind-Down Amount and treatment of the DIP Financing Amount, as applicable.

### **C. Auction Results**

1. Successful Bids. Immediately prior to the conclusion of the Auction or a specific Sub-Auction for an Auction Package, the Debtors will (a) determine, consistent with these Bidding Procedures, which Qualified Bid constitutes the highest or otherwise best bid(s) for the Auction Package (each such bid, a “Successful Bid”) and (b) notify all Qualified Bidders at the Auction or Sub-Auction of the identity of the bidder that submitted the Successful Bid for the Auction Package (each such bidder, a “Successful Bidder”) and the amount of the purchase price and other material terms of the Successful Bid. As a condition to remaining the Successful Bidder, the Successful Bidder shall, within two (2) business days after the conclusion of the Auction or Sub-Auction, (i) if applicable, wire to the Debtors in immediately available funds the Incremental Deposit Amount, calculated based on the purchase

price in the Successful Bid(s) and (ii) submit to the Debtors fully executed documentation memorializing the terms of the Successful Bid(s).

2. Backup Bids. Immediately prior to the conclusion of the Auction or Sub-Auction for an Auction Package, the Debtors will (a) determine, in a manner consistent with these Bidding Procedures, which Qualified Bid is the Backup Bid for the Auction Package and (b) notify all Qualified Bidders at the Auction or Sub-Auction for the Auction Package of the identity of the Backup Bidder for the Auction Package and the amount of the purchase price and other material terms of the Backup Bid. Within two (2) business days after the Auction or Sub-Auction, the Backup Bidder shall submit to the Debtors execution versions of the documentation memorializing the terms of the Backup Bid(s).

A Backup Bid will remain binding on the applicable Backup Bidder until the earlier of (a) the first business day after the closing of a Sale Transaction with the Successful Bidder for the applicable Auction Package and (b) 30 days after the Sale Hearing (or such other date as may be set forth in a Stalking Horse Agreement, the “Backup Bid Expiration Date”). If the Sale Transaction with the applicable Successful Bidder is terminated prior to the Backup Bid Expiration Date, the Backup Bidder shall be deemed the new Successful Bidder for the applicable Auction Package and shall be obligated to consummate the Backup Bid as if it were the Successful Bid at the Auction or Sub-Auction; provided, that the Debtors may, in their business judgment and after providing notice to the Sale Notice Parties, elect not to pursue the Sale Transaction contemplated by the Backup Bid.

3. Notice of Auction or Sub-Auction Results. By the later of (a) **August 16, 2023** and (b) one day after the conclusion of the Auction or Sub-Auction, or as soon as is reasonably practicable thereafter, the Debtors will file with the Court, serve on the Sale Notice Parties and cause to be published on the Claims Agent Website, a notice setting forth the results of the Auction or Sub-Auction (the “Notice of Auction Results”), which will (a) identify each Successful Bidder and each Backup Bidder, (b) include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bids, including any proposed assumption and assignment of Contracts contemplated thereby, and (c) set forth the Post-Auction Objection Deadline (as defined in Section X.D below), the date, time and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction or any Sub-Auction.
4. The Debtors’ presentation to the Bankruptcy Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtors’ acceptance of such Bid. The Debtors will have accepted a Successful Bid

only when such Successful Bid has been approved by the Bankruptcy Court at the Sale Hearing.

#### **D. Additional Auction Procedures**

The Debtors may announce at the Auction or a specific Sub-Auction additional procedural rules (*e.g.*, among other things, the amount of time to make Subsequent Bids, the amount of the Minimum Overbid, or the requirement that parties submit “best and final” Bids) for conducting the Auction or specific Sub-Auction or otherwise modify these Bidding Procedures; provided, that such rules (i) are not materially inconsistent with the Bidding Procedures Order, the DIP Orders, these Bidding Procedures, the Bankruptcy Code or any order of the Bankruptcy Court, (ii) are disclosed to each Qualified Bidder during the Auction or Sub-Auction, and (iii) are in form and substance acceptable to the DIP Lenders (as defined in the Bidding Procedures). For the avoidance of doubt, any bid for any Assets included in any Auction Package shall be subject to a determination by the Debtors, in their business judgment and in accordance with the other provisions of these Bidding Procedures, that (i) a bid for substantially all of the Debtors’ Assets and/or (ii) a combination of bids that groups the Assets together differently is the highest or otherwise best offer for such Assets.

#### **E. Disposition of Good Faith Deposit**

1. Prospective Bidders. Within five business days after the Debtors make final determinations as to which Prospective Bidders qualify as Qualified Bidders, a Prospective Bidder’s Good Faith Deposit shall be returned to any such Prospective Bidder that did not qualify as a Qualified Bidder, as confirmed by the Debtors. Upon the authorized return of a Prospective Bidder’s Good Faith Deposit in accordance with this Section VII.E, the bid of such Prospective Bidder shall be deemed terminated and no longer binding against the Prospective Bidder.
2. Qualified Bidders.
  - a. Forfeiture of Good Faith Deposit. The Good Faith Deposit of a Qualified Bidder shall be forfeited if the Qualified Bidder attempts to withdraw its Qualified Bid, except as may be permitted by these Bidding Procedures, during the time the Qualified Bid remains binding and irrevocable under these Bidding Procedures. The Debtors and their estates shall be entitled to retain the Qualified Bidder’s Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of the Qualified Bidder’s failure to adhere to the terms of these Bidding Procedures and/or the relevant Qualified Bid. In the event that a Qualified Bidder’s Good Faith Deposit is deemed forfeited, such Qualified Bidder’s Good Faith Deposit shall be released by wire transfer of immediately available funds to an account designated by the Debtors within two (2) business days after receipt of written notice by an authorized officer of the Debtors stating that the

applicable Qualified Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the applicable Qualified Bid.

- b. Return of Good Faith Deposit. With the exception of the Good Faith Deposits of Successful Bidders and Backup Bidders and any forfeiture of a Good Faith Deposit as described above, any other Qualified Bidder's Good Faith Deposit shall be returned within 5 business days after the conclusion of the Auction for the applicable Auction Package.
- c. Backup Bidder. Any Backup Bidder's Good Faith Deposit shall be returned within 5 business days after the occurrence of the applicable Backup Bid Expiration Date.
- d. Successful Bidder. At the closing of a Sale Transaction, the Successful Bidder shall be entitled to a credit against the purchase price for the applicable Assets in the amount of the Successful Bidder's Good Faith Deposit (and, in the case of a Successful Bidder that was a Stalking Horse Bidder where there is bidding on the Assets subject to the Stalking Horse Agreement, that Successful Bidder shall be entitled to a credit against the purchase price in an amount equal to any termination payment and/or expense reimbursement that would have been payable under the applicable Stalking Horse Agreement had the Stalking Horse Bidder not participated in the Auction). The Good Faith Deposit of a Successful Bidder shall be forfeited if the Successful Bidder fails to consummate the applicable Sale Transaction because of a breach that entitles the Debtors to terminate the applicable asset purchase agreement with such Successful Bidder, and the Debtors and their estates shall be entitled to retain the Successful Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of such breach. In the event that a Successful Bidder's Good Faith Deposit is deemed forfeited, such Good Faith Deposit shall be released by wire transfer of immediately available funds to an account designated by the Debtors within two (2) business days after receipt of written notice by an authorized officer of the Debtors stating that the applicable Successful Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the applicable Successful Bid.

## VIII. SALE HEARING

Each Successful Bid (including any Backup Bid that is subsequently deemed a Successful Bid) will be subject to approval by the Bankruptcy Court. The hearing to approve any Sale Transaction consummated in accordance with these Bidding Procedures (except in the case of a Sale Transaction contemplated by a Backup Bid that subsequently is deemed a Successful Bid)

shall take place on **August 25, 2023, at 10 a.m. (prevailing Eastern Time)** (the “Sale Hearing”) before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware.

At the Sale Hearing, the Debtors will seek entry of one or more orders (each, a “Sale Order”) approving, among other things, one or more sales of the Assets to the Successful Bidder(s).

Without prejudice to the rights of a Stalking Horse Bidder under the applicable Stalking Horse Agreement, the Debtors may, in their business judgment (after consulting with the Successful Bidder(s)), adjourn or reschedule the Sale Hearing with sufficient notice to the Sale Notice Parties, including by announcing such adjournment or rescheduling at the Auction or Sub-Auction or in Court on the date of the originally scheduled Sale Hearing.

At the Sale Hearing, the Debtors will seek entry of an order that, among other things: (i) authorizes and approves the Sale Transaction(s) to the Successful Bidder(s) and/or the Backup Bidder(s), (ii) includes a finding that the Successful Bidder(s) and/or the Backup Bidder(s) is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code, and (iii) as appropriate, exempts the Sale Transaction(s) and conveyance(s) of the Assets from any transfer tax, stamp tax or similar tax, or deposit under any applicable bulk sales statute.

## **IX. RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES**

Without prejudice to the rights of a Stalking Horse Bidder under the applicable Stalking Horse Agreement, the Debtors reserve the right to, in their business judgment, in a manner consistent with their fiduciary duties and applicable law, modify these Bidding Procedures, including to, among other things, (a) extend or waive deadlines or other terms and conditions set forth herein, (b) adopt new rules and procedures for conducting the bidding and Auction process, (c) if applicable, provide reasonable accommodations to a Stalking Horse Bidder, or (d) otherwise modify these Bidding Procedures to further promote competitive bidding for and maximizing the of value of the Assets; provided, that such extensions, waivers, new rules and procedures, accommodations and modifications (i) do not conflict with and are not inconsistent with the Bidding Procedures Order, these Bidding Procedures, the Bankruptcy Code or any order of the Bankruptcy Court, (ii) are promptly communicated to each Qualified Bidder, and (iii) do not extend the Bid Deadline, the date of the Auction or the closing of the Auction, unless the DIP Lenders give their prior written consent to do so.

## **X. NOTICING**

### **A. Bid Notice Parties**

Qualified Bids must be submitted in writing to the following parties (collectively, the “Bid Notice Parties”):

- the Debtors, c/o PGX Holdings, Inc., 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111 (Attn: Eric Kamerath) or (as applicable), c/o John C. Heath, Attorney At Law PC, P.O. Box 1173, Salt Lake City, Utah 84110 (Attn: John C. Heath);



- counsel for the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 (Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com) and Chris Ceresa (chris.ceresa@kirkland.com)); and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654 (Attn: Spencer Winters (spencer.winters@kirkland.com); Whitney Fogelberg (whitney.fogelberg@kirkland.com); and Alison J. Wirtz (alison.wirtz@kirkland.com)); and
- solely to the extent they are not an active or prospective bidder with respect to the relevant Asset(s), counsel for the Prepetition First Lien Agent, (i) King & Spalding, 1185 Avenue of the Americas, New York, NY 10036 (Attn: Roger Schwartz, Esq. (rschwartz@kslaw.com); Geoffrey King, Esq. (gking&kslaw.com) and Timothy Fesenmyer, Esq. (tfesenmyer@kslaw.com)) and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, Suite 1600, Wilmington, Delaware 19801, (Attn: Robert J. Dehney (rdehney@morrisnichols.com)).

**B. Sale Notice Parties**

The “Sale Notice Parties” shall include the following persons and entities:

- counsel to any Stalking Horse Bidder;
- all persons and entities known by the Debtors to have expressed an interest to the Debtors in a Sale Transaction involving any of the Assets during the past 12 months, including any person or entity that has submitted a Bid for any of the Assets;
- all persons and entities known by the Debtors to have asserted any lien, claim, interest or encumbrance in the Assets (for whom identifying information and addresses are available to the Debtors), including, for the avoidance of doubt, the Prepetition First Lien Agent (on behalf of the Prepetition First Lien Lenders);
- with respect to any Sale of the Lexington Law Assets, all persons and entities currently and/or formerly represented by the Lexington Law Firm;
- counsel to the Prepetition First Lien Agent, (i) King & Spalding, 1185 Avenue of the Americas, New York, NY 10036 (Attn: Roger Schwartz, Esq. (rschwartz@kslaw.com); Geoffrey King, Esq. (gking&kslaw.com) and Timothy Fesenmyer, Esq. (tfesenmyer@kslaw.com)) and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, Suite 1600, Wilmington, Delaware 19801, (Attn: Robert J. Dehney (rdehney@morrisnichols.com));
- all relevant non-Debtor parties (each, a “Counterparty”) to any Contract that may be assumed or rejected in connection with a Sale Transaction;
- all of the Debtors’ known creditors (for whom identifying information and addresses are available to the Debtors);

- any governmental authority known to have a claim against the Debtors in these Chapter 11 Cases;
- the Federal Trade Commission;
- the Bureau of Consumer Protection;
- the Consumer Protection Financial Bureau;
- the office of the U.S. Trustee;
- all applicable federal, state and local taxing authorities, including the Internal Revenue Service;
- the United States Securities and Exchange Commission;
- the United States Attorney's Office for the District of Delaware;
- United States Attorney General's Office for the District of Delaware;
- the Office of the Attorney General and the Secretary of State in each state in which the Debtors operate;
- counsel for the Committee, Arent Fox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019 (Attn: Andrew I. Silfen (andrew.silfen@afslaw.com) and Beth M. Brownstein (beth.brownstein@afslaw.com)); Arent Fox Schiff LLP, 800 Boylston Street, 32nd Floor, Boston, Massachusetts 02199 (Attn: Justin A. Kesselman (justin.kesselman@afslaw.com)); and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801 (Attn: Eric J. Monzo (emonzo@morrisjames.com), Brya M. Keilson (bkeilson@morrisjames.com), and Jason S. Levin (jlevin@morrisjames.com));
- counsel for any other official committee appointed in these Chapter 11 Cases;
- all of the parties entitled to notice pursuant to Bankruptcy Rule 2002; and
- all other parties as directed by the Court.

**C. Sale Notice and Publication Notice**

Within two (2) and three (3) business days respectively, or as soon as reasonably practicable, after entry of the Bidding Procedures Order, the Debtors will file with the Court, serve on the Sale Notice Parties and cause to be published on the Claims Agent Website a notice (the "Sale Notice") setting forth (A) a description of the Assets available for sale in accordance with these Bidding Procedures, (B) the date, time and location of the Auction and Sale Hearing, (C) the Sale Objection Deadline and Post- Auction Objection Deadline (each as defined in Section X.D below) and the procedures for filing such objections, and, if applicable, (D) a summary of the

material terms of any Stalking Horse Agreement, including the terms and conditions of any termination payment or expense reimbursement to be provided thereunder, as of the date of the Sale Notice.

Within four business days after entry of the Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtors will cause the information contained in the Sale Notice to be published once in *The New York Times* (national edition) (the “Publication Notice”).

#### **D. Sale Objections and Post-Auction Objections**

Objections to a sale of the Assets, including (i) any objection to a sale of the Assets free and clear of all liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code and (ii) entry of any Sale Order shall, by **no later than August 9, 2023, at 5 p.m. (prevailing Eastern Time)** (the “Sale Objection Deadline”), be filed with the Court and served on the following parties (collectively, the “Objection Notice Parties”):

- the Debtors, c/o PGX Holdings, Inc., 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111 (Attn: Eric Kamerath) or (as applicable), c/o John C. Heath, Attorney At Law PC, P.O. Box 1173, Salt Lake City, Utah 84110 (Attn: John C. Heath);
- counsel for the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 (Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com) and Chris Ceresa (chris.ceresa@kirkland.com)); Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654 (Attn: Spencer Winters (spencer.winters@kirkland.com); Whitney Fogelberg (whitney.fogelberg@kirkland.com); and Alison J. Wirtz (alison.wirtz@kirkland.com)); and Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware 19801 (Attn.: Domenic E. Pacitti (dpacitti@klehr.com) and Michael W. Yurkewicz (myurkewicz@klehr.com));
- counsel for the Committee, Arent Fox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019 (Attn: Andrew I. Silfen (andrew.silfen@afslaw.com) and Beth M. Brownstein (beth.brownstein@afslaw.com)); Arent Fox Schiff LLP, 800 Boylston Street, 32nd Floor, Boston, Massachusetts 02199 (Attn: Justin A. Kesselman (justin.kesselman@afslaw.com)); and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801 (Attn: Eric J. Monzo (emonzo@morrisjames.com), Brya M. Keilson (bkeilson@morrisjames.com), and Jason S. Levin (jlevin@morrisjames.com));
- counsel for any other official committee appointed in these Chapter 11 Cases;
- counsel for the Prepetition First Lien Lenders and DIP Lenders, (i) King & Spalding, 1185 Avenue of the Americas, New York, NY 10036 (Attn: Roger

Schwartz, Esq. (rschwartz@kslaw.com); Geoffrey Michael King, Esq. (gking&kslaw.com) and Timothy Fesenmyer, Esq. (tfesenmyer@kslaw.com)); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, Suite 1600, Wilmington, Delaware 19801, (Attn: Robert J. Dehney (rdehney@morrisonichols.com));

- counsel for any relevant Successful Bidder(s); and
- counsel for any relevant Backup Bidder(s).

Following service of the Notice of Auction Results, Sale Notice Parties may object to the conduct of the Auction and/or the particular terms of any proposed Sale Transaction in a Successful Bid, other than with respect to a Stalking Horse Bid (each such objection, a “Post-Auction Objection”) by no later than **later of (i) August 18, 2023, at 5 p.m. (prevailing Eastern Time) and (ii) three (3) days prior to the Sale Hearing** (the “Post-Auction Objection Deadline”). Each Post-Auction Objection shall be filed with the Court and served on the Objection Notice Parties.

#### **E. Notices Regarding Assumption and Assignment of Contracts**

The Debtors will provide all notices regarding the proposed assumption and assignment of Contracts in accordance with the Assumption and Assignment Procedures (as defined in the Bidding Procedures Order).

### **XI. CONSULTATION BY THE DEBTORS**

Throughout the Sale Transaction process, the Debtors and their advisors will consult with the following parties (collectively, the “Consultation Parties”), as provided in these Bidding Procedures, or as is otherwise necessary or appropriate, as determined in the Debtors’ business judgment: (i) the legal and financial advisors for any official committee appointed in these Chapter 11 Cases and (ii) solely to the extent they are not an active or prospective bidder with respect to the relevant Asset(s), or are participating in any way in any active or prospective bid with respect to such Asset(s), the legal and financial advisors for the Prepetition First Lien Lenders.

Notwithstanding the foregoing, the Debtors will not consult with or provide copies of any Bids or other confidential information to any Consultation Party or any insider or affiliate of the Debtors if such party is an active or prospective bidder for the relevant Asset(s) at the applicable time. If, however, a member of an official committee appointed in these Chapter 11 Cases submits a Qualified Bid for any of the Assets, the applicable committee will maintain its consultation rights as a Consultation Party, provided, that such committee excludes the bidding committee member from any discussions or deliberations regarding a transaction involving the relevant Assets, and shall not provide any confidential information regarding the Assets or otherwise involving the Sale Transaction process to the bidding committee member.

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

**EXHIBIT 2**

**Progexion APA**

**ASSET PURCHASE AGREEMENT**

by and among

[LENDER ACQUISITIONCO LLC],

as Buyer,

THE SELLERS PARTY HERETO

and

solely for the purposes stated expressly herein,

BLUE TORCH FINANCE LLC,

as Administrative Agent

Dated as of [●], 2023

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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the “Agreement”), dated as of [●], 2023 (the “Agreement Date”), is made and entered into by and among (i) [Lender AcquisitionCo LLC], a Delaware limited liability company (together with any assignee(s) or designee(s) pursuant to Section 10.2, “Buyer”), (ii) PGX Holdings, Inc., a Delaware corporation (the “Parent”), Progrexion Holdings, Inc., a Delaware corporation (“Progrexion”), Credit.com, Inc., a Delaware corporation (“Credit.com”), eFolks Holdings, Inc., a Delaware corporation (“eFolks Holdco”), Creditrepair.com Holdings, Inc., a Delaware corporation (“Creditrepair.com Holdco”), Progrexion ASG, Inc., a Delaware corporation (“Progrexion ASG”), Progrexion IP, Inc., a Delaware corporation (“Progrexion IP”), Progrexion Marketing, Inc., a Delaware corporation (“Progrexion Marketing”), Progrexion Teleservices, Inc., a Delaware corporation (“Progrexion Teleservices”), eFolks, LLC, a Delaware limited liability company (“eFolks”), Creditrepair.com, Inc., a Florida corporation (“Creditrepair.com”), Credit Repair UK, Inc., a Delaware corporation (“Credit Repair UK”) (each a “Seller,” and collectively, the “Sellers”), and (iii) Blue Torch Finance LLC, a Delaware limited liability company, solely in its capacity as administrative agent for the lenders under the Prepetition First Lien Financing Agreement (defined below) and signing solely with respect to Section 3.2, Section 10.4, and Sections 10.7 to 10.21 of this Agreement (the “Administrative Agent”). The Administrative Agent, Buyer and Sellers collectively are referred to herein as the “Parties” and each, a “Party.”

### RECITALS:

A. The Sellers are engaged in the business of providing credit repair services to consumers (the “Business”).

B. Reference is made to that certain First Lien Financing Agreement, dated as of July 21, 2021, by and among the borrowers from time to time party thereto, the guarantors from time to time party thereto, the lenders from time to time party thereto (the “Prepetition First Lien Lenders”), and the Administrative Agent (as amended by that certain Amendment No. 1 to First Lien Financing Agreement, dated as of July 20, 2022, that certain Amendment No. 2 to First Lien Financing Agreement, dated as of December 28, 2022, that certain Amendment No. 3 to First Lien Financing Agreement, dated as of March 31, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Prepetition First Lien Financing Agreement”). The obligations under the Prepetition First Lien Financing Agreement and the other Loan Documents (as defined below) are secured by valid and duly perfected liens, mortgages and other Encumbrances in and upon all property and assets of, among other parties, the Sellers.

C. Buyer is an entity organized for the purpose of effecting the rights and interests of the Lenders in accordance with the terms and conditions of the Loan Documents and that certain Credit Bid Direction Letter, dated as of [●], 2023 (the “Credit Bid Letter”), executed by the Lenders.

D. Prior to the execution of this Agreement, each of the Sellers filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101 et seq.

(as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) (such cases, the “Cases”).

E. Upon the terms and subject to the conditions set forth in this Agreement, and as authorized under sections 105, 363 and 365 of the Bankruptcy Code as relates to the Sellers, the Sellers propose to sell, transfer and assign to Buyer, and Buyer proposes to purchase, acquire and assume from the Sellers, respectively, the Purchased Assets and Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and upon the terms and subject to the conditions hereof, the Parties, intending to be legally bound, hereby agree as follows:

## **ARTICLE I DEFINITIONS**

1.1 Defined Terms. As used herein, the terms below shall have the following respective meanings:

“Acquired Bank Accounts” shall mean any bank accounts of Sellers that Buyer elects to acquire by written notice to Sellers on or before the date that is ten (10) days prior to Closing; provided that the Parties shall agree in good faith as to one or more bank accounts that the Debtors shall retain in connection with the wind down and liquidation of the Debtor entities and businesses following the Closing.

“Acquired Intellectual Property” shall mean, collectively, all Owned Intellectual Property and Licensed Intellectual Property.

“Administrative Expenses” shall mean, collectively, the administrative expenses incurred by Sellers in the Cases, including expenses of the kind specified in Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 546(c), 546(d), or 726 (to the extent permitted by Law) of the Bankruptcy Code, and any other provision of the Bankruptcy Code (including, subject to entry of the DIP Order, Section 506(c) of the Bankruptcy Code).

“Affiliate” shall mean, 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 and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Allocation Schedule” shall mean the schedule allocating the Purchase Price and the Assumed Liabilities in accordance with Section 1060 of the Code and the Treasury Regulations thereunder and any corresponding requirements of any state, local, or foreign Tax Laws, as applicable.

“Alternate Transaction” shall mean a transaction or transactions pursuant to which any of the Sellers or any of its Affiliates, in one or a series of transactions, sells, transfers, exchanges, leases or otherwise disposes of, directly or indirectly, all or any material portion of the Purchased

Assets, including any transaction effected in connection with the Auction or through any other asset sale, stock sale, share exchange, debt-for-equity swap, joint venture, credit bid, financing, merger, amalgamation, business combination, reorganization, restructuring or recapitalization, a plan of reorganization, a plan of arrangement or any similar transaction, in each case that would not involve a sale or disposition of all or any material portion of the Purchased Assets or the Business to Buyer; provided that neither any disposition of Purchased Assets that is expressly permitted by Section 6.2 of this Agreement, nor the liquidation, dismissal or conversion of the Cases and the dissolution of the Sellers, shall be deemed an Alternate Transaction.

“Approved Budget” shall have the meaning ascribed thereto in the DIP Documents.

“Auction” shall mean the auction for the Purchased Assets to be conducted on the Auction Date in accordance with the terms and provisions of the Bidding Procedures Order and as defined in the Bidding Procedures.

“Auction Date” shall mean the date of the Auction scheduled by the Bankruptcy Court and set forth in the Bidding Procedures Order or such later date as shall be announced by the Sellers in accordance with the Bidding Procedures Order.

“Avoidance Actions” shall mean any and all actual and/or potential claims and causes of action under chapter 5 of the Bankruptcy Code or state fraudulent conveyance, fraudulent transfer, or similar Laws, or any other avoidance actions under the Bankruptcy Code.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure originally promulgated pursuant to 28 U.S.C. § 2075.

“Benefit Plan” shall mean any “employee benefit plan” (within the meaning of Section 3(3) of ERISA) and all pension, severance, retirement, consulting, compensation, profit sharing, commission, employment, change in control, retention, fringe benefit, bonus, stock or other equity, equitybased, option, incentive compensation, restricted stock, stock appreciation right or similar right, phantom equity, profits interests, deferred compensation, employee loan, vacation, paid time off, welfare, medical, dental, vision, flexible benefit, cafeteria, dependent care, disability or wage continuation benefits during periods of absence from work (including short-term disability, long-term disability and worker’s compensation benefits), supplemental unemployment, hospitalization, life insurance, death or survivor benefits, employment insurance, and all other employee benefit plans, programs, policies, practices, agreements and other arrangements, and any funding vehicle therefor now in effect, in each case, whether or not subject to ERISA, whether formal or informal, written or oral, insured or self-insured, funded or unfunded, binding or not, that (i) provides benefits or compensation to, or which has any application to, any present or former employee, director, independent contractor or other individual service provider of any Seller or any beneficiary or dependent of such persons, (ii) is adopted, maintained, sponsored, contributed to, or required to be contributed to by any Seller, or (iii) with respect to which any Seller is a party, is bound, participates in, or has or could reasonably be expected to have any Liability.

“Bid” shall have the meaning ascribed to such term in the Bidding Procedures.

“Bidding Procedures” shall mean the Bidding Procedures filed with the Bankruptcy Court in the form attached hereto as Exhibit A or otherwise in form and substance reasonably acceptable to Buyer.

“Bidding Procedures Motion” shall mean the motion filed in the Cases, which motion shall be in form and substance satisfactory to Buyer (together with all exhibits thereto), (i) seeking approval of (A) this Agreement and the Transactions and (B) the Bidding Procedures and scheduling certain dates, deadlines and forms of notice in connection therewith, (ii) authorizing the payment of the Expense Reimbursement to Buyer, and (iii) granting other related relief, in each case, in form and substance acceptable to Buyer.

“Bidding Procedures Order” shall mean the order entered by the Bankruptcy Court approving the Bidding Procedures Motion, the Bidding Procedures and granting the relief requested therein in the form set forth in Exhibit B and with such modifications or supplements satisfactory to Buyer.

“Business Day” shall mean any day other than a Saturday, Sunday or a legal holiday on which banking institutions in New York City, New York are authorized or obligated by Law or executive order to close.

“Business Employee” means each employee of a Seller as of immediately prior to the Closing.

“Buyer Group” means Buyer, any Affiliate of Buyer and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, advisors, successors or permitted assigns.

“Claims” shall have the meaning as defined in the Bankruptcy Code.

“Closing” shall mean the consummation of the Transactions.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Confidential Information” shall mean all information in any form or medium that relates to the Business, the Purchased Assets or the Assumed Liabilities, including financial information, projections, pricing structures, technical data, Trade Secrets, know-how, ideas, inventions, designs, research, development plans, identities of, and arrangements with, customers and suppliers, software and databases, but shall not include any information that (i) at the time of disclosure thereof is generally available to the public (other than as a result of disclosure in violation of this Agreement), or (ii) is independently developed by the receiving party following the Closing Date without reliance on or use of any Confidential Information.

“Consumer Financial Laws” shall mean the Consumer Financial Protection Act, 12 U.S.C. § 5481 *et seq.*, the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. § 6101 *et seq.*, the Telemarketing Sales Rule, 16 C.F.R. § 310.3 *et seq.*, and all other applicable Laws concerning or relating to consumer financial products or services in any jurisdiction in which any Seller or any of its Affiliates is located or is doing business.

“Contract” shall mean any lease, sublease, license, sublicense, agreement, contract, contract right, obligation, trust, purchase order, sale order, instrument and other similar arrangements, whether or not in written form, that is binding upon a Person or its property (including any commitment to enter into any of the foregoing).

“Credit Documents” shall mean, collectively, the Loan Documents and the DIP Documents.

“Cure Amounts” shall mean all amounts payable that must be paid or otherwise satisfied to cure all of the Sellers’ monetary defaults under the Assumed Contracts at the time of the assumption thereof and assignment to Buyer pursuant to section 365 of the Bankruptcy Code.

“Dataroom” shall mean that certain datasite administered by Box.

“Debt” shall mean, without duplication, (i) indebtedness or other obligations for borrowed money or in respect of loans or advances or issued in substitution for or exchange of indebtedness for borrowed money or loans or advances, whether short-term or long-term, secured or unsecured, (ii) any indebtedness or other obligations evidenced by any note, bond, debenture or other debt security or instrument, (iii) all obligations to pay the deferred purchase price of property or services, contingent or otherwise (including all “earn-out” obligations), (iv) all obligations under interest rate and currency hedging agreements, including swap breakage or associated fees, (v) all obligations arising from bankers’ acceptances, letters of credit (to the extent drawn) and cash/book overdrafts or similar facilities, (vi) all obligations for the payment of which a Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including guarantees of such obligations, (vii) any obligations under leases that have been or are required to be, in accordance with GAAP, recorded as capital leases, (viii) any indebtedness or other obligations secured by an Encumbrance on any Seller’s interest in any assets, and (ix) all accrued interest, premiums, penalties (including any prepayment penalties or premiums) and other obligations related to any of the foregoing.

“Debtors” shall mean the Sellers and their affiliated debtors and debtors in possession that filed the Cases.

“DIP Documents” shall mean that certain Superpriority Secured Debtor-in-Possession Credit Facility by and among the DIP Lenders, the Sellers, and the Administrative Agent, together with the schedules and exhibits attached thereto and all agreements, documents, orders, instruments and/or amendments executed, delivered or entered in connection therewith.

“DIP Facility” shall mean the debtor-in-possession term loan facility pursuant to which the DIP Lenders agreed to provide up to \$19,925,000 million in debtor-in-possession financing commitments on the terms set forth in the DIP Documents.

“DIP Lenders” shall mean the lenders providing the DIP Facility.

“Documents” means all of the 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, maintenance schedules, functional requirements, operating instructions, 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.

“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.

“Equity Interests” of any Person shall mean all (i) shares of capital stock, rights to purchase shares of capital stock, warrants, options, calls or restricted stock (whether or not currently exercisable), (ii) equity appreciation, phantom stock, stock plans, profit participation plans, profit units, profit interests, equity plans or similar rights, (iii) participations or other equivalents of or interests in (however designated, including units thereof) the equity (including common stock, preferred stock and limited liability company, partnership and joint venture interests) of such Person and (iv) securities exchangeable for or convertible or exercisable into any of the foregoing.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“Excluded Cash” shall mean, collectively, all cash on hand and cash drawn under the DIP Facility to the extent necessary to, subject to the terms of the DIP Orders and Approved Budget (each as approved by the Bankruptcy Court in connection with the DIP Facility), (a) satisfy the allowed Professional Fees and Expenses that have accrued, are undisputed and are unpaid as of the Closing Date, (b) pay all Administrative Expenses of the Sellers that are accrued, unpaid, allowed and undisputed as of the effective date in the Cases, subject to the DIP Orders and Approved Budget, (c) fund an orderly liquidation, dismissal or conversion of the Cases and the dissolution of the Sellers (which amount shall be equal to \$2,625,000 (the “Wind Down Amount”)), to be used in accordance with a budget acceptable to the Debtors and Buyer (the “Wind Down Budget”) (to be finalized prior to the Sale Hearing and attached as an exhibit to the Sale Order).

“Expense Reimbursement” shall mean all reasonable and documented out-of-pocket fees and expenses, including all professional fees and expenses and travel expenses, incurred by Buyer or the Administrative Agent in connection with the diligence, negotiation, execution, delivery, performance and enforcement of this Agreement and the Transactions contemplated hereby, in each case, without duplication and to the extent not otherwise payable to, and received by, the Administrative Agent pursuant to the DIP Documents or the Loan Documents, which aggregate total amount shall not, in any event, exceed \$1,000,000.

“Final DIP Order” shall mean an Order of the Bankruptcy Court acceptable to the Administrative Agent in its sole discretion, authorizing and approving on a final basis, among other things, the DIP Documents and the DIP Facility on a final basis (as the same may be

amended, supplemented, or modified from time to time after entry thereof with the consent of Administrative Agent, in its sole discretion) as to which no stay has been entered.

“Final Order” shall mean an Order of the Bankruptcy Court or other applicable court (a) that is not the subject of a pending appeal, petition for certiorari, motion for reconsideration or leave to appeal or other proceeding for review, rehearing or reargument, (b) that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect, and (c) with respect to which the time to appeal, to petition for certiorari, to move for reconsideration or to seek review, rehearing or reargument shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure or other applicable Laws, as applicable.

“GAAP” shall mean United States generally accepted accounting principles.

“Governmental Entity” shall mean any (i) federal, state, provincial, local, municipal, foreign or other government, (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court, arbitrator or other tribunal) or (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Intellectual Property” shall mean all intellectual property and industrial property, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including all: (i) patents and patent applications, all continuations, divisionals, and continuations-in-part of any of the foregoing, all patents issuing on any of the foregoing, and all reissues, renewals, substitutions, reexaminations and extensions of any of the foregoing; (ii) trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions of any of the foregoing (collectively, “Marks”); (iii) internet domain names; (iv) copyrights, works of authorship, and all mask work, database and design rights, whether or not registered or published, all applications, registrations, reversions, extensions and renewals of any of the foregoing, and all moral rights, however denominated (collectively, “Copyrights”); (v) trade secrets and other confidential or proprietary information (collectively, “Trade Secrets”); (vi) rights of publicity, persona rights or other rights to use indicia of any Person’s personality; and (vii) Technology and other intellectual property or industrial property rights arising from or relating to any Technology.

“Interim DIP Order” shall mean an Order of the Bankruptcy Court (as the same may be amended, supplemented, or modified from time to time after entry thereof in accordance with the terms thereof), in form and substance acceptable to the Administrative Agent in its sole discretion, authorizing on an interim basis, among other things, the DIP Documents and the DIP Facility.



“Knowledge of the Sellers” shall mean, as to a particular matter, the actual knowledge of Chad Wallace or Jared Hartley.

“Law” shall mean any federal, state, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order, treaty, administrative interpretation, guideline, principle of common law or equity, judgment enacted, promulgated, issued, enforced or entered by any Governmental Entity.

“Leased Real Property” shall mean each parcel of real property leased by a Seller, together with all rights, title and interest of each such Seller in and to leasehold improvements relating thereto.

“Leases” shall mean all leases, subleases, licenses, concessions and other agreements pursuant to which a Seller holds any Leased Real Property.

“Lenders” shall mean the Prepetition First Lien Lenders and the DIP Lenders, as applicable.

“Lexington Law” shall mean John C. Heath, Attorney At Law, Professional Limited Liability Company, a Utah professional limited liability company.

“Liabilities” shall mean, as to any Person, all debts, adverse claims, liabilities, commitments, responsibilities, and obligations of any kind or nature whatsoever, direct, indirect, asserted or unasserted, absolute or contingent, of such Person, whether accrued, vested or otherwise, whether known or unknown, and whether or not actually reflected, or required to be reflected, in such Person’s balance sheets or other books and records, including any liability for Taxes.

“Licensed Intellectual Property” shall mean all Intellectual Property (other than Owned Intellectual Property) used, held for use or practiced in connection with the Business.

“Loan Documents” shall mean the Prepetition First Lien Financing Agreement, together with the Loan Documents (as defined therein) related thereto, and all other documents, agreements and certificates executed or delivered in connection with or contemplated by the Prepetition First Lien Financing Agreement.

“Material Adverse Effect” shall mean any matter, event, change, occurrence, circumstance, development, condition, fact or effect (each an “Effect”), which, when considered either individually or in the aggregate together with other Effects is or would reasonably be expected to be materially adverse to the Business, the Purchased Assets and the Assumed Liabilities, taken as a whole, or any Seller’s ability to consummate the Transactions; provided that none of the following (or the 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 arising out of, resulting from or attributable to general business or economic conditions affecting (A) the United States or those countries within which any of the Sellers operate, or (B) the industries in which any of the Sellers 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 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 any change in GAAP or regulatory accounting principles or interpretations thereof after the date hereof, or a change in applicable Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Entity (including, for the avoidance of doubt, any such items related to Section 6.5) and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing after the date hereof; (iii) 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 another country 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) terrorist act or 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 any other country; (iv) Effects in, arising from or relating to any global or national health concern, pandemic, or epidemic, (whether or not declared as such by any Governmental Entity), viral outbreak (including “Coronavirus” or “COVID-19” or the worsening thereof) or any quarantine or trade restrictions related thereto; (v) Effects in, arising from or relating to any natural disaster, fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God or any other *force majeure*; (vi) Effects in, arising from or relating to the decline or rise in price of any currency or any equipment, machines, computers, furniture, furnishings, fixtures, supplies, vehicles or other fixed assets necessary to or used in the provision of services by any Seller or their Affiliates (including any resulting inability to meet customer demands and any resulting breaches of Contracts); (vii) 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), except in each case covered by clauses (i) through (vii) to the extent such Effect disproportionately and adversely affects any Seller as compared to other companies in a business similarly situated to that of the Business; (viii) Effects in, arising from or relating to the negotiation, announcement, or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Buyer or Buyer’s plans with respect to the Purchased Assets and Assumed Liabilities, including the impact thereof on the relationships, contractual or otherwise, of the business of Sellers or their Affiliates with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation arising from or relating to this Agreement or the Transactions; (ix) Effects in, arising from or relating to any action required to be taken under any existing Contract to which Sellers or their Affiliates (or any of their assets or properties) is bound; (x) Effects that arise from any seasonal fluctuations in the Business; (xi) 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 Buyer or its Affiliates or Representatives) and any other failure to win or maintain customers or business; (xii) the Effect of any action taken by Buyer or its Affiliates with respect to the Transactions or the financing thereof or any breach by Buyer of this Agreement; or (xiii) (A) the commencement or pendency of the Cases; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the Transactions, (2) the Sale Order or the reorganization or liquidation of the Sellers or their Affiliates, or (3) the assumption or rejection of any Available Contract; or (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Affiliates in compliance therewith.

“Order” shall mean any judgment, order, injunction, writ, ruling, decree, stipulation, award or other binding obligation, pronouncement or determination of any Governmental Entity or arbitration tribunal.

“Ordinary Course of Business” shall mean the conduct and operation of the Business, taken as a whole, in the ordinary course, consistent with past practice and taking into account the commencement and pendency of the Cases.

“Organizational Documents” shall mean, with respect to any Person (other than a natural Person), (i) the certificate or articles of incorporation, formation or organization and any limited liability company, operating or partnership agreement, or similar organizational document adopted or filed in connection with the creation, formation or organization of such Person and (ii) all bylaws and equity holders agreements or similar arrangements to which such Person (or holders of its Equity Interests) is a party relating to the organization or governance of such Person, in each case, as amended or supplemented.

“Owned Intellectual Property” shall mean all Intellectual Property owned or purported to be owned by any Seller.

“Permits” shall mean all licenses, certificates, consents, permits, registrations, quotas, and other authorizations of any Governmental Entity relating to the Purchased Assets or used by the Sellers in connection with the Business, and all pending applications therefor.

“Permitted Encumbrances” shall mean (i) liens for utilities and Taxes, assessments or other governmental charges not yet due and payable, the amount or validity of which is being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) building codes, zoning Laws, entitlement and other land use restrictions, environmental regulations and other similar restrictions imposed by Law or by any Governmental Entity having jurisdiction over any Real Property which are not violated by the current use, occupancy or operation of any Real Property, (iii) easements, rights of way, restrictive covenants, encroachments, and similar non-monetary encumbrances or non-monetary impediments against any of the Purchased Assets which do not, individually or in the aggregate, adversely affect the operation of the Purchased Assets and, in the case of the Leased Real Property, which do not, individually or in the aggregate, adversely affect the use or occupancy of such Leased Real Property as it relates to the operation of the Purchased Assets, (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens incurred in the Ordinary Course of Business for amounts not yet due and payable, (v) licenses granted on a non-exclusive basis, (vi) such other defects, exceptions, restrictions, imperfections in title, charges, easements, restrictions and encumbrances which do not, individually or in the aggregate, materially and adversely affect the operation of the Purchased Assets, (vii) title of a lessor under a capital or operating lease if such lease is an Assumed Contract; and (viii) solely prior to the Closing, any Encumbrances that will be removed or released by operation of the Sale Order.

“Person” shall mean an individual, partnership, joint venture, corporation, business trust, limited liability company, trust, unincorporated organization, association, joint stock company, estate, Governmental Entity or other entity.

“Personal Information” shall mean, in addition to any definition for any similar term (e.g., “personal data” or “personally identifiable information” or “PII”) provided by applicable Law or by the Sellers in any of their privacy policies, notices or contracts, all information that identifies, could be used to identify or is otherwise associated with an individual person or device, whether or not such information is associated with an identified individual. Personal Information may relate to any individual, including a current, prospective, or former customer, end user or employee of any Person, and includes information in any form or media, whether paper, electronic, or otherwise.

“Petition Date” shall mean the date on which the Sellers file voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

“Post-Closing Tax Period” shall mean all taxable years or other taxable periods that end after the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period beginning after the Closing Date.

“Pre-Closing Tax Period” shall mean all taxable years or other taxable periods that end on or before the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period ending on and including the Closing Date.

“Privacy Laws” shall mean any and all applicable Laws, legal requirements and self-regulatory guidelines (including of any applicable foreign jurisdiction) relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (technical, physical or administrative), disposal, destruction, disclosure or transfer (including cross-border) of any Personal Information, including the Federal Trade Commission Act, Health Insurance Portability and Accountability Act (HIPAA), California Consumer Privacy Act (CCPA), Payment Card Industry Data Security Standard (PCI-DSS), and any and all applicable Laws relating to breach notification or marketing in connection with any Personal Information.

“Proceeding” shall mean any action, claim, complaint, arbitration, governmental investigation, prosecution, order, litigation, proceeding, or suit (whether civil, criminal, administrative, investigative, appellate, or informal) 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, or otherwise involving, any Governmental Entity or arbitrator.

“Professional Fees and Expenses” shall mean the reasonable and documented fees and expenses of professionals of Sellers and any committee appointed in the Cases pursuant to section 1102 of the Bankruptcy Code that are accrued and unpaid as of the Closing Date, whether or not included in a fee statement or fee application at such time and whether or not allowed by the Bankruptcy Court at such time.

“Purchased Assets” shall mean all right, title and interest of each of the Sellers, as of the Closing, in, to and under all of the assets, properties, interests, rights and claims of the Sellers as

of the Closing (whether owned, leased, licensed, used or held for use by the Sellers), wherever situated and of whatever kind and nature, real or personal, tangible or intangible, and whether or not reflected on the books and records of the Sellers, including the assets, properties, rights and claims as of the Closing described in Section 2.1, other than the Excluded Assets.

“Real Property” shall mean Leased Real Property.

“Representative” shall mean, with respect to any Person, such Person’s officers, managers, directors, employees, agents and representatives (including any investment banker, financial advisor, accountant, legal counsel or expert retained by or acting on behalf of such Person or its Affiliates).

“Sale Order” shall mean, collectively, the Order or Orders which shall be in a form and substance acceptable to Buyer and Sellers in their sole discretion and which shall, among other things: (i) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code (A) the execution, delivery and performance by the Sellers of this Agreement, including each and every term and condition hereof, and the other instruments and agreements contemplated hereby, (B) the sale of the applicable Purchased Assets of the Sellers to Buyer free and clear of all Encumbrances and Liabilities (other than Permitted Encumbrances), on the terms set forth herein, (C) the assumption of the Assumed Liabilities of the Sellers by Buyer on the terms set forth herein and (D) effective as of the Closing, the release of Sellers from amounts due and owing under the Loan Documents up to an amount equal to the Credit Bid Amount; (ii) authorize the Sellers to assume and assign to Buyer the Assumed Contracts; (iii) find that Buyer has provided adequate assurance of future performance with respect to the Assumed Contracts to which any Seller is a party; (iv) find that Buyer is a “good faith” buyer within the meaning of section 363(m) of the Bankruptcy Code; (v) provide that neither Buyer nor any of its Affiliates or equityholders will have any derivative, successor, transferee or vicarious liability of any kind or character, whether fixed or contingent, for Liabilities of the Sellers (whether under federal or state Law or otherwise), including on account of any Taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Business prior to the Closing (except for such Taxes that constitute Assumed Liabilities); (vi) waive in all necessary jurisdictions, (A) the so-called “bulk sales,” “bulk transfer” and similar Laws, including those related to Taxes and (B) the imposition of any Taxes incurred in connection with the Transactions and the Sale Order; (vii) enjoin all Persons from commencing any proceeding or taking any action against Buyer or any of its Affiliates to recover any claim that such Person has solely against the Sellers or their Affiliates; and (viii) provide that the obligations of the Sellers relating to Taxes, whether arising under Law, by this Agreement (except as specifically set forth in this Agreement), or otherwise, shall be fulfilled by the Sellers.

“Sellers’ Disclosure Schedules” shall have the meaning ascribed to such term in the opening paragraph of Article IV.

“Software” shall mean, collectively, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats,

firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing.

“Successful Bidder” shall mean the winning bidder at the Auction.

“Tax” or “Taxes” shall mean (i) all U.S. federal, state, local, foreign and other taxes, assessments, duties or charges of any kind whatsoever, including, income, profits, gains, net worth, sales and use, *ad valorem*, gross receipts, sales, use, business and occupation, license, premium, minimum, alternative or add-on minimum, environmental, estimated, stamp, customs duties, occupation, property (real or personal), franchise, capital stock, license, excise, value added, payroll, employment, social security (or similar), escheat, unclaimed property, unemployment, transfer, severance, registration, lease, service, recording, documentary, permit or authorization, intangibles or other tax (whether payable directly or by withholding), together with any penalty, fine, addition to tax or interest on the foregoing; (ii) any liability in respect of any items described in clause (i) payable by reason of contract, assumption, transferee or successor liability, operation of Law, Treasury Regulations Section 1.1502-6(a) or any analogous or similar provision of Law (or any predecessor or successor thereof) or otherwise; and (iii) any Liability in respect of any items described in clause (i) as a result of being a “transferee” of the taxpayer or entity or a number of a related, non-arm’s length, affiliated or combined group.

“Tax Return” shall mean any return, declaration, report, claim for refund, or information return or statement (including elections, declarations, disclaimers, notices, disclosures, schedules, estimates) relating to Taxes, including any schedule or attachment thereto, and including any amendment or supplement thereof.

“Technology” shall mean all technology, formulae, algorithms, procedures, processes, methods, techniques, ideas, know-how, creations, inventions (whether patentable or unpatentable and whether or not reduced to practice), discoveries, improvements, product, servicing, business, financial and supplier information and materials, specifications, designs, models, devices, prototypes, schematics and development tools, Software, websites, recordings, graphs, drawings, reports, analyses and other writings and other tangible embodiments of any of the foregoing, in any form or media whether or not specifically listed in this definition.

“Transactions” shall mean the sale of the Purchased Assets pursuant to this Agreement and the other transactions contemplated by this Agreement.

“Transfer Tax” or “Transfer Taxes” shall mean any stamp, sales, use, transfer, conveyance, recording, registration, filing or other similar non-income Tax, fee, duty or charge imposed upon the sale, transfer or assignment of property or any interest therein or the recording thereof, and any penalty, addition to Tax or interest with respect thereto.

“Treasury Regulations” shall mean the regulations promulgated under the Code, as such regulations may be amended from time to time.

“WARN Act” shall mean the Worker Adjustment and Retraining Notification Act of 1988, as amended.

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### 1.3 Other Definitional Provisions and Rules of Interpretation.

(a) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(b) 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) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

(d) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall 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.”



(e) Words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(f) A reference to any Party to this Agreement shall include such Party's successors and permitted assigns.

(g) The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if".

(h) References herein to any Law shall be deemed to refer to such Law as amended, modified, codified, reenacted, replaced, supplemented or superseded in whole or in part and in effect from time to time, including any successor legislation thereto, and also to all rules and regulations promulgated thereunder, and references to any section or other provision of a Law means that section or provision of such Law in effect from time to time and constituting the substantive amendment, modification, codification, reenactment, replacement or supplement of such section or other provision; provided that for purposes of any representation or warranty set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Law, the reference to such Law means such as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(i) All references to "\$" and dollars shall be deemed to refer to the currency of the United States of America.

(j) The provision of a table of contents, the division into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. References to the terms "Article," "Section," "clause," "Schedule" and "Exhibit" are references to the Articles, Sections, clauses, Schedules and Exhibits to this Agreement unless otherwise specified.

(k) References to "days" means calendar days unless Business Days are expressly specified. 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.

(l) References to "written" or "in writing" include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)).

(m) 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.

(n) Any document or item will be deemed "delivered," "provided" or "made available" by the Sellers, within the meaning of this Agreement if such document or item (a) is included in the Dataroom, (b) actually delivered or provided to Buyer or any of Buyer's Representatives or (c) made available upon request, including at the Sellers' or any of their Subsidiaries' offices.

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

## ARTICLE II TRANSFER OF ASSETS AND LIABILITIES

2.1 Purchased Assets. At the Closing, and upon the terms and subject to the conditions set forth herein and in the Sale Order and, with respect to the Sellers, subject to the approval of the Bankruptcy Court pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Sellers shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from the Sellers, all of the right, title and interest of each of the Sellers, free and clear of any Encumbrances (other than Permitted Encumbrances), in, to and under, all of the Purchased Assets. The Purchased Assets shall include Sellers' rights, titles and interests in, to and under each of the following of the Sellers:

(a) other than the Excluded Cash, (i) all cash, money orders, third-party checks, wire transfers and any other funds of the Sellers, commercial paper, marketable securities, demand deposits, reserves for Taxes, certificates of deposit and other bank deposits, deposits of any Seller with any third-party (including any vendor, manufacturer, customer, utility or landlord or other cash deposits for rent, electricity, telephone or otherwise), treasury bills, and other cash equivalents and liquid investments (in each case, net of bank overdrafts, issued but uncleared checks, wire transfers and drafts, and negative cash balances in other accounts), and (ii) the Acquired Bank Accounts;

(b) all deposits, credits, and prepaid charges and expenses from whatever source paid;

(c) all accounts receivable;

(d) all Avoidance Actions and all of the rights, claims or causes of action of the Sellers of any kind, including those available under the Bankruptcy Code, against any officer, director, employee, manager or Affiliate of, or lender to, any Seller or any of their respective Affiliates (and the proceeds of any insurance policies related to any such rights, claims or causes of action) arising at any time prior to the Closing; provided that neither the Buyer nor any Person claiming by, through or on behalf of the Buyer (including by operation of law, sale, assignment, conveyance or otherwise) shall pursue, prosecute, litigate, institute or commence any Proceeding based on, assert, sell, convey, assign or file any Claim that relates to any rights, claims or causes of action transferred under this Section 2.1(d) against any Seller, or any officer, director, employee, manager, adviser, or other Representative of any Seller;

(e) all Claims that the Sellers may have against any Person (including Governmental Entities) for refund or credit, rebate, abatement, deposit, prepayment, or other recovery of any type, together with any refund of interest due thereon or penalty rebate arising therefrom, in each case solely with respect to Taxes accrued with respect to periods ending on or prior to the Closing Date;

(f) all royalties, advances, prepaid assets, and other current assets;

(g) all machinery, furniture, fixtures, furnishings, equipment, and other tangible personal property owned or used or held for use by the Sellers in the conduct of the Business, including all artwork, desks, chairs, tables, hardware, copiers, telephone lines and numbers, facsimile machines and other telecommunication equipment, cubicles and miscellaneous office furnishings and supplies;

(h) all rights of any Seller under or pursuant to all warranties, representations and guarantees, including those made by suppliers, manufacturers and contractors or any other third party to and for the benefit of any Seller;

(i) all current and prior insurance policies, to the extent transferable, and any proceeds therefrom, other than any directors and officers insurance policies;

(j) all Permits, including those listed on Schedule 2.1(j), to the extent transferable or assignable under Law;

(k) all Assumed Contracts;

(l) all Documents;

(m) all Acquired Intellectual Property and all of Sellers' rights to institute and pursue Proceedings against third parties for past, present and future infringement, misappropriation or dilution of any of the foregoing, or other conflict therewith, and all of the Sellers' rights to recover damages or lost profits in connection with any of the foregoing;

(n) all rights under non-disclosure or confidentiality, non-compete or non-solicitation agreements with employees and non-employee agents of any Seller or with third parties (including any non-disclosure or confidentiality, non-compete, or non-solicitation agreement entered into in connection with the Auction);

(o) any interest in any internet websites, URLs or internet domain names, and any applications and registrations pertaining thereto;

(p) any loans owed to any Seller by any current or former employee, officer or director of any Seller;

(q) the sponsorship of all Assumed Benefit Plans and all right, title and interest in any assets thereof or relating thereto;

(r) all other assets or rights of every kind and description of Sellers related to the Business, wherever located, whether real, personal or mixed, tangible or intangible; and

(s) all goodwill related to the foregoing.

2.2 Excluded Assets. Notwithstanding anything herein contained to the contrary, from and after the Closing, each Seller shall retain, and Buyer shall not purchase, such Seller's right, title and interest in and to (and the Purchased Assets shall not include any of) the following assets

and properties of the Sellers (collectively, the “Excluded Assets”), all of which shall remain the exclusive property of the Sellers:

(a) any Contract other than (i) any Assumed Contract, or (ii) any Contract otherwise included as a Purchased Asset under Section 2.1(h) or Section 2.1(n) (collectively, the “Excluded Contracts”);

(b) any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of the Sellers and any Related Party;

(c) any intercompany accounts receivable owed between or among the Sellers;

(d) all Claims which the Sellers may have against any Person (other than Avoidance Actions or any of the other rights, claims or causes of action described in Section 2.1(d)), including (i) 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, arising out of or relating to events occurring on or prior to the Closing Date, and (ii) all claims that any of Sellers may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities;

(e) all rights of the Sellers under this Agreement and the agreements and instruments delivered to the Sellers by Buyer pursuant to this Agreement;

(f) all Documents (i) to the extent they relate to any of the Excluded Assets or Excluded Liabilities (including information stored on the computer systems, data networks or servers of any Seller); (ii) that are minute books, organizational documents, stock registers and such other books and records of any Seller as pertaining to ownership, organization or existence of such Seller, Tax Returns (and any related work papers), 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, to the extent not prohibited by applicable Law, Buyer shall have the right to make copies of any portions or all of such Documents;

(g) the Sellers’ directors and officers liability insurance policies, if any, and all rights and benefits of any nature of Sellers with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(h) all Equity Interests of the Sellers and CreditCo Limited, wholly-owned subsidiary of Credit Repair UK;

(i) all assets owned or used by the Sellers that are specifically identified in Schedule 2.2(i);

(j) every asset of Sellers that would otherwise constitute a Purchased 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) at the direction of the Bankruptcy Court or (ii) as permitted by the terms of the DIP Documents;

(k) all deposits, credits, prepaid charges and expenses, and other similar amounts, to the extent related to any Excluded Liability;

(l) all Permits other than those set forth in Section 2.1(j);

(m) the sponsorship of all Benefit Plans that are not Assumed Benefit Plans and all right, title and interest in any assets thereof or relating thereto; and

(n) the Excluded Cash.

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement and the Sale Order, and subject to the exclusions set forth in Section 2.4 (and in the event of any conflict between the exclusions set forth in Section 2.4 and the provisions of this Section 2.3, the exclusions set forth in Section 2.4 shall prevail), as partial consideration for the Purchased Assets, Buyer shall, on and after the Closing, assume only the following Liabilities of the Sellers (the “Assumed Liabilities”):

(a) all Liabilities under the Assumed Contracts to the extent that any such Liabilities under such Assumed Contracts: (i) arise out of or relate to events, occurrences, acts or omissions occurring solely after the Closing Date, (ii) do not arise from a breach, violation or default of such Assumed Contract by any Seller prior to the Closing; and (iii) are not required to be performed prior to the Closing;

(b) all Liabilities relating to Buyer’s ownership or operation of the Purchased Assets to the extent arising out of or relating to events, occurrences, acts or omissions occurring solely after the Closing Date;

(c) all Cure Amounts (the “Assumed Cure Amounts”);

(d) all accrued and unpaid Administrative Expenses incurred by Sellers prior to the Closing Date (other than Professional Fees and Expenses) and those listed on Schedule 2.3(d), not to exceed \$9,900,000 in the aggregate;

(e) all current Liabilities, including all accounts payable and trade payables existing on the Closing Date (including, for the avoidance of doubt, (i) invoiced accounts payable and (ii) accrued but uninvoiced accounts payable) of Sellers;

(f) all Liabilities in respect of wages and other compensation of Business Employees for the last pay period immediately preceding the Closing Date;

(g) all Liabilities of Sellers under the employment agreements set forth on Schedule 2.3(g) (the “Key Employee Agreements”);

(h) all Liabilities relating to Transferred Employees accruing on or after the Closing Date;

(i) all Liabilities relating to Transferred Employees’ vacation and other paid time off to the extent set forth in Section 6.6(c);

(j) all Liabilities with respect to the Benefit Plans listed on Schedule 2.3(j) (the “Assumed Benefit Plans”);

(k) all Liabilities for Transfer Taxes pursuant to Section 6.10(a); and

(l) those Tax Liabilities specifically set forth on Schedule 2.3(l).

2.4 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, Buyer shall not assume, and shall not be deemed to have assumed, and the Sellers shall be solely and exclusively liable with respect to, all Liabilities of any Seller or any of its Affiliates or any of their respective predecessors other than the Assumed Liabilities (collectively, the “Excluded Liabilities”). For the avoidance of doubt, and without limiting the foregoing, Buyer shall not be obligated to assume, nor assumes, and Buyer hereby disclaims, all of the Excluded Liabilities, including all of the following Liabilities of any Seller or any of its Affiliates (or any of their respective predecessors) (each of which shall constitute an Excluded Liability hereunder):

(a) any Liability for (i) Taxes of any Seller for any taxable period and (ii) Pre-Closing Taxes, including, for the avoidance of doubt, any employment Taxes the payment of which was deferred under the Coronavirus Aid, Relief, and Economic Security (CARES) Act;

(b) any Claim in connection with or arising from or relating to any Excluded Asset, including any Taxes associated therewith;

(c) all Cure Amounts other than the Assumed Cure Amounts;

(d) any fees, costs and expenses (including legal fees and accounting fees) incurred by any Seller in connection with the Cases or the Transactions, including all fees, costs and expenses incurred in connection with or by virtue of (i) the negotiation, preparation and review of this Agreement and all agreements ancillary or related hereto, (ii) the preparation and submission of any filing or notice required to be made or given in connection with the Transactions, and the obtaining of any consent required to be obtained in connection with the Transactions, (iii) the negotiation, preparing and review of the DIP Documents and (iv) any Alternate Transaction;

(e) any Liabilities arising under or pursuant to labor Laws;

(f) any Liabilities relating to the Transferred Employees arising prior to the Closing Date (other than those expressly set forth in Section 2.3 or Section 6.6(c)), and any Liabilities relating to all other current or former employees, directors, consultants and other individual service providers of the Sellers or their Affiliates who are not Transferred Employees arising at any time, in each case, including any severance, termination or payment in lieu of notice Liability, and any other Liability arising under or out of any Law or Contract in connection with such Person’s employment, service or Contract with, or the termination of such Person’s employment, service or Contract with, any Seller or its Affiliates;

(g) any Liabilities of the Sellers and their respective ERISA Affiliates with respect to any Benefit Plan or other compensation or benefit plan, program, policy, agreement or arrangement of the Sellers, other than with respect to any Assumed Benefit Plan, including any health, welfare, retirement, pension or profit sharing Liability, deferred compensation Liability,

equity or equity-based incentive compensation Liability, any Liability under any employment agreements or offer letters, or any penalties, fines or other expenses resulting from any compliance issue with any Benefit Plan or Law, other than those Liabilities expressly assumed pursuant to Section 2.3(h) and Section 2.3(i) or Section 6.6;

(h) any Liability of any Seller arising out of this Agreement or any agreement ancillary or related hereto;

(i) any Liabilities arising out of or relating to the Business, the Purchased Assets or the ownership, operation or conduct thereof prior to the Closing;

(j) any Liabilities for accrued expenses and accounts payable of the Business;

(k) any Liabilities arising as a result of any Proceeding, whether initiated prior to or following the Closing, to the extent related to the Business or the Purchased Assets, including any actions for breach of contract, violations of or non-compliance with Law (including Consumer Financial Laws), Product Liability or any tort actions;

(l) any Liabilities arising as a result of any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of the Sellers and any Related Party (other than those Liabilities expressly assumed pursuant to Section 2.3(a)) and all intercompany payables owed from one Seller to any other Seller; and

(m) any Liabilities (i) existing prior to the filing of the Cases that are subject to compromise under the Bankruptcy Code or other applicable Law and (ii) to the extent not otherwise expressly assumed herein, incurred subsequent to the filing of the Cases and prior to the Closing;

provided that in the event of any conflict between the terms of Section 2.3 and this Section 2.4, the terms of Section 2.3 will control.

## 2.5 Assumption and Assignment of Assumed Contracts.

(a) Schedule 2.5(a) sets forth a list of the executory Contracts to which one or more Sellers is a party, together with estimated Cure Amounts for each Assumed Contract (the “Available Contracts”), which Schedule 2.5(a) may be updated from time to time prior to the date that is fifteen (15) days following the Agreement Date to add any Contracts inadvertently excluded from such schedule. By the date that is two (2) Business Days prior to the Closing (such date, the “Determination Date”), Buyer shall designate in writing (each such writing, a “Designation Notice”) which Available Contracts from Schedule 2.5(a) Buyer wishes for Sellers to assume and assign to Buyer at the Closing (such Contracts, together with the Key Employee Agreements, the “Assumed Contracts”). Buyer shall have the right to amend a Designation Notice in any respect at any time prior to the Determination Date. All Contracts of the Sellers that are listed on Schedule 2.5(a) and which Buyer does not designate in writing pursuant to a Designation Notice for assumption shall not constitute Assumed Contracts or Purchased Assets and shall automatically be deemed Excluded Assets; provided, however, that if an Available Contract is subject to a Cure Amount dispute or other dispute as to the assumption or assignment of such Available Contract that has not been resolved to the mutual satisfaction of Buyer and the Sellers prior to the

Determination Date, then the Determination Date shall be extended (but only with respect to such Available Contract) to no later than the earlier of (A) the date on which such dispute has been resolved to the mutual satisfaction of Buyer and the Sellers, (B) the date on which such Available Contract is deemed rejected by operation of section 365 of the Bankruptcy Code and (C) the date upon which such dispute is finally determined by the Bankruptcy Court (the “Extended Contract Period”). If a Designation Notice with respect to such Available Contract is not delivered by Buyer in writing by the date which is three (3) Business Days following the expiration of such Extended Contract Period, such Available Contract shall be automatically deemed an Excluded Asset. For the avoidance of doubt, except as set forth in Section 2.3, Buyer shall not assume or otherwise have any Liability with respect to any Excluded Asset. At Buyer’s reasonable request, the Sellers shall make reasonably available to Buyer the appropriate employees of the Sellers necessary to discuss the outstanding Available Contracts. Notwithstanding the foregoing, for the avoidance of doubt, the Key Employee Agreements shall, in any event, be Assumed Contracts.

(b) In the event that (i) Buyer’s exercise of its right to designate (or not designate) an Available Contract as an Assumed Contract pursuant to Section 2.5(a) causes any Available Contract or other asset to be an Excluded Asset, (ii) any extension of the Determination Date with respect to any Available Contract occurs as a result of any Cure Amount dispute or other dispute, (iii) any cost or expense to Sellers arises in connection with a Benefit Plan that is not an Assumed Benefit Plan, or (iv) Buyer elects to close notwithstanding an unrepaired or unrestored loss to a Purchased Asset as contemplated in the last sentence of Section 10.5, in each case of clauses (i) through (iv), there results an increase in the Wind Down Amount, or any increase in an amount of a category of expenses set forth in the Wind Down Budget (an “Increase”), then the Wind Down Budget may be increased, in accordance with the terms of the DIP Orders, on a dollar-for-dollar basis to the extent, as of the Closing Date, the Sellers have capital in excess of the amount set forth in the then-Approved Budget; provided, however, that in no event shall the Wind Down Budget exceed \$3,000,000. If Buyer in good faith disputes in writing the amount of such estimated Increase, the Parties will use reasonable efforts to promptly resolve such dispute or, if such dispute cannot be promptly resolved, then seek resolution from the Bankruptcy Court. Buyer will promptly fund any undisputed Increase within five (5) Business Days after (y) receipt of a written estimate of the Increase which includes reasonable detail supporting the proposed Increase or (z) if later, resolution of such dispute.

(c) The Sellers shall use commercially reasonable efforts to take all actions required by the Bankruptcy Court to obtain an Order (which may be the Sale Order) containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code.

(d) At the Closing, the Sellers shall, pursuant to the Sale Order and the Bill of Sale and Assignment and Assumption Agreement, assume and assign, or cause to be assigned, to Buyer, each of the Assumed Contracts that is capable of being assumed and assigned as of such date.

(e) Buyer will cooperate with the Sellers in communicating with third parties to Available Contracts as may be reasonably necessary to assist the Sellers in establishing that Buyer has satisfied the requirement of adequate assurance of future performance contained in



sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the applicable Available Contracts.

(f) In the event Sellers are unable to assign any such Assumed Contract to Buyer without the consent of another Person, then the Parties shall use their commercially reasonable efforts to obtain, and to cooperate in obtaining, all required consents necessary to assume and assign such Assumed Contracts to Buyer.

(g) As soon as practicable after the Agreement Date (and in no event later than three (3) Business Days after entry of the Bidding Procedures Order), the Sellers shall file a list of the Available Contracts (the "Assumption Notice") with the Bankruptcy Court and shall serve such Assumption Notice via first class mail on each counterparty to an Available Contract listed thereon. The Assumption Notice shall identify all Available Contracts and set forth a good faith estimate of the amount of the Cure Amounts applicable to each such Contract.

(h) Not later than one (1) Business Day following the Determination Date, Sellers shall file with the Bankruptcy Court an amended and restated Assumption Notice, which notice shall set forth only the Assumed Contracts (and exclude all other Available Contracts).

(i) On the Closing Date, with respect to Cure Amounts not disputed as of the Closing Date, the Sellers shall pay all Cure Amounts (other than the Assumed Cure Amounts, which shall be paid by Buyer) in accordance with the Approved Budget to the applicable counterparty and Buyer shall have no Liability therefor. With respect to Cure Amounts that are disputed as of the Closing Date, the Parties shall cooperate and diligently pursue resolution of such disputes. Upon the resolution of any disputed Cure Amount following the Closing, the Sellers shall pay such Cure Amount (other than the Assumed Cure Amounts, which shall be paid by Buyer) promptly, and in no event later than two (2) Business Days following such resolution.

(j) Upon payment by Buyer of the Assumed Cure Amounts and by the Sellers of all Cure Amounts other than the Assumed Cure Amounts, all defaults under the Assumed Contracts (monetary or otherwise) and all actual or pecuniary losses that have or may have resulted from such defaults shall be deemed cured, including any Tax, rental obligation, common area maintenance, percentage rent, base rent or utility payments, whether or not such obligation became due, or accrued, after the effective date of the assignment of such Assumed Contracts, as the case may be.

(k) Notwithstanding anything in this Agreement to the contrary, from and after the date hereof through the Closing, the Sellers will not reject or take any action (or fail to take any action that would result in rejection by operation of Law) to reject, repudiate or disclaim any Contract without the prior written consent of Buyer.

(l) Previously Omitted Contracts.

(i) If prior to or following the date which is thirty (30) days following the Agreement Date, it is discovered by any Party that a Contract should have been listed on Schedule 2.5(a) but was not listed on Schedule 2.5(a) and has not been rejected by the Sellers (any such Contract, a "Previously Omitted Contract"), the discovering Party shall, promptly following the discovery thereof (but in no event later than two (2) Business Days

following the discovery thereof), notify the other Parties in writing of such Previously Omitted Contract and then the Sellers shall, promptly following such notification (but in no event later than two (2) Business Days following such notification), notify Buyer of Sellers' good faith estimate of all Cure Amounts (if any) for such Previously Omitted Contract. Buyer may thereafter deliver a Designation Notice to Sellers, no later than the earlier of (x) the Determination Date or the expiration of the Extended Contract Period, as applicable, and (y) five (5) Business Days following notification of such Previously Omitted Contract from the Seller with respect to such Previously Omitted Contract and, if such Designation notice is so delivered, such contract shall be an Assumed Contract under this Agreement. All Previously Omitted Contracts with respect to which Buyer fails to timely deliver a Designation Notice, shall be an Excluded Asset.

(ii) If Buyer delivers a Designation Notice in accordance with Section 2.5(l)(i), the Sellers shall serve a notice (the "Previously Omitted Contract Notice") on the counterparties to such Previously Omitted Contract notifying such counterparties of the Cure Amounts with respect to such Previously Omitted Contract and the Sellers' intention to assume and assign such Previously Omitted Contract in accordance with this Section 2.5. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with fourteen (14) days to object, in writing to the Sellers and Buyer, to the Cure Amounts or the assumption of its Contract. If the counterparties, the Sellers and Buyer are unable to reach a consensual resolution with respect to the objection, the Sellers shall seek an expedited hearing before the Bankruptcy Court to determine the Cure Amounts and approve the assumption. If no objection is served on the Sellers and Buyer, the Sellers shall obtain an order of the Bankruptcy Court fixing the Cure Amounts and approving the assumption of the Previously Omitted Contract. Sellers shall be responsible for all Cure Amounts relating to such Previously Omitted Contracts and for any obligations or Liabilities relating to such Previously Omitted Contracts arising during the Extended Contract Period.

### ARTICLE III CLOSING AND PURCHASE PRICE

#### 3.1 Closing; Transfer of Possession; Certain Deliveries.

(a) Unless this Agreement shall have been terminated and the Transactions shall have been abandoned pursuant to Article IX, the Closing shall take place at 10:00 a.m. (prevailing Eastern Time) on the date (the "Closing Date") that is two (2) Business Days after all the conditions set forth in Article VIII shall have been satisfied or waived (excluding, but subject to the satisfaction or waiver of, conditions that, by their nature, are to be satisfied at the Closing), or such other time or date as agreed to in writing by the Parties. The Closing shall take place by telephone or video conference and electronic exchange of documents, unless otherwise mutually agreed to by the Parties. The Closing shall be effective as of 12:01 a.m. (prevailing Eastern Time) on the Closing Date.

(b) At the Closing, the Sellers shall deliver, or shall cause to be delivered, to Buyer the following:

(i) a counterpart to the Bill of Sale and Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C (the “Bill of Sale and Assignment and Assumption Agreement”), duly executed by each Seller;

(ii) one (1) or more assignments of the Owned Intellectual Property, in a form reasonably acceptable to Buyer and the Sellers, duly executed by the applicable Seller(s);

(iii) a certificate of a duly authorized officer of each Seller dated the Closing Date certifying as to the matters set forth in Section 8.1(a), Section 8.1(b) and Section 8.1(e);

(iv) terminations and/or assignments of the Leases, in each case, as reasonably requested by Buyer with respect to the Real Property;

(v) a certification of non-foreign status from each of the Sellers, duly completed and executed in compliance with Treasury Regulation Section 1.1445-2(b); and

(vi) such other closing instruments and certificates as may be reasonably requested by Buyer, in each case in form and substance reasonably acceptable to Buyer and Sellers.

(c) At the Closing, Buyer shall deliver, or shall cause to be delivered to the Sellers, the following:

(i) a counterpart to the Bill of Sale and Assignment and Assumption Agreement, duly executed by Buyer;

(ii) a certificate of a duly authorized officer of Buyer dated the Closing Date, certifying as to the matters set forth in Section 8.2(a) and Section 8.2(b); and

(iii) such other closing instruments and certificates as may be reasonably requested by the Sellers, in each case, in form and substance reasonably acceptable to the Sellers and Buyer.

### 3.2 Purchase Price; Related Matters.

(a) Purchase Price. The aggregate consideration for the Purchased Assets shall be no less than \$[257,488,673.27] and shall consist of the following (collectively, the “Purchase Price”): (i) a credit bid equal to (A) all obligations under the DIP Facility and (B) not less than \$[237,563,673.27] of the obligations under the Prepetition First Lien Financing Agreement (the “Credit Bid Amount”); *plus* (ii) the assumption by Buyer of the Assumed Liabilities. The portion of the Purchase Price payable under clause (i) shall be paid by means of discharging Sellers, and Sellers shall be deemed to be discharged, from the obligation to repay the total amounts due and owing under the Credit Documents as of the Closing Date. In no event shall the Credit Bid Amount be payable by Buyer in cash.

(b) Bulk Sales Laws. Buyer acknowledges that Sellers will not comply with the provisions of any “bulk-transfer” Laws of any jurisdiction in connection with the sale and transfer

of the Purchased Assets and Buyer hereby waives all Claims related to the non-compliance therewith. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets of the Sellers shall be free and clear of any Encumbrances, other than Permitted Encumbrances, in each case pursuant to the Bankruptcy Code, whether arising prior to or subsequent to the Petition Date, including any Encumbrances or claims arising out of the “bulk-transfer” Laws.

3.3 Allocation of Purchase Price. Sellers and Buyer agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) in accordance with the allocation methodology set forth in Schedule 3.3 attached hereto. Within ninety (90) days following the Closing Date, Buyer will provide to Sellers an Allocation Schedule prepared in accordance with such allocation methodology. Buyer and Sellers shall file all applicable Tax Returns (including Form 8594, any amended Tax Returns, and any claims for refund) consistent with the Allocation Schedule and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any taxing authority or any other proceedings) absent a contrary “determination” (within the meaning of Section 1313(a) of the Code).

3.4 Withholding. Buyer or any other paying agent (as applicable) shall be entitled to deduct and withhold from the amounts payable under this Agreement such amounts as may be required to be deducted and withheld under the Code and any other applicable Tax Laws. Any such withheld amount shall be treated as though it had been paid to the Person in respect of which such withholding was required.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLERS**

Except as set forth in the Schedules delivered to Buyer in connection with this Agreement (the “Sellers’ Disclosure Schedules”) and subject to Section 10.19, each of the Sellers hereby jointly and severally makes the following representations and warranties to Buyer with respect to itself and each other Seller as of the Agreement Date:

4.1 Organization and Good Standing. Each Seller (a) is an entity duly formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation, and (b) subject to any limitations that may be imposed on such Seller as a result of filing a petition for relief under the Bankruptcy Code, has full organizational power and authority to own, lease and operate its properties, to perform all of its obligations under the Available Contracts, and carry on the Business as it is now being conducted.

4.2 Power and Authority. Subject to entry and effectiveness of the Sale Order in respect of the Sellers, each Seller has the requisite organizational power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement by each Seller and, subject to the approval of this Agreement by the Bankruptcy Court, the consummation by each Seller of the Transactions and the performance of each Seller’s obligations hereunder have been duly authorized by all requisite organizational action on the part of each Seller. This Agreement has been duly executed and delivered by each Seller and (assuming the due and valid authorization, execution and delivery thereof by Buyer), following the approval of this Agreement and the Transactions by the Bankruptcy Court pursuant to the Sale Order, will

constitute the legal, valid and binding obligation of each Seller, enforceable against each Seller in accordance with its 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"). Each Seller has the requisite organizational power to operate its business with respect to the Purchased Assets that it owns as now conducted and is duly qualified as a foreign entity to do business, and to the extent legally applicable, is in good standing, with respect to the Business, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or in good standing has not had a Material Adverse Effect.

4.3 Litigation. Except as set forth on Schedule 4.3, as of the date of this Agreement, there are no outstanding Orders or Proceedings pending, or, to the Knowledge of the Sellers, threatened against any Seller relating to the ownership or use of the Purchased Assets or conduct of the Business by the Sellers or otherwise materially affecting the Purchased Assets or the Business.

4.4 No Contravention. Subject to the entry and effectiveness of the Sale Order by the Bankruptcy Court, and except as set forth on Schedule 4.4, neither the execution and delivery of this Agreement and compliance by the Sellers with any provisions hereof, nor the consummation of the Transactions, will (a) violate or conflict with any provision of any Seller's Organizational Documents, (b) with or without the giving of notice or the lapse of time or both violate, or result in a breach of, or constitute a default under, or conflict with, or accelerate the performance required by, any of the terms of any Available Contract or Lease, (c) violate or conflict with any Order, or any Law or Permit that is required to be discharged prior to Closing applicable to the Sellers, or (d) result in the creation of any Encumbrance upon any of the Purchased Assets (other than a Permitted Encumbrance); except, in the case of above clauses (b), (c), and (d), for compliance with the applicable requirements of the HSR Act or other Antitrust Laws if required, or as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as a whole.

4.5 Consents and Approvals. Except (a) to the extent excused or made unenforceable as a result of the filing of the Cases, (b) to the extent not required if the Sale Order is entered, or (c) as set forth on Schedule 4.5, the execution, delivery and performance by each Seller of this Agreement and the Transactions, and the legality, validity, binding effect or enforceability of this Agreement and any agreements contemplated hereby, do not require any consents, waivers, authorizations or approvals of, or filings with, any (i) Governmental Entities or (ii) other third Persons, except with respect to clause (ii) as would not reasonably be expected to have a Material Adverse Effect, or, with respect to clause (i), for any filings required to be made under the HSR Act or any applicable Antitrust Laws, or as would not reasonably be expected to be material to the Business, taken as a whole.

4.6 Title to Purchased Assets; Sufficiency.

(a) Sellers have, and subject to the entry and effectiveness of the Sale Order in respect of the Purchased Assets, at the Closing, Buyer will have, good and valid title to each of the

Purchased Assets (except for those Purchased Assets that are leased or licensed to any Seller, as to which any Seller has, and at the Closing, Buyer will have, valid licensed or leasehold interests), free and clear of any Encumbrances, other than (i) Permitted Encumbrances, (ii) liens or other Encumbrances upon Buyer's assets, if any, securing any loan made directly to Buyer or expressly assumed by Buyer as of the Closing Date, (iii) as subject to Section 2.5, or (iv) the Enforceability Exceptions.

(b) Other than the Excluded Assets, the Purchased Assets constitute all of the assets used in or held for use in the Business by Sellers and are sufficient for Buyer to conduct the Business from and after the Closing Date without interruption and in the Ordinary Course of Business as it has been conducted by the Sellers prior to the Closing Date, in each case, except as would not be material to the Business taken as a whole.

4.7 Validity of Available Contracts. As of the date of this Agreement, subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction any applicable Cure Amounts) and except (i) as a result of the commencement of the Cases, and (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced: (a) each Available Contract is a legal, valid and binding obligation of the Seller that is a party thereto, and is enforceable against such Seller in accordance with its terms and, to the Knowledge of the Sellers, is a legal, valid and binding obligation of each other party to such Contract and is enforceable against such other party thereto in accordance with its terms, subject to the Enforceability Exceptions, (b) no Seller that is a party to any Available Contract, or any other party to an Available Contract is in default or breach of an Available Contract, (c) to the Knowledge of the Sellers, during the twelve (12) months preceding the date hereof, no other party to any Available Contract has materially breached such Contract, (d) to the Knowledge of the Sellers, there does not exist any event, condition or omission that would constitute a material default or breach (or event which, with the giving of notice or lapse of time or both would become such a default or breach) under any Available Contract, (e) to the Knowledge of Sellers, no Seller that is a party to any Available Contract has received any written notice of termination or cancellation with respect to any Available Contract, and (f) with respect to the Assumed Contracts, upon entry of the Sale Order and payment of the Cure Amounts, each Seller will not be in breach or default of its obligations thereunder, except, in each case, as would not reasonably be expected to be material to the Sellers or the Business, taken as a whole.

4.8 Intellectual Property. Schedule 4.8 sets forth a correct and complete list of all Owned Intellectual Property and Licensed Intellectual Property. Sellers own all right, title and interest in, or have the right to use, pursuant to a license or otherwise, all Intellectual Property required to operate the Business as presently conducted, in each case, (i) free and clear of any Encumbrances except Permitted Encumbrances, and (ii) other than non-exclusive licenses of, or covenants with respect to, Intellectual Property granted in the Ordinary Course of Business. As of the date of this Agreement, (i) there are no pending, and Sellers have not received, since December 31, 2021, any written notice of any actual or threatened Proceedings alleging a violation, misappropriation or infringement of the Intellectual Property of any other Person by Sellers except for any of the foregoing that have since been resolved, (ii) to the Knowledge of Sellers, the operation of the Business as currently conducted does not violate, misappropriate or infringe the

Intellectual Property of any other Person, and (iii) to the Knowledge of Sellers, no other Person has violated, misappropriated or infringed any Intellectual Property of the Sellers.

4.9 Employee Benefits.

(a) Schedule 4.9(a) lists all Benefit Plans.

(b) True, correct and complete copies of the following documents, with respect to each of the Benefit Plans, have been made available to Buyer: (i) any plan documents and all material amendments thereto, (ii) the most recent Form 5500, if applicable, and (iii) the most recent summary plan descriptions (including letters or other documents updating such descriptions).

(c) Each Benefit Plan is in material compliance with all applicable Laws, including ERISA and the Code.

(d) Each Benefit Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination or opinion letter to that effect from the IRS and, to the Knowledge of Sellers, no event has occurred since the date of such determination or opinion that would reasonably be expected to adversely affect such determination or opinion.

(e) To the Knowledge of Sellers, no condition exists that is reasonably likely to subject Sellers to any direct or indirect liability under Title IV of ERISA.

(f) No Proceeding (other than routine claims for benefits in the Ordinary Course of Business) are pending or, to the Knowledge of Sellers, threatened with respect to any Benefit Plan.

4.10 Labor Matters.

(a) Schedule 4.10(a) sets forth a complete list of all Business Employees and, based on the Sellers' records as of the Agreement Date, correctly reflects, with respect to each individual, as applicable: (i) date of hire; (ii) job title; (iii) hourly pay rate or annual salary; (iv) exempt versus non-exempt status (as applicable); (v) accrued paid time off balance; and (vi) to the extent known, leave of absence status.

(b) None of the Sellers is a party to any labor or collective bargaining agreement and there are no labor or collective bargaining agreements which pertain to any Business Employees, and no such agreements are being negotiated as of the date of this Agreement. No Business Employees are represented by a labor or trade union or works council, no labor organization or group of Business Employees has made a pending demand for recognition, and there are no representation proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of the Sellers, threatened to be brought or filed, with the U.S. National Labor Relations Board with respect to the Business. There is no organizing activity pending or, to the Knowledge of the Sellers, threatened by any labor organization with respect to the Business Employees.

(c) There is (i) no unfair labor practice complaint with respect to the Business pending against any Seller or, to the Knowledge of the Sellers, threatened against them, before the

U.S. National Labor Relations Board, and (ii) no strike, labor dispute, slowdown or stoppage pending against any Seller or, to the Knowledge of the Sellers, threatened against them.

(d) No equal employment opportunity charges or other claims of employment discrimination are pending or, to the Knowledge of the Sellers, threatened against them. There is no wage and hour department investigation with respect to any Seller or the Business pending or, to the Knowledge of Sellers, threatened against them, whether internally or by any Governmental Entity in connection with the employment, engagement, compensation, or service of any current or former employee, consultant or contractor.

(e) The Sellers have not taken any actions relating to the Business at any single site of employment in the ninety (90)-day period prior to the Closing Date that would, individually or in the aggregate, constitute a “mass layoff” or “plant closing” within the meaning of the WARN Act, or any similar applicable Law.

4.11 Conduct of Business. Except as set forth on Schedule 4.11, and except for the Cases, the DIP Documents, all negotiation and preparation therefor, and the negotiation, execution, delivery and performance of this Agreement, from January 1, 2023 to the Agreement Date, (a) the Business has been conducted in the Ordinary Course of Business consistent with past practice, (b) the Sellers have owned and operated the Purchased Assets in the Ordinary Course of Business consistent with past practice, and (c) there has been no Material Adverse Effect.

4.12 Compliance with Laws; Permits.

(a) Except as disclosed on Schedule 4.12(a), the Sellers are conducting, and to the Knowledge of Sellers have conducted since January 1, 2023, the Business and Purchased Assets in compliance, in all material respects, with all applicable Laws, notices, approvals and Orders. Except as disclosed on Schedule 4.12(a), to the Knowledge of the Sellers, (i) each Seller is not in material breach of any Law, notice, approval or order applicable to it or the Business, and (ii) there are no facts or circumstances which could form the basis for any such material breach. None of the Sellers has received, since January 1, 2023, any written notice or other communication that alleges that the Business is not in compliance in any material respect with any Law, Order or Permit applicable to the Business or the Purchased Assets or any written notice or communication regarding any deficiencies in any material respect in the compliance practices, procedures, methodologies or methods of the Business or its employees or internal compliance controls, including any complaint, allegation, assertion or claim that the Business or its employees has engaged in illegal practices.

(b) The Sellers have all material Permits which are required for the lawful operation of the Business as presently conducted and the ownership and operation of the Purchased Assets, and each such Permit is valid, binding and in full force and effect, in each case except as would not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 4.12(b), to the Knowledge of Sellers, none of the Sellers are or has been in material default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any Permit to which it is a party.



4.13 Financial Statements. The Sellers have delivered to Buyer (a) audited consolidated balance sheet of the Business dated as of December 31, 2021 and the audited consolidated statements of operations and income, shareholders' equity and cash flow of the Business for the year then ended (the "Audited Financial Statements"), and (b) the unaudited consolidated balance sheets of the Business dated as of May 31, 2023 (the "Balance Sheets") and the unaudited consolidated statements of operations and income, shareholders' equity and cash flow of the Business for the year ended December 31, 2022 and the four (4) month period ended April 30, 2023, respectively (the "Interim Financial Statements" and together with the Audited Financial Statements, the "Financial Statements"). Except as set forth on Schedule 4.13, the Financial Statements present fairly in all material respects the consolidated financial position, results of operations and cash flows of each of the Sellers on the basis stated therein as of the dates and for the applicable periods stated therein, subject, in the case of the Interim Financial Statements, to normal year-end audit adjustments and the absence of related notes.]

4.14 Financial Advisors. Except as set forth on Schedule 4.14, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for any in connection with the Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

4.15 Absence of Undisclosed Liabilities. Except as set forth on Schedule 4.15, there are no Liabilities of any of the Sellers, or otherwise related to the Business, of any nature, whether accrued, contingent, absolute, known or otherwise, in each case, required by GAAP to be reflected or reserved against on a balance sheet of each of the Sellers, or of the Business, prepared in accordance with GAAP or the notes thereto, other than: (a) Liabilities as and to the extent reflected or reserved against in the Financial Statements, (b) Liabilities incurred since January 1, 2023 in the Ordinary Course of Business, or (c) Liabilities that would not reasonably be expected to be material to the Business taken as a whole.

4.16 Tax Matters.

(a) Except as set forth in Schedule 4.16(a), the Sellers have timely filed (taking into account any valid extensions of time to file) all income and other material Tax Returns which are required to be filed by the Sellers, all such Tax Returns are true, correct and complete in all material respects, and all Taxes due and payable by the Sellers prior to the date hereof have been timely and fully paid.

(b) Except as set forth on Schedule 4.16(b), there are no liens for Taxes upon the Purchased Assets other than for Permitted Encumbrances.

(c) Except as set forth on Schedule 4.16(c), to the Knowledge of Sellers, the Sellers have complied in all material respects with all applicable Laws relating to the withholding, collection and payment of Taxes and have duly and timely withheld, collected and paid over to the appropriate Governmental Entity all amounts required to be so withheld, collected and paid under all applicable Laws.

(d) The Sellers have not received any notice in writing from any taxing authority or Governmental Entity asserting that any Seller may be subject to Tax in any jurisdiction in which any Seller does not file Tax Returns.

(e) No action, suit, proceeding or audit is pending against or with respect to the Sellers regarding Taxes.

(f) The Sellers have not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, other than any waiver or exclusion which has expired.

(g) None of the Purchased Assets is an interest (other than indebtedness within the meaning of Section 163 of the Code) in an entity taxable as a corporation, partnership, trust or real estate mortgage investment conduit for U.S. federal income tax purposes.

4.17 Condition and Suitability of Purchased Assets. There has been no condemnation, seizure, damage, destruction or other casualty loss (whether or not covered by insurance) affecting any of the Purchased Assets or the Business in any material respect which has not subsequently been completely repaired, replaced or restored. There are no pending or, to the Knowledge of Sellers, threatened or contemplated condemnation proceedings affecting the Business, any of the Purchased Assets (or any portion thereof), or of any sale or other disposition of the Business or any of the Purchased Assets (or any portion thereof) in lieu of condemnation except as would not reasonably be expected to have a Material Adverse Effect.

4.18 Related Party Transactions.

(a) To the Knowledge of the Sellers, no Seller, executive officer, director, member, manager, equityholder or Affiliate of a Seller nor any individual who is a lineal descendant, sibling, parent or spouse of any such Person (each, a “Related Party”) is a party to any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of the Sellers or the Purchased Assets or has any interest in any asset (each, a “Related Party Transaction”) other than as set forth on Schedule 4.18(a). Except as set forth on Schedule 4.18(a), no Seller has made any payments to or on behalf of any Related Party (including by exercise of set-off rights, cancellation of intercompany indebtedness, or otherwise).

(b) Except as disclosed on Schedule 4.18(b), to the Knowledge of Sellers, no Related Party will, immediately following the Closing, hold any asset (tangible or intangible), property, right, claim, cause of action (including any counterclaim) or defense used in or related to the Business.

4.19 Disclaimer of Other Representations and Warranties. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Sellers’ Disclosure Schedules hereto), no Seller, nor any other Person, makes, and Buyer and the Buyer Group have not relied, are not relying, and will not rely on, any representation and warranty, express or implied, in respect of such Seller, the Purchased Assets, the Business or the Assumed Liabilities, and any such other representations or warranties, express or implied, are hereby expressly disclaimed.

**ARTICLE V**  
**REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to the Sellers as follows:

5.1 Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation, and has full power and authority to own, lease and operate its properties and carry on its business as it is now being conducted.

5.2 Power and Authority. Buyer has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the Transactions and the performance of Buyer's obligations hereunder have been duly authorized by all requisite company action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes (assuming the due and valid authorization, execution and delivery thereof by the other parties thereto and the entry of approval of this Agreement and the Transactions by the Bankruptcy Court pursuant to the Sale Order) the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

5.3 No Contravention. Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (a) violate or conflict with any provision of Buyer's Organizational Documents, or (b) violate or conflict with any Order, Governmental Entity or arbitrator, or any Law applicable to Buyer; other than, in the case of clause (b), compliance with the applicable requirements of the HSR Act or other Antitrust Laws if required.

5.4 Consents and Approvals. Except for (a) entry of the Sale Order, and (b) any consents or approvals as are reflected on Schedule 5.4, the execution, delivery and performance by Buyer of this Agreement and the Transactions, and the legality, validity, binding effect or enforceability of this Agreement and any agreements contemplated hereby, do not require any consents, waivers, authorizations or approvals of, or filings with, any third Persons or Governmental Entities, other than any filings required to be made under the HSR Act or applicable Antitrust Laws.

5.5 Litigation. There are no Proceedings pending or, to the knowledge of Buyer, threatened, that would reasonably be expected to adversely affect the ability of Buyer to consummate the Transactions in any material respect.

5.6 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer in connection with the Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

5.7 Sufficient Funds; Adequate Assurances. Buyer has or will have as of the Closing, immediately available funds sufficient for the satisfaction of all of Buyer's obligations under this Agreement, including all fees, expenses of, and other amounts required to be paid by, Buyer in connection with the transactions contemplated hereby. As of the Closing, Buyer shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assumed Contracts and the related Assumed Liabilities.

5.8 Credit Bid. The Credit Bid Letter has been duly authorized and executed and delivered by the Administrative Agent and the Lenders, as holders of outstanding indebtedness under the Credit Documents, and fully authorizes Buyers to, among other things, enter into and

perform and comply with this Agreement and consummate the transactions contemplated hereby, including the credit bid contemplated in Section 3.2(a).

5.9 Acknowledgements; “As Is” “Where Is” Transaction.

(a) BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, HEREBY ACKNOWLEDGES AND AGREES 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 THE SELLERS, THEIR AFFILIATES, AND THEIR RESPECTIVE BUSINESSES AND SUBSIDIARIES AND THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES, AND, IN MAKING ITS DETERMINATION TO PROCEED WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, BUYER AND THE BUYER GROUP HAVE RELIED SOLELY ON THE RESULTS OF THEIR OWN INDEPENDENT INVESTIGATION.

(b) BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, HEREBY ACKNOWLEDGES AND AGREES THAT BUYER AND THE BUYER GROUP HAVE RECEIVED FROM SELLERS CERTAIN PROJECTIONS, FORWARD-LOOKING STATEMENTS AND OTHER FORECASTS, AND PROSPECTIVE FORWARD-LOOKING STATEMENTS AND OTHER FORECASTS OR THIRD-PARTY INFORMATION RELATING TO THE SELLERS, THE BUSINESS, THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES (WHETHER IN WRITTEN, ELECTRONIC, OR ORAL FORM, AND INCLUDING IN THE DATAROOM, MANAGEMENT MEETINGS, ETC.) (COLLECTIVELY, “PROJECTIONS”). BUYER, ON BEHALF OF ITSELF AND ON BEHALF OF THE BUYER GROUP, ACKNOWLEDGES THAT (I) SUCH PROJECTIONS ARE BEING PROVIDED SOLELY FOR THE CONVENIENCE OF BUYER AND THE BUYER GROUP TO FACILITATE THEIR OWN INDEPENDENT INVESTIGATION OF THE SELLERS, (II) THERE ARE UNCERTAINTIES INHERENT IN ATTEMPTING TO MAKE SUCH PROJECTIONS AND FORECASTS AND IN SUCH INFORMATION; (III) BUYER AND THE BUYER GROUP ARE FAMILIAR WITH SUCH UNCERTAINTIES, AND (IV) BUYER AND THE BUYER GROUP ARE TAKING FULL RESPONSIBILITY FOR MAKING THEIR OWN EVALUATION OF THE ADEQUACY AND ACCURACY OF ALL SUCH PROJECTIONS, FORECASTS, AND INFORMATION SO FURNISHED (INCLUDING THE REASONABLENESS OF THE ASSUMPTIONS UNDERLYING SUCH PROJECTIONS AND FORECASTS); AND (V) NONE OF THE SELLERS NOR ANY OTHER PERSON MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH PROJECTIONS AND FORECASTS. BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP HEREBY DISCLAIMS RELIANCE ON ANY OF SUCH PROJECTIONS OR FORECASTS.

(c) BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, FURTHER ACKNOWLEDGES AND AGREES THAT (I) THE REPRESENTATIONS AND WARRANTIES MADE BY SELLERS TO BUYER IN Article IV (AS QUALIFIED BY THE SELLERS’ DISCLOSURE SCHEDULES) OR IN THE DOCUMENTS DELIVERED BY

SELLERS TO BUYER IN ACCORDANCE WITH SECTION 3.1(b) AT THE CLOSING (COLLECTIVELY, THE “EXPRESS REPRESENTATIONS”) ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS, WARRANTIES AND STATEMENTS OF ANY KIND MADE TO BUYER AND ON WHICH BUYER OR THE BUYER GROUP MAY RELY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND (II) 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 OF THE EXPRESS REPRESENTATIONS), INCLUDING IN THE DATAROOM, PROJECTIONS, MEETINGS, CALLS OR CORRESPONDENCE WITH MANAGEMENT OF THE SELLERS OR ANY OTHER PERSON ON BEHALF OF THE SELLERS OR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES, AND (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 THE SELLERS OR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBSIDIARIES, OR THE QUALITY, QUANTITY OR CONDITION OF THE SELLERS’ ASSETS, ARE, IN EACH CASE, EXPRESSLY DISCLAIMED BY EACH OF THE SELLERS, ON ITS OWN BEHALF AND ON BEHALF OF EACH OF THE OTHER SELLERS, INCLUDING WITH RESPECT TO (I) ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS, AND (II) WITH RESPECT TO THE BUSINESS, FINANCIAL CONDITION, RESULTS OF OPERATIONS, ASSETS, LIABILITIES, AND PROSPECTS OF SELLERS OR THE BUSINESS OF THE SELLERS, THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER RELATING TO THE PURCHASED ASSETS OR ANY PORTION THEREOF.

(d) UPON THE CLOSING DATE, SUBJECT TO THE EXPRESS REPRESENTATIONS AND THE PROVISIONS OF SECTION 10.5, BUYER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

## ARTICLE VI COVENANTS OF THE PARTIES

6.1 Conduct of Business Pending the Closing. Except (a) as required by applicable Law or by order of the Bankruptcy Court, (b) as otherwise expressly required by this Agreement, (c) as limited by the terms of the DIP Documents, or (d) with the prior written consent of Buyer (not to be unreasonably withheld, conditioned, or delayed), during the period from the Agreement Date and continuing until the earlier of the termination of this Agreement in accordance with its terms or the Closing, the Sellers shall carry on the Business in the Ordinary Course of Business (subject to the requirements of the Bankruptcy Code and Bankruptcy Court) and use commercially reasonable efforts to preserve in all material respects (a) the operations, organization and goodwill

of the Business intact (including by maintaining and renewing its Permits) and (b) relationships with Governmental Entities, customers, suppliers, partners, lessors, licensors, licensees, vendors, contractors, distributors, agents, officers and employees and others having business dealings with the Business. The Sellers shall notify Buyer in writing of any event, occurrence, fact, condition or change in the Business, assets, operations or prospects of the Sellers that results in, or would reasonably be expected to result in, a Material Adverse Effect, promptly upon the occurrence of any such event, occurrence, fact, condition or change.

6.2 Negative Covenants. Except as otherwise expressly provided by this Agreement or consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned, or delayed), or as may be required by order of the Bankruptcy Court or the Credit Documents, or as may be limited by the terms of the DIP Documents, during the period from the date of this Agreement until the earlier of the termination of this Agreement in accordance with its terms or the Closing, the Sellers shall not take any of the following actions:

(a) incur or commit to incur any capital expenditures other than as expressly contemplated under the Approved Budget;

(b) acquire or agree to acquire (by merging or consolidating with, or by purchasing any portion of the stock of, or other ownership interests in, or substantial portion of assets of, or by any other manner), any business or division or any corporation, partnership, association, limited liability company or other entity;

(c) grant any lien on or otherwise encumber or dispose of (or consent to the disposition of) any of the Purchased Assets (including any Available Contract), including the capital stock or equity interests of any of the Sellers, other than a Permitted Encumbrances or inventory sold in the Ordinary Course of Business;

(d) sell, assign, transfer, license, sublicense, covenant not to sue with respect to, abandon, cancel, terminate, permit to lapse or expire, or otherwise dispose of any Acquired Intellectual Property;

(e) adjust, split, combine, redeem, repurchase or reclassify any capital stock or equity interests or issue or propose or authorize the issuance of any other securities (including Debt securities, options, profits interests, warrants or any similar security exercisable for, or convertible into, such other security);

(f) incur or assume any Debt (other than in connection with the DIP Documents);

(g) guarantee any Debt of any Person or enter into any “keep well” or other agreement to maintain any financial condition of another Person or enter into any arrangement having the economic effect of any of the foregoing (other than pursuant to the Credit Documents);

(h) enter into, amend, restate, supplement, modify, waive or terminate any Available Contract that would reasonably be expected to be material to the Business, taken as a whole;

(i) adopt any amendments to the certificate of incorporation, bylaws or other Organizational Documents of any Seller;

(j) initiate, compromise, settle or agree to settle any Claim, complaint, or Proceeding, other than compromises or settlements in the Ordinary Course of Business that (i) involve only the payment of money damages not in excess of \$[●] individually or \$[●] in the aggregate, (ii) do not impose ongoing limits on the conduct of the Business, and (iii) result in a full release of all Sellers with regard to the Claims or complaint giving rise to such Proceeding;

(k) make, change or revoke any material Tax election (including entity classification elections), change any financial or Tax accounting method, except insofar as may have been required by applicable Law or a change in GAAP, consent to an extension or waiver of the limitation period applicable to any Tax claim or assessment, or surrender any right to claim a refund of a material amount of Taxes;

(l) except as required by Law, enter into, amend, negotiate or terminate any collective bargaining agreement or similar agreement with any labor union or labor organization representing any employees;

(m) except as required by Law, by the terms of any Benefit Plan or in the Ordinary Course of Business, (i) increase the compensation payable to or to become payable to, or the benefits provided to, pay any bonus to, or grant any equity or equity-based award to, any current or former employee, director, independent contractor or other individual service provider of the Sellers; (ii) grant, increase, pay, provide or modify any severance, retention, change in control or termination payment or benefit to, or loan or advance or accelerate any amount to, any current or former employee, director, independent contractor or other individual service provider of the Sellers; (iii) accelerate the vesting or payment, or fund or in any other way secure the payment, of any compensation or benefit for any current or former employee, director, independent contractor or other individual service provider of the Sellers; (iv) approve, establish, adopt, enter into, amend or terminate any Assumed Benefit Plan; or (v) hire or terminate (other than for cause) any Business Employee, or independent contractor or other individual service provider of the Business with annual target cash compensation greater than \$100,000;

(n) implement any employee layoffs that would result in an obligation to give notice at or before the Closing Date under the WARN Act or other similar law;

(o) (i) enter into any Contract or arrangement (including any loan or similar arrangement) with a Related Party or that would be a Related Party Transaction if it existed on the Agreement Date or (ii) make payments to or on behalf of any Related Party (including by exercise of set-off rights or otherwise), other than in accordance with the terms of an existing, disclosed Related Party Transaction;

(p) receive, collect, compile, use, store, process, share, safeguard, secure (technically, physically and administratively), dispose of, destroy, disclose, or transfer (including cross-border) Personal Information (or fail to do any of the foregoing, as applicable) in violation of any (i) applicable Privacy Laws, (ii) privacy policies or notices of the Sellers, or (iii) the Sellers' contractual obligations with respect to Personal Information; or

(q) commit to take any of the foregoing actions or any other action which would reasonably be expected to materially delay or impede the satisfaction of any of the conditions set forth in Article VIII.

### 6.3 Access.

(a) Subject to applicable Law, until the Closing Date, the Sellers (i) shall give Buyer and its Representatives reasonable access during normal business hours to the offices, assets, contracts, properties, officers, employees, accountants, auditors, financial advisors, counsel (other than counsel to the Sellers in connection with the Cases) and other representatives, books and records, of the Sellers and their Affiliates, (ii) shall furnish to Buyer and its Representatives such financial, operating and property related data and other information as such Persons reasonably request, (iii) shall instruct the employees, accountants, counsel and financial advisors of the Sellers and their Affiliates to cooperate reasonably with Buyer in its investigation of the Business; and (iv) shall, upon reasonable request of Buyer, use commercially reasonable efforts to provide Buyer with access to their customers, suppliers, vendors, distributors, manufacturers and other Persons with whom the Business has had material dealings; provided, however, that Buyer will not, and will not permit any of its Representatives to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of the Sellers prior to the Closing with respect to the Sellers, their business or the transactions contemplated by this Agreement without the prior written consent of the Sellers for each such contact. No investigation by Buyer prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of the Sellers contained in this Agreement. For the avoidance of doubt, nothing in this Section 6.3(a) shall require Sellers to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege or (ii) such action could reasonably be expected to result in violation of applicable Law or Order.

(b) From and after the Closing Date until the conclusion of the Cases and dissolution of Sellers, Buyer shall give the Sellers and the Sellers' Representatives reasonable access during normal business hours 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 Purchased Assets, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities with respect to periods or occurrences prior to the Closing Date, for the purposes of (i) the preparation or amendment of Tax Returns, (ii) the determination of any matter relating to the rights or obligations of the Sellers under this Agreement, or (iii) as is necessary to administer, or satisfy their obligations in connection with, the Cases. Buyer shall, and shall cause each of its controlled Affiliates to, cooperate with the Sellers as may reasonably be requested by the Sellers for such purposes. For the avoidance of doubt, nothing in this Section 6.3(b) shall require Buyer to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of applicable Law or Order, or (iii) providing such access or information would be reasonably expected to be disruptive to its normal business operations. Unless otherwise consented to in writing by the Sellers, Buyer will not, for a period of three (3) years following the Closing Date, destroy, alter or otherwise dispose of any of the books and records without first offering to surrender to the Sellers such books and records or any portion thereof that Buyer may intend to destroy, alter or dispose of. From and after the Closing, Buyer 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).

(c) The information provided pursuant to this Section 6.3 will be used solely for the purpose of consummating the transactions contemplated hereby, and will be governed by all the terms and conditions of Section 12.19 of the Prepetition First Lien Financing Agreement. None of Sellers makes any representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.3, and Buyer may not rely on the accuracy of any such information, in each case, other than the Express Representations.

6.4 Confidentiality. From and after the Closing Date:

(a) the Sellers will treat and hold as confidential all of the Confidential Information, and will not, directly or indirectly, without the prior written consent of Buyer, disclose or use any Confidential Information. The Sellers' obligation not to disclose Confidential Information shall not apply to Confidential Information that it shall be required to disclose by Law; provided, however, that, prior to making such disclosure, the Sellers shall notify Buyer promptly to the extent not prohibited by Law so that Buyer may, seek confidential treatment or protection of such Confidential Information at Buyer's sole cost and expense.

(b) in the event that the Sellers are required in any Proceeding to disclose any Confidential Information, the Sellers will notify Buyer promptly of the requirement to the extent not prohibited by Law so that Buyer may seek an appropriate protective order at Buyer's sole cost and expense or waive compliance with the provisions of this Section 6.4.

6.5 Public Announcements. From the Agreement Date, Buyer and the Sellers will consult with each other before issuing, and provide each other the reasonable opportunity to review and comment upon, any press release, any court filing or pleading filed with the Bankruptcy Court relating primarily to this Agreement or the Transactions, or other public statements with respect to the Transactions, and neither Buyer nor the Sellers shall issue any such press release or make any such public statement without the prior written approval of the other Party, in each case except as may be required by Law, or by obligations pursuant to any listing agreement with any national securities exchange. Sellers shall use their respective commercially reasonable efforts to cause their respective Affiliates, employees, officers and directors to comply with this Section 6.5.

6.6 Employment Matters.

(a) At least ten (10) days prior to Closing, Buyer shall extend to each Business Employee a written offer of employment, which shall have been first reviewed by Sellers, and which Sellers shall have had an opportunity to comment upon, providing for a position that is the same or no less favorable than such employee's position immediately prior to the Closing (including level of responsibility, primary location of employment and authority) on the terms set forth in this Section 6.6 ("Transfer Offer") and that, if accepted, shall become effective immediately after the Closing. Business Employees who accept such Transfer Offers and begin active employment with Buyer in accordance with this Section 6.6 shall be referred to herein as "Transferred Employees." For a period of no less than one (1) year or, if sooner, the Transferred

Employee's termination of employment with Buyer or its Affiliates, Buyer or its affiliates shall provide each Transferred Employee (i) at least the same base salary or hourly wage rate and target incentive cash bonus opportunities applicable to such Transferred Employee as of the Closing Date and (ii) other material employee benefits (but excluding any equity based compensation, defined benefit plan benefits or long-term deferred compensation) that are comparable in the aggregate to the benefits such Transferred Employee received under the Benefit Plans as of the Closing Date. Buyer shall notify Sellers 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 Buyer following the Closing for any period of time. Buyer shall carry out all necessary actions 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 their respective Affiliates.

(b) Solely to the extent required by applicable Law, Sellers shall pay each Transferred Employee all accrued but unused vacation or paid time-off for periods prior to the Closing Date as soon as administratively practicable following the Closing Date or as required by applicable Law. Buyer shall promptly (and, in any event, within ten (10) Business Days following the later of the Closing Date and the date of the applicable payment) reimburse Sellers for any payments made by Sellers to any Transferred Employees in respect of earned but unused vacation, sick leave and personal time paid to Transferred Employees in accordance with this Section 6.6(b). To the extent that applicable Law does not require Sellers to pay any accrued but unused vacation, sick leave and personal time to any Transferred Employee in accordance with this Section 6.6(b), Buyer shall recognize and assume all Liabilities with respect to such Transferred Employee's accrued but unused vacation, sick leave and personal time. In addition, Buyers shall allow Transferred Employees to take any vacation, sick leave and personal time that was scheduled prior to the Closing.

(c) Following the Closing, Buyer shall give each Transferred Employee full credit for prior service with the Sellers for purposes of (i) eligibility and vesting under any health or welfare Benefit Plans of Buyer (for the avoidance of doubt, excluding defined benefit pension accruals, deferred compensation, or equity or equity-based incentive plans, or any plan under which such crediting would be prohibited), and (ii) determination of benefit levels under any employee benefit plans of Buyer relating to paid time off, in each case, for which the Transferred Employee is otherwise eligible and in which the Transferred Employee is offered participation, except where such credit would result in a duplication of benefits. Buyer shall use commercially reasonable efforts to waive, or cause to be waived, any limitations on benefits relating to pre-existing conditions to the same extent such limitations are waived under any comparable plan of the Sellers and use commercially reasonable efforts to recognize for purposes of annual deductible and out-of-pocket limits under its medical and dental plans, deductible and out-of-pocket expenses paid by Transferred Employees in the calendar year in which the Closing Date occurs.

(d) Without limiting the generality of Section 2.4, each Seller shall retain responsibility for, and satisfy all Liabilities with respect to, all payments and benefits of the employees (and their spouses, dependents and beneficiaries, and all former employees, agents and representatives) under Benefit Plans that are not Assumed Benefit Plans accrued up to the Closing

Date or which relate to events prior to the Closing Date under in accordance with the terms thereof and applicable Laws. The Seller and Buyer shall work in good faith to transfer sponsorship of any Assumed Benefit Plan (including any third-party insurance contracts or services agreements thereto) from Seller to Buyer or its Affiliates.

(e) Without limiting the generality of Article II, each Seller shall be responsible for the following claims or benefit payments of all employees (and their spouses, dependents and beneficiaries, and all former employees, agents and representatives) accrued up to the Closing Date or which related to events prior to the Closing Date regardless of whether such claims are filed before or after the Closing Date under each Benefit Plan that is not an Assumed Benefit Plan:

(i) with respect to death or dismemberment claims, those in respect of which the event occurred prior to the Closing Date;

(ii) with respect to health claims, those in respect of which the services were provided or the supplies were purchased prior to the Closing Date; and

(iii) with respect to short term and/or long term disability claims and workers' compensation claims, for those claims resulting from events that occurred prior to the Closing Date, including, to the extent covered under the Benefit Plans, for recurring illnesses which first originated with events occurring prior to the Closing Date, whether or not such claims continue after the Closing Date.

(f) This Section 6.6 shall operate exclusively for the benefit of the Sellers and Buyer and not for the benefit of any other Person, including any current or former employees of the Sellers or the Transferred Employees, which Persons shall have no rights to enforce this Section 6.6. Nothing in this Section 6.6 shall: (i) entitle any Transferred Employee to employment with Buyer; (ii) change such Transferred Employee's status as an employee-at-will or restrict the ability of Buyer to terminate the service of any Transferred Employee at any time or for any reason; (iii) create any third party rights in any current or former service provider of the Sellers (including any beneficiary or dependent thereof); or (iv) be treated as an amendment of any Benefit Plan or other employee benefit plan or arrangement or restrict the ability of Buyer, the Sellers or any of their respective Affiliates to amend, modify, discontinue or terminate any Benefit Plan or other employee benefit plan or arrangement.

(g) Buyer 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.

(h) For any Transferred Employees who are principally based outside the United States, the provisions of this Section 6.6 shall apply to such employees *mutatis mutandis* to the maximum extent permitted by applicable Law.

#### 6.7 Reasonable Efforts; Approvals.

(a) Buyer and the Sellers will use reasonable best efforts to take, or cause to be taken, all actions and use reasonable best efforts to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things which are necessary, proper or advisable to

consummate and make effective the Transactions including: (i) the transfer, modification or reissuance of all Permits, (ii) the obtaining or taking of all other necessary actions, non-actions or waivers from Governmental Entities and the making of all other necessary registrations and filings with Governmental Entities (including any regulatory authorizations), and (iii) the execution and delivery of any additional certificates, agreements, instruments, reports, schedules, statements, consents, documents and information necessary to consummate the Transactions. The covenants in this Section 6.7(a) shall survive the Closing.

(b) In furtherance of the foregoing, Buyer and each Seller shall use its commercially reasonable efforts to obtain any consents and approvals from any third party other than a Governmental Entity that may be required in connection with the Transactions (the “Third Party Consents”). Without limiting the generality of the foregoing sentence, the Sellers shall not be required to compensate any applicable third party, commence or participate in any Proceeding or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to indemnify, remain primarily, secondarily or contingently liable for any Assumed Liability) to any applicable third party in connection with the Sellers’ obligations under this Section 6.7(b); provided that the Sellers shall obtain the written consent of Buyer prior to any Seller paying any such compensation, commencing or participating in any Proceeding, or offering or granting any such accommodation. The covenants in this Section 6.7(b) shall survive the Closing.

(c) The obligations of the Sellers pursuant to this Agreement, including this Section 6.7, 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 Cases), Sellers’ DIP Facility, and each of Sellers’ obligations as a debtor-in-possession to comply with any Order of the Bankruptcy Court (including the Bidding Procedures Order and the Sale Order) and Sellers’ duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code

6.8 Corporate Name Change. Within 30 days following the Closing, each Seller shall deliver to Buyer (a) a duly executed and acknowledged certificate of amendment to such Seller’s certificate of incorporation or other Organizational Document which is required to change such Seller’s corporate or other entity name to a new name that is, in Buyer’s reasonable judgment, sufficiently dissimilar to such Seller’s present name and, in all cases, does not include the name “Progrexion”, “Prime”, “Credit.com”, “Creditrepair.com” and “Credit Repair” so as to avoid confusion and to make each Seller’s present name available to Buyer, and (b) appropriate documents, duly executed and acknowledged, which are required to change such Seller’s name to such new name in any jurisdiction in which such Seller is qualified to do business, in forms reasonably satisfactory to Buyer. Buyer and any Affiliate of Buyer are hereby authorized (but not obligated) to file such certificates or other documents (at Buyer’s expense) with the applicable Governmental Entities in order to effectuate such change of name at or after the Closing as Buyer may elect.

6.9 Assignment of Contracts and Rights. To the maximum extent permitted by the Bankruptcy Code, the Purchased Assets of the Sellers shall be assumed and assigned to Buyer pursuant to section 365 of the Bankruptcy Code as of the Closing Date or such other date as specified in the Sale Order or this Agreement, as applicable. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any

asset or any right thereunder if, after giving effect to the Sale Order, an attempted assignment without the consent of a third party (including any Governmental Entity) would constitute a breach or in any way adversely affect the rights of Buyer following the Closing. If, as of the Closing Date, such consent is not obtained or such assignment is not attainable pursuant to sections 105, 363 or 365 of the Bankruptcy Code other than as a result of the failure by the Sellers or Buyer, as applicable, to pay or otherwise satisfy all Cure Amounts or the Assumed Cure Amounts, then the Sellers and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible (without infringing upon the legal rights of any third party or violating any Law), under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder, as if such asset were transferred to the Buyer at Closing) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which the Sellers would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming all of the Sellers' obligations (to the extent constituting Assumed Liabilities hereunder as if such asset were transferred to the Buyer at Closing), and any and all rights of the Sellers thereunder.

#### 6.10 Tax Matters

(a) Subject to Section 2.3(k), all Transfer Taxes arising out of the transfer of the Purchased Assets and any Transfer Taxes required to effect any recording or filing with respect thereto shall be borne by Buyer. The Transfer Taxes shall be calculated assuming that no exemption from Transfer Taxes is available, unless otherwise indicated in the Sale Order or, at Closing, the Sellers or Buyer, as appropriate, provide an appropriate resale exemption certificate or other evidence acceptable to Buyer or the Sellers, as appropriate, of exemption from such Transfer Taxes. The Sellers and Buyer shall cooperate to timely prepare and file any Tax Returns relating to such Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes. The Sellers shall file all necessary documentation and returns with respect to such Transfer Taxes when due, and shall promptly, following the filing thereof, furnish a copy of such return or other filing and a copy of a receipt showing payment of any such Transfer Tax to Buyer. Each Party shall furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Business as is reasonably necessary for filing of all Tax Returns, including any claim for exemption or exclusion from the application or imposition of any Taxes or making of any election related to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return.

(b) Other than Transfer Taxes or those Taxes assumed pursuant to Section 2.3, all Liability for Taxes with respect to the Purchased Assets attributable to the Pre-Closing Tax Period (the "Pre-Closing Taxes") shall be borne by the Sellers, and all Liability for Taxes with respect to the Purchased Assets attributable to the Post-Closing Tax Period shall be borne by Buyer. For the purposes of this Agreement, with respect to Taxes attributable to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of any such Taxes that are treated as Pre-Closing Taxes shall be: (i) in the case of Taxes based upon, or related to income, receipts, profits, or wages or imposed in connection with the sale, transfer or assignment of property, or required to be withheld, deemed equal to the amount which would be payable if such taxable year or other taxable period ended on the Closing Date, and (ii) in the case of other Taxes deemed to be the amount of such Taxes for the entire period multiplied by a fraction the

numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period.

(c) The Parties agree that the transfer of the Purchased Assets to the Buyer is intended to be treated as a taxable acquisition of assets and the Parties shall prepare and file all relevant U.S. federal income Tax Returns consistent with such intended treatment and Section 3.3, respectively, absent a contrary “determination” (within the meaning of Section 1313(a) of the Code).

(d) The obligations set forth in this Section 6.10 with respect to Taxes shall survive until the date that is thirty (30) days following the expiration of the applicable statute of limitations.

6.11 Available Contracts List. Sellers shall use commercially reasonable efforts to provide Buyer with a true and correct list of all Available Contracts (and copies thereof) promptly following the date hereof and in no event later thirty (30) days from the Agreement Date.

6.12 HSR Act; Antitrust Laws.

(a) Sellers and Buyer shall, if required in connection with the transactions contemplated hereby, (i) promptly make the filings required by any Governmental Entity, including under the HSR Act or any other Antitrust Laws and, in any event, within ten (10) Business Days after the Agreement Date in the case of all filings required under the HSR Act and all other filings required by other Antitrust Laws, (ii) comply at the earliest practicable date with any request for additional information, documents or other materials received from any Governmental Entity, whether such request is formal or informal, (iii) cooperate with the other Parties in connection with resolving any investigation or other inquiry concerning the transactions contemplated by this Agreement commenced by any Governmental Entity, and (iv) cooperate with the other Parties in connection with any other Party’s filing. Each Party shall be responsible for the payment of its respective fees and expenses, including legal fees and expenses, in complying with any request for additional information or documentary material from any Governmental Entity; *provided* that all filing fees required to be paid in connection with any filings hereunder shall be borne equally by Sellers and Buyer. Except where prohibited by applicable Law or any Governmental Entity, and subject to Section 6.4, each Party shall promptly inform the other Parties of any oral communication with, and provide copies of written communications with, any Governmental Entity regarding any such filing. No Party shall agree to participate in any formal meeting with any Governmental Entity in respect of any such filings, investigation, or other inquiry without giving the other Parties prior notice of the meeting and, to the extent permitted by such Governmental Entity, the opportunity to attend and/or participate. Subject to applicable Laws and any Governmental Entity, the Parties will coordinate, consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party relating to proceedings under the HSR Act or any other Antitrust Law, if any. Except where prohibited by applicable Law or any Governmental Entity, and subject to Section 6.4, the Parties will provide each other with copies of all correspondence, filings or communications, including any documents, information and data contained therewith, between them or any of their representatives, on the one hand, and any

Governmental Entity or members of its staff, on the other hand, with respect to this Agreement and the transactions contemplated hereby.

(b) Buyer and each Seller shall use their respective reasonable best efforts to obtain any required approval from any Governmental Entity and to resolve such objections, if any, as may be asserted by any Governmental Entity with respect to the transactions contemplated by this Agreement under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other United States federal or state or foreign Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the “Antitrust Laws”). Buyer and each Seller shall use their respective reasonable best efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as practicable after the execution of this Agreement.

## ARTICLE VII BANKRUPTCY PROVISIONS

7.1 Expense Reimbursement. In consideration for Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of the Sellers, if this Agreement is terminated for any reason other than Section 9.1(b)(i) or Section 9.1(c)(i), the Sellers shall pay Buyer, in accordance with the terms of this Agreement (including Section 9.2) and the Bidding Procedures Order an aggregate amount equal to the Expense Reimbursement; provided, however, if the Agreement is terminated pursuant to Section 9.1(b)(v), Section 9.1(b)(vii) or Section 9.1(c)(ii), any such Expense Reimbursement shall only be due and payable upon consummation of an Alternate Transaction from the proceeds of such Alternate Transaction. Each of the Parties acknowledges and agrees that the agreements contained in this Section 7.1 are an integral part of the Transactions and this Agreement and that the Expense Reimbursement is not a penalty, but rather is liquidated damages in a reasonable amount that will reasonably compensate Buyer in the circumstances in which such Expense Reimbursement is payable for the efforts and resources expended and opportunities foregone by Buyer while negotiating and pursuing the Transactions and this Agreement and in reasonable reliance on this Agreement and on the reasonable expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision. In accordance with Section 7.3, Sellers shall file with and seek the entry by the Bankruptcy Court of the Bidding Procedures Order approving the payment of the Expense Reimbursement. The claim of Buyer in respect of the Expense Reimbursement shall become and constitute an allowed administrative expense claim against each of the Sellers under sections 503(b) and 507(a)(2) of the Bankruptcy Code in the Cases (without the need to file a proof of claim). The Expense Reimbursement shall be payable on a joint and several basis by the Sellers.

### 7.2 Bankruptcy Court Orders and Related Matters.

(a) The Sellers and Buyer acknowledge that this Agreement and the Transactions are subject to entry of, as applicable, the Bidding Procedures Order and the Sale Order. In the event of any discrepancy between this Agreement and the Bidding Procedures Order and the Sale Order, the Bidding Procedures Order and the Sale Order shall govern. In the event the entry of the Sale Order or the Bidding Procedures Order is appealed, Sellers shall use commercially

reasonable efforts to defend such appeal, and Buyer shall cooperate in such efforts. Buyer and Sellers acknowledge that Sellers must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best offer for the Purchased Assets, including giving notice thereof to the creditors of Sellers and other interested parties, providing information about Sellers' business to prospective bidders, entertaining higher or otherwise better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, conducting the Auction. Buyer agrees and acknowledges that Sellers and their Affiliates will be permitted, and will be permitted to cause their Representatives, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Buyer and its Affiliates, agents and Representatives).

(b) The bidding procedures to be employed with respect to this Agreement and the Auction will be those reflected in the Bidding Procedures Order.

(c) Buyer will provide adequate evidence and assurance under the Bankruptcy Code of the future performance by Buyer of each Assumed Contract. Buyer will, and will cause its Affiliates to, reasonably promptly take all actions reasonably required or requested by Sellers to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer's Representatives available to testify before the Bankruptcy Court. Subject to the other terms and conditions of this Agreement, Buyer will, from and after the Closing Date, (i) assume all Liabilities of Sellers under the Assumed Contracts and (ii) satisfy and perform all of the Liabilities related to each of the Assumed Contracts when the same are due thereunder.

(d) If this Agreement and the sale of the Purchased Assets to Buyer on the terms and conditions hereof are determined to be the "highest or otherwise best offer" in accordance with the Bidding Procedures Order, Buyer and Sellers agree to use commercially reasonable efforts to cause the Bankruptcy Court to enter the Sale Order in a form mutually agreed between Buyer and Sellers.

(e) The Sellers shall, consistent with their respective obligations as fiduciaries under the Bankruptcy Code, cooperate with Buyer concerning the Bidding Procedures Order, the Sale Order, and any other orders of the Bankruptcy Court relating to the Transactions. The Sellers shall give notice under the Bankruptcy Code of the request for the relief specified in the Bidding Procedures Motion to all creditors and parties in interest entitled to notice thereof pursuant to the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and any other applicable orders of the Bankruptcy Court, including all Persons that have asserted Encumbrances on any Seller's assets, and all non-debtor parties to the Available Contracts of the Sellers and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct or as Buyer may reasonably request, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings, or other Proceedings in the Bankruptcy Court relating to this Agreement, the Transactions and the Bidding Procedures Motion.



(f) The Sellers shall provide draft copies of all orders, motions, pleading, applications and other material documents they intend to file with the Bankruptcy Court in connection with the sale of the Purchased Assets or the Transactions not less than three (3) Business Days prior to the date when the Sellers plan to file such document (provided that if the delivery of such drafts at least three (3) Business Days is not reasonably practicable, such drafts shall be delivered to Buyer as soon as reasonable practicable prior to filing). The form and substance of any such document hereunder shall be mutually acceptable to Buyer and Seller, provided that no Party shall unreasonably withhold, condition or delay its consent.

(g) Sellers covenant and agree that if the Sale Order is entered, the terms of any plan submitted by Sellers to the Bankruptcy Court for confirmation, or the terms of any other sale of Sellers' or their Affiliates' assets (or any other Order) submitted by Sellers to the Bankruptcy Court, for approval, will not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement and the rights of Buyer hereunder, or in any way prevent or interfere with the consummation or performance of the Transactions including any transaction that is contemplated by or approved pursuant to the Sale Order.

(h) For the avoidance of doubt, nothing in this Agreement will restrict Sellers or their Affiliates from selling, disposing of or otherwise transferring any Excluded Assets (other than Available Contracts, which the Sellers may not terminate, amend, or otherwise dispose of, or reject in the Cases, without Buyer's consent) or from settling, delegating or otherwise transferring any Excluded Liabilities, or from entering into discussions or agreements with respect to the foregoing.

7.3 Bankruptcy Milestones. The Parties shall achieve the following milestones by the dates set forth below (or such later date as may be agreed between the Parties, such agreement not to be unreasonably withheld, conditioned or delayed) (collectively, the "Bankruptcy Milestones"):

(a) On the Petition Date, the Debtors shall file a motion with the Bankruptcy Court seeking approval of the DIP Facility.

(b) On or before the date that is two (2) days after the Petition Date, the Debtors shall have filed the Bidding Procedures Motion in the Bankruptcy Court.

(c) On or before the date that is four (4) days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order.

(d) On or before the date that is sixty-one (61) days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order.

(e) On or before the date that is sixty-one (61) days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order.

(f) On or before the date that is no later than fifty-eight (58) days after the Petition Date, each of the Debtors shall have filed schedules and statements of financial affairs pursuant to rule 1007 of the Federal Rule of Bankruptcy Procedure.

(g) On or before the date that is sixty-eight (68) days after the Petition Date, the Bid Deadline (as defined in the Bidding Procedures Order) shall have occurred.

(h) On or before the date that is seventy-two (72) days after the Petition Date, the Debtors shall have commenced the Auction, if necessary.

(i) On or before the date that is eighty-two (82) days after the Petition Date, the Bankruptcy Court shall have entered the Sale Order.

(j) On or before the date that is one hundred and five (105) days after the Petition Date, the Closing shall have occurred.

## **ARTICLE VIII CONDITIONS TO OBLIGATIONS OF THE PARTIES**

8.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Transactions is subject to the satisfaction (or waiver by Buyer in Buyer's sole discretion) on or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of the Sellers contained in Section 4.1 (Organization and Good Standing), Section 4.2 (Power and Authority), Section 4.14 (Financial Advisors), and Section 4.18 (Related Party Transactions) shall be true and correct on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). The representations and warranties of the Sellers contained in Section 4.6 (Title to Purchased Assets) shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). All other representations and warranties of the Sellers contained in Article IV shall be true and correct on the date hereof and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date), except where the failure of any such representations or warranties to be true and correct (without giving effect to any limitations to "material" or "Material Adverse Effect"), either individually or in the aggregate, has resulted in or would reasonably be expected to result in a Material Adverse Effect.

(b) Performance of Obligations. Each of the Sellers shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it on or prior to the Closing Date.

(c) Third Party Consents. The Sellers shall have obtained all consents and approvals set forth in Schedule 8.1(c).

(d) DIP Financing. The DIP Documents shall have each been approved by the Bankruptcy Court pursuant to the Final DIP Order, which shall be in form and substance acceptable to Buyer.

(e) No Material Adverse Effect. There shall have been no Material Adverse Effect from the Agreement Date through the Closing Date.

(f) No Challenges to Credit Bid. There shall be no pending challenge or contest to the validity, amount, perfection or priority of the DIP Documents, the Loan Documents or other Claims of Buyer or Administrative Agent (as applicable) thereunder that would prevent or otherwise limit Buyer's ability to credit bid the Credit Bid Amount, unless any such challenge or contest shall have been resolved to the reasonable satisfaction of Buyer in its sole discretion;

(g) Deliverables. The Sellers shall have delivered, or caused to be delivered, to Buyer each deliverable required pursuant to Section 3.1(b).

(h) Bidding Procedures Order. The Bankruptcy Court shall have entered the Bidding Procedures Order, which Order shall have become a Final Order.

(i) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which Order shall have become a Final Order.

(j) Lexington Law Sale Transaction. Lexington Law shall have entered into definitive written agreements, in form and substance acceptable to Buyer, regarding a sale transaction with respect to the Lexington Law assets pursuant to which the purchaser of Lexington Law's assets will provide certain services to Buyer.

8.2 Conditions Precedent to the Obligations of the Sellers. The obligation of the Sellers to consummate the Transactions is subject to the satisfaction (or waiver by the Sellers) at or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations of Buyer contained in Section 5.1 (Organization and Good Standing), Section 5.2 (Power and Authority), Section 5.3 (No Contravention) and Section 5.6 (Financial Advisors) shall be true and correct on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). All other representations and warranties contained in Article V shall be true and correct on the date hereof and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date), except where the failure of any such representations or warranties to be true and correct (without giving effect to any limitations to "material" or similar qualifier), either individually or in the aggregate, has resulted in or would reasonably be expected to have an adverse effect on Buyer's ability to perform its obligations under this Agreement in any material respect.

(b) Performance of Obligations. Buyer shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it prior to or on the Closing Date.

(c) Deliverables. Buyer shall have delivered to the Sellers each deliverable required pursuant to Section 3.1(c).

(d) Bidding Procedures Order. The Bankruptcy Court shall have entered the Bidding Procedures Order, which Order shall not be subject to a stay or otherwise been vacated.

(e) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which Order shall not be subject to a stay or otherwise been vacated.

(f) Restructuring Support Agreement. Concurrently with the execution of this Agreement, Sellers and Lenders shall each have executed and delivered a binding restructuring support agreement with respect to the wind down and liquidation of the Debtor entities and businesses following the Closing, in form and substance satisfactory to Sellers (the “RSA”), and such RSA shall remain in full force and effect, there being no material breach by the Lenders of any provisions thereof.

8.3 Conditions Precedent to Obligations of Buyer and the Sellers. The respective obligations of Buyer and the Sellers to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of the condition (which may be waived by the Parties in whole or in part to the extent permitted by applicable Law) that (a) no provision of any applicable Law or Order enacted, entered, promulgated, enforced or issued by any Governmental Entity shall be in effect that prevents, renders illegal or otherwise prohibits the sale and purchase of the Purchased Assets or any of the other Transactions, and (b) the waiting period applicable to the transactions contemplated by this Agreement under the HSR Act and any other applicable Antitrust Laws, if required, shall have expired or early termination shall have been granted.

8.4 Frustration of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VIII 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. Neither the Sellers nor Buyer may rely on the failure of any condition to their respective obligations to consummate the Transactions set forth in Section 8.1, Section 8.2 or Section 8.3, as the case may be, to be satisfied if such failure was caused by such Party’s failure to comply with or breach of any provision of this Agreement.

## ARTICLE IX TERMINATION

9.1 Termination of Agreement. This Agreement may be terminated and the Transactions abandoned at any time prior to the Closing:

- (a) by written agreement of the Sellers and Buyer.
- (b) by Buyer, if:
  - (i) any Bankruptcy Milestone is not timely satisfied in accordance with Section 7.3;
  - (ii) there shall have been a breach by the Sellers of any of their representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 8.1, and such breach shall be incapable of being cured or, if capable of being cured, shall not have

been cured by the earlier of (A) September 18, 2023 (or such later date as the Parties may agree upon in writing, the “Outside Date”) or (B) five (5) Business Days after written notice thereof shall have been received by the Sellers, provided that the right to terminate this Agreement pursuant to this Section 9.1(b)(ii) will not be available to Buyer at any time that Buyer is in material breach of, any covenant, representation or warranty hereunder;

(iii) the Cases are (A) converted to cases under chapter 7 of the Bankruptcy Code or (B) dismissed prior to the Closing;

(iv) a trustee or examiner is appointed under section 1104 of the Bankruptcy Code;

(v) there is a breach or event of default under the DIP Documents;

(vi) Buyer is not the Successful Bidder at the Auction for any of the Purchased Assets;

(vii) Sellers enter into a definitive agreement with respect to an Alternate Transaction or an Order of the Bankruptcy Court or other court of competent jurisdiction is entered approving an Alternate Transaction, in each case, other than with the Successful Bidder; or

(viii) if the Closing shall not have occurred by the Outside Date; provided that the right to terminate this Agreement pursuant to this Section 9.1(b)(viii) will not be available to Buyer at any time that Buyer is in material breach of, any covenant, representation or warranty hereunder.

(c) by the Sellers, if:

(i) there shall have been a breach by Buyer of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 8.2, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within the earlier of (A) Outside Date or (B) ten (10) Business Days after written notice thereof shall have been received by Buyer;

(ii) any Seller enters into a definitive agreement with respect to an Alternate Transaction, or an Order of the Bankruptcy Court or other court of competent jurisdiction is entered approving an Alternate Transaction;

(iii) 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; or

(iv) if the Buyer is not the Successful Bidder at the Auction;

(d) by either Buyer or the Sellers, if any Governmental Entity shall have enacted or issued a Law or Order or taken other action permanently restraining, prohibiting or enjoining any of the Parties from consummating the Transactions.

## 9.2 Consequences of Termination.

(a) If either Buyer, on the one hand, or Sellers, on the other hand, desire to terminate this Agreement pursuant to Section 9.1, such Party (or Parties, as applicable) shall give written notice of such termination to the other Parties. Upon delivery of such notice of termination, this Agreement will become void and have no further force and effect and all further obligations of the Parties to each other under this Agreement will terminate without further obligation or liability of the Parties.

(b) Notwithstanding anything to the contrary in this Agreement, if the Agreement is terminated pursuant to Section 9.1(b)(v), Section 9.1(b)(vii) or Section 9.1(c)(ii), then Buyer shall be entitled to payment of the Expense Reimbursement, if approved by the Bankruptcy Court, upon consummation of an Alternate Transaction from the proceeds of such Alternate Transaction.

(c) Notwithstanding anything to the contrary in this Agreement, if this Agreement is terminated for any reason other than pursuant to (i) Section 9.1(a), Section 9.1(b)(i), or Section 9.1(c)(i), (in each of which cases no Expense Reimbursement is or shall be owed to Buyer), or (ii) Section 9.1(b)(v), Section 9.1(b)(vii) or Section 9.1(c)(ii) (in each of which cases the Expense Reimbursement shall be payable from the proceeds of the Alternate Transaction), then Buyer shall be entitled to payment of the Expense Reimbursement no later than two (2) Business Days following such termination.

(d) Notwithstanding the foregoing set forth in this Section 9.2, Section 1.1 (Defined Terms), Section 6.5 (Public Announcements), Section 7.1 (Expense Reimbursement), this Section 9.2 (Consequences of Termination) and Article X (Miscellaneous) shall survive any termination of this Agreement.

(e) Nothing in this Section 9.2 shall relieve Buyer or the Sellers of any liability for a breach of this Agreement prior to the date of termination.

## ARTICLE X MISCELLANEOUS

10.1 Expenses. Except as set forth in this Agreement, the Credit Documents or the Sale Order, and whether or not the Transactions are consummated, each Party shall bear all costs and expenses incurred or to be incurred by such Party in connection with this Agreement and the consummation of the Transactions.

10.2 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Sellers without the prior written consent of Buyer, or by Buyer without the prior written consent of Sellers; provided, however, that Buyer may assign any or all of its rights and/or liabilities hereunder (or any document delivered by Buyer pursuant hereto) to one or more Affiliates of Buyer, or to any party which has received a contribution of the outstanding balance

under the Prepetition First Lien Financing Agreement equal to the Credit Bid Amount, in the aggregate, which assignment shall not relieve Buyer of its obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.3 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the Sellers and Buyer, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement except as expressly set forth herein. Without limiting the foregoing, no direct or indirect holder of any equity interests or securities of either the Sellers or Buyer (whether such holder is a limited or general partner, member, stockholder or otherwise), nor any Affiliate of either the Sellers or Buyer, nor any Representative, or controlling Person of each of the Parties and their respective Affiliates, shall have any liability or obligation arising under this Agreement or the Transactions.

10.4 Matters Related to the Administrative Agent.

(a) Each of the Parties acknowledges and agrees that none of the Sellers' title to, control of or possession of any of the Purchased Assets, or any of the Sellers' obligations in respect of any of the Assumed Liabilities, shall be transferred to or assumed by the Administrative Agent. Each Seller and Buyer, on behalf of itself and its respective Affiliates, acknowledges and agrees that neither the Administrative Agent nor any of its Affiliates (other than Buyer) shall have any Liability in the event of any breach by Buyer or any Seller of any of its representations, warranties, covenants, obligations or other agreements under this Agreement, including its obligations to consummate the Transactions in accordance with the terms of any document contemplated by this Agreement, other than as a result of or arising out of the Administrative Agent's intentional fraud or willful misconduct. Each Seller and Buyer, on behalf of itself and its respective Affiliates, further acknowledges and agrees that neither the Administrative Agent nor any of its Affiliates (other than Buyer) shall in any way be deemed to be attributed or otherwise responsible for any of the representations, warranties, covenants, obligations or other agreements of Buyer or the Sellers under any document contemplated by this Agreement, including any obligation of Buyer or the Sellers hereunder to make payments of any kind, provide written approvals or make deliveries. Each Seller and Buyer, on behalf of itself and its respective Affiliates, further acknowledges and agrees that neither the Administrative Agent nor any of its Affiliates shall have any Liability or other obligation in respect of any action taken or not taken by the Administrative Agent in connection with any document contemplated by this Agreement, other than as a result of or arising out of the Administrative Agent's intentional fraud or willful misconduct. Each Seller and Buyer, on behalf of itself and its respective Affiliates, further acknowledges and agrees that Buyer, and not the Administrative Agent, has negotiated the terms of the purchase set forth herein, including the assets being purchased, the Liabilities being assumed, the Purchase Price and all the terms of this Agreement relating to the purchase by Buyer, and the Administrative Agent shall bear no responsibility and incur no Liability whatsoever to any Person solely by virtue of being a Party.

10.5 Risk of Loss. The Sellers will bear all risk of loss occurring to or upon any portion of the Purchased Assets prior to the Closing Date. In the event that any material portion of any Purchased Assets is damaged or destroyed prior to Closing Date, then, with respect to such

Purchased Assets, Buyer may, at Buyer's option, either (i) proceed to close notwithstanding the damage or destruction of such Purchased Assets or (ii) exclude such Purchased Assets, in which event Buyer shall have no obligation to close if as a consequence of the exclusion of such Purchased Assets any condition to Closing in Section 8.1 would not be satisfied. If Buyer closes notwithstanding an unrepaired or unrestored loss to a Purchased Asset, the Sellers will deliver and/or assign to Buyer any insurance proceeds with respect to such damage or destruction, and all claims against third parties relating thereto, and the adjustment to the Purchase Price shall be limited to the amount of any deductible or self-insured retention under the applicable policies of insurance.

10.6 Notices. All notices, demands, requests, waivers, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or that are given with respect to this Agreement shall be in writing and shall be personally served, delivered by a nationally recognized overnight delivery service with charges prepaid, or transmitted by hand delivery or electronic mail, addressed as set forth below, or to such other address as such Party shall have specified most recently by written Notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by electronic mail with confirmation of receipt (excluding "out of office" or similar automated replies); provided, however, that, if delivered or transmitted on a day other than a Business Day (or if transmitted by email after 5:00 pm Eastern Time), notice shall be deemed given on the next Business Day. Notice otherwise sent as provided herein shall be deemed given on the next Business Day following timely deposit of such Notice with an overnight delivery service:

If to the Sellers: PGX Holdings, Inc.  
257 East 200 South, Suite 1200  
Salt Lake City, UT 84111  
Attention: Chief Executive Officer  
Email: cwallace@progrexion.com

With a copy to: Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, IL 60654  
Attention: Steve Toth  
Dan Daines  
Spencer A. Winters  
Whitney C. Fogelberg  
Email: steve.toth@kirkland.com  
daniel.daines@kirkland.com  
spencer.winters@kirkland.com  
whitney.fogelberg@kirkland.com

If to Buyer or  
Administrative Agent: Blue Torch Finance LLC  
c/o Blue Torch Capital LP  
150 East 58<sup>th</sup> Street, 18<sup>th</sup> Floor



New York, NY 10155

Attention: [●]

Email: [●]

With a copy to:

King & Spalding LLP

1185 Avenue of the Americas, 34<sup>th</sup> Floor

New York, NY 10036

Attention: Roger Schwartz

Timothy M. Fesenmyer

Email: rschwartz@kslaw.com

tfesenmyer@kslaw.com

Rejection of or refusal to accept any Notice, or the inability to deliver any Notice because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

10.7 Entire Agreement; Amendments and Waivers. This Agreement and all agreements entered into pursuant hereto and thereto and all certificates and instruments delivered pursuant hereto and thereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties; provided that nothing herein shall modify or alter the terms, rights or obligations of the Administrative Agent, the Lenders or Sellers under the Loan Documents or the DIP Documents prior to Closing. This Agreement may be amended, supplemented or modified, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by Buyer and Sellers, or in the case of a waiver, by the Party waiving compliance. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), and no such waiver shall constitute a continuing waiver unless otherwise expressly provided. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts to this Agreement may be delivered via electronic delivery, “pdf” or facsimile. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

10.9 Invalidity. If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith to modify this Agreement, to ensure that this Agreement shall reflect as closely as practicable the intent of the Parties on the date hereof. If the final judgment of a court of competent jurisdiction or other Governmental Entity declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid,

illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

10.10 Governing Law. This Agreement, and any Proceeding that may be based upon, arise out of or relate or be incidental to the Transactions, this Agreement, the negotiation, execution, performance or consummation of the foregoing or the inducement of any Party to enter into the foregoing, whether for breach of Contract, tortious conduct or otherwise, and whether now existing or hereafter arising (each, a “Transaction Dispute”), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied, except to the extent that such Laws are superseded by the Bankruptcy Code.

10.11 Dispute Resolution; Consent to Jurisdiction.

(a) Without limiting any Party’s right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Transaction Dispute, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.6; provided, however, upon the closing of the Cases (except for any matter(s) with respect to the Sellers and/or the Cases in which the Bankruptcy Court retains jurisdiction with respect to such matter with respect to Sellers and/or the Cases), or if the Bankruptcy Court is unwilling or unable to hear such Transaction Dispute, then, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the District of Delaware sitting in New Castle County or the courts of the State of Delaware sitting in New Castle County and any appellate court from any thereof, for the resolution of any such Transaction Dispute. In that context, and without limiting the generality of the foregoing, each Party irrevocably and unconditionally: (i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Transaction Dispute and for recognition and enforcement of any judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts; (ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute; and (iii) agrees that Notice demand in accordance with Section 10.6, will be effective service of process; provided, however, that nothing herein will be deemed to prevent a Party from making service of process by any means authorized by the Laws of the State of Delaware.

(b) The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

10.12 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING IN CONNECTION WITH A TRANSACTION DISPUTE.

10.13 Specific Performance. Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event that a Party does not perform its obligations under this Agreement in accordance with its specific terms or otherwise breaches this Agreement, so that, in addition to any other remedy that Buyer or the Sellers may have under law or equity, each Party shall be entitled to injunctive relief to prevent any breaches of the provisions of this Agreement by the other Parties and to enforce specifically this Agreement and the terms and provisions hereof.

10.14 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature under or by reason of this Agreement, except as expressly provided herein, including Section 10.17.

10.15 Counting. If the due date for any action to be taken under this Agreement (including the delivery of Notices) is not a Business Day, then such action shall be considered timely taken if performed on or prior to the next Business Day following such due date.

10.16 Survival. Except as expressly set forth in this Agreement to the contrary, all representations and warranties and covenants of Buyer and the Sellers, respectively, contained in this Agreement or in any document delivered pursuant hereto shall not survive the Closing Date and thereafter shall be of no further force and effect. Notwithstanding the foregoing, all covenants and agreements set forth in this Agreement, which by their terms would require performance after the Closing Date, shall survive until fully performed or until such covenant or agreement expires by its terms.

10.17 Non-Recourse. All claims, Liabilities, Proceedings, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to a Transaction Dispute, may be made only against (and are expressly limited to) the entities that are expressly identified as parties hereto in the preamble to this Agreement or, if applicable, their permitted assignees (collectively, the "Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any Contracting Party (other than the Persons listed on Schedule 10.17), or any director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing (collectively, the "Non-Recourse Persons"), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, Liabilities, or causes of action, arising under, out of, in connection with, or related in any manner to a Transaction Dispute; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such claims, Liabilities, and causes of action, against any such Non-Recourse Persons.

10.18 Preparation of this Agreement. Buyer and the Sellers hereby acknowledge that (a) Buyer and the Sellers jointly and equally participated in the drafting of this Agreement and all other agreements contemplated hereby, (b) Buyer and the Sellers have been adequately represented and advised by legal counsel with respect to this Agreement and the Transactions, and (c) no presumption shall be made that any provision of this Agreement shall be construed against either Party by reason of such role in the drafting of this Agreement and any other agreement contemplated hereby.

10.19 Schedules. The Sellers' Disclosure 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 Sellers' Disclosure Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Sellers' Disclosure Schedules, and any disclosure in the such Seller's Disclosure Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. Capitalized terms used in the Sellers' Disclosure 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 Sellers' Disclosure Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business, 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 Sellers' Disclosure Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Sellers' Disclosure Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business. In addition, matters reflected in the Sellers' Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Sellers' Disclosure 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 Sellers' Disclosure 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 Sellers' Disclosure Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Sellers' Disclosure 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.

10.20 Fiduciary Obligation. Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require any Seller or any of their respective managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, that the board of directors or managers (or other governing body) of such Seller has determined, in good faith after consultation with legal counsel and independent financial advisors, would be a violation of such Person's fiduciary obligations or applicable Law. For the avoidance of doubt, Sellers retain the right to pursue any transaction or restructuring strategy that, in Sellers' business judgment, will maximize the value of their estates.

10.21 Sellers' Representative. Each Seller hereby irrevocably constitutes and appoints Parent (the "Sellers' Representative") as the true and lawful agent and attorney-in-fact of such Seller with full powers of substitution to act in the name, place and stead of such Seller with respect to the performance on behalf of such Seller under the terms and provisions of this Agreement and to do or refrain from doing all such further acts and things, and to execute all such documents, as the Sellers' Representative will deem necessary or appropriate in connection with any transaction contemplated hereunder, including the power to make all decisions, consents and determinations

and take all actions on behalf of such Seller, 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. The appointment of the Sellers' Representative will be deemed coupled with an interest and will be irrevocable, and any Person may conclusively and absolutely rely, without inquiry, upon any action of the Sellers' Representative as the act of any Seller in all matters referred to herein.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Sellers, Buyer and the Administrative Agent as of the date first above written.

**SELLERS:**

**PGX Holdings, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Progrexion Holdings, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Credit.com, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**eFolks Holdings, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Creditrepair.com Holdings, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Progrexion ASG, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Progrexion IP, Inc.**

By: \_\_\_\_\_

Name:

Title:

**Progrexion Marketing, Inc.**

By: \_\_\_\_\_

Name:

Title:

**Progrexion Teleservices, Inc.**

By: \_\_\_\_\_

Name:

Title:

**eFolks, LLC**

By: \_\_\_\_\_

Name:

Title:

**Creditrepair.com, Inc.**

By: \_\_\_\_\_

Name:

Title:

**CreditRepair UK, Inc.**

By: \_\_\_\_\_

Name:

Title:

**BUYER:**

**[Lender AcquisitionCo, LLC]**

By: \_\_\_\_\_  
Name:  
Title:



**ADMINISTRATIVE AGENT:**

**Blue Torch Finance LLC**, solely for purposes of Section 3.2, Section 10.4, and Sections 10.7 to 10.21

By: \_\_\_\_\_

Name:

Title:

DISCLOSURE SCHEDULES

relating to the

ASSET PURCHASE AGREEMENT

dated as of [•], 2023

by and among

[LENDER ACQUISITIONCO LLC],

as Buyer,

THE SELLERS PARTY THERETO,

and

solely for the purposes stated expressly therein,

BLUE TORCH FINANCE LLC,

As Administrative Agent

---

*This document is not intended to create nor will it be deemed to create a legally binding or enforceable offer or agreement of any type or nature, unless and until agreed and executed by the parties.*

**DISCLOSURE SCHEDULES**  
**To Asset Purchase Agreement, dated as of [\_\_\_\_\_] , 2023**

These are the Seller Disclosure Schedules (the “Disclosure Schedules”) to that certain Asset Purchase Agreement (the “Agreement”), entered into as of [●], 2023, among (i) [Lender AcquisitionCo LLC], a [Delaware limited liability company] (“Buyer”), (ii) PGX Holdings, Inc., a Delaware corporation (“Parent”), Progrexion Holdings, Inc., a Delaware corporation (“Progrexion”), Credit.com, Inc., a Delaware corporation (“Credit.com”), eFolks Holdings, Inc., a Delaware corporation (“eFolks Holdco”), Creditrepair.com Holdings, Inc., a Delaware corporation (“Creditrepair.com Holdco”), Progrexion ASG, Inc., a Delaware corporation (“Progrexion ASG”), Progrexion IP, Inc., a Delaware corporation (“Progrexion IP”), Progrexion Marketing, Inc., a Delaware corporation (“Progrexion Marketing”), Progrexion Teleservices, Inc., a Delaware corporation (“Progrexion Teleservices”), eFolks, LLC, a Delaware limited liability company (“eFolks”), Creditrepair.com, Inc., a Florida corporation (“Creditrepair.com”), Credit Repair UK, Inc., a Delaware corporation (“Credit Repair UK”) (each a “Seller”, and collectively, the “Sellers”), and (iii) Blue Torch Finance LLC, a Delaware limited liability company, solely in its capacity as administrative agent for the lenders under the Prepetition First Lien Financing Agreement and signing solely with respect to Section 3.2, Section 10.4, and Sections 10.7 to 10.21 of the Agreement (the “Administrative Agent”). The Administrative Agent, Buyer and Sellers are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used in these Disclosure Schedules and not otherwise defined herein have the meanings given to them in the Agreement.

These Disclosure Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of the Agreement; provided, however, each section of these Disclosure Schedules will be deemed to incorporate by reference all information disclosed in any other section of these Disclosure Schedules, and any disclosure in the Disclosure Schedules will be deemed a disclosure against any representation or warranty set forth in the Agreement, in each case to the extent the relevance of such information or disclosure to such section or representation or warranty, as applicable, is reasonably apparent on the face of such information or disclosure. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in the Agreement, these Disclosure Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in the Agreement, these Disclosure Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in the Agreement, these Disclosure Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business. In addition, matters reflected in these Disclosure Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Disclosure 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 these Disclosure 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 a summary only and 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 the Agreement. The information contained in the Agreement, in these Disclosure Schedules and exhibits thereto is disclosed solely for purposes of the 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.

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**Schedule 2.1(j) - Permits**

**Credit Services Organization (or State Equivalent) Licenses**

1. Louisiana
2. Nebraska
3. Missouri
4. Texas
5. Idaho
6. Nevada
7. California
8. Utah
9. Oklahoma
10. South Carolina
11. Iowa
12. Illinois
13. Oregon
14. Maine
15. Minnesota
16. Ohio
17. Pennsylvania
18. Tennessee
19. Virginia
20. Washington
21. Wisconsin
22. West Virginia

23. Washington DC

**Business Licenses**

1. Utah
2. West Valley City, Utah
3. Salt Lake City, Utah
4. Idaho
5. Rexburg, Idaho

**Telemarketing Licenses**

1. Missouri
2. Texas – The licenses in the names of Progrexion Teleservices, Inc. and eFolks, LLC are active with termination requests submitted to licensing authority and awaiting confirmation of acceptance
3. Nevada – The license in the name of eFolks, LLC is inactive.
4. Idaho
5. North Carolina – The licenses in the names of eFolks, LLC, CreditRepair.com, and Progrexion Teleservices, Inc. are inactive.
6. Louisiana
7. Nebraska
8. Utah – The licenses in the names of eFolks, LLC, Progrexion ASG, Inc. and Progrexion Teleservices, Inc are inactive (telemarketing bonds have one-year tail)
9. Delaware – The license in the name of Progrexion Teleservices, Inc is inactive (telemarketing bonds have a three-year tail)
10. New Jersey – The licenses in the names of CreditRepair.com and Progrexion Teleservices, Inc. are inactive and closed.
11. Oklahoma – The license in the name of eFolks, LLC is inactive; the licenses in the names of Progrexion Teleservices, Inc. are active with termination requests submitted to licensing authority and awaiting confirmation of acceptance
12. Ohio – Telemarketing bonds have a two-year tail

13. West Virginia – The license in the name of eFolks, LLC is inactive (three-year tail); the licenses in the names of Progexion Teleservices, Inc. and CreditRepair.com are active with termination requests submitted to licensing authority and awaiting confirmation of acceptance



**Schedule 2.2(i) - Excluded Assets**

None.

**Schedule 2.3(d) - Administrative Expenses**

None.

**Schedule 2.3(g) - Key Employee Agreements**

1. Employment Agreement, dated December 18, 2017, by and between Progrexion ASG, Inc. and John Itokazu.
  - a. Separation and General Release Agreement, dated February 1, 2023, by and between Progrexion ASG, Inc. and John Itokazu, which is effective December 31, 2023, unless modified to June 30, 2023 or September 30, 2023, upon mutual agreement by the parties.
2. Amended and Restated Employment Agreement, dated September 1, 2016, by and between Progrexion ASG, Inc. and Mike DeVico.
3. Employment Agreement, dated April 15, 2022, by and between Progrexion ASG, Inc. and Randy Padawer.
4. Employment Agreement, dated October 30, 2017, by and between Progrexion ASG, Inc. and Judy Morris.
5. Employment Agreement, dated July 30, 2020, by and between Progrexion ASG, Inc. and Chad Wallace.

**Schedule 2.3(j) - Assumed Benefit Plans**

1. Group Application Medical Plan, dated 2022, with Selecthealth and Progrexion Holdings Inc.
2. Administrative Services Agreement, dated January 1, 2015, by and between OptumHealth Financial Services, Inc. and Progrexion, as amended.
  - i. FSA (Optum Bank, Inc.)
  - ii. HSA (Optum Bank, Inc.)
3. Vision Plan, dated September 7, 2022, with EyeMed Vision Care LLC.
4. Dental Plan (Delta Dental)
5. COBRA benefits (Administered by Optum Bank, Inc.)
6. Basic Life Insurance (Life Insurance Company of North America)
7. Accidental Death and Dismemberment Insurance Coverage (Life Insurance Company of North America)
8. Supplemental Life Insurance (Life Insurance Company of North America)
9. Disability Benefits (Life Insurance Company of North America)
10. Workers' Compensation Program
11. 401(k) Plan (Fidelity Investment Company)
12. Roth 401(k) Plan (Fidelity Investment Company)
13. Employee Assistance Program (SelectHealth)
14. PTO Policy for Eligible Employees
15. Paid/Unpaid Leave
16. Health and wellness programs
17. Access to credit-repair services
18. Time off to volunteer with community partners
19. Paid sabbatical at 5, 10, 15, or 20 year anniversary
20. Retirement Plan Consulting (Morgan Stanley)
21. Benefit Advocate Center (Gallager)

**Schedule 2.3(k) – Tax Liabilities**

Sales & Use Tax	\$92,259
Property Tax	\$14,894
Income Tax	\$62,971
<b>Total</b>	<b>\$170,123</b>

Payment Type	Bank Account for payments	Timing of Pmts	GL Account #
<b>Progrexion</b>			
<b>Tax Payment Estimates</b>			
<b>Sales &amp; Use Tax</b>			
Progrexion Sales tax filings:			
CRCOM Avalara sales tax- withdrawn from		Avalara pulls funds btwn 11th-14th	
CRDT Avalara sales tax- withdrawn from ba		Avalara pulls funds btwn 11th-14th	
Progrexion Use tax filings:			
Utah		Paid the 30th-31st	68101-05-300-920-000-00-0000 Taxes and Licenses-SLC257--Accting---
Idaho		Paid the 20th	
Arizona		Paid the 20th	
Ohio CAT Tax		Due 10th of month	
Oklahoma		Paid the 20th	
Washington B&O tax (included with sales t		Paid 11th-14th with CRDT Avalara	
New Mexico		sales tax funds	
<b>Property Tax</b>			
Arizona		Due end of month	
California		Due end of month	
Idaho		Due the 15th	
Oklahoma		Due end of month	
Nevada			
Utah- SLC county		Due end of month	
Utah- Davis county	N/A	N/A	
Utah- Utah County		Personal prop- Due the 15th Real prop- Due the end of month	
<b>Income Taxes</b>			
Federal		Due 15th of month	
States		Due 15th of month	
Delaware Franchise Tax		Qtrly pmts are due end of month and paid via PGX CRDT ELLC; annual filings paid by CT are invoiced to ASG	68001-05-300-930-000-00-0000 Business License-SLC257--Legal---
San Francisco - Annual Business Tax Filing		Due end of month	68001-05-300-920-000-00-0000 Business License-SLC257--Accting---
<b>Business Legal Registrations (business licenses, telemarketer licenses, SOS fees, etc.)</b>			
Business Licenses- CT Renewed			68001-05-300-930-000-00-0000 Business License-SLC257--Legal---
Business Licenses- Progrexion Renewed			68001-05-300-930-000-00-0000 Business License-SLC257--Legal---
<b>Service Providers</b>			
CBIZ			
Wallace Tax Services			
Azets (UK Accounting Service Provider)			
Tanner LLC (UK International Consulting)			
CCH Tax Research Engine			
Avalara			
Greenshades (1099's)			
Site Selection Group (OK Incentive work)			
<b>Total Progrexion Estimated Cash Payments</b>			
<b>All CT is paid through ASG entity</b>			

Progrexion														=estimate		=estimate									
Tax Payment Estimates														=actual		=actual									
2020																									
Actual														Actual		Actual									
2020																									
January														February				March				April			
Payment Type	12/29/19 - 1/4/20	1/5/20 - 1/11/20	1/12/20 - 1/18/20	1/19/20 - 1/25/20	1/26/20 - 2/1/20	2/2/20 - 2/8/20	2/9/20 - 2/15/20	2/16/20 - 2/22/20	2/23/20 - 2/29/20	3/1/20 - 3/7/20	3/8/20 - 3/14/20	3/15/20 - 3/21/20	3/22/20 - 3/28/20	3/29/20 - 4/4/20	4/5/20 - 4/11/20	4/12/20 - 4/18/20	4/19/20 - 4/25/20								
<b>Progrexion Sales &amp; Use Tax</b>																									
<b>Progrexion Sales tax filings:</b> cash is collected for sales tax then paid out to taxing jurisdictions																									
CRCOM Avalara sales tax- withdrawn from																									
CRDT Avalara sales tax- withdrawn from ba																									
<b>Progrexion Use tax filings:</b> cash is paid based on purchases made by the company that are subject to use taxes in the taxing jurisdictions																									
Utah					3,179																				
Idaho				98																					
Arizona				3													343								
Ohio CAT Tax						2,103																			
Oklahoma				4			7					2					3								
Washington B&O tax (included with sales tax)				236													355								
New Mexico																									
<b>Property Tax</b>																									
Arizona																									
California																									
Idaho																									
Oklahoma																									
Nevada																									
Utah- SLC county														137,815											
Utah- Davis county																									
Utah- Utah County																									
<b>Income Taxes</b>																									
<b>Federal</b>																									
<b>States</b>																									
Delaware Franchise Tax																									
San Francisco - Annual Business Tax Filing									9,693																
<b>Business Legal Registrations (business licenses)</b>																									
Business Licenses- CT Renewed	411					316					27,927	1,173		796	397										
Business Licenses- Progrexion Renewed																									
<b>Service Providers</b>																									
CBIZ																									
Wallace Tax Services						1,470				245							9,900								
Azets (UK Accounting Service Provider)																									
Tanner LLC (UK International Consulting)						1,025																			
CCH Tax Research Engine																	2,786								
Avalara																									
Greenshades (1099's)																									
Site Selection Group (OK Incentive work)					22,306																				
<b>Total Progrexion Estimated Cash Payments</b>	411	-	-	341	25,484	4,914	-	7	9,693	245	27,927	138,989	-	796	397	-	13,388								
All CT is paid through ASG entity																									

Progrexion						Income Tax Pay/Refund- when IRS opt	6/15/2020	7/15/2020	9/15/2020	12/15/2020	Total Est Taxes
<b>Tax Payment Estimates</b>						Federal	(3 765 000)	-	3 176 000	3 295 000	6 471 000
						States	325	-	120 700	487 310	608 010
						Total	(3 764 675)	-	3 296 700	3 782 310	7 079 010
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	May					June			July		
Payment Type	4/26/20 - 5/7/20	5/3/20 - 5/9/20	5/10/20 - 5/16/20	5/17/20 - 5/23/20	5/24/20 - 5/30/20	5/31/20 - 6/6/20	6/7/20 - 6/13/20	6/14/20 - 6/20/20	6/21/20 - 6/27/20	6/28/20 - 7/4/20	7/5/20 - 7/11/20
<b>Progrexion</b>											
<b>Sales &amp; Use Tax</b>											
<b>Progrexion Sales tax filings:</b>											
CRCOM Avalara sales tax- withdrawn from t											
CRDT Avalara sales tax- withdrawn from ba											
<b>Progrexion Use tax filings:</b>											
Utah	3,704										
Idaho											
Arizona											
Ohio CAT Tax		2,100									
Oklahoma											
Washington B&O tax (included with sales t											
New Mexico											
<b>Property Tax</b>											
Arizona											
California											
Idaho											
Oklahoma											
Nevada											
Utah- SLC county											
Utah- Davis county			9,000								
Utah- Utah County											
<b>Income Taxes</b>											
Federal											
States											
Delaware Franchise Tax			50,400							6,400	
San Francisco - Annual Business Tax Filing											
<b>Business Legal Registrations (business licen</b>											
Business Licenses- CT Renewed	650						634	3,432	1,229	20,243	
Business Licenses- Progrexion Renewed											
<b>Service Providers</b>											
CBIZ											
Wallace Tax Services		1,838				5,000					
Azets (UK Accounting Service Provider)											
Tanner LLC (UK International Consulting)											
CCH Tax Research Engine											
Avalara	130,000								7,500		
Greenshades (1099's)											
Site Selection Group (OK Incentive work)											
<b>Total Progrexion Estimated Cash Payments</b>	134,354	3,938	59,400	-	-	5,000	634	3,432	8,729	26,643	-
All CT is paid through ASG entity											



Progrexion		2020											
Tax Payment Estimates		August						September			October		
		7/12/20 - 7/18/20	7/19/20 - 7/25/20	7/26/20 - 8/1/20	8/2/20 - 8/8/20	8/9/20 - 8/15/20	8/16/20 - 8/22/20	8/23/20 - 8/29/20	8/30/20 - 9/5/20	9/6/20 - 9/12/20	9/13/20 - 9/19/20	9/20/20 - 9/26/20	9/27/20 - 10/3/20
<b>Payment Type</b>													
<b>Progrexion</b>													
<b>Sales &amp; Use Tax</b>													
<b>Progrexion Sales tax filings:</b>													
CRCOM Avalara sales tax- withdrawn from													
CRDT Avalara sales tax- withdrawn from ba													
<b>Progrexion Use tax filings:</b>													
Utah				6,796									
Idaho													
Arizona			30										
Ohio CAT Tax						2,507							
Oklahoma			7										
Washington B&O tax (included with sales tax)			785										
New Mexico													
<b>Property Tax</b>													
Arizona													
California		4,500	700										
Idaho													
Oklahoma													
Nevada													
Utah- SLC county													
Utah- Davis county													
Utah- Utah County			3,300										
<b>Income Taxes</b>													
Federal								Refund request (3,765,000)					Q3 est pmts 3,176,000
States													120,700
Delaware Franchise Tax								25,200					
San Francisco - Annual Business Tax Filing				10,506									
<b>Business Legal Registrations (business licenses)</b>													
Business Licenses- CT Renewed			372		2,414	2,377		442					1,443
Business Licenses- Progrexion Renewed													
<b>Service Providers</b>													
CBIZ													
Wallace Tax Services								1,348					
Azets (UK Accounting Service Provider)													
Tanner LLC (UK International Consulting)													
CCH Tax Research Engine													
Avalara													
Greenshades (1099's)													
Site Selection Group (OK Incentive work)								6,104					
<b>Total Progrexion Estimated Cash Payments</b>		4,500	5,195	17,302	2,414	2,377	2,507	(3,739,358)	7,451	-	3,296,700	-	1,443
All CT is paid through ASG entity													

Progrexion										=estimate
Tax Payment Estimates										=actual
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	November					December				
Payment Type	10/4/20 - 10/10/20	10/11/20 - 10/17/20	10/18/20 - 10/24/20	10/25/20 - 10/31/20	11/1/20 - 11/7/20	11/8/20 - 11/14/20	11/15/20 - 11/21/20	11/22/20 - 11/28/20	11/29/20 - 12/5/20	12/6/20 - 12/12/20
<b>Progrexion Sales &amp; Use Tax</b>										
<b>Progrexion Sales tax filings:</b>										
CRCOM Avalara sales tax- withdrawn from										
CRDT Avalara sales tax- withdrawn from ba										
<b>Progrexion Use tax filings:</b>										
Utah				5,055						
Idaho										
Arizona			59							
Ohio CAT Tax					3,629					
Oklahoma			88							
Washington B&O tax (included with sales tax)		970								
New Mexico										
<b>Property Tax</b>										
Arizona				3,960						
California										
Idaho								5,694		
Oklahoma									14,648	
Nevada										
Utah- SLC county										
Utah- Davis county										
Utah- Utah County								23,552		
<b>Income Taxes Tax Return Filing Payments</b>										
Federal					4,082					
States	325									
Delaware Franchise Tax					25,200					
San Francisco - Annual Business Tax Filing				10,506						
<b>Business Legal Registrations (business licenses)</b>										
Business Licenses- CT Renewed				92	257				780	
Business Licenses- Progrexion Renewed										
<b>Service Providers</b>										
CBIZ					73,000					
Wallace Tax Services					1,470					
Azets (UK Accounting Service Provider)										
Tanner LLC (UK International Consulting)										
CCH Tax Research Engine										
Avalara										
Greenshades (1099's)										
Site Selection Group (OK Incentive work)				5,093						
<b>Total Progrexion Estimated Cash Payments</b>	325	970	146	24,706	107,637	-	-	29,246	780	14,648
2020										
Estimates on property taxes -										
AZ - Maricopa County										
CA - San Francisco County										
ID - Bonneville County										
ID - Madison County										
OK - Oklahoma County										
NV - Clark County										
UT - Davis County										
UT - Salt Lake County										
UT - Utah County										
UT - Utah County										
Total Accrual goal for 2020										
All CT is paid through ASG entity										

Progrexion					=estimate				
Tax Payment Estimates					=actual				
Actual					Actual	Actual	Actual	Actual	Actual
					2021				
					January				
		12/13/20 - 12/19/20	12/20/20 - 12/26/20	12/27/20 - 1/2/21	2020 Total in category	12/27/20 - 1/2/21	1/3/21 - 1/9/21	1/10/21 - 1/16/21	1/17/21 - 1/23/21
Payment Type									
<b>Progrexion</b>									
<b>Sales &amp; Use Tax</b>					32,064				
Progrexion Sales tax filings:						cash is collected for sales tax then paid out to t			
CRCOM Avalara sales tax- withdrawn from t					-			24,863	
CRDT Avalara sales tax- withdrawn from ba					-			20,645	
Progrexion Use tax filings:						cash is paid based on purchases made by the co			
Utah					18,734				
Idaho					98				313
Arizona					436				316
Ohio CAT Tax					10,339				
Oklahoma					112				365
Washington B&O tax (included with sales ta					2,346			623	
New Mexico					-				
<b>Property Tax</b>					203,170				
Arizona					3,960				
California					5,200				
Idaho					5,694				
Oklahoma					14,648				
Nevada					-				No prop tax payments in NV going forward
Utah- SLC county					137,815				
Utah- Davis county					9,000				
Utah- Utah County					26,852				
<b>Income Taxes</b>					3,456,322				
Federal			3,295,000		2,710,082				
States			487,310		608,335				
Delaware Franchise Tax					107,200				
San Francisco - Annual Business Tax Filing					30,705				
<b>Business Legal Registrations (business licen</b>					71,945				
Business Licenses- CT Renewed			772	5,787	71,945				549
Business Licenses- Progrexion Renewed					-				
					-				
					-				
<b>Service Providers</b>					276,584				
CBIZ					73,000				
Wallace Tax Services					21,270				
Azets (UK Accounting Service Provider)					-				
Tanner LLC (UK International Consulting)					1,025				
CCH Tax Research Engine					2,786				
Avalara			7,500		145,000				
Greenshades (1099's)					-				
Site Selection Group (OK Incentive work)					-				
<b>Total Progrexion Estimated Cash Payments</b>		3,782,310	8,272	5,787	4,040,084			46,130	1,542
Based on prior year bills and future expectations					Progrexion				
					3,960				
					722				
					762				
					4,932				
					14,648				
					6,000				
					3,000				
					120,000				
					18,000	Real Property			
					5,000				
					177,025				
All CT is paid through ASG entity									

Progrexion Tax Payment Estimates													
Payment Type	2021				2021				2021				
	February				March				April				
	1/24/21 - 1/30/21	1/31/21 - 2/6/21	2/7/21 - 2/13/21	2/14/21 - 2/20/21	2/21/21 - 2/27/21	2/28/21 - 3/6/21	3/7/21 - 3/13/21	3/14/21 - 3/20/21	3/21/21 - 3/27/21	3/28/21 - 4/3/21	4/4/21 - 4/10/21	4/11/21 - 4/17/21	4/18/21 - 4/24/21
<b>Progrexion Sales &amp; Use Tax</b>													
Progrexion Sales tax filings: <i>including jurisdictions</i>													
CRCOM Avalara sales tax- withdrawn from			18,242				18,845				25,489		
CRDT Avalara sales tax- withdrawn from ba			13,345				9,599				23,600		
Progrexion Use tax filings: <i>company that are subject to use taxes in the taxing jurisdictions</i>													
Utah	7,475												
Idaho													
Arizona				52									164
Ohio CAT Tax		2,928											
Oklahoma				115			115						142
Washington B&O tax (included with sales tax)											585		
New Mexico													
<b>Property Tax</b>													
Arizona													
California													
Idaho													
Oklahoma													
Nevada													
Utah- SLIC county										127,240			
Utah- Davis county													
Utah- Utah County													
<b>Income Taxes</b>													
Federal									Q1 est pmts (some states)	2020 Ext pm	Q1 est pmts (most states)		
											815,000		
States		519					27,900			3,485	32,100		
Delaware Franchise Tax													
San Francisco - Annual Business Tax Filing													
<b>Business Legal Registrations (business licenses)</b>													
Business Licenses- CT Renewed	773				975				913	8,417			1,817
Business Licenses- Progrexion Renewed													
<b>Service Providers</b>													
CBIZ													
Wallace Tax Services		724											
Azets (UK Accounting Service Provider)													
Tanner LLC (UK International Consulting)													
CCH Tax Research Engine													
Avalara													
Greenshades (1099's)		2,145											
Site Selection Group (OK Incentive work)			5,369										
<b>Total Progrexion Estimated Cash Payments</b>	8,248	6,315	36,955	167	975	-	-	56,460	913	135,657	3,485	896,775	2,122
All CT is paid through ASG entity													

Progrexion						Income Tax Pay/Pmts made w/ tax rtn	4/15/2021	6/15/2021	9/15/2021	12/15/2021	Total Est Taxes	
<b>Tax Payment Estimates</b>						Federal	-	815,000	3,500,000	2,000,000	3,183,000	9,498,000
						States	-	60,000	700,000	296,200	710,000	1,766,200
						Total	-	875,000	4,200,000	2,296,200	3,893,000	11,264,200
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
	2021					2021						
	May					June					July	
Payment Type	4/25/21 - 5/1/21	5/7/21 - 5/8/21	5/8/21 - 5/15/21	5/16/21 - 5/22/21	5/23/21 - 5/29/21	5/30/21 - 6/5/21	6/6/21 - 6/12/21	6/13/21 - 6/19/21	6/20/21 - 6/26/21	6/27/21 - 7/3/21	7/4/21 - 7/10/21	
<b>Progrexion Sales &amp; Use Tax</b>												
<b>Progrexion Sales tax filings:</b>												
CRCOM Avalara sales tax- withdrawn from t			19,074					19,500				
CRDT Avalara sales tax- withdrawn from ba			15,857					16,192				
<b>Progrexion Use tax filings:</b>												
Utah	4,910											
Idaho												
Arizona												
Ohio CAT Tax			3,343									
Oklahoma				152								
Washington B&O tax (included with sales t												
New Mexico												
<b>Property Tax</b>												
Arizona												
California												
Idaho												
Oklahoma												
Nevada												
Utah- SLC county												
Utah- Davis county			1,602									
Utah- Utah County												
<b>Income Taxes</b>												
Federal								Q2 est pmts 3,500,000				
States								700,000				
Delaware Franchise Tax					45,329							
San Francisco - Annual Business Tax Filing	20,346	11,823										
<b>Business Legal Registrations (business licen</b>												
Business Licenses- CT Renewed	981		112		7,648					4,624		
Business Licenses- Progrexion Renewed												
<b>Service Providers</b>												
CBIZ												
Wallace Tax Services	510							5,895		255		
Azets (UK Accounting Service Provider)	832											
Tanner LLC (UK International Consulting)												
CCH Tax Research Engine	3,031											
Avalara	170,000								7,500			
Greenshades (1099's)												
Site Selection Group (OK Incentive work)						5,125						
<b>Total Progrexion Estimated Cash Payments</b>	200,610	11,823	39,989	152	52,976	5,125	-	4,241,587	7,500	4,879	-	
All CT is paid through ASG entity												

Progrexion Tax Payment Estimates												
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2021							2021			2021	
	August							September			October	
Payment Type	7/1/21 - 7/17/21	7/18/21 - 7/24/21	7/25/21 - 7/31/21	8/1/21 - 8/7/21	8/8/21 - 8/14/21	8/15/21 - 8/21/21	8/22/21 - 8/28/21	8/29/21 - 9/4/21	9/5/21 - 9/11/21	9/12/21 - 9/18/21	9/19/21 - 9/25/21	9/26/21 - 10/2/21
<b>Progrexion Sales &amp; Use Tax</b>												
<b>Progrexion Sales tax filings:</b>												
CRCOM Avalara sales tax- withdrawn from	24,019				18,912					19,044		
CRDT Avalara sales tax- withdrawn from ba	23,596				14,518					15,736		
<b>Progrexion Use tax filings:</b>												
Utah			3,413									
Idaho												
Arizona		126										
Ohio CAT Tax				3,678								
Oklahoma		182										
Washington B&O tax (included with sales t	497											
New Mexico												
<b>Property Tax</b>												
Arizona											5,544	
California	602											
Idaho												
Oklahoma												
Nevada												
Utah- SLC county												
Utah- Davis county												
Utah- Utah County		4,630										
<b>Income Taxes</b>												
Federal											2,000,000	
States											296,200	
Delaware Franchise Tax						22,664						
San Francisco - Annual Business Tax Filing			11,823									
<b>Business Legal Registrations (business licen</b>												
Business Licenses- CT Renewed			7,325	1,598			4,883					1,216
Business Licenses- Progrexion Renewed												
<b>Service Providers</b>												
CBIZ												
Wallace Tax Services			408									
Azets (UK Accounting Service Provider)												
Tanner LLC (UK International Consulting)												
CCH Tax Research Engine												
Avalara												
Greenshades (1099's)												
Site Selection Group (OK Incentive work)												
<b>Total Progrexion Estimated Cash Payments</b>	48,714	4,938	22,561	5,684	33,430	22,664	4,883	-	-	2,330,980	5,544	1,216
All CT is paid through ASG entity												

Progrexion												
Tax Payment Estimates												
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2021						2021					
	November						December					
Payment Type	10/3/21 - 10/9/21	10/10/21 - 10/16/21	10/17/21 - 10/23/21	10/24/21 - 10/30/21	10/31/21 - 11/6/21	11/7/21 - 11/13/21	11/14/21 - 11/20/21	11/21/21 - 11/27/21	11/28/21 - 12/4/21	12/5/21 - 12/11/21	12/12/21 - 12/18/21	
<b>Progrexion Sales &amp; Use Tax</b>												
<b>Progrexion Sales tax filings:</b>												
CRCOM Avalara sales tax- withdrawn from		24,060				17,209						17,284
CRDT Avalara sales tax- withdrawn from ba		25,605				13,735						14,592
<b>Progrexion Use tax filings:</b>												
Utah				3,804								
Idaho												
Arizona			462									
Ohio CAT Tax					3,483							
Oklahoma			229									
Washington B&O tax (included with sales t		472										
New Mexico												
<b>Property Tax</b>												
Arizona												
California												
Idaho							5,580					
Oklahoma									1,602			
Nevada												
Utah- SLC county												
Utah- Davis county												
Utah- Utah County										18,000		
<b>Income Taxes</b>												
Tax Return Filing Payments												Q4 est pmts
Federal												3,183,000
States												710,000
Delaware Franchise Tax						22,664						
San Francisco - Annual Business Tax Filing				11,823								
<b>Business Legal Registrations (business licen</b>												
Business Licenses- CT Renewed									1,677			
Business Licenses- Progrexion Renewed												
<b>Service Providers</b>												
CBIZ					74,000							
Wallace Tax Services					306							
Azets (UK Accounting Service Provider)												
Tanner LLC (UK International Consulting)												
CCH Tax Research Engine												
Avalara												
Greenshades (1099's)												
Site Selection Group (OK Incentive work)								5,775				
<b>Total Progrexion Estimated Cash Payments</b>	-	50,136	691	15,627	77,759	53,608	5,580	5,775	21,279	-		3,924,876
<b>2021</b>												
Estimates on property taxes - Based on prior												
AZ - Maricopa County												
CA - San Francisco County												
ID - Bonneville County												
ID - Madison County												
OK - Oklahoma County												
UT - Davis County												
UT - Salt Lake County												
UT - Utah County												
UT - Utah County												
Total Accrual goal for 2020												
<b>NYC VDA payments</b>												
	<b>Year</b>	<b>Tax Amount</b>	<b>Interest Amount</b>									
All CT is paid through ASG entity	2016	78,977	37,987									
	2017	31,261	11,458									
	2018	55,023	13,550									
	2019	35,190	4,815									
	2020	46,028	2,366									
	2021	69,900	-									
	<b>Total</b>	<b>316,379</b>	<b>70,177</b>									





Progrexion													
Tax Payment Estimates													
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2022					2022				2022			
	March					April				May			
Payment Type	2/20/22 - 2/26/22	2/27/22 - 3/5/22	3/6/22 - 3/12/22	3/13/22 - 3/19/22	3/20/22 - 3/26/22	3/27/22 - 4/2/22	4/3/22 - 4/9/22	4/10/22 - 4/16/22	4/17/22 - 4/23/22	4/24/22 - 4/30/22	5/1/22 - 5/7/22	5/8/22 - 5/14/22	5/15/22 - 5/21/22
<b>Progrexion</b>													
<b>Sales &amp; Use Tax</b>													
<b>Progrexion Sales tax filings:</b>													
CRCOM Avalara sales tax- withdrawn from t				15,647				20,890				15,703	
CRDT Avalara sales tax- withdrawn from ba				13,434				24,505				13,405	
<b>Progrexion Use tax filings:</b>													
Utah										5,580			
Idaho													
Arizona									676				
Ohio CAT Tax												2,600	
Oklahoma	63			227					72				21
Washington B&O tax (included with sales t								427					
New Mexico													
<b>Property Tax</b>													
Arizona													
California													
Idaho													
Oklahoma													
Nevada													
Utah- SLC county							116,774						
Utah- Davis county													
Utah- Utah County													
<b>Income Taxes</b>													
Federal													
States				25,500			58,787	300					
Delaware Franchise Tax													
San Francisco - Annual Business Tax Filing								5,155				603	
<b>Business Legal Registrations (business licen</b>													
Business Licenses- CT Renewed		502				7,127				269			
Business Licenses- Progrexion Renewed													
<b>Service Providers</b>													
CBIZ													
Wallace Tax Services							508						
Azets (UK Accounting Service Provider)													
Tanner LLC (UK International Consulting)													
CCH Tax Research Engine										3,215			
Avalara										170,000			
Greenshades (1099's)						3,900							
Site Selection Group (OK Incentive work)													
<b>Total Progrexion Estimated Cash Payments</b>	63	502	-	54,808	-	128,309	58,787	1,723,277	747	179,064	-	32,311	21
All CT is paid through ASG entity													

Progrexion	Income Tax Pay	Pmts made w/ tax rtn	4/15/2022	6/15/2022	9/15/2022	12/15/2022	Total Est Taxes					
<b>Tax Payment Estimates</b>	Federal	-	1 672 000	2 137 000	565 000	1 512 000	5 886 000					
	States	4 166	25 800	70 900	49 100	88 200	234 000					
	Total	4 166	1 697 800	2 207 900	614 100	1 600 200	6 120 000					
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2022			2022			2022			2022		
	June			July			August					
Payment Type	5/22/22 - 5/28/22	5/29/22 - 6/4/22	6/5/22 - 6/11/22	6/12/22 - 6/18/22	6/19/22 - 6/25/22	6/26/22 - 7/2/22	7/3/22 - 7/9/22	7/10/22 - 7/16/22	7/17/22 - 7/23/22	7/24/22 - 7/30/22	7/31/22 - 8/6/22	
<b>Progrexion</b>												
<b>Sales &amp; Use Tax</b>												
<b>Progrexion Sales tax filings:</b>												
CRCOM Avalara sales tax- withdrawn from				15,116				19,904				
CRDT Avalara sales tax- withdrawn from ba				11,542				20,647				
<b>Progrexion Use tax filings:</b>												
Utah											2,504	
Idaho												
Arizona									9			
Ohio CAT Tax												2,287
Oklahoma				3					19			
Washington B&O tax (included with sales t								372				
New Mexico												
<b>Property Tax</b>												
Arizona												
California								577				
Idaho												
Oklahoma												
Nevada												
Utah- SLC county												
Utah- Davis county												
Utah- Utah County											3,764	
<b>Income Taxes</b>												
Federal				2,137,000						(2,800,000)		
States				70,900								
Delaware Franchise Tax	44,640											
San Francisco - Annual Business Tax Filing											5,155	
<b>Business Legal Registrations (business licen</b>												
Business Licenses- CT Renewed		4,887					38,046					
Business Licenses- Progrexion Renewed												
<b>Service Providers</b>												
CBIZ												
Wallace Tax Services		6,670					702					405
Azets (UK Accounting Service Provider)												
Tanner LLC (UK International Consulting)												
CCH Tax Research Engine												
Avalara						8,064						
Greenshades (1099's)												
Site Selection Group (OK Incentive work)		5,312										
<b>Total Progrexion Estimated Cash Payments</b>	44,640	16,869	-	2,234,560	8,064	38,748	-	41,502	(2,796,208)	7,659	2,692	
All CT is paid through ASG entity												

Progrexion Tax Payment Estimates													
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2022						2022						
	September						October						
Payment Type	8/7/22 - 8/13/22	8/14/22 - 8/20/22	8/21/22 - 8/27/22	8/28/22 - 9/3/22	9/4/22 - 9/10/22	9/11/22 - 9/17/22	9/18/22 - 9/24/22	9/25/22 - 10/1/22	10/2/22 - 10/8/22	10/9/22 - 10/15/22	10/16/22 - 10/22/22	10/23/22 - 10/29/22	
<b>Progrexion Sales &amp; Use Tax</b>													
<b>Progrexion Sales tax filings:</b>													
CRCOM Avalara sales tax- withdrawn from	14,175					13,345				17,682			
CRDT Avalara sales tax- withdrawn from ba	10,408					10,767				15,993			
<b>Progrexion Use tax filings:</b>													
Utah													2,676
Idaho													
Arizona													25
Ohio CAT Tax													
Oklahoma													
Washington B&O tax (included with sales tax)										407			
New Mexico													
<b>Property Tax</b>													
Arizona							4,515						
California													
Idaho													
Oklahoma													
Nevada													
Utah- SLC county													
Utah- Davis county													
Utah- Utah County													
<b>Income Taxes</b>													
Federal						565,000							
States						49,100				4,166			
Delaware Franchise Tax			22,320										
San Francisco - Annual Business Tax Filing													5,155
<b>Business Legal Registrations (business licenses)</b>													
Business Licenses- CT Renewed				2,187				2,059					
Business Licenses- Progrexion Renewed													
<b>Service Providers</b>													
CBIZ													
Wallace Tax Services													
Azets (UK Accounting Service Provider)			263										
Tanner LLC (UK International Consulting)													
CCH Tax Research Engine													
Avalara													
Greenshades (1099's)													
Site Selection Group (OK Incentive work)		4,856											
<b>Total Progrexion Estimated Cash Payments</b>	<b>24,583</b>	<b>4,856</b>	<b>22,583</b>	<b>2,187</b>	<b>-</b>	<b>638,211</b>	<b>4,515</b>	<b>2,059</b>	<b>-</b>	<b>38,248</b>	<b>25</b>	<b>7,831</b>	
All CT is paid through ASG entity													

Progrexion										
Tax Payment Estimates										
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2022					2022				
	November					December				
Payment Type	10/30/22 - 11/5/22	11/6/22 - 11/12/22	11/13/22 - 11/19/22	11/20/22 - 11/26/22	11/27/22 - 12/3/22	12/4/22 - 12/10/22	12/11/22 - 12/17/22	12/18/22 - 12/24/22	12/25/22 - 12/31/22	2022 Total in category
<b>Progrexion</b>										
<b>Sales &amp; Use Tax</b>										
Progrexion Sales tax filings:										399,507
CRCOM Avalara sales tax- withdrawn from		12,457				12,137				193,750
CRDT Avalara sales tax- withdrawn from		8,325				7,751				174,360
<b>Progrexion Use tax filings:</b>										
Utah										17,434
Idaho										512
Arizona										1,138
Ohio CAT Tax	2,019									9,841
Oklahoma								147		910
Washington B&O tax (included with sales tax)										1,562
New Mexico										-
<b>Property Tax</b>										
Arizona										4,515
California										577
Idaho						2,860				2,860
Oklahoma					3,177					3,177
Nevada										-
Utah- SLC county										116,774
Utah- Davis county										-
Utah- Utah County					24,755					28,519
<b>Income Taxes</b>										
Federal							1,512,000			3,086,000
States							88,200			296,953
Delaware Franchise Tax										66,960
San Francisco - Annual Business Tax Filing										16,067
<b>Business Legal Registrations (business licenses)</b>										
Business Licenses- CT Renewed					5,553				3,351	65,047
Business Licenses- Progrexion Renewed										-
<b>Service Providers</b>										
CBIZ	84,700									111,700
Wallace Tax Services	324									9,181
Azets (UK Accounting Service Provider)										771
Tanner LLC (UK International Consulting)										-
CCH Tax Research Engine										3,215
Avalara								8,064		186,128
Greenshades (1099's)										5,051
Site Selection Group (OK Incentive work)			5,151							19,877
<b>Total Progrexion Estimated Cash Payments</b>	<b>87,043</b>	<b>20,782</b>	<b>5,151</b>	<b>-</b>	<b>33,485</b>	<b>2,860</b>	<b>1,620,088</b>	<b>8,211</b>	<b>3,351</b>	<b>4,422,879</b>
<b>Progrexion - 2022 Prop taxes (Assessed on 2021 assets)</b>										
Estimates on property taxes - Based on prior year bills and future expectations										
AZ - Maricopa County										\$ 4,514.92
CA - San Francisco County										\$ 577.46
ID - Bonneville County										\$ -
ID - Madison County										\$ 2,860.32
OK - Oklahoma County										\$ 3,177.10
UT - Davis County										\$ -
UT - Salt Lake County										\$ 116,774.39
UT - Utah County										\$ 24,754.88
UT - Utah County										\$ 3,763.85
<b>Total Accrual goal for 2022</b>										<b>\$ 156,422.92</b>
All CT is paid through ASG entity										

Progrexion														
Tax Payment Estimates														
=estimate														
=actual														
Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
2023					2023					2023				
January					February					March				
	1/1/23 - 1/17/23	1/18/23 - 1/24/23	1/25/23 - 1/31/23	1/23/23 - 1/28/23	1/29/23 - 2/4/23	2/5/23 - 2/11/23	2/12/23 - 2/18/23	2/19/23 - 2/25/23	2/26/23 - 3/1/23	3/2/23 - 3/11/23	3/12/23 - 3/18/23	3/19/23 - 3/25/23	3/26/23 - 4/1/23	
Payment Type														
<b>Progrexion Sales &amp; Use Tax</b>	<i>ected for sales tax then paid out to taxing jurisdictions</i>													
Progrexion Sales tax filings:	<i>d based on purchases made by the company that are subject to use taxes in the taxing jurisdictions</i>													
CRCOM Avalara sales tax- withdrawn from		15,968						11,291					11,345	
CRDT Avalara sales tax- withdrawn from ba		13,331						11,102					10,149	
Progrexion Use tax filings:	<i>d based on purchases made by the company that are subject to use taxes in the taxing jurisdictions</i>													
Utah				3,352										
Idaho			308											
Arizona			22											
Ohio CAT Tax					1,882									
Oklahoma														
Washington B&O tax (included with sales ta		164												
New Mexico														
<b>Property Tax</b>														
Arizona														
California														
Idaho														
Oklahoma														
Nevada														
Utah- SLC county														88,710
Utah- Davis county														
Utah- Utah County														
<b>Income Taxes</b>	Q1 est pmts (some states)													
Federal														
States														
Delaware Franchise Tax														
San Francisco - Annual Business Tax Filing								4,308						
<b>Business Legal Registrations (business licer</b>														
Business Licenses- CT Renewed						747			1,487					2,297
Business Licenses- Progrexion Renewed														
<b>Service Providers</b>														
CBIZ														
Wallace Tax Services									485					
Azets (UK Accounting Service Provider)														
Tanner LLC (UK International Consulting)														
CCH Tax Research Engine														
Avalara														
Greenshades (1099's)							1,486							
Site Selection Group (OK Incentive work)				4,365										
<b>Total Progrexion Estimated Cash Payments</b>	-	-	29,453	330	7,717	4,115	-	22,394	4,308	1,972	-	21,495	-	91,007
All CT is paid through ASG entity														

Progrexion	Sales tax % of PY							Income Tax Pmts made w/ tax rtn				
Tax Payment Estimates	60.0%							Federal	4/15/2023	6/15/2023	9/15/2023	
								-	-	-	-	
								-	600	1,000	9,900	
								-	600	1,000	9,900	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimate	
	2023							2023				
	May							June				
Payment Type	4/7/23 - 4/8/23	4/9/23 - 4/15/23	4/16/23 - 4/23/23	4/23/23 - 4/29/23	4/30/23 - 5/6/23	5/7/23 - 5/13/23	5/14/23 - 5/20/23	5/21/23 - 5/27/23	5/28/23 - 6/3/23	6/4/23 - 6/10/23	6/11/23 - 6/17/23	6/18/23 - 6/24/23
<b>Progrexion Sales &amp; Use Tax</b>												
<b>Progrexion Sales tax filings:</b>												
CRCOM Avalara sales tax- withdrawn from t		15,188					9,553				(1,061)	
CRDT Avalara sales tax- withdrawn from ba		17,955					1,990				1,082	
<b>Progrexion Use tax filings:</b>												
Utah				3,017								
Idaho												
Arizona			16									
Ohio CAT Tax						2,100						
Oklahoma												
Washington B&O tax (Included with sales t		179										
New Mexico												
<b>Property Tax</b>												
Arizona												
California												
Idaho												
Oklahoma												
Nevada												
Utah- SLC county												
Utah- Davis county												
Utah- Utah County												
<b>Income Taxes</b>												
Federal	2022 Ext pm	Q1 est pmts (most states)									Q2 est pmts	
States	17,825	600									1,000	
Delaware Franchise Tax								23,372				
San Francisco - Annual Business Tax Filing				4,943				632				
<b>Business Legal Registrations (business licen</b>												
Business Licenses- CT Renewed					9,541				1,628			
Business Licenses- Progrexion Renewed												
<b>Service Providers</b>												
CBIZ						10,500						
Wallace Tax Services												
Azets (UK Accounting Service Provider)												
Tanner LLC (UK International Consulting)												
CCH Tax Research Engine								3,375				
Avalara				137,042	11,630							10,483
Greenshades (1099's)												
Site Selection Group (OK Incentive work)								3,861				
<b>Total Progrexion Estimated Cash Payments</b>	17,825	33,921	16	145,002	31,671	13,642	-	31,240	1,628	-	1,021	10,483
All CT is paid through ASG entity												

Progrexion	12/15/2023	Total Est Taxes			1.15 PGX	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	
<b>Tax Payment Estimates</b>						Sales tax	12	1	29	17	17	24	15
	8,700	20,200				Use tax			3	3		5	3
	8,700	20,200				Total	12	1	32	21	17	29	18
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
	2023					2023				2023			
	July					August				September			
Payment Type	6/05/23 - 7/1/23	7/1/23 - 7/8/23	7/8/23 - 7/15/23	7/16/23 - 7/23/23	7/23/23 - 7/29/23	7/30/23 - 8/6/23	8/6/23 - 8/13/23	8/13/23 - 8/19/23	8/20/23 - 8/26/23	8/27/23 - 9/2/23	9/3/23 - 9/9/23	9/10/23 - 9/16/23	9/17/23 - 9/23/23
<b>Progrexion Sales &amp; Use Tax</b>													
<b>Progrexion Sales tax filings:</b>													
CRCOM Avalara sales tax- withdrawn from t			11,900				8,500					8,000	
CRDT Avalara sales tax- withdrawn from ba			12,400				6,200					6,500	
<b>Progrexion Use tax filings:</b>													
Utah					2,504								
Idaho													
Arizona					9								
Ohio CAT Tax						2,287							
Oklahoma													
Washington B&O tax (included with sales t			400										
New Mexico													
<b>Property Tax</b>													
Arizona												4,515	
California			577										
Idaho													
Oklahoma													
Nevada													
Utah- SLC county													
Utah- Davis county													
Utah- Utah County					3,764								
<b>Income Taxes</b>													
Federal													Q3 est pmts
States													9,900
Delaware Franchise Tax									16,880				
San Francisco - Annual Business Tax Filing					4,943								
<b>Business Legal Registrations (business licen</b>													
Business Licenses- CT Renewed		38,100								2,200			
Business Licenses- Progrexion Renewed													
<b>Service Providers</b>													
CBIZ													
Wallace Tax Services		8,000				500							
Azets (UK Accounting Service Provider)								400					
Tanner LLC (UK International Consulting)													
CCH Tax Research Engine													
Avalara													
Greenshades (1099's)													
Site Selection Group (OK Incentive work)		4,198											
<b>Total Progrexion Estimated Cash Payments</b>	8,000	42,296	25,277	3,772	7,447	500	2,287	14,700	17,280	2,200	-	24,400	4,515
All CT is paid through ASG entity													

Progrexion												
Tax Payment Estimates												
14												
14												
Estimate Estimate Estimate Estimate Estimate Estimate Estimate Estimate Estimate Estimate Estimate Estimate												
2023												
2023												
2023												
October				November				December				
	9/24/23 - 9/30/23	10/1/23 - 10/7/23	10/8/23 - 10/14/23	10/15/23 - 10/21/23	10/22/23 - 10/28/23	10/29/23 - 11/4/23	11/5/23 - 11/11/23	11/12/23 - 11/18/23	11/19/23 - 11/25/23	11/26/23 - 12/2/23	12/3/23 - 12/9/23	12/10/23 - 12/16/23
Payment Type												
<b>Progrexion</b>												
<b>Sales &amp; Use Tax</b>												
Progrexion Sales tax filings:												
CRCOM Avalara sales tax- withdrawn from t			10 600					7 500				7 300
CRDT Avalara sales tax- withdrawn from ba			9 600					5 000				4 700
Progrexion Use tax filings:												
Utah					2,676							
Idaho												
Arizona				25								
Ohio CAT Tax							2,019					
Oklahoma												
Washington B&O tax (included with sales t			500									
New Mexico												
<b>Property Tax</b>												
Arizona												
California												
Idaho												2,860
Oklahoma										3,177		
Nevada												
Utah- SLC county												
Utah- Davis county												
Utah- Utah County												
<b>Income Taxes</b>												
Tax Return Filing Payments												
Federal												Q4 est pmts
States												8,700
Delaware Franchise Tax								16,880				
San Francisco - Annual Business Tax Filing					4,943							
<b>Business Legal Registrations (business licen</b>												
Business Licenses- CT Renewed		2,100								5,600		
Business Licenses- Progrexion Renewed												
<b>Service Providers</b>												
CBIZ							88,550					
Wallace Tax Services							400					
Azets (UK Accounting Service Provider)												
Tanner LLC (UK International Consulting)												
CCH Tax Research Engine												
Avalara												
Greenshades (1099's)	2,500											
Site Selection Group (OK Incentive work)												
<b>Total Progrexion Estimated Cash Payments</b>	2,500	2,100	20,700	25	7,619	88,950	18,899	12,500	-	8,777	2,860	20,700
<b>Progrexion - 2023 Prop taxes (Asses</b>												
Estimates on property taxes - Based on												
AZ - Maricopa County												
CA - San Francisco County												
ID - Bonneville County												
ID - Madison County												
OK - Oklahoma County												
UT - Davis County												
UT - Salt Lake County												
UT - Utah County												
UT - Utah County												
Total Accrual goal for 2023												
All CT is paid through ASG entity												



Progrexion			
Tax Payment Estimates			
	Estimate	Estimate	
	12/17/23 - 12/23/23	12/24/23 - 12/30/23	2023 Total in category
Payment Type			
<b>Progrexion</b>			
<b>Sales &amp; Use Tax</b>			
Progrexion Sales tax filings:			237 542
<i>cash is collected for sales tax then paid out to taxing jurisdictions</i>			
CRCOM Avalara sales tax- withdrawn from			116 074
CRDT Avalara sales tax- withdrawn from ba			100 008
Progrexion Use tax filings:			
<i>cash is paid based on purchases made by the company that are subject to use taxes in the taxing jurisdictions</i>			
Utah			11 549
Idaho			308
Arizona			72
Ohio CAT Tax			8 288
Oklahoma			-
Washington B&O tax (included with sales ta			1 243
New Mexico			-
<b>Property Tax</b>			103 604
Arizona			4 515
California			577
Idaho			2 860
Oklahoma			3 177
Nevada			-
<i>No prop tax payments in NV going forward</i>			
Utah- SLC county			88 710
Utah- Davis county			-
Utah- Utah County			3 764
<b>Income Taxes</b>			114 926
<b>Federal</b>			
-			
<b>States</b>			
38 025			
Delaware Franchise Tax			57 132
San Francisco - Annual Business Tax Filing			19 769
<b>Business Legal Registrations (business licen</b>			67 101
Business Licenses- CT Renewed	3,400		67 101
Business Licenses- Progrexion Renewed			-
			-
			-
<b>Service Providers</b>			295 836
CBIZ			99 050
Wallace Tax Services			9 385
Azets (UK Accounting Service Provider)			400
Tanner LLC (UK International Consulting)			-
CCH Tax Research Engine			3 375
Avalara	8,064		167 219
Greenshades (1099's)			3 986
Site Selection Group (OK Incentive work)			12 422
			-
			-
<b>Total Progrexion Estimated Cash Payments</b>	8,064	3,400	819 010
<b>Based on 2022 assets)</b>			
<i>prior year bills and future expectations</i>			
	\$		4,514.92
	\$		577.46
	\$		-
	\$		2,860.32
	\$		3,177.10
	\$		-
	\$		88,710.10
	\$		- Real Property
	\$		3,763.85
	\$		103,603.75
All CT is paid through ASG entity			

**Schedule 2.5(a) - Available Contracts**

Attached.

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
1	10605328 Canada Ltd.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
2	237Next Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
3	257 East Salt Lake, LLC	PGX Holdings, Inc.	1st Amendment to Lease Agreement at 257 E 200 South Dated 09/13/2017	\$0.00
4	257 East Salt Lake, LLC	PGX Holdings, Inc.	Amendment Lease Memorandum Dated 01/10/2022	\$0.00
5	257 East Salt Lake, LLC	PGX Holdings, Inc.	2nd Amendment to Lease Agreement at 257 E 200 South Dated 01/20/2022	\$0.00
6	257 East Salt Lake, LLC	PGX Holdings, Inc.	3rd Amendment to Lease Agreement at 257 E 200 South Dated 12/22/2022	\$13,113.36
7	257 East Salt Lake, LLC	PGX Holdings, Inc.	Lease Agreement	\$0.00
8	257 East Salt Lake, LLC	PGX Holdings, Inc.	Lease Agreement Dated 10/17/2014	\$0.00
9	257 East Salt Lake, LLC	PGX Holdings, Inc.	Master Lease Agreement at 257 E 200 South Dated 10/17/2014	\$0.00
10	A4D, Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
11	AA Voice Talent LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
12	Accredited Debt Relief, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
13	Accuvant/Optiv	Progrexion ASG, Inc.	Corelight Security Services Agreement Dated 12/02/2021	\$0.00
14	Accuvant/Optiv	Progrexion ASG, Inc.	Force Point Security Services Agreement Dated 08/22/2022	\$0.00
15	Accuvant/Optiv	Progrexion ASG, Inc.	Proofpoint Security Services Agreement Dated 03/14/2023	\$0.00
16	Accuvant/Optiv	Progrexion ASG, Inc.	Proofpoint Security Services Agreement Dated 10/31/2022	\$0.00
17	Accuvant/Optiv	Progrexion ASG, Inc.	Rapid 7 Security Services Agreement Dated 10/28/2022	\$0.00
18	Accuvant/Optiv	Progrexion ASG, Inc.	Sentinel One Security Services Agreement Dated 03/16/2023	\$0.00
19	Accuvant/Optiv	Progrexion ASG, Inc.	Thales Security Services Agreement Dated 12/01/2022	\$0.00
20	Ace Tech, Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
21	ACORNS GROWTH INC	Progrexion ASG, Inc.	Insertion Order Dated 09/19/2022	\$0.00
22	Active Prospect	Progrexion ASG, Inc.	Service Agreement Dated 08/01/2020	\$0.00
23	Active Sun Network, LLC.	Credit.com, Inc.	Insertion Order Dated 02/10/2021	\$0.00
24	Active Sun Network, LLC.	Credit.com, Inc.	Marketing Agreement Dated 04/10/2020	\$0.00
25	Active Sun Network, LLC.	Credit.com, Inc.	Publisher Insertion Order Dated 02/24/2021	\$0.00
26	ActiveProspect, Inc.	Progrexion ASG, Inc.	Marketing Agreement Dated 06/04/2020	\$0.00
27	ActiveProspect, Inc.	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 06/04/2020	\$0.00
28	Ad Practitioners, LLC / Consumers Advocate	Progrexion Marketing, Inc.	Marketing Agreement Dated 10/18/2022	\$0.00
29	Ad Practitioners, LLC / Consumers Advocate	Progrexion Marketing, Inc.	Marketing Agreement Dated 11/01/2022	\$0.00
30	Ad Practitioners, LLC / Consumers Advocate	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 10/01/2022	\$0.00
31	Ad Practitioners, LLC / Consumers Advocate	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 11/03/2022	\$0.00
32	Adaptive Insights LLC	Progrexion ASG, Inc.	Workday Order Form and Agreement dated 9/30/2020	\$0.00
33	AddShoppers, Inc.	Progrexion Marketing, Inc.	Master Services Agreement Dated 07/28/2022	\$0.00
34	AddShoppers, Inc.	Progrexion Marketing, Inc.	Software License Agreement & Statement of Work Dated 07/28/2022	\$0.00
35	Adhere, Inc.	Progrexion Marketing, Inc.	Terms and Conditions Dated 02/21/2023	\$0.00
36	Adhere, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 02/21/2023	\$0.00
37	Admediary LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 07/19/2018	\$0.00
38	Admediary LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 12/08/2021	\$0.00
39	AdMediary, LLC	eFolks, LLC	Terms and Conditions Dated 07/19/2018	\$0.00
40	AdMediary, LLC	Progrexion Marketing, Inc.	Insertion Order / Terms & Conditions Dated 10/05/2021	\$0.00
41	AdMediary, LLC	Progrexion Marketing, Inc.	Marketing Agreement	\$0.00
42	Adobe	Progrexion Marketing, Inc.	Marketing Agreement Dated 09/01/2020	\$0.00
43	Adobe	Progrexion Marketing, Inc.	Statement of Work Dated 09/01/2021	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
44	Adobe	Progrexion Marketing, Inc.	Experience Manager - On-Premise Software Terms and Conditions	\$0.00
45	Adobe	Progrexion Marketing, Inc.	Terms and Conditions	\$0.00
46	Adobe	Progrexion Marketing, Inc.	Experience Manager - Managed Services Product Specific Licensing Terms	\$0.00
47	Adobe	Progrexion Marketing, Inc.	Target Product Specific Licensing Terms	\$0.00
48	Adobe	Progrexion Marketing, Inc.	Creative Cloud and Document Cloud Product Specific Licensing Terms	\$0.00
49	Adobe	Progrexion Marketing, Inc.	Experience Manager - Cloud Service Product Specific Licensing Terms	\$0.00
50	Adobe	Progrexion Marketing, Inc.	Creative Cloud, Document Cloud & Substance 3D Product Specific Licensing Terms	\$0.00
51	Adobe	Progrexion Marketing, Inc.	Creative Cloud & Document Cloud Product Specific Licensing Terms	\$0.00
52	Adobe Creative Cloud Renewal - Insight	Progrexion Marketing, Inc.	Marketing Agreement Dated 07/29/2022	\$0.00
53	Adobe Systems - AEM	Progrexion Marketing, Inc.	Marketing Agreement Dated 03/01/2023	\$0.00
54	Adobe Systems - Target	Progrexion Marketing, Inc.	Marketing Agreement Dated 03/01/2023	\$0.00
55	ADSMOVIL CORPORATION	Creditrepair.com, Inc.	Advertising Agreement	\$0.00
56	ADSMOVIL CORPORATION	Progrexion Marketing, Inc.	Terms and Conditions & Insertion Order Dated 08/04/2022	\$0.00
57	AFTHA, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
58	Agility Digital, Inc.	Progrexion Marketing, Inc.	Marketing Agreement Dated 10/15/2021	\$0.00
59	Agility Digital, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 10/25/2021	\$0.00
60	Aktify Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
61	Alexander, Borovicka and O'Shea	Progrexion ASG, Inc.	Lobbying Agreement Dated 10/01/2021	\$0.00
62	All Phone Leads, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
63	Alvarez & Marsal North America, LLC	PGX Holdings, Inc.	Engagement Letter Dated 05/11/2023	\$0.00
64	America One Funding, Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
65	American Express National Bank	Credit.com, Inc.	Professional Services Agreement Dated 11/15/2021	\$0.00
66	Amobee Inc.	Credit.com, Inc.	Marketing Agreement Dated 12/03/2020	\$0.00
67	Amobee Inc.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 02/05/2021	\$0.00
68	Apisero Inc.	Progrexion ASG, Inc.	Master Services Agreement Dated 06/20/2022	\$3,382.50
69	Apisero Inc.	Progrexion ASG, Inc.	Master Services Agreement Dated 07/14/2022	\$0.00
70	Apisero Inc.	Progrexion ASG, Inc.	Master Services Agreement Dated 07/14/2022	\$0.00
71	AppDynamics LLC	Progrexion ASG, Inc.	Operations & Maintenance Agreement (SAAS) Dated 03/18/2022	\$0.00
72	Applied Mind Inc	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 08/24/2021	\$0.00
73	Applied Mind Inc	Progrexion Marketing, Inc.	Terms and Conditions Dated 08/24/2021	\$0.00
74	Approved Apartment Locators Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
75	Apptio Inc	Progrexion ASG, Inc.	Target Process User Agreement Dated 01/11/2023	\$0.00
76	Apptio, Inc.	Progrexion ASG, Inc.	Release Agreement Dated 07/06/2022	\$0.00
77	Aragon Advertising, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
78	Argano, LLC	Progrexion ASG, Inc.	Master Services Agreement	\$0.00
79	Argano, LLC	Progrexion ASG, Inc.	Statement of Work Dated 04/01/2023	\$912,639.00
80	Aria Systems, Inc.	Progrexion ASG, Inc.	Master Services Agreement Dated 05/27/2016	\$0.00
81	Aria Systems, Inc.	Progrexion ASG, Inc.	Renewal Agreement Dated 12/30/2022	\$0.00
82	Aria Systems, Inc.	Progrexion ASG, Inc.	Services Agreement Dated 12/30/2022	\$0.00
83	Aria Systems, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 01/01/2022	\$0.00
84	Arrest Your Debt LLC	Credit.com, Inc.	Network Publisher Addendum Dated 06/28/2021	\$0.00
85	Arrest Your Debt LLC	Credit.com, Inc.	Publisher Insertion Order Dated 06/16/2021	\$0.00
86	Arrest Your Debt LLC	Credit.com, Inc.	Terms and Conditions Dated 06/16/2021	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
87	Ascentium Analytics AKA DDM Group, LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 12/26/2022	\$0.00
88	ASN Agency Inc., dba Adshot Network	Credit.com, Inc.	Network Publisher Addendum Dated 05/19/2022	\$0.00
89	ASN Agency Inc., dba Adshot Network	Credit.com, Inc.	Publisher Insertion Order Dated 04/29/2022	\$0.00
90	ASN Agency Inc., dba Adshot Network	Credit.com, Inc.	Standard Terms and Conditions Agreement Dated 05/16/2022	\$0.00
91	Association Management Contracts	Progrexion ASG, Inc.	Consulting Services Agreement	\$0.00
92	Astoria Company, Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
93	Atlassian	Progrexion ASG, Inc.	Terms and Conditions Dated 11/01/2022	\$0.00
94	Atwave, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
95	AudioEye, Inc.	Progrexion ASG, Inc.	Software License Agreement	\$0.00
96	AudioEye, Inc.	Progrexion ASG, Inc.	Software License Agreement Dated 12/30/2022	\$0.00
97	Auto Credit Express	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
98	Avalara, Inc.	Progrexion ASG, Inc.	Work Order Dated 03/31/2021	\$0.00
99	Avalara, Inc.	Progrexion ASG, Inc.	Work Order Dated 05/03/2022	\$0.00
100	Avaya Inc.	Progrexion ASG, Inc.	Services Agreement Dated 09/30/2022	\$0.00
101	AVIO CONSULTING, LLC	Progrexion ASG, Inc.	Master Service Agreement Dated 08/02/2021	\$0.00
102	AXAD LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
103	B Two Direct LLC	Credit.com, Inc.	Publisher Insertion Order Dated 08/01/2021	\$0.00
104	B Two Direct LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 06/08/2020	\$0.00
105	B Two Direct LLC	Progrexion Marketing, Inc.	Standard Terms and Conditions Agreement Dated 06/08/2020	\$0.00
106	Banzai Inc.	Progrexion Marketing, Inc.	Marketing Agreement Dated 08/16/2021	\$0.00
107	Best Company.cm	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 03/29/2019	\$0.00
108	Best Company.cm	Progrexion Marketing, Inc.	Terms and Conditions Dated 03/28/2023	\$0.00
109	BestCompany.com, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
110	Biscom, Inc	Progrexion ASG, Inc.	(FAXCOM) Fax Service - M2M	\$292.92
111	Blackoptek CE, Inc.	Progrexion Marketing, Inc.	Standard Affiliate Terms and Conditions	\$0.00
112	Bliss Media LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
113	Blueberry Solutions, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
114	Bluedream Associates	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
115	BMC Software	Progrexion ASG, Inc.	Software Agreement Dated 02/20/2023	\$0.00
116	Boom Pay, Inc.	Progrexion ASG, Inc.	Services Agreement	\$0.00
117	Boomtown ROI, LLC	Credit.com, Inc.	Insertion Order Dated 02/24/2022	\$0.00
118	Boomtown ROI, LLC	Credit.com, Inc.	Master Services Agreement Dated 02/24/2022	\$0.00
119	Boomtown ROI, LLC	Credit.com, Inc.	Network Publisher Addendum Dated 03/16/2022	\$0.00
120	Bradley Lead Group	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
121	Brand Star	Progrexion Marketing, Inc.	Advertising Agreement Dated 01/01/2022	\$0.00
122	Brandon Patch	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
123	BrandVerity, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
124	Bright Horizons Media, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
125	Bright Market/FastSpring - GearSet	Progrexion ASG, Inc.	Services Agreement	\$0.00
126	Bright Reach Media Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
127	BriteBox LLC	Credit.com, Inc.	Marketing Agreement Dated 03/24/2021	\$0.00
128	BriteBox LLC	Credit.com, Inc.	Publisher Insertion Order Dated 08/27/2021	\$0.00
129	BrokerCalls LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
130	Bryan Enterprises LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
131	Bulldog Media Group	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
132	Buzzery LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
133	Buzzfeed, Inc	Progrexion Marketing, Inc.	Custom Post Package Agreement Dated 06/14/2021	\$0.00
134	BW Ventures, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
135	Cadence	Progrexion ASG, Inc.	Master Services Agreement Dated 12/19/2013	\$0.00
136	Cadence	Progrexion ASG, Inc.	Statement of Work Dated 07/13/2021	\$0.00
137	Cadence	Progrexion ASG, Inc.	Statement of Work Dated 07/13/2021	\$0.00
138	CALCULATED RESEARCH AND TECHNOLOGY, Inc.	Progrexion ASG, Inc.	Software License Agreement Dated 01/01/2022	\$0.00
139	CALCULATED RESEARCH AND TECHNOLOGY, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 02/28/2022	\$9,900.00
140	Call Trader, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
141	Canonical	Progrexion ASG, Inc.	Software Agreement Dated 06/23/2022	\$0.00
142	Canonical Group	Progrexion ASG, Inc.	Security Support Agreement Dated 04/01/2021	\$0.00
143	Capital Bank, N.A.	Progrexion Marketing, Inc.	Marketing Agreement Amendment Dated 05/18/2022	\$0.00
144	CapSpecialty, Inc.	Progrexion ASG, Inc.	Consulting Services Agreement	\$0.00
145	CapSpecialty, Inc.	Progrexion ASG, Inc.	Surety Bond Indemnification Agreement Dated 04/05/2021	\$0.00
146	Car Loan Market, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
147	Car Loan Pal Holdings, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
148	Casual Precision LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
149	CBIZ MHM, LLC	Progrexion ASG, Inc.	Engagement Letter Dated 02/28/2022	\$0.00
150	Centro, Inc.	Progrexion Marketing, Inc.	Historical Contract Amendment Dated 12/01/2020	\$0.00
151	Centro, Inc.	Progrexion Marketing, Inc.	Master Agreement Dated 06/15/2020	\$0.00
152	Centro, Inc.	Progrexion Marketing, Inc.	Master Contract Renewal Dated 06/01/2021	\$0.00
153	Centro, Inc.	Progrexion Marketing, Inc.	Software License Agreement Dated 12/20/2021	\$0.00
154	Centro, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 07/19/2021	\$0.00
155	Centro, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 08/09/2021	\$0.00
156	Centro, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 09/27/2021	\$0.00
157	Centro, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 10/04/2021	\$0.00
158	Century Link	Progrexion	Level 3 Communications, LLC (CenturyLink) - M2M	\$0.00
159	Century Link	Progrexion ASG, Inc.	(324M Account) POTS Line - M2M	\$17,939.82
160	CenturyLink Communications, LLC d/b/a Lumen Technologies Group	Progrexion ASG, Inc.	10th Amendment to Total Advantage Agreement Dated 05/03/2016	\$0.00
161	CenturyLink Communications, LLC d/b/a Lumen Technologies Group	Progrexion ASG, Inc.	86445575 Renewal Order Form Dated 12/20/2021	\$0.00
162	CenturyLink Communications, LLC d/b/a Lumen Technologies Group	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 05/09/2022	\$0.00
163	CenturyLink Communications, LLC d/b/a Lumen Technologies Group	Progrexion ASG, Inc.	Software License Agreement Dated 05/14/2012	\$0.00
164	CenturyLink Communications, LLC d/b/a Lumen Technologies Group	Progrexion ASG, Inc.	Software License Agreement Dated 12/20/2021	\$0.00
165	Cervont, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
166	Chane Steiner	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
167	Chatmantics, Inc.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 02/25/2022	\$0.00
168	Chatmantics, Inc.	Progrexion Marketing, Inc.	Terms and Conditions	\$0.00
169	Chime Financial, Inc.	Credit.com, Inc.	Insertion Order Dated 11/19/2021	\$0.00
170	Chime Financial, Inc.	Progrexion Marketing, Inc.	Special Terms and Conditions Supplemental to the Publisher Service Agreement	\$0.00
171	Chime Financial, Inc.	Progrexion Marketing, Inc.	Statement of Work Dated 09/21/2021	\$0.00
172	Chime Financial, Inc.	Progrexion Marketing, Inc.	Terms and Conditions Dated 10/21/2021	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
173	Cicola Investments, LLC	Credit.com, Inc.	Insertion Order Dated 05/01/2021	\$0.00
174	Cicola Investments, LLC	Credit.com, Inc.	Marketing Agreement Dated 08/01/2020	\$0.00
175	Cicola Investments, LLC	Credit.com, Inc.	Publisher Insertion Order Dated 02/11/2021	\$0.00
176	Circle Internet Services, Inc.	Progrexion ASG, Inc.	Operations & Maintenance Agreement (SAAS) Dated 08/02/2022	\$0.00
177	Circle Internet Services, Inc.	Progrexion ASG, Inc.	Renewal Order Form Dated 08/02/2022	\$0.00
178	Circle Internet Services, Inc.	Progrexion ASG, Inc.	Terms and Conditions Dated 08/02/2021	\$0.00
179	Circle Internet Services, Inc.	Progrexion Marketing, Inc.	Terms and Conditions	\$0.00
180	Cisco Systems Inc	Progrexion ASG, Inc.	Support Services Renewal Agreement Dated 04/01/2021	\$0.00
181	Citrix	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 04/26/2021	\$0.00
182	Clear Link Technologies (DBA The Penny Hoarder)	Credit.com, Inc.	Marketing Agreement Dated 10/01/2021	\$0.00
183	Clear Link Technologies (DBA The Penny Hoarder)	Credit.com, Inc.	Network Publisher Addendum Dated 10/20/2021	\$0.00
184	Clear Link Technologies (DBA The Penny Hoarder)	Credit.com, Inc.	Publisher Insertion Order Dated 10/01/2021	\$0.00
185	Clickbooth.com, LLC - DBA Perform[cb]	Credit.com, Inc.	Insertion Order Dated 06/01/2022	\$0.00
186	Clickbooth.com, LLC - DBA Perform[cb]	Credit.com, Inc.	Marketing Agreement Dated 11/02/2020	\$0.00
187	Clickbooth.com, LLC - DBA Perform[cb]	Credit.com, Inc.	Publisher Insertion Order Dated 02/11/2021	\$0.00
188	Clickbooth.com, LLC - DBA Perform[cb]	Credit.com, Inc.	Third Party Insertion Order Dated 11/30/2022	\$0.00
189	Clickbooth.com, LLC - DBA Perform[cb]	Progrexion Marketing, Inc.	Marketing Agreement Dated 04/12/2022	\$0.00
190	Clickbooth.com, LLC - DBA Perform[cb]	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 04/12/2022	\$0.00
191	Clickbooth.com, LLC - DBA Perform[cb]	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 10/20/2022	\$0.00
192	Clickbooth.com, LLC - DBA Perform[cb]	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 10/20/2022	\$0.00
193	Commission Junction	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
194	CompuAssists LLC (After School Finance)	Credit.com, Inc.	Network Publisher Addendum Dated 09/23/2021	\$0.00
195	CompuAssists LLC (After School Finance)	Credit.com, Inc.	Publisher Insertion Order Dated 09/23/2021	\$0.00
196	CompuAssists LLC (After School Finance)	Credit.com, Inc.	Terms and Conditions Dated 07/09/2021	\$0.00
197	CompuNet	Progrexion ASG, Inc.	Citrix Support Agreement Dated 04/25/2022	\$0.00
198	CompuNet	Progrexion ASG, Inc.	Pure Storage Phase 1 Dated 09/06/2022	\$0.00
199	CompuNet	Progrexion ASG, Inc.	Pure Storage Phase 2 Dated 10/19/2022	\$0.00
200	CompuNet	Progrexion ASG, Inc.	Pure Storage Phase 3 Dated 12/01/2022	\$0.00
201	CompuNet	Progrexion ASG, Inc.	Software Agreement Dated 01/01/2023	\$0.00
202	CompuNet	Progrexion ASG, Inc.	Software Agreement Dated 01/04/2023	\$0.00
203	CompuNet	Progrexion ASG, Inc.	Warranty and Support Agreement Dated 02/01/2023	\$0.00
204	CompuNet	Progrexion ASG, Inc.	Software Agreement Dated 06/16/2022	\$0.00
205	CompuNet, Inc.	Progrexion ASG, Inc.	Operations & Maintenance Agreement (SAAS)	\$0.00
206	Concussion Media Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
207	Conga	Progrexion ASG, Inc.	Software License Agreement Dated 03/30/2023	\$0.00
208	Conga	Progrexion ASG, Inc.	Technology Services Agreement Dated 10/31/2020	\$0.00
209	Connor Group	PGX Holdings, Inc.	Statement of Work	\$0.00
210	Connor Group	Progrexion ASG, Inc.	Accounting and Advisory Services Agreement	\$0.00
211	CONSUMER REVIEWS, LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 04/26/2021	\$0.00
212	ConsumerAffairs	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
213	ConsumerDirect, Inc.	Progrexion ASG, Inc.	Integration Services Agreement Dated 05/11/2023	\$0.00
214	Consumers Advocate Group	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
215	Consumers Unified, LLC	Progrexion ASG, Inc.	Marketing Agreement Dated 12/01/2021	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
216	Consumers Unified, LLC	Progrexion Marketing, Inc.	Master Services Agreement	\$0.00
217	Consumers Unified, LLC	Progrexion Marketing, Inc.	Referral Insertion Order	\$0.00
218	Consumers Unified, LLC	Progrexion Marketing, Inc.	Terms and Conditions	\$0.00
219	Consumers Unified, LLC	Progrexion Marketing, Inc.	Terms and Conditions dated 02/23/2021	\$0.00
220	ConsumerTrack Inc	Credit.com, Inc.	Insertion Order Dated 01/26/2022	\$0.00
221	ConsumerTrack Inc	Credit.com, Inc.	ConsumerTrack Q1 2022 Insertion Order	\$0.00
222	ConsumerTrack Inc	Credit.com, Inc.	Insertion Order Dated 01/11/2022	\$0.00
223	ConsumerTrack Inc	Credit.com, Inc.	Insertion Order	\$0.00
224	ConsumerTrack Inc	Credit.com, Inc.	Insertion Order Dated 01/19/2021	\$0.00
225	ConsumerTrack Inc	Credit.com, Inc.	Insertion Order Dated 02/01/2022	\$0.00
226	ConsumerTrack Inc	Credit.com, Inc.	Insertion Order Dated 04/01/2022	\$0.00
227	ConsumerTrack Inc	Credit.com, Inc.	Insertion Order Dated 04/29/2022	\$0.00
228	ConsumerTrack Inc	Credit.com, Inc.	Insertion Order Dated 05/01/2021	\$0.00
229	ConsumerTrack Inc	Credit.com, Inc.	Marketing Agreement Dated 08/21/2020	\$0.00
230	ConsumerTrack Inc	Credit.com, Inc.	Publisher Insertion Order Dated 02/01/2023	\$0.00
231	ConsumerTrack Inc	Credit.com, Inc.	Publisher Insertion Order Dated 02/02/2022	\$0.00
232	ConsumerTrack Inc	Credit.com, Inc.	Publisher Insertion Order Dated 02/04/2021	\$0.00
233	ConsumerTrack Inc	Credit.com, Inc.	Publisher Insertion Order Dated 04/01/2023	\$0.00
234	ConsumerTrack Inc	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 01/29/2021	\$0.00
235	ConsumerTrack Inc	Progrexion Marketing, Inc.	Statement of Work Dated 09/16/2022	\$0.00
236	Content Square, Inc.	Progrexion Marketing, Inc.	Master Services Agreement Dated 01/04/2022	\$0.00
237	Convergence One, Inc.	Progrexion ASG, Inc.	Software Agreement Dated 03/23/2023	\$0.00
238	ConvergeOne	Progrexion ASG, Inc.	Annual Maintenance Agreement Dated 03/22/2021	\$0.00
239	ConvergeOne	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 02/16/2015	\$0.00
240	ConvergeOne	Progrexion ASG, Inc.	Software License Agreement Dated 02/24/2021	\$0.00
241	ConvergeOne	Progrexion ASG, Inc.	Statement of Work Dated 02/22/2022	\$0.00
242	ConvergeOne	Progrexion ASG, Inc.	Statement of Work Dated 07/22/2021	\$0.00
243	ConvergeOne	Progrexion ASG, Inc.	Statement of Work Dated 08/06/2021	\$0.00
244	Conversion Kings LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
245	Credit Sesame, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
246	Creditrepair.com, Inc.	Credit.com, Inc.	Network Publisher Addendum Dated 05/03/2022	\$0.00
247	Creditrepair.com, Inc.	Credit.com, Inc.	Network Publisher Addendum Dated 05/03/2022	\$0.00
248	Creditrepair.com, Inc.	Credit.com, Inc.	Terms and Conditions Dated 03/31/2022	\$0.00
249	Creditrepair.com, Inc.	Creditrepair.com, Inc.	Publisher Insertion Order Dated 04/01/2022	\$0.00
250	Creek View Digital LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
251	CrossFuze	Progrexion ASG, Inc.	Change Order Agreement for Additional Hours Dated 07/24/2021	\$0.00
252	CrossFuze	Progrexion ASG, Inc.	Master Services Agreement Dated 06/12/2020	\$0.00
253	CrossFuze	Progrexion ASG, Inc.	Statement of Work	\$0.00
254	CrossFuze	Progrexion ASG, Inc.	Statement of Work Dated 05/18/2021	\$0.00
255	CrossFuze	Progrexion ASG, Inc.	Statement of Work Dated 06/20/2020	\$0.00
256	CrossFuze	Progrexion ASG, Inc.	Statement of Work Dated 07/01/2020	\$0.00
257	Crowd Content Media, Inc.	Progrexion Marketing, Inc.	Content Services Agreement Dated 05/09/2019	\$0.00
258	Crowd Content Media, Inc.	Progrexion Marketing, Inc.	Master Services Agreement Dated 04/10/2023	\$0.00



Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
259	Crowd Content Media, Inc.	Progrexion Marketing, Inc.	Master Services Agreement Dated 04/17/2023	\$0.00
260	Crowd Content Media, Inc.	Progrexion Marketing, Inc.	Statement of Work Dated 01/03/2022	\$0.00
261	Crowd Content Media, Inc.	Progrexion Marketing, Inc.	Statement of Work Dated 02/01/2023	\$0.00
262	Crowd Content Media, Inc.	Progrexion Marketing, Inc.	Statement of Work Dated 02/16/2022	\$0.00
263	Crowd Content Media, Inc.	Progrexion Marketing, Inc.	Terms and Conditions	\$0.00
264	CT corp	PGX Holdings, Inc.	License Agreement	\$1,628.04
265	CT Corporation System	Progrexion ASG, Inc.	Business License Service Order Form Dated 09/05/2019	\$0.00
266	CT Corporation System	Progrexion ASG, Inc.	Powers of Attorney Dated 09/12/2019	\$0.00
267	CVE Technologies Group	Progrexion ASG, Inc.	Software Agreement Dated 02/01/2023	\$0.00
268	CVE Technologies Group	Progrexion ASG, Inc.	Software Agreement Dated 01/27/2023	\$0.00
269	CVE Technologies Group	Progrexion ASG, Inc.	Software Agreement Dated 04/01/2023	\$0.00
270	CVE Technologies Group	Progrexion ASG, Inc.	Software Agreement Dated 04/26/2023	\$0.00
271	Cx3 Ads	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
272	D2 Interactive	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
273	Data Axle, Inc	Progrexion Marketing, Inc.	Direct Mail Agreement Dated 12/14/2020	\$0.00
274	Data Axle, Inc	Progrexion Marketing, Inc.	Statement of Work Dated 01/12/2021	\$0.00
275	Data Axle, Inc	Progrexion Marketing, Inc.	Statement of Work Dated 02/18/2022	\$0.00
276	Data Axle, Inc	Progrexion Marketing, Inc.	Statement of Work Dated 04/05/2021	\$0.00
277	Data Axle, Inc	Progrexion Marketing, Inc.	Statement of Work Dated 08/09/2021	\$0.00
278	Data Axle, Inc	Progrexion Marketing, Inc.	Statement of Work Dated 10/28/2020	\$0.00
279	Data Central LLC	Progrexion Marketing, Inc.	Terms and Conditions & Insertion Order Dated 03/16/2022	\$0.00
280	Data Dome	Progrexion ASG, Inc.	Operations & Maintenance Agreement (SAAS) Dated 04/26/2021	\$0.00
281	Data Dome	Progrexion ASG, Inc.	Software Agreement Dated 04/26/2022	\$0.00
282	Data Dome	Progrexion ASG, Inc.	Statement of Work Dated 04/05/2022	\$0.00
283	Data Dome	Progrexion ASG, Inc.	Statement of Work Dated 12/08/2022	\$0.00
284	DDR Media, LLC.	Credit.com, Inc.	Marketing Agreement Dated 04/24/2020	\$0.00
285	DDR Media, LLC.	Credit.com, Inc.	Network Publisher Addendum Dated 09/04/2020	\$0.00
286	DDR Media, LLC.	Credit.com, Inc.	Publisher Insertion Order Dated 03/15/2021	\$0.00
287	DDR Media, LLC.	Credit.com, Inc.	Publisher Insertion Order Dated 06/09/2022	\$0.00
288	DDR Media, LLC.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 02/08/2021	\$0.00
289	Debt Settlement Group, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
290	Debt Watch Dogs LLC	Credit.com, Inc.	Marketing Agreement Dated 05/14/2020	\$0.00
291	Debt Watch Dogs LLC	Credit.com, Inc.	Network Publisher Addendum Dated 09/21/2020	\$0.00
292	Debt Watch Dogs LLC	Credit.com, Inc.	Publisher Insertion Order Dated 02/09/2021	\$0.00
293	Debt Watch Dogs LLC	Progrexion Marketing, Inc.	Terms and Conditions Dated 01/29/2021	\$0.00
294	Deepak Verma dba Try My Solutions	Progrexion Marketing, Inc.	Marketing Agreement Dated 10/27/2020	\$0.00
295	Deepak Verma dba Try My Solutions	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 02/16/2021	\$0.00
296	Delta Dental Insurance Company	Progrexion Holdings, Inc.	Benefits Agreement Dated 01/01/2023	\$0.00
297	Derivative Path Hedging Solutions, Inc.	PGX Holdings, Inc.	Engagement Letter Dated 03/10/2022	\$0.00
298	Derivative Path Hedging Solutions, Inc.	Progrexion ASG, Inc.	Master Agreement Dated 05/01/2022	\$0.00
299	Diablo Media, LLC	Credit.com, Inc.	Standard Terms and Conditions Dated 07/29/2020	\$0.00
300	Diablo Media, LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 07/29/2022	\$0.00
301	DIANOMI, INC.	Progrexion Marketing, Inc.	Advertising Agreement Dated 03/01/2021	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
302	DIANOMI, INC.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 04/19/2021	\$0.00
303	DIANOMI, INC.	Progrexion Marketing, Inc.	Renewal of Master Contract Dated 06/01/2021	\$0.00
304	Digital Brands, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
305	Digital Media Solutions	Progrexion Marketing, Inc.	Master Services Agreement Dated 02/08/2023	\$0.00
306	Digital Media Solutions	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
307	Dima Marketing, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
308	Direct Market LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
309	Direct Results Radio, Inc.	Progrexion Marketing, Inc.	Marketing Agreement Dated 07/21/2022	\$0.00
310	Direct Results Radio, Inc.	Progrexion Marketing, Inc.	Master Services Agreement Dated 07/14/2022	\$0.00
311	Direct2Market Digital Media Solutions LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
312	Divvy Media	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
313	DoHardMoney.com, Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
314	DSI Distributing Inc	Progrexion Marketing, Inc.	Amendment to Master Services Agreement Dated 04/07/2022	\$0.00
315	DSI Distributing Inc	Progrexion Marketing, Inc.	Marketing Agreement Dated 05/24/2021	\$0.00
316	Dteckt, Inc.	Credit.com, Inc.	Marketing Agreement Dated 05/10/2022	\$0.00
317	Dteckt, Inc.	Progrexion ASG, Inc.	Master Agreement Dated 01/01/2022	\$0.00
318	Dteckt, Inc.	Progrexion ASG, Inc.	Services Agreement Dated 01/01/2022	\$0.00
319	Dteckt, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 08/05/2021	\$0.00
320	Dteckt, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 08/05/2021	\$0.00
321	Dteckt, Inc.	Progrexion ASG, Inc.	Master Services Agreement Dated 08/05/2021	\$0.00
322	Dynamic Data Strategies, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
323	Early Warning Services	Progrexion ASG, Inc.	Service Alert Reseller Agreement Dated 02/26/2019	\$0.00
324	Elite Fulfillment Group, LLC	Credit.com, Inc.	Master Services Agreement Dated 06/01/2019	\$115.50
325	Elite Fulfillment Group, LLC	Progrexion ASG, Inc.	Master Services Agreement Dated 12/23/2019	\$0.00
326	EliteFin Tech	Progrexion Marketing, Inc.	Marketing Agreement	\$0.00
327	EliteFin Tech LLC	Progrexion Marketing, Inc.	Terms and Conditions & Insertion Order Dated 03/04/2022	\$0.00
328	Emergent DC LLC	Progrexion ASG, Inc.	Lobbying Agreement	\$0.00
329	EngineFish LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
330	Equifax Enterprise Services LLC	Credit.com, Inc.	Consumer Agent Agreement Dated 04/01/2023	\$17,196.00
331	Equifax Enterprise Services LLC	Credit.com, Inc.	Consumer Agent Agreement Dated 05/19/2020	\$0.00
332	Equifax Enterprise Services LLC	Creditrepair.com, Inc.	1st Amendment to the Consumer Agent Agreement Dated 02/15/2018	\$0.00
333	Equifax Enterprise Services LLC	Creditrepair.com, Inc.	Addendum to Security Policy Dated 04/01/2023	\$0.00
334	Equifax Enterprise Services LLC	Creditrepair.com, Inc.	Amendment to the Consumer Agent Agreement Dated 10/28/2019	\$0.00
335	Equifax Enterprise Services LLC	Creditrepair.com, Inc.	Consumer Agent Agreement Dated 06/25/2012	\$0.00
336	Equifax Enterprise Services LLC	Creditrepair.com, Inc.	Consumer Agent Agreement Rate Change Dated 04/01/2017	\$0.00
337	Equifax Enterprise Services LLC	Progrexion ASG, Inc.	IXI Services Dated 08/11/2022	\$0.00
338	Equifax Enterprise Services LLC	Progrexion IP, Inc.	Identity Fraud Services Test Agreement Dated 06/19/2013	\$0.00
339	Equifax Enterprise Services LLC	Progrexion Marketing, Inc.	Amendment to Join Dev Agmt Rates Dated 04/01/2017	\$0.00
340	Equifax Enterprise Services LLC	Progrexion Marketing, Inc.	Amendment to Join Dev Agmt Rates Dated 10/31/2011	\$0.00
341	Equifax Enterprise Services LLC	Progrexion Marketing, Inc.	International Access and Use Addendum Dated 02/16/2018	\$0.00
342	Equifax Enterprise Services LLC	Progrexion Marketing, Inc.	Joint Development Agreement Dated 01/31/2011	\$0.00
343	Equifax Enterprise Services LLC	Progrexion Marketing, Inc.	Joint Development Agreement Dated 08/10/2022	\$0.00
344	Equifax Enterprise Services LLC	Progrexion Marketing, Inc.	Master Agreement Dated 07/15/2019	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
345	Equifax Enterprise Services LLC	Progrexion Marketing, Inc.	Master Services Agreement Dated 10/23/2018	\$0.00
346	Equifax Enterprise Services LLC	Progrexion Marketing, Inc.	Order Form Amendment #1 Dated 08/01/2022	\$0.00
347	Equifax Enterprise Services LLC	Progrexion Marketing, Inc.	Services Agreement Dated 02/01/2023	\$0.00
348	Equifax Enterprise Services LLC	Progrexion Marketing, Inc.	Statement of Work Dated 07/07/2020	\$0.00
349	Equifax Enterprise Services LLC	Progrexion Marketing, Inc.	Statement of Work Dated 10/23/2018	\$0.00
350	Eric M. Kamerath & Associates, PLLC	Progrexion ASG, Inc.	Engagement Agreement Dated 01/01/2011	\$0.00
351	Even Financial Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
352	Even Financial, Inc.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 02/03/2023	\$0.00
353	Everfi, Inc	Progrexion ASG, Inc.	Services Agreement Dated 12/17/2021	\$0.00
354	Everfi, Inc.	Progrexion ASG, Inc.	Services Agreement Dated 02/11/2022	\$0.00
355	Everfi, Inc.	Progrexion ASG, Inc.	Services Agreement Dated 12/17/2021	\$0.00
356	Everflow Technologies, Inc.	Progrexion Marketing, Inc.	Everflow Tracking Platform Agreement Dated 06/11/2021	\$580.66
357	E-Verified/Tracker	Progrexion ASG, Inc.	Service Agreement	\$0.00
358	Experian Marketing Solutions LLC	Credit.com, Inc.	4th Amendment to Premium Prequalification Supplement of Standard Terms and Conditions Dated 09/16/2013	\$0.00
359	Experian Marketing Solutions LLC	Credit.com, Inc.	Acknowledgement of Remote Working Dated 03/17/2022	\$0.00
360	Experian Marketing Solutions LLC	Credit.com, Inc.	Addendum to Multi-Factor Authentication Services Dated 02/07/2022	\$0.00
361	Experian Marketing Solutions LLC	Credit.com, Inc.	Amendment to Pricing Addendum Dated 01/01/2021	\$0.00
362	Experian Marketing Solutions LLC	Credit.com, Inc.	Amendment to Pricing Addendum Dated 04/01/2018	\$0.00
363	Experian Marketing Solutions LLC	Credit.com, Inc.	Amendment to Pricing Addendum Dated 04/22/2022	\$0.00
364	Experian Marketing Solutions LLC	Credit.com, Inc.	Amendment to Pricing Addendum Dated 05/23/2017	\$0.00
365	Experian Marketing Solutions LLC	Credit.com, Inc.	Amendment to Standard Terms and Conditions Precise ID Supplement Dated 06/18/2014	\$0.00
366	Experian Marketing Solutions LLC	Credit.com, Inc.	Analytical Services Schedule Dated 09/16/2021	\$0.00
367	Experian Marketing Solutions LLC	Credit.com, Inc.	Certification of FCRA Permissible Purpose Dated 01/18/2023	\$0.00
368	Experian Marketing Solutions LLC	Credit.com, Inc.	CrossCore Contract Dated 09/01/2021	\$0.00
369	Experian Marketing Solutions LLC	Credit.com, Inc.	Data Quality Terms and Conditions Dated 09/23/2015	\$0.00
370	Experian Marketing Solutions LLC	Credit.com, Inc.	Data Services Agreement Dated 05/28/2014	\$0.00
371	Experian Marketing Solutions LLC	Credit.com, Inc.	Data Services Agreement Dated 11/16/2018	\$0.00
372	Experian Marketing Solutions LLC	Credit.com, Inc.	Publisher Insertion Order Dated 09/01/2021	\$0.00
373	Experian Marketing Solutions LLC	Credit.com, Inc.	Standard Terms and Conditions Dated 03/26/2015	\$0.00
374	Experian Marketing Solutions LLC	Credit.com, Inc.	Standard Terms and Conditions Dated 03/26/2015	\$0.00
375	Experian Marketing Solutions LLC	Credit.com, Inc.	Standard Terms and Conditions Dated 04/07/2016	\$0.00
376	Experian Marketing Solutions LLC	Credit.com, Inc.	Standard Terms and Conditions Dated 04/11/2016	\$0.00
377	Experian Marketing Solutions LLC	Credit.com, Inc.	Standard Terms and Conditions Dated 04/17/2013	\$0.00
378	Experian Marketing Solutions LLC	Credit.com, Inc.	Statement of Work Dated 02/01/2021	\$0.00
379	Experian Marketing Solutions LLC	Credit.com, Inc.	Statement of Work Dated 03/01/2023	\$0.00
380	Experian Marketing Solutions LLC	Credit.com, Inc.	Statement of Work Dated 04/01/2015	\$0.00
381	Experian Marketing Solutions LLC	Credit.com, Inc.	Statement of Work Dated 06/11/2020	\$0.00
382	Experian Marketing Solutions LLC	Credit.com, Inc.	Statement of Work Dated 11/01/2021	\$0.00
383	Experian Marketing Solutions LLC	Credit.com, Inc.	Terms and Conditions Dated 01/26/2012	\$0.00
384	Experian Marketing Solutions LLC	Credit.com, Inc.	Terms and Conditions Dated 02/25/2013	\$0.00
385	Experian Marketing Solutions LLC	Credit.com, Inc.	Third Party Insertion Order Dated 01/22/2014	\$0.00
386	Experian Marketing Solutions LLC	Credit.com, Inc.	Third Party Insertion Order Dated 01/22/2014	\$0.00
387	Experian Marketing Solutions LLC	Credit.com, Inc.	Third Party Insertion Order Dated 03/26/2015	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
388	Experian Marketing Solutions LLC	Credit.com, Inc.	Third Party Insertion Order Dated 04/11/2016	\$0.00
389	Experian Marketing Solutions LLC	Credit.com, Inc.	Third Party Insertion Order Dated 04/29/2013	\$0.00
390	Experian Marketing Solutions LLC	Credit.com, Inc.	Third Party Insertion Order Dated 05/16/2017	\$0.00
391	Experian Marketing Solutions LLC	Credit.com, Inc.	Third Party Insertion Order Dated 07/19/2016	\$0.00
392	Experian Marketing Solutions LLC	Credit.com, Inc.	Third Party Insertion Order Dated 08/17/2017	\$284,584.96
393	Experian Marketing Solutions LLC	Credit.com, Inc.	Third Party Insertion Order Dated 11/13/2013	\$0.00
394	Experian Marketing Solutions LLC	Creditrepair.com, Inc.	Access Addendum Dated 03/03/2022	\$0.00
395	Experian Marketing Solutions LLC	Creditrepair.com, Inc.	Acknowledgement of Remote Working Agreement Dated 03/17/2022	\$0.00
396	Experian Marketing Solutions LLC	Creditrepair.com, Inc.	Addendum to FPCEs Reseller Services Agreement and Standard Terms and Conditions Dated 02/18/2022	\$0.00
397	Experian Marketing Solutions LLC	Creditrepair.com, Inc.	Addendum to FPCEs Reseller Services Agreement and Standard Terms and Conditions Dated 02/24/2022	\$0.00
398	Experian Marketing Solutions LLC	Creditrepair.com, Inc.	Analytical Services Schedule	\$0.00
399	Experian Marketing Solutions LLC	Creditrepair.com, Inc.	Elements Suppression Waiver Packet Dated 12/09/2015	\$0.00
400	Experian Marketing Solutions LLC	Creditrepair.com, Inc.	Publisher Insertion Order Dated 09/01/2021	\$0.00
401	Experian Marketing Solutions LLC	Creditrepair.com, Inc.	Standard Terms and Conditions Dated 12/14/2015	\$0.00
402	Experian Marketing Solutions LLC	Creditrepair.com, Inc.	Standard Terms and Conditions Dated 12/14/2015	\$0.00
403	Experian Marketing Solutions LLC	Progrexion ASG, Inc.	Data Services Agreement Dated 04/30/2018	\$0.00
404	Experian Marketing Solutions LLC	Progrexion ASG, Inc.	Data Services Agreement Dated 04/30/2018	\$0.00
405	Experian Marketing Solutions LLC	Progrexion ASG, Inc.	Data Services Agreement Dated 05/15/2018	\$0.00
406	Experian Marketing Solutions LLC	Progrexion ASG, Inc.	Data Services Agreement Dated 06/11/2018	\$0.00
407	Experian Marketing Solutions LLC	Progrexion ASG, Inc.	Data Services Agreement Dated 06/11/2018	\$0.00
408	Experian Marketing Solutions LLC	Progrexion ASG, Inc.	Standard Terms and Conditions Dated 08/06/2015	\$0.00
409	Experian Marketing Solutions LLC	Progrexion ASG, Inc.	Standard Terms and Conditions Dated 11/02/2021	\$0.00
410	Experian Marketing Solutions LLC	Progrexion ASG, Inc.	Statement of Work Dated 01/12/2022	\$0.00
411	Experian Marketing Solutions LLC	Progrexion ASG, Inc.	Statement of Work Dated 01/31/2022	\$0.00
412	Experian Marketing Solutions LLC	Progrexion ASG, Inc.	Statement of Work Dated 10/16/2018	\$0.00
413	Experian Marketing Solutions LLC	Progrexion ASG, Inc.	Sub-Agent Use Agreement Amendment Dated 01/05/2023	\$0.00
414	Experian Marketing Solutions LLC	Progrexion Marketing, Inc.	Change Order 1 to Statement of Work #1 to PGNM Standard Terms & Conditions Dated 09/11/2014	\$0.00
415	Experian Marketing Solutions LLC	Progrexion Marketing, Inc.	Statement of Work Dated 04/25/2014	\$0.00
416	Experian Marketing Solutions LLC	Progrexion Marketing, Inc.	Statement of Work Dated 04/25/2015	\$0.00
417	Experian Marketing Solutions LLC	Progrexion Marketing, Inc.	Terms and Conditions Dated 04/25/2014	\$0.00
418	EyeMed	Progrexion ASG, Inc.	Benefits Agreement	\$0.00
419	EZ Rent to Own	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
420	Facebook Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
421	Fair Isaac Corporation	Credit.com, Inc.	Pricing Agreement Dated 01/01/2023	\$0.00
422	Fair Isaac Corporation	Creditrepair.com, Inc.	Pricing Agreement Dated 01/01/2023	\$0.00
423	Fair Isaac Corporation	Creditrepair.com, Inc.	Reseller Services Agreement Dated 03/15/2016	\$0.00
424	Fair Isaac Corporation	Progrexion ASG, Inc.	Pricing Agreement Dated 01/01/2023	\$162,661.57
425	Fair Isaac Corporation	Progrexion ASG, Inc.	Reseller Services Agreement Dated 03/14/2019	\$0.00
426	Fair Isaac Corporation	Progrexion ASG, Inc.	Reseller Services Agreement Dated 12/20/2016	\$0.00
427	Fair Isaac Corporation	Progrexion Marketing, Inc.	Standard Terms and Conditions Dated 01/15/2018	\$0.00
428	Fair Isaac Corporation	Progrexion Marketing, Inc.	Standard Terms and Conditions Dated 01/25/2018	\$0.00
429	Fastly, Inc.	Progrexion ASG, Inc.	Master Subscription Agreement Dated 02/23/2018	\$1,375.97
430	Fastly, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 03/01/2023	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
431	FFE SOLUTIONS GROUP, LLC	Progrexion ASG, Inc.	Statement of Work Dated 06/06/2022	\$289.03
432	Figg, Inc.	Progrexion Marketing, Inc.	Marketing Agreement Dated 01/01/2023	\$0.00
433	Figg, Inc.	Progrexion Marketing, Inc.	Marketing Agreement Dated 01/01/2023	\$0.00
434	Finance Matrix, LLC	Progrexion Marketing, Inc.	Terms and Conditions & Insertion Order Dated 03/01/2022	\$0.00
435	Five Star Media LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
436	Fleet Financial	Progrexion Marketing, Inc.	Marketing Agreement Dated 12/06/2022	\$0.00
437	Flex Marketing Group LLC	Credit.com, Inc.	Insertion Order Dated 02/08/2022	\$0.00
438	Flex Marketing Group LLC	Credit.com, Inc.	Marketing Agreement Dated 03/04/2021	\$0.00
439	Flex Marketing Group LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 07/15/2021	\$0.00
440	Flexential	Progrexion ASG, Inc.	Bandwidth Increase Agreement Dated 01/22/2021	\$0.00
441	Flexential	Progrexion ASG, Inc.	Master Services Agreement Dated 12/07/2005	\$2,830.85
442	Flexential	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 01/11/2022	\$0.00
443	Flexential	Progrexion ASG, Inc.	Statement of Work Dated 12/01/2022	\$0.00
444	FlexOffers.com, LLC	Progrexion Marketing, Inc.	Agreement and Insertion Order Dated 07/08/2022	\$0.00
445	Flexpay	Progrexion ASG, Inc.	Master Services Agreement Dated 06/08/2022	\$0.00
446	FlexPay	Progrexion Marketing, Inc.	Operations & Maintenance Agreement Dated 06/14/2022	\$0.00
447	Fluent LLC	Progrexion Marketing, Inc.	Terms and Conditions Dated 06/01/2021	\$0.00
448	Fluent, LLC	Progrexion Marketing, Inc.	Standard Terms and Conditions Dated 02/21/2017	\$0.00
449	Fluent, LLC	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 10/06/2021	\$0.00
450	Foley & Lardner LLP	Progrexion ASG, Inc.	Professional Services Agreement Dated 07/26/2022	\$0.00
451	Forbes Marketplace Holdings Ltd	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
452	Fortunly	Progrexion Marketing, Inc.	Terms and Conditions Dated 08/30/2022	\$0.00
453	Funnel, Inc.,	Progrexion Marketing, Inc.	Annual Subscription Agreement Dated 06/23/2023	\$0.00
454	Gallagher Group	Progrexion ASG, Inc.	Benefits Broker Agreement	\$0.00
455	Gartner	Progrexion ASG, Inc.	Service Agreement	\$0.00
456	Gartner	Progrexion ASG, Inc.	Service Agreement	\$0.00
457	Gartner Inc- Executive Programs Leadership	Progrexion ASG, Inc.	Services Agreement Dated 01/01/2023	\$0.00
458	Gartner, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 09/01/2022	\$0.00
459	Gartner, Inc.	Progrexion Holdings, Inc.	Operations & Maintenance Agreement Dated 11/01/2021	\$0.00
460	Gearset	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 07/01/2021	\$0.00
461	Gearset	Progrexion ASG, Inc.	Software License Agreement	\$0.00
462	Gearset	Progrexion ASG, Inc.	Software License Agreement Dated 07/22/2021	\$0.00
463	Gearset	Progrexion ASG, Inc.	Software License Agreement Dated 09/01/2022	\$0.00
464	Gearset	Progrexion ASG, Inc.	Software License Agreement Dated 09/20/2021	\$0.00
465	Geist Media	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
466	GeistM	Progrexion Marketing, Inc.	Marketing Agreement Dated 03/10/2022	\$0.00
467	General LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
468	Genesis Bankcard Services, Inc.	Credit.com, Inc.	Marketing Agreement Dated 06/09/2016	\$0.00
469	Genesis Bankcard Services, Inc.	Progrexion Marketing, Inc.	1st Amendment to Legacy Network Marketing Agreement Dated 03/22/2022	\$0.00
470	GET ABOVE THE FOLD INC	Progrexion Marketing, Inc.	Direct Mail Campaign Amendment Dated 07/01/2021	\$0.00
471	GET ABOVE THE FOLD INC	Progrexion Marketing, Inc.	Marketing Agreement Dated 04/12/2021	\$0.00
472	GitLab Inc.	Progrexion ASG, Inc.	Operations & Maintenance Agreement (SAAS) Dated 10/20/2020	\$0.00
473	GitLab Inc.	Progrexion ASG, Inc.	Software Agreement Dated 10/20/2022	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
474	GitLab Inc.	Progrexion ASG, Inc.	Statement of Work Dated 10/20/2021	\$0.00
475	Glassbox US Inc.	Progrexion Marketing, Inc.	Marketing Agreement Dated 02/07/2023	\$0.00
476	Glassbox US Inc.	Progrexion Marketing, Inc.	Statement of Work Dated 03/18/2023	\$0.00
477	Glassbox US Inc.	Progrexion Marketing, Inc.	Statement of Work Dated 09/06/2022	\$0.00
478	Google inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
479	Hawthorne Direct, LLC	Progrexion Marketing, Inc.	Master Services Agreement Dated 11/13/2018	\$1,233,519.21
480	Hexaware	PGX Holdings, Inc.	Statement of Work Dated 01/13/2021	\$0.00
481	Hexaware	Progrexion ASG, Inc.	Additional Security Agreement Dated 12/02/2021	\$0.00
482	Hexaware	Progrexion ASG, Inc.	Change notice to extend TSS Hexaware resource use for 1 year Dated 07/31/2021	\$0.00
483	Hexaware	Progrexion ASG, Inc.	Change Request for Parent Statement of Work Dated 01/13/2021	\$0.00
484	Hexaware	Progrexion ASG, Inc.	Date Extension Agreement Dated 05/14/2021	\$0.00
485	Hexaware	Progrexion ASG, Inc.	Master Services Agreement Dated 12/01/2021	\$0.00
486	Hexaware	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 01/27/2021	\$0.00
487	Hexaware	Progrexion ASG, Inc.	Professional Services Agreement Dated 07/13/2020	\$0.00
488	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 01/25/2021	\$0.00
489	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 01/28/2022	\$0.00
490	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 02/08/2021	\$0.00
491	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 03/01/2021	\$121,734.50
492	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 03/02/2022	\$0.00
493	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 03/04/2021	\$0.00
494	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 03/13/2021	\$0.00
495	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 03/15/2021	\$0.00
496	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 03/21/2021	\$0.00
497	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 04/16/2021	\$0.00
498	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 05/13/2021	\$0.00
499	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 06/01/2021	\$0.00
500	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 08/01/2020	\$0.00
501	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 08/01/2021	\$0.00
502	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 08/04/2021	\$0.00
503	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 08/20/2021	\$0.00
504	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 09/03/2021	\$0.00
505	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 10/02/2021	\$0.00
506	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 10/15/2020	\$0.00
507	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 11/02/2020	\$0.00
508	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 11/11/2021	\$0.00
509	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 11/22/2021	\$0.00
510	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 12/13/2022	\$0.00
511	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 12/13/2022	\$0.00
512	Hexaware	Progrexion ASG, Inc.	Statement of Work Dated 12/14/2020	\$0.00
513	Hexaware	Progrexion Marketing, Inc.	Statement of Work	\$0.00
514	Hexaware	Progrexion Teleservices, Inc.	Statement of Work Dated 12/01/2021	\$0.00
515	Hexaware Technologies, Ltd.	Progrexion ASG, Inc.	Amendment to Professional Service Agreement Dated 09/13/2022	\$0.00
516	Hexaware Technologies, Ltd.	Progrexion ASG, Inc.	Master Service Agreement Dated 03/08/2021	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
517	Hexaware Technologies, Ltd.	Progrexion ASG, Inc.	Master Services Agreement Dated 12/01/2021	\$0.00
518	Hexaware Technologies, Ltd.	Progrexion ASG, Inc.	Statement of Work Amendment Dated 07/22/2022	\$0.00
519	Hexaware Technologies, Ltd.	Progrexion ASG, Inc.	Statement of Work Dated 01/25/2022	\$0.00
520	Hexaware Technologies, Ltd.	Progrexion ASG, Inc.	Statement of Work Dated 12/01/2021	\$0.00
521	Hexaware Technologies, Ltd.	Progrexion Teleservices, Inc.	Statement of Work Amendment	\$0.00
522	Hexaware Technologies, Ltd.	Progrexion Teleservices, Inc.	Statement of Work Dated 03/11/2022	\$0.00
523	Higher Power Marketing	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
524	Holland & Hart	Progrexion ASG, Inc.	Engagement Agreement Dated 02/24/2014	\$0.00
525	Holland & Hart	Progrexion ASG, Inc.	Engagement Letter Dated 09/27/2018	\$0.00
526	HooDoo Digital, LLC	Creditrepair.com, Inc.	Change Order for CreditRepair.com Client Site AEM Implementation Dated 03/08/2021	\$184,905.25
527	HooDoo Digital, LLC	Progrexion ASG, Inc.	IT Technical Support Agreement Dated 04/19/2021	\$0.00
528	HooDoo Digital, LLC	Progrexion ASG, Inc.	Statement of Work Dated 01/03/2022	\$0.00
529	HooDoo Digital, LLC	Progrexion ASG, Inc.	Statement of Work Dated 08/01/2020	\$0.00
530	HooDoo Digital, LLC	Progrexion ASG, Inc.	Statement of Work Dated 11/15/2021	\$0.00
531	HooDoo Digital, LLC	Progrexion ASG, Inc.	Statement of Work Dated 12/17/2021	\$0.00
532	HooDoo Digital, LLC	Progrexion ASG, Inc.	Master Services Agreement Dated 07/05/2017	\$0.00
533	HooDoo Digital, LLC	Progrexion ASG, Inc.	Statement of Work Dated 02/16/2023	\$0.00
534	Hulu LLC	Progrexion Marketing, Inc.	Standard Terms and Conditions	\$0.00
535	Hulu, LLC	Progrexion Marketing, Inc.	Amended Insertion Order Agreement Dated 03/18/2022	\$0.00
536	Hulu, LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 03/29/2021	\$0.00
537	Hulu, LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 06/01/2021	\$0.00
538	Hulu, LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 07/06/2021	\$0.00
539	Hulu, LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 08/23/2021	\$0.00
540	Hulu, LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 08/30/2021	\$0.00
541	Hulu, LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 09/27/2021	\$0.00
542	Hulu, LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 09/27/2021	\$0.00
543	Hulu, LLC	Progrexion Marketing, Inc.	Terms and Conditions & Insertion Order Dated 11/09/2021	\$0.00
544	Hulu, LLC	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 01/03/2022	\$0.00
545	Hulu, LLC	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 02/07/2022	\$0.00
546	Hulu, LLC	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 09/27/2021	\$0.00
547	Hulu, LLC	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 09/27/2021	\$0.00
548	Hybrid Media Services, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
549	HyperQuake, LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 04/17/2023	\$0.00
550	HyperQuake, LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 12/08/2022	\$30,000.00
551	Ice Water Media Group	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
552	Iconic Results LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
553	iii-interactive LLC, dba Division-D	Progrexion Marketing, Inc.	Master Services Agreement & Insertion Order Dated 03/14/2023	\$0.00
554	Imperial Calls	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
555	Implementation Specialists, Inc.	Progrexion Holdings, Inc.	Implementation Specialists Services Agreement Dated 03/10/2022	\$0.00
556	IntelePeer Cloud Communications LLC	Credit.com, Inc.	Letter of Authorization Dated 05/04/2022	\$0.00
557	IntelePeer Cloud Communications LLC	Progrexion ASG, Inc.	Amendment #2 to Master Service Agreement Dated 03/17/2022	\$0.00
558	IntelePeer Cloud Communications LLC	Progrexion ASG, Inc.	Annual Renewal Agreement Dated 02/17/2022	\$26,916.93
559	IntelePeer Cloud Communications LLC	Progrexion ASG, Inc.	Letter of Authorization Dated 03/25/2022	\$0.00



Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
560	IntelePeer Cloud Communications LLC	Progrexion ASG, Inc.	Letter of Authorization Dated 05/04/2022	\$0.00
561	IntelePeer Cloud Communications LLC	Progrexion ASG, Inc.	Letter of Authorization Dated 05/06/2022	\$0.00
562	IntelePeer Cloud Communications LLC	Progrexion ASG, Inc.	Master Service Agreement Dated 03/08/2019	\$0.00
563	IntelePeer Cloud Communications LLC	Progrexion ASG, Inc.	Master Services Agreement Dated 09/22/2021	\$0.00
564	IntelePeer Cloud Communications LLC	Progrexion ASG, Inc.	Statement of Work Dated 09/22/2021	\$0.00
565	Intercom, Inc.	Progrexion ASG, Inc.	Software License Agreement Dated 10/06/2022	\$0.00
566	Intercom, Inc.	Progrexion ASG, Inc.	Software License Agreement Dated 10/10/2022	\$0.00
567	Iponweb GmbH	Creditrepair.com, Inc.	Marketing Agreement Dated 02/25/2022	\$0.00
568	Iponweb GmbH	Progrexion Marketing, Inc.	Marketing Agreement	\$0.00
569	Iponweb GmbH	Progrexion Marketing, Inc.	Marketing Agreement Dated 02/25/2022	\$0.00
570	Iponweb GmbH	Progrexion Marketing, Inc.	Terms and Conditions Dated 03/22/2022	\$0.00
571	Iponweb GmbH	Progrexion Marketing, Inc.	Terms and Conditions Dated 03/31/2022	\$0.00
572	iSpot.tv, Inc.	Progrexion ASG, Inc.	License Agreement Dated 05/30/2019	\$0.00
573	iSpot.tv, Inc.	Progrexion ASG, Inc.	Marketing Agreement Dated 05/30/2021	\$0.00
574	iSpot.tv, Inc.	Progrexion ASG, Inc.	Marketing Agreement Dated 08/30/2021	\$0.00
575	iSpot.tv, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 03/30/2023	\$0.00
576	iSpot.tv, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 05/26/2022	\$0.00
577	J&C Holdings LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
578	Jakob Group Marketing LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
579	Javelin Strategy(Escalent)	Progrexion Marketing, Inc.	Marketing Agreement Dated 04/30/2021	\$0.00
580	Jellyfish Online Marketing US Ltd	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
581	Jenya	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
582	Jiyuu Marketing LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
583	JMB Marketing, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
584	John C. Heath, Attorney At Law, Professional Corporation	Progrexion ASG, Inc.	Amended and Restated Administrative Services Agreement Dated 09/01/2021	\$0.00
585	John C. Heath, Attorney At Law, Professional Corporation	Progrexion ASG, Inc.	Cross Default Agreement Dated 07/01/2012	\$0.00
586	John C. Heath, Attorney At Law, Professional Corporation	Progrexion ASG, Inc.	Cross Default Agreement Dated 07/01/2012	\$0.00
587	John C. Heath, Attorney At Law, Professional Corporation	Progrexion IP, Inc.	Amended and Restated Intellectual Property Licensing and Custom Software Hosting Services Agreement Dated 09/01/2021	\$0.00
588	John C. Heath, Attorney At Law, Professional Corporation	Progrexion IP, Inc.	Cross Default Agreement Dated 07/01/2012	\$0.00
589	John C. Heath, Attorney At Law, Professional Corporation	Progrexion Marketing, Inc.	Cross Default Agreement Dated 07/01/2012	\$0.00
590	John C. Heath, Attorney At Law, Professional Corporation	Progrexion Marketing, Inc.	Amended and Restated Advertising and Marketing Agreement Dated 09/01/2021	\$0.00
591	John C. Heath, Attorney At Law, Professional Corporation	Progrexion Teleservices, Inc.	Amended and Restated Teleservices Outsourcing Agreement Dated 09/01/2021	\$0.00
592	John C. Heath, Attorney At Law, Professional Corporation	Progrexion Teleservices, Inc.	Cross Default Agreement Dated 07/01/2012	\$0.00
593	Kegler, Brown, Hill & Ritter	Progrexion ASG, Inc.	Engagement Letter for Governmental and Legislative Affairs Services Dated 03/20/2014	\$0.00
594	Kegler, Brown, Hill & Ritter	Progrexion ASG, Inc.	Legal Services Agreement Dated 06/07/2016	\$0.00
595	KLDiscovery Ontrack LLC	PGX Holdings, Inc.	eDiscovery & Document Review Services: Pricing & Terms Agreement Dated 08/17/2021	\$0.00
596	KPMG LLP	PGX Holdings, Inc.	Professional Services Agreement Dated 11/01/2022	\$0.00
597	Launch Potato	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
598	Laura Orts, Over the World Sales	Progrexion Marketing, Inc.	Master Services Agreement Dated 03/15/2022	\$0.00
599	Lead Network LLC	Credit.com, Inc.	Publisher Insertion Order Dated 10/24/2022	\$0.00
600	Lead Network LLC	Credit.com, Inc.	Third Party Insertion Order Dated 10/24/2022	\$0.00
601	Lead Network LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 06/01/2021	\$0.00
602	Lead Network LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 06/18/2021	\$0.00



Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
603	Lead Performance Marketing LLC	Progrexion Marketing, Inc.	Lead Performance Direct Mail Campaign Agreement Dated 08/01/2021	\$0.00
604	Lead Performance Marketing LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 06/01/2021	\$0.00
605	Lead Performance Marketing LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 12/28/2022	\$0.00
606	Lead Performance Marketing LLC	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 07/25/2022	\$0.00
607	Lead Performance Marketing LLC	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 11/30/2021	\$0.00
608	LeadPoint, Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
609	LeadQual, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
610	Leadqual, LLC DBA LQ Digital	eFolks, LLC	Publisher Insertion Order Dated 09/30/2021	\$0.00
611	Leadqual, LLC DBA LQ Digital	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 12/08/2021	\$0.00
612	Legal Brand Marketing	Progrexion Marketing, Inc.	Marketing Agreement Dated 03/29/2023	\$0.00
613	Legalzoom.com Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
614	Lending Tree, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
615	Lendio Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
616	Lenticular	Progrexion ASG, Inc.	Marketing Agreement Dated 11/16/2021	\$0.00
617	Lenticular	Progrexion ASG, Inc.	Software License Agreement Dated 07/01/2021	\$0.00
618	Lincoln Concepts Management, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
619	LinkedIn	Progrexion ASG, Inc.	Service Agreement	\$0.00
620	Linqia, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
621	Littlefield & Peterson	Progrexion ASG, Inc.	Professional Services Agreement	\$0.00
622	Livelntent, Inc.	Progrexion Marketing, Inc.	Marketing Agreement Dated 03/01/2021	\$0.00
623	LiveRamp, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
624	Long Island Web Page Design, Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
625	LOQBOX Savings LLC	Credit.com, Inc.	Master Services Agreement and Statement of Work Dated 12/08/2021	\$0.00
626	LOQBOX Savings LLC	Credit.com, Inc.	Statement of Work Dated 12/13/2021	\$0.00
627	LQ Digital	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
628	Lucid Software	Progrexion ASG, Inc.	Software Agreement Dated 12/13/2022	\$0.00
629	Mach Networks, Inc.	Progrexion ASG, Inc.	SIM Wireless Access for Out of Band network management - M2M	\$10.20
630	MacMurray & Schuster	Progrexion ASG, Inc.	Professional Services Agreement	\$0.00
631	MacMurray & Shuster, LLP	Progrexion ASG, Inc.	Retainer Agreement for Legal Services Dated 05/15/2017	\$0.00
632	Madera Digital LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
633	Madrivo Media	Credit.com, Inc.	Marketing Agreement Dated 01/27/2021	\$0.00
634	Madrivo Media	Credit.com, Inc.	Publisher Insertion Order Dated 10/24/2022	\$0.00
635	Madrivo Media	Credit.com, Inc.	Third Party Insertion Order Dated 10/24/2022	\$0.00
636	Madrivo Media	Credit.com, Inc.	Third Party Insertion Order Dated 10/24/2022	\$0.00
637	Madrivo Media	Progrexion Marketing, Inc.	Marketing Agreement Dated 11/18/2022	\$0.00
638	Marketcall	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 03/16/2022	\$0.00
639	Martin Development Group, Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
640	Match Group, LLC	Progrexion ASG, Inc.	Marketing Agreement Dated 03/01/2021	\$0.00
641	Match Group, LLC	Progrexion ASG, Inc.	Marketing agreement Dated 05/20/2021	\$0.00
642	Match Group, LLC	Progrexion ASG, Inc.	Master Services Agreement Dated 03/01/2021	\$0.00
643	Maximillion Media Group, LLC	Progrexion Marketing, Inc.	Affiliate Master Services Agreement & Insertion Order Dated 01/07/2022	\$0.00
644	Media Nova LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
645	Media Pro Services	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
646	Meta Platforms, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
647	Microsoft Corporation	Progrexion ASG, Inc.	Enterprise Agreement	\$0.00
648	Microsoft Corporation	Progrexion ASG, Inc.	Enterprise Agreement Change Dated 02/26/2021	\$0.00
649	Microsoft Corporation	Progrexion ASG, Inc.	Software Agreement Dated 05/01/2022	\$0.00
650	Microsoft Corporation	Progrexion ASG, Inc.	Software Agreement Dated 06/01/2022	\$0.00
651	Microsoft Corporation	Progrexion ASG, Inc.	Software License Agreement	\$0.00
652	Microsoft Corporation	Progrexion ASG, Inc.	Software License Agreement Dated 06/01/2021	\$0.00
653	Miller Friel, PLLC	Progrexion Holdings, Inc.	Retention and Joint Prosecution Agreement Dated 03/23/2018	\$0.00
654	MNTN	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
655	Mobile Focused Media Inc DBA Intelsio	Progrexion Marketing, Inc.	Master Services Agreement Dated 02/15/2022	\$0.00
656	Mobile Technologies LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
657	Money Group LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
658	Money Group, LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 10/26/2022	\$0.00
659	MoneyDNA, LLC	Credit.com, Inc.	Marketing Agreement Dated 02/16/2022	\$0.00
660	MoneyDNA, LLC	Credit.com, Inc.	Terms and Conditions & Insertion Order Dated 02/16/2022	\$0.00
661	Moss Adams	Progrexion ASG, Inc.	Master Services Agreement Dated 08/19/2021	\$0.00
662	Moss Adams	Progrexion ASG, Inc.	Statement of Work Dated 06/07/2022	\$0.00
663	Moss Adams	Progrexion ASG, Inc.	Statement of Work Dated 09/14/2021	\$0.00
664	Move Sales, Inc. dba Realtor.com	Progrexion Marketing, Inc.	Insertion Order Dated 07/11/2022	\$0.00
665	Move Sales, Inc. dba Realtor.com	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 09/19/2022	\$0.00
666	Mpire Network Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
667	Mulesoft, LLC	Progrexion ASG, Inc.	Professional Services Agreement Dated 07/31/2019	\$0.00
668	Mulesoft, LLC	Progrexion ASG, Inc.	Software License Agreement Dated 08/18/2021	\$0.00
669	Mulesoft, LLC	Progrexion ASG, Inc.	Statement of Work Dated 01/07/2021	\$0.00
670	Mulesoft, LLC	Progrexion ASG, Inc.	Statement of Work Dated 01/28/2023	\$0.00
671	Mulesoft, LLC	Progrexion ASG, Inc.	Statement of Work Dated 03/15/2021	\$0.00
672	Mulesoft, LLC	Progrexion ASG, Inc.	Statement of Work Dated 06/14/2021	\$0.00
673	Mulesoft, LLC	Progrexion ASG, Inc.	Statement of Work Dated 10/16/2019	\$0.00
674	Mulesoft, LLC	Progrexion ASG, Inc.	Statement of Work Dated 12/20/2021	\$0.00
675	Mulesoft, LLC	Progrexion ASG, Inc.	Temporary vCore Addition Agreement Dated 08/16/2021	\$0.00
676	Mulesoft, LLC	Progrexion ASG, Inc.	Third Party Insertion Order Dated 03/24/2021	\$0.00
677	MX Technologies, Inc.	Progrexion ASG, Inc.	Services Agreement Dated 08/27/2015	\$0.00
678	New Imagitas, Inc [Red Ventures]	Progrexion Marketing, Inc.	Master Services Agreement Dated 09/14/2019	\$0.00
679	New Imagitas, Inc [Red Ventures]	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 12/02/2022	\$0.00
680	New York Life	Progrexion ASG, Inc.	Benefits Agreement	\$0.00
681	NexLevel Direct, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
682	Ninjio, LLC	Progrexion ASG, Inc.	Master Services Agreement Dated 01/26/2022	\$0.00
683	Ninjio, LLC	Progrexion ASG, Inc.	Statement of Work Dated 02/17/2022	\$0.00
684	Ninjio, LLC	Progrexion ASG, Inc.	Statement of Work Dated 03/09/2022	\$3,773.00
685	Noble Connections	Progrexion Marketing, Inc.	Master Services Agreement Dated 03/26/2021	\$0.00
686	Noble Connections	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 03/25/2023	\$0.00
687	Noble Connections	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 11/01/2022	\$0.00
688	Nocturnal Enterprises DBA Lido Labs	Progrexion Marketing, Inc.	Marketing Agreement Dated 02/08/2023	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
689	Nocturnal Enterprises DBA Lido Labs	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 02/09/2023	\$0.00
690	Norcal Marketing LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
691	Offerweb, LLC.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
692	Okta	Progrexion ASG, Inc.	Services Agreement Dated 05/30/2022	\$7,910.00
693	Okta	Progrexion ASG, Inc.	Software Agreement Dated 05/29/2022	\$0.00
694	Okta	Progrexion ASG, Inc.	Software Agreement Dated 05/30/2022	\$0.00
695	Okta	Progrexion ASG, Inc.	Software Agreement Dated 11/01/2022	\$0.00
696	One Technologies LP	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
697	OneTrust	Progrexion ASG, Inc.	Software License Agreement	\$0.00
698	OneTrust	Progrexion ASG, Inc.	Software License Agreement Dated 11/22/2019	\$0.00
699	OneTrust	Progrexion ASG, Inc.	Statement of Work	\$0.00
700	OneTrust	Progrexion ASG, Inc.	Statement of Work	\$0.00
701	OneTrust	Progrexion ASG, Inc.	Statement of Work Dated 01/21/2022	\$0.00
702	Opengear, Inc	Progrexion ASG, Inc.	Operations & Maintenance Agreement	\$0.00
703	Opengear, Inc	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 03/22/2022	\$0.00
704	Opportunity Financial, LLC	Credit.com, Inc.	Master Services Agreement Dated 04/02/2018	\$0.00
705	Opportunity Financial, LLC	Progrexion Marketing, Inc.	Master Lead Referral and Publishing Agreement	\$0.00
706	Ops Genie, Inc.	Progrexion ASG, Inc.	Software Agreement Dated 06/04/2022	\$0.00
707	Optiv Security Inc.	Progrexion ASG, Inc.	License Agreement	\$0.00
708	Optiv Security Inc.	Progrexion ASG, Inc.	License Agreement	\$0.00
709	Optiv Security Inc.	Progrexion ASG, Inc.	Master Services Agreement Dated 08/09/2021	\$0.00
710	Optiv Security Inc.	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 03/16/2023	\$0.00
711	Optiv Security Inc.	Progrexion ASG, Inc.	Statement of Work Dated 08/03/2021	\$0.00
712	Optiv Security Inc.	Progrexion ASG, Inc.	Statement of Work Dated 10/28/2021	\$0.00
713	Optiv Security Inc.	Progrexion ASG, Inc.	Statement of Work Dated 10/28/2021	\$0.00
714	Optiv Security Inc.	Progrexion ASG, Inc.	Terms of Purchase Agreement Dated 08/18/2021	\$0.00
715	Optum	Progrexion ASG, Inc.	Benefits Agreement	\$0.00
716	Outmarketing Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
717	Outside The Box Designs LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
718	PandaDoc, Inc.	Progrexion ASG, Inc.	Notary Services Agreement Dated 07/01/2023	\$0.00
719	Pandora Media, Inc.	Progrexion Marketing, Inc.	Marketing Agreement Dated 07/01/2021	\$0.00
720	Pandora Media, Inc.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 02/13/2023	\$0.00
721	Pandora Media, Inc.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 04/01/2023	\$0.00
722	Pandora Media, Inc.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 04/05/2021	\$0.00
723	Pandora Media, Inc.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 04/16/2023	\$0.00
724	Pandora Media, Inc.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 07/16/2022	\$0.00
725	Pandora Media, Inc.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 07/19/2021	\$0.00
726	Pandora Media, Inc.	Progrexion Marketing, Inc.	Statement of Work Dated 12/15/2021	\$0.00
727	Pandora Media, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 01/01/2023	\$0.00
728	Pandora Media, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 03/21/2022	\$0.00
729	Pandora Media, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 04/30/2022	\$0.00
730	Pandora Media, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 07/06/2021	\$0.00
731	Pandora Media, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 07/16/2022	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
732	Pandora Media, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 08/01/2021	\$0.00
733	Pandora Media, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 08/23/2021	\$0.00
734	Pandora Media, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 09/07/2021	\$0.00
735	Pandora Media, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 09/16/2022	\$0.00
736	Pandora Media, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 09/27/2021	\$0.00
737	Pandora Media, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 10/04/2021	\$0.00
738	Pandora Media, Inc.	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 11/01/2021	\$0.00
739	P-COM LLC	Progrexion Marketing, Inc.	Affiliate Master Services Agreement & Insertion Order Dated 07/20/2022	\$0.00
740	Peak ROI, LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 01/24/2022	\$0.00
741	Performline, Inc.	Progrexion ASG, Inc.	Master Services Agreement Dated 05/17/2016	\$0.00
742	Performline, Inc.	Progrexion ASG, Inc.	Software License Agreement Dated 05/01/2021	\$0.00
743	Performline, Inc.	Progrexion ASG, Inc.	Software License Agreement Dated 05/17/2016	\$0.00
744	Performline, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 05/01/2021	\$0.00
745	Pipes.AI LLC	Credit.com, Inc.	Service Agreement Dated 01/18/2021	\$0.00
746	Plateau Data Services, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
747	Pluralsight	Progrexion ASG, Inc.	Software Agreement Dated 10/10/2022	\$0.00
748	Powerinbox DBA Jeeng	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 10/24/2022	\$0.00
749	Powerinbox, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
750	PREMIER Bankcard, LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 08/31/2021	\$0.00
751	Presidio	Progrexion ASG, Inc.	Master Services Agreement Dated 03/29/2018	\$0.00
752	Presidio	Progrexion ASG, Inc.	Operations & Maintenance Agreement (SAAS) Dated 08/02/2021	\$0.00
753	Presidio	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 02/23/2021	\$0.00
754	Presidio	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 03/17/2021	\$0.00
755	Presidio	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 06/22/2021	\$0.00
756	Presidio	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 10/01/2021	\$0.00
757	Presidio	Progrexion ASG, Inc.	Statement of Work Dated 02/01/2022	\$0.00
758	Presidio	Progrexion ASG, Inc.	Statement of Work Dated 02/17/2022	\$0.00
759	Presidio	Progrexion ASG, Inc.	Statement of Work Dated 03/22/2022	\$0.00
760	Presidio	Progrexion ASG, Inc.	Statement of Work Dated 03/28/2022	\$0.00
761	Presidio	Progrexion ASG, Inc.	Statement of Work Dated 03/31/2022	\$0.00
762	Presidio	Progrexion ASG, Inc.	Statement of Work Dated 04/14/2022	\$0.00
763	Presidio	Progrexion ASG, Inc.	Statement of Work Dated 06/15/2021	\$0.00
764	Presidio Networked Solutions	Progrexion ASG, Inc.	Software Agreement Dated 03/01/2022	\$0.00
765	Presidio Networked Solutions	Progrexion ASG, Inc.	Software Agreement Dated 03/30/2023	\$0.00
766	Presidio Networked Solutions	Progrexion ASG, Inc.	Software Agreement Dated 03/31/2022	\$0.00
767	Presidio Networked Solutions	Progrexion ASG, Inc.	Software Agreement Dated 10/01/2022	\$0.00
768	Presidio Networked Solutions	Progrexion ASG, Inc.	Software Agreement Dated 10/23/2022	\$0.00
769	ProofPoint	Progrexion ASG, Inc.	Operations & Maintenance Agreement (SAAS) Dated 03/13/2023	\$0.00
770	ProofPoint	Progrexion ASG, Inc.	Terms and Conditions Dated 09/24/2020	\$0.00
771	ProofPoint	Progrexion ASG, Inc.	Third Party Insertion Order Dated 07/21/2021	\$0.00
772	Pure Storage	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 04/26/2021	\$0.00
773	Pushnami LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 06/02/2021	\$0.00
774	Pushnami LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 03/01/2023	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
775	Qlik Tech	Progrexion ASG, Inc.	Agreement	\$0.00
776	QuinStreet Inc.	Credit.com, Inc.	Publisher agreement and Insertion Order Dated 07/18/2022	\$0.00
777	QuinStreet Inc.	Credit.com, Inc.	Referral Agreement Dated 09/16/2022	\$0.00
778	QuinStreet Inc.	Credit.com, Inc.	Standard Terms and Conditions Dated 02/10/2022	\$0.00
779	QuinStreet Inc.	Credit.com, Inc.	Third Party Insertion Order Dated 02/16/2023	\$0.00
780	QuinStreet Inc.	Credit.com, Inc.	Third Party Insertion Order Dated 10/28/2022	\$0.00
781	QuinStreet, Inc.	Credit.com, Inc.	Affiliate Insertion Order Dated 07/01/2022	\$0.00
782	Rakuten	Progrexion Marketing, Inc.	Marketing Agreement Dated 05/01/2021	\$0.00
783	RateSpecial Interactive LLC	Credit.com, Inc.	Master Agreement Dated 10/29/2020	\$0.00
784	RateSpecial Interactive LLC	Credit.com, Inc.	Publisher Insertion Order Dated 01/29/2021	\$0.00
785	RateSpecial Interactive LLC	Credit.com, Inc.	Third Party Insertion Order Dated 10/24/2022	\$0.00
786	RateSpecial Interactive LLC	Credit.com, Inc.	Third Party Insertion Order Dated 10/24/2022	\$0.00
787	RatherChat Inc.	Progrexion Marketing, Inc.	Subscription Agreement Dated 05/18/2023	\$0.00
788	Reddit, Inc.	Progrexion Marketing, Inc.	Marketing Agreement Dated 04/01/2021	\$0.00
789	Reliant Holdings Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
790	ReliaQuest	Progrexion ASG, Inc.	Operations & Maintenance Agreement Amendment Dated 10/11/2021	\$0.00
791	ReliaQuest	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 10/11/2021	\$0.00
792	ReliaQuest	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 10/15/2022	\$0.00
793	Renown Holdings, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
794	RentTrack, Inc	Progrexion ASG, Inc.	Services Agreement Dated 02/01/2019	\$0.00
795	RentTrack, Inc	Progrexion ASG, Inc.	Statement of Work Dated 09/01/2021	\$0.00
796	Reserve Tech, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
797	Rightful Connect	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 01/21/2022	\$0.00
798	Rightful Connect LLP	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
799	Ring Partner, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
800	Rob Graham Enterprises LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 06/29/2021	\$0.00
801	Rocket Daddy	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
802	Rocket Mortgage, LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 08/31/2021	\$0.00
803	Rogue Wave	Progrexion ASG, Inc.	Services Agreement Dated 09/30/2022	\$0.00
804	ROI Digital Marketing	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
805	Rokt Corp.	Progrexion Marketing, Inc.	Master Services Agreement & Insertion Order Dated 08/01/2022	\$0.00
806	Roku	Credit.com, Inc.	Third Party Insertion Order Dated 07/06/2021	\$0.00
807	Roku	Credit.com, Inc.	Third Party Insertion Order Dated 09/27/2021	\$0.00
808	Roku	Progrexion Marketing, Inc.	Marketing Agreement Dated 03/15/2021	\$0.00
809	Roku	Progrexion Marketing, Inc.	Revised Third Party Insertion Order Dated 04/05/2021	\$0.00
810	Roku	Progrexion Marketing, Inc.	Revised Third Party Insertion Order Dated 08/23/2021	\$0.00
811	Roku	Progrexion Marketing, Inc.	Revised Third Party Insertion Order Dated 10/04/2021	\$0.00
812	Roku	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 04/05/2021	\$0.00
813	Roku	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 05/24/2021	\$0.00
814	Roku	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 07/06/2021	\$0.00
815	Roku	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 08/23/2021	\$0.00
816	Roku	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 10/04/2021	\$0.00
817	Roku	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 11/01/2021	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
818	Ryan Bales	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
819	Salesforce	Progrexion ASG, Inc.	Software Agreement Dated 01/28/2023	\$0.00
820	Salesforce	Progrexion ASG, Inc.	Software Agreement Dated 01/30/2023	\$0.00
821	Salesforce	Progrexion ASG, Inc.	Software Agreement Dated 02/16/2023	\$0.00
822	Salesforce.com, Inc.	Progrexion ASG, Inc.	Master Service Agreement Dated 06/21/2016	\$0.00
823	Salesforce.com, Inc.	Progrexion ASG, Inc.	Professional Services Agreement Dated 07/31/2019	\$0.00
824	Salesforce.com, Inc.	Progrexion ASG, Inc.	Publisher Insertion Order Dated 09/24/2021	\$0.00
825	Salesforce.com, Inc.	Progrexion ASG, Inc.	Software License Agreement Dated 01/24/2023	\$0.00
826	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work - Heroku Add ons Dated 01/29/2021	\$0.00
827	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 01/15/2022	\$0.00
828	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 01/15/2023	\$0.00
829	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 01/27/2021	\$0.00
830	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 01/28/2022	\$0.00
831	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 01/29/2021	\$0.00
832	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 02/04/2021	\$0.00
833	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 02/28/2022	\$0.00
834	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 03/02/2021	\$0.00
835	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 03/05/2021	\$0.00
836	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 03/26/2022	\$0.00
837	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 06/15/2021	\$0.00
838	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 06/24/2022	\$0.00
839	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 07/31/2019	\$0.00
840	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 10/28/2021	\$0.00
841	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 11/03/2021	\$0.00
842	Salesforce.com, Inc.	Progrexion ASG, Inc.	Statement of Work Dated 12/17/2021	\$0.00
843	Salesforce.com, Inc.	Progrexion ASG, Inc.	Third Party Insertion Order Dated 01/15/2000	\$0.00
844	Salesforce.com, Inc.	Progrexion ASG, Inc.	Third Party Insertion Order Dated 03/16/2021	\$0.00
845	Salesforce.com, Inc.	Progrexion ASG, Inc.	Third Party Insertion Order Dated 03/25/2021	\$0.00
846	Salesforce.com, Inc.	Progrexion ASG, Inc.	Third Party Insertion Order Dated 05/27/2021	\$0.00
847	Salesforce.com, Inc.	Progrexion ASG, Inc.	Third Party Insertion Order Dated 06/28/2021	\$0.00
848	Salesforce.com, Inc.	Progrexion ASG, Inc.	Third Party Insertion Order Dated 07/12/2021	\$0.00
849	Salesforce.com, Inc.	Progrexion ASG, Inc.	Third Party Insertion Order Dated 07/26/2021	\$0.00
850	Sauce Labs	Progrexion ASG, Inc.	Services Agreement Dated 07/12/2022	\$0.00
851	Sauce Labs	Progrexion ASG, Inc.	Statement of Work Dated 08/12/2022	\$0.00
852	Sauce Labs	Progrexion ASG, Inc.	Terms and Conditions Dated 11/16/2017	\$0.00
853	Search ROI LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
854	Seek Capital, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
855	Select Health	Progrexion ASG, Inc.	Benefits Agreement	\$0.00
856	Service Now	Progrexion ASG, Inc.	Software Agreement Dated 01/30/2023	\$0.00
857	ServiceNow, Inc.	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 06/08/2020	\$0.00
858	ServiceNow, Inc.	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 07/01/2021	\$0.00
859	ServiceNow, Inc.	Progrexion ASG, Inc.	Software License Agreement Dated 05/28/2021	\$0.00
860	ServiceNow, Inc.	Progrexion ASG, Inc.	Third Party Insertion Order Dated 03/31/2021	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
861	ServiceNow, Inc.	Progrexion ASG, Inc.	Third Party Insertion Order Dated 12/16/2020	\$0.00
862	Seyfarth Shaw	Progrexion ASG, Inc.	Professional Services Agreement Dated 10/31/2016	\$0.00
863	SFMC	Progrexion ASG, Inc.	Software Agreement Dated 01/15/2023	\$0.00
864	SHI International Corp	Progrexion ASG, Inc.	JAMF Renewal Agreement Dated 12/15/2022	\$0.00
865	SHI International Corp	Progrexion ASG, Inc.	Statement of Work Dated 02/16/2022	\$0.00
866	SHI International Corp	Progrexion ASG, Inc.	Statement of Work Dated 02/22/2022	\$0.00
867	Shields	Progrexion ASG, Inc.	Service Agreement	\$0.00
868	Siege Media	Progrexion Marketing, Inc.	Marketing Agreement Dated 06/01/2021	\$0.00
869	Siege Media	Progrexion Marketing, Inc.	Marketing Agreement Dated 11/01/2022	\$0.00
870	Siege Media	Progrexion Marketing, Inc.	Master Services Agreement and Order Dated 06/17/2022	\$0.00
871	Siege Media Holdings, LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 07/01/2023	\$0.00
872	Simple Tiger, LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 10/06/2021	\$0.00
873	Simple Tiger, LLC	Progrexion Marketing, Inc.	Statement of Work Dated 10/06/2021	\$0.00
874	Site Selection Group, LLC	Progrexion ASG, Inc.	Master Services Agreement Dated 02/01/2015	\$207,269.83
875	Skate Marketing Group	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
876	Ski Utah	Progrexion ASG, Inc.	2023/24 Ski Utah Gold Pass Purchase Agreement	\$0.00
877	Sky Rocket, Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
878	Skybox Performance Marketing, LLC dba Leads-iq	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 02/22/2022	\$0.00
879	Skymail International Inc.	Creditrepair.com, Inc.	Sales Agreement Dated 01/01/2021	\$0.00
880	Skymail International Inc.	Progrexion Marketing, Inc.	Mailroom Services Provider Agreement Dated 09/01/2020	\$0.00
881	SlackAdapt Inc.	Progrexion Marketing, Inc.	Master Services Agreement Dated 09/01/2022	\$0.00
882	SlackAdapt Inc.	Progrexion Marketing, Inc.	Statement of Work Dated 09/01/2022	\$0.00
883	SlackAdapt Inc.	Progrexion Marketing, Inc.	Statement of Work Dated 09/08/2022	\$0.00
884	Smart Bear	Progrexion ASG, Inc.	Software Agreement Dated 03/30/2023	\$0.00
885	Smart Sheet	Progrexion ASG, Inc.	Software Agreement Dated 10/30/2022	\$0.00
886	Smartbear Software Inc	Progrexion ASG, Inc.	Software License Agreement Dated 03/20/2021	\$0.00
887	Smartbear Software Inc	Progrexion ASG, Inc.	Software License Agreement Dated 03/29/2022	\$0.00
888	Smartbear Software Inc	Progrexion ASG, Inc.	Software License Agreement Dated 03/30/2023	\$0.00
889	Smarty Streets	Progrexion ASG, Inc.	Address Verification Agreement Dated 11/06/2022	\$0.00
890	Smooth Sales LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
891	SMS/800 Services	Progrexion ASG, Inc.	Provides RespOrg Service - M2M	\$2,261.07
892	Snowflake Inc.	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 11/01/2020	\$0.00
893	Snowflake Inc.	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 11/01/2021	\$0.00
894	Snowflake Inc.	Progrexion ASG, Inc.	Software Agreement Dated 11/01/2022	\$0.00
895	Snyk, Inc.	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 02/17/2023	\$0.00
896	Social Hustle, LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 02/01/2023	\$0.00
897	Social Hustle, LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 02/01/2023	\$0.00
898	SociallyIN, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
899	Sonder Data Group, LLC	Progrexion Marketing, Inc.	Affiliate Insertion Order Dated 12/16/2022	\$0.00
900	Sonder Data Group, LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 12/19/2022	\$0.00
901	SpacelQ	Progrexion ASG, Inc.	Software License Agreement Dated 05/17/2021	\$0.00
902	SpacelQ	Progrexion ASG, Inc.	Software License Agreement Dated 05/19/2022	\$0.00
903	Spark Revenue LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00



Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
904	Sphere Digital, LLC	Progrexion Marketing, Inc.	Master Services Agreement Dated 01/11/2022	\$0.00
905	Sphere Digital, LLC	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 01/12/2022	\$0.00
906	Sprout Social	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 02/12/2023	\$0.00
907	Sprout Social	Progrexion Marketing, Inc.	Social Media Monitoring Agreement Dated 02/12/2021	\$0.00
908	Sprout Social	Progrexion Marketing, Inc.	Statement of Work Dated 02/12/2022	\$0.00
909	Stringo Media, LLC	Credit.com, Inc.	Marketing Agreement Dated 03/01/2021	\$0.00
910	Stringo Media, LLC	Credit.com, Inc.	Master Advertising Agency Agreement Dated 02/10/2021	\$0.00
911	Supermoney LLC	Progrexion Marketing, Inc.	Marketing Agreement Dated 12/06/2022	\$0.00
912	Supermoney LLC	Progrexion Marketing, Inc.	Master Services Agreement Dated 02/06/2023	\$0.00
913	Supermoney LLC	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 10/05/2022	\$0.00
914	Supermoney LLC	Progrexion Marketing, Inc.	Third Party Insertion Order Dated 12/05/2022	\$0.00
915	Survey Gizmo/Alchemer	Progrexion ASG, Inc.	Software Agreement Dated 08/01/2022	\$0.00
916	Synergy Interactive LLC	Credit.com, Inc.	Marketing Agreement Dated 07/29/2020	\$0.00
917	Synergy Interactive LLC	Credit.com, Inc.	Publisher Insertion Order Dated 06/07/2021	\$0.00
918	Syringa Networks, LLC.	Progrexion ASG, Inc.	EPL to AWS - M2M	\$96.75
919	Tagboard	Progrexion ASG, Inc.	Software Agreement	\$0.00
920	Talend Inc.	Progrexion ASG, Inc.	Software Agreement Dated 10/31/2022	\$0.00
921	Talend Inc.	Progrexion ASG, Inc.	Statement of Work Dated 10/31/2021	\$0.00
922	Talend Inc.	Progrexion ASG, Inc.	Talend Contract Agreement Dated 10/30/2020	\$0.00
923	Taptext LLC	Credit.com, Inc.	Marketing Agreement Dated 08/26/2021	\$0.00
924	Taptext LLC	Progrexion Marketing, Inc.	Master Services Agreement Dated 05/13/2022	\$0.00
925	TEAMDEV MANAGEMENT OU	Progrexion ASG, Inc.	Software License Agreement Dated 03/24/2022	\$0.00
926	Thales	Progrexion ASG, Inc.	Statement of Work Dated 09/10/2021	\$0.00
927	The Balancing Act TV, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
928	The Local Search Agency Inc. (ROI Ad Group)	Progrexion Marketing, Inc.	Terms and Conditions & Insertion Order Dated 01/24/2022	\$0.00
929	The Local Search Agency Inc. (ROI Ad Group)	Progrexion Marketing, Inc.	Terms and Conditions and Insertion Order Dated 01/24/2022	\$0.00
930	The Ultimate Software Group (Core & Learning)	Progrexion ASG, Inc.	Software Agreement Dated 01/01/2023	\$0.00
931	The Ultimate Software Group (Talent Management)	Progrexion ASG, Inc.	Software Agreement Dated 12/01/2022	\$0.00
932	The Ultimate Software Group (Tier)	Progrexion ASG, Inc.	Software Agreement Dated 02/01/2023	\$0.00
933	The Ultimate Software Group (Tier/Talent Management)	Progrexion ASG, Inc.	Software Agreement Dated 03/01/2023	\$0.00
934	The Ultimate Software Group, Inc.	Progrexion ASG, Inc.	Amendment to SaaS Model Agreement Dated 03/17/2020	\$0.00
935	The Ultimate Software Group, Inc.	Progrexion ASG, Inc.	Amendment to SaaS Model Agreement Dated 08/28/2020	\$23,682.77
936	The Ultimate Software Group, Inc.	Progrexion ASG, Inc.	Benefits Agreement	\$0.00
937	The Ultimate Software Group, Inc.	Progrexion ASG, Inc.	SaaS Model Agreement Dated 07/31/2015	\$0.00
938	The Wisdom Companies, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
939	Thingy Thing, Inc. d./b./a. Extra	Credit.com, Inc.	Marketing Agreement Dated 09/29/2021	\$0.00
940	Thingy Thing, Inc. d./b./a. Extra	Credit.com, Inc.	Publisher Insertion Order Dated 02/13/2023	\$0.00
941	Thingy Thing, Inc. d./b./a. Extra	Credit.com, Inc.	Third Party Insertion Order Dated 10/01/2021	\$0.00
942	Thomson Reuters dba Clear	Progrexion ASG, Inc.	Technology Purchase Agreement	\$0.00
943	TikTok Inc.	Progrexion Marketing, Inc.	Advertising Purchase Agreement Dated 04/01/2021	\$0.00
944	TikTok Inc.	Progrexion Marketing, Inc.	Marketing Agreement Dated 04/16/2021	\$0.00
945	TikTok Inc.	Progrexion Marketing, Inc.	Marketing Agreement Dated 10/10/2022	\$0.00
946	TikTok Inc.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 04/05/2021	\$0.00



Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
947	TradeMarc Global LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
948	TransUnion	Creditrepair.com, Inc.	Subscriber Validation Form Agreement Dated 08/17/2014	\$0.00
949	TransUnion	Progrexion ASG, Inc.	1st Amendment to Access Agreement for Live Trial of TLOxp Dated 07/01/2015	\$0.00
950	TransUnion	Progrexion ASG, Inc.	1st Amendment to Strategic Services and Licensing Agreement Dated 06/11/2020	\$0.00
951	TransUnion	Progrexion ASG, Inc.	1st Amendment to the Consumer Reseller Services Agreement Dated 12/26/2015	\$0.00
952	TransUnion	Progrexion ASG, Inc.	2nd Amendment to the Consumer Reseller Services Agreement Dated 09/22/2016	\$0.00
953	TransUnion	Progrexion ASG, Inc.	Access Agreement for Live Trial of TLOxp Dated 02/19/2015	\$0.00
954	TransUnion	Progrexion ASG, Inc.	Additional Jurisdictional Amendment Agreement Dated 01/09/2023	\$151,473.09
955	TransUnion	Progrexion ASG, Inc.	Amended and Restated Consumer Reseller Services Agreement Dated 06/10/2014	\$0.00
956	TransUnion	Progrexion ASG, Inc.	Consumer Reseller Services Agreement Addendum Dated 06/12/2012	\$0.00
957	TransUnion	Progrexion ASG, Inc.	Historic 2010 Consumer Reseller Services Agreement Dated 04/15/2010	\$0.00
958	TransUnion	Progrexion ASG, Inc.	Interactive Services Master Agreement Dated 06/03/2014	\$0.00
959	TransUnion	Progrexion ASG, Inc.	Joint Development Agreement and Assignment Dated 06/30/2010	\$0.00
960	TransUnion	Progrexion ASG, Inc.	Limited Test Production Agreement Dated 04/23/2019	\$0.00
961	TransUnion	Progrexion ASG, Inc.	Strategic Services and Licensing Agreement Dated 09/03/2019	\$0.00
962	TransUnion	Progrexion ASG, Inc.	Subscriber Validation Form Agreement Dated 05/08/2012	\$0.00
963	TransUnion	Progrexion ASG, Inc.	Subscriber Validation Form Agreement Dated 08/07/2014	\$0.00
964	TransUnion	Progrexion ASG, Inc.	Subscriber Validation Form Agreement Dated 08/07/2014	\$0.00
965	TransUnion	Progrexion ASG, Inc.	Subscriber Validation Form Agreement Dated 08/07/2014	\$0.00
966	TransUnion	Progrexion ASG, Inc.	Subscriber Validation Form Agreement Dated 08/07/2014	\$0.00
967	TransUnion	Progrexion ASG, Inc.	Subscriber Validation Form Agreement Dated 08/07/2014	\$0.00
968	TransUnion	Progrexion ASG, Inc.	Subscriber Validation Form Agreement Dated 08/17/2014	\$0.00
969	TransUnion	Progrexion ASG, Inc.	Consumer Reseller Service Agreement Dated 07/24/2007	\$0.00
970	TransUnion	Progrexion Marketing, Inc.	Consumer Reseller Service Agreement Dated 09/18/2007	\$0.00
971	TransUnion	Progrexion Marketing, Inc.	Pricing Addendum to Consumer Reseller Service Agreement Dated 12/17/2013	\$0.00
972	TransUnion	Progrexion Marketing, Inc.	Terms and Conditions Dated 09/21/2016	\$0.00
973	Traveller & Company LLC	Progrexion Holdings, Inc.	Engagement Letter for 401(k) Plan Audit Dated 06/06/2023	\$0.00
974	Traverse Films LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
975	Troutman Pepper	PGX Holdings, Inc.	Professional Services Agreement Dated 09/19/2017	\$0.00
976	Tumblr, Inc.	Progrexion Marketing, Inc.	Publisher Insertion Order Dated 04/01/2023	\$0.00
977	Txtwire	Progrexion ASG, Inc.	Amendment to Monthly Licenses Agreement Dated 04/24/2015	\$0.00
978	Txtwire	Progrexion ASG, Inc.	Amendment to Monthly Licenses Agreement Dated 07/31/2015	\$0.00
979	Txtwire	Progrexion ASG, Inc.	Service Agreement Dated 01/01/2013	\$106.74
980	Udany Technology PVT LTD	Progrexion Marketing, Inc.	Insertion Order Dated 03/07/2022	\$0.00
981	Universal Marketing Partners, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
982	Unlimited Net Resources LLC dba RX Marketing Group	Credit.com, Inc.	Marketing Agreement Dated 02/17/2022	\$0.00
983	Unlimited Net Resources LLC dba RX Marketing Group	Credit.com, Inc.	Master Terms and Conditions Dated 04/04/2022	\$0.00
984	Unlimited Net Resources LLC dba RX Marketing Group	Credit.com, Inc.	Network Publisher Addendum Dated 04/04/2022	\$0.00
985	Upside Ads LLC	Progrexion Marketing, Inc.	Terms and Conditions & Insertion Order Dated 04/07/2022	\$0.00
986	Validity, Inc.	Progrexion Marketing, Inc.	Master Services Agreement Dated 02/19/2016	\$0.00
987	Validity, Inc.	Progrexion Marketing, Inc.	Statement of Work Dated 09/01/2021	\$0.00
988	Veeam Software	Progrexion ASG, Inc.	Software Support Renewal Agreement Dated 04/26/2021	\$0.00
989	Velocity Web Enterprises LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
990	Ventura Growth	Progrexion Marketing, Inc.	Trade Desk Platform Resale Services Agreement Dated 05/13/2023	\$0.00
991	Verifi, Inc.	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 03/12/2015	\$2,249.01
992	Verifi, Inc.	Progrexion ASG, Inc.	Pricing Addendum Dated 11/01/2021	\$0.00
993	Verint	Progrexion ASG, Inc.	Master License Agreement Dated 03/28/2011	\$0.00
994	Verint	Progrexion ASG, Inc.	Master Service Agreement and Statement of Work	\$4,795.78
995	Verint	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 03/31/2023	\$0.00
996	Verint	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 07/26/2019	\$0.00
997	Verint	Progrexion ASG, Inc.	Statement of Work Dated 02/24/2021	\$0.00
998	Verizon Communications, Inc	Progrexion Holdings, Inc.	Telco Circuit for Intelepeer - M2M	\$153.05
999	Walker Shiftlet (Morgan Stanley)	Progrexion ASG, Inc.	Benefits Broker Agreement	\$0.00
1000	Wallace Tax Services, LLC	Progrexion ASG, Inc.	Professional Services Agreement	\$0.00
1001	Waze Capital	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
1002	Web Widget Media, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
1003	Web2Carz Inc.	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
1004	Webclients.net	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
1005	Weil, Gotshal & Manges LLP	PGX Holdings, Inc.	Engagement Letter Dated 09/03/2021	\$0.00
1006	What If Holdings, LLC	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
1007	What If Media Group LLC	Credit.com, Inc.	Marketing Agreement Dated 09/08/2020	\$0.00
1008	What If Media Group LLC	Credit.com, Inc.	Publisher Insertion Order Dated 02/19/2021	\$0.00
1009	Williams & Connolly	Progrexion ASG, Inc.	Professional Services Agreement	\$0.00
1010	Williams & Connolly LLC	Progrexion Holdings, Inc. PGX Holdings, Inc.	Engagement Letter Dated 12/16/2019	\$0.00
1011	Williams & Connolly LLC	Progrexion Marketing, Inc.	Engagement Letter Dated 01/24/2022	\$0.00
1012	Wireless Services Center, Inc., DBA MACH Networks	Progrexion ASG, Inc.	Operations & Maintenance Agreement Dated 04/01/2021	\$10.20
1013	Workman Nydegger	Progrexion IP, Inc.	Engagement Letter Dated 05/23/2011	\$0.00
1014	World to World Marketing Inc	Progrexion Marketing, Inc.	Master Terms & Conditions Agreement and Active Insertion Orders	\$0.00
1015	WorldPay	Progrexion ASG, Inc.	Payment Processing Agreement Dated 03/04/2011	\$0.00
1016	XeoMatrix	Progrexion ASG, Inc.	Consulting Services Agreement Dated 04/01/2023	\$0.00
1017	XO Communications	Progrexion ASG, Inc.	Verizon - DIA Circuit - M2M	\$186.20
1018	Zehner Trial Consulting LLC	Progrexion ASG, Inc.	Professional Services Agreement Dated 12/20/2021	\$0.00

### Schedule 3.3 - Allocation of Purchase Price

Sellers and Buyer agree that the Purchase Price as adjusted pursuant to Section 3.3 shall be allocated for income tax purposes among the assets of the Sellers in accordance with the methodology set forth below:

<b>Asset Class</b>	<b>Class Assets</b> <i>(Including but not limited to)</i>	<b>Allocation Methodology</b>
Class I	Cash, general deposit accounts	Actual amount of Class I Purchased Assets.
Class II	Certificates of deposits, U.S. government securities, readily marketable stock and securities, and foreign currency	The fair market value of such Class II Purchased Assets as of the Closing Date as determined by the Parties.
Class III	Accounts receivable, mortgages, and credit card receivables	The fair market value of such Class III Purchased Assets as of the Closing Date as determined by the Parties.
Class IV	Inventory	The fair market value of such Class IV Purchased Assets as of the Closing Date as determined by the Parties.
Class V	Land, buildings, personal property, and all assets other than Class I, II, III, IV, VI, VII assets	The fair market value of such Class V Purchased Assets as of the Closing Date as determined by the Parties.
Class VI	Section 197 intangible assets, except goodwill and going concern value	The fair market value of such Class VI Purchased Assets as of the Closing Date as determined by the Parties.
Class VII	Goodwill; going concern value	The remainder.

## Schedule 4.3 - Litigation

<i>Current Formal Complaints</i>								
Claim Type (e.g., TCPA, CROA, EEOC)/ date	Defending Entity	Plaintiff/Claimant	State	Forum	Case Number	Defense Counsel	Status	Notes
TSR/UD AAP (May 2019)	Progrexion Marketing, Inc., PGX Holdings, Inc., Progrexion Teleservices, Inc., Efolks LLC, Creditrepair.com, Inc., John C. Heath Attorney at Law PC dba Lexington Law Firm	CFPB	UT	UT Federal Court	2:19-cv-00298	Williams and Connolly (also Goodwin Proctor)	In litigation	Pre-trial hearings not yet wrapped up, no current trial date
CROA (January 2023)	Creditrepair.com	Dauida Lennon	NC	AAA	01-22-0005-2894	MacMur ray & Shuster	Filed January 12	Early stages
CROA (February 2023)	Creditrepair.com & Lexington Law	Serena/ Serenanii Benjamin	FL	AAA	01-23-0000-1647	MacMur ray & Shuster	Filed February 9, 2023	Early Stages
CROA (January 2023)	Creditrepair.com	Dauida Lennon	NC	AAA	01-22-0005-2894	MacMur ray & Shuster	Filed January 12	Hearing scheduled in the fall of 2023
CROA (February 2023)	Creditrepair.com	Samuel Bowens	NC	AAA	01-23-0000-6723	MacMur ray & Shuster	Filed February 15, 2023	Early stages
CROA (February 2023)	Creditrepair.com	Tamica Brewster	CA	AAA		MacMur ray & Shuster	Filed February 9, 2023	Early stages
CROA (January 2023)	Creditrepair.com	Denise Harvey	IL	AAA	01-23-0000-3513	MacMur ray & Shuster	Filed January 26, 2023	Early stages
CROA (February 2023)	Creditrepair.com	Timonth Saenz	TX	AAA	01-23-0000-2309	MacMur ray & Shuster	Filed February 14, 2023	Early stages
CROA (March 2023)	Creditrepair.com	Alicia Takens-Riesenbeck	MI	AAA	01-23-0000-1735	MacMur ray & Shuster	Filed April 6, 2023	Early stages
CROA (February 2023)	Creditrepair.com	Rachel Taylor	CA	AAA	01-23-0000-2310	MacMur ray & Shuster	Filed February	Early stages

							14, 2023	
CROA (March 2023)	Creditrepair.com	Alice Williams	TX	AAA		MacMurray & Shuster	Filed March 20, 2023	Early stages
CROA (May 2023)	Creditrepair.com	Algia Moore	AZ	AAA		MacMurray & Shuster	Filed May 2023	Early stages
Employment/Discrimination (August 2022)	Progrexion Teleservices, Inc.	Larry Poe	AZ	AZ Federal Court	2:22-cv-01434	Seyfarth Shaw	Active Litigation	In discovery
Records Request (April 2022)	PGX Holdings, Inc. , HIG	Minority Shareholders	DE			Weil Gotshal & Manges	Records demand	Awaiting answer or additional feedback from minority shareholder counsel
TCPA	Credit.com	[REDACTED]	CA			Troutman	Demand from December of 2020	Waiting to see if plaintiff files
TCPA	Credit.com	[REDACTED]	OH			Troutman	Demand from December of 2021	Waiting to see if plaintiff files
TCPA	Creditrepair.com	[REDACTED]	TN			Internal	Consumer demand from June of 2022	Waiting to see if plaintiff files
TCPA (Class; January 2021)	eFolks, Lexington, Marketing	Jennifer Moore et al	UT	Central District of UT	2:21-cv-00027	Troutman	Class action filed, discovery complete	MSJ fully briefed and before the court, hearing scheduled for February 16, 2023
TCPA (Class; August of 2022)	eFolks, Lexington, Marketing	Whitney Tanner	FL	Middle District of FL	3:22-cv-00861	Foley & Lardner	Class action filed	In discovery
UCC filing	Progrexion	Itria Ventures	AZ				Demand from a Cervont	Early stages

							vendo r	
WARN Class Action	PGX Holdings, Progrexion Teleservices, Progrexion Marketing, Progrexion ASG, eFolks, Creditrepair.com, Credit.com and Lexington Law	Kirsten Hansen et al	UT	Central District of UT	2:23- cv- 00337	Holland and Hart	Class Actio n Filed	Early Stages
WARN Class Action	PGX Holdings, Progrexion Teleservices, Progrexion Marketing, Progrexion ASG, eFolks, Creditrepair.com, Credit.com and Lexington Law	Rhodes et al	UT	Central District of UT		Holland and Hart	Class Actio n Filed	Early Stages
WARN Adversar y Action	PGX Holdings, Progrexion Teleservices, Progrexion Marketing, Progrexion ASG, eFolks, Creditrepair.com, Credit.com and Lexington Law	Hansen et al	DE	Bankrup tcy Court		Holland and Hart, K&E, and Klehr	Adver sary Actio n filed	Answer filed 7/5/2023

**Schedule 4.4 - No Contravention**

None.

**Schedule 4.5 - Consents and Approvals**

1. Employment Agreement, dated December 18, 2017, by and between Progrexion ASG, Inc. and John Itokazu.
  - a. The Separation and General Release Agreement, dated February 1, 2023, by and between Progrexion ASG, Inc. and John Itokazu, which is effective December 31, 2023, unless modified to June 30, 2023 or September 30, 2023, upon mutual agreement by the parties.
2. Amended and Restated Employment Agreement, dated September 1, 2016, by and between Progrexion ASG, Inc. and Mike DeVico.
3. Employment Agreement, dated April 15, 2022, by and between Progrexion ASG, Inc. and Randy Padawer.
4. Employment Agreement, dated October 30, 2017, by and between Progrexion ASG, Inc. and Judy Morris.
5. Employment Agreement, dated July 30, 2020, by and between Progrexion ASG, Inc. and Chad Wallace.



**Schedule 4.8 – Intellectual Property****Patents and Patent Applications**


Title	Jurisdiction	Status	Application Number	Patent or Publication Number	Filing Date	Grant or Publication Date	Current Owner of Record
Automated context-based unique letter generation	U.S.	Patented	13772174	10114798	2/20/2013	10/30/2018	Progrexion IP Inc.
Credit repair by analysis of trade line properties	U.S.	Patented	14611013	10229455	1/30/2015	3/12/2019	Progrexion IP Inc.
Credit repair by analysis of trade line properties	U.S.	Patented	16174029	10943295	10/29/2018	3/9/2021	Progrexion IP Inc.
Credit repair user interface	U.S.	Patented	13787552	10346906	3/6/2013	7/9/2019	Progrexion IP Inc.
Electronic certification data structures for verifying resource integrity	U.S.	Pending	17380582	20230028704	7/20/2021	01/26/2023	Progrexion IP Inc.
Generating entity risk scores and mitigating risk based on the risk scores	U.S.	Pending	17380586	20230021423	7/20/2021	1/26/2023	Progrexion IP Inc. [Applicant]
Non-fungible tokenized contract embedded in a blockchain	U.S.	Pending	17474984	20230080599	9/14/2021	03/16/2023	Progrexion IP Inc.

**Trademark Registrations and Applications**

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	International Classes	Status	Current Owner of Record
CREDIT.COM	U.S. Federal	78950602	3581822	8/11/2006	2/24/2009	36 (Insurance and financial services)	Registered	Credit.com, Inc.

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	International Classes	Status	Current Owner of Record
EXTRACREDIT	U.S. Federal	97573517	—	8/31/2022	—	9 (Electrical and scientific apparatus) 35 (Advertising and business services) 36 (Insurance and financial services) 42 (Scientific and technological services) 45 (Personal, social and security services)	Pending Intent to Use	Credit.com, Inc.
EXTRACREDIT	U.S. Federal	87045743	5127523	5/20/2016	1/24/2017	42 (Scientific and technological services)	Registered	Credit.com, Inc.
EXTRACREDIT	U.S. Federal	86436245	5100884	10/27/2014	12/13/2016	41 (Education and entertainment services)	Registered	Credit.com, Inc.
INSIGHT AND GUIDANCE FOR SMART CHOICES	U.S. Federal	78718638	3357390	9/22/2005	12/18/2007	36 (Insurance and financial services)	Registered	Credit.com, Inc.
IT	U.S. Federal	88202998	6784343	11/21/2018	7/12/2022	9 (Electrical and scientific apparatus) 36 (Insurance and financial services)	Registered	Credit.com, Inc.
IT it	U.S. Federal	88203014	6784344	11/21/2018	7/12/2022	9 (Electrical and scientific apparatus) 36 (Insurance and financial services)	Registered	Credit.com, Inc.
WHEREVER YOU STAND. WE STAND BY YOU.	U.S. Federal	78718655	3360560	9/22/2005	12/25/2007	36 (Insurance and financial services)	Registered	Credit.com, Inc.
BETTER CREDIT, BETTER LIFE	U.S. Federal	87210724	6540054	10/20/2016	10/26/2021	36 (Insurance and financial)	Registered	Progrexion IP Inc.

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	International Classes	Status	Current Owner of Record
						services) 45 (Personal, social and security services)		
CREDITSNAPSHOT	U.S. Federal	90089842	—	8/3/2020	—	9 (Electrical and scientific apparatus) 36 (Insurance and financial services) 42 (Scientific and technological services)	Pending Intent to Use	Progrexion IP Inc.
DEBT HANDLER	U.S. Federal	97733231	—	12/27/2022	—	9 (Electrical and scientific apparatus) 36 (Insurance and financial services) 42 (Scientific and technological services) 45 (Personal, social and security services)	Pending Intent to Use	Progrexion IP Inc.
DEBT REDUCR	U.S. Federal	97733255	—	12/27/2022	—	36 (Insurance and financial services)	Pending Intent to Use	Progrexion IP Inc.
HARDEST WORKING AMERICANS	U.S. Federal	88203039	6335567	11/21/2018	4/27/2021	36 (Insurance and financial services) 45 (Personal, social and security services)	Registered	Progrexion IP Inc.
LEX LAUNCH	U.S. Federal	97733278	—	12/27/2022	—	9 (Electrical and scientific apparatus) 35 (Advertising and business services) 36 (Insurance and financial	Pending Intent to Use	Progrexion IP Inc.

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	International Classes	Status	Current Owner of Record
						services) 42 (Scientific and technological services) 45 (Personal, social and security services)		
LEXINGTON LAW	U.S. Federal	78801158	3271824	1/27/2006	7/31/2007	45 (Personal, social and security services)	Registered	Progrexion IP Inc.
LL 	U.S. Federal	85762623	4379030	10/24/2012	8/6/2013	45 (Personal, social and security services)	Registered	Progrexion IP Inc.
REPAIRSAFE	U.S. Federal	97765063	—	1/23/2023	—	9 (Electrical and scientific apparatus) 36 (Insurance and financial services) 42 (Scientific and technological services)	Pending Intent to Use	Progrexion IP Inc.
REPORTWATCH	U.S. Federal	86063178	4863650	9/12/2013	12/1/2015	35 (Advertising and business services)	Registered	Progrexion IP Inc.

Domain Names:

Domain Name	Expiration Date	Registrar
4credit.com	12/14/2023	GoDaddy
adminllc.com	12/3/2023	GoDaddy
APPROVED-CASH-ADVANCE.COM	2/1/2024	GoDaddy
asgbenefit.com	12/20/2023	GoDaddy
asgbenefits.com	12/20/2023	GoDaddy
asgbenefits.net	11/21/2023	GoDaddy
B2BCREDITSOLUTIONS.COM	2/1/2024	GoDaddy
badcreditrepair.tv	2/15/2024	GoDaddy
badcreditrepairhub.com	8/3/2023	GoDaddy
bankruptcyrights.co	7/21/2023	GoDaddy
bankruptcyrights.com	2/10/2024	GoDaddy
bestofferssite.com	11/19/2023	GoDaddy
biasg.com	9/26/2023	GoDaddy
biencredito.com	8/25/2023	GoDaddy
boostmycreditrepair.com	11/14/2023	GoDaddy
buenocredito.com	8/25/2023	GoDaddy
BUSINESS-CREDIT-HELP.COM	2/1/2024	GoDaddy
CARDIQ.COM	2/1/2024	GoDaddy
casevalet.net	5/17/2024	GoDaddy
casevalet.org	5/18/2024	GoDaddy
ccom-agent.com	5/6/2024	GoDaddy
CCOM-CDN.COM	4/26/2027	GoDaddy
cleancreditmatter.com	11/14/2023	GoDaddy
cleancreditmatters.com	11/14/2023	GoDaddy
cleanyourcreditnow.com	8/12/2023	GoDaddy
clearcreditrepair.com	3/31/2024	GoDaddy
clientcase.com	5/26/2024	GoDaddy
COMMERCIAL-LOAN-LENDERS.COM	2/1/2024	GoDaddy
confirm123.com	3/2/2024	GoDaddy
confirmcr.com	5/14/2024	GoDaddy
consumercreditcorrection.com	2/17/2024	GoDaddy
consumercreditoptions.com	10/20/2024	GoDaddy
consumercreditsolutions.com	8/30/2023	GoDaddy
consumercreditsolutions net	10/17/2023	GoDaddy
consumercreditupdate.com	11/14/2023	GoDaddy
consumercreditupdate.info	4/5/2024	GoDaddy
consumercreditupdate.net	11/14/2023	GoDaddy
consumercreditupdate.org	11/14/2023	GoDaddy

consumercreditupdates.com	11/14/2023	GoDaddy
consumercreditupdates.net	11/14/2023	GoDaddy
consumercreditupdates.org	11/14/2023	GoDaddy
consumerfinancialoptions.com	10/20/2024	GoDaddy
consumerupdate.com	5/17/2024	GoDaddy
consumerupdates.com	9/29/2023	GoDaddy
correctmycreditreport.net	4/16/2024	GoDaddy
correctmycreditreport.org	4/17/2024	GoDaddy
correctmycreditreports.com	4/16/2024	GoDaddy
correctmycreditreports.net	4/16/2024	GoDaddy
correctmycreditreports.org	4/17/2024	GoDaddy
correctyourcreditreport.com	4/16/2024	GoDaddy
correctyourcreditreport.net	4/16/2024	GoDaddy
correctyourcreditreport.org	4/17/2024	GoDaddy
correctyourcreditreports.com	4/16/2024	GoDaddy
correctyourcreditreports.net	4/16/2024	GoDaddy
correctyourcreditreports.org	4/17/2024	GoDaddy
cr-agent.com	5/6/2024	GoDaddy
cr-agents.com	12/8/2023	GoDaddy
cr-vendor.com	8/5/2023	GoDaddy
cr1234.com	7/27/2023	GoDaddy
cr456.com	6/25/2023	GoDaddy
credi5repair.com	10/31/2023	GoDaddy
credit-repair-law-firm.com	11/7/2023	GoDaddy
credit-repair-law-firm.net	11/7/2023	GoDaddy
credit-repair-law-firm.org	11/7/2023	GoDaddy
CREDIT-REPORT-CREDIT-SCORE.COM	2/1/2024	GoDaddy
credit.com	5/11/2024	GoDaddy
creditabc.com	10/27/2023	GoDaddy
creditadvantage.com	1/2/2024	GoDaddy
creditadvantage.net	4/1/2024	GoDaddy
creditadvantage.org	5/15/2024	GoDaddy
creditadvantages.co.uk	4/18/2024	GoDaddy
creditadvantages.com	5/19/2024	GoDaddy
creditadvantages.net	2/21/2024	GoDaddy
creditadvantages.org	2/22/2024	GoDaddy
creditadvocate.com	1/15/2024	GoDaddy
creditass.com	7/13/2023	GoDaddy
creditattorney.biz	9/25/2023	GoDaddy

creditattorney.bz	9/26/2023	GoDaddy
creditattorney.cc	9/26/2023	GoDaddy
creditattorney.co.uk	9/26/2023	GoDaddy
creditattorney.com	7/17/2023	GoDaddy
creditattorney.info	4/8/2024	GoDaddy
creditattorney.net	2/21/2024	GoDaddy
creditattorney.org	2/22/2024	GoDaddy
creditattorney.tv	9/26/2023	GoDaddy
creditattorney.ws	9/26/2023	GoDaddy
creditattorneys.biz	5/18/2024	GoDaddy
creditattorneys.co.uk	12/6/2023	GoDaddy
creditattorneys.com	6/7/2023	GoDaddy
creditattorneys.info	5/19/2024	GoDaddy
creditattorneys.mobi	5/19/2024	GoDaddy
creditattorneys.net	2/21/2024	GoDaddy
creditattorneys.org	2/22/2024	GoDaddy
creditattorneys.tv	5/19/2024	GoDaddy
CREDITATTORNEYS.US	5/18/2024	GoDaddy
creditattorneyscam.com	1/23/2024	GoDaddy
creditattorneysucks.com	1/23/2024	GoDaddy
CREDITBLOGGERS.COM	2/1/2024	GoDaddy
creditcalifornia.com	5/7/2024	GoDaddy
creditcenter.com	12/14/2023	GoDaddy
creditco.uk	2/5/2024	GoDaddy
creditcom.com	6/8/2023	GoDaddy
creditcomm.com	6/2/2023	GoDaddy
creditcontrolconsul.com	12/29/2023	GoDaddy
creditcorrection.co.uk	12/6/2023	GoDaddy
creditcorrections.co.uk	12/6/2023	GoDaddy
creditdefend.com	5/7/2024	GoDaddy
creditdefend.net	5/7/2024	GoDaddy
creditdefend.org	5/7/2024	GoDaddy
creditdetect.com	11/7/2023	GoDaddy
CREDITDIAGNOSTIC.COM	2/1/2024	GoDaddy
creditdispute.co.uk	1/29/2024	GoDaddy
creditdisputer.co.uk	4/18/2024	GoDaddy
creditdisputer.com	2/23/2024	GoDaddy
creditdisputer.net	11/16/2023	GoDaddy
creditdisputer.org	11/16/2023	GoDaddy

creditdisputers.co.uk	4/18/2024	GoDaddy
creditdisputers.com	8/17/2023	GoDaddy
creditdisputers.net	2/27/2024	GoDaddy
creditdisputers.org	2/27/2024	GoDaddy
creditexcel.com	3/12/2024	GoDaddy
creditexcel.net	7/23/2023	GoDaddy
creditexcel.org	7/23/2023	GoDaddy
creditexcell.com	3/12/2024	GoDaddy
CREDITEXPERTACCESS.COM	2/1/2024	GoDaddy
CREDITEXPERTS.CO	7/20/2023	GoDaddy
creditfilehelp.com	2/18/2024	GoDaddy
creditflorida.com	5/7/2024	GoDaddy
credithandler.co.uk	4/18/2024	GoDaddy
credithandler.com	6/12/2023	GoDaddy
credithandler.net	4/4/2024	GoDaddy
credithandler.org	4/5/2024	GoDaddy
credithandlers.co.uk	4/18/2024	GoDaddy
credithandlers.com	5/12/2024	GoDaddy
credithandlers.net	4/18/2024	GoDaddy
credithandlers.org	4/19/2024	GoDaddy
credithealthkit.com	4/8/2024	GoDaddy
credithealthkit.net	4/8/2024	GoDaddy
CREDITIMPROVEMENT.COM	5/15/2024	GoDaddy
creditimprovementkit.com	3/8/2024	GoDaddy
creditimprovementkit.net	4/8/2024	GoDaddy
creditimprovers.co	7/21/2023	GoDaddy
creditimprovers.org	7/22/2023	GoDaddy
creditinsider.net	10/31/2024	GoDaddy
creditinsider.org	10/31/2024	GoDaddy
creditinstructor.com	11/20/2023	GoDaddy
creditispersonalpower.com	7/11/2023	GoDaddy
creditispersonalpower.info	7/11/2023	GoDaddy
creditispersonalpower.net	7/11/2023	GoDaddy
creditispersonalpower.org	7/11/2023	GoDaddy
creditmarketinggroup.com	10/13/2023	GoDaddy
creditmentor.org	3/18/2024	GoDaddy
creditmysteries.com	12/1/2023	GoDaddy
creditmystery.com	12/1/2023	GoDaddy
creditmyths.com	11/13/2023	GoDaddy



creditnevada.com	5/7/2024	GoDaddy
creditopt.com	6/13/2023	GoDaddy
creditopt net	6/13/2023	GoDaddy
creditopt.org	6/13/2023	GoDaddy
creditoptions.com	8/11/2023	GoDaddy
creditoptions net	3/22/2024	GoDaddy
creditordirect.com	11/12/2023	GoDaddy
creditordirect net	11/12/2023	GoDaddy
creditordirect.org	11/12/2023	GoDaddy
creditrepair-thinkcredit.com	6/26/2023	GoDaddy
CREDITREPAIR.CO.UK	2/23/2024	GoDaddy
creditrepair.com	8/19/2023	GoDaddy
CREDITREPAIR.COM.BR	9/29/2023	GoDaddy
creditrepair net	12/1/2023	GoDaddy
creditrepairadvocates.com	2/11/2024	GoDaddy
creditrepairattorneyonline.com	8/28/2023	GoDaddy
creditrepairblog.com	5/13/2024	GoDaddy
creditrepairconsultation.com	9/30/2023	GoDaddy
creditrepaircounseling.com	12/5/2023	GoDaddy
creditrepaircounseling net	11/14/2024	GoDaddy
creditrepairdirect.com	8/18/2023	GoDaddy
creditrepairideas.com	12/13/2023	GoDaddy
creditrepairlexington.com	7/23/2023	GoDaddy
creditrepairlexington net	7/23/2023	GoDaddy
creditrepairlexington.org	7/23/2023	GoDaddy
creditrepairmarket.com	2/24/2024	GoDaddy
creditrepaioptions.com	2/23/2024	GoDaddy
CREDITREPAIRORGANIZATIONSACT.COM	12/12/2023	GoDaddy
creditrepairrights.com	2/11/2024	GoDaddy
creditrepairstories.com	9/11/2023	GoDaddy
creditrepairtv.co.uk	4/18/2024	GoDaddy
creditrepairtv.com	11/12/2023	GoDaddy
creditrepairtv net	1/24/2024	GoDaddy
creditrepairtv.org	1/25/2024	GoDaddy
creditreportdispute net	10/21/2023	GoDaddy
creditreportdisputesonline.com	9/18/2023	GoDaddy
creditreportrepair.co.uk	12/6/2023	GoDaddy
creditreportrepair.org	10/21/2023	GoDaddy
creditreportrepaircentral.com	8/31/2023	GoDaddy

creditreportwarning.co.uk	4/18/2024	GoDaddy
creditreportwarning.com	8/14/2023	GoDaddy
creditreportwarning.net	9/13/2023	GoDaddy
creditreportwarning.org	9/13/2023	GoDaddy
creditreportwarnings.co.uk	4/18/2024	GoDaddy
creditreportwarnings.com	12/29/2023	GoDaddy
creditreportwarnings.net	9/13/2023	GoDaddy
creditreportwarnings.org	9/13/2023	GoDaddy
creditsolve.co.uk	2/6/2024	GoDaddy
creditsolver.co.uk	2/6/2024	GoDaddy
creditstore.co.uk	2/6/2024	GoDaddy
creditrestorer.co.uk	2/6/2024	GoDaddy
creditrev.com	2/3/2024	GoDaddy
creditrev.net	2/3/2024	GoDaddy
creditrev.org	2/3/2024	GoDaddy
creditrevolution.com	7/16/2023	GoDaddy
creditrevolution.net	1/4/2024	GoDaddy
creditrevolution.org	1/4/2024	GoDaddy
creditrevolutionbook.com	7/10/2023	GoDaddy
creditrevolutionbook.net	7/10/2023	GoDaddy
creditrevolutionbook.org	7/10/2023	GoDaddy
creditrevolutionnetwork.com	1/18/2024	GoDaddy
creditrevolutions.com	8/6/2023	GoDaddy
creditrevolutions.net	1/4/2024	GoDaddy
creditrevolutions.org	1/4/2024	GoDaddy
creditrightrights.com	8/26/2023	GoDaddy
CREDITRIGHTS.NET	1/3/2024	GoDaddy
CREDITRIGHTS.ORG	1/4/2024	GoDaddy
creditpr.co	8/12/2023	GoDaddy
creditpr.com	9/17/2023	GoDaddy
creditscorecoaching.com	7/3/2023	GoDaddy
creditscorecoaching.net	7/3/2023	GoDaddy
creditscorecoaching.org	7/3/2023	GoDaddy
creditscoregrooming.com	7/3/2023	GoDaddy
creditscoregrooming.net	7/3/2023	GoDaddy
creditscoregrooming.org	7/3/2023	GoDaddy
creditscorespecialists.com	2/12/2024	GoDaddy
creditscoretruth.com	2/2/2024	GoDaddy
creditsimplifier.com	12/29/2023	GoDaddy

CREDITSOAPBOX.COM	2/1/2024	GoDaddy
CREDITSTUDENT.COM	2/1/2024	GoDaddy
CREDITSTUDENTS.COM	2/1/2024	GoDaddy
credittexas.com	5/7/2024	GoDaddy
creditutah.com	10/16/2023	GoDaddy
creditxl.com	3/12/2024	GoDaddy
creducation.com	1/8/2024	GoDaddy
croasettlement.com	4/15/2024	GoDaddy
crsms.com	6/25/2023	GoDaddy
crteditrepair.com	10/31/2023	GoDaddy
debtfreeforlife.co	7/21/2023	GoDaddy
debthandler.co.uk	4/18/2024	GoDaddy
debthandler.com	8/20/2023	GoDaddy
debthandler.net	4/4/2024	GoDaddy
debthandler.org	4/5/2024	GoDaddy
debthandlers.co.uk	4/18/2024	GoDaddy
debthandlers.net	4/18/2024	GoDaddy
debthandlers.org	4/19/2024	GoDaddy
DEBTUNIVERSITY.COM	2/1/2024	GoDaddy
defendyourcredit.com	1/18/2024	GoDaddy
defendyourcredit.net	1/18/2024	GoDaddy
defendyourcredit.org	1/19/2024	GoDaddy
desktop-connect.com	8/20/2023	GoDaddy
directdispute.co.uk	4/18/2024	GoDaddy
directdispute.com	11/20/2023	GoDaddy
directdispute net	1/24/2024	GoDaddy
directdispute.org	1/25/2024	GoDaddy
directdisputer.com	4/18/2024	GoDaddy
directdisputers.com	4/18/2024	GoDaddy
directdisputes.co.uk	4/18/2024	GoDaddy
directdisputes.com	11/12/2023	GoDaddy
directdisputes net	4/14/2024	GoDaddy
directdisputes.org	4/16/2024	GoDaddy
disputeagent.com	3/6/2024	GoDaddy
disputeagent.net	3/6/2024	GoDaddy
disputeagent.org	3/6/2024	GoDaddy
disputeanything.com	10/3/2023	GoDaddy
disputebadcredit.com	8/1/2023	GoDaddy
disputebadcredit net	6/27/2023	GoDaddy

disputedirectly.com	11/12/2023	GoDaddy
disputeeverything.com	10/3/2023	GoDaddy
disputemanager net	5/17/2024	GoDaddy
disputer.co.uk	4/13/2024	GoDaddy
disputer net	11/16/2023	GoDaddy
disputer.org	11/16/2023	GoDaddy
disputers.co.uk	4/20/2024	GoDaddy
disputers net	4/20/2024	GoDaddy
disputers.org	4/20/2024	GoDaddy
disputr.co.uk	4/18/2024	GoDaddy
disputr.com	12/12/2023	GoDaddy
disputr net	11/16/2023	GoDaddy
disputr.org	11/16/2023	GoDaddy
DIVORCEANDCREDIT.COM	2/1/2024	GoDaddy
divorcelawyerinc.com	7/12/2023	GoDaddy
dcreditrepairyourself.com	9/4/2023	GoDaddy
ducharmesettlement.com	2/23/2024	GoDaddy
E-Z-PAYDAY-LOANS.COM	2/1/2024	GoDaddy
EASY-APPROVAL-AUTO-LOANS.COM	2/1/2024	GoDaddy
EASY-APPROVAL-CREDIT-CARDS.COM	2/1/2024	GoDaddy
EASY-APPROVAL-MORTGAGE.COM	2/1/2024	GoDaddy
EASY-APPROVAL-PERSONAL-LOANS.COM	2/1/2024	GoDaddy
eclientcase.com	5/26/2024	GoDaddy
ecreditconsultation.com	11/16/2023	GoDaddy
ecreditconsultation net	11/16/2023	GoDaddy
ecredithope.com	11/16/2023	GoDaddy
ecredithope.net	11/16/2023	GoDaddy
ecreditresource.com	11/16/2023	GoDaddy
ecreditresource.net	11/16/2023	GoDaddy
ecreditresource.org	11/17/2023	GoDaddy
ecreditresources.com	11/16/2023	GoDaddy
ecreditresources.net	11/16/2023	GoDaddy
ecreditresources.org	11/17/2023	GoDaddy
edealsbest.com	11/19/2023	GoDaddy
efolks.biz	5/18/2024	GoDaddy
efolks.co	7/21/2023	GoDaddy
efolks.co.uk	12/6/2023	GoDaddy
efolks.com	7/3/2023	GoDaddy
efolks.info	5/19/2024	GoDaddy

efolks mobi	5/19/2024	GoDaddy
efolks.net	8/31/2023	GoDaddy
efolks.org	8/31/2023	GoDaddy
efolks.tv	5/19/2024	GoDaddy
efolks.us	5/18/2024	GoDaddy
efolksagents.com	2/1/2024	GoDaddy
efolksnetwork.com	11/14/2023	GoDaddy
efolksnetwork.net	11/14/2023	GoDaddy
efolksnetwork.org	11/14/2023	GoDaddy
efolksnetworks.com	11/14/2023	GoDaddy
efolksnetworks.net	11/14/2023	GoDaddy
efolksnetworks.org	11/14/2023	GoDaddy
etvutah.com	2/24/2024	GoDaddy
evaluatebankruptcy.co	7/21/2023	GoDaddy
evaluatebankruptcy.com	5/28/2024	GoDaddy
evaluatebankruptcy.net	7/22/2023	GoDaddy
everythingapp.com	9/21/2023	GoDaddy
everythingapp.net	9/21/2023	GoDaddy
everythingapp.org	9/22/2023	GoDaddy
everythingform.com	11/7/2023	GoDaddy
everythingform.net	11/7/2023	GoDaddy
everythingform.org	11/7/2023	GoDaddy
exadebt.com	2/2/2024	GoDaddy
exadebt.net	2/2/2024	GoDaddy
exadebt.org	2/2/2024	GoDaddy
extracredit.com	9/5/2023	GoDaddy
ezwarrantysource.com	6/22/2023	GoDaddy
facemeyerlaw.com	2/1/2024	GoDaddy
facemeyerlaw.net	2/1/2024	GoDaddy
facemeyerlaw.org	2/1/2024	GoDaddy
facemyerandassociates.com	1/31/2024	GoDaddy
facemyerandassociates.net	1/31/2024	GoDaddy
facemyerandassociates.org	1/31/2024	GoDaddy
facemyerlaw.com	2/1/2024	GoDaddy
facemyerlaw.net	2/1/2024	GoDaddy
facemyerlaw.org	2/1/2024	GoDaddy
facemyerlawfirm.com	6/4/2023	GoDaddy
faircredit.uk	2/5/2024	GoDaddy
fairdealsdirect.com	11/19/2023	GoDaddy

fastcashpay.com	2/3/2024	GoDaddy
FATTENMYFILE.COM	2/1/2025	GoDaddy
fightformyhouse.com	2/28/2024	GoDaddy
fixingmybadcreditscore.com	7/16/2023	GoDaddy
fixyourcreditrepairnow.com	7/29/2023	GoDaddy
FREE-DEBT-CONSULTATION.COM	2/1/2024	GoDaddy
freeoffersdirect.com	11/19/2023	GoDaddy
freescorestimator.com	11/19/2023	GoDaddy
fsprogram.com	6/16/2023	GoDaddy
GETCREDITWISE.COM	2/1/2024	GoDaddy
getfastcashtoday.com	3/12/2024	GoDaddy
GETMONEYSMART.COM	7/20/2023	GoDaddy
GETMONEYSMART.MOBI	2/6/2024	GoDaddy
GETMONEYSMART.ORG	2/8/2024	GoDaddy
GETMONEYSMART.US	2/7/2024	GoDaddy
hardestworkingamericans.com	5/1/2024	GoDaddy
healthycreditrepair.com	11/14/2023	GoDaddy
helpmefixmybadcredit.com	9/9/2023	GoDaddy
homegiftsolutions.com	5/28/2024	GoDaddy
homegiftusall.com	7/28/2023	GoDaddy
how-credit-repair-works.com	9/27/2023	GoDaddy
howcreditrepairworks.com	9/27/2023	GoDaddy
howtofixacreditreport.com	10/16/2023	GoDaddy
howtofixyourcredittoday.com	7/20/2023	GoDaddy
howtorepaircreditreport.com	10/16/2023	GoDaddy
howtorepaircreditreports.com	12/11/2023	GoDaddy
hraccessbenefits.com	8/28/2023	GoDaddy
hraccessmyhr.com	2/5/2024	GoDaddy
icheapdeals.com	11/19/2023	GoDaddy
icleancreditrepair.com	11/14/2023	GoDaddy
ILOVELEX.COM	7/27/2023	GoDaddy
improvecreditscoreasap.com	7/27/2023	GoDaddy
JOHNHEATHLAW.COM	4/26/2024	GoDaddy
joincreditrepair.com	8/26/2024	GoDaddy
keepmyinfosafe.com	12/14/2023	GoDaddy
keepmyinfosafe net	12/14/2023	GoDaddy
keepmyinfosafe.org	12/15/2023	GoDaddy
LEGALCREDITEXPERT.COM	2/1/2024	GoDaddy
lex-agent.com	2/5/2024	GoDaddy

lex-law-firm.com	12/17/2023	GoDaddy
lex-law-firm.net	12/17/2023	GoDaddy
lex-law-firm.org	12/18/2023	GoDaddy
lex-score.com	11/28/2023	GoDaddy
lex-score.net	11/28/2023	GoDaddy
lex-score.org	11/28/2023	GoDaddy
lex-vendor.com	8/5/2023	GoDaddy
lex123.com	2/11/2024	GoDaddy
lex99.com	11/16/2023	GoDaddy
lexabc.com	5/9/2024	GoDaddy
lexabc net	5/9/2024	GoDaddy
lexabc.org	5/9/2024	GoDaddy
lexamp.com	10/18/2023	GoDaddy
lexautoadvantage.com	1/4/2024	GoDaddy
lexautoadvantage net	1/4/2024	GoDaddy
lexautoadvantage.org	1/4/2024	GoDaddy
lexcorrect.com	4/1/2024	GoDaddy
lexcoupon.com	7/23/2023	GoDaddy
lexcoupons.com	8/2/2023	GoDaddy
lexcredit.co	7/21/2023	GoDaddy
lexcredit.com	10/3/2023	GoDaddy
lexcredit.net	5/2/2024	GoDaddy
lexcredit.org	5/3/2024	GoDaddy
lexcreditrepair.com	7/23/2023	GoDaddy
lexdebt.com	9/26/2023	GoDaddy
lexdebt net	9/26/2023	GoDaddy
lexdebt.org	9/26/2023	GoDaddy
LEXDISPUTE.COM	4/23/2024	GoDaddy
lexdispute.net	4/23/2024	GoDaddy
lexdispute.org	4/23/2024	GoDaddy
lexeclient.com	5/26/2024	GoDaddy
lexhop1.com	5/30/2024	GoDaddy
lexinganlaw.com	1/5/2024	GoDaddy
lexinganlaw net	1/5/2024	GoDaddy
lexingtenlaw.com	11/16/2023	GoDaddy
lexington-law-firm.com	11/4/2023	GoDaddy
lexington-law-firm net	12/19/2023	GoDaddy
lexington-law-firm.org	12/19/2023	GoDaddy
LEXINGTON-LAW.COM	7/30/2023	GoDaddy

lexington123.com	2/11/2024	GoDaddy
lexington99.com	1/16/2024	GoDaddy
lexingtonadvantage.com	12/12/2023	GoDaddy
lexingtonadvantage.net	12/12/2023	GoDaddy
lexingtonadvantage.org	12/12/2023	GoDaddy
lexingtonadvantages.com	12/12/2023	GoDaddy
lexingtonadvantages net	12/12/2023	GoDaddy
lexingtonadvantages.org	12/12/2023	GoDaddy
lexingtoncredit.com	11/6/2023	GoDaddy
lexingtoncreditadvisor.com	12/12/2023	GoDaddy
lexingtoncreditadvisor net	12/12/2023	GoDaddy
lexingtoncreditadvisor.org	12/12/2023	GoDaddy
lexingtoncreditadvisors.com	12/12/2023	GoDaddy
lexingtoncreditadvisors net	12/12/2023	GoDaddy
lexingtoncreditadvisors.org	12/12/2023	GoDaddy
lexingtoncreditcoach net	12/12/2023	GoDaddy
lexingtoncreditcoach.org	12/12/2023	GoDaddy
lexingtoncreditcoaches.com	12/12/2023	GoDaddy
lexingtoncreditcoaches net	12/12/2023	GoDaddy
lexingtoncreditcoaches.org	12/12/2023	GoDaddy
lexingtoncreditcommunity.com	12/12/2023	GoDaddy
lexingtoncreditcommunity net	12/12/2023	GoDaddy
lexingtoncreditcommunity.org	12/12/2023	GoDaddy
lexingtoncreditcounselor.com	12/12/2023	GoDaddy
lexingtoncreditcounselor net	12/12/2023	GoDaddy
lexingtoncreditcounselor.org	12/12/2023	GoDaddy
lexingtoncreditcounselors.com	12/12/2023	GoDaddy
lexingtoncreditcounselors.net	12/12/2023	GoDaddy
lexingtoncreditcounselors.org	12/12/2023	GoDaddy
lexingtoncreditedge.com	12/12/2023	GoDaddy
lexingtoncreditedge net	12/12/2023	GoDaddy
lexingtoncreditedge.org	12/12/2023	GoDaddy
lexingtoncreditexperts.com	12/12/2023	GoDaddy
lexingtoncreditexperts net	12/12/2023	GoDaddy
lexingtoncreditexperts.org	12/12/2023	GoDaddy
lexingtoncreditfix.com	7/23/2023	GoDaddy
lexingtoncreditgroup.com	12/12/2023	GoDaddy
lexingtoncreditgroup net	12/12/2023	GoDaddy
lexingtoncreditgroup.org	12/12/2023	GoDaddy



lexingtoncreditgroups.com	12/12/2023	GoDaddy
lexingtoncreditgroups.net	12/12/2023	GoDaddy
lexingtoncreditgroups.org	12/12/2023	GoDaddy
lexingtoncreditrepairexpert.com	12/12/2023	GoDaddy
lexingtoncreditrepairexpert.net	12/12/2023	GoDaddy
lexingtoncreditrepairexpert.org	12/12/2023	GoDaddy
lexingtoncreditrepairexperts.com	12/12/2023	GoDaddy
lexingtoncreditrepairexperts.net	12/12/2023	GoDaddy
lexingtoncreditrepairexperts.org	12/12/2023	GoDaddy
lexingtoncreditrepairkit.com	3/31/2024	GoDaddy
lexingtoncreditreportrepair.com	3/31/2024	GoDaddy
LEXINGTONCREDITREVOLUTION.COM	3/31/2024	GoDaddy
lexingtoncreditrevolution.net	3/31/2024	GoDaddy
lexingtoncreditrevolution.org	4/1/2024	GoDaddy
lexingtoncreditrevolutions.com	3/31/2024	GoDaddy
lexingtoncreditrighs.com	3/31/2024	GoDaddy
lexingtoncreditservice.com	3/19/2024	GoDaddy
lexingtoncreditservice.net	3/31/2024	GoDaddy
lexingtoncreditservice.org	4/1/2024	GoDaddy
lexingtoncreditservices.com	3/19/2024	GoDaddy
lexingtoncreditservices.net	3/31/2024	GoDaddy
lexingtoncreditservices.org	4/1/2024	GoDaddy
lexingtoncreditsolution.com	12/12/2023	GoDaddy
lexingtoncreditsolution.net	12/12/2023	GoDaddy
lexingtoncreditsolution.org	12/12/2023	GoDaddy
lexingtoncreditsolutions.net	12/12/2023	GoDaddy
lexingtoncreditsolutions.org	12/12/2023	GoDaddy
lexingtoncreditspecialist.com	12/12/2023	GoDaddy
lexingtoncreditspecialist.net	12/12/2023	GoDaddy
lexingtoncreditspecialist.org	12/12/2023	GoDaddy
lexingtoncreditspecialists.com	6/18/2023	GoDaddy
lexingtoncreditspecialists.net	12/12/2023	GoDaddy
lexingtoncreditspecialists.org	12/12/2023	GoDaddy
lexingtonedge.com	12/12/2023	GoDaddy
lexingtonedge.net	12/12/2023	GoDaddy
lexingtonedge.org	12/12/2023	GoDaddy
lexingtonelife.biz	11/17/2023	GoDaddy
lexingtonelife.co.uk	11/18/2023	GoDaddy
lexingtonelife.com	11/18/2023	GoDaddy

lexingtonelife.info	11/18/2023	GoDaddy
lexingtonelife.mobi	11/18/2023	GoDaddy
lexingtonelife.net	11/18/2023	GoDaddy
lexingtonelife.org	11/18/2023	GoDaddy
lexingtonelife.tv	11/18/2023	GoDaddy
lexingtonelife.us	11/17/2023	GoDaddy
lexingtonlifecommunity.biz	11/17/2023	GoDaddy
lexingtonlifecommunity.co.uk	11/18/2023	GoDaddy
lexingtonlifecommunity.com	11/18/2023	GoDaddy
lexingtonlifecommunity.info	11/18/2023	GoDaddy
lexingtonlifecommunity.mobi	11/18/2023	GoDaddy
lexingtonlifecommunity.net	11/18/2023	GoDaddy
lexingtonlifecommunity.org	11/18/2023	GoDaddy
lexingtonlifecommunity.tv	11/18/2023	GoDaddy
lexingtonlifecommunity.us	11/17/2023	GoDaddy
lexingtonlifefenetwork.biz	11/17/2023	GoDaddy
lexingtonlifefenetwork.co.uk	11/18/2023	GoDaddy
lexingtonlifefenetwork.com	11/18/2023	GoDaddy
lexingtonlifefenetwork.info	11/18/2023	GoDaddy
lexingtonlifefenetwork.mobi	11/18/2023	GoDaddy
lexingtonlifefenetwork.net	11/18/2023	GoDaddy
lexingtonlifefenetwork.org	11/18/2023	GoDaddy
lexingtonlifefenetwork.tv	11/18/2023	GoDaddy
lexingtonlifefenetwork.us	11/17/2023	GoDaddy
lexingtonfinancialservice.com	10/28/2023	GoDaddy
lexingtonfinancialservice.tv	10/28/2023	GoDaddy
lexingtonfinancialservices.com	3/31/2024	GoDaddy
lexingtonfinancialservices.tv	10/28/2023	GoDaddy
lexingtonfinancialservicestv.com	10/28/2023	GoDaddy
lexingtonfinancialservicetv.com	10/28/2023	GoDaddy
lexingtonfraudlines.com	7/13/2023	GoDaddy
lexingtonfs.com	3/31/2024	GoDaddy
lexingtonidentitytheft.com	7/13/2023	GoDaddy
lexingtonlaunch.com	11/30/2024	GoDaddy
lexingtonlaw.biz	10/20/2023	GoDaddy
lexingtonlaw.bz	9/26/2023	GoDaddy
lexingtonlaw.cc	9/26/2023	GoDaddy
lexingtonlaw.com	3/5/2024	GoDaddy
lexingtonlaw.net	8/15/2023	GoDaddy

lexingtonlaw.org	8/15/2023	GoDaddy
lexingtonlaw.tv	9/26/2023	GoDaddy
lexingtonlaw.us	10/20/2023	GoDaddy
lexingtonlaw.ws	9/26/2023	GoDaddy
lexingtonlawfirm.bz	9/26/2023	GoDaddy
lexingtonlawfirm.cc	9/26/2023	GoDaddy
lexingtonlawfirm.com	5/1/2024	GoDaddy
lexingtonlawfirm.net	8/15/2023	GoDaddy
lexingtonlawfirm.org	8/15/2023	GoDaddy
lexingtonlawfirm.tv	9/26/2023	GoDaddy
lexingtonlawfirm.ws	9/26/2023	GoDaddy
lexingtonlawfirms.co.uk	12/6/2023	GoDaddy
lexingtonlawfirms.net	12/6/2023	GoDaddy
lexingtonlawgroup.com	12/17/2023	GoDaddy
lexingtonlawjobs.com	4/8/2024	GoDaddy
lexingtonlawontrack.com	6/26/2023	GoDaddy
lexingtonlawreviews.com	12/9/2023	GoDaddy
lexingtonlawscam.com	1/16/2024	GoDaddy
lexingtonlawsucks.com	1/16/2024	GoDaddy
lexingtonlawtv.com	10/28/2023	GoDaddy
lexingtonlegalservice.com	4/16/2024	GoDaddy
lexingtonlegalservices.com	4/16/2024	GoDaddy
lexingtonrepair.com	7/23/2023	GoDaddy
lexingtonsolution.com	12/12/2023	GoDaddy
lexingtonsolution.net	12/12/2023	GoDaddy
lexingtonsolution.org	12/12/2023	GoDaddy
lexingtonsolutions.org	12/12/2023	GoDaddy
lexingtunlaw.com	1/23/2024	GoDaddy
lexlaw.mobi	5/19/2024	GoDaddy
lexlaw.tv	5/19/2024	GoDaddy
LEXLAWAZ.COM	2/16/2024	GoDaddy
LEXLAWCA.COM	9/26/2023	GoDaddy
LEXLAWCT.COM	2/16/2024	GoDaddy
LEXLAWDE.COM	5/17/2025	GoDaddy
lexlawfirm.co	8/19/2023	GoDaddy
LEXLAWFL.COM	2/16/2024	GoDaddy
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LEXLAWIN.COM	2/17/2027	GoDaddy

LEXLAWLA.COM	2/16/2024	GoDaddy
LEXLAWMD.COM	6/19/2024	GoDaddy
LEXLAWME.COM	5/17/2025	GoDaddy
LEXLAWMI.COM	6/8/2023	GoDaddy
LEXLAWMN.COM	2/16/2024	GoDaddy
LEXLAWMO.COM	2/16/2024	GoDaddy
LEXLAWMS.COM	6/8/2023	GoDaddy
LEXLAWNC.COM	2/16/2024	GoDaddy
LEXLAWNE.COM	2/16/2024	GoDaddy
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LEXLAWOH.COM	5/15/2025	GoDaddy
LEXLAWPA.COM	2/16/2024	GoDaddy
LEXLAWSC.COM	5/2/2024	GoDaddy
LEXLAWTN.COM	2/16/2024	GoDaddy
LEXLAWTX.COM	2/16/2024	GoDaddy
LEXLAWVA.COM	2/16/2024	GoDaddy
LEXLAWWA.COM	2/16/2024	GoDaddy
LEXLAWWI.COM	2/16/2024	GoDaddy
lexmap.com	11/28/2023	GoDaddy
lexmap net	11/28/2023	GoDaddy
lexmap.org	11/28/2023	GoDaddy
LEXMONEYSMART.COM	2/5/2024	GoDaddy
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lexngtnlaw.co	10/14/2023	GoDaddy
lexngtnlaw.com	10/15/2023	GoDaddy
lexongtoncreditexpert.com	12/12/2023	GoDaddy
lexongtoncreditexpert net	12/12/2023	GoDaddy
lexongtoncreditexpert.org	12/12/2023	GoDaddy
lexontrack.com	6/26/2023	GoDaddy
lexscore.com	11/28/2023	GoDaddy
lexscore.net	11/28/2023	GoDaddy
lexscore.org	11/28/2023	GoDaddy
libertytreelaw.com	7/17/2023	GoDaddy
libertytreelawfirm.com	7/17/2023	GoDaddy
lifeisbetterwithgoodcredit.com	3/28/2024	GoDaddy
littleshirley net	3/5/2024	GoDaddy
littleshirley.org	3/5/2024	GoDaddy

LIXINGTONLAW.COM	5/30/2024	GoDaddy
lovemycredit.com	10/28/2023	GoDaddy
LOW-INTEREST-REFI.COM	2/1/2024	GoDaddy
LUXINGTONLAW.COM	5/30/2024	GoDaddy
manageyourcreditscore.com	4/29/2024	GoDaddy
militarycreditcenter.com	1/8/2024	GoDaddy
militarycreditcenter.net	1/8/2024	GoDaddy
mybestcreditreport.com	10/9/2023	GoDaddy
mycreditcardceo.com	12/29/2023	GoDaddy
mycreditceo.com	12/29/2023	GoDaddy
mycreditdispute.net	4/20/2024	GoDaddy
mycreditdisputes.co.uk	4/20/2024	GoDaddy
mycreditdisputes.com	11/12/2023	GoDaddy
mycreditdisputes.net	4/20/2024	GoDaddy
mycreditdisputes.org	4/20/2024	GoDaddy
mycreditpull.com	3/7/2024	GoDaddy
mycreditpull.net	3/7/2024	GoDaddy
mycreditpull.org	3/7/2024	GoDaddy
mycreditrepairkit.com	4/1/2024	GoDaddy
mycreditreporthehelp.com	3/16/2024	GoDaddy
mycreditreporthehelp.net	3/16/2024	GoDaddy
mycreditreporthehelp.org	3/16/2024	GoDaddy
mycreditscoresucks.com	9/2/2023	GoDaddy
mycreditscoresucks.net	8/26/2023	GoDaddy
mycreditscoresucks.org	8/26/2023	GoDaddy
mycreditsimplifier.com	12/29/2023	GoDaddy
mycredittherapist.com	12/29/2023	GoDaddy
mydebtceo.com	12/29/2023	GoDaddy
myidentityceo.com	12/29/2023	GoDaddy
myidhq.com	1/4/2024	GoDaddy
myidhq.net	1/4/2024	GoDaddy
myitaccess.com	7/13/2024	GoDaddy
mylexingtonlawstory.com	3/22/2024	GoDaddy
myloanceo.com	12/29/2023	GoDaddy
mypurecredit.com	8/5/2023	GoDaddy
myreporttoday.com	1/4/2024	GoDaddy
myreporttoday.net	1/4/2024	GoDaddy
myreporttoday.org	1/4/2024	GoDaddy
myscoresucks.com	7/3/2023	GoDaddy

myscoresucks net	7/3/2023	GoDaddy
myscoresucks.org	7/3/2023	GoDaddy
nbdebt.com	2/2/2024	GoDaddy
nbdebt.net	2/2/2024	GoDaddy
nbdebt.org	2/2/2024	GoDaddy
needcashsoon.com	3/12/2024	GoDaddy
nettechmedia.com	7/30/2023	GoDaddy
nettechmedia.net	7/30/2023	GoDaddy
nettechmedia.org	7/30/2023	GoDaddy
northbridge debt.com	2/2/2024	GoDaddy
northbridge debt net	2/2/2024	GoDaddy
northbridge debt.org	2/2/2024	GoDaddy
operationcreditrepair.com	1/9/2024	GoDaddy
pay-per-dispute.com	12/15/2023	GoDaddy
payperdispute.com	12/15/2023	GoDaddy
peoplepoweredcredit.com	3/24/2024	GoDaddy
peoplepoweredcredit.info	3/24/2024	GoDaddy
peoplepoweredcredit net	3/24/2024	GoDaddy
peoplepoweredcredit.org	3/24/2024	GoDaddy
personalizedcreditsolutions.com	3/28/2024	GoDaddy
pgx-agent.com	5/6/2024	GoDaddy
pgx-agents.com	12/8/2023	GoDaddy
pgx-vendor.com	8/5/2023	GoDaddy
PGXADMINS.COM	2/1/2025	GoDaddy
pgxagent.com	9/21/2027	GoDaddy
pgxn.co	8/12/2023	GoDaddy
privacyassural.com	1/19/2024	GoDaddy
privacyassural net	1/19/2024	GoDaddy
privacyassural.org	1/20/2024	GoDaddy
progrexion.co.uk	12/6/2023	GoDaddy
progrexion.com	4/4/2024	GoDaddy
progrexion net	4/26/2024	GoDaddy
progrexion.org	4/26/2024	GoDaddy
progrexionmarketing.com	4/26/2024	GoDaddy
progrexionmedia.com	4/26/2024	GoDaddy
PROGREXIONTECH.COM	5/16/2025	GoDaddy
progrxn.co	10/14/2023	GoDaddy
progrxn.com	10/15/2023	GoDaddy
provencreditrepair.com	2/28/2024	GoDaddy

quickandlegalcreditrepair.com	4/4/2024	GoDaddy
quickercreditimprovement.com	4/4/2024	GoDaddy
raisecreditscoreasap.com	7/30/2023	GoDaddy
removenegativeitems.com	7/23/2023	GoDaddy
repairnegativecredit.com	12/17/2023	GoDaddy
repairsafe.com	2/25/2024	GoDaddy
repairsafe.org	1/12/2025	GoDaddy
reportwatch.com	3/6/2024	GoDaddy
reportwatch.org	4/5/2024	GoDaddy
reportwatcher.co.uk	4/18/2024	GoDaddy
reportwatcher.com	4/24/2024	GoDaddy
reportwatcher net	3/29/2024	GoDaddy
reportwatcher.org	3/30/2024	GoDaddy
reportwatchers.co.uk	4/18/2024	GoDaddy
reportwatchers.com	3/29/2024	GoDaddy
reportwatchers net	3/29/2024	GoDaddy
reportwatchers.org	3/29/2024	GoDaddy
repossessionrights.com	2/10/2024	GoDaddy
rescoremore.com	10/18/2023	GoDaddy
RESETRESCUECENTER.COM	2/1/2024	GoDaddy
RESETRESCUECENTER.NET	2/1/2024	GoDaddy
RESETRESCUECENTER.ORG	2/27/2024	GoDaddy
restoremybadcredit.com	9/19/2023	GoDaddy
restoremycreditscore.com	3/5/2024	GoDaddy
restoremyreport.com	11/15/2023	GoDaddy
restoremyscore.co.uk	4/18/2024	GoDaddy
restoremyscore.net	7/7/2023	GoDaddy
ruimcredito.com	12/8/2023	GoDaddy
samedaycreditreport.com	8/16/2024	GoDaddy
samedaycreditreports.com	8/16/2024	GoDaddy
savaroo.net	3/27/2024	GoDaddy
save-a-roo.com	3/27/2024	GoDaddy
save-a-roo net	3/27/2024	GoDaddy
savearoo net	3/27/2024	GoDaddy
scorecoaching.com	2/23/2024	GoDaddy
scorecoaching.net	7/3/2023	GoDaddy
scorecoaching.org	7/3/2023	GoDaddy
scorecr.com	12/4/2023	GoDaddy
scoregrooming.com	7/3/2023	GoDaddy

scoregrooming net	7/3/2023	GoDaddy
scoregrooming.org	7/3/2023	GoDaddy
SCORELORD.COM	2/1/2024	GoDaddy
SCORELORD.NET	2/1/2024	GoDaddy
SCORELORD.ORG	3/14/2024	GoDaddy
sendclients.com	1/6/2024	GoDaddy
SHAREPOINTMAIL.COM	12/10/2023	GoDaddy
SHREDDEDCREDIT.COM	2/3/2027	GoDaddy
solidcredit net	1/9/2024	GoDaddy
solidcredit.org	1/9/2024	GoDaddy
solidcredit.wiki	11/2/2023	GoDaddy
solidcreditinfo.com	1/9/2024	GoDaddy
solidcreditinfo net	1/9/2024	GoDaddy
solidcreditinfo.org	1/9/2024	GoDaddy
solidcreditrepair.com	1/26/2024	GoDaddy
solidcreditrepair net	1/9/2024	GoDaddy
solidcreditrepair.org	1/9/2024	GoDaddy
solidcreditreport.com	12/5/2023	GoDaddy
solidcreditreports.com	12/5/2023	GoDaddy
solidid.com	1/12/2024	GoDaddy
solidid.net	1/4/2024	GoDaddy
solidid.org	1/14/2024	GoDaddy
solididentity.com	12/14/2023	GoDaddy
solididentity net	12/14/2023	GoDaddy
solididentity.org	12/15/2023	GoDaddy
solidscore.com	1/4/2024	GoDaddy
solidscore.net	1/4/2024	GoDaddy
solidscore.org	1/4/2024	GoDaddy
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solidscores.net	1/4/2024	GoDaddy
solidscores.org	1/4/2024	GoDaddy
spherous.com	5/28/2024	GoDaddy
spherous net	5/28/2024	GoDaddy
spherous.org	11/28/2023	GoDaddy
spherousmarketing.com	5/28/2024	GoDaddy
spherousmedia.com	5/28/2024	GoDaddy
studentcreditcounseling.com	1/14/2024	GoDaddy
SU-CREDITO.COM	2/1/2024	GoDaddy
taxnegotiationnetwork.com	2/15/2024	GoDaddy



TECHIEGROUP.COM	4/14/2024	GoDaddy
tellclients.com	1/6/2024	GoDaddy
theartofcredit.com	11/4/2023	GoDaddy
thecreditchannel.com	12/14/2023	GoDaddy
thecreditchannel.info	4/3/2024	GoDaddy
thecreditchannel.net	12/14/2023	GoDaddy
thecreditrevolutionnetwork.com	1/18/2024	GoDaddy
thecreditsnapshot.com	6/12/2025	GoDaddy
thehardestworkingamericans.com	5/1/2024	GoDaddy
thescoreestimator.co	7/21/2023	GoDaddy
thescoreestimator.com	11/19/2023	GoDaddy
thescoreestimator.net	7/22/2023	GoDaddy
thescoreestimator.org	7/22/2023	GoDaddy
totalcreditcontrol.com	8/9/2023	GoDaddy
totalmarketgroup.com	9/21/2023	GoDaddy
totalmarketgroup.net	9/21/2023	GoDaddy
totalmarketgroup.org	9/21/2023	GoDaddy
trustedcreditfix.com	4/4/2024	GoDaddy
turbo-credit.com	4/27/2024	GoDaddy
turbo-credit.net	4/27/2024	GoDaddy
turbocreditkit.com	4/27/2024	GoDaddy
turbocreditkit.net	4/27/2024	GoDaddy
turbocreditrepairkit.com	4/27/2024	GoDaddy
turbocreditrepairkit.net	4/27/2024	GoDaddy
udispute.com	8/1/2023	GoDaddy
unitedcreditservices.com	3/21/2024	GoDaddy
wedispute.com	8/1/2023	GoDaddy
wedisputebadcredit.com	4/2/2024	GoDaddy
whatismyscore.com	7/3/2023	GoDaddy
whatismyscore.net	7/3/2023	GoDaddy
whatismyscore.org	7/3/2023	GoDaddy
WICKEDTALENTEDPEOPLE.COM	7/1/2024	GoDaddy
womenscreditcenter.com	1/9/2024	GoDaddy
worryfreecreditrepair.com	3/27/2024	GoDaddy
youcreditreportscore.com	9/3/2023	GoDaddy
youcreditreportscores.com	9/3/2023	GoDaddy
youdispute.com	8/1/2023	GoDaddy
yourautoallow.com	2/28/2024	GoDaddy
yourcashquick.com	2/4/2024	GoDaddy

yourcredit.com	12/14/2023	GoDaddy
yourcreditadvantage.com	11/22/2024	GoDaddy
yourcreditattorneys.com	8/11/2023	GoDaddy
yourcreditmatter.com	11/14/2023	GoDaddy
yourcreditmatters.com	3/30/2024	GoDaddy
yourcreditrepairguide.com	8/11/2023	GoDaddy
yourcreditrepairhelp.com	10/18/2023	GoDaddy
yourhomequote.com	8/16/2024	GoDaddy
yourpurecredit.com	8/5/2023	GoDaddy
yourreporttoday.com	3/27/2024	GoDaddy
yourtrustedcreditrepair.com	4/4/2024	GoDaddy

### Registered Copyright Registrations and Applications

Title	Registration Number	Registration Date	Publication Date	Current Owner of Record
Credit.com customer service credit training & reference manual.	<a href="#">TXu001593639</a>	12/5/2007	—	<i>Credit.com Educational Services, LLC</i>
Get credit wise too kit.	<a href="#">TX0006567198</a>	4/20/2007	3/31/2007	<i>Credit.com Educational Services, LLC</i>
Credit reporting & credit scoring.	<a href="#">TX0006556215</a>	4/16/2007	3/31/2007	<i>Credit.com Educational Services, LLC</i>
Credit report card.	<a href="#">VAu000731872</a>	1/22/2007	—	Credit.com, Inc.
A step by step guide to buying a home in any market.	<a href="#">TXu001579118</a>	7/7/2008	—	Credit.com, Inc.
How to buy your dream home in any market.	<a href="#">TXu001579103</a>	7/2/2008	—	Credit.com, Inc.
The fair debt collection practices act tutorial.	<a href="#">TXu001337815</a>	2/5/2007	—	Credit.com, Inc.
Credit report card computer program.	<a href="#">TXu001337193</a>	1/22/2007	—	Credit.com, Inc.
Credit report card.	<a href="#">TX0007147918</a>	12/7/2009	4/1/2007	Credit.com, Inc.
Understanding your debt collection rights.	<a href="#">TX0006625557</a>	2/6/2007	6/2/2005	Credit.com, Inc.

**Schedule 4.9(a) - Benefit Plans**

1. Group Application Medical Plan, dated 2022, with Selecthealth and Progrexion Holdings Inc.
2. Administrative Services Agreement, dated January 1, 2015, by and between OptumHealth Financial Services, Inc. and Progrexion, as amended.
  - FSA (Optum Bank, Inc.)
  - HSA (Optum Bank, Inc.)
3. Vision Plan, dated September 7, 2022, with EyeMed Vision Care LLC.
4. Dental Plan (Delta Dental)
5. COBRA benefits (Administered by Optum Bank, Inc.)
6. Basic Life Insurance (Life Insurance Company of North America)
7. Accidental Death and Dismemberment Insurance Coverage (Life Insurance Company of North America)
8. Supplemental Life Insurance (Life Insurance Company of North America)
9. Disability Benefits (Life Insurance Company of North America)
10. Workers' Compensation Program
11. 401(k) Plan (Fidelity Investment Company)
12. Roth 401(k) Plan (Fidelity Investment Company)
13. Employee Assistance Program (SelectHealth)
14. PTO Policy for Eligible Employees
15. Paid/Unpaid Leave
16. Health and wellness programs
17. Access to credit-repair services
18. Time off to volunteer with community partners
19. Paid sabbatical at 5, 10, 15, or 20 year anniversary
20. Retirement Plan Consulting (Morgan Stanley)
- 21. Benefit Advocate Center (Gallager)**

**Schedule 4.10(a) - Business Employees**

Attached.

Employee Name	Pay Component	Pay Date	Pay Period	Pay Type	Rate	Hours	Rate x Hours	Other Pay	Total Pay	Account #	Actual Pay	Monthly Total
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

**Schedule 4.11 - Conduct of Business**

*Bureau of Consumer Financial Protection v. Progrexion Marketing, Inc., et al.*, Case No. 2:19-CV-00298-BSJ (D. Utah 2019). The Consumer Financial Protection Bureau (the “CFPB”) filed a five-count complaint in the United States District Court for the District of Utah against Progrexion Marketing, Inc., PGX Holdings, Inc., Progrexion Teleservices, Inc., eFolks, LLC, CreditRepair.com, Inc., and John C. Heath, Attorney at Law PC for alleged claims and violations of federal law related to certain alleged telemarketing operations and billing practices. On March 10, 2023, the CFPB’s motion for summary judgment was granted solely as to Count I. As a remedy, the CFPB is seeking prospective injunctive relief and over \$2.7 billion in monetary relief from the defendants solely on account of Count I. Litigation on Counts II-V is still pending.

**Schedule 4.12(a) - Compliance with Laws**

None.

**Schedule 4.12(b) - Material Default**

None.



**Schedule 4.13 - Financial Statements**

None.

**Schedule 4.14 - Financial Advisors**

Alvarez & Marsal

Debtor Restructuring  
Advisor

Greenhill & Co Inc

Debtor Investment Banker

**Schedule 4.15 – Undisclosed Liabilities**

None.

**Schedule 4.16(a) - Tax Matters**

Sellers have received various information document requests (IDRs) from the State of California's auditor which has communicated their desire to source additional revenue to California which would result in additional tax of \$250,000 for 2017 & 2018. No official tax claims or tax adjustment proposals have been sent to the Sellers. Sellers pushed back on the auditor's communication stating that California revenues are sourced appropriately as shown on the originally filed tax returns. The audit is ongoing.

**Schedule 4.16(b) - Tax Matters**

None.

**Schedule 4.16(c) - Tax Matters**

None.

**Schedule 4.18(a) - Related Party Transactions**

1. Master Services Agreement, dated August 5, 2021, and those Statements of Work, dated August 5, 2021 and May 10, 2022, each by and between Progrexion ASG, Inc. and Dteckt, Inc.
2. Engagement Agreement, dated January 1, 2011, by and among Progrexion ASG, Inc., Eric M. Kamerath & Associates, PLLC and Eric Kamerath.

**Schedule 4.18(b) - Related Party Transactions**

None.



**Schedule 8.1(c) – Consents and Approvals**

None.

**Schedule 10.17 – Non-Recourse**

None.

**EXHIBIT 3**

**Lexington Law APA**

**ASSET PURCHASE AGREEMENT**

by and among

[ACQUISITIONCO],

as Buyer,

and

JOHN C. HEATH, ATTORNEY AT LAW PC D/B/A LEXINGTON LAW,

as Seller

Dated as of [●], 2023

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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the “Agreement”), dated as of [●], 2023 (the “Agreement Date”), is made and entered into by and among [AcquisitionCo], a Utah professional corporation (together with any assignee(s) or designee(s) pursuant to Section 10.2, “Buyer”) and John C. Heath, Attorney at Law PC d/b/a Lexington Law, a Utah professional corporation (“Seller”). Buyer and Seller are collectively referred to herein as the “Parties” and each, a “Party.”

### RECITALS:

A. Seller is a law firm engaged in the business of providing legal services, advice, and representation (“Legal Services”) directly to third-party clients primarily for the purpose of credit repair, and PGX (as defined below) provides Seller with operational support services pursuant to the PGX Operating Agreements (as defined below) (the “Business”).

B. Prior to the execution of this Agreement, the Seller and the PGX Debtors filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101 et seq. (as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) (such cases, the “Cases”).

C. This Agreement is being delivered in connection with that certain Asset Purchase Agreement, dated on or around the date hereof, by and among [Lender Acquisition Co LLC], a Delaware limited liability company, the PGX Debtors and, solely with respect to certain sections as referenced therein, Blue Torch Finance LLC, a Delaware limited liability company (the “PGX Agreement”).

D. Upon the terms and subject to the conditions set forth in this Agreement, and as authorized under sections 105, 363 and 365 of the Bankruptcy Code as relates to Seller, Seller proposes to sell, transfer and assign to Buyer, and Buyer proposes to purchase, acquire and assume from Seller the Purchased Assets (as defined below) and Assumed Liabilities (as defined below).

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and upon the terms and subject to the conditions hereof, the Parties, intending to be legally bound, hereby agree as follows:

## ARTICLE I DEFINITIONS

1.1 Defined Terms. As used herein, the terms below shall have the following respective meanings:

“Acquired Bank Accounts” shall mean any bank accounts of Seller that Buyer elects to acquire by written notice to Seller on or before the date that is ten (10) days prior to Closing; provided that the Parties shall agree in good faith as to one or more bank accounts that Seller and/or the PGX Debtors shall retain in connection with the wind down and liquidation of the Seller and PGX Debtor entities and businesses following the Closing.



“Acquired Intellectual Property” shall mean, collectively, all Owned Intellectual Property and Licensed Intellectual Property.

“Administrative Expenses” shall mean, collectively, the administrative expenses incurred by Seller and/or the PGX Debtors in the Cases, including expenses of the kind specified in Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 546(c), 546(d), or 726 (to the extent permitted by Law) of the Bankruptcy Code, and any other provision of the Bankruptcy Code (including, subject to entry of the Interim and Final DIP Orders, Section 506(c) of the Bankruptcy Code).

“Affiliate” shall mean, 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 and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Allocation Schedule” shall mean the schedule allocating the Purchase Price and the Assumed Liabilities in accordance with Section 1060 of the Code and the Treasury Regulations thereunder and any corresponding requirements of any state, local, or foreign Tax Laws, as applicable.

“Alternate Transaction” shall mean a transaction or transactions pursuant to which Seller or any of its Affiliates, in one or a series of transactions, sells, transfers, exchanges, leases or otherwise disposes of, directly or indirectly, all or any material portion of the Purchased Assets, including any transaction effected in connection with the Auction or through any other asset sale, stock sale, share exchange, debt-for-equity swap, joint venture, credit bid, financing, merger, amalgamation, business combination, reorganization, restructuring or recapitalization, a plan of reorganization, a plan of arrangement or any similar transaction, in each case that would not involve a sale or disposition of all or any material portion of the Purchased Assets or the Business to Buyer; provided that neither any disposition of Purchased Assets that is expressly permitted by Section 6.2 of this Agreement, nor the liquidation, dismissal or conversion of the Cases and the dissolution of the Seller, shall be deemed an Alternate Transaction.

“Approved Budget” shall have the meaning ascribed thereto in the DIP Documents.

“Auction” shall mean the auction for the Purchased Assets to be conducted on the Auction Date in accordance with the terms and provisions of the Bidding Procedures Order and as defined in the Bidding Procedures.

“Auction Date” shall mean the date of the Auction scheduled by the Bankruptcy Court and set forth in the Bidding Procedures Order or such later date as shall be announced by Seller and the PGX Debtors in accordance with the Bidding Procedures Order.

“Avoidance Actions” shall mean any and all actual and/or potential claims and causes of action under chapter 5 of the Bankruptcy Code or state fraudulent conveyance, fraudulent transfer, or similar Laws, or any other avoidance actions under the Bankruptcy Code.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure originally promulgated pursuant to 28 U.S.C. § 2075.

“Benefit Plan” shall mean any “employee benefit plan” (within the meaning of Section 3(3) of ERISA), and all pension, severance, retirement, consulting, compensation, profit sharing, commission, employment, change in control, retention, fringe benefit, bonus, stock or other equity, equity based, option, incentive compensation, restricted stock, stock appreciation right or similar right, phantom equity, profits interests, deferred compensation, employee loan, vacation, paid time off, welfare, medical, dental, vision, flexible benefit, cafeteria, dependent care, disability or wage continuation benefits during periods of absence from work (including short-term disability, long-term disability and worker’s compensation benefits), supplemental unemployment, hospitalization, life insurance, death or survivor benefits, employment insurance, and all other employee benefit plans, programs, policies, practices, agreements and other arrangements, and any funding vehicle therefor now in effect, in each case, whether or not subject to ERISA, whether formal or informal, written or oral, insured or self-insured, funded or unfunded, binding or not, that (i) provides benefits or compensation to, or which has any application to, any present or former employee, director, independent contractor or other individual service provider of Seller or any beneficiary or dependent of such persons, (ii) is adopted, maintained, sponsored, contributed to, or required to be contributed to by Seller, or (iii) with respect to which Seller is a party, is bound, participates in, or has or could reasonably be expected to have any Liability.

“Bid” shall have the meaning ascribed to such term in the Bidding Procedures.

“Bidding Procedures” shall mean the Bidding Procedures filed with the Bankruptcy Court in the form attached hereto as Exhibit A or otherwise in form and substance reasonably acceptable to Buyer.

“Bidding Procedures Motion” shall mean the motion filed in the Cases, which motion shall be in form and substance satisfactory to Buyer (together with all exhibits thereto), (i) seeking approval of (A) this Agreement and the Transactions and (B) the Bidding Procedures and scheduling certain dates, deadlines and forms of notice in connection therewith, and (ii) granting other related relief, in each case, in form and substance acceptable to Buyer.

“Bidding Procedures Order” shall mean the order entered by the Bankruptcy Court approving the Bidding Procedures Motion, the Bidding Procedures and granting the relief requested therein in the form set forth in Exhibit B and with such modifications or supplements reasonably satisfactory to Buyer.

“Business Day” shall mean any day other than a Saturday, Sunday or a legal holiday on which banking institutions in New York City, New York are authorized or obligated by Law or executive order to close.

“Business Employee” means each employee of Seller as of immediately prior to the Closing.

“Buyer Avoidance Actions” shall mean any actual and/or potential Avoidance Actions or other Claim by Seller against John C. Heath and Eric Kamerath.

“Buyer Group” means Buyer, any Affiliate of Buyer and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, advisors, successors or permitted assigns.

“Claims” shall have the meaning as defined in the Bankruptcy Code.

“Client Agreements” shall mean, collectively, each agreement in effect as of the [Agreement Date] between the Seller and a client, whether an individual or a corporate or governmental entity (a “Client”), to create a relationship for the primary purpose of Legal Services rendered by the Seller, regardless of the nature of such Legal Services and notwithstanding whether such agreement is styled as a certain Engagement Agreement and Limited Designation of Agency or otherwise.

“Closing” shall mean the consummation of the Transactions.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Confidential Information” shall mean all information in any form or medium that relates to the Business, the Purchased Assets or the Assumed Liabilities, including financial information, projections, pricing structures, technical data, Trade Secrets, know-how, ideas, inventions, designs, research, development plans, identities of, and arrangements with, customers and suppliers, software and databases, but shall not include any information that (i) at the time of disclosure thereof is generally available to the public (other than as a result of disclosure in violation of this Agreement), or (ii) is independently developed by the receiving party following the Closing Date without reliance on or use of any Confidential Information.

“Contract” shall mean any lease, sublease, license, sublicense, agreement, contract, contract right, obligation, trust, purchase order, sale order, instrument and other similar arrangements, whether or not in written form, that is binding upon a Person or its property (including any commitment to enter into any of the foregoing).

“Cure Amounts” shall mean all amounts payable that must be paid or otherwise satisfied to cure all of Seller’s monetary defaults under the Assumed Contracts at the time of the assumption thereof and assignment to Buyer pursuant to section 365 of the Bankruptcy Code.

“Dataroom” shall mean that certain data site administered by Box.

“Debt” shall mean, without duplication, (i) indebtedness or other obligations for borrowed money or in respect of loans or advances or issued in substitution for or exchange of indebtedness for borrowed money or loans or advances, whether short-term or long-term, secured or unsecured, (ii) any indebtedness or other obligations evidenced by any note, bond, debenture or other debt security or instrument, (iii) all obligations to pay the deferred purchase price of property or services, contingent or otherwise (including all “earn-out” obligations), (iv) all obligations under interest rate and currency hedging agreements, including swap breakage or associated fees, (v) all obligations arising from bankers’ acceptances, letters of credit (to the extent drawn) and cash/book overdrafts or similar facilities, (vi) all obligations for the payment of which a Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including guarantees of such

obligations, (vii) any obligations under leases that have been or are required to be, in accordance with GAAP, recorded as capital leases, (viii) any indebtedness or other obligations secured by an Encumbrance on Seller's interest in any assets, and (ix) all accrued interest, premiums, penalties (including any prepayment penalties or premiums) and other obligations related to any of the foregoing.

“DIP Documents” shall mean that certain Superpriority Secured Debtor-in-Possession Credit Facility by and among the DIP Lenders, the PGX Debtors, the Seller, the Guarantors (as defined therein) and the Administrative Agent (as defined therein), together with the schedules and exhibits attached thereto and all agreements, documents, orders, instruments and/or amendments executed, delivered or entered in connection therewith.

“DIP Facility” shall mean the debtor-in-possession term loan facility pursuant to which the DIP Lenders agreed to provide debtor-in-possession financing commitments on the terms set forth in the DIP Documents.

“DIP Lenders” shall mean the lenders providing the DIP Facility.

“Documents” means all of Seller's 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, maintenance schedules, functional requirements, operating instructions, 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.

“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.

“Equity Interests” of any Person shall mean all (i) shares of capital stock, rights to purchase shares of capital stock, warrants, options, calls or restricted stock (whether or not currently exercisable), (ii) equity appreciation, phantom stock, stock plans, profit participation plans, profit units, profit interests, equity plans or similar rights, (iii) participations or other equivalents of or interests in (however designated, including units thereof) the equity (including common stock, preferred stock and limited liability company, partnership and joint venture interests) of such Person and (iv) securities exchangeable for or convertible or exercisable into any of the foregoing.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“Excluded Cash” shall mean, collectively, all cash on hand and cash drawn by Seller under the DIP Facility to the extent necessary to, subject to the terms of the DIP Orders and Approved

Budget (each as approved by the Bankruptcy Court in connection with the DIP Facility), (a) satisfy the allowed Professional Fees and Expenses payable by Seller, if any, that have accrued, are undisputed and are unpaid as of the Closing Date, (b) pay all Administrative Expenses of the Seller that are accrued, unpaid, allowed and undisputed as of the effective date in the Cases, subject to the DIP Orders and Approved Budget and (c) fund an orderly liquidation, dismissal or conversion of the Cases and the dissolution of the Seller (which amount shall be equal to \$2,625,000 (the “Wind Down Amount”)), to be used in accordance with a budget acceptable to the Debtors and Buyer (the “Wind Down Budget”) (to be finalized prior to the Sale Hearing and attached as an exhibit to the Sale Order).

“Final DIP Order” shall mean an Order of the Bankruptcy Court acceptable to the Administrative Agent in its sole discretion, authorizing and approving on a final basis, among other things, the DIP Documents and the DIP Facility on a final basis (as the same may be amended, supplemented, or modified from time to time after entry thereof with the consent of Administrative Agent, in its sole discretion) as to which no stay has been entered.

“Final Order” shall mean an Order of the Bankruptcy Court or other applicable court (a) that is not the subject of a pending appeal, petition for certiorari, motion for reconsideration or leave to appeal or other proceeding for review, rehearing or reargument, (b) that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect, and (c) with respect to which the time to appeal, to petition for certiorari, to move for reconsideration or to seek review, rehearing or reargument shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure or other applicable Laws, as applicable.

“GAAP” shall mean United States generally accepted accounting principles.

“Governmental Entity” shall mean any (i) federal, state, provincial, local, municipal, foreign or other government, (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court, arbitrator or other tribunal) or (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Intellectual Property” shall mean all intellectual property and industrial property, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including all: (i) patents and patent applications, all continuations, divisionals, and continuations-in-part of any of the foregoing, all patents issuing on any of the foregoing, and all reissues, renewals, substitutions, reexaminations and extensions of any of the foregoing; (ii) trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions of any of the foregoing (collectively, “Marks”); (iii) internet domain names; (iv) copyrights, works of authorship, and all mask work, database and design rights,

whether or not registered or published, all applications, registrations, reversions, extensions and renewals of any of the foregoing, and all moral rights, however denominated (collectively, “Copyrights”); (v) trade secrets and other confidential or proprietary information (collectively, “Trade Secrets”); (vi) rights of publicity, persona rights or other rights to use indicia of any Person’s personality; and (vii) Technology and other intellectual property or industrial property rights arising from or relating to any Technology.

“Interim DIP Order” shall mean an Order of the Bankruptcy Court (as the same may be amended, supplemented, or modified from time to time after entry thereof in accordance with the terms thereof), in form and substance acceptable to the Administrative Agent in its sole discretion, authorizing on an interim basis, among other things, the DIP Documents and the DIP Facility.

“Knowledge of Seller” shall mean, as to a particular matter, the actual knowledge of John C. Heath, Esq.

“Law” shall mean any federal, state, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order, treaty, administrative interpretation, guideline, principle of common law or equity, judgment enacted, promulgated, issued, enforced or entered by any Governmental Entity.

“Leased Real Property” shall mean each parcel of real property leased by Seller, together with all rights, title and interest of Seller in and to leasehold improvements relating thereto.

“Leases” shall mean all leases, subleases, licenses, concessions and other agreements pursuant to which Seller holds any Leased Real Property.

“Liabilities” shall mean, as to any Person, all debts, adverse claims, liabilities, commitments, responsibilities, and obligations of any kind or nature whatsoever, direct, indirect, asserted or unasserted, absolute or contingent, of such Person, whether accrued, vested or otherwise, whether known or unknown, and whether or not actually reflected, or required to be reflected, in such Person’s balance sheets or other books and records, including any liability for Taxes.

“Licensed Intellectual Property” shall mean all Intellectual Property (other than Owned Intellectual Property) used, held for use or practiced in connection with the Business.

“Liquidating Plan” shall mean a liquidating plan of reorganization permissible under chapter 11 of the Bankruptcy Code, to be implemented in the Cases.

“Material Adverse Effect” shall mean any matter, event, change, occurrence, circumstance, development, condition, fact or effect (each an “Effect”), which, when considered either individually or in the aggregate together with other Effects is materially adverse to the Business, the Purchased Assets and the Assumed Liabilities, taken as a whole; provided that none of the following (or the 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 arising out of, resulting from or attributable to general business or economic conditions affecting (A) the United States or those countries within which Seller operates, or (B) the industries in which Seller operates, 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 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 any change in GAAP or regulatory accounting principles or interpretations thereof after the date hereof, or a change in applicable Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Entity (including, for the avoidance of doubt, any such items related to Section 6.5) and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing after the date hereof; (iii) 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 another country 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) terrorist act or 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 any other country; (iv) Effects in, arising from or relating to any global or national health concern, pandemic, or epidemic, (whether or not declared as such by any Governmental Entity), viral outbreak (including “Coronavirus” or “COVID-19” or the worsening thereof) or any quarantine or trade restrictions related thereto; (v) Effects in, arising from or relating to any natural disaster, fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God or any other *force majeure*; (vi) Effects in, arising from or relating to the decline or rise in price of any currency or any equipment, machines, computers, furniture, furnishings, fixtures, supplies, vehicles or other fixed assets necessary to or used in the provision of services by Seller or its Affiliates (including any resulting inability to meet customer demands and any resulting breaches of Contracts); (vii) 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); (viii) Effects in, arising from or relating to (A) the taking of any action permitted or contemplated by this Agreement or at the request of Buyer or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, (C) Buyer’s failure to consent to any of the actions restricted in Section 6.1, or (D) the negotiation, announcement, or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Buyer or Buyer’s plans with respect to the Purchased Assets and Assumed Liabilities, including the impact thereof on the relationships, contractual or otherwise, of the business of Seller or its Affiliates with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation arising from or relating to this Agreement or the Transactions; (ix) Effects in, arising from, or relating to any existing event, occurrence or circumstance that is publicly known or disclosed or with respect to which Buyer has knowledge as of the date hereof, including any matter set forth in the Seller’s Disclosure Schedules (as defined below); (x) Effects in, arising from or relating to any action required to be taken under any existing Contract to which Seller or its Affiliates (or any of their assets or properties) is bound; (xi) Effects that arise from any seasonal fluctuations in the Business; (xii) 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 Buyer or its Affiliates or Representatives) and any other failure to win or maintain customers or business; (xiii) the Effect of any action taken by Buyer or its Affiliates

with respect to the Transactions or the financing thereof or any breach by Buyer of this Agreement; (xiv) the matters set forth on the Seller's Disclosure Schedules and any changes or developments in, or Effects or results arising from or relating to, matters set forth on the Seller's Disclosure Schedules; or (xv) (A) the commencement or pendency of the Cases; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the Transactions, (2) the Sale Order or the reorganization or liquidation of Seller or its Affiliates, or (3) the assumption or rejection of any Available Contract; or (C) any Order of the Bankruptcy Court or any actions or omissions of Seller or its Affiliates in compliance therewith.

“Opt-Out Notices” shall mean, collectively, the Notice of Sale of Lexington Law, the form of which was approved by that certain order of the Bankruptcy Court entered at Docket No. 64 of the procedurally-consolidated Cases, provided to each Client.

“Order” shall mean any judgment, order, injunction, writ, ruling, decree, stipulation, award or other binding obligation, pronouncement or determination of any Governmental Entity or arbitration tribunal.

“Ordinary Course of Business” shall mean the conduct and operation of the Business, taken as a whole, in the ordinary course, taken as a whole, consistent with past practice and taking into account the contemplation, commencement and pendency of the 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.

“Organizational Documents” shall mean, with respect to any Person (other than a natural Person), (i) the certificate or articles of incorporation, formation or organization and any limited liability company, operating or partnership agreement, or similar organizational document adopted or filed in connection with the creation, formation or organization of such Person and (ii) all bylaws and equity holders agreements or similar arrangements to which such Person (or holders of its Equity Interests) is a party relating to the organization or governance of such Person, in each case, as amended or supplemented.

“Owned Intellectual Property” shall mean all Intellectual Property owned or purported to be owned by Seller.

“Permits” shall mean all licenses, certificates, consents, permits, registrations, quotas, and other authorizations of any Governmental Entity relating to the Purchased Assets or used by Seller in connection with the Business, and all pending applications therefor.

“Permitted Encumbrances” shall mean (i) liens for utilities and Taxes, assessments or other governmental charges not yet due and payable, the amount or validity of which is being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) building codes, zoning Laws, entitlement and other land use restrictions, environmental regulations and other similar restrictions imposed by Law or by any Governmental Entity having jurisdiction over any Real Property which are not violated by the current use, occupancy or operation of any Real Property, (iii) easements, rights of way, restrictive covenants, encroachments, and similar non-monetary encumbrances or non-monetary impediments against



any of the Purchased Assets which do not, individually or in the aggregate, adversely affect the operation of the Purchased Assets and, in the case of the Leased Real Property, which do not, individually or in the aggregate, adversely affect the use or occupancy of such Leased Real Property as it relates to the operation of the Purchased Assets, (iv) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course of Business for amounts not yet due and payable, (v) licenses granted on a non-exclusive basis, (vi) such other defects, exceptions, restrictions, imperfections in title, charges, easements, restrictions and encumbrances which do not, individually or in the aggregate, materially and adversely affect the operation of the Purchased Assets, (vii) title of a lessor under a capital or operating lease if such lease is an Assumed Contract; and (viii) solely prior to the Closing, any Encumbrances that will be removed or released by operation of the Sale Order.

“Person” shall mean an individual, partnership, joint venture, corporation, business trust, limited liability company, trust, unincorporated organization, association, joint stock company, estate, Governmental Entity or other entity.

“Personal Information” shall mean, in addition to any definition for any similar term (e.g., “personal data” or “personally identifiable information” or “PII”) provided by applicable Law or by Seller in any of their privacy policies, notices or contracts, all information that identifies, could be used to identify or is otherwise associated with an individual person or device, whether or not such information is associated with an identified individual. Personal Information may relate to any individual, including a current, prospective, or former customer, end user or employee of any Person, and includes information in any form or media, whether paper, electronic, or otherwise.

“Petition Date” shall mean the date on which Seller and the PGX Debtors file voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

“PGX” shall mean, collectively, Progrexion Holdings, Inc., a Delaware corporation (“Progrexion”), Progrexion IP, Inc., a Delaware corporation (“PGX IP”), Progrexion Marketing, Inc., a Delaware corporation (“PMT”), Progrexion ASG, Inc., a Delaware corporation (“PGX ASG”) and Progrexion Teleservices, Inc., a Delaware corporation (“PTI”).

“PGX Debtors” shall mean, collectively, PGX, PGX Holdings, Inc., a Delaware corporation, PGX Holdings, Inc., a Delaware corporation, Credit.com, Inc., a Delaware corporation, eFolks Holdings, Inc., a Delaware corporation, eFolks, LLC, a Delaware limited liability company, creditrepair.com, Inc., a Florida corporation, Credit Repair UK, Inc., a Delaware corporation, and Creditrepair.com Holdings, Inc., a Delaware corporation.

“PGX Operating Agreements” shall mean, collectively, that certain (i) Software Licensing Agreement by and between PGX IP and Seller, effective September 1, 2014, (ii) Advertising Agreement by and between PMI and Seller, effective as of September 1, 2014, (iii) Administrative Services Agreement by and between PGX ASG and Seller and (iv) Cross Default Agreement by and between PGX and Seller, effective July 1, 2012, in each case, together with all applicable amendments, documents and agreements related thereto.

“PGX Sale” shall mean the sale of assets of the PGX Debtors pursuant to the PGX Agreement.

“Post-Closing Tax Period” shall mean all taxable years or other taxable periods that end after the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period beginning after the Closing Date.

“Pre-Closing Tax Period” shall mean all taxable years or other taxable periods that end on or before the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period ending on and including the Closing Date.

“Privacy Laws” shall mean any and all applicable Laws, legal requirements and self-regulatory guidelines (including of any applicable foreign jurisdiction) relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (technical, physical or administrative), disposal, destruction, disclosure or transfer (including cross-border) of any Personal Information, including the Federal Trade Commission Act, Health Insurance Portability and Accountability Act (HIPAA), California Consumer Privacy Act (CCPA), Payment Card Industry Data Security Standard (PCI-DSS), and any and all applicable Laws relating to breach notification or marketing in connection with any Personal Information.

“Proceeding” shall mean any action, claim complaint, arbitration, governmental investigation, prosecution, order, litigation, proceeding, or suit (whether civil, criminal, administrative, investigative, appellate, or informal) 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, or otherwise involving, any Governmental Entity or arbitrator.

“Professional Fees and Expenses” shall mean the reasonable and documented fees and expenses of professionals of Seller and any committee appointed in the Cases pursuant to section 1102 of the Bankruptcy Code that are accrued and unpaid as of the Closing Date, whether or not included in a fee statement or fee application at such time and whether or not allowed by the Bankruptcy Court at such time.

“Purchased Assets” shall mean all right, title and interest of Seller, as of the Closing, in, to and under all of the assets, properties, interests, rights and claims of Seller as of the Closing (whether owned, leased, licensed, used or held for use by the Seller), wherever situated and of whatever kind and nature, real or personal, tangible or intangible, and whether or not reflected on the books and records of the Seller, including the assets, properties, rights and claims as of the Closing described in Section 2.1, other than the Excluded Assets.

“Real Property” shall mean Leased Real Property.

“Representative” shall mean, with respect to any Person, such Person’s officers, managers, directors, employees, agents and representatives (including any investment banker, financial advisor, accountant, legal counsel or expert retained by or acting on behalf of such Person or its Affiliates).

“Sale Order” shall mean, collectively, the Order or Orders which shall be in a form and substance acceptable to Buyer and Seller in their sole discretion and which shall, among other things: (i) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code (A) the execution, delivery and performance by Seller of this Agreement, including each and every term and condition hereof, and the other instruments and agreements contemplated hereby, (B) the sale of the applicable Purchased Assets of Seller to Buyer free and clear of all Encumbrances and Liabilities (other than Permitted Encumbrances), on the terms set forth herein and (C) the assumption of the Assumed Liabilities of Seller by Buyer on the terms set forth herein; (ii) authorize Seller to assume and assign to Buyer the Assumed Contracts; (iii) find that Buyer has provided adequate assurance of future performance with respect to the Assumed Contracts to which Seller is a party; (iv) find that Buyer is a “good faith” buyer within the meaning of section 363(m) of the Bankruptcy Code; (v) provide that neither Buyer nor any of its Affiliates or equityholders will have any derivative, successor, transferee or vicarious liability of any kind or character, whether fixed or contingent, for Liabilities of Seller (whether under federal or state Law or otherwise), including on account of any Taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Business prior to the Closing (except for such Taxes that constitute Assumed Liabilities); (vi) waive in all necessary jurisdictions, (A) the so-called “bulk sales,” “bulk transfer” and similar Laws, including those related to Taxes and (B) the imposition of any Taxes incurred in connection with the Transactions and the Sale Order; (vii) enjoin all Persons from commencing any proceeding or taking any action against Buyer or any of its Affiliates to recover any claim that such Person has solely against Seller or its Affiliates; and (viii) provide that the obligations of Seller relating to Taxes, whether arising under Law, by this Agreement (except as specifically set forth in this Agreement), or otherwise, shall be fulfilled by Seller.

“Seller’s Disclosure Schedules” shall have the meaning ascribed to such term in the opening paragraph of Article IV.

“Software” shall mean, collectively, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing.

“Successful Bidder” shall mean the winning bidder at the Auction.

“Tax” or “Taxes” shall mean (i) all U.S. federal, state, local, foreign and other taxes, assessments, duties or charges of any kind whatsoever, including, income, profits, gains, net worth, sales and use, *ad valorem*, gross receipts, sales, use, business and occupation, license, premium, minimum, alternative or add-on minimum, environmental, estimated, stamp, customs duties, occupation, property (real or personal), franchise, capital stock, license, excise, value added, payroll, employment, social security (or similar), escheat, unclaimed property, unemployment, transfer, severance, registration, lease, service, recording, documentary, permit or authorization, intangibles or other tax (whether payable directly or by withholding), together with any penalty, fine, addition to tax or interest on the foregoing; (ii) any liability in respect of any items described

in clause (i) payable by reason of contract, assumption, transferee or successor liability, operation of Law, Treasury Regulations Section 1.1502-6(a) or any analogous or similar provision of Law (or any predecessor or successor thereof) or otherwise; and (iii) any Liability in respect of any items described in clause (i) as a result of being a “transferee” of the taxpayer or entity or a number of a related, non-arm’s length, affiliated or combined group.

“Tax Return” shall mean any return, declaration, report, claim for refund, or information return or statement (including elections, declarations, disclaimers, notices, disclosures, schedules, estimates) relating to Taxes, including any schedule or attachment thereto, and including any amendment or supplement thereof.

“Technology” shall mean all technology, formulae, algorithms, procedures, processes, methods, techniques, ideas, know-how, creations, inventions (whether patentable or unpatentable and whether or not reduced to practice), discoveries, improvements, product, servicing, business, financial and supplier information and materials, specifications, designs, models, devices, prototypes, schematics and development tools, Software, websites, recordings, graphs, drawings, reports, analyses and other writings and other tangible embodiments of any of the foregoing, in any form or media whether or not specifically listed in this definition.

“Transactions” shall mean the sale of the Purchased Assets pursuant to this Agreement and the other transactions contemplated by this Agreement.

“Transfer Tax” or “Transfer Taxes” shall mean any stamp, sales, use, transfer, conveyance, recording, registration, filing or other similar non-income Tax, fee, duty or charge imposed upon the sale, transfer or assignment of property or any interest therein or the recording thereof, and any penalty, addition to Tax or interest with respect thereto.

“Transferred Client Agreements” shall mean, collectively, each of the Client Agreements other than any such agreement corresponding to a client that timely opted-out from the transfer from Seller to Buyer of such client’s relationship for Legal Services in accordance with the terms of the applicable Opt-Out Notice.

“Treasury Regulations” shall mean the regulations promulgated under the Code, as such regulations may be amended from time to time.

“WARN Act” shall mean the Worker Adjustment and Retraining Notification Act of 1988, as amended.

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1.3 Other Definitional Provisions and Rules of Interpretation.

(a) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are 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.

(b) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall 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) Words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any Party to this Agreement shall include such Party’s successors and permitted assigns.

(f) The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”.

(g) References herein to any Law shall be deemed to refer to such Law as amended, modified, codified, reenacted, replaced, supplemented or superseded in whole or in part and in effect from time to time, including any successor legislation thereto, and also to all rules and regulations promulgated thereunder, and references to any section or other provision of a Law means that section or provision of such Law in effect from time to time and constituting the substantive amendment, modification, codification, reenactment, replacement or supplement of such section or other provision; provided that for purposes of any representation or warranty set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Law, the reference to such Law means such as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(h) All references to “\$” and dollars shall be deemed to refer to the currency of the United States of America.

(i) The provision of a table of contents, the division into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. References to the terms “Article,” “Section,” “clause,” “Schedule” and “Exhibit” are references to the Articles, Sections, clauses, Schedules and Exhibits to this Agreement unless otherwise specified.

(j) References to “days” means calendar days unless Business Days are expressly specified. 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.

(k) References to “written” or “in writing” include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)).

(l) 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.

(m) Any document or item will be deemed “delivered,” “provided” or “made available” by Seller, within the meaning of this Agreement if such document or item (a) is included in the Dataroom, (b) actually delivered or provided to Buyer or any of Buyer’s Representatives or (c) made available upon request, including at Seller’s office(s).

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

## **ARTICLE II TRANSFER OF ASSETS AND LIABILITIES**

2.1 Purchased Assets. At the Closing, and upon the terms and subject to the conditions set forth herein and in the Sale Order and, with respect to Seller, subject to the approval of the Bankruptcy Court pursuant to sections 105, 363 and 365 of the Bankruptcy Code, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of the right, title and interest of Seller, free and clear of any Encumbrances (other than Permitted Encumbrances), in, to and under, all of the Purchased Assets. The Purchased Assets shall include Seller’s right, title and interest in, to and under each of the following of Seller:

(a) other than the Excluded Cash, (i) all cash, money orders, third-party checks, wire transfers and any other funds of Seller, commercial paper, marketable securities, demand deposits, reserves for Taxes, certificates of deposit and other bank deposits, deposits of Seller with any third-party (including any vendor, manufacturer, customer, utility or landlord or other cash deposits for rent, electricity, telephone or otherwise), treasury bills, and other cash equivalents and liquid investments (in each case, net of bank overdrafts, issued but uncleared checks, wire transfers and drafts, and negative cash balances in other accounts), and (ii) the Acquired Bank Accounts;

(b) all deposits, credits, and prepaid charges and expenses from whatever source paid;

(c) all accounts receivable;

(d) all Avoidance Actions and all of the rights, claims or causes of action of the Seller of any kind, including those available under the Bankruptcy Code, against any officer, director, employee, manager or Affiliate of, or lender to Seller or any of its respective Affiliates (and the proceeds of any insurance policies related to any such rights, claims or causes of action) arising at any time prior to the Closing; provided that neither the Buyer nor any Person claiming by, through or on behalf of the Buyer (including by operation of law, sale, assignment, conveyance or otherwise) shall pursue, prosecute, litigate, institute or commence any Proceeding based on, assert, sell, convey, assign or file any Claim that relates to any rights, claims or causes of action transferred under this Section 2.1(d) against Seller, or any officer, director, employee, manager, adviser, or other Representative of Seller;

(e) all Claims that Seller may have against any Person (including Governmental Entities) for refund or credit, rebate, abatement, deposit, prepayment, or other recovery of any type, together with any refund of interest due thereon or penalty rebate arising therefrom, in each case solely with respect to Taxes accrued with respect to periods ending on or prior to the Closing Date;

(f) all royalties, advances, prepaid assets, and other current assets;

(g) all machinery, furniture, fixtures, furnishings, equipment, and other tangible personal property owned or used or held for use by Seller in the conduct of the Business, including all artwork, desks, chairs, tables, hardware, copiers, telephone lines and numbers, facsimile machines and other telecommunication equipment, cubicles and miscellaneous office furnishings and supplies;

(h) all rights of Seller under or pursuant to all warranties, representations and guarantees, including those made by suppliers, manufacturers and contractors or any other third party to and for the benefit of Seller;

(i) all current and prior insurance policies, to the extent transferable, and any proceeds therefrom, other than any directors and officers insurance policies;

(j) all Permits, including those listed on Schedule 2.1(j), to the extent transferable or assignable under Law;

(k) all Assumed Contracts;

(l) all Documents;

(m) all Acquired Intellectual Property and all of Seller's rights to institute and pursue Proceedings against third parties for past, present and future infringement, misappropriation or dilution of any of the foregoing, or other conflict therewith, and all of Seller's rights to recover damages or lost profits in connection with any of the foregoing;

(n) all rights under non-disclosure or confidentiality, non-compete or non-solicitation agreements with employees and non-employee agents of Seller or with third parties



(including any non-disclosure or confidentiality, non-compete, or non-solicitation agreement entered into in connection with the Auction);

(o) any interest in any internet websites, URLs or internet domain names, and any applications and registrations pertaining thereto;

(p) any loans owed to Seller by any current or former employee, officer or director of Seller;

(q) the sponsorship of all Assumed Benefit Plans and all right, title and interest in any assets thereof or relating thereto;

(r) all other assets or rights of every kind and description of Seller related to the Business, wherever located, whether real, personal or mixed, tangible or intangible; and

(s) all goodwill related to the foregoing.

2.2 Excluded Assets. Notwithstanding anything herein contained to the contrary, from and after the Closing, Seller shall retain, and Buyer shall not purchase, Seller's right, title and interest in and to (and the Purchased Assets shall not include any of) the following assets and properties of Seller (collectively, the "Excluded Assets"), all of which shall remain the exclusive property of the Seller:

(a) any Contract other than (i) any Assumed Contract, or (ii) any Contract otherwise included as a Purchased Asset under Section 2.1(h), Section 2.1(k), or Section 2.1(n) (collectively, the "Excluded Contracts"); *provided* that, for the avoidance of doubt, all Client Agreements other than Transferred Client Agreements shall constitute Excluded Contracts;

(b) any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of Seller and any Related Party (as defined below);

(c) all Claims which Seller may have against any Person (other than Avoidance Actions or any of the other rights, claims or causes of action described in Section 2.1(d)), including (i) all other rights, claims, causes of action, rights of recovery, rights of set-off, and rights of recoupment as of the Closing of Seller, in each case, arising out of or relating to events occurring on or prior to the Closing Date, and (ii) all claims that Seller may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities;

(d) all rights of Seller under this Agreement and the agreements and instruments delivered to Seller by Buyer pursuant to this Agreement;

(e) all Documents (i) to the extent they relate to any of the Excluded Assets or Excluded Liabilities (including information stored on the computer systems, data networks or servers of Seller); (ii) that are Seller's financial accounting Documents, all minute books, organizational documents, stock registers and such other books and records of Seller as pertaining to ownership, organization or existence of Seller, Tax Returns (and any related work papers), corporate seal, checkbooks, and canceled checks; (iii) that 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, to the extent not prohibited by applicable Law, Buyer shall have the right to make copies of any portions or all of such Documents;

(f) all privileged materials, documents and records of Seller or any of its Affiliates;

(g) the Seller's directors and officers liability insurance policies, if any, and all rights and benefits of any nature of Seller with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(h) all assets owned or used by Seller that are specifically identified in Schedule 2.2(h);

(i) every asset of Seller that would otherwise constitute a Purchased 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) in the Ordinary Course of Business, (ii) at the direction of the Bankruptcy Court or (iii) as otherwise permitted by the terms of this Agreement;

(j) all deposits, credits, prepaid charges and expenses, and other similar amounts, to the extent related to any Excluded Liability;

(k) all Permits other than those set forth in Schedule 2.1(j);

(l) the sponsorship of all Benefit Plans that are not Assumed Benefit Plans and all right, title and interest in any assets thereof or relating thereto; and

(m) the Excluded Cash.

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement and the Sale Order, and subject to the exclusions set forth in Section 2.4 (and in the event of any conflict between the exclusions set forth in Section 2.4 and the provisions of this Section 2.3, the exclusions set forth in Section 2.4 shall prevail), as partial consideration for the Purchased Assets, Buyer shall, on and after the Closing, assume only the following Liabilities of Seller (the "Assumed Liabilities"):

(a) all Liabilities under the Assumed Contracts to the extent that any such Liabilities under such Assumed Contracts: (i) arise out of or relate to events, occurrences, acts or omissions occurring solely after the Closing Date, (ii) do not arise from a breach, violation or default of such Assumed Contract by Seller prior to the Closing; and (iii) are not required to be performed prior to the Closing;

(b) all Liabilities relating to Buyer's ownership or operation of the Purchased Assets to the extent arising out of or relating to events, occurrences, acts or omissions occurring solely after the Closing Date;

(c) all Cure Amounts;

(d) all accrued and unpaid Administrative Expenses incurred by Seller prior to the Closing Date (other than Professional Fees and Expenses) and those listed on Schedule 2.3(d), not to exceed \$5,100,000 in the aggregate;

(e) all current Liabilities, including all accounts payable and trade payables existing on the Closing Date (including, for the avoidance of doubt, (i) invoiced accounts payable and (ii) accrued but uninvoiced accounts payable) of Seller;

(f) all Liabilities in respect of wages and other compensation of Business Employees for periods prior to the Closing Date;

(g) all Liabilities of Seller under the employment agreements set forth on Schedule 2.3(g) (the “Key Employee Agreements”);

(h) all Liabilities relating to Transferred Employees accruing on or after the Closing Date;

(i) all Liabilities relating to Transferred Employees’ vacation and other paid time off to the extent set forth in Section 6.6;

(j) all Liabilities with respect to the Benefit Plans listed on Schedule 2.3(j) (the “Assumed Benefit Plans”);

(k) all Liabilities for Transfer Taxes pursuant to Section 6.10(a); and

(l) those Tax Liabilities specifically set forth on Schedule 2.3(l).

2.4 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, Buyer shall not assume, and shall not be deemed to have assumed, and Seller shall be solely and exclusively liable with respect to, all Liabilities of Seller or any of its Affiliates or any of their respective predecessors other than the Assumed Liabilities (collectively, the “Excluded Liabilities”). For the avoidance of doubt, and without limiting the foregoing, Buyer shall not be obligated to assume, nor assumes, and Buyer hereby disclaims, all of the Excluded Liabilities, including the following Liabilities of Seller or any of its Affiliates (or any of its respective predecessors) (which shall constitute an Excluded Liability hereunder):

(a) any Claim in connection with or arising from or relating to any Excluded Asset, including any Taxes associated therewith.

#### 2.5 Assumption and Assignment of Assumed Contracts.

(a) At the Closing Seller shall assume and assign, or cause to be assigned, to Buyer, and Buyer shall accept assignment of, each of the PGX Operating Agreements and Transferred Client Agreements.

(b) Schedule 2.5(b) sets forth a list of the executory Contracts other than the PGX Operating Agreement to which Seller is a party, together with estimated Cure Amounts for each Assumed Contract (such Contracts other than the Client Agreements, the “Available”

Contracts”), which Schedule 2.5(b) may be updated from time to time prior to the date that is fifteen (15) days following the Agreement Date to add any Contracts inadvertently excluded from such schedule. By the date that is two (2) Business Days prior to the Closing (such date, the “Determination Date”), Buyer shall designate in writing (each such writing, a “Designation Notice”) which Available Contracts from Schedule 2.5(b) Buyer wishes for Seller to assume and assign to Buyer at the Closing (such contracts, together with the PGX Operating Agreements, the Key Employee Agreements and the Transferred Client Agreements, the “Assumed Contracts”). Buyer shall have the right to amend a Designation Notice in any respect at any time prior to the Determination Date. All Contracts of Seller that are listed on Schedule 2.5(b) and which Buyer does not designate in writing pursuant to a Designation Notice for assumption shall not constitute Assumed Contracts or Purchased Assets and shall automatically be deemed Excluded Assets; provided, however, that if an Available Contract is subject to a Cure Amount dispute or other dispute as to the assumption or assignment of such Available Contract that has not been resolved to the mutual satisfaction of Buyer and Seller prior to the Determination Date, then the Determination Date shall be extended (but only with respect to such Available Contract) to no later than the earlier of (A) the date on which such dispute has been resolved to the mutual satisfaction of Buyer and Seller, (B) the date on which such Available Contract is deemed rejected by operation of section 365 of the Bankruptcy Code and (C) the date upon which such dispute is finally determined by the Bankruptcy Court (the “Extended Contract Period”). If a Designation Notice with respect to such Available Contract is not delivered by Buyer in writing by the date which is three (3) Business Days following the expiration of such Extended Contract Period, such Available Contract shall be automatically deemed an Excluded Asset. For the avoidance of doubt, except as set forth in Section 2.3, Buyer shall not assume or otherwise have any Liability with respect to any Excluded Asset. At Buyer’s reasonable request, Seller shall make reasonably available to Buyer the appropriate employees of Seller necessary to discuss the outstanding Available Contracts. Notwithstanding the foregoing, for the avoidance of doubt, the Key Employee Agreements and the PGX Operating Agreements shall, in any event, be Assumed Contracts.

(c) Seller shall use commercially reasonable efforts to take all actions required by the Bankruptcy Court to obtain an Order (which may be the Sale Order) containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code.

(d) At the Closing, Seller shall, pursuant to the Sale Order and the Bill of Sale and Assignment and Assumption Agreement, assume and assign, or cause to be assigned, to Buyer, each of the Assumed Contracts that is capable of being assumed and assigned as of such date.

(e) Buyer will cooperate with Seller in communicating with third parties to Available Contracts as may be reasonably necessary to assist Seller in establishing that Buyer has satisfied the requirement of adequate assurance of future performance contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the applicable Available Contracts.

(f) In the event Seller is unable to assign any such Assumed Contract to Buyer without the consent of another Person, then the Parties shall use their commercially reasonable efforts to obtain, and to cooperate in obtaining, all required consents necessary to assume and assign such Assumed Contracts to Buyer; provided that Seller’s administration of the process with

the Opt-Out Notices shall be sufficient to satisfy Seller's obligations under this Section 2.5(f) solely in connection with Client Agreements.

(g) As soon as practicable after the Agreement Date (and in no event later than three (3) Business Days after entry of the Bidding Procedures Order), Seller shall file a list of the Available Contracts (the "Assumption Notice") with the Bankruptcy Court and shall serve such Assumption Notice via first class mail on each counterparty to an Available Contract listed thereon. The Assumption Notice shall identify all Available Contracts and set forth a good faith estimate of the amount of the Cure Amounts applicable to each such Contract.

(h) Not later than one (1) Business Day following the Determination Date, Seller shall file with the Bankruptcy Court an amended and restated Assumption Notice, which notice shall set forth only the Assumed Contracts (and exclude all other Available Contracts).

(i) On the Closing Date, with respect to Cure Amounts not disputed as of the Closing Date, Buyer shall pay all Cure Amounts to the applicable counterparty and Seller shall have no Liability therefor. With respect to Cure Amounts that are disputed as of the Closing Date, the Parties shall cooperate and diligently pursue resolution of such disputes. Upon the resolution of any disputed Cure Amount following the Closing, Buyer shall pay such Cure Amount promptly, and in no event later than two (2) Business Days following such resolution.

(j) Upon payment by Buyer of the Cure Amounts, all defaults under the Assumed Contracts (monetary or otherwise) and all actual or pecuniary losses that have or may have resulted from such defaults shall be deemed cured, including any Tax, rental obligation, common area maintenance, percentage rent, base rent or utility payments, whether or not such obligation became due, or accrued, after the effective date of the assignment of such Assumed Contracts, as the case may be.

(k) Notwithstanding anything in this Agreement to the contrary, from and after the date hereof through the Closing, Seller will not reject or take any action (or fail to take any action that would result in rejection by operation of Law) to reject, repudiate or disclaim any Contract without the prior written consent of Buyer; provided that the Seller's administration of the process for Opt-Out Notices shall not violate this Section 2.5(k).

(l) Previously Omitted Contracts.

(i) If prior to or following the date which is thirty (30) days following the Agreement Date, it is discovered by any Party that a Contract should have been listed on Schedule 2.5(b) but was not listed on Schedule 2.5(b) and has not been rejected by the Seller (any such Contract, a "Previously Omitted Contract"), the discovering Party shall, promptly following the discovery thereof (but in no event later than two (2) Business Days following the discovery thereof), notify the other Parties in writing of such Previously Omitted Contract and then the Seller shall, promptly following such notification (but in no event later than two (2) Business Days following such notification), notify Buyer of Seller's good faith estimate of all Cure Amounts (if any) for such Previously Omitted Contract. Buyer may thereafter deliver a Designation Notice to Seller, no later than the earlier of (x) the Determination Date or the expiration of the Extended Contract Period, as applicable,

and (y) five (5) Business Days following notification of such Previously Omitted Contract from the Seller with respect to such Previously Omitted Contract and, if such Designation notice is so delivered, such contract shall be an Assumed Contract under this Agreement. All Previously Omitted Contracts with respect to which Buyer fails to timely deliver a Designation Notice, shall be an Excluded Asset.

(ii) If Buyer delivers a Designation Notice in accordance with Section 2.5(l)(i), the Seller shall serve a notice (the “Previously Omitted Contract Notice”) on the counterparties to such Previously Omitted Contract notifying such counterparties of the Cure Amounts with respect to such Previously Omitted Contract and Seller’s intention to assume and assign such Previously Omitted Contract in accordance with this Section 2.5. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with fourteen (14) Business Days to object, in writing to Seller and Buyer, to the Cure Amounts or the assumption of its Contract. If the counterparties, Seller and Buyer are unable to reach a consensual resolution with respect to the objection, Seller shall seek an expedited hearing before the Bankruptcy Court to determine the Cure Amounts and approve the assumption. If no objection is served on Seller and Buyer, Seller shall obtain an order of the Bankruptcy Court fixing the Cure Amounts and approving the assumption of the Previously Omitted Contract. Buyer shall be responsible for all Cure Amounts relating to such Previously Omitted Contracts and for any obligations or Liabilities relating to such Previously Omitted Contracts arising during the Extended Contract Period.

(m) For the avoidance of doubt and notwithstanding anything to the contrary herein, neither Party shall have any obligation to comply with the terms of Sections 2.5(b), 2.5(d)-(e), 2.5(g)-(j) and 2.5(l) solely with respect to Client Agreements.

### ARTICLE III CLOSING AND PURCHASE PRICE

#### 3.1 Closing; Transfer of Possession; Certain Deliveries.

(a) Unless this Agreement shall have been terminated and the Transactions shall have been abandoned pursuant to Article IX, the Closing shall take place at 10:00 a.m. (prevailing Eastern Time) on the date (the “Closing Date”) that is two (2) Business Days after all the conditions set forth in Article VIII shall have been satisfied or waived (excluding, but subject to the satisfaction or waiver of, conditions that, by their nature, are to be satisfied at the Closing), or such other time or date as agreed to in writing by the Parties. The Closing shall take place by telephone or video conference and electronic exchange of documents, unless otherwise mutually agreed to by the Parties. The Closing shall be effective as of 12:01 a.m. (prevailing Eastern Time) on the Closing Date.

(b) At the Closing, Seller shall deliver, or shall cause to be delivered, to Buyer the following:

(i) a counterpart to the Bill of Sale and Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C (the “Bill of Sale and Assignment and Assumption Agreement”), duly executed by Seller;

(ii) one (1) or more assignments of the Owned Intellectual Property, in a form reasonably acceptable to Buyer and Seller, duly executed by the applicable Seller(s);

(iii) a certificate of a duly authorized officer of Seller dated the Closing Date certifying as to the matters set forth in Section 8.1(a), Section 8.1(b) and Section 8.1(d);

(iv) terminations and/or assignments of the Leases as reasonably requested by Buyer with respect to the Real Property;

(v) a certification of non-foreign status from Seller, duly completed and executed in compliance with Treasury Regulation Section 1.1445-2(b); and

(vi) such other closing instruments and certificates as may be reasonably requested by Buyer, in each case in form and substance reasonably acceptable to Buyer and Seller.

(c) At the Closing, Buyer shall deliver, or shall cause to be delivered to Seller, the following:

(i) a counterpart to the Bill of Sale and Assignment and Assumption Agreement, duly executed by Buyer;

(ii) a certificate of a duly authorized officer of Buyer dated the Closing Date, certifying as to the matters set forth in Section 8.2(a) and Section 8.2(b); and

(iii) such other closing instruments and certificates as may be reasonably requested by the Seller, in each case, in form and substance reasonably acceptable to the Seller and Buyer.

### 3.2 Purchase Price; Related Matters.

(a) Purchase Price. The aggregate consideration for the Purchased Assets shall be (i) the assumption and cure of the PGX Operating Agreements, *plus* (ii) the assumption by Buyer of the Assumed Liabilities (collectively, the “Purchase Price”).

(b) Bulk Sales Laws. Buyer acknowledges that Seller will not comply with the provisions of any “bulk-transfer” Laws of any jurisdiction in connection with the sale and transfer of the Purchased Assets and Buyer hereby waives all Claims related to the non-compliance therewith. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets of the Seller shall be free and clear of any Encumbrances, other than Permitted Encumbrances, in each case pursuant to the Bankruptcy Code, whether arising prior to or subsequent to the Petition Date, including any Encumbrances or claims arising out of the “bulk-transfer” Laws.

3.3 Allocation of Purchase Consideration. Seller and Buyer agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) in accordance with the allocation methodology set forth in Schedule 3.3 attached hereto. Within ninety (90) days following the Closing Date, Buyer will provide to Seller an Allocation Schedule prepared in accordance with such allocation methodology. Buyer and Seller shall file all applicable Tax Returns (including Form 8594, any amended Tax Returns, and any claims for refund) consistent with the Allocation Schedule and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any taxing authority or any other proceedings) absent a contrary “determination” (within the meaning of Section 1313(a) of the Code).

3.4 Withholding. Buyer or any other paying agent (as applicable) shall be entitled to deduct and withhold from the amounts payable under this Agreement such amounts as may be required to be deducted and withheld under the Code and any other applicable Tax Laws. Any such withheld amount shall be treated as though it had been paid to the Person in respect of which such withholding was required.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the Schedules delivered to Buyer in connection with this Agreement (the “Seller’s Disclosure Schedules” ) and subject to Section 10.18, the Seller hereby makes the following representations and warranties to Buyer as of the Agreement Date:

4.1 Organization and Good Standing. Seller (a) is an entity duly formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation, and (b) subject to any limitations that may be imposed on such Seller as a result of filing a petition for relief under the Bankruptcy Code, has full organizational power and authority to own, lease and operate its properties, to perform all of its obligations under the Available Contracts, and carry on the Business as it is now being conducted.

4.2 Power and Authority. Subject to entry and effectiveness of the Sale Order in respect of Seller, Seller has the requisite organizational power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement by Seller and, subject to the approval of this Agreement by the Bankruptcy Court, the consummation by Seller of the Transactions and the performance of Seller’s obligations hereunder have been duly authorized by all requisite organizational action on the part of Seller. This Agreement has been duly executed and delivered by Seller and (assuming the due and valid authorization, execution and delivery thereof by Buyer), following the approval of this Agreement and the Transactions by the Bankruptcy Court pursuant to the Sale Order, will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its 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”). Seller has the requisite organizational power to operate its business with respect to the Purchased Assets that it owns as now conducted and is duly qualified as a foreign entity to do business, and to the extent



legally applicable, is in good standing, with respect to the Business, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or in good standing has not had a Material Adverse Effect.

4.3 Litigation. Except for Orders or Proceedings that do not have, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, as of the date of this Agreement, there are no outstanding Orders or Proceedings pending, or, to the Knowledge of Seller, threatened against Seller relating to the ownership or use of the Purchased Assets or conduct of the Business by Seller or otherwise affecting the Purchased Assets or the Business.

4.4 No Contravention. Subject to the entry and effectiveness of the Sale Order by the Bankruptcy Court, and except as set forth on Schedule 4.4, neither the execution and delivery of this Agreement and compliance by Seller with any provisions hereof, nor the consummation of the Transactions, will (a) violate or conflict with any provision of Seller's Organizational Documents, (b) with or without the giving of notice or the lapse of time or both violate, or result in a breach of, or constitute a default under, or conflict with, or accelerate the performance required by, any of the terms of any Available Contract or Lease, (c) violate or conflict with any Order, or any Law or Permit that is required to be discharged prior to Closing applicable to Seller, or (d) result in the creation of any Encumbrance upon any of the Purchased Assets (other than a Permitted Encumbrance); except, in the case of above clauses (b), (c), and (d), for compliance with the applicable requirements of the HSR Act or other Antitrust Laws if required, or as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as a whole.

4.5 Consents and Approvals. Except (a) to the extent excused or made unenforceable as a result of the filing of the Cases, (b) to the extent not required if the Sale Order is entered, or (c) as set forth on Schedule 4.5, the execution, delivery and performance by Seller of this Agreement and the Transactions, and the legality, validity, binding effect or enforceability of this Agreement and any agreements contemplated hereby, do not require any consents, waivers, authorizations or approvals of, or filings with, any (i) Governmental Entities or (ii) other third Persons, except with respect to clause (ii) as would not reasonably be expected to have a Material Adverse Effect, or, with respect to clause (i), for any filings required to be made under the HSR Act or any applicable Antitrust Laws, or as would not reasonably be expected to be material to the Business, taken as a whole.

4.6 Title to Purchased Assets; Sufficiency.

(a) Seller has, and subject to the entry and effectiveness of the Sale Order in respect of the Purchased Assets, at the Closing, Buyer will have, good and valid title to each of the Purchased Assets (except for those Purchased Assets that are leased or licensed to Seller, as to which Seller has, and at the Closing, Buyer will have, valid licensed or leasehold interests), free and clear of any Encumbrances, other than (i) Permitted Encumbrances, (ii) liens or other Encumbrances upon Buyer's assets, if any, securing any loan made directly to Buyer or expressly assumed by Buyer as of the Closing Date, (iii) as subject to Section 2.5, or (iv) the Enforceability Exceptions.

(a) Other than the Excluded Assets, the Purchased Assets constitute all of the assets used in or held for use in the Business by Seller and are sufficient for Buyer to conduct the Business from and after the Closing Date without interruption and in the Ordinary Course of Business as it has been conducted by Seller prior to the Closing Date, in each case, except as would not be material to the Business taken as a whole.

4.7 Validity of Available Contracts. As of the date of this Agreement, subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Amounts) and except (i) as a result of the commencement of the Cases, and (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced: (a) each Available Contract is a legal, valid and binding obligation of the Seller that is a party thereto, and is enforceable against such Seller in accordance with its terms and, to the Knowledge of Seller, is a legal, valid and binding obligation of each other party to such Contract and is enforceable against such other party thereto in accordance with its terms, subject to the Enforceability Exceptions, (b) Seller is not in default or breach of an Available Contract, (c) to the Knowledge of Seller, during the twelve (12) months preceding the date hereof, no other party to any Available Contract has materially breached such Contract, (d) to the Knowledge of Seller, there does not exist any event, condition or omission that would constitute a material default or breach (or event which, with the giving of notice or lapse of time or both would become such a default or breach) under any Available Contract, (e) to the Knowledge of Seller, Seller has not received any written notice of termination or cancellation with respect to any Available Contract, and (f) with respect to the Assumed Contracts, upon entry of the Sale Order and payment of the Cure Amounts, Seller will not be in breach or default of its obligations thereunder, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.8 Intellectual Property. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) Seller owns all right, title and interest in, or has the right to use, pursuant to a license or otherwise, all Intellectual Property required to operate the Business as presently conducted, in each case, (i) free and clear of any Encumbrances except Permitted Encumbrances, and (ii) other than non-exclusive licenses of, or covenants with respect to, Intellectual Property granted in the Ordinary Course of Business, and (b) as of the date of this Agreement, (i) there are no pending, and Seller has not received, since December 31, 2021, any written notice of any actual or threatened Proceedings alleging a violation, misappropriation or infringement of the Intellectual Property of any other Person by Seller except for any of the foregoing that have since been resolved, (ii) to the Knowledge of Seller, the operation of the Business as currently conducted does not violate, misappropriate or infringe the Intellectual Property of any other Person, and (iii) to the Knowledge of Seller, no other Person has violated, misappropriated or infringed any Intellectual Property of Seller.

4.9 Employee Benefits.

(a) Schedule 4.9(a) lists all material Benefit Plans

(b) True, correct and complete copies of the following documents, with respect to each of the Benefit Plans, have been made available to Buyer: (i) any plan documents and all

material amendments thereto, (ii) the most recent Form 5500, if applicable, and (iii) the most recent summary plan descriptions (including letters or other documents updating such descriptions).

(c) Except as would not, individually or in the aggregate, have a Material Adverse Effect:

(i) Each Benefit Plan is in material compliance with all applicable Laws, including ERISA and the Code.

(ii) Each Benefit Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination or opinion letter to that effect from the IRS and, to the Knowledge of Seller, no event has occurred since the date of such determination or opinion that would reasonably be expected to adversely affect such determination or opinion.

(iii) No condition exists that is reasonably likely to subject Seller to any direct or indirect liability under Title IV of ERISA.

(iv) No Proceeding (other than routine claims for benefits in the Ordinary Course of Business) are pending or, to the Knowledge of Seller, threatened with respect to any Benefit Plan.

#### 4.10 Labor Matters.

(a) Schedule 4.10(a) sets forth a complete list of all Business Employees and, based on the Seller's records as of the Agreement Date, correctly reflects, with respect to each individual, as applicable: (i) date of hire; (ii) job title; (iii) hourly pay rate or annual salary; (iv) exempt versus non-exempt status (as applicable); (v) accrued paid time off balance; and (vi) to the extent known, leave of absence status.

(b) Seller is not, with respect to the Business, a party to any labor or collective bargaining agreement and there are no labor or collective bargaining agreements which pertain to any Business Employees, and no such agreements are being negotiated as of the date of this Agreement. No Business Employees are represented by a labor or trade union or works council, no labor organization or group of Business Employees has made a pending demand for recognition, and there are no representation proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of Seller, threatened to be brought or filed, with the U.S. National Labor Relations Board with respect to the Business. There is no organizing activity pending or, to the Knowledge of Seller, threatened by any labor organization with respect to the Business Employees.

(c) Seller has not taken any actions relating to the Business at any single site of employment in the ninety (90)-day period prior to the Closing Date that would, individually or in the aggregate, constitute a "mass layoff" or "plant closing" within the meaning of the WARN Act, or any similar applicable Law.

4.11 Conduct of Business. Except as set forth on Schedule 4.11, and except as would not reasonably be expected, individually or in the aggregate, to be material to the Business taken as a

whole and except for the Cases, the DIP Documents, all negotiation and preparation therefor, and the negotiation, execution, delivery and performance of this Agreement, from January 1, 2023 to the Agreement Date, (a) the Business has been conducted in the Ordinary Course of Business consistent with past practice and Seller has not entered into any transaction (including any transfer or sale of assets) out of the ordinary course of business consistent with past practice, (b) Seller has owned and operated the Purchased Assets in the Ordinary Course of Business consistent with past practice, and (c) there has been no Material Adverse Effect.

#### 4.12 Compliance with Laws; Permits.

(a) Except as disclosed on Schedule 4.12(a), Seller is conducting, and to the Knowledge of Seller has conducted since January 1, 2023, the Business and Purchased Assets in compliance, in all material respects, with all applicable Laws, notices, approvals and Orders, except for failures to comply or violations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Seller has all material Permits which are required for the lawful operation of the Business as presently conducted and the ownership and operation of the Purchased Assets, and each such Permit is valid, binding and in full force and effect, in each case except as would not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 4.12(b), to the Knowledge of Seller, Seller is not and has not been in material default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any Permit to which it is a party.

4.13 Financial Statements. Seller has delivered to Buyer (a) the audited consolidated balance sheet of the Business dated as of December 31, 2021 and the audited consolidated statements of operations and income, shareholders' equity and cash flow of the Business for the year then ended (the "Audited Financial Statements"), and (b) the unaudited consolidated balance sheets of the Business dated as of May 31, 2023 (the "Balance Sheets") and the unaudited consolidated statements of operations and income, shareholders' equity and cash flow of the Business for the year ended December 31, 2022 and the four (4) month period ended April 30, 2023, respectively (the "Interim Financial Statements" and together with the Audited Financial Statements, the "Financial Statements"). Except as set forth on Schedule 4.13, the Financial Statements present fairly in all material respects the consolidated financial position, results of operations and cash flows of each of Seller on the basis stated therein as of the dates and for the applicable periods stated therein, subject, in the case of the Interim Financial Statements, to normal year-end audit adjustments and the absence of related notes.

4.14 Financial Advisors. Except as set forth on Schedule 4.14, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Seller in connection with the Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

#### 4.15 Tax Matters.

(a) Except as set forth in Schedule 4.15(a), Seller has timely filed (taking into account any valid extensions of time to file) all income and other material Tax Returns which are required to be filed by Seller, all such Tax Returns are true, correct and complete in all material

respects, and all Taxes due and payable by Seller prior to the date hereof have been timely and fully paid.

(b) Except as set forth on Schedule 4.15(b), there are no liens for Taxes upon the Purchased Assets other than for Permitted Encumbrances.

(c) Except as set forth on Schedule 4.15(c), to the Knowledge of Seller, Seller has complied in all material respects with all applicable Laws relating to the withholding, collection and payment of Taxes and have duly and timely withheld, collected and paid over to the appropriate Governmental Entity all amounts required to be so withheld, collected and paid under all applicable Laws.

(d) Seller has not received any notice in writing from any taxing authority or Governmental Entity asserting that Seller may be subject to Tax in any jurisdiction in which Seller does not file Tax Returns.

(e) No action, suit, proceeding or audit is pending against or with respect to Seller regarding Taxes.

(f) Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, other than any waiver or exclusion which has expired.

(g) None of the Purchased Assets is an interest (other than indebtedness within the meaning of Section 163 of the Code) in an entity taxable as a corporation, partnership, trust or real estate mortgage investment conduit for U.S. federal income tax purposes.

#### 4.16 Related Party Transactions.

(a) To the Knowledge of Seller, neither Seller nor any executive officer, director, member, manager, equityholder or Affiliate of Seller nor any individual who is a lineal descendant, sibling, parent or spouse of any such Person (each, a "Related Party") is a party to any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of Seller or the Purchased Assets or has any interest in any asset (each, a "Related Party Transaction") other than as set forth on Schedule 4.16(a). Except as set forth on Schedule 4.16(a), Seller has not made any payments to or on behalf of any Related Party (including by exercise of set-off rights, cancellation of intercompany indebtedness, or otherwise).

(b) Except as disclosed on Schedule 4.16(b), to the Knowledge of Seller, no Related Party will, immediately following the Closing, hold any asset (tangible or intangible), property, right, claim, cause of action (including any counterclaim) or defense used in or related to the Business.

4.17 Disclaimer of Other Representations and Warranties. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Seller's Disclosure Schedules hereto), the Seller does not make and has not made, nor has any other Person made, and Buyer and the Buyer Group have not relied, are not relying, and will not rely on, any representation and warranty, express or implied, in respect of Seller, the Purchased Assets, the Business or the

Assumed Liabilities, and any such other representations or warranties, express or implied, are hereby expressly disclaimed.

**ARTICLE V**  
**REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Seller as follows:

5.1 Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation, and has full power and authority to own, lease and operate its properties and carry on its business as it is now being conducted.

5.2 Power and Authority. Buyer has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the Transactions and the performance of Buyer's obligations hereunder have been duly authorized by all requisite company action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes (assuming the due and valid authorization, execution and delivery thereof by the other parties thereto and the entry of approval of this Agreement and the Transactions by the Bankruptcy Court pursuant to the Sale Order) the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

5.3 No Contravention. Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (a) violate or conflict with any provision of Buyer's Organizational Documents, or (b) violate or conflict with any Order, Governmental Entity or arbitrator, or any Law applicable to Buyer; other than, in the case of clause (b), compliance with the applicable requirements of the HSR Act or other Antitrust Laws if required.

5.4 Consents and Approvals. Except for (a) entry of the Sale Order, and (b) any consents or approvals as are reflected on Schedule 5.4, the execution, delivery and performance by Buyer of this Agreement and the Transactions, and the legality, validity, binding effect or enforceability of this Agreement and any agreements contemplated hereby, do not require any consents, waivers, authorizations or approvals of, or filings with, any third Persons or Governmental Entities, other than any filings required to be made under the HSR Act or applicable Antitrust Laws.

5.5 Litigation. There are no Proceedings pending or, to the knowledge of Buyer, threatened, that would reasonably be expected to adversely affect the ability of Buyer to consummate the Transactions in any material respect.

5.6 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer in connection with the Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

5.7 Sufficient Funds; Adequate Assurances. Buyer has or will have as of the Closing, immediately available funds sufficient for the satisfaction of all of Buyer's obligations under this Agreement, including all fees, expenses of, and other amounts required to be paid by, Buyer in

connection with the transactions contemplated hereby. As of the Closing, Buyer shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assumed Contracts and the related Assumed Liabilities.

5.8 Acknowledgements; “As Is” “Where Is” Transaction.

(a) BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, HEREBY ACKNOWLEDGES AND AGREES 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 SELLER, ITS AFFILIATES, AND THEIR RESPECTIVE BUSINESSES AND SUBSIDIARIES (AS APPLICABLE) AND THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES, AND, IN MAKING ITS DETERMINATION TO PROCEED WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, BUYER AND THE BUYER GROUP HAVE RELIED SOLELY ON THE RESULTS OF THEIR OWN INDEPENDENT INVESTIGATION.

(b) BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, HEREBY ACKNOWLEDGES AND AGREES THAT BUYER AND THE BUYER GROUP HAVE RECEIVED FROM SELLER CERTAIN PROJECTIONS, FORWARD-LOOKING STATEMENTS AND OTHER FORECASTS, AND PROSPECTIVE FORWARD-LOOKING STATEMENTS AND OTHER FORECASTS OR THIRD-PARTY INFORMATION RELATING TO SELLER, THE BUSINESS, THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES (WHETHER IN WRITTEN, ELECTRONIC, OR ORAL FORM, AND INCLUDING IN THE DATAROOM, MANAGEMENT MEETINGS, ETC.) (COLLECTIVELY, “PROJECTIONS”). BUYER, ON BEHALF OF ITSELF AND ON BEHALF OF THE BUYER GROUP, ACKNOWLEDGES THAT (I) SUCH PROJECTIONS ARE BEING PROVIDED SOLELY FOR THE CONVENIENCE OF BUYER AND THE BUYER GROUP TO FACILITATE THEIR OWN INDEPENDENT INVESTIGATION OF SELLER, (II) THERE ARE UNCERTAINTIES INHERENT IN ATTEMPTING TO MAKE SUCH PROJECTIONS AND FORECASTS AND IN SUCH INFORMATION; (III) BUYER AND THE BUYER GROUP ARE FAMILIAR WITH SUCH UNCERTAINTIES, AND (IV) BUYER AND THE BUYER GROUP ARE TAKING FULL RESPONSIBILITY FOR MAKING THEIR OWN EVALUATION OF THE ADEQUACY AND ACCURACY OF ALL SUCH PROJECTIONS, FORECASTS, AND INFORMATION SO FURNISHED (INCLUDING THE REASONABLENESS OF THE ASSUMPTIONS UNDERLYING SUCH PROJECTIONS AND FORECASTS); AND (V) NEITHER SELLER NOR ANY OTHER PERSON MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH PROJECTIONS AND FORECASTS. BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, HEREBY DISCLAIMS RELIANCE ON ANY OF SUCH PROJECTIONS OR FORECASTS.

(c) BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, FURTHER ACKNOWLEDGES AND AGREES THAT (I) THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER TO BUYER IN Article IV (AS QUALIFIED BY THE SELLER’S DISCLOSURE SCHEDULES) OR IN THE DOCUMENTS DELIVERED BY

SELLER TO BUYER IN ACCORDANCE WITH SECTION 3.1(b) AT THE CLOSING (COLLECTIVELY, THE “EXPRESS REPRESENTATIONS”) ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS, WARRANTIES AND STATEMENTS OF ANY KIND MADE TO BUYER AND ON WHICH BUYER OR THE BUYER GROUP MAY RELY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND (II) 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 OF THE EXPRESS REPRESENTATIONS), INCLUDING IN THE DATAROOM, PROJECTIONS, MEETINGS, CALLS OR CORRESPONDENCE WITH MANAGEMENT OF SELLER OR ANY OTHER PERSON ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES OR REPRESENTATIVES, AND (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 SELLER OR ANY OF ITS AFFILIATES OR SUBSIDIARIES, OR THE QUALITY, QUANTITY OR CONDITION OF SELLER’S ASSETS, ARE, IN EACH CASE, EXPRESSLY DISCLAIMED BY SELLER, INCLUDING WITH RESPECT TO (I) ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS, AND (II) WITH RESPECT TO THE BUSINESS, FINANCIAL CONDITION, RESULTS OF OPERATIONS, ASSETS, LIABILITIES, AND PROSPECTS OF SELLER OR THE BUSINESS OF SELLER, THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER RELATING TO THE PURCHASED ASSETS OR ANY PORTION THEREOF.

(d) UPON THE CLOSING DATE, SUBJECT TO THE EXPRESS REPRESENTATIONS AND THE PROVISIONS OF SECTION 10.4, BUYER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

## ARTICLE VI COVENANTS OF THE PARTIES

6.1 Conduct of Business Pending the Closing. Except (a) as required by applicable Law or by order of the Bankruptcy Court, (b) as otherwise expressly contemplated by this Agreement, (c) as limited by the terms of the DIP Documents, or (c) with the prior written consent of Buyer (not to be unreasonably withheld, conditioned, or delayed), during the period from the Agreement Date and continuing until the earlier of the termination of this Agreement in accordance with its terms or the Closing, Seller shall (taking into account the commencement of the Cases, the anticipated liquidation and shut-down of operations of Seller other than the Purchased Assets and the Business and other changes, facts and circumstances that customarily result from the events leading up to and following the commencement of bankruptcy proceedings) carry on the Business in the Ordinary Course of Business (subject to the requirements of the Bankruptcy Code and Bankruptcy Court) and use commercially reasonable efforts to preserve in all material respects (a)



the operations, organization and goodwill of the Business intact (including by maintaining and renewing its Permits) and (b) relationships with Governmental Entities, customers, suppliers, partners, lessors, licensors, licensees, vendors, contractors, distributors, agents, officers and employees and others having business dealings with the Business. Seller shall notify Buyer in writing of any event, occurrence, fact, condition or change in the Business, assets, operations or prospects of Seller that results in, or would reasonably be expected to result in, a Material Adverse Effect, promptly upon the occurrence of any such event, occurrence, fact, condition or change.

6.2 Negative Covenants. Except as otherwise expressly provided by this Agreement or consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned or delayed), or as may be required by order of the Bankruptcy Court or the DIP Documents, or as may be limited by the terms of the DIP Documents, during the period from the date of this Agreement until the earlier of the termination of this Agreement in accordance with its terms or the Closing, Seller shall not take any of the following actions:

(a) incur or commit to incur any capital expenditures other than as expressly contemplated under the Approved Budget;

(b) acquire or agree to acquire (by merging or consolidating with, or by purchasing any portion of the stock of, or other ownership interests in, or substantial portion of assets of, or by any other manner), any business or division or any corporation, partnership, association, limited liability company or other entity;

(c) grant any lien on or otherwise encumber or dispose of (or consent to the disposition of) any of the Purchased Assets (including any Available Contract), including the capital stock or equity interests of Seller, other than Permitted Encumbrances or inventory sold in the Ordinary Course of Business;

(d) sell, assign, transfer, license, sublicense, covenant not to sue with respect to, abandon, cancel, terminate, permit to lapse or expire, or otherwise dispose of any Acquired Intellectual Property;

(e) adjust, split, combine, redeem, repurchase or reclassify any capital stock or equity interests or issue or propose or authorize the issuance of any other securities (including Debt securities, options, profits interests, warrants or any similar security exercisable for, or convertible into, such other security);

(f) incur or assume any Debt (other than in connection with the DIP Documents);

(g) guarantee any Debt of any Person or enter into any “keep well” or other agreement to maintain any financial condition of another Person or enter into any arrangement having the economic effect of any of the foregoing (other than pursuant to the DIP Documents);

(h) enter into, amend, restate, supplement, modify, waive or terminate any Available Contract that would reasonably be expected to be material to the business, taken as a whole;

(i) adopt any amendments to the articles of incorporation, bylaws or other Organizational Documents of Seller;

(j) initiate, compromise, settle or agree to settle any Claim, complaint, or Proceeding, other than compromises or settlements in the Ordinary Course of Business that (i) involve only the payment of money damages not in excess of \$[●] individually or \$[●] in the aggregate, (ii) do not impose ongoing limits on the conduct of the Business, and (iii) result in a full release of Seller with regard to the Claims or complaint giving rise to such Proceeding;

(k) make, change or revoke any material Tax election (including entity classification elections), change any financial or Tax accounting method, except insofar as may have been required by applicable Law or a change in GAAP, consent to an extension or waiver of the limitation period applicable to any Tax claim or assessment, or surrender any right to claim a refund of a material amount of Taxes;

(l) except as required by Law, enter into, amend, negotiate or terminate any collective bargaining agreement or similar agreement with any labor union or labor organization representing any employees;

(m) except as required by Law, by the terms of any Benefit Plan or in the Ordinary Course of Business, (i) increase the compensation payable to or to become payable to, or the benefits provided to, pay any bonus to, or grant any equity or equity-based award to, any current or former employee, director, independent contractor or other individual service provider of Seller; (ii) grant, increase, pay, provide or modify any severance, retention, change in control or termination payment or benefit to, or loan or advance or accelerate any amount to, any current or former employee, director, independent contractor or other individual service provider of Seller; (iii) accelerate the vesting or payment, or fund or in any other way secure the payment, of any compensation or benefit for any current or former employee, director, independent contractor or other individual service provider of Seller; (iv) approve, establish, adopt, enter into, amend or terminate any Assumed Benefit Plan; or (v) hire or terminate (other than for cause) any Business Employee, or independent contractor or other individual service provider of the Business with annual target cash compensation greater than \$100,000;

(n) implement any employee layoffs that would result in an obligation to give notice at or before the Closing Date under the WARN Act or other similar law;

(o) (i) enter into any Contract or arrangement (including any loan or similar arrangement) with a related party or that would be a related party transaction if it existed on the Agreement Date or (ii) make payments to or on behalf of any related party (including by exercise of set-off rights or otherwise), other than in accordance with the terms of an existing, disclosed related party transaction;

(p) receive, collect, compile, use, store, process, share, safeguard, secure (technically, physically and administratively), dispose of, destroy, disclose, or transfer (including cross-border) Personal Information (or fail to do any of the foregoing, as applicable) in violation of any (i) applicable Privacy Laws, (ii) privacy policies or notices of Seller, or (iii) the Seller's contractual obligations with respect to Personal Information; or

(q) commit to take any of the foregoing actions.

### 6.3 Access.

(a) Subject to applicable Law, until the Closing Date, Seller (i) shall give Buyer and its Representatives reasonable access during normal business hours to the offices, assets, contracts, properties, officers, employees, accountants, auditors, financial advisors, counsel (other than counsel to Seller in connection with the Cases) and other representatives, books and records, of Seller and its Affiliates, (ii) shall furnish to Buyer and its Representatives such financial, operating and property related data and other information as such Persons reasonably request, (iii) shall instruct the employees, accountants, counsel and financial advisors of Seller and its Affiliates to cooperate reasonably with Buyer in its investigation of the Business; and (iv) shall, upon reasonable request of Buyer, use commercially reasonable efforts to provide Buyer with access to their customers, suppliers, vendors, distributors, manufacturers and other Persons with whom the Business has had material dealings; provided, however, that Buyer will not, and will not permit any of its Representatives to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of Seller prior to the Closing with respect to Seller, their business or the transactions contemplated by this Agreement without the prior written consent of Seller for each such contact. No investigation by Buyer prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of Seller contained in this Agreement. For the avoidance of doubt, nothing in this Section 6.3(a) shall require Seller to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege or (ii) such action could reasonably be expected to result in violation of any applicable Law or Order.

(b) From and after the Closing Date until the conclusion of the Cases and dissolution of Seller, Buyer shall give Seller and Seller's Representatives reasonable access during normal business hours 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 Purchased Assets, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities with respect to periods or occurrences prior to the Closing Date, for the purposes of (i) the preparation or amendment of Tax Returns, (ii) the determination of any matter relating to the rights or obligations of Seller under this Agreement, or (iii) as is necessary to administer, or satisfy their obligations in connection with, the Cases. Buyer shall, and shall cause each of its controlled Affiliates to, cooperate with Seller as may reasonably be requested by Seller for such purposes. For the avoidance of doubt, nothing in this Section 6.3(b) shall require Buyer to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of any applicable Law or Order, or (iii) providing such access or information would be reasonably expected to be disruptive to its normal business operations. Unless otherwise consented to in writing by Seller, Buyer will not, for a period of three (3) years following the Closing Date, destroy, alter or otherwise dispose of any of the books and records without first offering to surrender to Seller such books and records or any portion thereof that Buyer may intend to destroy, alter or dispose of. From and after the Closing, Buyer will, and will cause its employees to, provide Seller with reasonable assistance, support and cooperation with Seller's 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).

(c) The information provided pursuant to this Section 6.3 will be used solely for the purpose of consummating the transactions contemplated hereby. Seller does not make any representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.3, and Buyer may not rely on the accuracy of any such information, in each case, other than the Express Representations.

6.4 Confidentiality. From and after the Closing Date:

(a) Seller will treat and hold as confidential all of the Confidential Information, and will not, directly or indirectly, without the prior written consent of Buyer, disclose or use any Confidential Information. Seller's obligation not to disclose Confidential Information shall not apply to Confidential Information that it shall be required to disclose by Law; provided, however, that, prior to making such disclosure, Seller shall notify Buyer promptly to the extent not prohibited by Law so that Buyer may seek confidential treatment or protection of such Confidential Information at Buyer's sole cost and expense.

(b) In the event that Seller is required in any Proceeding to disclose any Confidential Information, Seller will notify Buyer promptly of the requirement to the extent not prohibited by Law so that Buyer may seek an appropriate protective order at Buyer's sole cost and expense or waive compliance with the provisions of this Section 6.4.

6.5 Public Announcements. From the Agreement Date, Buyer and Seller will consult with each other before issuing, and provide each other the reasonable opportunity to review and comment upon, any press release, any court filing or pleading filed with the Bankruptcy Court relating primarily to this Agreement or the Transactions, or other public statements with respect to the Transactions, and neither Buyer nor Seller shall issue any such press release or make any such public statement without the prior written approval of the other Party, in each case except as may be required by Law, or by obligations pursuant to any listing agreement with any national securities exchange. Seller shall use its commercially reasonable efforts to cause its Affiliates, employees, officers and directors to comply with this Section 6.5.

6.6 Employment Matters.

(a) At least ten (10) days prior to Closing, Buyer shall extend to each Business Employee a written offer of employment, which shall have been first reviewed by Seller, and which Seller shall have had an opportunity to comment upon, providing for a position that is the same or no less favorable than such employee's position immediately prior to the Closing (including level of responsibility, primary location of employment and authority) on the terms set forth in this Section 6.6 (each offer, a "Transfer Offer") and that, if accepted, shall become effective immediately after the Closing. Business Employees who accept such Transfer Offers and begin active employment with Buyer in accordance with this Section 6.6 shall be referred to herein as "Transferred Employees." For a period of no less than one (1) year or, if sooner, the Transferred Employee's termination of employment with Buyer or its Affiliates, Buyer or its affiliates shall provide each Transferred Employee (i) at least the same base salary or hourly wage rate and target incentive cash bonus opportunities applicable to such Transferred Employee as of the Closing Date and (ii) other material employee benefits (but excluding any equity based compensation, defined benefit plan benefits or long-term deferred compensation) that are comparable in the aggregate to

the benefits such Transferred Employee received under the Benefit Plans as of the Closing Date. Buyer shall notify Seller 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 Seller or any of its respective Affiliates that any or all of the employees of Seller will accept the Transfer Offer or will continue in employment with Buyer following the Closing for any period of time. Buyer shall carry out all necessary actions 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 the Seller or its respective Affiliate(s).

(b) Solely to the extent required by applicable Law, Seller shall pay each Transferred Employee all accrued but unused vacation or paid time-off for periods prior to the Closing Date as soon as administratively practicable following the Closing Date or as required by applicable Law. Buyer shall promptly (and, in any event, within ten (10) Business Days following the later of the Closing Date and the date of the applicable payment) reimburse Seller for any payments made by Seller to any Transferred Employees in respect of earned but unused vacation, sick leave and personal time paid to Transferred Employees in accordance with this Section 6.6(b). To the extent that applicable Law does not require Seller to pay any accrued but unused vacation, sick leave and personal time to any Transferred Employee in accordance with this Section 6.6(b), Buyer shall recognize and assume all Liabilities with respect to such Transferred Employee's accrued but unused vacation, sick leave and personal time. In addition, Buyer shall allow Transferred Employees to take any vacation, sick leave and personal time that was scheduled prior to the Closing.

(c) Following the Closing, Buyer shall give each Transferred Employee full credit for prior service with Seller for purposes of (i) eligibility and vesting under any health or welfare Benefit Plans of Buyer (for the avoidance of doubt, excluding defined benefit pension accruals, deferred compensation, or equity or equity-based incentive plans, or any plan under which such crediting would be prohibited), and (ii) determination of benefit levels under any employee benefit plans of Buyer relating to paid time off, in each case, for which the Transferred Employee is otherwise eligible and in which the Transferred Employee is offered participation, except where such credit would result in a duplication of benefits. Buyer shall use commercially reasonable efforts to waive, or cause to be waived, any limitations on benefits relating to pre-existing conditions to the same extent such limitations are waived under any comparable plan of Seller and use commercially reasonable efforts to recognize for purposes of annual deductible and out-of-pocket limits under its medical and dental plans, deductible and out-of-pocket expenses paid by Transferred Employees in the calendar year in which the Closing Date occurs.

(d) Without limiting the generality of Section 2.4, Seller shall retain responsibility for, and satisfy all Liabilities with respect to, all payments and benefits of the employees (and their spouses, dependents and beneficiaries, and all former employees, agents and representatives) under Benefit Plans that are not Assumed Benefit Plans accrued up to the Closing Date or which relate to events prior to the Closing Date in accordance with the terms thereof and applicable Laws. Seller and Buyer shall work in good faith to transfer sponsorship of any Assumed Benefit Plan (including any third-party insurance contracts or services agreements thereto) from Seller to Buyer or its Affiliates.

(e) Without limiting the generality of Article II, Seller shall be responsible for the following claims or benefit payments of all employees (and their spouses, dependents and beneficiaries, and all former employees, agents and representatives) accrued up to the Closing Date or which related to events prior to the Closing Date regardless of whether such claims are filed before or after the Closing Date under each Benefit Plan that is not an Assumed Benefit Plan:

(i) with respect to death or dismemberment claims, those in respect of which the event occurred prior to the Closing Date;

(ii) with respect to health claims, those in respect of which the services were provided or the supplies were purchased prior to the Closing Date; and

(iii) with respect to short term and/or long term disability claims and workers' compensation claims, for those claims resulting from events that occurred prior to the Closing Date, including, to the extent covered under the Benefit Plans, for recurring illnesses which first originated with events occurring prior to the Closing Date, whether or not such claims continue after the Closing Date.

(f) This Section 6.6 shall operate exclusively for the benefit of Seller and Buyer and not for the benefit of any other Person, including any current or former employees of the Seller or the Transferred Employees, which Persons shall have no rights to enforce this Section 6.6. Nothing in this Section 6.6 shall: (i) entitle any Transferred Employee to employment with Buyer; (ii) change such Transferred Employee's status as an employee-at-will or restrict the ability of Buyer to terminate the service of any Transferred Employee at any time or for any reason; (iii) create any third party rights in any current or former service provider of Seller (including any beneficiary or dependent thereof); or (iv) be treated as an amendment of any Benefit Plan or other employee benefit plan or arrangement or restrict the ability of Buyer, Seller or any of its Affiliates to amend, modify, discontinue or terminate any Benefit Plan or other employee benefit plan or arrangement.

(g) Buyer 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.

(h) For any Transferred Employees who are principally based outside the United States, the provisions of this Section 6.6 shall apply to such employees *mutatis mutandis* to the maximum extent permitted by applicable Law.

#### 6.7 Reasonable Efforts; Approvals.

(a) Buyer and Seller will use reasonable best efforts to take, or cause to be taken, all actions and use reasonable best efforts to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things which are necessary, proper or advisable to consummate and make effective the Transactions including: (i) the transfer, modification or reissuance of all Permits, (ii) the obtaining or taking of all other necessary actions, non-actions or waivers from Governmental Entities and the making of all other necessary registrations and filings with Governmental Entities (including any regulatory authorizations), and (iii) the execution and delivery of any additional certificates, agreements, instruments, reports, schedules, statements,

consents, documents and information necessary to consummate the Transactions. The covenants in this Section 6.7(a) shall survive the Closing.

(b) In furtherance of the foregoing, Buyer and Seller shall use their commercially reasonable efforts to obtain any consents and approvals from any third party other than a Governmental Entity that may be required in connection with the Transactions (the “Third Party Consents”). Without limiting the generality of the foregoing sentence, Seller shall not be required to compensate any applicable third party, commence or participate in any Proceeding or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to indemnify, remain primarily, secondarily or contingently liable for any Assumed Liability) to any applicable third party in connection with Seller’s obligations under this Section 6.7(b); provided that Seller shall obtain the written consent of Buyer prior to Seller paying any such compensation, commencing or participating in any Proceeding, or offering or granting any such accommodation. The covenants in this Section 6.7(b) shall survive the Closing.

(c) The obligations of Seller pursuant to this Agreement, including this Section 6.7, 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 Cases), Seller’s DIP Facility, Seller’s obligations as a debtor-in-possession to comply with any Order of the Bankruptcy Court (including the Bidding Procedures Order and the Sale Order) and Seller’s duty to seek and obtain the highest or otherwise best price for the Purchased Assets as required by the Bankruptcy Code.

6.8 Corporate Name Change. Within 30 days following the Closing, Seller shall deliver to Buyer (a) duly executed and acknowledged articles of amendment to Seller’s articles of incorporation or other Organizational Document which is required to change Seller’s corporate or other entity name to a new name that is, in Buyer’s reasonable judgment, sufficiently dissimilar to such Seller’s present name and, in all cases, does not include the name “Lexington Law” so as to avoid confusion and to make Seller’s present name available to Buyer, and (b) appropriate documents, duly executed and acknowledged, which are required to change such Seller’s name to such new name in any jurisdiction in which such Seller is qualified to do business, in forms reasonably satisfactory to Buyer. Buyer and any Affiliate of Buyer are hereby authorized (but not obligated) to file such certificates or other documents (at Buyer’s expense) with the applicable Governmental Entities in order to effectuate such change of name at or after the Closing as Buyer may elect.

6.9 Assignment of Contracts and Rights. To the maximum extent permitted by the Bankruptcy Code, the Purchased Assets of Seller shall be assumed and assigned to Buyer pursuant to section 365 of the Bankruptcy Code as of the Closing Date or such other date as specified in the Sale Order or this Agreement, as applicable. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any right thereunder if, after giving effect to the Sale Order, an attempted assignment without the consent of a third party (including any Governmental Entity) would constitute a breach or in any way adversely affect the rights of Buyer following the Closing. If, as of the Closing Date, such consent is not obtained or such assignment is not attainable pursuant to sections 105, 363 or 365 of the Bankruptcy Code other than as a result of the failure by Buyer to pay or otherwise satisfy the Cure Amounts, then Seller and Buyer will cooperate in a mutually agreeable arrangement, to

the extent feasible (without infringing upon the legal rights of any third party or violating any Law), under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder, as if such asset were transferred to the Buyer at Closing) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which Seller would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming all of Seller's obligations (to the extent constituting Assumed Liabilities hereunder as if such asset were transferred to the Buyer at Closing), and any and all rights of Seller thereunder.

#### 6.10 Tax Matters.

(a) Subject to Section 2.3(k), all Transfer Taxes arising out of the transfer of the Purchased Assets and any Transfer Taxes required to effect any recording or filing with respect thereto shall be borne by Buyer. The Transfer Taxes shall be calculated assuming that no exemption from Transfer Taxes is available, unless otherwise indicated in the Sale Order or, at Closing, Seller or Buyer, as appropriate, provide an appropriate resale exemption certificate or other evidence acceptable to Buyer or Seller, as appropriate, of exemption from such Transfer Taxes. Seller and Buyer shall cooperate to timely prepare and file any Tax Returns relating to such Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes. Seller shall file all necessary documentation and returns with respect to such Transfer Taxes when due, and shall promptly, following the filing thereof, furnish a copy of such return or other filing and a copy of a receipt showing payment of any such Transfer Tax to Buyer. Each Party shall furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Business as is reasonably necessary for filing of all Tax Returns, including any claim for exemption or exclusion from the application or imposition of any Taxes or making of any election related to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return.

(b) Other than Transfer Taxes or those Taxes assumed pursuant to Section 2.3, all Liability for Taxes with respect to the Purchased Assets attributable to the Pre-Closing Tax Period (the "Pre-Closing Taxes") shall be borne by Seller, and all Liability for Taxes with respect to the Purchased Assets attributable to the Post-Closing Tax Period, shall be borne by Buyer. For the purposes of this Agreement, with respect to Taxes attributable to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of any such Taxes that are treated as Pre-Closing Taxes shall be: (i) in the case of Taxes based upon, or related to income, receipts, profits, or wages or imposed in connection with the sale, transfer or assignment of property, or required to be withheld, deemed equal to the amount which would be payable if such taxable year or other taxable period ended on the Closing Date, and (ii) in the case of other Taxes deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period.

(c) The Parties agree that the transfer of the Purchased Assets to the Buyer is intended to be treated as a taxable acquisition of assets and the Parties shall prepare and file all relevant U.S. federal income Tax Returns consistent with such intended treatment and Section 3.3,



respectively, absent a contrary “determination” (within the meaning of Section 1313(a) of the Code).

(d) The obligations set forth in this Section 6.10 with respect to Taxes shall survive until the date that is thirty (30) days following the expiration of the applicable statute of limitations.

6.11 Available Contracts List. Seller shall use commercially reasonable efforts to provide Buyer with a true and correct list of all Available Contracts (and copies thereof) promptly following the date hereof and in no event later than thirty (30) days from the Agreement Date.

6.12 HSR Act; Antitrust Laws.

(a) Seller and Buyer shall, if required in connection with the transactions contemplated hereby, (i) promptly make the filings required by any Governmental Entity, including under the HSR Act or any other Antitrust Laws and, in any event, within ten (10) Business Days after the Agreement Date in the case of all filings required under the HSR Act and all other filings required by other Antitrust Laws, (ii) comply at the earliest practicable date with any request for additional information, documents or other materials received from any Governmental Entity, whether such request is formal or informal, (iii) cooperate with the other Parties in connection with resolving any investigation or other inquiry concerning the transactions contemplated by this Agreement commenced by any Governmental Entity, and (iv) cooperate with the other Parties in connection with any other Party’s filing. Each Party shall be responsible for the payment of its respective fees and expenses, including legal fees and expenses, in complying with any request for additional information or documentary material from any Governmental Entity; *provided* that all filing fees required to be paid in connection with any filings hereunder shall be borne equally by Seller and Buyer. Except where prohibited by applicable Law or any Governmental Entity, and subject to Section 6.4, each Party shall promptly inform the other Parties of any oral communication with, and provide copies of written communications with, any Governmental Entity regarding any such filing. No Party shall agree to participate in any formal meeting with any Governmental Entity in respect of any such filings, investigation, or other inquiry without giving the other Parties prior notice of the meeting and, to the extent permitted by such Governmental Entity, the opportunity to attend and/or participate. Subject to applicable Laws and any Governmental Entity, the Parties will coordinate, consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party relating to proceedings under the HSR Act or any other Antitrust Law, if any. Except where prohibited by applicable Law or any Governmental Entity, and subject to Section 6.4, the Parties will provide each other with copies of all correspondence, filings or communications, including any documents, information and data contained therewith, between them or any of their representatives, on the one hand, and any Governmental Entity or members of its staff, on the other hand, with respect to this Agreement and the transactions contemplated hereby.

(b) Buyer and Seller shall use their respective reasonable best efforts to obtain any required approval from any Governmental Entity and to resolve such objections, if any, as may be asserted by any Governmental Entity with respect to the transactions contemplated by this Agreement under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the

Federal Trade Commission Act, as amended, and any other United States federal or state or foreign Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the “Antitrust Laws”). Buyer and Seller shall use their respective reasonable best efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as practicable after the execution of this Agreement.

## **ARTICLE VII BANKRUPTCY PROVISIONS**

### **7.1 Bankruptcy Court Orders and Related Matters.**

(a) Seller and Buyer acknowledge that this Agreement and the Transactions are subject to entry of, as applicable, the Bidding Procedures Order and the Sale Order. In the event of any discrepancy between this Agreement and the Bidding Procedures Order and the Sale Order, the Bidding Procedures Order and the Sale Order shall govern. In the event the entry of the Sale Order or the Bidding Procedures Order is appealed, Seller shall use commercially reasonable efforts to defend such appeal, and Buyer shall cooperate in such efforts. Buyer and Seller acknowledge that Seller must take reasonable steps to demonstrate that it has sought to obtain the highest or otherwise best offer for the Purchased Assets, including giving notice thereof to the creditors of Seller and other interested parties, providing information about the Business to prospective bidders, entertaining higher or otherwise better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, conducting the Auction. Buyer agrees and acknowledges that Seller and its Affiliates will be permitted, and will be permitted to cause their Representatives, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Buyer and its Affiliates, agents and Representatives).

(b) The bidding procedures to be employed with respect to this Agreement and the Auction will be those reflected in the Bidding Procedures Order, which shall be in a form mutually agreed between Buyer and Seller.

(c) Buyer will provide adequate evidence and assurance under the Bankruptcy Code of the future performance by Buyer of each Assumed Contract. Buyer will, and will cause its Affiliates to, reasonably and promptly take all actions reasonably required or requested by Seller to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer’s Representatives available to testify before the Bankruptcy Court. Subject to the other terms and conditions of this Agreement, Buyer will, from and after the Closing Date, (i) assume all Liabilities of Seller under the Assumed Contracts and (ii) satisfy and perform all of the Liabilities related to each of the Assumed Contracts when the same are due thereunder.

(d) If this Agreement and the sale of the Purchased Assets to Buyer on the terms and conditions hereof are determined to be the “highest or otherwise best offer” in accordance with the Bidding Procedures Order, Buyer and Seller agree to use commercially reasonable efforts to cause the Bankruptcy Court to enter the Sale Order in a form mutually agreed between Buyer and Seller.

(e) Seller shall, consistent with its obligations as a fiduciary under the Bankruptcy Code, cooperate with Buyer concerning the Bidding Procedures Order, the Sale Order, and any other orders of the Bankruptcy Court relating to the Transactions. Seller shall give notice under the Bankruptcy Code of the request for the relief specified in the Bidding Procedures Motion to all creditors and parties in interest entitled to notice thereof pursuant to the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and any other applicable orders of the Bankruptcy Court, including all Persons that have asserted Encumbrances on any of Seller’s assets, and all non-debtor parties to the Available Contracts of Seller and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct or as Buyer may reasonably request, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings, or other Proceedings in the Bankruptcy Court relating to this Agreement, the Transactions and the Bidding Procedures Motion.

(f) Seller shall provide draft copies of all orders, motions, pleadings, applications and other material documents it intends to file with the Bankruptcy Court in connection with the sale of the Purchased Assets or the Transactions not less than three (3) Business Days prior to the date when Seller plans to file such document (provided that if the delivery of such drafts at least three (3) Business Days prior to the date when Seller plans to file such document is not reasonably practicable, such drafts shall be delivered to Buyer as soon as reasonably practicable prior to filing). The form and substance of any such document hereunder shall be mutually acceptable to Buyer and Seller, provided that no Party shall unreasonably withhold, condition or delay its consent.

(g) Seller covenants and agrees that if the Sale Order is entered, the terms of any plan submitted by Seller to the Bankruptcy Court for confirmation, or the terms of any other sale of (including the Liquidating Plan) Seller’s or its Affiliates’ assets (or any other Order) submitted by Seller to the Bankruptcy Court, for approval, will not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement and the rights of Buyer hereunder, or in any way prevent or interfere with the consummation or performance of the Transactions including any transaction that is contemplated by or approved pursuant to the Sale Order.

(h) For the avoidance of doubt, nothing in this Agreement will restrict Seller or its Affiliates from selling, disposing of or otherwise transferring any Excluded Assets (other than Available Contracts, which Seller may not terminate, amend, or otherwise dispose of, or reject in the Cases, without Buyer’s consent) or from settling, delegating or otherwise transferring any Excluded Liabilities, or from entering into discussions or agreements with respect to the foregoing.

7.2 Bankruptcy Milestones. The Parties shall achieve the following milestones by the dates set forth below (or such later date as may be agreed between the Parties, such agreement not to be unreasonably withheld, conditioned or delayed) (collectively, the “Bankruptcy Milestones”):

(a) On the Petition Date, Seller and the PGX Debtors shall file a motion with the Bankruptcy Court seeking approval of the DIP Facility.

(b) On or before the date that is two (2) days after the Petition Date, Seller and the PGX Debtors shall have filed the Bidding Procedures Motion in the Bankruptcy Court.

(c) On or before the date that is four (4) days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order.

(d) On or before the date that is sixty-one (61) days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order.

(e) On or before the date that is sixty-one (61) days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order.

(f) On or before the date that is no later than fifty-eight (58) days after the Petition Date, Seller shall have filed schedules and statements of financial affairs pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure.

(g) On or before the date that is sixty-eight (68) days after the Petition Date, the Bid Deadline (as defined in the Bidding Procedures Order) shall have occurred.

(h) On or before the date that is seventy-two (72) days after the Petition Date, Seller shall have commenced the Auction, if necessary.

(i) On or before the date that is eighty-two (82) days after the Petition Date, the Bankruptcy Court shall have entered the Sale Order.

(j) On or before the date that is one hundred and five (105) days after the Petition Date, the Closing shall have occurred.

## **ARTICLE VIII CONDITIONS TO OBLIGATIONS OF THE PARTIES**

8.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Transactions is subject to the satisfaction (or waiver by Buyer in Buyer’s sole discretion) on or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Seller contained in Section 4.1 (Organization and Good Standing), Section 4.2 (Power and Authority), Section 4.14 (Financial Advisors) and Section 4.16 (Related Party Transactions) shall be true and correct on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly

made as of a specified date). The representations and warranties of Seller contained in Section 4.6 (Title to Purchased Assets) shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). All other representations and warranties of Seller contained in Article IV shall be true and correct on the date hereof and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date), except where the failure of any such representations or warranties to be true and correct (without giving effect to any limitations to “material” or “Material Adverse Effect”), either individually or in the aggregate, has resulted in or would reasonably be expected to result in a Material Adverse Effect.

(b) Performance of Obligations. Seller shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it on or prior to the Closing Date.

(c) Third Party Consents. Seller shall have obtained all consents and approvals set forth in Schedule 4.5.

(d) No Material Adverse Effect. There shall have been no Material Adverse Effect from the Agreement Date through the Closing Date.

(e) Deliverables. Seller shall have delivered, or caused to be delivered, to Buyer each deliverable required pursuant to Section 3.1(b).

(f) Bidding Procedures Order. The Bankruptcy Court shall have entered the Bidding Procedures Order, which Order shall have become a Final Order.

(g) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which Order shall have become a Final Order.

(h) PGX Sale Transaction. The PGX Debtors shall have entered into or shall concurrently herewith enter into the PGX Agreement, and shall have consummated or shall concurrently herewith consummate the PGX Sale.

8.2 Conditions Precedent to the Obligations of Seller. The obligation of Seller to consummate the Transactions is subject to the satisfaction (or waiver by the Seller) at or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations of Buyer contained in Section 5.1 (Organization and Good Standing), Section 5.2 (Power and Authority), Section 5.3 (No Contravention) and Section 5.6 (Financial Advisors) shall be true and correct on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). All other representations and warranties contained in Article V shall be true and correct on the date hereof and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date), except where the failure of any such representations or

warranties to be true and correct (without giving effect to any limitations to “material” or similar qualifier), either individually or in the aggregate, has resulted in or would reasonably be expected to have an adverse effect on Buyer’s ability to perform its obligations under this Agreement in any material respect.

(b) Performance of Obligations. Buyer shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it prior to or on the Closing Date.

(c) Deliverables. Buyer shall have delivered to Seller each deliverable required pursuant to Section 3.1(c).

(d) Bidding Procedures Order. The Bankruptcy Court shall have entered the Bidding Procedures Order, which Order shall not be subject to a stay or otherwise have been vacated.

(e) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which Order shall not be subject to a stay or otherwise have been vacated.

8.3 Conditions Precedent to Obligations of Buyer and Seller. The respective obligations of Buyer and Seller to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of the condition (which may be waived by the Parties in whole or in part to the extent permitted by applicable Law) that (a) no provision of any applicable Law or Order enacted, entered, promulgated, enforced or issued by any Governmental Entity shall be in effect that prevents, renders illegal or otherwise prohibits the sale and purchase of the Purchased Assets or any of the other Transactions, and (b) the waiting period applicable to the transactions contemplated by this Agreement under the HSR Act and any other applicable Antitrust Laws, if required, shall have expired or early termination shall have been granted.

8.4 Frustration of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VIII 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. Neither Seller nor Buyer may rely on the failure of any condition to their respective obligations to consummate the Transactions set forth in Section 8.1, Section 8.2 or Section 8.3, as the case may be, to be satisfied if such failure was caused by such Party’s failure to comply with or breach of any provision of this Agreement.

## **ARTICLE IX TERMINATION**

9.1 Termination of Agreement. This Agreement may be terminated and the Transactions abandoned at any time prior to the Closing:

- (a) by written agreement of Seller and Buyer;
- (b) by Buyer, if:

(i) there shall have been a breach by Seller of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 8.1, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured by the earlier of (A) September 18, 2023 (or such later date as the Parties may agree upon in writing, the “Outside Date”) or (B) five (5) Business Days after written notice thereof shall have been received by Seller, provided that the right to terminate this Agreement pursuant to this Section 9.1(b)(i) will not be available to Buyer at any time that Buyer is in material breach of, any covenant, representation or warranty hereunder;

(ii) the Cases are (A) converted to cases under chapter 7 of the Bankruptcy Code or (B) dismissed prior to the Closing;

(iii) a trustee or examiner is appointed under section 1104 of the Bankruptcy Code;

(iv) Buyer is not the Successful Bidder at the Auction for any of the Purchased Assets;

(v) Seller enters into a definitive agreement with respect to an Alternate Transaction or an Order of the Bankruptcy Court or other court of competent jurisdiction is entered approving an Alternate Transaction, in each case, other than with the Successful Bidder;

(vi) if the Closing shall not have occurred by the Outside Date; provided that the right to terminate this Agreement pursuant to this Section 9.1(b)(vi) will not be available to Buyer at any time that Buyer is in material breach of, any covenant, representation or warranty hereunder; or

(vii) if Buyer is not the Successful Bidder at the Auction.

(c) by Seller, if:

(i) there shall have been a breach by Buyer of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 8.2, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within the earlier of (A) the Outside Date or (B) ten (10) Business Days after written notice thereof shall have been received by Buyer;

(ii) the PGX Agreement is terminated;

(iii) Seller enters into a definitive agreement with respect to an Alternate Transaction, or an Order of the Bankruptcy Court or other court of competent jurisdiction is entered approving an Alternate Transaction;

(iv) Seller or the board of directors (or similar governing body) of 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; or

(v) if Buyer is not the Successful Bidder at the Auction.

(d) by either Buyer or Seller, if any Governmental Entity shall have enacted or issued a Law or Order or taken other action permanently restraining, prohibiting or enjoining any of the Parties from consummating the Transactions.

## 9.2 Consequences of Termination.

(a) If either Buyer, on the one hand, or Seller, on the other hand, desire to terminate this Agreement pursuant to Section 9.1, such Party (or Parties, as applicable) shall give written notice of such termination to the other Parties. Upon delivery of such notice of termination, this Agreement will become void and have no further force and effect and all further obligations of the Parties to each other under this Agreement will terminate without further obligation or liability of the Parties.

(b) Notwithstanding anything to the contrary in this Agreement, if this Agreement is terminated for any reason, no expense reimbursement of any nature is or shall be owed to Buyer.

(c) Notwithstanding the foregoing set forth in this Section 9.2, Section 1.1 (Defined Terms), Section 6.5 (Public Announcements), this Section 9.2 (Consequences of Termination) and Article X (Miscellaneous) shall survive any termination of this Agreement.

(d) Nothing in this Section 9.2 shall relieve Buyer or Seller of any liability for a breach of this Agreement prior to the date of termination.

## ARTICLE X MISCELLANEOUS

10.1 Expenses. Except as set forth in this Agreement or the Sale Order, and whether or not the Transactions are consummated, each Party shall bear all costs and expenses incurred or to be incurred by such Party in connection with this Agreement and the consummation of the Transactions.

10.2 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Seller without the prior written consent of Buyer, or by Buyer without the prior written consent of Seller. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.3 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of Seller and Buyer, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement except as expressly set forth herein. Without limiting the foregoing, no direct or indirect holder of any equity interests or securities of either Seller or Buyer (whether such holder is a limited or general partner, member, stockholder or otherwise), nor any Affiliate



of either Seller or Buyer, nor any Representative, or controlling Person of each of the Parties and their respective Affiliates, shall have any liability or obligation arising under this Agreement or the Transactions.

10.4 Risk of Loss. Seller will bear all risk of loss occurring to or upon any portion of the Purchased Assets prior to the Closing Date. In the event that any material portion of any Purchased Assets is damaged or destroyed prior to the Closing Date, then, with respect to such Purchased Assets, Buyer may, at Buyer's option, either (i) proceed to close notwithstanding the damage or destruction of such Purchased Assets or (ii) exclude such Purchased Assets, in which event Buyer shall have no obligation to close if as a consequence of the exclusion of such Purchased Assets any condition to Closing in Section 8.1 would not be satisfied. If Buyer closes notwithstanding an unrepaired or unrestored loss to a Purchased Asset, Seller will deliver and/or assign to Buyer any insurance proceeds with respect to such damage or destruction, and all claims against third parties relating thereto, and the adjustment to the Purchase Price shall be limited to the amount of any deductible or self-insured retention under the applicable policies of insurance.

10.5 Notices. All notices, demands, requests, waivers, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or that are given with respect to this Agreement shall be in writing and shall be personally served, delivered by a nationally recognized overnight delivery service with charges prepaid, or transmitted by hand delivery or electronic mail, addressed as set forth below, or to such other address as such Party shall have specified most recently by written Notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by electronic mail with confirmation of receipt (excluding "out of office" or similar automated replies); provided, however, that, if delivered or transmitted on a day other than a Business Day (or if transmitted by email after 5:00pm Eastern Time), notice shall be deemed given on the next Business Day. Notice otherwise sent as provided herein shall be deemed given on the next Business Day following timely deposit of such Notice with an overnight delivery service:

If to the Seller: John C. Heath, Attorney at Law PC  
P.O. Box 1173  
Salt Lake City, UT 84110  
Attention: John C. Heath  
Email: [jch@johnheathlaw.com](mailto:jch@johnheathlaw.com)

With a copy to: Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, IL 60654  
Attention: Steve Toth  
Dan Daines  
Spencer A. Winters  
Whitney C. Fogelberg  
Email: [steve.toth@kirkland.com](mailto:steve.toth@kirkland.com)  
[daniel.daines@kirkland.com](mailto:daniel.daines@kirkland.com)  
[spencer.winters@kirkland.com](mailto:spencer.winters@kirkland.com)  
[whitney.fogelberg@kirkland.com](mailto:whitney.fogelberg@kirkland.com)

If to Buyer: John C. Heath  
4861 W. Fish Hook Road  
South Jordan, Utah 84009  
  
Email: jch@johnheathlaw.com

With a copy to: Young Conaway Stargatt & Taylor, LLP  
1000 North King Street  
Wilmington Delaware, 19801  
  
Attention: Joseph Barry, Joseph M. Mulvihill, and  
Lauren McCrery  
Email: jbarry@ycst.com, jmulvihill@ycst.com,  
lmccrery@ycst.com

Rejection of or refusal to accept any Notice, or the inability to deliver any Notice because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

10.6 Entire Agreement; Amendments and Waivers. This Agreement and all agreements entered into pursuant hereto and thereto and all certificates and instruments delivered pursuant hereto and thereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties; provided that nothing herein shall modify or alter the terms, rights or obligations of the Seller under the DIP Documents prior to Closing. This Agreement may be amended, supplemented or modified, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by Buyer and Seller, or in the case of a waiver, by the Party waiving compliance. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), and no such waiver shall constitute a continuing waiver unless otherwise expressly provided. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts to this Agreement may be delivered via electronic delivery, "pdf" or facsimile. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

10.8 Invalidity. If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith to modify this Agreement, to ensure that this Agreement shall reflect as closely as practicable the intent of the Parties on the date hereof. If the final judgment of a court of competent jurisdiction or other Governmental Entity declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that

the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

10.9 Governing Law. This Agreement, and any Proceeding that may be based upon, arise out of or relate or be incidental to the Transactions, this Agreement, the negotiation, execution, performance or consummation of the foregoing or the inducement of any Party to enter into the foregoing, whether for breach of Contract, tortious conduct or otherwise, and whether now existing or hereafter arising (each, a "Transaction Dispute"), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied, except to the extent that such Laws are superseded by the Bankruptcy Code.

10.10 Dispute Resolution; Consent to Jurisdiction.

(a) Without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Transaction Dispute, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.5; provided, however, upon the closing of the Cases (except for any matter(s) with respect to Seller and/or the Cases in which the Bankruptcy Court retains jurisdiction with respect to such matter with respect to Seller and/or the Cases), or if the Bankruptcy Court is unwilling or unable to hear such Transaction Dispute, then, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the District of Delaware sitting in New Castle County or the courts of the State of Delaware sitting in New Castle County and any appellate court from any jurisdiction thereof, for the resolution of any such Transaction Dispute. In that context, and without limiting the generality of the foregoing, each Party irrevocably and unconditionally: (i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Transaction Dispute and for recognition and enforcement of any judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts; (ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute; and (iii) agrees that Notice demand in accordance with Section 10.5, will be effective service of process; provided, however, that nothing herein will be deemed to prevent a Party from making service of process by any means authorized by the Laws of the State of Delaware.

(b) The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

10.11 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY

MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING IN CONNECTION WITH A TRANSACTION DISPUTE.

10.12 Specific Performance. Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event that a Party does not perform its obligations under this Agreement in accordance with its specific terms or otherwise breaches this Agreement, so that, in addition to any other remedy that Buyer or Seller may have under law or equity, each Party shall be entitled to injunctive relief to prevent any breaches of the provisions of this Agreement by the other Parties and to enforce specifically this Agreement and the terms and provisions hereof.

10.13 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature under or by reason of this Agreement, except as expressly provided herein, including Section 10.16.

10.14 Counting. If the due date for any action to be taken under this Agreement (including the delivery of Notices) is not a Business Day, then such action shall be considered timely taken if performed on or prior to the next Business Day following such due date.

10.15 Survival. Except as expressly set forth in this Agreement to the contrary, all representations and warranties and covenants of Buyer and Seller, respectively, contained in this Agreement or in any document delivered pursuant hereto shall not survive the Closing Date and thereafter shall be of no further force and effect. Notwithstanding the foregoing, all covenants and agreements set forth in this Agreement, which by their terms would require performance after the Closing Date, shall survive until fully performed or until such covenant or agreement expires by its terms.

10.16 Non-Recourse. All claims, Liabilities, Proceedings, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to a Transaction Dispute, may be made only against (and are expressly limited to) the entities that are expressly identified as parties hereto in the preamble to this Agreement or, if applicable, their permitted assignees (collectively, the "Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any Contracting Party (other than the Persons listed on Schedule 10.16), or any director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing (collectively, the "Non-Recourse Persons"), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, Liabilities, or causes of action, arising under, out of, in connection with, or related in any manner to a Transaction Dispute; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such claims, Liabilities, and causes of action, against any such Non-Recourse Persons.

10.17 Preparation of this Agreement. Buyer and Seller hereby acknowledge that (a) Buyer and Seller jointly and equally participated in the drafting of this Agreement and all other agreements contemplated hereby, (b) Buyer and Seller have been adequately represented and advised by legal counsel with respect to this Agreement and the Transactions, and (c) no

presumption shall be made that any provision of this Agreement shall be construed against either Party by reason of such role in the drafting of this Agreement and any other agreement contemplated hereby.

10.18 Schedules. The Seller's Disclosure 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 Seller's Disclosure Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Seller's Disclosure Schedules, and any disclosure in the Seller's Disclosure Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. Capitalized terms used in the Seller's Disclosure 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 Seller's Disclosure Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business, 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 Seller's Disclosure Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Seller's Disclosure Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business. In addition, matters reflected in the Seller's Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Seller's Disclosure 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 Seller's Disclosure 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 the Seller's Disclosure Schedules is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Seller's Disclosure 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.

10.19 Fiduciary Obligation. Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable Law. For the avoidance of doubt, Seller retains the right to pursue any transaction or restructuring strategy that, in Seller's business judgment, will maximize the value of their estates.

*[Remainder of Page Intentionally Left Blank]*

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

**SELLER:**

**John C. Heath, Attorney At Law PC d/b/a  
Lexington Law**

By: \_\_\_\_\_

Name:

Title:

**BUYER:**

**[AcquisitionCo]**

By: \_\_\_\_\_  
Name:  
Title:

DISCLOSURE SCHEDULES

relating to the

ASSET PURCHASE AGREEMENT

dated as of [•], 2023

by and among

[ACQUISITIONCO],

as Buyer,

JOHN C. HEATH, ATTORNEY AT LAW PC D/B/A LEXINGTON LAW

As Seller

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*This document is not intended to create nor will it be deemed to create a legally binding or enforceable offer or agreement of any type or nature, unless and until agreed and executed by the parties.*



**DISCLOSURE SCHEDULES**  
**To Asset Purchase Agreement, dated as of [\_\_\_\_\_], 2023**

These are the Seller Disclosure Schedules (the “Disclosure Schedules”) to that certain Asset Purchase Agreement (the “Agreement”), entered into as of [●], 2023, among [AcquisitionCo], a Utah professional corporation (“Buyer”) and John C. Heath, Attorney at Law PC d/b/a Lexington Law, a Utah professional corporation (“Seller”). Buyer and Seller are collectively referred to herein as the “Parties.” Capitalized terms used in these Disclosure Schedules and not otherwise defined herein have the meanings given to them in the Agreement.

These Disclosure Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of the Agreement; provided, however, each section of these Disclosure Schedules will be deemed to incorporate by reference all information disclosed in any other section of these Disclosure Schedules, and any disclosure in the Disclosure Schedules will be deemed a disclosure against any representation or warranty set forth in the Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in the Agreement, these Disclosure Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in the Agreement, these Disclosure Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in the Agreement, these Disclosure Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business. In addition, matters reflected in these Disclosure Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Disclosure 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 these Disclosure 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 a summary only and 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 the Agreement. The information contained in the Agreement, in these Disclosure Schedules and exhibits thereto is disclosed solely for purposes of the 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.

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**Schedule 2.1(j) - Permits**

**Credit Services Organization (or State Equivalent) Licenses**

1. Utah
2. Maryland
3. South Carolina
4. Oregon
5. California
6. Maryland
7. Louisiana
8. Maine
9. Minnesota
10. West Virginia

**Schedule 2.2(h) - Excluded Assets**

None.

**Schedule 2.3(d) - Administrative Expenses**

None.

**Schedule 2.3(g) - Key Employee Agreements**

None.

**Schedule 2.3(j) - Assumed Benefit Plans**

1. Group Application Medical Plans, dated 2022, with Selecthealth and Lexington Law.
2. Administrative Services Agreement, dated January 1, 2015, by and between OptumHealth Financial Services, Inc. and John C. Heath, Attorney at Law, PLLC dba Lexington Law, as amended.
  - (i) FSA (Optum Bank, Inc.)
  - (ii) HSA (Optum Bank, Inc.)
3. Vision Plan (EyeMed Vision Care LLC)
4. Dental Plan (Delta Dental)
5. COBRA benefits (Administered by Optum Bank, Inc.)
6. Basic Life Insurance (Life Insurance Company of North America)
7. Accidental Death and Dismemberment Insurance Coverage (Life Insurance Company of North America)
8. Supplemental Life Insurance (Life Insurance Company of North America)
9. Disability Benefits (Life Insurance Company of North America)
10. Workers' Compensation Program
11. 401(k) Plan (Fidelity Investment Company)
12. Roth 401(k) Plan (Fidelity Investment Company)
13. Employee Assistance Program (SelectHealth)
14. PTO Policy for Eligible Employees
15. Paid/Unpaid Leave
16. Health and wellness programs
17. Access to credit-repair services
18. Time off to volunteer with community partners
19. Paid sabbatical at 5, 10, 15, or 20 year anniversary
20. Retirement Plan Consulting (Morgan Stanley)

21. Benefit Advocate Center (Gallagher)



**Schedule 2.3(l) - Assumed Tax Liabilities**

Sales & Use Tax	\$192,165
Property Tax	\$7,300
Income Tax	\$9,311
<b>Total</b>	<b>\$208,776</b>

Lexington Law				
Tax Payment Estimates				
				Actual
				2020
				January
Payment Type	Bank Account for payments [REDACTED]	Timing of Pmts	GL Account #	12/29/19 - 1/4/20
<b>Lexington</b>				
<b>Sales &amp; Use Tax</b>				
<u>Lexington Sales tax filings:</u>				<i>cash is coll</i>
Lex Avalara sales tax- withdrawn from bank	[REDACTED]	Avalara pulls funds btwn 11th-14th		
OH CAT Tax		Due 10th of month		
<u>Lexington Use tax filings:</u>				<i>cash is paid</i>
Utah				
Arizona				
<b>Property Tax</b>				
Arizona	[REDACTED]	Due end of month		
Utah		Due end of month		
<b>Income Taxes</b>				
Federal	[REDACTED]	Due 15th of month		
States		Due 15th of month		
<b>Service Providers</b>				
Forvis (formerly BKD, and formerly Stayner & Bates)				
<b>Total Lexington Estimated Cash Payments</b>				-

Lexington Law					=estimate									=estimate			
Tax Payment Estimates					=actual									=actual			
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2020																
					February				March				April				
Payment Type	1/5/20 - 1/11/20	1/12/20 - 1/18/20	1/19/20 - 1/25/20	1/26/20 - 2/1/20	2/2/20 - 2/8/20	2/9/20 - 2/15/20	2/16/20 - 2/22/20	2/23/20 - 2/29/20	3/1/20 - 3/7/20	3/8/20 - 3/14/20	3/15/20 - 3/21/20	3/22/20 - 3/28/20	3/29/20 - 4/4/20	4/5/20 - 4/11/20	4/12/20 - 4/18/20	4/19/20 - 4/25/20	
<b>Lexington</b>																	
<b>Sales &amp; Use Tax</b>																	
<u>Lexington Sales tax filings:</u>	<i>ected for sales tax, then paid out to taxing jurisdictions</i>																
Lex Avalara sales tax- withdrawn from bank																	
OH CAT Tax					7,184												
<u>Lexington Use tax filings:</u>	<i>based on purchases made by the company that are subject to use taxes in the taxing jurisdictions</i>																
Utah			160													161	
Arizona			72													193	
<b>Property Tax</b>																	
Arizona																	
Utah																9,000	
<b>Income Taxes</b>																	
Federal States																	
<b>Service Providers</b>																	
Forvis (formerly BKD, and formerly Stayner & Smith)																	
<b>Total Lexington Estimated Cash Payments</b>	-	-	232	-	7,184	-	-	-	-	-	-	-	-	-	-	9,354	

Lexington Law						Income Tax Payr	Refund- when IRS open	6/15/2020	7/15/2020	9/15/2020	12/15/2020	Total Est Taxes
Tax Payment Estimates												
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2020											
	May					June				July		
Payment Type	4/26/20 - 5/2/20	5/3/20 - 5/9/20	5/10/20 - 5/16/20	5/17/20 - 5/23/20	5/24/20 - 5/30/20	5/31/20 - 6/6/20	6/7/20 - 6/13/20	6/14/20 - 6/20/20	6/21/20 - 6/27/20	6/28/20 - 7/4/20	7/5/20 - 7/11/20	
<b>Lexington</b>												
<b>Sales &amp; Use Tax</b>												
<u>Lexington Sales tax filings:</u>												
Lex Avalara sales tax- withdrawn from bank												
OH CAT Tax		7,659										
<u>Lexington Use tax filings:</u>												
Utah												
Arizona												
<b>Property Tax</b>												
Arizona												
Utah												
<b>Income Taxes</b>												
Federal												
States												
<b>Service Providers</b>												
Forvis (formerly BKD, and formerly Stayner & Smith)												
<b>Total Lexington Estimated Cash Payments</b>	-	7,659	-	-	-	12,300	-	810	-	-	-	-

Lexington Law	=estimate												=estimate		
Tax Payment Estimates	=actual												=actual		
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
	2020														
	August						September						October		
Payment Type	7/12/20 - 7/18/20	7/19/20 - 7/25/20	7/26/20 - 8/1/20	8/2/20 - 8/8/20	8/9/20 - 8/15/20	8/16/20 - 8/22/20	8/23/20 - 8/29/20	8/30/20 - 9/5/20	9/6/20 - 9/12/20	9/13/20 - 9/19/20	9/20/20 - 9/26/20	9/27/20 - 10/3/20	10/4/20 - 10/10/20		
<b>Lexington</b>															
<b>Sales &amp; Use Tax</b>															
<u>Lexington Sales tax filings:</u>															
Lex Avalara sales tax- withdrawn from bank															
OH CAT Tax					9,613										
<u>Lexington Use tax filings:</u>															
Utah		161													
Arizona		-													
<b>Property Tax</b>															
Arizona															
Utah															
<b>Income Taxes</b>															
Federal											Q3 est pmts				
States											-	1,400			
<b>Service Providers</b>															
Forvis (formerly BKD, and formerly Stayner)							14,825								
<b>Total Lexington Estimated Cash Payments</b>	-	161	-	-	9,613	-	14,825	-	-	1,400	-	-	-		

Lexington Law									=estimate							
Tax Payment Estimates									=actual							
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual			
	November							December								
Payment Type	10/11/20 - 10/17/20	10/18/20 - 10/24/20	10/25/20 - 10/31/20	11/1/20 - 11/7/20	11/8/20 - 11/14/20	11/15/20 - 11/21/20	11/22/20 - 11/28/20	11/29/20 - 12/5/20	12/6/20 - 12/12/20	12/13/20 - 12/19/20	12/20/20 - 12/26/20	12/27/20 - 1/2/21	2020 Total in category			
<b>Lexington</b>																
<b>Sales &amp; Use Tax</b>																
<u>Lexington Sales tax filings:</u>																
Lex Avalara sales tax- withdrawn from bank															-	
OH CAT Tax					12,296											
<u>Lexington Use tax filings:</u>																
Utah		208														
Arizona		6														
<b>Property Tax</b>																
Arizona			11,348													
Utah																
<b>Income Taxes</b>																
Federal States									-	9,108						
<b>Service Providers</b>																
Forvis (formerly BKD, and formerly Stayner)											2,500					
<b>Total Lexington Estimated Cash Payments</b>	-	214	11,348	-	12,296	-	-	9,108	-	2,500	-	-				

Lexington Law		=estimate														
Tax Payment Estimates		=actual														
		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
		2021					2021					2021				
		January					February					March				
Payment Type		12/27/20 - 1/2/21	1/3/21 - 1/9/21	1/10/21 - 1/16/21	1/17/21 - 1/23/21	1/24/21 - 1/30/21	1/31/21 - 2/6/21	2/7/21 - 2/13/21	2/14/21 - 2/20/21	2/21/21 - 2/27/21	2/28/21 - 3/6/21	3/7/21 - 3/13/21	3/14/21 - 3/20/21	3/21/21 - 3/27/21		
<b>Lexington</b>																
<b>Sales &amp; Use Tax</b>																
<u>Lexington Sales tax filings:</u>		<i>cash is collected for sales tax, then paid out to taxing jurisdictions</i>														
Lex Avalara sales tax- withdrawn from bank				77,419				55,966						55,966		
OH CAT Tax							10,874									
<u>Lexington Use tax filings:</u>		<i>cash is paid based on purchases made by the company that are subject to use taxes in the taxing jurisdictions</i>														
Utah					215											
Arizona					-											
<b>Property Tax</b>																
Arizona																
Utah																
<b>Income Taxes</b>														Q1 est pmts (some states)		
Federal States										(17,072)				4,700		
<b>Service Providers</b>																
Forvis (formerly BKD, and formerly Stayner																
<b>Total Lexington Estimated Cash Payments</b>		-	-	77,419	215	-	10,874	55,966	-	(17,072)	-	-	60,666	-		

Lexington Law											Income Tax Payr	Pmts made w/ tax rtn	4/15/2021	6/15/2021
Tax Payment Estimates														
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2021					2021					2021			
	April				May					June				
Payment Type	3/28/21 - 4/3/21	4/4/21 - 4/10/21	4/11/21 - 4/17/21	4/18/21 - 4/24/21	4/25/21 - 5/1/21	5/2/21 - 5/8/21	5/9/21 - 5/15/21	5/16/21 - 5/22/21	5/23/21 - 5/29/21	5/30/21 - 6/5/21	6/6/21 - 6/12/21	6/13/21 - 6/19/21		
<b>Lexington</b>														
<b>Sales &amp; Use Tax</b>														
<u>Lexington Sales tax filings:</u>														
Lex Avalara sales tax- withdrawn from bank			72,409				55,102							55,591
OH CAT Tax						10,813								
<u>Lexington Use tax filings:</u>														
Utah				134										
Arizona				18										
<b>Property Tax</b>														
Arizona														
Utah	2,172													
<b>Income Taxes</b>	Q1 est pmts (most states)										Q2 est pmts			
Federal			-											-
States			14,370											4,700
<b>Service Providers</b>														
Forvis (formerly BKD, and formerly Stayner)					10,591									
<b>Total Lexington Estimated Cash Payments</b>	2,172	-	86,779	152	10,591	-	65,915	-	-	-	-	-	-	60,291



Lexington Law	9/15/2021	12/15/2021	Total Est Taxes										
Tax Payment Estimates													
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2021						2021						
	July						August						
Payment Type	6/20/21 - 6/26/21	6/27/21 - 7/3/21	7/4/21 - 7/10/21	7/11/21 - 7/17/21	7/18/21 - 7/24/21	7/25/21 - 7/31/21	8/1/21 - 8/7/21	8/8/21 - 8/14/21	8/15/21 - 8/21/21	8/22/21 - 8/28/21	8/29/21 - 9/4/21	9/5/21 - 9/11/21	
<b>Lexington</b>													
<b>Sales &amp; Use Tax</b>													
<u>Lexington Sales tax filings:</u>													
Lex Avalara sales tax- withdrawn from bank				72,905				54,967					
OH CAT Tax								12,967					
<u>Lexington Use tax filings:</u>													
Utah					134								
Arizona					-								
<b>Property Tax</b>													
Arizona													
Utah													
<b>Income Taxes</b>													
Federal States													
<b>Service Providers</b>													
Forvis (formerly BKD, and formerly Stayner & Smith)													
<b>Total Lexington Estimated Cash Payments</b>	-	-	-	72,905	134	-	-	67,934	-	-	-	-	

Lexington Law												
Tax Payment Estimates												
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2021						2021			2021		
	October						November			December		
Payment Type	9/12/21 - 9/18/21	9/19/21 - 9/25/21	9/26/21 - 10/2/21	10/3/21 - 10/9/21	10/10/21 - 10/16/21	10/17/21 - 10/23/21	10/24/21 - 10/30/21	10/31/21 - 11/6/21	11/7/21 - 11/13/21	11/14/21 - 11/20/21	11/21/21 - 11/27/21	11/28/21 - 12/4/21
<b>Lexington</b>												
<b>Sales &amp; Use Tax</b>												
<u>Lexington Sales tax filings:</u>												
Lex Avalara sales tax- withdrawn from bank	55,038				72,823				54,016			
OH CAT Tax								11,120				
<u>Lexington Use tax filings:</u>												
Utah						377						
Arizona						-						
<b>Property Tax</b>												
Arizona							9,955					
Utah												
<b>Income Taxes</b>												
	Q3 est pmts						Tax Return Filing Payments					
Federal	-					-						
States	4,400					1,096		2,732				
<b>Service Providers</b>												
Forvis (formerly BKD, and formerly Stayner & Smith)							4,800					
<b>Total Lexington Estimated Cash Payments</b>	59,438	-	-	-	-	73,919	377	14,755	2,732	65,136	-	-



Lexington Law														
Tax Payment Estimates														
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
	2022						2022							
	March						April							
	2/6/22 - 2/12/22		2/13/22 - 2/19/22		2/20/22 - 2/26/22		2/27/22 - 3/5/22		3/6/22 - 3/12/22		3/13/22 - 3/19/22		3/20/22 - 3/26/22	
	3/27/22 - 4/2/22		4/3/22 - 4/9/22		4/10/22 - 4/16/22		4/17/22 - 4/23/22		4/24/22 - 4/30/22		5/1/22 - 5/7/22			
Payment Type														
<b>Lexington</b>														
<b>Sales &amp; Use Tax</b>														
<u>Lexington Sales tax filings:</u>														
Lex Avalara sales tax- withdrawn from bank		49,255				48,459				67,053				
OH CAT Tax	9,435													
<u>Lexington Use tax filings:</u> <i>to use taxes in the taxing jurisdictions</i>														
Utah											134			
Arizona											321			
<b>Property Tax</b>														
Arizona														
Utah								1,709						
<b>Income Taxes</b>														
						Q1 est pmts (some states)				Q1 est pmts (most states)				
Federal						-				-				
States						5,500				5,850				
<b>Service Providers</b>														
Forvis (formerly BKD, and formerly Stayner & Smith)														
<b>Total Lexington Estimated Cash Payments</b>	9,435	49,255	-	-	-	53,959	-	1,709	-	72,903	455	-	-	

Lexington Law												
Tax Payment Estimates												
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
	2022						2022					
	June						July					
Payment Type	5/8/22 - 5/14/22	5/15/22 - 5/21/22	5/22/22 - 5/28/22	5/29/22 - 6/4/22	6/5/22 - 6/11/22	6/12/22 - 6/18/22	6/19/22 - 6/25/22	6/26/22 - 7/2/22	7/3/22 - 7/9/22	7/10/22 - 7/16/22	7/17/22 - 7/23/22	
<b>Lexington</b>												
<b>Sales &amp; Use Tax</b>												
<u>Lexington Sales tax filings:</u>												
Lex Avalara sales tax- withdrawn from bank	51,376					51,778				68,938		
OH CAT Tax	9,047											
<u>Lexington Use tax filings:</u>												
Utah											20	
Arizona											9	
<b>Property Tax</b>												
Arizona												
Utah												
<b>Income Taxes</b>												
						Q2 est pmts						
Federal						-						
States						6,100						
<b>Service Providers</b>												
Forvis (formerly BKD, and formerly Stayner)												
<b>Total Lexington Estimated Cash Payments</b>	60,423	-	-	-	-	57,878	-	-	-	68,938	29	

Lexington Law													
Tax Payment Estimates													
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2022					2022					2022		
	August					September					October		
Payment Type	7/24/22 - 7/30/22	7/31/22 - 8/6/22	8/7/22 - 8/13/22	8/14/22 - 8/20/22	8/21/22 - 8/27/22	8/28/22 - 9/3/22	9/4/22 - 9/10/22	9/11/22 - 9/17/22	9/18/22 - 9/24/22	9/25/22 - 10/1/22	10/2/22 - 10/8/22	10/9/22 - 10/15/22	
<b>Lexington</b>													
<b>Sales &amp; Use Tax</b>													
<u>Lexington Sales tax filings:</u>													
Lex Avalara sales tax- withdrawn from bank			50,622					49,979					64,788
OH CAT Tax			8,887										
<u>Lexington Use tax filings:</u>													
Utah													
Arizona													
<b>Property Tax</b>													
Arizona													
Utah													
<b>Income Taxes</b>													
								Q3 est pmts					Tax Return Fi
Federal								-					-
States								4,900					409
<b>Service Providers</b>													
Forvis (formerly BKD, and formerly Stayner													16,530
<b>Total Lexington Estimated Cash Payments</b>	-	-	59,509	-	-	-	-	54,879	-	-		16,530	65,197

Lexington Law									=estimate			
Tax Payment Estimates									=actual			
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2022						2022					
	November						December					
Payment Type	10/16/22 - 10/22/22	10/23/22 - 10/29/22	10/30/22 - 11/5/22	11/6/22 - 11/12/22	11/13/22 - 11/19/22	11/20/22 - 11/26/22	11/27/22 - 12/3/22	12/4/22 - 12/10/22	12/11/22 - 12/17/22	12/18/22 - 12/24/22	12/25/22 - 12/31/22	
<b>Lexington</b>												
<b>Sales &amp; Use Tax</b>												
<u>Lexington Sales tax filings:</u>												
Lex Avalara sales tax- withdrawn from bank				43,425					39,368			
OH CAT Tax				7,445								
<u>Lexington Use tax filings:</u>												
Utah	216											
Arizona	80											
<b>Property Tax</b>												
Arizona		7,298										
Utah												
<b>Income Taxes</b>	ing Payments						Q4 est pmts					
Federal									-			
States									7,100			
<b>Service Providers</b>												
Forvis (formerly BKD, and formerly Stayner & Smith)		12,800										
<b>Total Lexington Estimated Cash Payments</b>	296	20,098	-	50,870	-	-	-	-	46,468	-	-	

Lexington Law														Sales tax	
Tax Payment Estimates														60.0%	
			Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
			2023					2023					2023		
			January					February					March		
Payment Type	2022 Total in category			1/1/23 - 1/7/23	1/8/23 - 1/14/23	1/15/23 - 1/21/23	1/23/23 - 1/28/23		1/29/23 - 2/4/23	2/5/23 - 2/11/23	2/12/23 - 2/18/23	2/19/23 - 2/25/23	2/26/23 - 3/4/23	3/5/23 - 3/11/23	
<b>Lexington Sales &amp; Use Tax</b>															
Lexington Sales tax filings:			<i>cash is collected for sales tax, then paid out to taxing jurisdictions</i>												
Lex Avalara sales tax- withdrawn from bank	651,090				63,000							47,021			
OH CAT Tax									6,585						
Lexington Use tax filings:			<i>cash is paid based on purchases made by the company that are subject to use taxes in the taxing jurisdictions</i>												
Utah														20	
Arizona														94	
<b>Property Tax</b>															
Arizona															
Utah															
<b>Income Taxes</b>															
Federal States															
<b>Service Providers</b>															
Forvis (formerly BKD, and formerly Stayner)															
<b>Total Lexington Estimated Cash Payments</b>			-	-	63,000	114	-	6,585	-	47,021	-	-	-	-	



Lexington Law	% of PY											
Tax Payment Estimates												
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	2023						2023					
	April						May					
Payment Type	3/12/23 - 3/18/23	3/19/23 - 3/25/23	3/26/23 - 4/1/23	4/2/23 - 4/8/23	4/9/23 - 4/15/23	4/16/23 - 4/23/23	4/23/23 - 4/29/23	4/30/23 - 5/6/23	5/7/23 - 5/13/23	5/14/23 - 5/20/23	5/21/23 - 5/27/23	5/28/23 - 6/3/23
<b>Lexington</b>												
<b>Sales &amp; Use Tax</b>												
<u>Lexington Sales tax filings:</u>												
Lex Avalara sales tax- withdrawn from bank	46,716				57,827				17,129			
OH CAT Tax								6,491				
<u>Lexington Use tax filings:</u>												
Utah							134					
Arizona							1					
<b>Property Tax</b>												
Arizona												
Utah			1,210									
<b>Income Taxes</b>	Q1 est pmts (some states)						Q1 est pmts (most states)					
Federal												
States	1,000				1,745							
<b>Service Providers</b>												
Forvis (formerly BKD, and formerly Stayner)									1,150			
<b>Total Lexington Estimated Cash Payments</b>	47,716	-	1,210	-	59,572	135	-	-	23,620	1,150	-	-

Lexington Law	1.15													Lex	May-23
Tax Payment Estimates														Sales tax- Av	18
														Use tax	-
														Total	18
	Actual	Actual	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
	2023			2023						2023			2023		
				July						August			September		
Payment Type	6/4/23 - 6/10/23	6/11/23 - 6/17/23	6/18/23 - 6/24/23	6/25/23 - 7/1/23	7/2/23 - 7/8/23	7/9/23 - 7/15/23	7/16/23 - 7/23/23	7/23/23 - 7/29/23	7/30/23 - 8/5/23	8/6/23 - 8/12/23	8/13/23 - 8/19/23	8/20/23 - 8/26/23	8/27/23 - 9/2/23		
<b>Lexington</b>															
<b>Sales &amp; Use Tax</b>															
<u>Lexington Sales tax filings:</u>															
Lex Avalara sales tax- withdrawn from bank		17,129				41,400						30,400			
OH CAT Tax										8,900					
<u>Lexington Use tax filings:</u>															
Utah								100							
Arizona								100							
<b>Property Tax</b>															
Arizona															
Utah															
<b>Income Taxes</b>	Q2 est pmts														
Federal		-													
States		500													
<b>Service Providers</b>															
Forvis (formerly BKD, and formerly Stayner)															
<b>Total Lexington Estimated Cash Payments</b>	-	17,629	-	-	-	41,400	200	-	-	8,900	30,400	-	-		

Lexington Law	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23							
<b>Tax Payment Estimates</b>	18	42	31	30	39	27	24							
	-	1	-	-	1	-	-							
	18	43	31	30	40	27	24							
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	
	2023						2023							
	October						November							
Payment Type	9/3/23 - 9/9/23	9/10/23 - 9/16/23	9/17/23 - 9/23/23	9/24/23 - 9/30/23	10/1/23 - 10/7/23	10/8/23 - 10/14/23	10/15/23 - 10/21/23	10/23/23 - 10/28/23	10/29/23 - 11/4/23	11/5/23 - 11/11/23	11/12/23 - 11/18/23	11/19/23 - 11/25/23		
<b>Lexington</b>														
<b>Sales &amp; Use Tax</b>														
<u>Lexington Sales tax filings:</u>														
Lex Avalara sales tax- withdrawn from bank		30,000				38,900						26,100		
OH CAT Tax									7,500					
<u>Lexington Use tax filings:</u>														
Utah							300							
Arizona							100							
<b>Property Tax</b>														
Arizona								7,300						
Utah														
<b>Income Taxes</b>		Q3 est pmts				Tax Return Filing Payments								
Federal		-												
States		2228												
<b>Service Providers</b>														
Forvis (formerly BKD, and formerly Stayner & Smith)								17,000						
<b>Total Lexington Estimated Cash Payments</b>	-	32,228	-	-	-	38,900	400	24,300	-	7,500	26,100	-		

Lexington Law	=estimate								
Tax Payment Estimates	=actual								
	Estimate	Estimate	Estimate	Estimate	Estimate				
	2023								
	December								
Payment Type	11/26/23 - 12/2/23	12/3/23 - 12/9/23	12/10/23 - 12/16/23	12/17/23 - 12/23/23	12/24/23 - 12/30/23	2023 Total in category			
<b>Lexington</b>									
<b>Sales &amp; Use Tax</b>									
Lexington Sales tax filings:									<i>cash is collected for sales tax, then paid out to taxing jurisdictions</i>
Lex Avalara sales tax- withdrawn from bank			23,600			439,222			
OH CAT Tax									
Lexington Use tax filings:									
Utah									
Arizona									
<b>Property Tax</b>									
Arizona									
Utah									
<b>Income Taxes</b>									
			Q4 est pmts						
Federal			-						
States			7083						
<b>Service Providers</b>									
Forvis (formerly BKD, and formerly Stayner &									
<b>Total Lexington Estimated Cash Payments</b>	-	-	30,683	-	-				

**Schedule 2.5(b) - Available Contracts**

Attached.

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
1	Alexander, Borovicka, & O'Shea	John C. Heath, Attorney At Law PC	Legal Services Agreement Dated 10/01/2021	\$0.00
2	Alvarez & Marsal North America, LLC	John C. Heath, Attorney At Law PC	Engagement Letter Dated 05/11/2023	\$0.00
3	[REDACTED]	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 08/01/2012	\$0.00
4	CT Corporation System	John C. Heath, Attorney At Law PC	Power of Attorney Dated 09/16/2019	\$0.00
5	[REDACTED]	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 08/01/2012	\$0.00
6	Delta Dental Insurance Company	John C. Heath, Attorney At Law PC	Benefits Agreement Dated 01/01/2023	\$0.00
7	Early Warning Services	John C. Heath, Attorney At Law PC	Services Agreement	\$81,938.49
8	[REDACTED]	John C. Heath, Attorney At Law PC	Of Counsel Agreement Amendment Dated 09/27/2012	\$0.00
9	[REDACTED]	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 09/01/2012	\$0.00
10	Emergent DC LLC	John C. Heath, Attorney At Law PC	Lobbying Agreement	\$0.00
11	Equifax Enterprise Services LLC	John C. Heath, Attorney At Law PC	Amendment to Consumer Agent Agmt New Rate Dated 04/01/2017	\$0.00
12	Equifax Enterprise Services LLC	John C. Heath, Attorney At Law PC	Amendment to Consumer Agent Agmt Security Terms Dated 10/28/2019	\$0.00
13	Equifax Enterprise Services LLC	John C. Heath, Attorney At Law PC	Amendment to Consumer Agent Agreement Dated 02/16/2018	\$0.00
14	Equifax Enterprise Services LLC	John C. Heath, Attorney At Law PC	Consumer Agent Agreement Dated 01/31/2011	\$136,909.50
15	Equifax Enterprise Services LLC	John C. Heath, Attorney At Law PC	Consumer Agent Agreement Dated 04/01/2023	\$0.00
16	Equifax Enterprise Services LLC	John C. Heath, Attorney At Law PC	Consumer Agent Agreement Dated 12/23/2022	\$0.00
17	Equifax Enterprise Services LLC	John C. Heath, Attorney At Law PC	Service Provider Amendment Agreement Dated 12/23/2023	\$0.00
18	Eric M. Kamerath & Associates, PLLC	John C. Heath, Attorney At Law PC	Engagement Agreement Dated 01/01/2011	\$0.00
19	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Acknowledgement of Remote Working Agreement Dated 03/17/2022	\$0.00
20	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Addendum to Agency Addendum Dated 02/22/2022	\$0.00
21	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Addendum to FPCEs Reseller Services Agreement and Standard Terms & Conditions	\$0.00
22	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Addendum to FPCEs Reseller Services Agreement and Standard Terms & Conditions Dated 02/14/2022	\$0.00
23	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Addendum to FPCEs Reseller Services Agreement and Standard Terms and Conditions - Exact Star	\$0.00
24	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Amendment to Standard Terms and Conditions Dated 01/05/2023	\$0.00
25	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Analytical Services Schedule	\$0.00
26	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Data Elements Suppression Waiver Packet Dated 12/09/2015	\$0.00
27	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Data Services Agreement Dated 10/06/2021	\$0.00
28	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Pricing Addendum Dated 09/21/2021	\$0.00
29	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Publisher Insertion Order Dated 09/01/2021	\$0.00
30	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Reseller Services Agreement Dated 04/01/2018	\$0.00
31	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Reseller Services Agreement Dated 06/13/2017	\$0.00
32	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Reseller Services Agreement Dated 09/15/2015	\$287,736.95
33	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Reseller Services Agreement Dated 12/14/2015	\$0.00
34	Experian Marketing Solutions LLC	John C. Heath, Attorney At Law PC	Terms and Conditions Dated 12/14/2015	\$0.00
35	Fair Isaac Corporation	John C. Heath, Attorney At Law PC	FICO Pricing Amendment Dated 01/01/2023	\$218,777.75
36	Fair Isaac Corporation	John C. Heath, Attorney At Law PC	Pricing Agreement Dated 01/01/2023	\$0.00
37	Fair Isaac Corporation	John C. Heath, Attorney At Law PC	Reseller Services Agreement Dated 03/15/2016	\$0.00
38	Fair Isaac Corporation	John C. Heath, Attorney At Law PC	Reseller Services Agreement Dated 12/20/2016	\$0.00
39	Fidelity	John C. Heath, Attorney At Law PC	Benefits Agreement	\$2,062.41
40	FLEX Marketing Group, LLC	John C. Heath, Attorney At Law PC	Insertion Order Dated 06/22/2023	\$0.00
41	Forvis - BDK	John C. Heath, Attorney At Law PC	Engagement Letter	\$0.00
42	Hexaware	John C. Heath, Attorney At Law PC	Statement of Work	\$122,399.64
43	[REDACTED]	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 02/07/2006	\$3,000.00
44	IntelePeer Cloud Communications LLC	John C. Heath, Attorney At Law PC	Letter of Authorization Dated 05/04/2022	\$0.00

Row Number	Counterparty Name	Debtor	Contract Description	Estimated Cure Amount
45	Iponweb Gmbh	John C. Heath, Attorney At Law PC	Insertion Order Dated 03/31/2022	\$0.00
46	Iponweb Gmbh	John C. Heath, Attorney At Law PC	Marketing Agreement Dated 02/25/2022	\$0.00
47	[REDACTED]	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 08/01/2012	\$0.00
48	[REDACTED]	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 03/01/2018	\$0.00
49	Kegler, Brown, Hill & Ritter	John C. Heath, Attorney At Law PC	Engagement Letter for Governmental and Legislative Affairs Services Dated 03/20/2014	\$0.00
50	Kegler, Brown, Hill & Ritter	John C. Heath, Attorney At Law PC	Legal Services Agreement Dated 06/07/2016	\$0.00
51	[REDACTED]	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 08/01/2012	\$0.00
52	[REDACTED]	John C. Heath, Attorney At Law PC	Payments to Of Counsel Agreement Dated 04/01/2018	\$0.00
53	Kipp and Christian, P.C.	John C. Heath, Attorney At Law PC	Scope and Terms of Representation Agreement Dated 08/04/2021	\$0.00
54	[REDACTED]	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 12/20/2011	\$0.00
55	MacMurray & Shuster, LLP	John C. Heath, Attorney At Law PC	Retainer Agreement for Legal Services Dated 05/15/2017	\$0.00
56	Milestone Formula, LLC	John C. Heath, Attorney At Law PC	Insertion Order Dated 06/28/2023	\$0.00
57	Miller Friel, PLLC	John C. Heath, Attorney At Law PC	Retention and Joint Prosecution Agreement Dated 03/23/2018	\$0.00
58	Moss Adams	John C. Heath, Attorney At Law PC	Statement of Work Dated 06/07/2022	\$0.00
59	MX Technologies, Inc.	John C. Heath, Attorney At Law PC	Services Agreement Dated 08/27/2015	\$56,561.12
60	Noble Connections	John C. Heath, Attorney At Law PC	Insertion Order (CPM) Dated 07/07/2023	\$0.00
61	Noble Connections	John C. Heath, Attorney At Law PC	Insertion Order Dated 07/07/2023	\$0.00
62	Progrexion Holdings, Inc., Progrexion IP, Inc., Progrexion Marketing, Inc.,	John C. Heath, Attorney At Law PC	Teleservices Outsourcing Agreement Dated 09/01/2021	\$3,746,971.58
63	[REDACTED]	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 08/01/2012	\$579.99
64	[REDACTED]	John C. Heath, Attorney At Law PC	Payments to Of Counsel Agreement Dated 04/01/2018	\$0.00
65	Roku	John C. Heath, Attorney At Law PC	Third Party Insertion Order Dated 10/04/2021	\$0.00
66	Ryan Francis	John C. Heath, Attorney At Law PC	Content Creator Agreement Dated 06/20/2023	\$0.00
67	Shankman-Lexington Law, PLLC	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 11/01/2012	\$0.00
68	Shankman-Lexington Law, PLLC	John C. Heath, Attorney At Law PC	Payments to Of Counsel Agreement Dated 10/01/2016	\$0.00
69	Social Hustle	John C. Heath, Attorney At Law PC	Advertising Management Agreement Dated 07/11/2023	\$0.00
70	The Smalley Law Firm, LLC	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 07/01/2014	\$0.00
71	Thomas T. Mullen Co., LLC	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 10/01/2016	\$0.00
72	TransUnion	John C. Heath, Attorney At Law PC	1st Amendment to the Consumer Reseller Services Agreement Dated 09/22/2016	\$0.00
73	TransUnion	John C. Heath, Attorney At Law PC	Amended and Restated Consumer Reseller Services Agreement Dated 06/10/2014	\$0.00
74	TransUnion	John C. Heath, Attorney At Law PC	Amended and Restated Consumer Reseller Services Agreement Dated 06/10/2014	\$0.00
75	TransUnion	John C. Heath, Attorney At Law PC	Amended and Restated Interactive Services Master Agreement Dated 06/03/2014	\$0.00
76	TransUnion	John C. Heath, Attorney At Law PC	Amended and Restated Interactive Services Master Agreement Dated 06/03/2014	\$0.00
77	TransUnion	John C. Heath, Attorney At Law PC	Monitoring Agreement Dated 08/07/2014	\$569,735.66
78	TransUnion	John C. Heath, Attorney At Law PC	Subscriber Validation Form Agreement Dated 08/07/2014	\$0.00
79	TransUnion	John C. Heath, Attorney At Law PC	Subscriber Validation Form Agreement Dated 08/07/2014	\$0.00
80	Traveller & Company LLC	John C. Heath, Attorney At Law PC	Engagement Letter for 401(k) Plan Audit Dated 06/06/2023	\$0.00
81	Troutman Pepper	John C. Heath, Attorney At Law PC	Professional Services Agreement Dated 09/19/2017	\$0.00
82	[REDACTED]	John C. Heath, Attorney At Law PC	Of Counsel Agreement Dated 08/01/2012	\$0.00
83	Williams & Connolly LLC	John C. Heath, Attorney At Law PC	Engagement Letter Dated 01/24/2022	\$0.00
84	Williams & Connolly LLC	John C. Heath, Attorney At Law PC	Engagement Letter Dated 12/16/2019	\$0.00

### Schedule 3.3 - Allocation of Purchase Consideration

Sellers and Buyer agree that the Purchase Price as adjusted pursuant to Section 3.3 shall be allocated for income tax purposes among the assets of the Company in accordance with the methodology set forth below.

<b>Asset Class</b>	<b>Class Assets</b> <i>(Including but not limited to)</i>	<b>Allocation Methodology</b>
Class I	Cash, general deposit accounts	Actual amount of Class I Purchased Assets.
Class II	Certificates of deposits, U.S. government securities, readily marketable stock and securities, and foreign currency	The fair market value of such Class II Purchased Assets as of the Closing Date as determined by the Parties.
Class III	Accounts receivable, mortgages, and credit card receivables	The fair market value of such Class III Purchased Assets as of the Closing Date as determined by the Parties.
Class IV	Inventory	The fair market value of such Class IV Purchased Assets as of the Closing Date as determined by the Parties.
Class V	Land, buildings, personal property, and all assets other than Class I, II, III, IV, VI, VII assets	The fair market value of such Class V Purchased Assets as of the Closing Date as determined by the Parties.
Class VI	Section 197 intangible assets, except goodwill and going concern value	The fair market value of such Class VI Purchased Assets as of the Closing Date as determined by the Parties.
Class VII	Goodwill; going concern value	The remainder.



**Schedule 4.4 - No Contravention**

None.

**Schedule 4.5 - Consents and Approvals**

None.

**Schedule 4.9(a) - Material Benefit Plans**

1. Group Application Medical Plans, dated 2022, with Selecthealth and Lexington Law.
2. Administrative Services Agreement, dated January 1, 2015, by and between OptumHealth Financial Services, Inc. and John C. Heath, Attorney at Law, PLLC dba Lexington Law, as amended.
  - (iii) FSA (Optum Bank, Inc.)
  - (iv) HSA (Optum Bank, Inc.)
3. Vision Plan (EyeMed Vision Care LLC)
4. Dental Plan (Delta Dental)
5. COBRA benefits (Administered by Optum Bank, Inc.)
6. Basic Life Insurance (Life Insurance Company of North America)
7. Accidental Death and Dismemberment Insurance Coverage (Life Insurance Company of North America)
8. Supplemental Life Insurance (Life Insurance Company of North America)
9. Disability Benefits (Life Insurance Company of North America)
10. Workers' Compensation Program
11. 401(k) Plan (Fidelity Investment Company)
12. Roth 401(k) Plan (Fidelity Investment Company)
13. Employee Assistance Program (SelectHealth)
14. PTO Policy for Eligible Employees
15. Paid/Unpaid Leave
16. Health and wellness programs
17. Access to credit-repair services
18. Time off to volunteer with community partners
19. Paid sabbatical at 5, 10, 15, or 20 year anniversary
20. Retirement Plan Consulting (Morgan Stanley)

21. Benefit Advocate Center (Gallager)

**Schedule 4.10(a) - Business Employees**

Attached.

Employee Name	Employment Status	Full/Part Time	Salary/Hourly	Exemption Status	Job Title	Original Hire Date	Last Hire Date	Accrued PTO (7/18)	Annual Salary	Hourly Pay Rate
	Active	Full Time	Salaried	Exempt	Attorney	3/3/2003	3/3/2003	0.00	\$375 000.00	180.2815
	Active	Full Time	Salaried	Exempt	Attorney	6/1/2014	6/1/2014	0.00	\$250 000.00	120.1877
	Active	Full Time	Salaried	Exempt	Attorney	4/10/2018	4/10/2018	0.00	\$117 053.00	56.2733
	Active	Full Time	Salaried	Exempt	Attorney	7/19/2021	7/19/2021	0.00	\$115 000.00	55.2863
	Active	Full Time	Salaried	Exempt	Attorney	4/30/2018	4/30/2018	0.00	\$103 000.00	49.5172
	Active	Full Time	Salaried	Exempt	Attorney	11/16/2022	11/16/2022	0.00	\$91 000.00	43.7483
	Active	Full Time	Salaried	Exempt	Attorney	8/8/2022	8/8/2022	0.00	\$87 550.00	42.0897
	Active	Full Time	Salaried	Exempt	Attorney	10/24/2022	10/24/2022	0.00	\$85 000.00	40.9638
	Active	Full Time	Salaried	Exempt	Attorney	10/31/2022	10/31/2022	0.00	\$85 000.00	40.9638
	Active	Full Time	Salaried	Exempt	Attorney	7/12/2021	7/12/2021	0.00	\$84 872.00	40.8023
	Active	Full Time	Salaried	Exempt	Attorney	8/30/2021	8/30/2021	0.00	\$84 872.00	40.8023
	Active	Full Time	Salaried	Exempt	Director	1/7/2008	4/1/2022	0.00	\$82 891.00	39.8499
	Active	Full Time	Salaried	Exempt	Attorney	4/18/2022	4/18/2022	0.00	\$82 400.00	39.6139
	Active	Full Time	Salaried	Exempt	Attorney Staff	12/1/1999	12/1/1999	0.00	\$69 900.00	33.6045
	Active	Full Time	Salaried	Exempt	Team Lead	10/18/2012	10/18/2012	0.00	\$64 417.74	30.9689
	Active	Full Time	Salaried	Exempt	Team Lead	5/28/2013	5/1/2023	0.00	\$57 632.00	27.7066
	Active	Full Time	Salaried	Exempt	Administrator	12/12/2008	12/12/2008	0.00	\$52 718.00	25.3442
	Active	Full Time	Salaried	Exempt	Executive Assistant	7/5/2023	7/5/2023	0.00	\$50 000.00	24.0375
	Active	Full Time	Salaried	Exempt	Team Lead	9/25/2017	9/25/2017	0.00	\$48 001.00	23.0765
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	11/27/2017	4/16/2018	3 292.34	\$46 219.38	22.2200
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	10/15/2018	10/15/2018	0.00	\$45 761.76	22.0000
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	11/30/2015	11/30/2015	1 150.40	\$45 761.76	22.0000
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	10/27/2016	3/1/2018	1 545.52	\$45 512.15	21.8800
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	8/22/2011	8/22/2011	1 906.76	\$44 141.43	21.2210
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	6/22/2020	6/22/2020	376.63	\$43 868.89	21.0500
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	5/28/2019	5/28/2019	-692.67	\$43 660.88	20.9500
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	10/5/2015	10/5/2015	435.23	\$43 473.67	20.9000
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	10/17/2016	10/17/2016	319.30	\$43 390.47	20.8600
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	3/16/2020	3/16/2020	1 136.55	\$42 329.63	20.3500
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	4/20/2015	4/20/2015	1 749.45	\$42 074.19	20.2272
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	1/15/2018	1/15/2018	413.20	\$42 038.42	20.2100
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	2/3/2014	2/3/2014	1 991.75	\$41 703.77	20.0491
	Active	Full Time	Hourly	Non-Exempt	Analyst	12/3/2018	12/3/2018	794.14	\$41 692.71	20.0438
	Active	Full Time	Hourly	Non-Exempt	Analyst	4/15/2019	4/15/2019	2 110.36	\$41 692.71	20.0438
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	6/4/2018	7/29/2019	1 890.95	\$41 622.40	20.0100
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	8/12/2020	8/12/2020	47.45	\$41 601.60	20.0000
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	3/22/2012	3/22/2012	696.33	\$41 268.79	19.8400
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	4/1/2019	4/1/2019	-68.89	\$41 060.78	19.7400
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	6/1/2015	6/1/2015	5 218.16	\$40 894.37	19.6600
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	9/12/2016	4/27/2020	894.35	\$40 707.17	19.5700
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	3/20/2014	3/20/2014	536.79	\$40 499.14	19.4700
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	11/14/2016	5/1/2023	917.45	\$39 521.52	19.0000
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	9/11/2017	2/23/2018	1 739.70	\$39 521.52	19.0000
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	1/16/2014	1/16/2014	328.28	\$39 334.31	18.9100
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	12/1/2014	12/1/2014	675.50	\$39 149.73	18.8213
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	6/27/2013	6/27/2013	483.48	\$39 126.30	18.8100
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	7/23/2018	5/1/2023	902.46	\$38 585.48	18.5500
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	3/1/2021	5/1/2023	354.00	\$38 231.87	18.3800
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	11/25/2013	11/11/2019	2 004.96	\$38 114.45	18.3236
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	10/22/2018	4/10/2020	865.91	\$37 815.83	18.1800
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	1/14/2019	1/14/2019	342.17	\$37 795.05	18.1700
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	12/11/2013	5/1/2023	1 088.34	\$37 462.24	18.0100
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	11/7/2016	11/7/2016	538.02	\$37 441.44	18.0000
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	6/15/2015	5/1/2023	954.79	\$37 191.83	17.8800
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	9/24/2018	5/1/2023	721.83	\$36 567.81	17.5800
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	9/2/2020	5/1/2023	256.70	\$36 422.26	17.5100
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	8/19/2019	5/1/2023	375.43	\$36 422.26	17.5100
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	6/25/2018	5/1/2023	1 375.01	\$36 130.99	17.3700
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	8/5/2020	8/5/2020	348.97	\$36 006.18	17.3100
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	8/5/2020	5/1/2023	491.27	\$35 943.78	17.2800
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	3/6/2017	5/1/2023	509.41	\$35 569.37	17.1000
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	4/9/2018	5/1/2023	1 229.14	\$35 153.35	16.9000
	Active	Full Time	Hourly	Non-Exempt	Agent-Service	3/1/2021	5/1/2023	50.63	\$34 986.95	16.8200
	Active	Part Time	Hourly	Non-Exempt	Agent-Service	2/24/2020	5/1/2023	0.00	\$18 720.03	18.0000

**Schedule 4.11 - Conduct of Business**

*Bureau of Consumer Financial Protection v. Progrexion Marketing, Inc., et al.*, Case No. 2:19-CV-00298-BSJ (D. Utah 2019). The Consumer Financial Protection Bureau (the “CFPB”) filed a five-count complaint in the United States District Court for the District of Utah against Progrexion Marketing, Inc., PGX Holdings, Inc., Progrexion Teleservices, Inc., eFolks, LLC, CreditRepair.com, Inc., and John C. Heath, Attorney at Law PC for alleged claims and violations of federal law related to certain alleged telemarketing operations and billing practices. On March 10, 2023, the CFPB’s motion for summary judgment was granted solely as to Count I. As a remedy, the CFPB is seeking prospective injunctive relief and over \$2.7 billion in monetary relief from the defendants solely on account of Count I. Litigation on Counts II-V is still pending.

**Schedule 4.12(a) - Compliance with Laws**

None.



**Schedule 4.12(b) - Material Default**

None.

**Schedule 4.13 - Financial Statements**

None.

**Schedule 4.14 - Financial Advisors**

Alvarez & Marsal

Debtor Restructuring  
Advisor

Greenhill & Co Inc

Debtor Investment Banker

**Schedule 4.15(a) - Tax Matters**

None.

**Schedule 4.15(b) - Tax Matters**

None.

**Schedule 4.15(c) - Tax Matters**

None.

**Schedule 4.16(a) - Related Party Transactions**

1. Engagement Agreement, dated January 1, 2011, by and among John C. Heath, PLLC d/b/a Lexington Law Firm, Eric M. Kamerath & Associates, PLLC and Eric M. Kamerath.

**Schedule 4.16(b) - Related Party Transactions**

None.



**Schedule 10.16 – Non-Recourse**

None.

**EXHIBIT 4**

**Sale Notice**

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

In re:	)	
	)	Chapter 11
PGX HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-10718 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE OF SALE BY AUCTION AND SALE HEARING**

**PLEASE TAKE NOTICE** that on June 6, 2023, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of the Debtors for Entry of Order (I)(A) Approving Bidding Procedures for Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Agreements and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling A Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 66] (the “Sale Motion”)² with the United States Bankruptcy Court for the District of Delaware (the “Court”) seeking, among other things, entry of an order (the “Sale Order”) authorizing and approving: (a) the sale of substantially all of the assets of PGX to Lender AcquisitionCo LLC and of substantially all of the assets of Lexington Law to AcquisitionCo, free and clear of liens, claims, encumbrances, and other interests, except as set forth in the applicable Stalking Horse Agreement, or an alternative asset purchase agreement with a Successful Bidder at auction (the “Sale”); and (b) the assumption and assignment of certain executory contracts and unexpired leases (collectively, the “Contracts”).

**PLEASE TAKE FURTHER NOTICE** that the Debtors are soliciting offers for the purchase of the substantially all of the assets of the Debtors consistent with the bidding procedures (the “Bidding Procedures”) approved by the Court by entry of an order on August [●], 2023 [Docket No. [●]] (the “Bidding Procedures Order”). **All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order.** To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580); Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213); eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progrexion ASG, Inc. (5153); Progrexion Holdings, Inc. (7123); Progrexion IP, Inc. (5179); Progrexion Marketing, Inc. (5073); and Progrexion Teleservices, Inc. (5110). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

<sup>2</sup> Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Sale Motion or Bidding Procedures Order, as applicable.

Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

**PLEASE TAKE FURTHER NOTICE** that, if the Debtors receive qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtors will conduct an auction (the “Auction”) of the Assets **on August 15, 2023 at [5:00 p.m.] (prevailing Eastern Time)** virtually through Zoom (or at any other location or electronically as the Debtors may hereafter designate on proper notice).

**PLEASE TAKE FURTHER NOTICE** that the Debtors will seek approval of the Sale at a hearing scheduled to commence on **August 25, 2023, at 10:00 a.m. (prevailing Eastern Time)** (the “Sale Hearing”) before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Courtroom No. 7, Wilmington, Delaware 19801.

**PLEASE TAKE FURTHER NOTICE** that, except as otherwise set forth in the Bidding Procedures Order, including with respect to any objections to proposed cure amounts or the assumption and assignment of Contracts, objections to the relief requested in the Sale Motion ***must***: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual bases for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be **actually received on or before [August 18], 2023 at [5:00 p.m.] (prevailing Eastern Time)** by the following parties.<sup>3</sup>

Co-Counsel to the Debtors	Co-Counsel to the Debtors
<p style="text-align: center;">Kirkland &amp; Ellis LLP 601 Lexington Ave New York, New York 10022 Attn. Joshua A. Sussberg, P.C. Chris Ceresa Email: joshua.sussberg@kirkland.com chris.ceresa@kirkland.com</p> <p style="text-align: center;">Kirkland &amp; Ellis LLP 300 North LaSalle Street Chicago, Illinois 60654 Attn.: Spencer Winters Whitney Fogelberg Alison J. Wirtz Email: spencer.winters@kirkland.com whitney.fogelberg@kirkland.com alison.wirtz@kirkland.com</p>	<p style="text-align: center;">Klehr Harrison Harvey Branzburg LLP 919 North Market Street, Suite 1000 Wilmington, Delaware 19801 Attn: Domenic E. Pacitti Michael W. Yurkewicz Email: dpacitti@klehr.com myurkewicz@klehr.com</p> <p style="text-align: center;">Klehr Harrison Harvey Branzburg LLP 1835 Market Street, Suite 1400 Philadelphia, Pennsylvania 19103 Attn: Morton R. Branzburg Email: mbranzburg@klehr.com</p>

<sup>3</sup> For the avoidance of doubt, as provided in the Bidding Procedures Order, the applicable deadline to file a Sale Objection in accordance with the terms of the Bidding Procedures Order shall be August 11, 2023, at 5 p.m. (prevailing Eastern Time) solely with respect to the following parties: (i) Committee, (ii) DIP Lenders, (iii) Prepetition First Lien Lenders, (iv) Prepetition Second Lien Lenders, (v) Progrexion Stalking Horse Bidder, (vi) Lexington Law Stalking Horse Bidder, and (vii) CFPB. The deadline applicable to the U.S. Trustee and all other parties in interest shall be as listed above in this notice.

Co-Counsel to the Committee	Co-Counsel to the Committee
<p>Arent Fox Schiff LLP                      1301 Avenue of the Americas, 42nd Floor                      New York, New York 10019                      Attn: Andrew I. Silfen                      Beth M. Brownstein                      Email: andrew.silfen@afslaw.com                      beth.brownstein@afslaw.com</p> <p>Arent Fox Schiff LLP                      800 Boylston Street, 32nd Floor                      Boston, Massachusetts 02199                      Attn: Justin A. Kesselman                      Email: justin.kesselman@afslaw.com</p>	<p>Morris James LLP                      500 Delaware Avenue, Suite 1500                      Wilmington, Delaware 19801                      Attn: Eric J. Monzo                      Brya M. Keilson                      Jason S. Levin                      Email: emonzo@morrisjames.com                      bkeilson@morrisjames.com                      jlevin@morrisjames.com</p>
The United States Trustee	Co-Counsel to the PGX Stalking Horse Bidder
<p>Office of the United States Trustee                      for the District of Delaware                      844 King Street, Suite 2207, Lockbox 35,                      Wilmington, Delaware 19801                      Attn.: Jane M. Leamy                      jane.m.leafy@usdoj.gov</p>	<p>King &amp; Spalding LLP                      1185 Avenue of the Americas, 34th Floor                      New York, New York 10036                      Attn.: Roger Schwartz                      Michelle Muscara                      Email: rschwartz@kslaw.com                      mmuscara@kslaw.com</p> <p>King &amp; Spalding LLP                      110 N. Wacker Drive, Suite 3800                      Chicago, Illinois 60606                      Attn: Geoffrey M. King                      Email: gking@kslaw.com</p>
Co-Counsel to the PGX Stalking Horse Bidder	Counsel to the Lexington Law Stalking Horse Bidder
<p>Proskauer Rose LLP                      One International Place                      Boston, Massachusetts 02110-2600                      Attn.: Peter Antoszyk                      David M. Hillman                      Email: pantoszyk@proskauer.com                      dhillman@proskauer.com</p>	<p>Young Conway Stargatt &amp; Taylor, LLP                      Rodney Square                      1000 North King Street                      Wilmington, Delaware 19801                      Attn: Joseph M. Barry                      Lauren McCrery                      Joseph M. Mulvihill                      Joseph Barry                      Email: jbarry@ycst.com                      lmccrery@ycst.com                      jmulvihill@ycst.com</p>

**CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION**

**ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT.**

**PLEASE TAKE FURTHER NOTICE** that copies of the Sale Motion, Bidding Procedures, and Bidding Procedures Order, as well as all related exhibits, including the PGX Stalking Horse APA, is available: (a) free of charge upon request to Kurtzman Carson Consultants LLC (the notice and claims agent retained in these chapter 11 cases) by calling (888) 249-2721 (U.S./Canada) or (310) 751-2604 (International); (b) by visiting the website maintained in these chapter 11 cases at [www.kccllc.net/PGX](http://www.kccllc.net/PGX); or (c) for a fee via PACER by visiting <http://www.deb.uscourts.gov>.

**PLEASE TAKE FURTHER NOTICE** that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at [www.kccllc.net/PGX](http://www.kccllc.net/PGX).

*[Remainder of page intentionally left blank]*

Dated: August [\_\_\_\_], 2023  
Wilmington, Delaware

*/s/ Draft*

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**KLEHR HARRISON HARVEY  
BRANZBURG LLP**

Domenic E. Pacitti (DE Bar No. 3989)  
Michael W. Yurkewicz (DE Bar No. 4165)  
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-and-

Morton R. Branzburg (*pro hac vice* pending)  
1835 Market Street, Suite 1400  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 569-3007  
Facsimile: (215) 568-6603  
Email: mbranzburg@klehr.com

*Co-Counsel to the Debtors and Debtors in  
Possession*

**KIRKLAND & ELLIS LLP  
KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (*admitted pro hac vice*)  
601 Lexington Ave  
New York, New York 10022  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900  
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- and -

Spencer Winters (*admitted pro hac vice*)  
Whitney C. Fogelberg (*admitted pro hac vice*)  
Alison J. Wirtz (*admitted pro hac vice*)  
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Chicago, Illinois 60654  
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Email: spencer.winters@kirkland.com  
whitney.fogelberg@kirkland.com  
alison.wirtz@kirkland.com

*Co-Counsel to the Debtors and Debtors in  
Possession*

**EXHIBIT 5**

**Assumption and Assignment Notice**



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

In re:	)	
	)	Chapter 11
PGX HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-10718 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE TO CONTRACT PARTIES TO POTENTIALLY  
ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

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

**PLEASE TAKE NOTICE** that on August [●], 2023, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered the *Order (I)(A) Approving Bidding Procedures for Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Agreements and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling A Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. [●]] (the “Bidding Procedures Order”),<sup>2</sup> authorizing the Debtors<sup>3</sup> to conduct an auction (the “Auction”) to select the party to purchase the Debtors’ assets. The Auction will be governed by the bidding procedures approved pursuant to the Bidding Procedures Order (attached to the Bidding Procedures Order as Exhibit 2, the “Bidding Procedures”).

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580); Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213); eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progexion ASG, Inc. (5153); Progexion Holdings, Inc. (7123); Progexion IP, Inc. (5179); Progexion Marketing, Inc. (5073); and Progexion Teleservices, Inc. (5110). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Order or the Sale Motion, as applicable.

<sup>3</sup> This relief granted in the Bidding Procedures Order is solely limited to the Debtors.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtors may assume and assign to the Successful Bidder the contract or agreement listed on **Exhibit A** to which you are a counterparty, upon approval of the Sale. The Debtors have conducted a review of their books and records and have determined that the cure amount for unpaid monetary obligations under such Assigned Contracts is as set forth on **Exhibit A** attached hereto (the “Cure Amounts”).

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the proposed Cure Amounts, object to a proposed assignment to the Successful Bidder of any Assigned Contract, or object to the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Assigned Contract, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amounts, state the correct cure amount alleged to be owed to the objecting Contract Counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served and **actually received no later than [August 18, 2023, at 5:00 p.m. (prevailing Eastern Time)]** (the “**Contract Objection Deadline**”) by the Court and the following parties: (i) counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com) and Chris Ceresa (chris.ceresa@kirkland.com), and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Spencer Winters (spencer.winters@kirkland.com), Whitney C. Fogelberg (whitney.fogelberg@kirkland.com), and Alison J. Wirtz (alison.wirtz@kirkland.com); (ii) co-counsel to the Debtors, Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware 19801, Attn: Domenic E. Pacitti (dpacitti@klehr.com) and Michael W. Yurkewicz (myurkewicz@klehr.com), and Klehr Harrison Harvey Branzburg LLP, 1835 Market Street, Suite 1400, Philadelphia, Pennsylvania 19103, Attn: Morton R. Branzburg (mbranzburg@klehr.com); and (iii) the Debtors’ investment banker, Greenhill & Co., LLC, 1271 Avenue of the Americas, New York, New York 10020, Attn: Neil Augustine (ProjectPretzel@greenhill.com).

**PLEASE TAKE FURTHER NOTICE** that if no objection to (a) the Cure Amounts(s), (b) the proposed assignment and assumption of any Assigned Contract, or (c) adequate assurance of the Successful Bidder’s ability to perform is filed by the Contract Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Amounts as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the proposed Assigned Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale.

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

**PLEASE THAT FURTHER NOTICE** that, notwithstanding anything herein, the mere listing of any Assigned Contract on the Cure Notice does not require or guarantee that such Assigned Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Successful Bidder with respect to such Executory Contracts and/or Unexpired Leases are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each Assigned Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or the Successful Bidder, as applicable, to designate any Assigned Contract as either rejected or assumed on a post-closing basis.

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

**PLEASE TAKE FURTHER NOTICE** that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at [www.kccllc.net/PGX](http://www.kccllc.net/PGX).

*[Remainder of page intentionally left blank]*

Dated: August [\_\_\_\_], 2023

Wilmington, Delaware

*/s/ Draft*

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*Co-Counsel to the Debtors and Debtors in Possession*

**Exhibit A**

**Potentially Assumed Contracts<sup>1</sup>**

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<sup>1</sup> The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract. The Debtors reserve all rights with respect to assumption or rejection of any Contract included on this list.

**EXHIBIT B**

**Redline - Second Revised Proposed Order**

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

<hr/>		)	
In re:	)	Chapter 11	
	)		
PGX HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-10718 (CTG)	
	)		
Debtors.	)	(Jointly Administered)	
	)	<b>Re: Docket Nos. 66-68, 101, 1553,</b>	
<hr/>		<b>190, 192, 238-39, 250, 253</b>	

**ORDER (I)(A) APPROVING BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS; (B) AUTHORIZING THE DEBTORS TO ENTER INTO ONE OR MORE STALKING HORSE AGREEMENTS AND TO PROVIDE BIDDING PROTECTIONS THEREUNDER; (C) SCHEDULING AN AUCTION AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF; (D) APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES; AND (E) SCHEDULING A SALE HEARING AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF; (II)(A) APPROVING THE SALE OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES AND (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (III) GRANTING RELATED RELIEF**

*Upon the Motion of the Debtors for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Agreements and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and*

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580); Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213); eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progrexion ASG, Inc. (5153); Progrexion Holdings, Inc. (7123); Progrexion IP, Inc. (5179); Progrexion Marketing, Inc. (5073); and Progrexion Teleservices, Inc. (5110). The location of the Debtors' service address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

*Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 66] (the "Motion")<sup>2</sup> filed by the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"); the Court having reviewed the Motion, the First Day Declaration [Docket No. 12], the Augustine Declaration [Docket No. 67], and the Frejka Declaration [Docket No. 68], and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court on July ~~23~~31, 2023 to consider certain of the relief requested in the Motion (the "Bidding Procedures Hearing"); and after due deliberation, this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and their creditors, and the Debtors having demonstrated good, sufficient and sound business justifications for the relief granted herein;

**IT IS HEREBY FOUND AND DETERMINED THAT:**<sup>3</sup>

A. Jurisdiction and Venue. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.B.

<sup>2</sup> Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or in the Bidding Procedures, as applicable.

<sup>3</sup> The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent 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.



B. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, and 9006-1.C.

C. Sale Process. The Debtors and their advisors engaged pre-petition with a number of potential interested parties prior to the execution of the Stalking Horse Agreements to solicit and develop the highest and otherwise best offers for the Assets.

D. Bidding Procedures. The Debtors have articulated good and sufficient business reasons for the Court to approve the bidding procedures attached hereto as **Exhibit 1** (the “Bidding Procedures”). The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value of the proceeds of one or more sales (each, a “Sale Transaction”) of all or substantially all of the Debtors’ assets (the “Assets”). The Bidding Procedures were negotiated in good faith and at arm’s-length and are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in the Debtors’ Assets. The process for selecting the Progexion Stalking Horse Bidder and the Lexington Law Stalking Horse Bidder (each as defined below) as Stalking Horse Bidders (as defined below), respectively, was fair and appropriate under the circumstances and in the best interests of the Debtors’ estates. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c).

E. Designation of the Progexion Stalking Horse Bid. The Progexion Stalking Horse Bid, as defined in the Progexion APA,<sup>4</sup> represents the highest and otherwise best

<sup>4</sup> “Progexion APA” means that certain *Asset Purchase Agreement*, substantially in the form attached hereto as **Exhibit 2**, between and among (A) (i) PGX Holdings, Inc., a Delaware corporation, (ii) Progexion

offer the Debtors have received to date to purchase the Transferred Assets, as defined and set forth in the Progrexion APA. The Progrexion APA provides the Debtors with the opportunity to sell the Transferred Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process. Without the Progrexion Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the Transferred Assets. As such, the contributions of the Progrexion Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The Progrexion Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors' restructuring process and secure a fair and adequate Baseline Bid (as defined in the Bidding Procedures) for the Transferred Assets at the Auction(s) (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

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hereto as **Exhibit 2**, between and among (A) (i) PGX Holdings, Inc., a Delaware corporation, (ii) Progrexion Holdings, Inc., a Delaware corporation, (iii) Credit.com, Inc. a Delaware corporation, (iv) eFolks Holdings, Inc., a Delaware corporation, (v) Creditrepair.com Holdings, Inc., a Delaware corporation, (vi) Progrexion ASG, Inc., a Delaware corporation, (vii) Progrexion IP, Inc., a Delaware corporation, (viii) Progrexion Marketing, Inc., a Delaware corporation, (ix) Progrexion Teleservices, Inc., a Delaware corporation, (x) eFolks, LLC, a Delaware limited liability company, (xi) Creditrepair.com, Inc., a Florida corporation and (xii) Credit Repair UK, Inc., a Delaware corporation, (B) Lender AcquisitionCo LLC (together with each of its permitted successors, assigns and designees, the "Progrexion Stalking Horse Bidder"), (C) Purchaser HoldCo (solely for the purposes stated expressly in the Progrexion APA) and (D) Blue Torch Finance LLC, in its capacity as administrative agent under that certain First Lien Financing Agreement (signing solely for the purposes stated expressly in the Progrexion APA). The "First Lien Financing Agreement" means that certain First Lien Financing Agreement, dated as of July 21, 2021, among the Borrowers (as defined therein), the guarantors from time to time party thereto, the lenders party thereto from time to time (the "Prepetition First Lien Lenders"), and Blue Torch Finance LLC as administrative agent and collateral agent (the "Prepetition First Lien Agent") (as amended by that certain Amendment No. 1 to First Lien Financing Agreement, dated as of July 20, 2022, that certain Amendment No. 2 to First Lien Financing Agreement, dated as of December 28, 2022, that certain Amendment No. 3 to First Lien Financing Agreement, dated as of March 31, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified through the Petition Date, the "Prepetition First Lien Financing Agreement" and, together with all related loan documents, the "Prepetition First Lien Loan Documents").

F. Designation of the Progrexion Stalking Horse Bidder. The Progrexion Stalking Horse Bidder shall act as a “stalking horse bidder” pursuant to the Progrexion APA and the Progrexion Stalking Horse Bid shall be subject to higher or otherwise better offers in accordance with the Progrexion APA and the Bidding Procedures. Pursuit of the Progrexion Stalking Horse Bidder as a “stalking horse bidder” and the Progrexion APA as a “stalking horse purchase agreement” is in the best interests of the Debtors and the Debtors’ estates and their creditors, and it reflects a sound exercise of the Debtors’ business judgment.

G. The Progrexion Stalking Horse Bidder and its counsel and advisors have acted in “good faith” in connection with the Progrexion Stalking Horse Bidder’s negotiation of the Bidding Procedures and entry into the Progrexion APA.

H. Designation of the Lexington Law Stalking Horse Bid. The Lexington Law Stalking Horse Bid, as defined in the Lexington Law APA,<sup>5</sup> represents the highest and best offer the Debtors have received to date to purchase the Purchased Assets, as defined and set forth in the Lexington Law APA (the “Lexington Law Assets”). The Lexington Law APA provides the Debtors with the opportunity to sell the Lexington Law Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process. Without the Lexington Law Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the Lexington Law Assets. As such, the contributions of the Lexington Law Stalking Horse Bidder to the process have indisputably provided a substantial

<sup>5</sup> “Lexington Law APA” means that certain *Asset Purchase Agreement*, substantially in the form attached hereto as **Exhibit 3**, between and among (A) John C. Heath, Attorney At Law PC d/b/a Lexington Law Firm (the “Lexington Law Firm”) and (B) AcquisitionCo (together with each of its permitted successors, assigns and designees, the “Lexington Law Stalking Horse Bidder” and, together with the Progrexion Stalking Horse Bidder and any other “Additional Stalking Horse Bidder” as defined in Section II.B of the Bidding Procedures, collectively, the “Stalking Horse Bidders” and, each a “Stalking Horse Bidder”).

benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The Lexington Law Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors' restructuring process and secure a fair and adequate Baseline Bid for the Lexington Law Assets at the Auction(s) (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

I. Designation of the Lexington Law Stalking Horse Bidder. The Lexington Law Stalking Horse Bidder, or such other person or entity to which the Lexington Law APA is assigned, in whole or in part, pursuant to sections 11.03(a) or (b) thereof shall act as a "stalking horse bidder" pursuant to the Lexington Law APA and the Lexington Law Stalking Horse Bid shall be subject to higher or otherwise better offers in accordance with the Lexington Law APA and the Bidding Procedures. Pursuit of the Lexington Law Stalking Horse Bidder as a "stalking horse bidder" and the Lexington Law APA as a "stalking horse purchase agreement" is in the best interests of the Debtors and the Debtors' estates and their creditors, and it reflects a sound exercise of the Debtors' business judgment.

J. The Lexington Law Stalking Horse Bidder and its counsel and advisors have acted in "good faith" in connection with the Lexington Law Stalking Horse Bidder's negotiation of the Bidding Procedures and entry into the Lexington Law APA.

K. Sale Notice. The sale notice, the form of which is attached as **Exhibit 4** (the "Sale Notice"), is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale Hearing (as defined in the Bidding Procedures), the Bidding Procedures, the Sale Transaction(s), and all relevant and important dates and

objection deadlines with respect to the foregoing, and no other or further notice of the Sale Hearing, the Sale Transaction(s) or the Auction shall be required.

L. Assumption and Assignment Provisions. The Debtors have articulated good and sufficient business reasons for the Court to approve the assumption and assignment procedures set forth herein, in the Bidding Procedures and in the Stalking Horse Agreements (the “Assumption and Assignment Procedures”) and the assumption and assignment notice attached hereto as **Exhibit 5** (the “Assumption and Assignment Notice”), which are fair, reasonable, and appropriate. The Assumption and Assignment Procedures comply with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

M. Assumption and Assignment Notice. The Assumption and Assignment Notice, the form of which is attached hereto as **Exhibit 5**, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Assumption and Assignment Procedures, as well as any and all objection deadlines related thereto, and no other or further notice shall be required for the Motion and the procedures described therein, except as expressly required herein.

N. Notice. Notice of the Motion, the proposed Bidding Procedures, the proposed designation of the Progrexion Stalking Horse Bidder and the Lexington Law Stalking Horse Bidder, and the Bidding Procedures Hearing was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (iii) adequate and sufficient under the circumstances of the Debtors’ Chapter 11 Cases, such that no other or further notice need be provided except as set forth in the Bidding Procedures and the

Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest.

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

1. The Motion is GRANTED as set forth herein.

2. All objections to the relief granted in this order (the “Order”) that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.

**A. The Bidding Procedures**

3. The Bidding Procedures attached hereto as Exhibit 1 are hereby approved, are incorporated herein by reference, and shall govern the bids and proceedings related to the sale(s) of the Assets and the Auctions. The procedures and requirements set forth in the Bidding Procedures, including those associated with submitting a “Qualified Bid,” are fair, reasonable and appropriate, and are designed to maximize recoveries for the benefit of the Debtors’ estates, creditors, and other parties in interests. The Debtors are authorized to take all actions necessary or appropriate to implement the Bidding Procedures.

4. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Order shall not diminish or otherwise impair the effectiveness of such procedures, it being the Court’s intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Order.

5. Subject to this Order and the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right to (a) determine which bidders qualify as Qualified Bidders and which bids qualify as Qualified Bids, (b) make final determinations as to Auction

Packages (as defined in the Bidding Procedures), (c) select the Baseline Bid for each Auction Package; (d) determine the amount of each Minimum Overbid (as defined in the Bidding Procedures), (e) determine the Leading Bid (as defined in the Bidding Procedures) for each Auction Package; (f) determine which Qualified Bid is the Successful Bid and which Qualified Bid is the Backup Bid (each as defined in the Bidding Procedures) after the Successful Bid for an Auction Package; (g) reject any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of this Order or any other applicable order of the Court, the Bidding Procedures, the Bankruptcy Code or other applicable law, and/or (iii) contrary to the best interests of the Debtors and their estates; (h) schedule and conduct Sub-Auctions for each Auction Package that has at least one Qualified Bid; (i) cancel the Auction with respect to any or all of the Assets in accordance with the Bidding Procedures; and (j) adjourn or reschedule the Sale Hearing with respect to a Sale Transaction involving any or all of the Assets in accordance with the Bidding Procedures.

6. The Progrexion Stalking Horse Bidder is a Qualified Bidder and the bid reflected in the Progrexion Stalking Horse Bid (including as it may be increased at the Auction (if any)) is a Qualified Bid, as set forth in the Bidding Procedures.

7. The Lexington Law Stalking Horse Bidder is a Qualified Bidder (as defined in the Bidding Procedures) and the bid reflected in the Lexington Law Stalking Horse Bid (including as it may be increased at the Auction (if any)) is a Qualified Bid, as set forth in the Bidding Procedures.

8. Without prejudice to the rights of any Stalking Horse Bidder under the applicable Stalking Horse Agreement, the Debtors shall have the right to, in their reasonable business judgment, and in a manner consistent with their fiduciary duties and applicable law,

modify the Bidding Procedures, including to, among other things, (a) extend or waive deadlines or other terms and conditions set forth therein, (b) adopt new rules and procedures for conducting the bidding and Auction process, (c) if applicable, provide reasonable accommodations to a Stalking Horse Bidder, or (d) otherwise modify the Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets; provided, that such extensions, waivers, new rules and procedures, accommodations and modifications (i) do not conflict with and are not inconsistent with this Order, the Bidding Procedures, the DIP Orders, the Bankruptcy Code or any order of the Bankruptcy Court, (ii) are promptly communicated to each Qualified Bidder and (iii) are in form and substance acceptable to the DIP Lenders (as defined in the Bidding Procedures).

**B. The Progexion Stalking Horse Bid**

9. Lender AcquisitionCo LLC is approved as the Progexion Stalking Horse Bidder for the Transferred Assets pursuant to the terms of the Progexion APA.

10. The Debtors entry into the Progexion APA is authorized and approved, and the Progexion Stalking Horse Bid shall be subject to higher or better Qualified Bids, in accordance with the terms and procedures of the Progexion APA and the Bidding Procedures.

11. The Debtors are authorized to perform any obligations under the Progexion APA that are intended to be performed prior to the entry of the order approving the Sale Transaction.

**C. The Lexington Law Stalking Horse Bid**

12. AcquisitionCo is approved as the Lexington Law Stalking Horse Bidder for the Lexington Law Assets pursuant to the terms of the Lexington Law APA.



13. The Debtors entry into the Lexington Law APA is authorized and approved, and the Lexington Law Stalking Horse Bid shall be subject to higher or better Qualified Bids, in accordance with the terms and procedures of the Lexington Law APA and the Bidding Procedures.

14. The Debtors are authorized to perform any obligations under the Lexington Law APA that are intended to be performed prior to the entry of the order approving the Sale Transaction.

**D. Bid Deadline and Auction**

15. Any Prospective Bidder (as defined in the Bidding Procedures) that intends to participate in the Auction must submit in writing to the Bid Notice Parties (as defined in Section X.A of the Bidding Procedures) a Bid on or before **August 31, 2023 at 5 p.m. (prevailing Eastern Time)** (the “Bid Deadline”).

16. Subject to the terms of the Bidding Procedures, if the Debtors receive more than one Qualified Bid for an Asset, the Debtors shall conduct an Auction for such Asset. With respect to Assets for which the Debtors only receive one Qualified Bid, the Debtors, in their reasonable business judgment, may determine to consummate a Sale Transaction with the applicable Qualified Bidder (subject to Court approval).

17. The Auction, if required, will be conducted on **August 15, 2023, at 5 p.m. (prevailing Eastern Time)**, virtually through Zoom, after providing notice to the Sale Notice Parties (as defined in Section X.B of the Bidding Procedures). If held, the Auction proceedings shall be transcribed or video recorded.

18. Only a Qualified Bidder that has submitted a Qualified Bid shall be eligible to participate in the Auction, subject to any other limitations as the Debtors may reasonably impose

in accordance with the Bidding Procedures. Qualified Bidders participating in the Auction must appear virtually at the Auction or through a duly authorized representative. The Debtors may establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany each Qualified Bidder at the Auction. Notwithstanding the foregoing, the Auction shall be conducted openly, and all creditors shall be permitted to attend.

19. Each Qualified Bidder participating in the Auction shall confirm in writing on the record at the Auction that (a) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets and (b) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction constitutes a binding, good-faith and *bona fide* offer to purchase the Assets identified in such bids.

20. In the event the Debtors determine not to hold an Auction for some or all of the Assets, the Debtors shall file with the Court, serve on the Sale Notice Parties and cause to be published on the website maintained by Kurtzman Carson Consultants LLC located at [www.kccllc.net/PGX](http://www.kccllc.net/PGX) (the "Claims Agent Website"), a notice containing the following information (as applicable): (a) a description of the Assets available for sale in accordance with the Bidding Procedures, (b) the date, time and location of the Sale Hearing, (c) the Sale Objection Deadline and Post-Auction Objection Deadline (each as defined in Section X.D of the Bidding Procedures) and the procedures for filing such objections, and, if applicable, (d) a summary of the material terms of any Stalking Horse Agreement, including the terms and conditions of any "Expense Reimbursement" to be provided thereunder, as of the date of the Sale Notice.

21. By the **later of (a) August 9<sup>16</sup>, 2023 and (b) one day after the conclusion of the Auction**, the Debtors will file with the Court, serve on the Sale Notice Parties and cause to be published on the Claims Agent Website, a notice setting forth the results of the Auction (the “Notice of Auction Results”), which shall (i) identify each Successful Bidder and each Backup Bidder, (ii) include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bids, including any assumption and assignment of Contracts (as defined in the Bidding Procedures) contemplated thereby, and (iii) set forth the Post-Auction Objection Deadline, the date, time and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

**E. Credit Bidding**

22. Any bidder holding a perfected security interest in any of the Assets may seek to credit bid all, or a portion of, such bidder’s claims for its respective collateral in accordance with section 363(k) of the Bankruptcy Code (each such bid, a “Credit Bid”); *provided*, that such Credit Bid complies with the terms of the Bidding Procedures.

23. Pursuant to the terms and conditions of the DIP Loan Agreement (as defined in the DIP Motion), both the DIP Agent (acting at the direction of the Required DIP Lenders) and the Prepetition Agents (acting at the direction of the applicable required lenders) (each as defined in the DIP Motion), acting on behalf of the Progrexion Stalking Horse Bidder and/or the Lexington Law Stalking Horse Bidder (as applicable) are entitled, but not required, to credit bid up to the full amount of the Prepetition Secured Loan Obligations, Adequate Protection Obligations and/or the DIP Obligations (each as defined in the DIP Motion) (including the Roll-Up Amount (as defined in the DIP Motion)), as applicable, pursuant to

section 363(k) of the Bankruptcy Code without further challenges from the Debtors or any other party. Further, any credit bids by the Progexion Stalking Horse Bid and/or the Lexington Law Stalking Horse Bid shall both be deemed Credit Bids in compliance with the applicable requirements of the Bidding Procedures.

#### F. Sale Hearing and Objection Procedures

24. Consummation of any Sale Transaction pursuant to a Successful Bid shall be subject to Court approval. The Sale Hearing shall be held before the Court on **August 14<sup>th</sup>, 2023, at 5 p.m. (prevailing Eastern Time)**; *provided*, that the Debtors may seek an adjournment or rescheduling of the Sale Hearing, consistent with the Bidding Procedures and without prejudice to the rights of the Progexion Stalking Horse Bidder or Lexington Law Stalking Horse Bidder under the Progexion APA and Lexington Law APA, respectively.

25. All general objections to any Sale Transaction (each, a “Sale Objection”) shall be (i) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, (ii) be filed with the Court, and (iii) served on the Objection Notice Parties (as defined in Section X.D of the Bidding Procedures) by the applicable deadline as follows.

- Any Sale Objection from the (i) Committee, (ii) DIP Lenders, (iii) Prepetition First Lien Lenders, (iv) Prepetition Second Lien Lenders, (v) Progexion Stalking Horse Bidder, (vi) Lexington Law Stalking Horse Bidder, or (vii) the United States of America on behalf of the U.S. Consumer Financial Protection Bureau (the “CFPB”) shall be filed in accordance with the terms of this Order by no later than **August 31<sup>st</sup>, 2023, at 5 p.m. (prevailing Eastern Time)** (the “First Sale Objection Deadline”).
- Any Sale Objection from any party in interest not subject to the First Sale Objection Deadline shall be filed in accordance with the terms of this Order by no later than **August 18, 2023, at 5 p.m. (prevailing Eastern Time)** (the “General Sale Objection Deadline” and, together with the First Sale Objection Deadline, as applicable, the “Sale Objection Deadline”). For the avoidance of doubt, the U.S. Trustee shall be subject to the General Objection Deadline.

26. Following service of the Notice of Auction Results, parties may object to the conduct of the Auction and/or the particular terms of any proposed Sale Transaction in a Successful Bid, other than with respect to the Progrexion Stalking Horse Bid, the Lexington Law Stalking Horse Bid, or any other Stalking Horse Bid (each such objection, a “Post-Auction Objection”). Any Post-Auction Objection shall be (a) in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, (b) be filed with the Court, and (c) served on the Objection Notice Parties by no later than the later of (i) **August 9<sup>18</sup>, 2023, at 5 p.m. (prevailing Eastern Time)** and (ii) **three days prior to the Sale Hearing** (the “Post-Auction Objection Deadline”).

27. Any party who fails to file and serve a timely Sale Objection or Post-Auction Objection in accordance with the terms of this Order shall be forever barred from asserting, at the Sale Hearing or thereafter, any Sale Objection or Post-Auction Objection to the relief requested in the Motion, or to the consummation or performance of the applicable Sale Transaction(s), including the transfer of Assets to the applicable Successful Bidder free and clear of liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to “consent” to such sale for purposes of section 363(f) of the Bankruptcy Code.

#### **G. Notice of Sale Transaction**

28. The Sale Notice, substantially in the form attached hereto as **Exhibit 4**, is approved, and no other or further notice of the proposed sale of the Assets, the Auction, the Sale Hearing, the Sale Objection Deadline or the Post-Auction Objection Deadline shall be required if the Debtors serve and publish the Sale Notice in the manner provided in the Bidding Procedures and this Order.

29. Within ~~three~~two business days (or as soon as reasonably practicable thereafter) after the entry of this Order, the Debtors shall file with the Court, serve on the Sale Notice Parties and cause to be published on the Claims Agent Website, the Sale Notice.

30. Within four business days, or as soon reasonably practicable after the entry of this Order, the Debtors shall cause the information contained in the Sale Notice to be published once in *The New York Times* (national edition) (the “Publication Notice”).

31. The Publication Notice complies with the provisions of Bankruptcy Rule 9008 and is deemed sufficient and proper notice of the proposed sale of the Assets, the Auction, the Sale Hearing, the Sale Objection Deadline, and the Post-Auction Objection Deadline to any other interested parties whose identities are unknown to the Debtors.

#### **H. Assumption and Assignment Procedures**

32. The Assumption and Assignment Procedures are reasonable and appropriate under the circumstances, fair to all non-Debtor parties, comply in all respects with the Bankruptcy Code, Bankruptcy Rules and Local Rules, and are approved.

33. The Assumption and Assignment Notice, substantially in the form attached hereto as Exhibit 5, is approved, and no other or further notice of the Debtors’ proposed Cure Amounts (as defined below) with respect to Contracts listed on an Assumption and Assignment Notice is necessary or required.

34. ~~1.~~ Within three business days (or as soon as reasonably practicable thereafter) after the entry of this Order, the Debtors shall file with the Court, serve on the applicable Counterparties, (as defined in the Bidding Procedures) and cause to be published on the Claims Agent Website, the Assumption and Assignment Notice. In the event that the Debtors later identify any Counterparty which was not served with the Assumption and

Assignment Notice, the Debtors may subsequently serve such Counterparty with the Assumption and Assignment Notice substantially in the form attached hereto as the Assumption and Assignment Notice (each, a “Supplemental Assumption Notice”), and the Assumption and Assignment Procedures will nevertheless apply to such Counterparty; provided, that the Contract Objection Deadline (as defined below) with respect to such Counterparty listed on a Supplemental Assumption Notice shall be the later of the Contract Objection Deadline or fourteen (14) days following the date of service of a Supplemental Assumption Notice (each, a “Supplemental Contract Objection Deadline”). Each Supplemental Assumption Notice shall (i) identify the relevant Contract(s), (ii) set forth a good faith estimate of the Cure Amount(s), (iii) include a statement that assumption and assignment of each such Contract is not required nor guaranteed, and (iv) inform such Counterparty of the requirement to file any Contract Objection(s) by the Supplemental Contract Objection Deadline.

35. ~~34.~~ Any objection to the Debtors’ proposed Cure Amounts (as defined in the Stalking Horse Agreements) or assumption and assignment on any basis (each such objection, a “Contract Objection”) (except objections solely related to adequate assurance of future performance by a Successful Bidder other than a Stalking Horse Bidder) shall (a) be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, (b) be filed with the Court; and (c) served on the Objection Notice Parties by no later than the date that is **14 calendar days after service of the applicable Assumption and Assignment Notice** (the “Contract Objection Deadline”).

36. ~~35.~~ The Debtors and any objecting Counterparty shall first confer in good faith to attempt to resolve the Contract Objection without Court intervention. If the parties are unable to consensually resolve the Contract Objection prior to the commencement of the Sale

Hearing, the Court shall make all necessary determinations relating to the applicable Cure Amounts or assumption and assignment and the Contract Objection at a hearing scheduled pursuant to paragraph ~~39~~37 of this Order. If a Contract Objection is resolved in a manner that is not in the best interests of the Debtors and their estates, whether or not such resolution occurs prior to or after the closing of the applicable Sale Transaction, the Debtors may determine that any Contract subject to such resolved Contract Objection no longer will be assumed and assigned in connection with the applicable Sale Transaction (subject to the terms of the applicable Sale Transaction). All other objections to the Debtors' proposed assumption and assignment of the Debtors' right, title and interest in, to and under a Contract shall be heard at the Sale Hearing.

37. ~~36.~~ If a timely Contract Objection cannot otherwise be resolved by the parties, the Contract Objection may be heard at the Sale Hearing or, at the Debtors' option and with the consent of the applicable Successful Bidder, be adjourned to a subsequent hearing (each such Contract Objection, an "Adjourned Contract Objection"). An Adjourned Contract Objection may be resolved after the closing date of the applicable Sale Transaction. Upon resolution of an Adjourned Contract Objection and the payment of the applicable Cure Amount or resolution of the assumption and assignment issue, if any, the Contract that was the subject of such Adjourned Contract Objection shall be deemed assumed and assigned to the applicable Successful Bidder as of the closing date of the applicable Sale Transaction.

38. ~~37.~~ If a Counterparty fails to file with the Court and serve on the Objection Notice Parties a timely Contract Objection, the Counterparty forever shall be barred from asserting any objection with regard to the proposed assumption and assignment of such Contract and the cost to cure any defaults under the applicable Contract and shall be deemed to have consented to the assumption and assignment of the Contract in connection therewith. The Cure Amounts set



forth in the applicable Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the Contract and satisfy the requirements of section 365(b) of the Bankruptcy Code, and the Counterparty to the Contract shall be bound by and deemed to have consented to the Cure Amounts.

39. ~~38.~~ In accordance with the Bidding Procedures, Qualified Bids shall be accompanied by Adequate Assurance Information (as defined in the Bidding Procedures). The Debtors shall use commercially reasonable efforts to furnish all available Adequate Assurance Information to applicable Counterparties as soon as reasonably practicable following their receipt of such information.

40. ~~39.~~ Any objection to the proposed assumption and assignment of a Contract, other than with respect to a Stalking Horse Bidder, the subject of which objection is: (a) a Successful Bidder's (or any other relevant assignee's) proposed form of adequate assurance of future performance with respect to the Contract (each, such objection, an "Adequate Assurance Objection"), shall (a) be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, (b) be filed with the Court, and (c) served on the Objection Notice Parties by no later than the Post-Auction Objection Deadline.

41. ~~40.~~ The Debtors and any Counterparty that has filed an Adequate Assurance Objection shall first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, the Adequate Assurance Objection and all issues of adequate assurance of future performance of the applicable Successful Bidder shall be determined by the Court at the Sale Hearing.

42. ~~41.~~ If a Counterparty fails to file with the Court and serve on the Objection Notice Parties a timely Adequate Assurance Objection, the Counterparty shall be forever barred from asserting any objection to the assumption and/or assignment of a Contract with regard to adequate assurance of future performance. The applicable Successful Bidder (or any other relevant assignee) shall be deemed to have provided adequate assurance of future performance with respect to a Contract in accordance with sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code, notwithstanding anything to the contrary in the Contract or any other document.

43. ~~42.~~ Successful Bidders (including any Stalking Horse Bidder or Backup Bidder ultimately named a Successful Bidder) may, pursuant to the terms of an applicable asset purchase agreement executed with the Debtors (including any applicable Stalking Horse Agreement), designate (a) for assumption and assignment Contracts that were not originally included in the Assets to be acquired in connection with the applicable Successful Bid and (b) Contracts that previously were included among the Assets to be acquired in connection with the applicable Successful Bid as “excluded assets” that will not be assigned to or otherwise acquired by the Successful Bidder. The Debtors shall use commercially reasonable efforts to, as soon as reasonably practicable after the Debtors receive notice of any such designation, file with the Court, serve on the applicable Counterparties and cause to be published on the Claims Agent Website, a notice of such designation containing sufficient information to apprise Counterparties of the designation of their respective Contracts.

44. ~~43.~~ As soon as reasonably practicable after the closing of a Sale Transaction, the Debtors will file with the Court, serve on the applicable Counterparties and cause to be published on the Claims Agent Website, a notice containing the list of Contracts that

the Debtors assumed and assigned pursuant to any asset purchase agreement with a Successful Bidder.

45. ~~44.~~ The inclusion of a Contract or Cure Amounts with respect to any Contract on any Assumption and Assignment Notice or any Notice of Auction Results, shall not constitute or be deemed a determination or admission by the Debtors, any Successful Bidder or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code, and shall not be a guarantee that such Contract ultimately will be assumed or assigned. The Debtors reserve all of their rights, claims and causes of action with respect to each Contract listed on any Assumption and Assignment Notice.

#### **I. Other Related Relief**

46. ~~45.~~ In the ordinary course of business, the Lexington Law Firm maintain certain records relating to the clients of Lexington Law that are customary and appropriate for law firms of a similar nature to the Lexington Law Firm (the "Lexington Law Records"). It is anticipated that the Lexington Law Records will be transferred to the Successful Bidder for the Lexington Law Assets as part of the Sale Transaction. In connection with such Sale Transaction, the Lexington Law Records will be maintained and transferred in accordance with any and all applicable rules of professional conduct.

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

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

48. ~~47.~~ The Debtors are authorized to take all steps and pay all amounts necessary or appropriate to implement the relief granted in this Order.

49. ~~48.~~ This Order shall be binding on the Debtors and its successors and assigns, including any chapter 7 or chapter 11 trustee or other fiducially appointed for the estates of the Debtors.

50. ~~49.~~ Nothing in this Order and/or the Bidding Procedures, shall be deemed to waive any rights, remedies or defenses that any party (including the Debtors' Surety, Capitol Indemnity Corporation) has or may have under applicable bankruptcy and non-bankruptcy law, under any indemnity agreements, surety bonds or related agreements, or any rights, remedies, or defenses of the Debtors with respect thereto. Nothing in this Order shall be deemed to authorize or provide the Surety's consent to the substitution of any principal under any surety bond.

51. ~~50.~~ Notwithstanding anything to the contrary herein, nothing in this Order shall (a) have any effect on or otherwise limit or diminish the extent to which the Final DIP Order preserves the Challenge rights of the Committee or (b) be considered as a waiver of the right of the Committee or any other party in interest to object to, or seek to limit, the Credit Bid during the Challenge Period under section 363(k) of the Bankruptcy Code. Terms used in this paragraph 50 but not defined herein shall have the respective meanings ascribed to such terms as in the Final DIP Order.

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

53. ~~52.~~ To the extent any provisions of this Order are inconsistent with the Motion, the terms of this Order shall control. To the extent any provisions of this Order are inconsistent with the Bidding Procedures, the terms of this Order shall control.

54. ~~53.~~ Notwithstanding the applicability of any of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014 or any other provisions of the Bankruptcy Rules or the Local Rules stating the contrary, the terms and provisions of this Order shall be immediately effective and enforceable upon its entry, and any applicable stay of the effectiveness and enforceability of this Order is hereby waived.

55. ~~54.~~ The Debtors are authorized to make non-substantive changes to the Bidding Procedures, the Assumption and Assignment Procedures, and any related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors.

56. ~~55.~~ This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

**EXHIBIT 1**

**Bidding Procedures**

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

	)	
In re:	)	Chapter 11
	)	
PGX HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-10718 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	

**BIDDING PROCEDURES**

The debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (collectively, the “Chapter 11 Cases”) will use the procedures set forth herein (the “Bidding Procedures”) in connection with a sale or disposition of all or substantially all of the Debtors’ assets (the “Assets”) in one or more sale transactions (each, a “Sale Transaction”).

On June 6, 2023, the Debtors filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) the *Motion of the Debtors for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of All or Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Agreements and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 66] (the “Motion”). By the Motion, the Debtors sought, among other things, entry of an order approving Bidding Procedures<sup>2</sup> for soliciting bids for, conducting an auction (the “Auction”) of, and consummating one or more Sale Transactions of, the Assets, as further described herein.

On ~~July~~August [21~~st~~st], 2023, the Court entered an *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (II) Authorizing the Debtors to Enter into One or More Stalking Horse Agreements and to Provide Bidding Protections*

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580); Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213); eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progrexion ASG, Inc. (5153); Progrexion Holdings, Inc. (7123); Progrexion IP, Inc. (5179); Progrexion Marketing, Inc. (5073); and Progrexion Teleservices, Inc. (5110). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

<sup>2</sup> All capitalized terms not herein defined shall have the meanings ascribed to them in the Motion and/or the Bidding Procedures Order (as defined below), as applicable.

*Thereunder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (VI) Granting Related Relief [Docket No. [●]] (the “Bidding Procedures Order”).*

## **I. ASSETS FOR SALE**

The sale of the Assets shall be subject to a competitive bidding process as set forth herein and approval by the Court pursuant to sections 105, 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1, 6004-1 and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

Subject to the remaining terms of these Bidding Procedures, a Prospective Bidder (as defined in Section IV below) may bid on the Assets (i) in individual lots (by brand and/or by division or any other combination), (ii) as a collective whole, or (iii) in any combination.

The ability to undertake and consummate any sale of the Assets shall be subject to competitive bidding as set forth herein and approval by the Court. In addition to any Stalking Horse Bid, and as set forth herein, the Debtors will consider bids for any or all of the Assets in a single bid from a single bidder or in multiple bids from multiple bidders. Any bid for an individual Asset, even if such bid is the highest or otherwise best bid for such individual Asset, is subject to higher or otherwise better bids (including any Credit Bid (as defined in Section VI.A.3 below)) on packages of Assets that include the individual Asset. Additionally, any bid on all of the Assets is subject to bids on individual Assets or packages of Assets (including Credit Bids) that are, in the aggregate, higher or otherwise better bids. Any party interested in submitting a bid for any of the Debtors’ Assets should contact Greenhill & Co., LLC, ProjectPretzel@greenhill.com Attn: Neil Augustine.

## **II. STALKING HORSE PROCEDURES**

### **A. The Stalking Horse Bidders**

On ~~July~~August [21~~st~~st], 2023, the Debtors entered into:

- an asset purchase agreement with Lender AcquisitionCo LLC (together with each of its permitted successors, assigns and designees) (the “Progrexion Stalking Horse Bidder” and such asset purchase agreement, the “Progrexion APA”), whereby the Progrexion Stalking Horse Bidder will serve as the stalking horse bidder for the Transferred Assets (as defined in the Progrexion APA); and
- an asset purchase agreement with AcquisitionCo (together with each of his permitted successors, assigns and designees) (the “Lexington Law Stalking Horse Bidder” and such asset purchase agreement, the “Lexington Law APA”), whereby the Lexington Law Stalking Horse Bidder will serve as the stalking horse bidder for the Lexington Law Assets (as defined in the Lexington Law APA).



Pursuant to the Bidding Procedures Order, the Debtors obtained approval of:

- the Progrexion APA, as a Stalking Horse Bid for the Transferred Assets (the “Progrexion Stalking Horse Bid”); and
- the Lexington Law APA, as a Stalking Horse Bid for the Lexington Law Assets (the “Lexington Law Stalking Horse Bid”).

## **B. Designating Additional Stalking Horse Bidders**

The Debtors may, as they deem necessary or appropriate and in accordance with the terms of the Bidding Procedures Order, these Bidding Procedures and the DIP Orders (as defined in the DIP Motion (as defined below)), enter into one or more additional agreements (each, an “Additional Stalking Horse APA” and, together with the Progrexion APA and the Lexington Law APA, the “Stalking Horse Agreements” and each a “Stalking Horse Agreement”) with one or more other bidders that the Debtors designate to serve as a stalking horse bidder (each, an “Additional Stalking Horse Bidder” and, together with the Progrexion Stalking Horse Bidder and the Lexington Law Stalking Horse Bidder, the “Stalking Horse Bidders” and each a “Stalking Horse Bidder”) for Assets other than those Assets subject to the Stalking Horse Agreements set forth in Section II.A above. Recognizing an Additional Stalking Horse Bidder’s expenditure of time, energy and resources, the Debtors may determine to provide certain bidding protections to any designated Additional Stalking Horse Bidder, including a “break-up” fee and/or an expense reimbursement, in each case, in accordance with the terms of the Bidding Procedures Order and the applicable Additional Stalking Horse APA. Any Additional Stalking Horse Bidder designated by the Debtors in accordance with these Bidding Procedures will be so designated by no later than **the later of (A) July 27, 2023 and (B) seven calendar days prior to the Bid Deadline.**

### **1. Additional Stalking Horse Notice**

Within two (2) days after executing an Additional Stalking Horse APA, the Debtors will file with the Court, serve on the Sale Notice Parties (as defined in Section X.B below) and cause to be published on the website maintained by Kurtzman Carson Consultants LLC, the Debtors’ claims and noticing agent in these Chapter 11 Cases, located at [www.kccllc.net/PGX](http://www.kccllc.net/PGX) (the “Claims Agent Website”), a notice (each such notice, an “Additional Stalking Horse Notice”) setting forth the material terms of the proposed Additional Stalking Horse APA, including:

- a. The identity of the Additional Stalking Horse Bidder, the Assets that are subject to the Additional Stalking Horse Bid, and the purchase price payable for the applicable Assets; and
- b. The terms and conditions of any “break-up” fee and/or expense reimbursement to be provided thereunder.

**2. Additional Stalking Horse Hearing**

No hearing shall be necessary for the Debtors to designate an Additional Stalking Horse Bidder unless the Debtors, the DIP Lenders, and the Consultation parties cannot agree regarding the designation of or bidding protections for an Additional Stalking Horse Bidder. In such case, the Debtor may file a motion to designate an Additional Stalking Horse Bidder (each, an “Additional Stalking Horse Motion”) with the Court upon fourteen (14) days’ notice to all Consultation Parties. The Debtors will request that the Court schedule a hearing (each, an “Additional Stalking Horse Hearing”), in each case, to be held within five (5) business days, or as soon as reasonably practicable, after service of the applicable Additional Stalking Horse Motion, to consider approval of the applicable Additional Stalking Horse APA and the provision of bidding protections thereunder.

**3. Additional Stalking Horse Bidding Protection Objections**

Any objection to the provision of a “break-up” fee and/or expense reimbursement offered to an Additional Stalking Horse Bidder in accordance with this Section II.B.3 (each such objection, a “Bidding Protection Objection”) must (a) be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; and (b) be filed with the Court and served on the applicable Objection Notice Parties (as defined in Section X.D below) within three (3) calendar days after service of the applicable Additional Stalking Horse Notice. If the parties are unable to consensually resolve a Bidding Protection Objection, such Bidding Protection Objection will be heard and resolved by the Court at the applicable Additional Stalking Horse Hearing. If no timely Bidding Protection Objection is filed and served in accordance with these Bidding Procedures, the Debtors may seek permission from the Court to file, upon certification of counsel and the consent of the United States Trustee for the District of Delaware (the “U.S. Trustee”) and the Consultation Parties (as defined in Section XI below), a proposed order authorizing and approving the Debtors’ entry into the applicable Additional Stalking Horse APA and the provision of a “break-up” fee and/or expense reimbursement thereunder in lieu of holding an Additional Stalking Horse Hearing.

**III. KEY DATES AND DEADLINES**

<b>SALE PROCESS KEY DATES AND DEADLINES</b>	
<i>(all times are prevailing Eastern Time)</i>	
<b>ThreeTwo business days (or as soon reasonably practicable thereafter) after the entry of the Bidding Procedures Order</b>	Deadline for Debtors to file and serve the Sale <del>Notice and the Assumption and Assignment</del> Notice
<b><u>Three business days (or as soon reasonably practicable thereafter) after the entry of the Bidding Procedures Order</u></b>	<u>Deadline for Debtors to file and serve the Assumption and Assignment Notice</u>
<b>Four business days (or as soon reasonably practicable thereafter) after</b>	Deadline for the Debtors to publish the

the entry of the Bidding Procedures Order	Publication Notice
The later of (i) July 27, 2023 and (ii) seven days prior to the Bid Deadline	Deadline to designate Additional Stalking Horse Bidders
August <del>3</del> <u>11</u> , 2023, at 5 p.m. ( <del>prevailing Eastern Time</del> <u>No later than 68 days after the Petition Date</u> )	<del>Sale-Objection</del> <u>Bid</u> Deadline
August <del>3</del> <u>11</u> , 2023, at 5 p.m. ( <del>prevailing Eastern Time</del> <u>(No later than 60 days after the Petition Date)</u> )	<del>Bid</del> <u>First Sale Objection</u> Deadline <sup>3</sup>
August <del>7</del> <u>14</u> , 2023, at 5 p.m. ( <del>prevailing Eastern Time</del> <u>(or as reasonably in advance of practicable before the Auction as is practicable)</u> )	Deadline for Debtors to Notify Bidders of Status as Qualified Bidders
August <del>8</del> <u>15</u> , 2023, at 5 p.m. ( <del>prevailing Eastern Time</del> <u>(No later than 65</u> <del>72</del> <u> days after the Petition Date)</u> )	Auction (if any)
The later of (i) August <del>9</del> <u>16</u> , 2023, at 5 p.m. ( <del>prevailing Eastern Time</del> ) and (ii) one day after the conclusion of the Auction	Deadline for Debtors to file Notice of Auction Results
The later of (i) August <del>9</del> <u>18</u> , 2023, at 5 p.m. ( <del>prevailing Eastern Time</del> ) and (ii) three days prior to the Sale Hearing	Post-Auction Objection Deadline
August <del>1</del> <u>18</u> , 2023, <del>a</del> at 5 p.m. ( <del>prevailing Eastern Time</del> )	<u>General Sale <del>Hearing</del> Objection Deadline applicable to the U.S. Trustee and all parties in interest not subject to the First Sale Objection Deadline</u>
<u>August 22, 2023, at 5 p.m.</u>	<u>Reply Deadline in Support of Proposed Sale(s)</u>
<u>August 25, 2023, at 10 a.m.</u>	<u>Sale Hearing</u>

<sup>3</sup> For the avoidance of doubt, the First Sale Objection Deadline is applicable solely with respect to the following parties: the (i) Committee, (ii) DIP Lenders, (iii) Prepetition First Lien Lenders, (iv) Prepetition Second Lien Lenders, (v) Progrexion Stalking Horse Bidder, (vi) Lexington Law Stalking Horse Bidder, and (vii) CFPB.

<b>August 13<del>25</del>, 2023 (No later than 70<del>82</del> days after the Petition Date)</b>	Deadline for Court to enter Sale Order
<b>September 17, 2023 (No later than 105 days after the Petition Date)</b>	Deadline to consummate approved Sale Transactions

#### IV. DUE DILIGENCE

The Debtors have posted copies of all material documents related to the Assets to the Debtors' confidential electronic data room (the "Data Room"). Each person or entity (other than the Stalking Horse Bidders identified in Section II.A above) that desires to participate in the Auction process (each, a "Prospective Bidder") and seeks access to the Data Room must first deliver to each of the Bid Notice Parties (as defined in Section X.A below) the following:

- A. An executed confidentiality agreement, in form and substance satisfactory to the Debtors and containing terms no more favorable to the Prospective Bidder than those contained in any confidentiality agreement executed by the Stalking Horse Bidder identified in Section II.A above (unless such party is already a party to an existing confidentiality agreement with the Debtors that is acceptable to the Debtors for this due diligence process, in which case such agreement shall govern); and
- B. Sufficient information, as reasonably determined by the Debtors, to allow the Debtors to determine that the interested party intends to access the Data Room for a purpose consistent with these Bidding Procedures.
- C. With respect to Prospective Bidders that desire to participate in an Auction (if any) that includes the Lexington Law Assets, sufficient information, as reasonably determined by the Debtors, to allow the Debtors to determine that the interested party's ownership and/or profit-sharing arrangements would comply with applicable rules of professional conduct and/or other applicable laws or regulations if such interested party were to in fact acquire the Lexington Law Assets.

The Debtors shall grant all Stalking Horse Bidders identified in Section II.A above and, upon execution of a valid confidentiality agreement and up to and including the Bid Deadline, any Prospective Bidder, access to the Data Room or additional information allowing such Prospective Bidder to conduct due diligence on the potential acquisition of some or all of the Assets. Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets (a) to any person or entity who (i) is not a Prospective Bidder, (ii) does not comply with the participation requirements set forth above, or (iii) in the case of competitively sensitive information, is a competitor of the Debtors and (b) if and to the extent doing so would (1) violate any law to which the Debtors are subject, including any privacy law, (2) result in the disclosure of any trade secrets of third parties in breach of any contract with such third party, (3) violate any legally-binding obligation of any Debtor with respect to confidentiality, non-disclosure or privacy or (4) jeopardize protections afforded to any Debtor under the attorney-client privilege or the attorney work product doctrine (provided that, in case of

each of clauses (1) through (4), the Debtors shall use commercially reasonable efforts to (x) provide such access as can be provided (or otherwise convey such information regarding the applicable matter as can be conveyed) without violating such privilege, doctrine, contract, obligation or law and (y) provide such information in a manner without violating such privilege, doctrine, contract, obligation or law). Notwithstanding the foregoing, the Debtors reserve the right, in their discretion, to withhold or limit access to any information that the Debtors determine to be sensitive or otherwise not appropriate to disclose to any Prospective Bidder. The Debtors shall provide the Stalking Horse Bidders identified in Section II.A above with any information provided to a Prospective Bidder that has not already been provided to the Stalking Horse Bidders.

The Debtors may terminate access to the Data Room and any other non-public information in their reasonable discretion at any time, including if (a) a Prospective Bidder fails to become a Qualified Bidder (as defined below) or (b) these Bidding Procedures are terminated. The Prospective Bidder shall return or destroy any non-public information the Debtors or their advisors provided to the Prospective Bidder in accordance with the terms of the confidentiality agreement executed by the Debtors and the Prospective Bidder.

The Debtors will work to accommodate all reasonable requests from the Stalking Horse Bidders and any Prospective Bidders for additional information and due diligence access. Each Prospective Bidder shall be required to acknowledge that it has had an opportunity to conduct any and all due diligence regarding the Assets in conjunction with submitting its Bid (as defined below). All due diligence requests shall be directed to Greenhill & Co., LLC, ProjectPretzel@greenhill.com Attn: Neil Augustine.

## V. BID DEADLINE

Any Prospective Bidder that intends to participate in the Auction must submit in writing to the Bid Notice Parties a bid (a “Bid”) on or before **August 31, 2023, at 5 p.m. (prevailing Eastern Time)** (the “Bid Deadline”).

The Debtors may, in their reasonable judgment, and in consultation with the Consultation Parties, extend the Bid Deadline for all or certain Prospective Bidders (provided that the Bid Deadline for Assets subject to a Stalking Horse Bid shall not be extended beyond 55 days after the Petition Date without the consent of the applicable Stalking Horse Bidder for such Assets).

## VI. BID REQUIREMENTS

### A. Qualified Bid Requirements

To qualify as a “**Qualified Bid**,” a Bid must be in writing and determined by the Debtors to satisfy the following requirements:

1. Identification of Bidder. A Qualified Bid must fully disclose the following: (a) the legal identity of each person or entity bidding for the applicable Assets and/or otherwise sponsoring, financing (including through the issuance of debt in connection with such Bid) or participating in (including through license or similar arrangement with respect to the

Assets to be acquired in connection with such Bid) the Auction in connection with such Bid and the complete terms of any such participation; (b) any past or present connections or agreements with the Debtors or their non-Debtor affiliates, any Stalking Horse Bidder(s), any other known Prospective Bidder or Qualified Bidder, the Prepetition First Lien Lenders (as defined in the Bidding Procedures Order) or any officer or director of any of the foregoing (including any current or former officer or director of the Debtors or their non-Debtor affiliates) and (c) with respect to any Bid that includes the Lexington Law Assets, the legal identity of each person that holds, as of the date the Bid is being submitted, any equitable interest whatsoever in the Prospective Bidder (including, without limitation, any capital stock, convertible securities, options, warrants or similar instruments), and the status of each such person as a “lawyer” (as such term is defined in any applicable rules of professional conduct).

2. Purchased Assets. A Qualified Bid must identify the following:
  - a. the Assets to be purchased (including any then-known executory contracts and unexpired leases (collectively, the “Contracts”)) such Prospective Bidder wishes to bid on. For the avoidance of doubt, a Bid may be a bid on the Assets in either (i) individual lots (by brand and/or by division or any other combination), (ii) as a collective whole, or (iii) in any combination;
  - b. the liabilities (including applicable Cure Amounts (as defined in the Stalking Horse Agreements)), if any, to be assumed by the Prospective Bidder in the Sale Transaction, including any debt to be assumed; and
  - c. if a Bid is for more than one Asset, an allocation of the purchase price across the individual Assets.

3. Form of Consideration.

- a. Credit Bidding. A Stalking Horse Bidder or Prospective Bidder holding a perfected security interest in any of the Assets may seek to credit bid all or a portion of the Stalking Horse Bidder’s or the Prospective Bidder’s claims for the collateral in which it holds a perfected security interest (each such Bid, a “Credit Bid”) in accordance with section 363(k) of the Bankruptcy Code. A Credit Bid may be applied only with respect to those Assets in which the party submitting such Credit Bid holds a perfected security interest.

For the avoidance of doubt, (i) Blue Torch Finance LLC, as administrative agent and collateral agent (in such capacities, the “Prepetition First Lien Agent”), on behalf of the Prepetition First

Lien Lenders, (ii) the Prepetition First Lien Lenders, (iii) Lender AcquisitionCo LLC, (iii) the DIP Agent, on behalf of the DIP Lenders (each as defined in the DIP Motion<sup>4</sup>) or (iv) the DIP Lenders, as applicable, will be deemed to be a Qualified Bidder, for all purposes and requirements pursuant to these Bidding Procedures, notwithstanding the requirements that a Prospective Bidder must satisfy to be a Qualified Bidder, and any Bid submitted by any party identified in this paragraph will be deemed to be a Qualified Bid, for all purposes and requirements pursuant to these Bidding Procedures, notwithstanding the requirements that a Bid must satisfy to be a Qualified Bid, including the requirements, among others, that each Bid must be irrevocable and to deliver a confidentiality agreement and post a Good Faith Deposit (as defined herein).

- b. Form of Consideration and Allocation. A Bid must specify whether the Bid is an all cash offer (including confirmation that the cash component is in U.S. Dollars) or consists of certain non-cash components, such as a credit bid, assumption of liabilities, or other forms of consideration (and including a detailed analysis of the value of any non-cash component of the Bid) as well as the allocation of the purchase price among the Assets to be acquired and the liabilities to be assumed. Subject to Section VI.A.4 below, to be a Qualified Bid, a Bid (whether on an individual Asset, a package of Assets or all Assets) must include sufficient cash consideration to pay any applicable termination payment, expense reimbursement, or similar payment payable to any Stalking Horse Bidder under the terms of any Stalking Horse Agreement applicable to one or more of the Assets for which the Bid is submitted.

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<sup>4</sup> “DIP Motion” means the *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 17].

4. Minimum Bid for Stalking Horse Assets. Each Bid submitted in connection with Assets that are the subject of a particular Stalking Horse Bid (any such Assets, the “Stalking Horse Assets”) must either (a) (i) be a Bid for all of the particular Stalking Horse Assets that are the subject of a particular Stalking Horse Bid, (ii) include cash consideration of not less than the sum of the purchase price set forth in the applicable Stalking Horse Agreement (excluding, for the avoidance of doubt, any “Assumed Liabilities” to be assumed by the Stalking Horse Bidder pursuant to the applicable Stalking Horse Bid Agreement) *plus* (A) all “Obligations” outstanding under the DIP Documents (as defined in the DIP Motion) which are not included in the purchase price set forth in the applicable Stalking Horse Agreement, *plus* (B) the any applicable termination payment and/or expense reimbursement, *plus* (C) an Initial Bid Increment (as defined below), and (iii) assume the Assumed Liabilities (as defined in the applicable Stalking Horse Agreement) or (b) propose an alternative transaction that, in the Debtors’ business judgment, provides higher value or better terms than the applicable Stalking Horse Bid, including by exceeding the purchase price of such Stalking Horse Bid *plus* any applicable termination payment and/or expense reimbursement *plus* any applicable Initial Bid Increment, and after taking into account, among other things, in light of all the Bids submitted for the Assets or any combination of Assets, whether there is sufficient cash to pay (x) any applicable termination payment and/or expense reimbursement, (y) any amounts necessary to fund a wind-down of the Debtors estate and, if determined by the Debtors to be in the best interests of the Debtors’ estates, confirmation and administration of a liquidating plan, in an amount not to exceed the Wind Down Amount (as defined in the Progexion APA), (z) and any DIP financing amount (the “DIP Financing Amount”), in each case, as applicable. For the avoidance of doubt, as to clause (b) in this Section VI.A.4, the Debtors may evaluate each Bid in light of each of the factors set forth therein, but a Bid is not required to meet each factor in order to be determined a Qualified Bid.

The Debtors may consider a Bid for a portion of any applicable Stalking Horse Assets (each such bid, a “Partial Bid”) if (a) the Debtors receive one or more other Partial Bids for the remaining applicable Stalking Horse Assets such that, when taken together, and after considering the risks associated with consummating several individual Bids, the Partial Bids collectively constitute a higher or otherwise better bid than the applicable Stalking Horse Bid (taking into account any applicable termination payment, expense reimbursement, and the Initial Bid Increment) or (b) the Partial Bid proposes a purchase price for the applicable Stalking Horse Assets that, when taken together with the liquidation or alternative sale value of the remaining applicable Stalking Horse Assets, as determined by the Debtors in good faith with the advice of their legal and financial advisors, exceeds the purchase price in the Stalking Horse Bid *plus* any applicable termination payment and/or expense reimbursement *plus* any



applicable Initial Bid Increment, and after taking into account, among other things, in light of all the Bids submitted for the Assets or any combination of Assets, whether there is sufficient cash to pay (x) any applicable termination payment and/or expense reimbursement, (y) the Wind-Down Amount, (z) and the DIP Financing Amount, in each case, as applicable. For the avoidance of doubt, notwithstanding the foregoing, in evaluating any Partial Bid, the Debtors may also consider the factors set forth in Section IV.B.

If the value of a competing Qualified Bid (whether such Qualified Bid is for all of the applicable Stalking Horse Assets or is a Partial Bid) relative to the Stalking Horse Bid includes additional non-cash components (such as fewer contingencies than are in the applicable Stalking Horse Agreement), the bidder should include an analysis or description of the value of any such additional non-cash components, including any supporting documentation, to assist the Debtors in better evaluating the competing Qualified Bid.

“Initial Bid Increment” shall mean (a) with respect to the Progrexion Stalking Horse Bid, \$1 million and (b) with respect to the Lexington Law Stalking Horse Bid, \$250,000.

5. Proposed Asset Purchase Agreement and Sale Order: A Qualified Bid must constitute a *binding and irrevocable* offer and be in the form of an asset purchase agreement reflecting the terms and conditions of the Bid (each, a “Proposed Asset Purchase Agreement”). A Proposed Asset Purchase Agreement shall (a) be duly authorized and executed, (b) be based on, and marked against, (i) in the case of Assets subject to a Stalking Horse Agreement, the applicable Stalking Horse Agreement, and (ii) in the case of Assets not subject to a Stalking Horse Agreement, a form asset purchase agreement provided by the Debtors to Prospective Bidders to reflect the proposed Sale Transaction and to show any other proposed modifications to the form purchase agreement, (c) specify the proposed purchase price for the applicable Assets, and (d) identify any then-known Contracts proposed for or that may be proposed for assumption and assignment in connection with the proposed Sale Transaction. A Qualified Bid must also contain a sale order based on, and marked against, the applicable Sale Order(s) (as defined below) (which Sale Orders are to be filed by the Debtors no later than five (5) days prior to the Bidding Procedures Hearing) for the applicable assets to reflect the proposed Sale Transaction and to show any other proposed modifications to the applicable Sale Order(s).
6. Financial Information. A Qualified Bid must include the following:
  - a. a statement that the Prospective Bidder is financially capable of timely consummating the Sale Transaction contemplated by the Prospective Bidder’s Proposed Asset Purchase Agreement;
  - b. sufficient evidence, as reasonably determined by the Debtors (in consultation with the Consultation Parties), to determine that the Prospective Bidder has, or can obtain, the financial wherewithal to timely consummate the Sale Transaction contemplated by the Prospective Bidder’s Proposed Asset Purchase Agreement; and
  - c. Adequate Assurance Information (as defined in Section VI.A.8 below) with respect to any Contracts included or that may be included in the Prospective Bidder’s Bid.
7. Good Faith Deposit. Each Qualified Bid must be accompanied by a good faith deposit (each, a “Good Faith Deposit”) in the form of cash (or other form acceptable to the Debtors in their sole discretion) in an amount equal to ten percent (10%) of the proposed purchase price for the applicable Assets (inclusive of any amount thereof comprising any applicable Credit Bid consideration); *provided*, that no Good Faith Deposit shall be required for any Qualified Bid from any Stalking Horse Bidder or any Qualified Bid that solely contains Credit Bid consideration.

Good Faith Deposits shall be deposited into a trust account maintained on behalf of the Debtors (and to be designated by Debtors) and handled in

accordance with Section VII.E of these Bidding Procedures. To the extent a Qualified Bidder increases the purchase price before, during, or after the Auction, the Debtors reserve the right to require that such Qualified Bidder adjust its Good Faith Deposit so that it equals ten percent (10%) of the increased purchase price. The Debtors reserve the right to increase or decrease the Good Faith Deposit for one or more Qualified Bidders in their sole discretion except with respect to any Qualified Bid from any Stalking Horse Bidder or any Qualified Bid that solely contains Credit Bid consideration as set forth above; *provided*, the Debtors may not decrease or waive any Good Faith Deposit without consulting with the Consultation Parties.

8. Adequate Assurance. A Qualified Bid must include evidence of the Prospective Bidder's (or any other relevant assignee's) ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such Prospective Bidder's (or any other relevant assignee's) ability to perform future obligations arising under any Contracts included in its Bid. The Debtors may require the following information in connection with demonstrating adequate assurance of future performance: information evidencing the Prospective Bidder's (or any other relevant assignee's) financial wherewithal and willingness to perform under any Contracts included in the Bid, which information may include (i) a corporate organizational chart or similar disclosure identifying corporate ownership and control, (ii) financial statements, (iii) tax returns, (iv) annual reports and (v) with respect to Qualified Bid's including a Bid on the Lexington Law Assets, certificate(s) of good standing and/or other written certification evidencing the Prospective Bidder's (and the Prospective Bidder's interest holders') qualification(s) as a lawyer (the information described in this Section VI.A.8, the "Adequate Assurance Information"). All Adequate Assurance Information must be in a form that will permit its immediate dissemination to the applicable Counterparties (as defined below).
9. Representations and Warranties. A Qualified Bid must include the following representations and warranties:
  - a. a statement that the Prospective Bidder has had an opportunity to conduct any and all due diligence regarding the Debtors' businesses and the applicable Assets prior to submitting its bid;
  - b. a statement that the Prospective Bidder has relied solely upon its own independent review, investigation and/or inspection of any relevant documents and the Assets in making its bid and did not rely on any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtors' businesses or

the applicable Assets or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in a Stalking Horse Agreement;

- c. a statement that all proof of financial ability to consummate the applicable Sale Transaction in a timely manner and all information provided to support adequate assurance of future performance is true and correct; and
  - d. a statement that the Prospective Bidder agrees to be bound by the terms of the Bidding Procedures.
10. Authorization. A Qualified Bid must (a) include evidence of authorization and approval from the Prospective Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of any bid for the Assets, participation in the Auction and closing of the Sale Transaction contemplated by the Prospective Bidder's Proposed Asset Purchase Agreement or (b) if the Prospective Bidder is an entity formed for the purpose of effecting the proposed Sale Transaction, a Qualified Bid must provide written evidence acceptable to the Debtors of authorization and the approval by the equity holder(s) of such Prospective Bidder.
11. Joint Bids. The Debtors will be authorized to approve joint Bids in their discretion on a case-by-case basis, so long as a joint bid meets the Qualified Bid requirements and the applicable bidders otherwise comply with these Bidding Procedures. Approved joint Bids shall be treated as bids for all purposes. In addition to the other requirements of these Bidding Procedures, a joint Bid shall include a concise description of the nature of such partnership or joint Bid to the extent reasonably practicable.
12. Other Requirements. A Qualified Bid must:
  - a. state that the Prospective Bidder agrees to serve as a backup bidder (a "Backup Bidder") if such bidder's Qualified Bid is selected at the Auction as the next highest or next best bid after the Successful Bid (as defined in Section VII.C.1 below) for the applicable Assets (each such bid, a "Backup Bid"); provided, that as to any Stalking Horse Bidder, the terms of any applicable Stalking Horse Agreement shall control as to any Backup Bidder and Backup Bid requirement, and no Stalking Horse Bidder shall be required to serve as a Backup Bidder, notwithstanding such Stalking Horse Bidder's Stalking Horse Bid being the next highest or next best bid after a Successful Bid for the applicable Assets, without its prior written consent.

- b. state that the bid, as may be modified before or during the Auction, represents a binding, irrevocable, good-faith and *bona fide* offer to purchase the applicable Assets and is not subject to or conditioned on any due diligence, financing, or other contingency (other than the conditions to closing under the applicable agreement), and is irrevocable until the later of (i) the applicable outside date for consummation of the applicable Sale Transaction or (ii) the Backup Bid Expiration Date (as defined in Section VII.C.2 below);
- c. except as otherwise may be provided in a Stalking Horse Agreement, expressly state and acknowledge that the Prospective Bidder shall not be entitled to a break-up fee, termination fee, expense reimbursement or other “bidding protection” in connection with the submission of a bid for the Assets or otherwise participating in the Auction or the Sale Transaction process, unless otherwise granted by the Debtors and approved by an order of the Court;
- d. state that the Prospective Bidder is committed to closing the Sale Transaction contemplated in its Bid as soon as practicable and in any case no later than the applicable deadline to consummate an approved Sale Transaction set forth herein;
- e. specify (i) whether the Qualified Bidder intends to hire any of the Debtors’ employees and (ii) the proposed treatment of the Debtors’ prepetition compensation, incentive, retention, bonus or other compensatory arrangements, plans, or agreements, including offer letters, employment agreements, consulting agreements, retiree benefits, and any other employment related agreements (collectively, the “Employee Obligations”);
- f. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code or the payment of any broker fees or costs in connection with bidding for any of the Assets and/or otherwise participating in the Auction or the Sale Transaction process;
- g. include a covenant to cooperate with the Debtors (i) to provide pertinent factual information regarding the Prospective Bidder’s operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and any other applicable regulatory requirements and (ii) to obtain Court approval of the Sale Transaction;
- h. state or otherwise estimate the types of transition services, if any, the Prospective Bidder would require of and/or provide to the Debtors, including an estimate of the time any such transition

services would be required of and/or provided to the Debtors, if the Prospective Bidder's Bid were selected as the Successful Bid for the applicable Assets;

- i. certify that the Prospective Bidder did not collude with any other bidders and is not otherwise a partnership, joint venture or other entity in which more than one bidder (or any affiliates of a bidder) has a direct or indirect interest, unless consented to in writing by the Debtors;
- j. include a covenant to comply with the terms of these Bidding Procedures and the Bidding Procedures Order; and
- k. include contact information for the specific person(s) the Debtors should contact in the event they have any questions about the Prospective Bidder's bid.

## **B. Bid Review Process**

The Debtors will review each Bid received from a Prospective Bidder to determine whether it meets the requirements set forth above. Based upon their evaluation of the content of each Bid, the Debtors may, as they deem appropriate in their business judgment and in a manner consistent with their fiduciary duties and applicable law, engage in negotiations with any Prospective Bidder for the purposes of (i) curing any deficiencies in a Bid that prevents it from constituting a Qualified Bid, (ii) improving the terms of the Prospective Bidder's Bid or (iii) otherwise promoting a more competitive bidding and Auction process with the ultimate goal of maximizing the value of the Assets.

A Bid received from a Prospective Bidder for all or any portion of the Assets that the Debtors determine meets the requirements set forth in Section V and VI above, and is otherwise satisfactory to the Debtors, will be considered a Qualified Bid and each Prospective Bidder that submits a Qualified Bid will be considered a "Qualified Bidder." The Debtors shall inform Qualified Bidders that their Bids have been designated as Qualified Bids as reasonably in advance of the commencement of the Auction as is practicable.

For the avoidance of doubt, any Stalking Horse Agreement will be deemed a Qualified Bid, and the Stalking Horse Bidder will be deemed a Qualified Bidder, for all purposes and requirements pursuant to the Bidding Procedures, notwithstanding the requirements that a Prospective Bidder must satisfy to be a Qualified Bidder. The Debtors shall, within two (2) calendar days following the Bid Deadline, inform any Stalking Horse Bidder of the Baseline Bid (as defined in Section VII.B.2) received relevant to the Assets under such Stalking Horse Bidder's Stalking Horse Agreement and shall provide copies of the Baseline Bid at the same time other Qualified Bidders receive such information.

In evaluating a Bid, the Debtors may take into consideration any and all factors that the Debtors deem reasonably pertinent, including, without limitation:

- (i) the amount of the proposed purchase price and proposed form of consideration;
- (ii) any Assets and liabilities included in, or excluded from, the Bid, including any Contracts marked for assumption and assignment;
- (iii) the value to be provided to the Debtors under the Bid, including the net economic effect on the Debtors' estates (taking into account any Stalking Horse Bidder's rights with respect to any termination payment, expense reimbursement, any Wind-Down Amount, and the DIP Financing Amount, in each case, as applicable);
- (iv) any benefit to the Debtors' estates from any assumption or waiver of liabilities contemplated by the Bid; (v) any benefit to the Debtors' estates arising from the avoidance of additional costs that may be incurred as a result of the Bid;
- (vi) the structure of the proposed Sale Transaction and any attendant execution risk, including conditions to, timing of and certainty of closing, termination provisions, financing contingencies, availability of financing and general financial wherewithal to meet all commitments, and any required governmental approvals;
- (vii) the impact of the proposed Sale Transaction on employees and the proposed treatment of the Employee Obligations;
- (viii) the impact of the proposed Sale Transaction on the Debtors' trade creditors, licensees, clients and any other parties in interest; and (ix) any other factors the Debtors may reasonably deem relevant and consistent with their fiduciary duties; provided that in conjunction with any Credit Bid, the Debtors must have sufficient cash to pay any applicable termination payment and/or expense reimbursement pursuant to the terms of any Stalking Horse Agreement.

The Debtors will make a determination regarding the Bids that qualify as Qualified Bids and as Baseline Bids and will notify bidders whether they have been selected as Qualified Bidders as reasonably in advance of the commencement of the Auction as is practicable. A Qualified Bidder shall not (without the consent of the Debtors), modify, amend or withdraw its Qualified Bid, unless for the purposes of increasing the purchase price or otherwise improving the terms of the bid, as determined by the Debtors in their business judgment.

The Debtors, in their business judgment reserve the right to reject any Bid (other than any Stalking Horse Bid) if such Bid, among other things, (i) is on terms that are more burdensome or conditional than the terms of any applicable Stalking Horse Agreement, (ii) requires any indemnification of the Prospective Bidder in its asset purchase agreement, (iii) is not received by the Bid Deadline, (iv) is subject to any contingencies (including representations, warranties, covenants and timing requirements) of any kind or any other conditions precedent to such party's obligation to acquire the relevant Assets, (v) seeks any bid protections, or (vi) does not, in the Debtors' determination, include a fair and adequate price or the acceptance of which would not be in the best interests of the Debtors' estates.

Without prejudice to the rights of a Stalking Horse Bidder under the applicable Stalking Horse Agreement, the Debtors may, in their sole discretion, among other things (i) amend or waive the conditions precedent to qualifying as a Qualified Bidder, (ii) extend the Bid Deadline as to any party or with respect to any Assets (provided the Bid Deadline may not be extended beyond 55 days after the Petition Date without the consent of the Stalking Horse Purchasers identified in Section II.A above), (iii) with respect to any Bid that is not a Qualified Bid, the Debtors may provide (but shall not be obligated to provide) the Bidder with the opportunity to remedy any deficiencies prior to the Auction, and/or (iv) postpone or cancel the Auction and terminate the proposed sale(s) for any Assets.

### C. Bidding Protections

Other than any bid protections provided to a Stalking Horse Bidder, as applicable, no bidder or any other party shall be entitled to any termination or “break-up” fee, expense reimbursement or any other bidding protections in connection with the submission of a bid for the Assets or for otherwise participating in the Auction or the Sale Transaction process, unless otherwise granted by the Debtors and approved by an order of the Court.

## VII. THE AUCTION

If the Debtors receive more than one Qualified Bid (including any Stalking Horse Bid) for an Asset or combination of Assets, the Debtors will conduct an Auction for such Asset(s). If more than one Qualified Bid exists for acquiring specific combinations of the Assets, then the Debtors may, in the exercise of their reasonable business judgment, and in consultation with the official committee of unsecured creditors appointed in these Chapter 11 Cases (the “Committee”), first conduct a separate Auction (a “Sub-Auction”) for such Assets that have at least one Qualified Bid pursuant to the Bid Procedures; *provided*, that in the event that the Debtors elect to conduct any such Sub-Auction and select an Alternate Transaction (as defined in the applicable Asset Purchase Agreement) for any Asset, any Stalking Horse Bidder, including, without limitation, the Progrexion Stalking Horse Bidder and the Lexington Law Stalking Horse Bidder, may, in its sole discretion, immediately or at any time thereafter terminate such Stalking Horse Bidder’s applicable Stalking Horse Purchase Agreement upon written notice of termination to the Debtors, and, upon delivery of such written notice of termination, the applicable Stalking Horse Purchase Agreement will become void and have no further force and effect and all further obligations of the parties to each other under such Stalking Horse Purchase Agreement will terminate without further obligation or liability of the parties (the “Sub-Auction Stalking Horse Purchaser’s Option”). With respect to any particular Asset for which the Debtors receive only one Qualified Bid by the Bid Deadline, the Debtors may, in their business judgment, and in consultation with the Committee, determine to consummate a Sale Transaction with the applicable Qualified Bidder without conducting an Auction.

In the event the Debtors determine not to hold an Auction for some or all of the Assets, the Debtors will file with the Court, serve on the Sale Notice Parties and cause to be published on the Claims Agent Website, a notice containing the following information, as applicable: (i) a statement that the Auction for the relevant Assets has been canceled, (ii) the identity of the Successful Bidder, (iii) a copy of the Successful Bid or a summary of the material terms of such



Successful Bid, including any assumption and assignment of Contracts contemplated thereby, and (iv) the date, time and location of the applicable Sale Hearing.

The Auction, if required, will be conducted on **August 8<sup>15</sup>, 2023, at 5 p.m. (prevailing Eastern Time)**, virtually through Zoom, after providing notice to the Sale Notice Parties; provided, however, the Debtors shall have the right to hold the Auction remotely, including telephonically or by other electronic means (including, without limitation, video conferencing) as the Debtors may choose in their sole discretion, and in consultation with the Committee, so as to comply with all applicable federal, state and local laws, orders, ordinances, guidelines and guidance, including any shelter-in-place, social distancing and non-essential business orders and guidelines. If held, the Auction proceedings will be transcribed and/or video recorded.

#### **A. Participants and Attendees**

Only Qualified Bidders are eligible to participate in the Auction or any Sub-Auction, subject to other limitations as may be reasonably imposed by the Debtors in accordance with these Bidding Procedures. At least one (1) day prior to the Auction or any Sub-Auction, each Qualified Bidder must inform the Debtors in writing whether it intends to participate in the Auction. Qualified Bidders participating in the Auction or specific Sub-Auction must appear via video conferencing at the Auction or specific Sub-Auction, as applicable, or through a duly authorized representative. Subject to the Auction procedures set forth in Section VII of these Bidding Procedures, all Qualified Bidders and the Consultation Parties are permitted to attend the Auction or any Sub-Auction; provided, that the Debtors may, in their sole discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany each Qualified Bidder at the Auction or specific Sub-Auction. Any creditor and its advisors wishing to attend the Auction may do so by contacting, no later than one (1) day prior to the start of the Auction, the Debtors' advisors.

Each Qualified Bidder participating in the Auction or specific Sub-Auction will be required to confirm in writing and on the record at the Auction or Sub-Auction, as applicable, that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets and (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction or specific Sub-Auction is a binding, good-faith and *bona fide* offer to purchase the Assets identified in such bids.

All Prospective Bidders and Qualified Bidders (including any Stalking Horse Bidder, Successful Bidder and Backup Bidder) shall be deemed to have (i) consented to the core jurisdiction of the Court to enter any order related to these Bidding Procedures, the Auction or, any other relief requested in the Motion or granted pursuant to the Bidding Procedures Order or the construction or enforcement of any agreement or any other document relating to any Sale Transaction, (ii) waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the Auction or the construction or enforcement of any agreement or any other document relating to any Sale Transaction, and (iii) consented to the entry of a final order or judgment in connection with any disputes relating to these Bidding Procedures, the Auction or specific Sub-Auction, the construction or enforcement of any agreement or any other document

relating to any Sale Transaction, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

## **B. Auction Procedures**

The Auction or Sub-Auction shall be governed by the following procedures, subject to the Debtors' right to modify such procedures in their business judgment, subject to and in accordance with these Bidding Procedures and the applicable parties' rights under any Stalking Horse Agreement:

1. Auction Packages. Prior to the commencement of the Auction or specific Sub-Auction, the Debtors will make a determination regarding the Assets and/or combinations of Assets for which the Debtors will conduct an Auction (each such Asset or group of Assets, an "Auction Package"). For the avoidance of doubt, the Debtors may, in their business judgment determine to (i) include an individual Asset in more than one Auction Package and (ii) have an Auction Package for all or substantially all of the Debtors' Assets.
2. Baseline Bids. Prior to the commencement of the Auction or specific Sub-Auction, the Debtors will determine, in their business judgment, the highest and/or best Qualified Bid submitted for each Auction Package (each such Qualified Bid, a "Baseline Bid"). Bidding for each Auction Package at the Auction shall commence at the amount of the applicable Baseline Bid.
3. Minimum Overbid. Bidding at the Auction or Sub-Auction for an Auction Package (or subset thereof) that is subject to Qualified Bids will begin with the Baseline Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid (a "Subsequent Bid") is submitted by a Qualified Bidder that (i) improves on such Qualified Bidder's immediately prior Qualified Bid and (ii) the Debtors determine that such Subsequent Bid is (A) for the first round, a higher or otherwise better offer than the Baseline Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below).

The Debtors will announce at the outset of the Auction or Sub-Auction the minimum required increments for successive Bids (each, such Bid, a "Minimum Overbid"). The Debtors may, in their discretion, announce increases or reductions to Minimum Overbids at any time during the Auction or Sub-Auction.

Upon a Qualified Bidder's declaration of a Bid at the Auction or specific Sub-Auction, the Qualified Bidder must state on the record its commitment to pay within two (2) business days following the Auction or Sub-Auction, if such Bid were to be selected as the Successful Bid or as

the Backup Bid for the applicable Auction Package, the incremental amount of the Qualified Bidder's Good Faith Deposit calculated based on the increased purchase price of such bid (such Good Faith Deposit so increased, the "Incremental Deposit Amount") if applicable. Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by any Bid subsequent to a Baseline Bid, the Debtors will, at each round of bidding, consider and/or give effect to (a) any termination payment or expense reimbursement (only if such amount has not previously been paid) payable to any Stalking Horse Bidder under an applicable Stalking Horse Agreement, including the crediting of such amounts to the applicable Stalking Horse Bidder, (b) any additional liabilities to be assumed by a Qualified Bidder under the Bid, including whether such liabilities are secured or unsecured, (c) any additional costs that may be imposed on the Debtors, and (d) the provision of any Wind-Down Amount and treatment of the DIP Financing Amount, as applicable.

4. Leading Bid. After the first round of bidding and between each subsequent round of bidding, the Debtors will announce the bid that they believe to be the highest or otherwise best offer for the applicable Auction Package (each such bid, a "Leading Bid") and describe the material terms thereof. Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the material terms of the Leading Bid, subject to the Debtors' authority to revise the Auction procedures to the extent permitted hereby.

The Auction or any Sub-Auction will be conducted by open bidding in the presence of all other Qualified Bidders and each Qualified Bidder shall have the right to be present for all rounds of open bidding and to submit additional bids and make modifications to its Proposed Asset Purchase Agreement at the Auction to improve its bid. The Debtors may, in their business judgment, engage in discussions and negotiate with any and all Qualified Bidders participating in the Auction or Sub-Auction outside the presence of other bidders before each round of bidding, including to improve or clarify the terms of bids made.

The Debtors shall have the right to determine, in their business judgment, which bid is the highest or otherwise best bid with respect to an applicable Auction Package (including, without limitation, with respect to an Auction Package that includes all or substantially all of the Debtors' Assets) and, in accordance with the terms of these Bidding Procedures, reject, at any time, without liability (except for any requirement to pay any termination payment or expense reimbursement under a Stalking Horse Agreement, as applicable), any bid that the Debtors deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, these Bidding Procedures, any order of the Court, or the best interests of the Debtors and their estates, including,

without limitation, the provision of any Wind-Down Amount and treatment of the DIP Financing Amount, as applicable.

### C. Auction Results

1. Successful Bids. Immediately prior to the conclusion of the Auction or a specific Sub-Auction for an Auction Package, the Debtors will (a) determine, consistent with these Bidding Procedures, which Qualified Bid constitutes the highest or otherwise best bid(s) for the Auction Package (each such bid, a “Successful Bid”) and (b) notify all Qualified Bidders at the Auction or Sub-Auction of the identity of the bidder that submitted the Successful Bid for the Auction Package (each such bidder, a “Successful Bidder”) and the amount of the purchase price and other material terms of the Successful Bid. As a condition to remaining the Successful Bidder, the Successful Bidder shall, within two (2) business days after the conclusion of the Auction or Sub-Auction, (i) if applicable, wire to the Debtors in immediately available funds the Incremental Deposit Amount, calculated based on the purchase price in the Successful Bid(s) and (ii) submit to the Debtors fully executed documentation memorializing the terms of the Successful Bid(s).
  
2. Backup Bids. Immediately prior to the conclusion of the Auction or Sub-Auction for an Auction Package, the Debtors will (a) determine, in a manner consistent with these Bidding Procedures, which Qualified Bid is the Backup Bid for the Auction Package and (b) notify all Qualified Bidders at the Auction or Sub-Auction for the Auction Package of the identity of the Backup Bidder for the Auction Package and the amount of the purchase price and other material terms of the Backup Bid. Within two (2) business days after the Auction or Sub-Auction, the Backup Bidder shall submit to the Debtors execution versions of the documentation memorializing the terms of the Backup Bid(s).

A Backup Bid will remain binding on the applicable Backup Bidder until the earlier of (a) the first business day after the closing of a Sale Transaction with the Successful Bidder for the applicable Auction Package and (b) 30 days after the Sale Hearing (or such other date as may be set forth in a Stalking Horse Agreement, the “Backup Bid Expiration Date”). If the Sale Transaction with the applicable Successful Bidder is terminated prior to the Backup Bid Expiration Date, the Backup Bidder shall be deemed the new Successful Bidder for the applicable Auction Package and shall be obligated to consummate the Backup Bid as if it were the Successful Bid at the Auction or Sub-Auction; provided, that the Debtors may, in their business judgment and after providing notice to the Sale Notice Parties, elect not to pursue the Sale Transaction contemplated by the Backup Bid.

3. Notice of Auction or Sub-Auction Results. By the later of (a) **August 9~~16~~, 2023** and (b) one day after the conclusion of the Auction or Sub-Auction, or as soon as is reasonably practicable thereafter, the Debtors will file with the Court, serve on the Sale Notice Parties and cause to be published on the Claims Agent Website, a notice setting forth the results of the Auction or Sub-Auction (the “Notice of Auction Results”), which will (a) identify each Successful Bidder and each Backup Bidder, (b) include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bids, including any proposed assumption and assignment of Contracts contemplated thereby, and (c) set forth the Post-Auction Objection Deadline (as defined in Section X.D below), the date, time and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction or any Sub-Auction.
4. The Debtors’ presentation to the Bankruptcy Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtors’ acceptance of such Bid. The Debtors will have accepted a Successful Bid only when such Successful Bid has been approved by the Bankruptcy Court at the Sale Hearing.

#### **D. Additional Auction Procedures**

The Debtors may announce at the Auction or a specific Sub-Auction additional procedural rules (*e.g.*, among other things, the amount of time to make Subsequent Bids, the amount of the Minimum Overbid, or the requirement that parties submit “best and final” Bids) for conducting the Auction or specific Sub-Auction or otherwise modify these Bidding Procedures; provided, that such rules (i) are not materially inconsistent with the Bidding Procedures Order, the DIP Orders, these Bidding Procedures, the Bankruptcy Code or any order of the Bankruptcy Court, (ii) are disclosed to each Qualified Bidder during the Auction or Sub-Auction, and (iii) are in form and substance acceptable to the DIP Lenders (as defined in the Bidding Procedures). For the avoidance of doubt, any bid for any Assets included in any Auction Package shall be subject to a determination by the Debtors, in their business judgment and in accordance with the other provisions of these Bidding Procedures, that (i) a bid for substantially all of the Debtors’ Assets and/or (ii) a combination of bids that groups the Assets together differently is the highest or otherwise best offer for such Assets.

**E. Disposition of Good Faith Deposit**

1. Prospective Bidders. Within five business days after the Debtors make final determinations as to which Prospective Bidders qualify as Qualified Bidders, a Prospective Bidder's Good Faith Deposit shall be returned to any such Prospective Bidder that did not qualify as a Qualified Bidder, as confirmed by the Debtors. Upon the authorized return of a Prospective Bidder's Good Faith Deposit in accordance with this Section VII.E, the bid of such Prospective Bidder shall be deemed terminated and no longer binding against the Prospective Bidder.
2. Qualified Bidders.
  - a. Forfeiture of Good Faith Deposit. The Good Faith Deposit of a Qualified Bidder shall be forfeited if the Qualified Bidder attempts to withdraw its Qualified Bid, except as may be permitted by these Bidding Procedures, during the time the Qualified Bid remains binding and irrevocable under these Bidding Procedures. The Debtors and their estates shall be entitled to retain the Qualified Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of the Qualified Bidder's failure to adhere to the terms of these Bidding Procedures and/or the relevant Qualified Bid. In the event that a Qualified Bidder's Good Faith Deposit is deemed forfeited, such Qualified Bidder's Good Faith Deposit shall be released by wire transfer of immediately available funds to an account designated by the Debtors within two (2) business days after receipt of written notice by an authorized officer of the Debtors stating that the applicable Qualified Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the applicable Qualified Bid.
  - b. Return of Good Faith Deposit. With the exception of the Good Faith Deposits of Successful Bidders and Backup Bidders and any forfeiture of a Good Faith Deposit as described above, any other Qualified Bidder's Good Faith Deposit shall be returned within 5 business days after the conclusion of the Auction for the applicable Auction Package.
  - c. Backup Bidder. Any Backup Bidder's Good Faith Deposit shall be returned within 5 business days after the occurrence of the applicable Backup Bid Expiration Date.
  - d. Successful Bidder. At the closing of a Sale Transaction, the Successful Bidder shall be entitled to a credit against the purchase price for the applicable Assets in the amount of the Successful Bidder's Good Faith Deposit (and, in the case of a Successful Bidder

that was a Stalking Horse Bidder where there is bidding on the Assets subject to the Stalking Horse Agreement, that Successful Bidder shall be entitled to a credit against the purchase price in an amount equal to any termination payment and/or expense reimbursement that would have been payable under the applicable Stalking Horse Agreement had the Stalking Horse Bidder not participated in the Auction). The Good Faith Deposit of a Successful Bidder shall be forfeited if the Successful Bidder fails to consummate the applicable Sale Transaction because of a breach that entitles the Debtors to terminate the applicable asset purchase agreement with such Successful Bidder, and the Debtors and their estates shall be entitled to retain the Successful Bidder's Good Faith Deposit as partial compensation for the damages caused to the Debtors and their estates as a result of such breach. In the event that a Successful Bidder's Good Faith Deposit is deemed forfeited, such Good Faith Deposit shall be released by wire transfer of immediately available funds to an account designated by the Debtors within two (2) business days after receipt of written notice by an authorized officer of the Debtors stating that the applicable Successful Bidder has breached or otherwise failed to satisfy its obligations in accordance with these Bidding Procedures and the applicable Successful Bid.

### VIII. SALE HEARING

Each Successful Bid (including any Backup Bid that is subsequently deemed a Successful Bid) will be subject to approval by the Bankruptcy Court. The hearing to approve any Sale Transaction consummated in accordance with these Bidding Procedures (except in the case of a Sale Transaction contemplated by a Backup Bid that subsequently is deemed a Successful Bid) shall take place on **August 14~~25~~, 2023, at 5~~p~~10 a.m. (prevailing Eastern Time)** (the "Sale Hearing") before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware.

At the Sale Hearing, the Debtors will seek entry of one or more orders (each, a "Sale Order") approving, among other things, one or more sales of the Assets to the Successful Bidder(s).

Without prejudice to the rights of a Stalking Horse Bidder under the applicable Stalking Horse Agreement, the Debtors may, in their business judgment (after consulting with the Successful Bidder(s)), adjourn or reschedule the Sale Hearing with sufficient notice to the Sale Notice Parties, including by announcing such adjournment or rescheduling at the Auction or Sub-Auction or in Court on the date of the originally scheduled Sale Hearing.

At the Sale Hearing, the Debtors will seek entry of an order that, among other things: (i) authorizes and approves the Sale Transaction(s) to the Successful Bidder(s) and/or the Backup Bidder(s), (ii) includes a finding that the Successful Bidder(s) and/or the Backup Bidder(s) is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code, and (iii) as appropriate,

exempts the Sale Transaction(s) and conveyance(s) of the Assets from any transfer tax, stamp tax or similar tax, or deposit under any applicable bulk sales statute.

## **IX. RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES**

Without prejudice to the rights of a Stalking Horse Bidder under the applicable Stalking Horse Agreement, the Debtors reserve the right to, in their business judgment, in a manner consistent with their fiduciary duties and applicable law, modify these Bidding Procedures, including to, among other things, (a) extend or waive deadlines or other terms and conditions set forth herein, (b) adopt new rules and procedures for conducting the bidding and Auction process, (c) if applicable, provide reasonable accommodations to a Stalking Horse Bidder, or (d) otherwise modify these Bidding Procedures to further promote competitive bidding for and maximizing the of value of the Assets; provided, that such extensions, waivers, new rules and procedures, accommodations and modifications (i) do not conflict with and are not inconsistent with the Bidding Procedures Order, these Bidding Procedures, the Bankruptcy Code or any order of the Bankruptcy Court, (ii) are promptly communicated to each Qualified Bidder, and (iii) do not extend the Bid Deadline, the date of the Auction or the closing of the Auction, unless the DIP Lenders give their prior written consent to do so.

## **X. NOTICING**

### **A. Bid Notice Parties**

Qualified Bids must be submitted in writing to the following parties (collectively, the “Bid Notice Parties”):

- the Debtors, c/o PGX Holdings, Inc., 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111 (Attn: Eric Kamerath) or (as applicable), c/o John C. Heath, Attorney At Law PC, P.O. Box 1173, Salt Lake City, Utah 84110 (Attn: John C. Heath);
- counsel for the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 (Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com) and Chris Ceresa (chris.ceresa@kirkland.com)); and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654 (Attn: Spencer Winters (spencer.winters@kirkland.com); Whitney Fogelberg (whitney.fogelberg@kirkland.com); and Alison J. Wirtz (alison.wirtz@kirkland.com)); and
- solely to the extent they are not an active or prospective bidder with respect to the relevant Asset(s), counsel for the Prepetition First Lien Agent, (i) King & Spalding, 1185 Avenue of the Americas, New York, NY 10036 (Attn: Roger Schwartz, Esq. (rschwartz@kslaw.com); Geoffrey King, Esq. (gking@kslaw.com) and Timothy Fesenmyer, Esq. (tfesenmyer@kslaw.com)) and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, Suite 1600, Wilmington, Delaware 19801, (Attn: Robert J. Dehney (rdehney@morrisonichols.com)).



**B. Sale Notice Parties**

The “Sale Notice Parties” shall include the following persons and entities:

- counsel to any Stalking Horse Bidder;
- all persons and entities known by the Debtors to have expressed an interest to the Debtors in a Sale Transaction involving any of the Assets during the past 12 months, including any person or entity that has submitted a Bid for any of the Assets;
- all persons and entities known by the Debtors to have asserted any lien, claim, interest or encumbrance in the Assets (for whom identifying information and addresses are available to the Debtors), including, for the avoidance of doubt, the Prepetition First Lien Agent (on behalf of the Prepetition First Lien Lenders);
- with respect to any Sale of the Lexington Law Assets, all persons and entities currently and/or formerly represented by the Lexington Law Firm;
- counsel to the Prepetition First Lien Agent, (i) King & Spalding, 1185 Avenue of the Americas, New York, NY 10036 (Attn: Roger Schwartz, Esq. (rschwartz@kslaw.com); Geoffrey King, Esq. (gking&kslaw.com) and Timothy Fesenmyer, Esq. (tfesenmyer@kslaw.com)) and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, Suite 1600, Wilmington, Delaware 19801, (Attn: Robert J. Dehney (rdehney@morrisonichols.com));
- all relevant non-Debtor parties (each, a “Counterparty”) to any Contract that may be assumed or rejected in connection with a Sale Transaction;
- all of the Debtors’ known creditors (for whom identifying information and addresses are available to the Debtors);
- any governmental authority known to have a claim against the Debtors in these Chapter 11 Cases;
- the Federal Trade Commission;
- the Bureau of Consumer Protection;
- the Consumer Protection Financial Bureau;
- the office of the U.S. Trustee;
- all applicable federal, state and local taxing authorities, including the Internal Revenue Service;

- the United States Securities and Exchange Commission;
- the United States Attorney’s Office for the District of Delaware;
- United States Attorney General’s Office for the District of Delaware;
- the Office of the Attorney General and the Secretary of State in each state in which the Debtors operate;
- counsel for the Committee, Arent Fox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019 (Attn: Andrew I. Silfen (andrew.silfen@afslaw.com) and Beth M. Brownstein (beth.brownstein@afslaw.com)); Arent Fox Schiff LLP, 800 Boylston Street, 32nd Floor, Boston, Massachusetts 02199 (Attn: Justin A. Kesselman (justin.kesselman@afslaw.com)); and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801 (Attn: Eric J. Monzo (emonzo@morrisjames.com), Brya M. Keilson (bkeilson@morrisjames.com), and Jason S. Levin (jlevin@morrisjames.com));
- counsel for any other official committee appointed in these Chapter 11 Cases;
- all of the parties entitled to notice pursuant to Bankruptcy Rule 2002; and
- all other parties as directed by the Court.

#### **C. Sale Notice and Publication Notice**

Within two (2) and three (3) business days respectively, or as soon as reasonably practicable, after entry of the Bidding Procedures Order, the Debtors will file with the Court, serve on the Sale Notice Parties and cause to be published on the Claims Agent Website a notice (the “Sale Notice”) setting forth (A) a description of the Assets available for sale in accordance with these Bidding Procedures, (B) the date, time and location of the Auction and Sale Hearing, (C) the Sale Objection Deadline and Post- Auction Objection Deadline (each as defined in Section X.D below) and the procedures for filing such objections, and, if applicable, (D) a summary of the material terms of any Stalking Horse Agreement, including the terms and conditions of any termination payment or expense reimbursement to be provided thereunder, as of the date of the Sale Notice.

Within four business days after entry of the Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtors will cause the information contained in the Sale Notice to be published once in *The New York Times* (national edition) (the “Publication Notice”).

#### **D. Sale Objections and Post-Auction Objections**

Objections to a sale of the Assets, including (i) any objection to a sale of the Assets free and clear of all liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code and (ii) entry of any Sale Order shall, by **no later than August 30, 2023, at**

**5 p.m. (prevailing Eastern Time)** (the “Sale Objection Deadline”), be filed with the Court and served on the following parties (collectively, the “Objection Notice Parties”):

- the Debtors, c/o PGX Holdings, Inc., 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111 (Attn: Eric Kamerath) or (as applicable), c/o John C. Heath, Attorney At Law PC, P.O. Box 1173, Salt Lake City, Utah 84110 (Attn: John C. Heath);
- counsel for the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 (Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com) and Chris Ceresa (chris.ceresa@kirkland.com)); Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654 (Attn: Spencer Winters (spencer.winters@kirkland.com); Whitney Fogelberg (whitney.fogelberg@kirkland.com); and Alison J. Wirtz (alison.wirtz@kirkland.com)); and Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware 19801 (Attn.: Domenic E. Pacitti (dpacitti@klehr.com) and Michael W. Yurkewicz (myurkewicz@klehr.com));
- counsel for the Committee, Arent Fox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019 (Attn: Andrew I. Silfen (andrew.silfen@afslaw.com) and Beth M. Brownstein (beth.brownstein@afslaw.com)); Arent Fox Schiff LLP, 800 Boylston Street, 32nd Floor, Boston, Massachusetts 02199 (Attn: Justin A. Kesselman (justin.kesselman@afslaw.com)); and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801 (Attn: Eric J. Monzo (emonzo@morrisjames.com), Brya M. Keilson (bkeilson@morrisjames.com), and Jason S. Levin (jlevin@morrisjames.com));
- counsel for any other official committee appointed in these Chapter 11 Cases;
- counsel for the Prepetition First Lien Lenders and DIP Lenders, (i) King & Spalding, 1185 Avenue of the Americas, New York, NY 10036 (Attn: Roger Schwartz, Esq. (rschwartz@kslaw.com); Geoffrey Michael King, Esq. (gking&kslaw.com) and Timothy Fesenmyer, Esq. (tfesenmyer@kslaw.com)); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, Suite 1600, Wilmington, Delaware 19801, (Attn: Robert J. Dehney (rdehney@morrisnichols.com));
- counsel for any relevant Successful Bidder(s); and
- counsel for any relevant Backup Bidder(s).

Following service of the Notice of Auction Results, Sale Notice Parties may object to the conduct of the Auction and/or the particular terms of any proposed Sale Transaction in a Successful Bid, other than with respect to a Stalking Horse Bid (each such objection, a “Post-Auction Objection”) by no later than **later of (i) August 9<sup>18</sup>, 2023, at 5 p.m. (prevailing Eastern Time) and (ii) three (3) days prior to the Sale Hearing** (the “Post-Auction Objection Deadline”). Each Post-Auction Objection shall be filed with the Court and served on the Objection Notice Parties.

**E. Notices Regarding Assumption and Assignment of Contracts**

The Debtors will provide all notices regarding the proposed assumption and assignment of Contracts in accordance with the Assumption and Assignment Procedures (as defined in the Bidding Procedures Order).

**XI. CONSULTATION BY THE DEBTORS**

Throughout the Sale Transaction process, the Debtors and their advisors will consult with the following parties (collectively, the “Consultation Parties”), as provided in these Bidding Procedures, or as is otherwise necessary or appropriate, as determined in the Debtors’ business judgment: (i) the legal and financial advisors for any official committee appointed in these Chapter 11 Cases and (ii) solely to the extent they are not an active or prospective bidder with respect to the relevant Asset(s), or are participating in any way in any active or prospective bid with respect to such Asset(s), the legal and financial advisors for the Prepetition First Lien Lenders.

Notwithstanding the foregoing, the Debtors will not consult with or provide copies of any Bids or other confidential information to any Consultation Party or any insider or affiliate of the Debtors if such party is an active or prospective bidder for the relevant Asset(s) at the applicable time. If, however, a member of an official committee appointed in these Chapter 11 Cases submits a Qualified Bid for any of the Assets, the applicable committee will maintain its consultation rights as a Consultation Party, provided, that such committee excludes the bidding committee member from any discussions or deliberations regarding a transaction involving the relevant Assets, and shall not provide any confidential information regarding the Assets or otherwise involving the Sale Transaction process to the bidding committee member.

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

**EXHIBIT 2**

**Progrexion APA**

**ASSET PURCHASE AGREEMENT**

by and among

[LENDER ACQUISITIONCO LLC],

as Buyer,

THE SELLERS PARTY HERETO

and

solely for the purposes stated expressly herein,

BLUE TORCH FINANCE LLC,

as Administrative Agent

Dated as of [●], 2023

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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the “Agreement”), dated as of [●], 2023 (the “Agreement Date”), is made and entered into by and among (i) [Lender AcquisitionCo LLC], a Delaware limited liability company (together with any assignee(s) or designee(s) pursuant to Section 10.2, “Buyer”), (ii) PGX Holdings, Inc., a Delaware corporation (the “Parent”), Progrexion Holdings, Inc., a Delaware corporation (“Progrexion”), Credit.com, Inc., a Delaware corporation (“Credit.com”), eFolks Holdings, Inc., a Delaware corporation (“eFolks Holdco”), Creditrepair.com Holdings, Inc., a Delaware corporation (“Creditrepair.com Holdco”), Progrexion ASG, Inc., a Delaware corporation (“Progrexion ASG”), Progrexion IP, Inc., a Delaware corporation (“Progrexion IP”), Progrexion Marketing, Inc., a Delaware corporation (“Progrexion Marketing”), Progrexion Teleservices, Inc., a Delaware corporation (“Progrexion Teleservices”), eFolks, LLC, a Delaware limited liability company (“eFolks”), Creditrepair.com, Inc., a Florida corporation (“Creditrepair.com”), Credit Repair UK, Inc., a Delaware corporation (“Credit Repair UK”) (each a “Seller,” and collectively, the “Sellers” ), and (iii) Blue Torch Finance LLC, a Delaware limited liability company, solely in its capacity as administrative agent for the lenders under the Prepetition First Lien Financing Agreement (defined below) and signing solely with respect to Section 3.2, Section 10.4, and Sections 10.7 to 10.21 of this Agreement (the “Administrative Agent”). The Administrative Agent, Buyer and Sellers collectively are referred to herein as the “Parties” and each, a “Party.”

### RECITALS:

A. The Sellers are engaged in the business of providing credit repair services to consumers (the “Business”).

B. Reference is made to that certain First Lien Financing Agreement, dated as of July 21, 2021, by and among the borrowers from time to time party thereto, the guarantors from time to time party thereto, the lenders from time to time party thereto (the “Prepetition First Lien Lenders”), and the Administrative Agent (as amended by that certain Amendment No. 1 to First Lien Financing Agreement, dated as of July 20, 2022, that certain Amendment No. 2 to First Lien Financing Agreement, dated as of December 28, 2022, that certain Amendment No. 3 to First Lien Financing Agreement, dated as of March 31, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Prepetition First Lien Financing Agreement”). The obligations under the Prepetition First Lien Financing Agreement and the other Loan Documents (as defined below) are secured by valid and duly perfected liens, mortgages and other Encumbrances in and upon all property and assets of, among other parties, the Sellers.

C. Buyer is an entity organized for the purpose of effecting the rights and interests of the Lenders in accordance with the terms and conditions of the Loan Documents and that certain Credit Bid Direction Letter, dated as of [●], 2023 (the “Credit Bid Letter”), executed by the Lenders.

D. Prior to the execution of this Agreement, each of the Sellers filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections

101 et seq. (as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) (such cases, the “Cases”).

E. Upon the terms and subject to the conditions set forth in this Agreement, and as authorized under sections 105, 363 and 365 of the Bankruptcy Code as relates to the Sellers, the Sellers propose to sell, transfer and assign to Buyer, and Buyer proposes to purchase, acquire and assume from the Sellers, respectively, the Purchased Assets and Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and upon the terms and subject to the conditions hereof, the Parties, intending to be legally bound, hereby agree as follows:

## **ARTICLE I DEFINITIONS**

1.1 Defined Terms. As used herein, the terms below shall have the following respective meanings:

“Acquired Bank Accounts” shall mean any bank accounts of Sellers that Buyer elects to acquire by written notice to Sellers on or before the date that is ten (10) days prior to Closing; provided that the Parties shall agree in good faith as to one or more bank accounts that the Debtors shall retain in connection with the wind down and liquidation of the Debtor entities and businesses following the Closing.

“Acquired Intellectual Property” shall mean, collectively, all Owned Intellectual Property and Licensed Intellectual Property.

“Administrative Expenses” shall mean, collectively, the administrative expenses incurred by Sellers in the Cases, including expenses of the kind specified in Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 546(c), 546(d), or 726 (to the extent permitted by Law) of the Bankruptcy Code, and any other provision of the Bankruptcy Code (including, subject to entry of the DIP Order, Section 506(c) of the Bankruptcy Code).

“Affiliate” shall mean, 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 and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Allocation Schedule” shall mean the schedule allocating the Purchase Price and the Assumed Liabilities in accordance with Section 1060 of the Code and the Treasury Regulations thereunder and any corresponding requirements of any state, local, or foreign Tax Laws, as applicable.

“Alternate Transaction” shall mean a transaction or transactions pursuant to which any of the Sellers or any of its Affiliates, in one or a series of transactions, sells, transfers, exchanges, leases or otherwise disposes of, directly or indirectly, all or any material portion of the Purchased

Assets, including any transaction effected in connection with the Auction or through any other asset sale, stock sale, share exchange, debt-for-equity swap, joint venture, credit bid, financing, merger, amalgamation, business combination, reorganization, restructuring or recapitalization, a plan of reorganization, a plan of arrangement or any similar transaction, in each case that would not involve a sale or disposition of all or any material portion of the Purchased Assets or the Business to Buyer; provided that neither any disposition of Purchased Assets that is expressly permitted by Section 6.2 of this Agreement, nor the liquidation, dismissal or conversion of the Cases and the dissolution of the Sellers, shall be deemed an Alternate Transaction.

“Approved Budget” shall have the meaning ascribed thereto in the DIP Documents.

“Auction” shall mean the auction for the Purchased Assets to be conducted on the Auction Date in accordance with the terms and provisions of the Bidding Procedures Order and as defined in the Bidding Procedures.

“Auction Date” shall mean the date of the Auction scheduled by the Bankruptcy Court and set forth in the Bidding Procedures Order or such later date as shall be announced by the Sellers in accordance with the Bidding Procedures Order.

“Avoidance Actions” shall mean any and all actual and/or potential claims and causes of action under chapter 5 of the Bankruptcy Code or state fraudulent conveyance, fraudulent transfer, or similar Laws, or any other avoidance actions under the Bankruptcy Code.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure originally promulgated pursuant to 28 U.S.C. § 2075.

“Benefit Plan” shall mean any “employee benefit plan” (within the meaning of Section 3(3) of ERISA) and all pension, severance, retirement, consulting, compensation, profit sharing, commission, employment, change in control, retention, fringe benefit, bonus, stock or other equity, equitybased, option, incentive compensation, restricted stock, stock appreciation right or similar right, phantom equity, profits interests, deferred compensation, employee loan, vacation, paid time off, welfare, medical, dental, vision, flexible benefit, cafeteria, dependent care, disability or wage continuation benefits during periods of absence from work (including short-term disability, long-term disability and worker’s compensation benefits), supplemental unemployment, hospitalization, life insurance, death or survivor benefits, employment insurance, and all other employee benefit plans, programs, policies, practices, agreements and other arrangements, and any funding vehicle therefor now in effect, in each case, whether or not subject to ERISA, whether formal or informal, written or oral, insured or self-insured, funded or unfunded, binding or not, that (i) provides benefits or compensation to, or which has any application to, any present or former employee, director, independent contractor or other individual service provider of any Seller or any beneficiary or dependent of such persons, (ii) is adopted, maintained, sponsored, contributed to, or required to be contributed to by any Seller, or (iii) with respect to which any Seller is a party, is bound, participates in, or has or could reasonably be expected to have any Liability.

“Bid” shall have the meaning ascribed to such term in the Bidding Procedures.

“Bidding Procedures” shall mean the Bidding Procedures filed with the Bankruptcy Court in the form attached hereto as Exhibit A or otherwise in form and substance reasonably acceptable to Buyer.

“Bidding Procedures Motion” shall mean the motion filed in the Cases, which motion shall be in form and substance satisfactory to Buyer (together with all exhibits thereto), (i) seeking approval of (A) this Agreement and the Transactions and (B) the Bidding Procedures and scheduling certain dates, deadlines and forms of notice in connection therewith, (ii) authorizing the payment of the Expense Reimbursement to Buyer, and (iii) granting other related relief, in each case, in form and substance acceptable to Buyer.

“Bidding Procedures Order” shall mean the order entered by the Bankruptcy Court approving the Bidding Procedures Motion, the Bidding Procedures and granting the relief requested therein in the form set forth in Exhibit B and with such modifications or supplements satisfactory to Buyer.

“Business Day” shall mean any day other than a Saturday, Sunday or a legal holiday on which banking institutions in New York City, New York are authorized or obligated by Law or executive order to close.

“Business Employee” means each employee of a Seller as of immediately prior to the Closing.

“Buyer Group” means Buyer, any Affiliate of Buyer and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, advisors, successors or permitted assigns.

“Claims” shall have the meaning as defined in the Bankruptcy Code.

“Closing” shall mean the consummation of the Transactions.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Confidential Information” shall mean all information in any form or medium that relates to the Business, the Purchased Assets or the Assumed Liabilities, including financial information, projections, pricing structures, technical data, Trade Secrets, know-how, ideas, inventions, designs, research, development plans, identities of, and arrangements with, customers and suppliers, software and databases, but shall not include any information that (i) at the time of disclosure thereof is generally available to the public (other than as a result of disclosure in violation of this Agreement), or (ii) is independently developed by the receiving party following the Closing Date without reliance on or use of any Confidential Information.

“Consumer Financial Laws” shall mean the Consumer Financial Protection Act, 12 U.S.C. § 5481 *et seq.*, the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. § 6101 *et seq.*, the Telemarketing Sales Rule, 16 C.F.R. § 310.3 *et seq.*, and all other

applicable Laws concerning or relating to consumer financial products or services in any jurisdiction in which any Seller or any of its Affiliates is located or is doing business.

“Contract” shall mean any lease, sublease, license, sublicense, agreement, contract, contract right, obligation, trust, purchase order, sale order, instrument and other similar arrangements, whether or not in written form, that is binding upon a Person or its property (including any commitment to enter into any of the foregoing).

“Credit Documents” shall mean, collectively, the Loan Documents and the DIP Documents.

“Cure Amounts” shall mean all amounts payable that must be paid or otherwise satisfied to cure all of the Sellers’ monetary defaults under the Assumed Contracts at the time of the assumption thereof and assignment to Buyer pursuant to section 365 of the Bankruptcy Code.

“Dataroom” shall mean that certain datasite administered by Box.

“Debt” shall mean, without duplication, (i) indebtedness or other obligations for borrowed money or in respect of loans or advances or issued in substitution for or exchange of indebtedness for borrowed money or loans or advances, whether short-term or long-term, secured or unsecured, (ii) any indebtedness or other obligations evidenced by any note, bond, debenture or other debt security or instrument, (iii) all obligations to pay the deferred purchase price of property or services, contingent or otherwise (including all “earn-out” obligations), (iv) all obligations under interest rate and currency hedging agreements, including swap breakage or associated fees, (v) all obligations arising from bankers’ acceptances, letters of credit (to the extent drawn) and cash/book overdrafts or similar facilities, (vi) all obligations for the payment of which a Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including guarantees of such obligations, (vii) any obligations under leases that have been or are required to be, in accordance with GAAP, recorded as capital leases, (viii) any indebtedness or other obligations secured by an Encumbrance on any Seller’s interest in any assets, and (ix) all accrued interest, premiums, penalties (including any prepayment penalties or premiums) and other obligations related to any of the foregoing.

“Debtors” shall mean the Sellers and their affiliated debtors and debtors in possession that filed the Cases.

“DIP Documents” shall mean that certain Superpriority Secured Debtor-in-Possession Credit Facility by and among the DIP Lenders, the Sellers, and the Administrative Agent, together with the schedules and exhibits attached thereto and all agreements, documents, orders, instruments and/or amendments executed, delivered or entered in connection therewith.

“DIP Facility” shall mean the debtor-in-possession term loan facility pursuant to which the DIP Lenders agreed to provide up to \$19,925,000 million in debtor-in-possession financing commitments on the terms set forth in the DIP Documents.

“DIP Lenders” shall mean the lenders providing the DIP Facility.

“Documents” means all of the 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, maintenance schedules, functional requirements, operating instructions, 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.

“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.

“Equity Interests” of any Person shall mean all (i) shares of capital stock, rights to purchase shares of capital stock, warrants, options, calls or restricted stock (whether or not currently exercisable), (ii) equity appreciation, phantom stock, stock plans, profit participation plans, profit units, profit interests, equity plans or similar rights, (iii) participations or other equivalents of or interests in (however designated, including units thereof) the equity (including common stock, preferred stock and limited liability company, partnership and joint venture interests) of such Person and (iv) securities exchangeable for or convertible or exercisable into any of the foregoing.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“Excluded Cash” shall mean, collectively, all cash on hand and cash drawn under the DIP Facility to the extent necessary to, subject to the terms of the DIP Orders and Approved Budget (each as approved by the Bankruptcy Court in connection with the DIP Facility), (a) satisfy the allowed Professional Fees and Expenses that have accrued, are undisputed and are unpaid as of the Closing Date, (b) pay all Administrative Expenses of the Sellers that are accrued, unpaid, allowed and undisputed as of the effective date in the Cases, subject to the DIP Orders and Approved Budget, (c) fund an orderly liquidation, dismissal or conversion of the Cases and the dissolution of the Sellers (which amount shall be equal to \$2,625,000 (the “Wind Down Amount”)), to be used in accordance with a budget acceptable to the Debtors and Buyer (the “Wind Down Budget”) (to be finalized prior to the Sale Hearing and attached as an exhibit to the Sale Order).

“Expense Reimbursement” shall mean all reasonable and documented out-of-pocket fees and expenses, including all professional fees and expenses and travel expenses, incurred by Buyer or the Administrative Agent in connection with the diligence, negotiation, execution, delivery, performance and enforcement of this Agreement and the Transactions contemplated hereby, in each case, without duplication and to the extent not otherwise payable to, and received

by, the Administrative Agent pursuant to the DIP Documents or the Loan Documents, which aggregate total amount shall not, in any event, exceed \$1,000,000.

“Final DIP Order” shall mean an Order of the Bankruptcy Court acceptable to the Administrative Agent in its sole discretion, authorizing and approving on a final basis, among other things, the DIP Documents and the DIP Facility on a final basis (as the same may be amended, supplemented, or modified from time to time after entry thereof with the consent of Administrative Agent, in its sole discretion) as to which no stay has been entered.

“Final Order” shall mean an Order of the Bankruptcy Court or other applicable court (a) that is not the subject of a pending appeal, petition for certiorari, motion for reconsideration or leave to appeal or other proceeding for review, rehearing or reargument, (b) that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect, and (c) with respect to which the time to appeal, to petition for certiorari, to move for reconsideration or to seek review, rehearing or reargument shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure or other applicable Laws, as applicable.

“GAAP” shall mean United States generally accepted accounting principles.

“Governmental Entity” shall mean any (i) federal, state, provincial, local, municipal, foreign or other government, (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court, arbitrator or other tribunal) or (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Intellectual Property” shall mean all intellectual property and industrial property, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including all: (i) patents and patent applications, all continuations, divisionals, and continuations-in-part of any of the foregoing, all patents issuing on any of the foregoing, and all reissues, renewals, substitutions, reexaminations and extensions of any of the foregoing; (ii) trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions of any of the foregoing (collectively, “Marks”); (iii) internet domain names; (iv) copyrights, works of authorship, and all mask work, database and design rights, whether or not registered or published, all applications, registrations, reversions, extensions and renewals of any of the foregoing, and all moral rights, however denominated (collectively, “Copyrights”); (v) trade secrets and other confidential or proprietary information (collectively, “Trade Secrets”); (vi) rights of publicity, persona rights or other rights to use indicia of any Person’s personality; and (vii) Technology and other intellectual property or industrial property rights arising from or relating to any Technology.



“Interim DIP Order” shall mean an Order of the Bankruptcy Court (as the same may be amended, supplemented, or modified from time to time after entry thereof in accordance with the terms thereof), in form and substance acceptable to the Administrative Agent in its sole discretion, authorizing on an interim basis, among other things, the DIP Documents and the DIP Facility.

“Knowledge of the Sellers” shall mean, as to a particular matter, the actual knowledge of Chad Wallace or Jared Hartley.

“Law” shall mean any federal, state, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order, treaty, administrative interpretation, guideline, principle of common law or equity, judgment enacted, promulgated, issued, enforced or entered by any Governmental Entity.

“Leased Real Property” shall mean each parcel of real property leased by a Seller, together with all rights, title and interest of each such Seller in and to leasehold improvements relating thereto.

“Leases” shall mean all leases, subleases, licenses, concessions and other agreements pursuant to which a Seller holds any Leased Real Property.

“Lenders” shall mean the Prepetition First Lien Lenders and the DIP Lenders, as applicable.

“Lexington Law” shall mean John C. Heath, Attorney At Law, Professional Limited Liability Company, a Utah professional limited liability company.

“Liabilities” shall mean, as to any Person, all debts, adverse claims, liabilities, commitments, responsibilities, and obligations of any kind or nature whatsoever, direct, indirect, asserted or unasserted, absolute or contingent, of such Person, whether accrued, vested or otherwise, whether known or unknown, and whether or not actually reflected, or required to be reflected, in such Person’s balance sheets or other books and records, including any liability for Taxes.

“Licensed Intellectual Property” shall mean all Intellectual Property (other than Owned Intellectual Property) used, held for use or practiced in connection with the Business.

“Loan Documents” shall mean the Prepetition First Lien Financing Agreement, together with the Loan Documents (as defined therein) related thereto, and all other documents, agreements and certificates executed or delivered in connection with or contemplated by the Prepetition First Lien Financing Agreement.

“Material Adverse Effect” shall mean any matter, event, change, occurrence, circumstance, development, condition, fact or effect (each an “Effect”), which, when considered either individually or in the aggregate together with other Effects is or would reasonably be expected to be materially adverse to the Business, the Purchased Assets and the Assumed Liabilities, taken as a whole, or any Seller’s ability to consummate the Transactions; provided that none of the following (or the 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 arising out of, resulting from or attributable to general business or economic conditions affecting (A) the United States or those countries within which any of the Sellers operate, or (B) the industries in which any of the Sellers 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 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 any change in GAAP or regulatory accounting principles or interpretations thereof after the date hereof, or a change in applicable Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Entity (including, for the avoidance of doubt, any such items related to Section 6.5) and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing after the date hereof; (iii) 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 another country 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) terrorist act or 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 any other country; (iv) Effects in, arising from or relating to any global or national health concern, pandemic, or epidemic, (whether or not declared as such by any Governmental Entity), viral outbreak (including “Coronavirus” or “COVID-19” or the worsening thereof) or any quarantine or trade restrictions related thereto; (v) Effects in, arising from or relating to any natural disaster, fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God or any other *force majeure*; (vi) Effects in, arising from or relating to the decline or rise in price of any currency or any equipment, machines, computers, furniture, furnishings, fixtures, supplies, vehicles or other fixed assets necessary to or used in the provision of services by any Seller or their Affiliates (including any resulting inability to meet customer demands and any resulting breaches of Contracts); (vii) 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), except in each case covered by clauses (i) through (vii) to the extent such Effect disproportionately and adversely affects any Seller as compared to other companies in a business similarly situated to that of the Business; (viii) Effects in, arising from or relating to the negotiation, announcement, or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Buyer or Buyer’s plans with respect to the Purchased Assets and Assumed Liabilities, including the impact thereof on the relationships, contractual or otherwise, of the business of Sellers or their Affiliates with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation arising from or relating to this Agreement or the Transactions; (ix) Effects in, arising from or relating to any action required to be taken under any existing Contract to which Sellers or their Affiliates (or any of their assets or properties) is bound; (x) Effects that arise from any seasonal fluctuations in the Business; (xi) 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 Buyer or its Affiliates or Representatives) and any other failure to win or maintain customers or business; (xii) the Effect of any action taken by Buyer or its Affiliates with respect to the Transactions or the financing thereof or any breach by Buyer of this Agreement; or (xiii) (A) the commencement or pendency of the Cases; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the Transactions, (2) the Sale Order or the reorganization or liquidation of the Sellers or their Affiliates, or (3) the assumption or rejection of any Available Contract; or (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Affiliates in compliance therewith.

“Order” shall mean any judgment, order, injunction, writ, ruling, decree, stipulation, award or other binding obligation, pronouncement or determination of any Governmental Entity or arbitration tribunal.

“Ordinary Course of Business” shall mean the conduct and operation of the Business, taken as a whole, in the ordinary course, consistent with past practice and taking into account the commencement and pendency of the Cases.

“Organizational Documents” shall mean, with respect to any Person (other than a natural Person), (i) the certificate or articles of incorporation, formation or organization and any limited liability company, operating or partnership agreement, or similar organizational document adopted or filed in connection with the creation, formation or organization of such Person and (ii) all bylaws and equity holders agreements or similar arrangements to which such Person (or holders of its Equity Interests) is a party relating to the organization or governance of such Person, in each case, as amended or supplemented.

“Owned Intellectual Property” shall mean all Intellectual Property owned or purported to be owned by any Seller.

“Permits” shall mean all licenses, certificates, consents, permits, registrations, quotas, and other authorizations of any Governmental Entity relating to the Purchased Assets or used by the Sellers in connection with the Business, and all pending applications therefor.

“Permitted Encumbrances” shall mean (i) liens for utilities and Taxes, assessments or other governmental charges not yet due and payable, the amount or validity of which is being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) building codes, zoning Laws, entitlement and other land use restrictions, environmental regulations and other similar restrictions imposed by Law or by any Governmental Entity having jurisdiction over any Real Property which are not violated by the current use, occupancy or operation of any Real Property, (iii) easements, rights of way, restrictive covenants, encroachments, and similar non-monetary encumbrances or non-monetary impediments against any of the Purchased Assets which do not, individually or in the aggregate, adversely affect the operation of the Purchased Assets and, in the case of the Leased Real Property, which do not, individually or in the aggregate, adversely affect the use or occupancy of such Leased Real Property as it relates to the operation of the Purchased Assets, (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens incurred in the Ordinary Course of Business for amounts not yet due and payable, (v) licenses granted on a non-exclusive basis, (vi) such other defects, exceptions,

restrictions, imperfections in title, charges, easements, restrictions and encumbrances which do not, individually or in the aggregate, materially and adversely affect the operation of the Purchased Assets, (vii) title of a lessor under a capital or operating lease if such lease is an Assumed Contract; and (viii) solely prior to the Closing, any Encumbrances that will be removed or released by operation of the Sale Order.

“Person” shall mean an individual, partnership, joint venture, corporation, business trust, limited liability company, trust, unincorporated organization, association, joint stock company, estate, Governmental Entity or other entity.

“Personal Information” shall mean, in addition to any definition for any similar term (e.g., “personal data” or “personally identifiable information” or “PII”) provided by applicable Law or by the Sellers in any of their privacy policies, notices or contracts, all information that identifies, could be used to identify or is otherwise associated with an individual person or device, whether or not such information is associated with an identified individual. Personal Information may relate to any individual, including a current, prospective, or former customer, end user or employee of any Person, and includes information in any form or media, whether paper, electronic, or otherwise.

“Petition Date” shall mean the date on which the Sellers file voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

“Post-Closing Tax Period” shall mean all taxable years or other taxable periods that end after the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period beginning after the Closing Date.

“Pre-Closing Tax Period” shall mean all taxable years or other taxable periods that end on or before the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period ending on and including the Closing Date.

“Privacy Laws” shall mean any and all applicable Laws, legal requirements and self-regulatory guidelines (including of any applicable foreign jurisdiction) relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (technical, physical or administrative), disposal, destruction, disclosure or transfer (including cross-border) of any Personal Information, including the Federal Trade Commission Act, Health Insurance Portability and Accountability Act (HIPAA), California Consumer Privacy Act (CCPA), Payment Card Industry Data Security Standard (PCI-DSS), and any and all applicable Laws relating to breach notification or marketing in connection with any Personal Information.

“Proceeding” shall mean any action, claim, complaint, arbitration, governmental investigation, prosecution, order, litigation, proceeding, or suit (whether civil, criminal, administrative, investigative, appellate, or informal) 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, or otherwise involving, any Governmental Entity or arbitrator.

“Professional Fees and Expenses” shall mean the reasonable and documented fees and expenses of professionals of Sellers and any committee appointed in the Cases pursuant to section 1102 of the Bankruptcy Code that are accrued and unpaid as of the Closing Date, whether or not included in a fee statement or fee application at such time and whether or not allowed by the Bankruptcy Court at such time.

“Purchased Assets” shall mean all right, title and interest of each of the Sellers, as of the Closing, in, to and under all of the assets, properties, interests, rights and claims of the Sellers as of the Closing (whether owned, leased, licensed, used or held for use by the Sellers), wherever situated and of whatever kind and nature, real or personal, tangible or intangible, and whether or not reflected on the books and records of the Sellers, including the assets, properties, rights and claims as of the Closing described in Section 2.1, other than the Excluded Assets.

“Real Property” shall mean Leased Real Property.

“Representative” shall mean, with respect to any Person, such Person’s officers, managers, directors, employees, agents and representatives (including any investment banker, financial advisor, accountant, legal counsel or expert retained by or acting on behalf of such Person or its Affiliates).

“Sale Order” shall mean, collectively, the Order or Orders which shall be in a form and substance acceptable to Buyer and Sellers in their sole discretion and which shall, among other things: (i) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code (A) the execution, delivery and performance by the Sellers of this Agreement, including each and every term and condition hereof, and the other instruments and agreements contemplated hereby, (B) the sale of the applicable Purchased Assets of the Sellers to Buyer free and clear of all Encumbrances and Liabilities (other than Permitted Encumbrances), on the terms set forth herein, (C) the assumption of the Assumed Liabilities of the Sellers by Buyer on the terms set forth herein and (D) effective as of the Closing, the release of Sellers from amounts due and owing under the Loan Documents up to an amount equal to the Credit Bid Amount; (ii) authorize the Sellers to assume and assign to Buyer the Assumed Contracts; (iii) find that Buyer has provided adequate assurance of future performance with respect to the Assumed Contracts to which any Seller is a party; (iv) find that Buyer is a “good faith” buyer within the meaning of section 363(m) of the Bankruptcy Code; (v) provide that neither Buyer nor any of its Affiliates or equityholders will have any derivative, successor, transferee or vicarious liability of any kind or character, whether fixed or contingent, for Liabilities of the Sellers (whether under federal or state Law or otherwise), including on account of any Taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Business prior to the Closing (except for such Taxes that constitute Assumed Liabilities); (vi) waive in all necessary jurisdictions, (A) the so-called “bulk sales,” “bulk transfer” and similar Laws, including those related to Taxes and (B) the imposition of any Taxes incurred in connection with the Transactions and the Sale Order; (vii) enjoin all Persons from commencing any proceeding or taking any action against Buyer or any of its Affiliates to recover any claim that such Person has solely against the Sellers or their Affiliates; and (viii) provide that the obligations of the Sellers

relating to Taxes, whether arising under Law, by this Agreement (except as specifically set forth in this Agreement), or otherwise, shall be fulfilled by the Sellers.

“Sellers’ Disclosure Schedules” shall have the meaning ascribed to such term in the opening paragraph of Article IV.

“Software” shall mean, collectively, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing.

“Successful Bidder” shall mean the winning bidder at the Auction.

“Tax” or “Taxes” shall mean (i) all U.S. federal, state, local, foreign and other taxes, assessments, duties or charges of any kind whatsoever, including, income, profits, gains, net worth, sales and use, *ad valorem*, gross receipts, sales, use, business and occupation, license, premium, minimum, alternative or add-on minimum, environmental, estimated, stamp, customs duties, occupation, property (real or personal), franchise, capital stock, license, excise, value added, payroll, employment, social security (or similar), escheat, unclaimed property, unemployment, transfer, severance, registration, lease, service, recording, documentary, permit or authorization, intangibles or other tax (whether payable directly or by withholding), together with any penalty, fine, addition to tax or interest on the foregoing; (ii) any liability in respect of any items described in clause (i) payable by reason of contract, assumption, transferee or successor liability, operation of Law, Treasury Regulations Section 1.1502-6(a) or any analogous or similar provision of Law (or any predecessor or successor thereof) or otherwise; and (iii) any Liability in respect of any items described in clause (i) as a result of being a “transferee” of the taxpayer or entity or a number of a related, non-arm’s length, affiliated or combined group.

“Tax Return” shall mean any return, declaration, report, claim for refund, or information return or statement (including elections, declarations, disclaimers, notices, disclosures, schedules, estimates) relating to Taxes, including any schedule or attachment thereto, and including any amendment or supplement thereof.

“Technology” shall mean all technology, formulae, algorithms, procedures, processes, methods, techniques, ideas, know-how, creations, inventions (whether patentable or unpatentable and whether or not reduced to practice), discoveries, improvements, product, servicing, business, financial and supplier information and materials, specifications, designs, models, devices, prototypes, schematics and development tools, Software, websites, recordings, graphs, drawings, reports, analyses and other writings and other tangible embodiments of any of the foregoing, in any form or media whether or not specifically listed in this definition.

“Transactions” shall mean the sale of the Purchased Assets pursuant to this Agreement and the other transactions contemplated by this Agreement.

“Transfer Tax” or “Transfer Taxes” shall mean any stamp, sales, use, transfer, conveyance, recording, registration, filing or other similar non-income Tax, fee, duty or charge imposed upon the sale, transfer or assignment of property or any interest therein or the recording thereof, and any penalty, addition to Tax or interest with respect thereto.

“Treasury Regulations” shall mean the regulations promulgated under the Code, as such regulations may be amended from time to time.

“WARN Act” shall mean the Worker Adjustment and Retraining Notification Act of 1988, as amended.

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### 1.3 Other Definitional Provisions and Rules of Interpretation.

(a) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.



(b) 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) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

(d) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall 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.”

(e) Words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(f) A reference to any Party to this Agreement shall include such Party’s successors and permitted assigns.

(g) The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”.

(h) References herein to any Law shall be deemed to refer to such Law as amended, modified, codified, reenacted, replaced, supplemented or superseded in whole or in part and in effect from time to time, including any successor legislation thereto, and also to all rules and regulations promulgated thereunder, and references to any section or other provision of a Law means that section or provision of such Law in effect from time to time and constituting the substantive amendment, modification, codification, reenactment, replacement or supplement of such section or other provision; provided that for purposes of any representation or warranty set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Law, the reference to such Law means such as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(i) All references to “\$” and dollars shall be deemed to refer to the currency of the United States of America.

(j) The provision of a table of contents, the division into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. References to the terms “Article,” “Section,” “clause,” “Schedule” and “Exhibit” are references to the Articles, Sections, clauses, Schedules and Exhibits to this Agreement unless otherwise specified.

(k) References to “days” means calendar days unless Business Days are expressly specified. 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.

(l) References to “written” or “in writing” include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)).

(m) 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.

(n) Any document or item will be deemed “delivered,” “provided” or “made available” by the Sellers, within the meaning of this Agreement if such document or item (a) is included in the Dataroom, (b) actually delivered or provided to Buyer or any of Buyer’s Representatives or (c) made available upon request, including at the Sellers’ or any of their Subsidiaries’ offices.

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

## **ARTICLE II TRANSFER OF ASSETS AND LIABILITIES**

2.1 Purchased Assets. At the Closing, and upon the terms and subject to the conditions set forth herein and in the Sale Order and, with respect to the Sellers, subject to the approval of the Bankruptcy Court pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Sellers shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from the Sellers, all of the right, title and interest of each of the Sellers, free and clear of any Encumbrances (other than Permitted Encumbrances), in, to and under, all of the Purchased Assets. The Purchased Assets shall include Sellers’ rights, titles and interests in, to and under each of the following of the Sellers:

(a) other than the Excluded Cash, (i) all cash, money orders, third-party checks, wire transfers and any other funds of the Sellers, commercial paper, marketable securities, demand deposits, reserves for Taxes, certificates of deposit and other bank deposits, deposits of any Seller with any third-party (including any vendor, manufacturer, customer, utility or landlord or other cash deposits for rent, electricity, telephone or otherwise), treasury bills, and other cash equivalents and liquid investments (in each case, net of bank overdrafts, issued but uncleared checks, wire transfers and drafts, and negative cash balances in other accounts), and (ii) the Acquired Bank Accounts;

(b) all deposits, credits, and prepaid charges and expenses from whatever source paid;

(c) all accounts receivable;

(d) all Avoidance Actions and all of the rights, claims or causes of action of the Sellers of any kind, including those available under the Bankruptcy Code, against any officer,

director, employee, manager or Affiliate of, or lender to, any Seller or any of their respective Affiliates (and the proceeds of any insurance policies related to any such rights, claims or causes of action) arising at any time prior to the Closing; provided that neither the Buyer nor any Person claiming by, through or on behalf of the Buyer (including by operation of law, sale, assignment, conveyance or otherwise) shall pursue, prosecute, litigate, institute or commence any Proceeding based on, assert, sell, convey, assign or file any Claim that relates to any rights, claims or causes of action transferred under this Section 2.1(d) against any Seller, or any officer, director, employee, manager, adviser, or other Representative of any Seller;

(e) all Claims that the Sellers may have against any Person (including Governmental Entities) for refund or credit, rebate, abatement, deposit, prepayment, or other recovery of any type, together with any refund of interest due thereon or penalty rebate arising therefrom, in each case solely with respect to Taxes accrued with respect to periods ending on or prior to the Closing Date;

(f) all royalties, advances, prepaid assets, and other current assets;

(g) all machinery, furniture, fixtures, furnishings, equipment, and other tangible personal property owned or used or held for use by the Sellers in the conduct of the Business, including all artwork, desks, chairs, tables, hardware, copiers, telephone lines and numbers, facsimile machines and other telecommunication equipment, cubicles and miscellaneous office furnishings and supplies;

(h) all rights of any Seller under or pursuant to all warranties, representations and guarantees, including those made by suppliers, manufacturers and contractors or any other third party to and for the benefit of any Seller;

(i) all current and prior insurance policies, to the extent transferable, and any proceeds therefrom, other than any directors and officers insurance policies;

(j) all Permits, including those listed on Schedule 2.1(j), to the extent transferable or assignable under Law;

(k) all Assumed Contracts;

(l) all Documents;

(m) all Acquired Intellectual Property and all of Sellers' rights to institute and pursue Proceedings against third parties for past, present and future infringement, misappropriation or dilution of any of the foregoing, or other conflict therewith, and all of the Sellers' rights to recover damages or lost profits in connection with any of the foregoing;

(n) all rights under non-disclosure or confidentiality, non-compete or non-solicitation agreements with employees and non-employee agents of any Seller or with third parties (including any non-disclosure or confidentiality, non-compete, or non-solicitation agreement entered into in connection with the Auction);

(o) any interest in any internet websites, URLs or internet domain names, and any applications and registrations pertaining thereto;

(p) any loans owed to any Seller by any current or former employee, officer or director of any Seller;

(q) the sponsorship of all Assumed Benefit Plans and all right, title and interest in any assets thereof or relating thereto;

(r) all other assets or rights of every kind and description of Sellers related to the Business, wherever located, whether real, personal or mixed, tangible or intangible; and

(s) all goodwill related to the foregoing.

2.2 Excluded Assets. Notwithstanding anything herein contained to the contrary, from and after the Closing, each Seller shall retain, and Buyer shall not purchase, such Seller's right, title and interest in and to (and the Purchased Assets shall not include any of) the following assets and properties of the Sellers (collectively, the "Excluded Assets"), all of which shall remain the exclusive property of the Sellers:

(a) any Contract other than (i) any Assumed Contract, or (ii) any Contract otherwise included as a Purchased Asset under Section 2.1(h) or Section 2.1(n) (collectively, the "Excluded Contracts");

(b) any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of the Sellers and any Related Party;

(c) any intercompany accounts receivable owed between or among the Sellers;

(d) all Claims which the Sellers may have against any Person (other than Avoidance Actions or any of the other rights, claims or causes of action described in Section 2.1(d)), including (i) 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, arising out of or relating to events occurring on or prior to the Closing Date, and (ii) all claims that any of Sellers may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities;

(e) all rights of the Sellers under this Agreement and the agreements and instruments delivered to the Sellers by Buyer pursuant to this Agreement;

(f) all Documents (i) to the extent they relate to any of the Excluded Assets or Excluded Liabilities (including information stored on the computer systems, data networks or servers of any Seller); (ii) that are minute books, organizational documents, stock registers and such other books and records of any Seller as pertaining to ownership, organization or existence of such Seller, Tax Returns (and any related work papers), 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, to the extent not prohibited by applicable Law, Buyer shall have the right to make copies of any portions or all of such Documents;

(g) the Sellers' directors and officers liability insurance policies, if any, and all rights and benefits of any nature of Sellers with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(h) all Equity Interests of the Sellers and CreditCo Limited, wholly-owned subsidiary of Credit Repair UK;

(i) all assets owned or used by the Sellers that are specifically identified in Schedule 2.2(i);

(j) every asset of Sellers that would otherwise constitute a Purchased 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) at the direction of the Bankruptcy Court or (ii) as permitted by the terms of the DIP Documents;

(k) all deposits, credits, prepaid charges and expenses, and other similar amounts, to the extent related to any Excluded Liability;

(l) all Permits other than those set forth in Section 2.1(j);

(m) the sponsorship of all Benefit Plans that are not Assumed Benefit Plans and all right, title and interest in any assets thereof or relating thereto; and

(n) the Excluded Cash.

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement and the Sale Order, and subject to the exclusions set forth in Section 2.4 (and in the event of any conflict between the exclusions set forth in Section 2.4 and the provisions of this Section 2.3, the exclusions set forth in Section 2.4 shall prevail), as partial consideration for the Purchased Assets, Buyer shall, on and after the Closing, assume only the following Liabilities of the Sellers (the "Assumed Liabilities"):

(a) all Liabilities under the Assumed Contracts to the extent that any such Liabilities under such Assumed Contracts: (i) arise out of or relate to events, occurrences, acts or omissions occurring solely after the Closing Date, (ii) do not arise from a breach, violation or default of such Assumed Contract by any Seller prior to the Closing; and (iii) are not required to be performed prior to the Closing;

(b) all Liabilities relating to Buyer's ownership or operation of the Purchased Assets to the extent arising out of or relating to events, occurrences, acts or omissions occurring solely after the Closing Date;

(c) all Cure Amounts (the "Assumed Cure Amounts");

(d) all accrued and unpaid Administrative Expenses incurred by Sellers prior to the Closing Date (other than Professional Fees and Expenses) and those listed on Schedule 2.3(d), not to exceed \$9,900,000 in the aggregate;

(e) all current Liabilities, including all accounts payable and trade payables existing on the Closing Date (including, for the avoidance of doubt, (i) invoiced accounts payable and (ii) accrued but uninvoiced accounts payable) of Sellers;

(f) ~~all~~ Liabilities in respect of wages and other compensation of Business Employees for the last pay periods prior to immediately preceding the Closing Date};

(g) all Liabilities of Sellers under the employment agreements set forth on Schedule 2.3(g) (the “Key Employee Agreements”);

(h) all Liabilities relating to Transferred Employees accruing on or after the Closing Date;

(i) all Liabilities relating to Transferred Employees’ vacation and other paid time off to the extent set forth in Section 6.6(c);

(j) ~~all~~ Liabilities with respect to the Benefit Plans listed on Schedule 2.3(j) (the “Assumed Benefit Plans”});

(k) all Liabilities for Transfer Taxes pursuant to Section 6.10(a); and

(l) those Tax Liabilities specifically set forth on Schedule 2.3(l).

2.4 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, Buyer shall not assume, and shall not be deemed to have assumed, and the Sellers shall be solely and exclusively liable with respect to, all Liabilities of any Seller or any of its Affiliates or any of their respective predecessors other than the Assumed Liabilities (collectively, the “Excluded Liabilities”). For the avoidance of doubt, and without limiting the foregoing, Buyer shall not be obligated to assume, nor assumes, and Buyer hereby disclaims, all of the Excluded Liabilities, including all of the following Liabilities of any Seller or any of its Affiliates (or any of their respective predecessors) (each of which shall constitute an Excluded Liability hereunder):

(a) any Liability for (i) Taxes of any Seller for any taxable period and (ii) Pre-Closing Taxes, including, for the avoidance of doubt, any employment Taxes the payment of which was deferred under the Coronavirus Aid, Relief, and Economic Security (CARES) Act;

(b) any Claim in connection with or arising from or relating to any Excluded Asset, including any Taxes associated therewith;

(c) all Cure Amounts other than the Assumed Cure Amounts;

(d) any fees, costs and expenses (including legal fees and accounting fees) incurred by any Seller in connection with the Cases or the Transactions, including all fees, costs and expenses incurred in connection with or by virtue of (i) the negotiation, preparation and

review of this Agreement and all agreements ancillary or related hereto, (ii) the preparation and submission of any filing or notice required to be made or given in connection with the Transactions, and the obtaining of any consent required to be obtained in connection with the Transactions, (iii) the negotiation, preparing and review of the DIP Documents and (iv) any Alternate Transaction;

(e) any Liabilities arising under or pursuant to labor Laws;

(f) any Liabilities relating to the Transferred Employees arising prior to the Closing Date (other than those expressly set forth in Section 2.3 or Section 6.6(c)), and any Liabilities relating to all other current or former employees, directors, consultants and other individual service providers of the Sellers or their Affiliates who are not Transferred Employees arising at any time, in each case, including any severance, termination or payment in lieu of notice Liability, and any other Liability arising under or out of any Law or Contract in connection with such Person's employment, service or Contract with, or the termination of such Person's employment, service or Contract with, any Seller or its Affiliates;

(g) any Liabilities of the Sellers and their respective ERISA Affiliates with respect to any Benefit Plan or other compensation or benefit plan, program, policy, agreement or arrangement of the Sellers, other than with respect to any Assumed Benefit Plan, including any health, welfare, retirement, pension or profit sharing Liability, deferred compensation Liability, equity or equity-based incentive compensation Liability, any Liability under any employment agreements or offer letters, or any penalties, fines or other expenses resulting from any compliance issue with any Benefit Plan or Law, other than those Liabilities expressly assumed pursuant to Section 2.3(h) and Section 2.3(i) or Section 6.6;

(h) any Liability of any Seller arising out of this Agreement or any agreement ancillary or related hereto;

(i) any Liabilities arising out of or relating to the Business, the Purchased Assets or the ownership, operation or conduct thereof prior to the Closing;

(j) any Liabilities for accrued expenses and accounts payable of the Business;

(k) any Liabilities arising as a result of any Proceeding, whether initiated prior to or following the Closing, to the extent related to the Business or the Purchased Assets, including any actions for breach of contract, violations of or non-compliance with Law (including Consumer Financial Laws), Product Liability or any tort actions;

(l) any Liabilities arising as a result of any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of the Sellers and any Related Party (other than those Liabilities expressly assumed pursuant to Section 2.3(a)) and all intercompany payables owed from one Seller to any other Seller; and

(m) any Liabilities (i) existing prior to the filing of the Cases that are subject to compromise under the Bankruptcy Code or other applicable Law and (ii) to the extent not

otherwise expressly assumed herein, incurred subsequent to the filing of the Cases and prior to the Closing;

provided that in the event of any conflict between the terms of Section 2.3 and this Section 2.4, the terms of Section 2.3 will control.

## 2.5 Assumption and Assignment of Assumed Contracts.

(a) Schedule 2.5(a) sets forth a list of the executory Contracts to which one or more Sellers is a party, together with estimated Cure Amounts for each Assumed Contract (the “Available Contracts”), which Schedule 2.5(a) may be updated from time to time prior to the date that is fifteen (15) days following the Agreement Date to add any Contracts inadvertently excluded from such schedule. By the date that is two (2) Business Days prior to the Closing (such date, the “Determination Date”), Buyer shall designate in writing (each such writing, a “Designation Notice”) which Available Contracts from Schedule 2.5(a) Buyer wishes for Sellers to assume and assign to Buyer at the Closing (such Contracts, together with the Key Employee Agreements, the “Assumed Contracts”). Buyer shall have the right to amend a Designation Notice in any respect at any time prior to the Determination Date. All Contracts of the Sellers that are listed on Schedule 2.5(a) and which Buyer does not designate in writing pursuant to a Designation Notice for assumption shall not constitute Assumed Contracts or Purchased Assets and shall automatically be deemed Excluded Assets; provided, however, that if an Available Contract is subject to a Cure Amount dispute or other dispute as to the assumption or assignment of such Available Contract that has not been resolved to the mutual satisfaction of Buyer and the Sellers prior to the Determination Date, then the Determination Date shall be extended (but only with respect to such Available Contract) to no later than the earlier of (A) the date on which such dispute has been resolved to the mutual satisfaction of Buyer and the Sellers, (B) the date on which such Available Contract is deemed rejected by operation of section 365 of the Bankruptcy Code and (C) the date upon which such dispute is finally determined by the Bankruptcy Court (the “Extended Contract Period”). If a Designation Notice with respect to such Available Contract is not delivered by Buyer in writing by the date which is three (3) Business Days following the expiration of such Extended Contract Period, such Available Contract shall be automatically deemed an Excluded Asset. For the avoidance of doubt, except as set forth in Section 2.3, Buyer shall not assume or otherwise have any Liability with respect to any Excluded Asset. At Buyer’s reasonable request, the Sellers shall make reasonably available to Buyer the appropriate employees of the Sellers necessary to discuss the outstanding Available Contracts. Notwithstanding the foregoing, for the avoidance of doubt, the Key Employee Agreements shall, in any event, be Assumed Contracts.

(b) In the event that (i) Buyer’s exercise of its right to designate (or not designate) an Available Contract as an Assumed Contract pursuant to Section 2.5(a) causes any Available Contract or other asset to be an Excluded Asset, (ii) any extension of the Determination Date with respect to any Available Contract occurs as a result of any Cure Amount dispute or other dispute, (iii) any cost or expense to Sellers arises in connection with a Benefit Plan that is not an Assumed Benefit Plan, or (iv) Buyer elects to close notwithstanding an unrepaired or unrestored loss to a Purchased Asset as contemplated in the last sentence of Section 10.5, in each case of clauses (i) through (iv), there results an increase in the Wind Down Amount, or any increase in an amount of a category of expenses set forth in the Wind Down



Budget (an “Increase”), then the Wind Down Budget may be increased, in accordance with the terms of the DIP Orders, on a dollar-for-dollar basis to the extent, as of the Closing Date, the Sellers have capital in excess of the amount set forth in the then-Approved Budget; provided, however, that in no event shall the Wind Down Budget exceed \$3,000,000. If Buyer in good faith disputes in writing the amount of such estimated Increase, the Parties will use reasonable efforts to promptly resolve such dispute or, if such dispute cannot be promptly resolved, then seek resolution from the Bankruptcy Court. Buyer will promptly fund any undisputed Increase within five (5) Business Days after (y) receipt of a written estimate of the Increase which includes reasonable detail supporting the proposed Increase or (z) if later, resolution of such dispute.

(c) The Sellers shall use commercially reasonable efforts to take all actions required by the Bankruptcy Court to obtain an Order (which may be the Sale Order) containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code.

(d) At the Closing, the Sellers shall, pursuant to the Sale Order and the Bill of Sale and Assignment and Assumption Agreement, assume and assign, or cause to be assigned, to Buyer, each of the Assumed Contracts that is capable of being assumed and assigned as of such date.

(e) Buyer will cooperate with the Sellers in communicating with third parties to Available Contracts as may be reasonably necessary to assist the Sellers in establishing that Buyer has satisfied the requirement of adequate assurance of future performance contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the applicable Available Contracts.

(f) In the event Sellers are unable to assign any such Assumed Contract to Buyer without the consent of another Person, then the Parties shall use their commercially reasonable efforts to obtain, and to cooperate in obtaining, all required consents necessary to assume and assign such Assumed Contracts to Buyer.

(g) As soon as practicable after the Agreement Date (and in no event later than three (3) Business Days after entry of the Bidding Procedures Order), the Sellers shall file a list of the Available Contracts (the “Assumption Notice”) with the Bankruptcy Court and shall serve such Assumption Notice via first class mail on each counterparty to an Available Contract listed thereon. The Assumption Notice shall identify all Available Contracts and set forth a good faith estimate of the amount of the Cure Amounts applicable to each such Contract.

(h) Not later than one (1) Business Day following the Determination Date, Sellers shall file with the Bankruptcy Court an amended and restated Assumption Notice, which notice shall set forth only the Assumed Contracts (and exclude all other Available Contracts).

(i) On the Closing Date, with respect to Cure Amounts not disputed as of the Closing Date, the Sellers shall pay all Cure Amounts (other than the Assumed Cure Amounts, which shall be paid by Buyer) in accordance with the Approved Budget to the applicable counterparty and Buyer shall have no Liability therefor. With respect to Cure Amounts that are

disputed as of the Closing Date, the Parties shall cooperate and diligently pursue resolution of such disputes. Upon the resolution of any disputed Cure Amount following the Closing, the Sellers shall pay such Cure Amount (other than the Assumed Cure Amounts, which shall be paid by Buyer) promptly, and in no event later than two (2) Business Days following such resolution.

(j) Upon payment by Buyer of the Assumed Cure Amounts and by the Sellers of all Cure Amounts other than the Assumed Cure Amounts, all defaults under the Assumed Contracts (monetary or otherwise) and all actual or pecuniary losses that have or may have resulted from such defaults shall be deemed cured, including any Tax, rental obligation, common area maintenance, percentage rent, base rent or utility payments, whether or not such obligation became due, or accrued, after the effective date of the assignment of such Assumed Contracts, as the case may be.

(k) Notwithstanding anything in this Agreement to the contrary, from and after the date hereof through the Closing, the Sellers will not reject or take any action (or fail to take any action that would result in rejection by operation of Law) to reject, repudiate or disclaim any Contract without the prior written consent of Buyer.

(l) Previously Omitted Contracts.

(i) If prior to or following the date which is thirty (30) days following the Agreement Date, it is discovered by any Party that a Contract should have been listed on Schedule 2.5(a) but was not listed on Schedule 2.5(a) and has not been rejected by the Sellers (any such Contract, a “Previously Omitted Contract”), the discovering Party shall, promptly following the discovery thereof (but in no event later than two (2) Business Days following the discovery thereof), notify the other Parties in writing of such Previously Omitted Contract and then the Sellers shall, promptly following such notification (but in no event later than two (2) Business Days following such notification), notify Buyer of Sellers’ good faith estimate of all Cure Amounts (if any) for such Previously Omitted Contract. Buyer may thereafter deliver a Designation Notice to Sellers, no later than the earlier of (x) the Determination Date or the expiration of the Extended Contract Period, as applicable, and (y) five (5) Business Days following notification of such Previously Omitted Contract from the Seller with respect to such Previously Omitted Contract and, if such Designation notice is so delivered, such contract shall be an Assumed Contract under this Agreement. All Previously Omitted Contracts with respect to which Buyer fails to timely deliver a Designation Notice, shall be an Excluded Asset.

(ii) If Buyer delivers a Designation Notice in accordance with Section 2.5(l)(i), the Sellers shall serve a notice (the “Previously Omitted Contract Notice”) on the counterparties to such Previously Omitted Contract notifying such counterparties of the Cure Amounts with respect to such Previously Omitted Contract and the Sellers’ intention to assume and assign such Previously Omitted Contract in accordance with this Section 2.5. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with fourteen (14) days to object, in writing to the Sellers and Buyer, to the Cure Amounts or the assumption of its Contract. If the counterparties, the Sellers and Buyer are unable to reach a consensual resolution with

respect to the objection, the Sellers shall seek an expedited hearing before the Bankruptcy Court to determine the Cure Amounts and approve the assumption. If no objection is served on the Sellers and Buyer, the Sellers shall obtain an order of the Bankruptcy Court fixing the Cure Amounts and approving the assumption of the Previously Omitted Contract. Sellers shall be responsible for all Cure Amounts relating to such Previously Omitted Contracts and for any obligations or Liabilities relating to such Previously Omitted Contracts arising during the Extended Contract Period.

### ARTICLE III CLOSING AND PURCHASE PRICE

#### 3.1 Closing; Transfer of Possession; Certain Deliveries.

(a) Unless this Agreement shall have been terminated and the Transactions shall have been abandoned pursuant to Article IX, the Closing shall take place at 10:00 a.m. (prevailing Eastern Time) on the date (the “Closing Date”) that is two (2) Business Days after all the conditions set forth in Article VIII shall have been satisfied or waived (excluding, but subject to the satisfaction or waiver of, conditions that, by their nature, are to be satisfied at the Closing), or such other time or date as agreed to in writing by the Parties. The Closing shall take place by telephone or video conference and electronic exchange of documents, unless otherwise mutually agreed to by the Parties. The Closing shall be effective as of 12:01 a.m. (prevailing Eastern Time) on the Closing Date.

(b) At the Closing, the Sellers shall deliver, or shall cause to be delivered, to Buyer the following:

(i) a counterpart to the Bill of Sale and Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C (the “Bill of Sale and Assignment and Assumption Agreement”), duly executed by each Seller;

(ii) one (1) or more assignments of the Owned Intellectual Property, in a form reasonably acceptable to Buyer and the Sellers, duly executed by the applicable Seller(s);

(iii) a certificate of a duly authorized officer of each Seller dated the Closing Date certifying as to the matters set forth in Section 8.1(a), Section 8.1(b) and Section 8.1(e);

(iv) terminations and/or assignments of the Leases, in each case, as reasonably requested by Buyer with respect to the Real Property;

(v) a certification of non-foreign status from each of the Sellers, duly completed and executed in compliance with Treasury Regulation Section 1.1445-2(b); and

(vi) such other closing instruments and certificates as may be reasonably requested by Buyer, in each case in form and substance reasonably acceptable to Buyer and Sellers.

(c) At the Closing, Buyer shall deliver, or shall cause to be delivered to the Sellers, the following:

(i) a counterpart to the Bill of Sale and Assignment and Assumption Agreement, duly executed by Buyer;

(ii) a certificate of a duly authorized officer of Buyer dated the Closing Date, certifying as to the matters set forth in Section 8.2(a) and Section 8.2(b); and

(iii) such other closing instruments and certificates as may be reasonably requested by the Sellers, in each case, in form and substance reasonably acceptable to the Sellers and Buyer.

### 3.2 Purchase Price; Related Matters.

(a) Purchase Price. The aggregate consideration for the Purchased Assets shall be no less than \$[257,488,673.27] and shall consist of the following (collectively, the “Purchase Price”): (i) a credit bid equal to (A) all obligations under the DIP Facility and (B) not less than \$[237,563,673.27] of the obligations under the Prepetition First Lien Financing Agreement (the “Credit Bid Amount”); *plus* (ii) the assumption by Buyer of the Assumed Liabilities. The portion of the Purchase Price payable under clause (i) shall be paid by means of discharging Sellers, and Sellers shall be deemed to be discharged, from the obligation to repay the total amounts due and owing under the Credit Documents as of the Closing Date. In no event shall the Credit Bid Amount be payable by Buyer in cash.

(b) Bulk Sales Laws. Buyer acknowledges that Sellers will not comply with the provisions of any “bulk-transfer” Laws of any jurisdiction in connection with the sale and transfer of the Purchased Assets and Buyer hereby waives all Claims related to the non-compliance therewith. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets of the Sellers shall be free and clear of any Encumbrances, other than Permitted Encumbrances, in each case pursuant to the Bankruptcy Code, whether arising prior to or subsequent to the Petition Date, including any Encumbrances or claims arising out of the “bulk-transfer” Laws.

3.3 Allocation of Purchase Price. Sellers and Buyer agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) in accordance with the allocation methodology set forth in Schedule 3.3 attached hereto. Within ninety (90) days following the Closing Date, Buyer will provide to Sellers an Allocation Schedule prepared in accordance with such allocation methodology. Buyer and Sellers shall file all applicable Tax Returns (including Form 8594, any amended Tax Returns, and any claims for refund) consistent with the Allocation Schedule and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any taxing authority or any other proceedings) absent a contrary “determination” (within the meaning of Section 1313(a) of the Code).

3.4 Withholding. Buyer or any other paying agent (as applicable) shall be entitled to deduct and withhold from the amounts payable under this Agreement such amounts as may be required to be deducted and withheld under the Code and any other applicable Tax Laws. Any

such withheld amount shall be treated as though it had been paid to the Person in respect of which such withholding was required.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLERS**

Except as set forth in the Schedules delivered to Buyer in connection with this Agreement (the “Sellers’ Disclosure Schedules”) and subject to Section 10.19, each of the Sellers hereby jointly and severally makes the following representations and warranties to Buyer with respect to itself and each other Seller as of the Agreement Date:

4.1 Organization and Good Standing. Each Seller (a) is an entity duly formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation, and (b) subject to any limitations that may be imposed on such Seller as a result of filing a petition for relief under the Bankruptcy Code, has full organizational power and authority to own, lease and operate its properties, to perform all of its obligations under the Available Contracts, and carry on the Business as it is now being conducted.

4.2 Power and Authority. Subject to entry and effectiveness of the Sale Order in respect of the Sellers, each Seller has the requisite organizational power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement by each Seller and, subject to the approval of this Agreement by the Bankruptcy Court, the consummation by each Seller of the Transactions and the performance of each Seller’s obligations hereunder have been duly authorized by all requisite organizational action on the part of each Seller. This Agreement has been duly executed and delivered by each Seller and (assuming the due and valid authorization, execution and delivery thereof by Buyer), following the approval of this Agreement and the Transactions by the Bankruptcy Court pursuant to the Sale Order, will constitute the legal, valid and binding obligation of each Seller, enforceable against each Seller in accordance with its 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”). Each Seller has the requisite organizational power to operate its business with respect to the Purchased Assets that it owns as now conducted and is duly qualified as a foreign entity to do business, and to the extent legally applicable, is in good standing, with respect to the Business, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or in good standing has not had a Material Adverse Effect.

4.3 Litigation. Except as set forth on Schedule 4.3, as of the date of this Agreement, there are no outstanding Orders or Proceedings pending, or, to the Knowledge of the Sellers, threatened against any Seller relating to the ownership or use of the Purchased Assets or conduct of the Business by the Sellers or otherwise materially affecting the Purchased Assets or the Business.

4.4 No Contravention. Subject to the entry and effectiveness of the Sale Order by the Bankruptcy Court, and except as set forth on Schedule 4.4, neither the execution and delivery of this Agreement and compliance by the Sellers with any provisions hereof, nor the consummation of the Transactions, will (a) violate or conflict with any provision of any Seller's Organizational Documents, (b) with or without the giving of notice or the lapse of time or both violate, or result in a breach of, or constitute a default under, or conflict with, or accelerate the performance required by, any of the terms of any Available Contract or Lease, (c) violate or conflict with any Order, or any Law or Permit that is required to be discharged prior to Closing applicable to the Sellers, or (d) result in the creation of any Encumbrance upon any of the Purchased Assets (other than a Permitted Encumbrance); except, in the case of above clauses (b), (c), and (d), for compliance with the applicable requirements of the HSR Act or other Antitrust Laws if required, or as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as a whole.

4.5 Consents and Approvals. Except (a) to the extent excused or made unenforceable as a result of the filing of the Cases, (b) to the extent not required if the Sale Order is entered, or (c) as set forth on Schedule 4.5, the execution, delivery and performance by each Seller of this Agreement and the Transactions, and the legality, validity, binding effect or enforceability of this Agreement and any agreements contemplated hereby, do not require any consents, waivers, authorizations or approvals of, or filings with, any (i) Governmental Entities or (ii) other third Persons, except with respect to clause (ii) as would not reasonably be expected to have a Material Adverse Effect, or, with respect to clause (i), for any filings required to be made under the HSR Act or any applicable Antitrust Laws, or as would not reasonably be expected to be material to the Business, taken as a whole.

4.6 Title to Purchased Assets; Sufficiency.

(a) Sellers have, and subject to the entry and effectiveness of the Sale Order in respect of the Purchased Assets, at the Closing, Buyer will have, good and valid title to each of the Purchased Assets (except for those Purchased Assets that are leased or licensed to any Seller, as to which any Seller has, and at the Closing, Buyer will have, valid licensed or leasehold interests), free and clear of any Encumbrances, other than (i) Permitted Encumbrances, (ii) liens or other Encumbrances upon Buyer's assets, if any, securing any loan made directly to Buyer or expressly assumed by Buyer as of the Closing Date, (iii) as subject to Section 2.5, or (iv) the Enforceability Exceptions.

(b) Other than the Excluded Assets, the Purchased Assets constitute all of the assets used in or held for use in the Business by Sellers and are sufficient for Buyer to conduct the Business from and after the Closing Date without interruption and in the Ordinary Course of Business as it has been conducted by the Sellers prior to the Closing Date, in each case, except as would not be material to the Business taken as a whole.

4.7 Validity of Available Contracts. As of the date of this Agreement, subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction any applicable Cure Amounts) and except (i) as a result of the commencement of the Cases, and (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated,

or replaced: (a) each Available Contract is a legal, valid and binding obligation of the Seller that is a party thereto, and is enforceable against such Seller in accordance with its terms and, to the Knowledge of the Sellers, is a legal, valid and binding obligation of each other party to such Contract and is enforceable against such other party thereto in accordance with its terms, subject to the Enforceability Exceptions, (b) no Seller that is a party to any Available Contract, or any other party to an Available Contract is in default or breach of an Available Contract, (c) to the Knowledge of the Sellers, during the twelve (12) months preceding the date hereof, no other party to any Available Contract has materially breached such Contract, (d) to the Knowledge of the Sellers, there does not exist any event, condition or omission that would constitute a material default or breach (or event which, with the giving of notice or lapse of time or both would become such a default or breach) under any Available Contract, (e) to the Knowledge of Sellers, no Seller that is a party to any Available Contract has received any written notice of termination or cancellation with respect to any Available Contract, and (f) with respect to the Assumed Contracts, upon entry of the Sale Order and payment of the Cure Amounts, each Seller will not be in breach or default of its obligations thereunder, except, in each case, as would not reasonably be expected to be material to the Sellers or the Business, taken as a whole.

4.8 Intellectual Property. Schedule 4.8 sets forth a correct and complete list of all Owned Intellectual Property and Licensed Intellectual Property. Sellers own all right, title and interest in, or have the right to use, pursuant to a license or otherwise, all Intellectual Property required to operate the Business as presently conducted, in each case, (i) free and clear of any Encumbrances except Permitted Encumbrances, and (ii) other than non-exclusive licenses of, or covenants with respect to, Intellectual Property granted in the Ordinary Course of Business. As of the date of this Agreement, (i) there are no pending, and Sellers have not received, since December 31, 2021, any written notice of any actual or threatened Proceedings alleging a violation, misappropriation or infringement of the Intellectual Property of any other Person by Sellers except for any of the foregoing that have since been resolved, (ii) to the Knowledge of Sellers, the operation of the Business as currently conducted does not violate, misappropriate or infringe the Intellectual Property of any other Person, and (iii) to the Knowledge of Sellers, no other Person has violated, misappropriated or infringed any Intellectual Property of the Sellers.

4.9 Employee Benefits.

(a) Schedule 4.9(a) lists all Benefit Plans.

(b) True, correct and complete copies of the following documents, with respect to each of the Benefit Plans, have been made available to Buyer: (i) any plan documents and all material amendments thereto, (ii) the most recent Form 5500, if applicable, and (iii) the most recent summary plan descriptions (including letters or other documents updating such descriptions).

(c) Each Benefit Plan is in material compliance with all applicable Laws, including ERISA and the Code.

(d) Each Benefit Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination or opinion letter to that effect from the

IRS and, to the Knowledge of Sellers, no event has occurred since the date of such determination or opinion that would reasonably be expected to adversely affect such determination or opinion.

(e) To the Knowledge of Sellers, no condition exists that is reasonably likely to subject Sellers to any direct or indirect liability under Title IV of ERISA.

(f) No Proceeding (other than routine claims for benefits in the Ordinary Course of Business) are pending or, to the Knowledge of Sellers, threatened with respect to any Benefit Plan.

#### 4.10 Labor Matters.

(a) Schedule 4.10(a) sets forth a complete list of all Business Employees and, based on the Sellers' records as of the Agreement Date, correctly reflects, with respect to each individual, as applicable: (i) date of hire; (ii) job title; (iii) hourly pay rate or annual salary; (iv) exempt versus non-exempt status (as applicable); (v) accrued paid time off balance; and (vi) to the extent known, leave of absence status.

(b) None of the Sellers is a party to any labor or collective bargaining agreement and there are no labor or collective bargaining agreements which pertain to any Business Employees, and no such agreements are being negotiated as of the date of this Agreement. No Business Employees are represented by a labor or trade union or works council, no labor organization or group of Business Employees has made a pending demand for recognition, and there are no representation proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of the Sellers, threatened to be brought or filed, with the U.S. National Labor Relations Board with respect to the Business. There is no organizing activity pending or, to the Knowledge of the Sellers, threatened by any labor organization with respect to the Business Employees.

(c) There is (i) no unfair labor practice complaint with respect to the Business pending against any Seller or, to the Knowledge of the Sellers, threatened against them, before the U.S. National Labor Relations Board, and (ii) no strike, labor dispute, slowdown or stoppage pending against any Seller or, to the Knowledge of the Sellers, threatened against them.

(d) No equal employment opportunity charges or other claims of employment discrimination are pending or, to the Knowledge of the Sellers, threatened against them. There is no wage and hour department investigation with respect to any Seller or the Business pending or, to the Knowledge of Sellers, threatened against them, whether internally or by any Governmental Entity in connection with the employment, engagement, compensation, or service of any current or former employee, consultant or contractor.

(e) The Sellers have not taken any actions relating to the Business at any single site of employment in the ninety (90)-day period prior to the Closing Date that would, individually or in the aggregate, constitute a "mass layoff" or "plant closing" within the meaning of the WARN Act, or any similar applicable Law.

4.11 Conduct of Business. Except as set forth on Schedule 4.11, and except for the Cases, the DIP Documents, all negotiation and preparation therefor, and the negotiation,



execution, delivery and performance of this Agreement, from January 1, 2023 to the Agreement Date, (a) the Business has been conducted in the Ordinary Course of Business consistent with past practice, (b) the Sellers have owned and operated the Purchased Assets in the Ordinary Course of Business consistent with past practice, and (c) there has been no Material Adverse Effect.

#### 4.12 Compliance with Laws; Permits.

(a) Except as disclosed on Schedule 4.12(a), the Sellers are conducting, and to the Knowledge of Sellers have conducted since January 1, 2023, the Business and Purchased Assets in compliance, in all material respects, with all applicable Laws, notices, approvals and Orders. Except as disclosed on Schedule 4.12(a), to the Knowledge of the Sellers, (i) each Seller is not in material breach of any Law, notice, approval or order applicable to it or the Business, and (ii) there are no facts or circumstances which could form the basis for any such material breach. None of the Sellers has received, since January 1, 2023, any written notice or other communication that alleges that the Business is not in compliance in any material respect with any Law, Order or Permit applicable to the Business or the Purchased Assets or any written notice or communication regarding any deficiencies in any material respect in the compliance practices, procedures, methodologies or methods of the Business or its employees or internal compliance controls, including any complaint, allegation, assertion or claim that the Business or its employees has engaged in illegal practices.

(b) The Sellers have all material Permits which are required for the lawful operation of the Business as presently conducted and the ownership and operation of the Purchased Assets, and each such Permit is valid, binding and in full force and effect, in each case except as would not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 4.12(b), to the Knowledge of Sellers, none of the Sellers are or has been in material default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any Permit to which it is a party.

4.13 Financial Statements. The Sellers have delivered to Buyer (a) audited consolidated balance sheet of the Business dated as of December 31, 2021 and the audited consolidated statements of operations and income, shareholders' equity and cash flow of the Business for the year then ended (the "Audited Financial Statements"), and (b) the unaudited consolidated balance sheets of the Business dated as of May 31, 2023 (the "Balance Sheets") and the unaudited consolidated statements of operations and income, shareholders' equity and cash flow of the Business for the year ended December 31, 2022 and the four (4) month period ended April 30, 2023, respectively (the "Interim Financial Statements" and together with the Audited Financial Statements, the "Financial Statements"). Except as set forth on Schedule 4.13, the Financial Statements present fairly in all material respects the consolidated financial position, results of operations and cash flows of each of the Sellers on the basis stated therein as of the dates and for the applicable periods stated therein, subject, in the case of the Interim Financial Statements, to normal year-end audit adjustments and the absence of related notes.]

4.14 Financial Advisors. Except as set forth on Schedule 4.14, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for any in connection with the

Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

4.15 Absence of Undisclosed Liabilities. Except as set forth on Schedule 4.15, there are no Liabilities of any of the Sellers, or otherwise related to the Business, of any nature, whether accrued, contingent, absolute, known or otherwise, in each case, required by GAAP to be reflected or reserved against on a balance sheet of each of the Sellers, or of the Business, prepared in accordance with GAAP or the notes thereto, other than: (a) Liabilities as and to the extent reflected or reserved against in the Financial Statements, (b) Liabilities incurred since January 1, 2023 in the Ordinary Course of Business, or (c) Liabilities that would not reasonably be expected to be material to the Business taken as a whole.

4.16 Tax Matters.

(a) Except as set forth in Schedule 4.16(a), the Sellers have timely filed (taking into account any valid extensions of time to file) all income and other material Tax Returns which are required to be filed by the Sellers, all such Tax Returns are true, correct and complete in all material respects, and all Taxes due and payable by the Sellers prior to the date hereof have been timely and fully paid.

(b) Except as set forth on Schedule 4.16(b), there are no liens for Taxes upon the Purchased Assets other than for Permitted Encumbrances.

(c) Except as set forth on Schedule 4.16(c), to the Knowledge of Sellers, the Sellers have complied in all material respects with all applicable Laws relating to the withholding, collection and payment of Taxes and have duly and timely withheld, collected and paid over to the appropriate Governmental Entity all amounts required to be so withheld, collected and paid under all applicable Laws.

(d) The Sellers have not received any notice in writing from any taxing authority or Governmental Entity asserting that any Seller may be subject to Tax in any jurisdiction in which any Seller does not file Tax Returns.

(e) No action, suit, proceeding or audit is pending against or with respect to the Sellers regarding Taxes.

(f) The Sellers have not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, other than any waiver or exclusion which has expired.

(g) None of the Purchased Assets is an interest (other than indebtedness within the meaning of Section 163 of the Code) in an entity taxable as a corporation, partnership, trust or real estate mortgage investment conduit for U.S. federal income tax purposes.

4.17 Condition and Suitability of Purchased Assets. There has been no condemnation, seizure, damage, destruction or other casualty loss (whether or not covered by insurance) affecting any of the Purchased Assets or the Business in any material respect which has not subsequently been completely repaired, replaced or restored. There are no pending or, to the

Knowledge of Sellers, threatened or contemplated condemnation proceedings affecting the Business, any of the Purchased Assets (or any portion thereof), or of any sale or other disposition of the Business or any of the Purchased Assets (or any portion thereof) in lieu of condemnation except as would not reasonably be expected to have a Material Adverse Effect.

4.18 Related Party Transactions.

(a) To the Knowledge of the Sellers, no Seller, executive officer, director, member, manager, equityholder or Affiliate of a Seller nor any individual who is a lineal descendant, sibling, parent or spouse of any such Person (each, a “Related Party”) is a party to any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of the Sellers or the Purchased Assets or has any interest in any asset (each, a “Related Party Transaction”) other than as set forth on Schedule 4.18(a). Except as set forth on Schedule 4.18(a), no Seller has made any payments to or on behalf of any Related Party (including by exercise of set-off rights, cancellation of intercompany indebtedness, or otherwise).

(b) Except as disclosed on Schedule 4.18(b), to the Knowledge of Sellers, no Related Party will, immediately following the Closing, hold any asset (tangible or intangible), property, right, claim, cause of action (including any counterclaim) or defense used in or related to the Business.

4.19 Disclaimer of Other Representations and Warranties. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Sellers’ Disclosure Schedules hereto), no Seller, nor any other Person, makes, and Buyer and the Buyer Group have not relied, are not relying, and will not rely on, any representation and warranty, express or implied, in respect of such Seller, the Purchased Assets, the Business or the Assumed Liabilities, and any such other representations or warranties, express or implied, are hereby expressly disclaimed.

**ARTICLE V  
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to the Sellers as follows:

5.1 Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation, and has full power and authority to own, lease and operate its properties and carry on its business as it is now being conducted.

5.2 Power and Authority. Buyer has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the Transactions and the performance of Buyer’s obligations hereunder have been duly authorized by all requisite company action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes (assuming the due and valid authorization, execution and delivery thereof by the other parties thereto and the entry of approval of this Agreement and the Transactions by the Bankruptcy

Court pursuant to the Sale Order) the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

5.3 No Contravention. Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (a) violate or conflict with any provision of Buyer's Organizational Documents, or (b) violate or conflict with any Order, Governmental Entity or arbitrator, or any Law applicable to Buyer; other than, in the case of clause (b), compliance with the applicable requirements of the HSR Act or other Antitrust Laws if required.

5.4 Consents and Approvals. Except for (a) entry of the Sale Order, and (b) any consents or approvals as are reflected on Schedule 5.4, the execution, delivery and performance by Buyer of this Agreement and the Transactions, and the legality, validity, binding effect or enforceability of this Agreement and any agreements contemplated hereby, do not require any consents, waivers, authorizations or approvals of, or filings with, any third Persons or Governmental Entities, other than any filings required to be made under the HSR Act or applicable Antitrust Laws.

5.5 Litigation. There are no Proceedings pending or, to the knowledge of Buyer, threatened, that would reasonably be expected to adversely affect the ability of Buyer to consummate the Transactions in any material respect.

5.6 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer in connection with the Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

5.7 Sufficient Funds; Adequate Assurances. Buyer has or will have as of the Closing, immediately available funds sufficient for the satisfaction of all of Buyer's obligations under this Agreement, including all fees, expenses of, and other amounts required to be paid by, Buyer in connection with the transactions contemplated hereby. As of the Closing, Buyer shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assumed Contracts and the related Assumed Liabilities.

5.8 Credit Bid. The Credit Bid Letter has been duly authorized and executed and delivered by the Administrative Agent and the Lenders, as holders of outstanding indebtedness under the Credit Documents, and fully authorizes Buyers to, among other things, enter into and perform and comply with this Agreement and consummate the transactions contemplated hereby, including the credit bid contemplated in Section 3.2(a).

5.9 Acknowledgements; "As Is" "Where Is" Transaction.

(a) BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, HEREBY ACKNOWLEDGES AND AGREES 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 THE SELLERS, THEIR AFFILIATES, AND THEIR RESPECTIVE BUSINESSES AND SUBSIDIARIES AND THE PURCHASED ASSETS AND

THE ASSUMED LIABILITIES, AND, IN MAKING ITS DETERMINATION TO PROCEED WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, BUYER AND THE BUYER GROUP HAVE RELIED SOLELY ON THE RESULTS OF THEIR OWN INDEPENDENT INVESTIGATION.

(b) BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, HEREBY ACKNOWLEDGES AND AGREES THAT BUYER AND THE BUYER GROUP HAVE RECEIVED FROM SELLERS CERTAIN PROJECTIONS, FORWARD-LOOKING STATEMENTS AND OTHER FORECASTS, AND PROSPECTIVE FORWARD-LOOKING STATEMENTS AND OTHER FORECASTS OR THIRD-PARTY INFORMATION RELATING TO THE SELLERS, THE BUSINESS, THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES (WHETHER IN WRITTEN, ELECTRONIC, OR ORAL FORM, AND INCLUDING IN THE DATAROOM, MANAGEMENT MEETINGS, ETC.) (COLLECTIVELY, “PROJECTIONS”). BUYER, ON BEHALF OF ITSELF AND ON BEHALF OF THE BUYER GROUP, ACKNOWLEDGES THAT (I) SUCH PROJECTIONS ARE BEING PROVIDED SOLELY FOR THE CONVENIENCE OF BUYER AND THE BUYER GROUP TO FACILITATE THEIR OWN INDEPENDENT INVESTIGATION OF THE SELLERS, (II) THERE ARE UNCERTAINTIES INHERENT IN ATTEMPTING TO MAKE SUCH PROJECTIONS AND FORECASTS AND IN SUCH INFORMATION; (III) BUYER AND THE BUYER GROUP ARE FAMILIAR WITH SUCH UNCERTAINTIES, AND (IV) BUYER AND THE BUYER GROUP ARE TAKING FULL RESPONSIBILITY FOR MAKING THEIR OWN EVALUATION OF THE ADEQUACY AND ACCURACY OF ALL SUCH PROJECTIONS, FORECASTS, AND INFORMATION SO FURNISHED (INCLUDING THE REASONABLENESS OF THE ASSUMPTIONS UNDERLYING SUCH PROJECTIONS AND FORECASTS); AND (V) NONE OF THE SELLERS NOR ANY OTHER PERSON MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH PROJECTIONS AND FORECASTS. BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP HEREBY DISCLAIMS RELIANCE ON ANY OF SUCH PROJECTIONS OR FORECASTS.

(c) BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, FURTHER ACKNOWLEDGES AND AGREES THAT (I) THE REPRESENTATIONS AND WARRANTIES MADE BY SELLERS TO BUYER IN Article IV (AS QUALIFIED BY THE SELLERS’ DISCLOSURE SCHEDULES) OR IN THE DOCUMENTS DELIVERED BY SELLERS TO BUYER IN ACCORDANCE WITH SECTION 3.1(b) AT THE CLOSING (COLLECTIVELY, THE “EXPRESS REPRESENTATIONS”) ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS, WARRANTIES AND STATEMENTS OF ANY KIND MADE TO BUYER AND ON WHICH BUYER OR THE BUYER GROUP MAY RELY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND (II) 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 OF THE EXPRESS REPRESENTATIONS), INCLUDING IN THE DATAROOM, PROJECTIONS, MEETINGS, CALLS OR CORRESPONDENCE WITH MANAGEMENT OF THE SELLERS OR ANY OTHER PERSON ON BEHALF OF THE SELLERS OR ANY OF

THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES, AND (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 THE SELLERS OR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBSIDIARIES, OR THE QUALITY, QUANTITY OR CONDITION OF THE SELLERS' ASSETS, ARE, IN EACH CASE, EXPRESSLY DISCLAIMED BY EACH OF THE SELLERS, ON ITS OWN BEHALF AND ON BEHALF OF EACH OF THE OTHER SELLERS, INCLUDING WITH RESPECT TO (I) ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS, AND (II) WITH RESPECT TO THE BUSINESS, FINANCIAL CONDITION, RESULTS OF OPERATIONS, ASSETS, LIABILITIES, AND PROSPECTS OF SELLERS OR THE BUSINESS OF THE SELLERS, THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER RELATING TO THE PURCHASED ASSETS OR ANY PORTION THEREOF.

(d) UPON THE CLOSING DATE, SUBJECT TO THE EXPRESS REPRESENTATIONS AND THE PROVISIONS OF SECTION 10.5, BUYER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

## ARTICLE VI COVENANTS OF THE PARTIES

6.1 Conduct of Business Pending the Closing. Except (a) as required by applicable Law or by order of the Bankruptcy Court, (b) as otherwise expressly required by this Agreement, (c) as limited by the terms of the DIP Documents, or (d) with the prior written consent of Buyer (not to be unreasonably withheld, conditioned, or delayed), during the period from the Agreement Date and continuing until the earlier of the termination of this Agreement in accordance with its terms or the Closing, the Sellers shall carry on the Business in the Ordinary Course of Business (subject to the requirements of the Bankruptcy Code and Bankruptcy Court) and use commercially reasonable efforts to preserve in all material respects (a) the operations, organization and goodwill of the Business intact (including by maintaining and renewing its Permits) and (b) relationships with Governmental Entities, customers, suppliers, partners, lessors, licensors, licensees, vendors, contractors, distributors, agents, officers and employees and others having business dealings with the Business. The Sellers shall notify Buyer in writing of any event, occurrence, fact, condition or change in the Business, assets, operations or prospects of the Sellers that results in, or would reasonably be expected to result in, a Material Adverse Effect, promptly upon the occurrence of any such event, occurrence, fact, condition or change.

6.2 Negative Covenants. Except as otherwise expressly provided by this Agreement or consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned, or delayed), or as may be required by order of the Bankruptcy Court or the Credit Documents, or as may be limited by the terms of the DIP Documents, during the period from the date of this

Agreement until the earlier of the termination of this Agreement in accordance with its terms or the Closing, the Sellers shall not take any of the following actions:

(a) incur or commit to incur any capital expenditures other than as expressly contemplated under the Approved Budget;

(b) acquire or agree to acquire (by merging or consolidating with, or by purchasing any portion of the stock of, or other ownership interests in, or substantial portion of assets of, or by any other manner), any business or division or any corporation, partnership, association, limited liability company or other entity;

(c) grant any lien on or otherwise encumber or dispose of (or consent to the disposition of) any of the Purchased Assets (including any Available Contract), including the capital stock or equity interests of any of the Sellers, other than a Permitted Encumbrances or inventory sold in the Ordinary Course of Business;

(d) sell, assign, transfer, license, sublicense, covenant not to sue with respect to, abandon, cancel, terminate, permit to lapse or expire, or otherwise dispose of any Acquired Intellectual Property;

(e) adjust, split, combine, redeem, repurchase or reclassify any capital stock or equity interests or issue or propose or authorize the issuance of any other securities (including Debt securities, options, profits interests, warrants or any similar security exercisable for, or convertible into, such other security);

(f) incur or assume any Debt (other than in connection with the DIP Documents);

(g) guarantee any Debt of any Person or enter into any “keep well” or other agreement to maintain any financial condition of another Person or enter into any arrangement having the economic effect of any of the foregoing (other than pursuant to the Credit Documents);

(h) enter into, amend, restate, supplement, modify, waive or terminate any Available Contract that would reasonably be expected to be material to the Business, taken as a whole;

(i) adopt any amendments to the certificate of incorporation, bylaws or other Organizational Documents of any Seller;

(j) initiate, compromise, settle or agree to settle any Claim, complaint, or Proceeding, other than compromises or settlements in the Ordinary Course of Business that (i) involve only the payment of money damages not in excess of \$[●] individually or \$[●] in the aggregate, (ii) do not impose ongoing limits on the conduct of the Business, and (iii) result in a full release of all Sellers with regard to the Claims or complaint giving rise to such Proceeding;

(k) make, change or revoke any material Tax election (including entity classification elections), change any financial or Tax accounting method, except insofar as may

have been required by applicable Law or a change in GAAP, consent to an extension or waiver of the limitation period applicable to any Tax claim or assessment, or surrender any right to claim a refund of a material amount of Taxes;

(l) except as required by Law, enter into, amend, negotiate or terminate any collective bargaining agreement or similar agreement with any labor union or labor organization representing any employees;

(m) except as required by Law, by the terms of any Benefit Plan or in the Ordinary Course of Business, (i) increase the compensation payable to or to become payable to, or the benefits provided to, pay any bonus to, or grant any equity or equity-based award to, any current or former employee, director, independent contractor or other individual service provider of the Sellers; (ii) grant, increase, pay, provide or modify any severance, retention, change in control or termination payment or benefit to, or loan or advance or accelerate any amount to, any current or former employee, director, independent contractor or other individual service provider of the Sellers; (iii) accelerate the vesting or payment, or fund or in any other way secure the payment, of any compensation or benefit for any current or former employee, director, independent contractor or other individual service provider of the Sellers; (iv) approve, establish, adopt, enter into, amend or terminate any Assumed Benefit Plan; or (v) hire or terminate (other than for cause) any Business Employee, or independent contractor or other individual service provider of the Business with annual target cash compensation greater than \$100,000;

(n) implement any employee layoffs that would result in an obligation to give notice at or before the Closing Date under the WARN Act or other similar law;

(o) (i) enter into any Contract or arrangement (including any loan or similar arrangement) with a Related Party or that would be a Related Party Transaction if it existed on the Agreement Date or (ii) make payments to or on behalf of any Related Party (including by exercise of set-off rights or otherwise), other than in accordance with the terms of an existing, disclosed Related Party Transaction;

(p) receive, collect, compile, use, store, process, share, safeguard, secure (technically, physically and administratively), dispose of, destroy, disclose, or transfer (including cross-border) Personal Information (or fail to do any of the foregoing, as applicable) in violation of any (i) applicable Privacy Laws, (ii) privacy policies or notices of the Sellers, or (iii) the Sellers' contractual obligations with respect to Personal Information; or

(q) commit to take any of the foregoing actions or any other action which would reasonably be expected to materially delay or impede the satisfaction of any of the conditions set forth in Article VIII.

### 6.3 Access.

(a) Subject to applicable Law, until the Closing Date, the Sellers (i) shall give Buyer and its Representatives reasonable access during normal business hours to the offices, assets, contracts, properties, officers, employees, accountants, auditors, financial advisors, counsel (other than counsel to the Sellers in connection with the Cases) and other representatives, books and records, of the Sellers and their Affiliates, (ii) shall furnish to Buyer



and its Representatives such financial, operating and property related data and other information as such Persons reasonably request, (iii) shall instruct the employees, accountants, counsel and financial advisors of the Sellers and their Affiliates to cooperate reasonably with Buyer in its investigation of the Business; and (iv) shall, upon reasonable request of Buyer, use commercially reasonable efforts to provide Buyer with access to their customers, suppliers, vendors, distributors, manufacturers and other Persons with whom the Business has had material dealings; provided, however, that Buyer will not, and will not permit any of its Representatives to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of the Sellers prior to the Closing with respect to the Sellers, their business or the transactions contemplated by this Agreement without the prior written consent of the Sellers for each such contact. No investigation by Buyer prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of the Sellers contained in this Agreement. For the avoidance of doubt, nothing in this Section 6.3(a) shall require Sellers to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege or (ii) such action could reasonably be expected to result in violation of applicable Law or Order.

(b) From and after the Closing Date until the conclusion of the Cases and dissolution of Sellers, Buyer shall give the Sellers and the Sellers' Representatives reasonable access during normal business hours 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 Purchased Assets, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities with respect to periods or occurrences prior to the Closing Date, for the purposes of (i) the preparation or amendment of Tax Returns, (ii) the determination of any matter relating to the rights or obligations of the Sellers under this Agreement, or (iii) as is necessary to administer, or satisfy their obligations in connection with, the Cases. Buyer shall, and shall cause each of its controlled Affiliates to, cooperate with the Sellers as may reasonably be requested by the Sellers for such purposes. For the avoidance of doubt, nothing in this Section 6.3(b) shall require Buyer to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of applicable Law or Order, or (iii) providing such access or information would be reasonably expected to be disruptive to its normal business operations. Unless otherwise consented to in writing by the Sellers, Buyer will not, for a period of three (3) years following the Closing Date, destroy, alter or otherwise dispose of any of the books and records without first offering to surrender to the Sellers such books and records or any portion thereof that Buyer may intend to destroy, alter or dispose of. From and after the Closing, Buyer 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).

(c) The information provided pursuant to this Section 6.3 will be used solely for the purpose of consummating the transactions contemplated hereby, and will be governed by all the terms and conditions of Section 12.19 of the Prepetition First Lien Financing Agreement. None of Sellers makes any representation or warranty as to the accuracy of any information, if

any, provided pursuant to this Section 6.3, and Buyer may not rely on the accuracy of any such information, in each case, other than the Express Representations.

6.4 Confidentiality. From and after the Closing Date:

(a) the Sellers will treat and hold as confidential all of the Confidential Information, and will not, directly or indirectly, without the prior written consent of Buyer, disclose or use any Confidential Information. The Sellers' obligation not to disclose Confidential Information shall not apply to Confidential Information that it shall be required to disclose by Law; provided, however, that, prior to making such disclosure, the Sellers shall notify Buyer promptly to the extent not prohibited by Law so that Buyer may, seek confidential treatment or protection of such Confidential Information at Buyer's sole cost and expense.

(b) in the event that the Sellers are required in any Proceeding to disclose any Confidential Information, the Sellers will notify Buyer promptly of the requirement to the extent not prohibited by Law so that Buyer may seek an appropriate protective order at Buyer's sole cost and expense or waive compliance with the provisions of this Section 6.4.

6.5 Public Announcements. From the Agreement Date, Buyer and the Sellers will consult with each other before issuing, and provide each other the reasonable opportunity to review and comment upon, any press release, any court filing or pleading filed with the Bankruptcy Court relating primarily to this Agreement or the Transactions, or other public statements with respect to the Transactions, and neither Buyer nor the Sellers shall issue any such press release or make any such public statement without the prior written approval of the other Party, in each case except as may be required by Law, or by obligations pursuant to any listing agreement with any national securities exchange. Sellers shall use their respective commercially reasonable efforts to cause their respective Affiliates, employees, officers and directors to comply with this Section 6.5.

6.6 Employment Matters.

(a) At least ten (10) days prior to Closing, Buyer shall extend to each Business Employee a written offer of employment, which shall have been first reviewed by Sellers, and which Sellers shall have had an opportunity to comment upon, providing for a position that is the same or no less favorable than such employee's position immediately prior to the Closing (including level of responsibility, primary location of employment and authority) on the terms set forth in this Section 6.6 ("Transfer Offer") and that, if accepted, shall become effective immediately after the Closing. Business Employees who accept such Transfer Offers and begin active employment with Buyer in accordance with this Section 6.6 shall be referred to herein as "Transferred Employees." For a period of no less than one (1) year or, if sooner, the Transferred Employee's termination of employment with Buyer or its Affiliates, Buyer or its affiliates shall provide each Transferred Employee (i) at least the same base salary or hourly wage rate and target incentive cash bonus opportunities applicable to such Transferred Employee as of the Closing Date and (ii) other material employee benefits (but excluding any equity based compensation, defined benefit plan benefits or long-term deferred compensation) that are comparable in the aggregate to the benefits such Transferred Employee received under the Benefit Plans as of the Closing Date. Buyer shall notify Sellers 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 Buyer following the Closing for any period of time. Buyer shall carry out all necessary actions 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 their respective Affiliates.

(b) Solely to the extent required by applicable Law, Sellers shall pay each Transferred Employee all accrued but unused vacation or paid time-off for periods prior to the Closing Date as soon as administratively practicable following the Closing Date or as required by applicable Law. Buyer shall promptly (and, in any event, within ten (10) Business Days following the later of the Closing Date and the date of the applicable payment) reimburse Sellers for any payments made by Sellers to any Transferred Employees in respect of earned but unused vacation, sick leave and personal time paid to Transferred Employees in accordance with this Section 6.6(b). To the extent that applicable Law does not require Sellers to pay any accrued but unused vacation, sick leave and personal time to any Transferred Employee in accordance with this Section 6.6(b), Buyer shall recognize and assume all Liabilities with respect to such Transferred Employee's accrued but unused vacation, sick leave and personal time. In addition, Buyers shall allow Transferred Employees to take any vacation, sick leave and personal time that was scheduled prior to the Closing.

(c) Following the Closing, Buyer shall give each Transferred Employee full credit for prior service with the Sellers for purposes of (i) eligibility and vesting under any health or welfare Benefit Plans of Buyer (for the avoidance of doubt, excluding defined benefit pension accruals, deferred compensation, or equity or equity-based incentive plans, or any plan under which such crediting would be prohibited), and (ii) determination of benefit levels under any employee benefit plans of Buyer relating to paid time off, in each case, for which the Transferred Employee is otherwise eligible and in which the Transferred Employee is offered participation, except where such credit would result in a duplication of benefits. Buyer shall use commercially reasonable efforts to waive, or cause to be waived, any limitations on benefits relating to pre-existing conditions to the same extent such limitations are waived under any comparable plan of the Sellers and use commercially reasonable efforts to recognize for purposes of annual deductible and out-of-pocket limits under its medical and dental plans, deductible and out-of-pocket expenses paid by Transferred Employees in the calendar year in which the Closing Date occurs.

(d) Without limiting the generality of Section 2.4, each Seller shall retain responsibility for, and satisfy all Liabilities with respect to, all payments and benefits of the employees (and their spouses, dependents and beneficiaries, and all former employees, agents and representatives) under Benefit Plans that are not Assumed Benefit Plans accrued up to the Closing Date or which relate to events prior to the Closing Date under in accordance with the terms thereof and applicable Laws. The Seller and Buyer shall work in good faith to transfer sponsorship of any Assumed Benefit Plan (including any third-party insurance contracts or services agreements thereto) from Seller to Buyer or its Affiliates.

(e) Without limiting the generality of Article II, each Seller shall be responsible for the following claims or benefit payments of all employees (and their spouses, dependents and beneficiaries, and all former employees, agents and representatives) accrued up to the Closing Date or which related to events prior to the Closing Date regardless of whether such claims are filed before or after the Closing Date under each Benefit Plan that is not an Assumed Benefit Plan:

(i) with respect to death or dismemberment claims, those in respect of which the event occurred prior to the Closing Date;

(ii) with respect to health claims, those in respect of which the services were provided or the supplies were purchased prior to the Closing Date; and

(iii) with respect to short term and/or long term disability claims and workers' compensation claims, for those claims resulting from events that occurred prior to the Closing Date, including, to the extent covered under the Benefit Plans, for recurring illnesses which first originated with events occurring prior to the Closing Date, whether or not such claims continue after the Closing Date.

(f) This Section 6.6 shall operate exclusively for the benefit of the Sellers and Buyer and not for the benefit of any other Person, including any current or former employees of the Sellers or the Transferred Employees, which Persons shall have no rights to enforce this Section 6.6. Nothing in this Section 6.6 shall: (i) entitle any Transferred Employee to employment with Buyer; (ii) change such Transferred Employee's status as an employee-at-will or restrict the ability of Buyer to terminate the service of any Transferred Employee at any time or for any reason; (iii) create any third party rights in any current or former service provider of the Sellers (including any beneficiary or dependent thereof); or (iv) be treated as an amendment of any Benefit Plan or other employee benefit plan or arrangement or restrict the ability of Buyer, the Sellers or any of their respective Affiliates to amend, modify, discontinue or terminate any Benefit Plan or other employee benefit plan or arrangement.

(g) Buyer 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.

(h) For any Transferred Employees who are principally based outside the United States, the provisions of this Section 6.6 shall apply to such employees *mutatis mutandis* to the maximum extent permitted by applicable Law.

#### 6.7 Reasonable Efforts; Approvals.

(a) Buyer and the Sellers will use reasonable best efforts to take, or cause to be taken, all actions and use reasonable best efforts to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things which are necessary, proper or advisable to consummate and make effective the Transactions including: (i) the transfer, modification or reissuance of all Permits, (ii) the obtaining or taking of all other necessary actions, non-actions or waivers from Governmental Entities and the making of all other necessary registrations and filings with Governmental Entities (including any regulatory authorizations), and (iii) the

execution and delivery of any additional certificates, agreements, instruments, reports, schedules, statements, consents, documents and information necessary to consummate the Transactions. The covenants in this Section 6.7(a) shall survive the Closing.

(b) In furtherance of the foregoing, Buyer and each Seller shall use its commercially reasonable efforts to obtain any consents and approvals from any third party other than a Governmental Entity that may be required in connection with the Transactions (the “Third Party Consents”). Without limiting the generality of the foregoing sentence, the Sellers shall not be required to compensate any applicable third party, commence or participate in any Proceeding or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to indemnify, remain primarily, secondarily or contingently liable for any Assumed Liability) to any applicable third party in connection with the Sellers’ obligations under this Section 6.7(b); provided that the Sellers shall obtain the written consent of Buyer prior to any Seller paying any such compensation, commencing or participating in any Proceeding, or offering or granting any such accommodation. The covenants in this Section 6.7(b) shall survive the Closing.

(c) The obligations of the Sellers pursuant to this Agreement, including this Section 6.7, 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 Cases), Sellers’ DIP Facility, and each of Sellers’ obligations as a debtor-in-possession to comply with any Order of the Bankruptcy Court (including the Bidding Procedures Order and the Sale Order) and Sellers’ duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code

6.8 Corporate Name Change. Within 30 days following the Closing, each Seller shall deliver to Buyer (a) a duly executed and acknowledged certificate of amendment to such Seller’s certificate of incorporation or other Organizational Document which is required to change such Seller’s corporate or other entity name to a new name that is, in Buyer’s reasonable judgment, sufficiently dissimilar to such Seller’s present name and, in all cases, does not include the name “Progrexion”, “Prime”, “Credit.com”, “Creditrepair.com” and “Credit Repair” so as to avoid confusion and to make each Seller’s present name available to Buyer, and (b) appropriate documents, duly executed and acknowledged, which are required to change such Seller’s name to such new name in any jurisdiction in which such Seller is qualified to do business, in forms reasonably satisfactory to Buyer. Buyer and any Affiliate of Buyer are hereby authorized (but not obligated) to file such certificates or other documents (at Buyer’s expense) with the applicable Governmental Entities in order to effectuate such change of name at or after the Closing as Buyer may elect.

6.9 Assignment of Contracts and Rights. To the maximum extent permitted by the Bankruptcy Code, the Purchased Assets of the Sellers shall be assumed and assigned to Buyer pursuant to section 365 of the Bankruptcy Code as of the Closing Date or such other date as specified in the Sale Order or this Agreement, as applicable. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any right thereunder if, after giving effect to the Sale Order, an attempted assignment without the consent of a third party (including any Governmental Entity) would constitute a breach or in any way adversely affect the rights of Buyer following the Closing. If, as

of the Closing Date, such consent is not obtained or such assignment is not attainable pursuant to sections 105, 363 or 365 of the Bankruptcy Code other than as a result of the failure by the Sellers or Buyer, as applicable, to pay or otherwise satisfy all Cure Amounts or the Assumed Cure Amounts, then the Sellers and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible (without infringing upon the legal rights of any third party or violating any Law), under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder, as if such asset were transferred to the Buyer at Closing) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which the Sellers would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming all of the Sellers' obligations (to the extent constituting Assumed Liabilities hereunder as if such asset were transferred to the Buyer at Closing), and any and all rights of the Sellers thereunder.

#### 6.10 Tax Matters

(a) Subject to Section 2.3(k), all Transfer Taxes arising out of the transfer of the Purchased Assets and any Transfer Taxes required to effect any recording or filing with respect thereto shall be borne by Buyer. The Transfer Taxes shall be calculated assuming that no exemption from Transfer Taxes is available, unless otherwise indicated in the Sale Order or, at Closing, the Sellers or Buyer, as appropriate, provide an appropriate resale exemption certificate or other evidence acceptable to Buyer or the Sellers, as appropriate, of exemption from such Transfer Taxes. The Sellers and Buyer shall cooperate to timely prepare and file any Tax Returns relating to such Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes. The Sellers shall file all necessary documentation and returns with respect to such Transfer Taxes when due, and shall promptly, following the filing thereof, furnish a copy of such return or other filing and a copy of a receipt showing payment of any such Transfer Tax to Buyer. Each Party shall furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Business as is reasonably necessary for filing of all Tax Returns, including any claim for exemption or exclusion from the application or imposition of any Taxes or making of any election related to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return.

(b) Other than Transfer Taxes or those Taxes assumed pursuant to Section 2.3, all Liability for Taxes with respect to the Purchased Assets attributable to the Pre-Closing Tax Period (the "Pre-Closing Taxes") shall be borne by the Sellers, and all Liability for Taxes with respect to the Purchased Assets attributable to the Post-Closing Tax Period shall be borne by Buyer. For the purposes of this Agreement, with respect to Taxes attributable to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of any such Taxes that are treated as Pre-Closing Taxes shall be: (i) in the case of Taxes based upon, or related to income, receipts, profits, or wages or imposed in connection with the sale, transfer or assignment of property, or required to be withheld, deemed equal to the amount which would be payable if such taxable year or other taxable period ended on the Closing Date, and (ii) in the case of other Taxes deemed to be the amount of such Taxes for the entire period multiplied

by a fraction the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period.

(c) The Parties agree that the transfer of the Purchased Assets to the Buyer is intended to be treated as a taxable acquisition of assets and the Parties shall prepare and file all relevant U.S. federal income Tax Returns consistent with such intended treatment and Section 3.3, respectively, absent a contrary “determination” (within the meaning of Section 1313(a) of the Code).

(d) The obligations set forth in this Section 6.10 with respect to Taxes shall survive until the date that is thirty (30) days following the expiration of the applicable statute of limitations.

6.11 Available Contracts List. Sellers shall use commercially reasonable efforts to provide Buyer with a true and correct list of all Available Contracts (and copies thereof) promptly following the date hereof and in no event later thirty (30) days from the Agreement Date.

6.12 HSR Act; Antitrust Laws.

(a) Sellers and Buyer shall, if required in connection with the transactions contemplated hereby, (i) promptly make the filings required by any Governmental Entity, including under the HSR Act or any other Antitrust Laws and, in any event, within ten (10) Business Days after the Agreement Date in the case of all filings required under the HSR Act and all other filings required by other Antitrust Laws, (ii) comply at the earliest practicable date with any request for additional information, documents or other materials received from any Governmental Entity, whether such request is formal or informal, (iii) cooperate with the other Parties in connection with resolving any investigation or other inquiry concerning the transactions contemplated by this Agreement commenced by any Governmental Entity, and (iv) cooperate with the other Parties in connection with any other Party’s filing. Each Party shall be responsible for the payment of its respective fees and expenses, including legal fees and expenses, in complying with any request for additional information or documentary material from any Governmental Entity; *provided* that all filing fees required to be paid in connection with any filings hereunder shall be borne equally by Sellers and Buyer. Except where prohibited by applicable Law or any Governmental Entity, and subject to Section 6.4, each Party shall promptly inform the other Parties of any oral communication with, and provide copies of written communications with, any Governmental Entity regarding any such filing. No Party shall agree to participate in any formal meeting with any Governmental Entity in respect of any such filings, investigation, or other inquiry without giving the other Parties prior notice of the meeting and, to the extent permitted by such Governmental Entity, the opportunity to attend and/or participate. Subject to applicable Laws and any Governmental Entity, the Parties will coordinate, consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party relating to proceedings under the HSR Act or any other Antitrust Law, if any. Except where prohibited by applicable Law or any Governmental Entity, and subject to Section 6.4, the Parties will provide each other with copies of all correspondence, filings or communications, including any documents, information and data contained therewith, between them or any of

their representatives, on the one hand, and any Governmental Entity or members of its staff, on the other hand, with respect to this Agreement and the transactions contemplated hereby.

(b) Buyer and each Seller shall use their respective reasonable best efforts to obtain any required approval from any Governmental Entity and to resolve such objections, if any, as may be asserted by any Governmental Entity with respect to the transactions contemplated by this Agreement under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other United States federal or state or foreign Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the “Antitrust Laws”). Buyer and each Seller shall use their respective reasonable best efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as practicable after the execution of this Agreement.

## ARTICLE VII BANKRUPTCY PROVISIONS

7.1 Expense Reimbursement. In consideration for Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of the Sellers, if this Agreement is terminated for any reason other than Section 9.1(b)(i) or Section 9.1(c)(i), the Sellers shall pay Buyer, in accordance with the terms of this Agreement (including Section 9.2) and the Bidding Procedures Order an aggregate amount equal to the Expense Reimbursement; provided, however, if the Agreement is terminated pursuant to Section 9.1(b)(v), Section 9.1(b)(vii) or Section 9.1(c)(ii), any such Expense Reimbursement shall only be due and payable upon consummation of an Alternate Transaction from the proceeds of such Alternate Transaction. Each of the Parties acknowledges and agrees that the agreements contained in this Section 7.1 are an integral part of the Transactions and this Agreement and that the Expense Reimbursement is not a penalty, but rather is liquidated damages in a reasonable amount that will reasonably compensate Buyer in the circumstances in which such Expense Reimbursement is payable for the efforts and resources expended and opportunities foregone by Buyer while negotiating and pursuing the Transactions and this Agreement and in reasonable reliance on this Agreement and on the reasonable expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision. In accordance with Section 7.3, Sellers shall file with and seek the entry by the Bankruptcy Court of the Bidding Procedures Order approving the payment of the Expense Reimbursement. The claim of Buyer in respect of the Expense Reimbursement shall become and constitute an allowed administrative expense claim against each of the Sellers under sections 503(b) and 507(a)(2) of the Bankruptcy Code in the Cases (without the need to file a proof of claim). The Expense Reimbursement shall be payable on a joint and several basis by the Sellers.

### 7.2 Bankruptcy Court Orders and Related Matters.

(a) The Sellers and Buyer acknowledge that this Agreement and the Transactions are subject to entry of, as applicable, the Bidding Procedures Order and the Sale Order. In the event of any discrepancy between this Agreement and the Bidding Procedures



Order and the Sale Order, the Bidding Procedures Order and the Sale Order shall govern. In the event the entry of the Sale Order or the Bidding Procedures Order is appealed, Sellers shall use commercially reasonable efforts to defend such appeal, and Buyer shall cooperate in such efforts. Buyer and Sellers acknowledge that Sellers must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best offer for the Purchased Assets, including giving notice thereof to the creditors of Sellers and other interested parties, providing information about Sellers' business to prospective bidders, entertaining higher or otherwise better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, conducting the Auction. Buyer agrees and acknowledges that Sellers and their Affiliates will be permitted, and will be permitted to cause their Representatives, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Buyer and its Affiliates, agents and Representatives).

(b) The bidding procedures to be employed with respect to this Agreement and the Auction will be those reflected in the Bidding Procedures Order.

(c) Buyer will provide adequate evidence and assurance under the Bankruptcy Code of the future performance by Buyer of each Assumed Contract. Buyer will, and will cause its Affiliates to, reasonably promptly take all actions reasonably required or requested by Sellers to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer's Representatives available to testify before the Bankruptcy Court. Subject to the other terms and conditions of this Agreement, Buyer will, from and after the Closing Date, (i) assume all Liabilities of Sellers under the Assumed Contracts and (ii) satisfy and perform all of the Liabilities related to each of the Assumed Contracts when the same are due thereunder.

(d) If this Agreement and the sale of the Purchased Assets to Buyer on the terms and conditions hereof are determined to be the "highest or otherwise best offer" in accordance with the Bidding Procedures Order, Buyer and Sellers agree to use commercially reasonable efforts to cause the Bankruptcy Court to enter the Sale Order in a form mutually agreed between Buyer and Sellers.

(e) The Sellers shall, consistent with their respective obligations as fiduciaries under the Bankruptcy Code, cooperate with Buyer concerning the Bidding Procedures Order, the Sale Order, and any other orders of the Bankruptcy Court relating to the Transactions. The Sellers shall give notice under the Bankruptcy Code of the request for the relief specified in the Bidding Procedures Motion to all creditors and parties in interest entitled to notice thereof pursuant to the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and any other applicable orders of the Bankruptcy Court, including all Persons that have asserted Encumbrances on any Seller's assets, and all non-debtor parties to the Available Contracts of the Sellers and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct or as Buyer may reasonably request, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders,

hearings, or other Proceedings in the Bankruptcy Court relating to this Agreement, the Transactions and the Bidding Procedures Motion.

(f) The Sellers shall provide draft copies of all orders, motions, pleading, applications and other material documents they intend to file with the Bankruptcy Court in connection with the sale of the Purchased Assets or the Transactions not less than three (3) Business Days prior to the date when the Sellers plan to file such document (provided that if the delivery of such drafts at least three (3) Business Days is not reasonably practicable, such drafts shall be delivered to Buyer as soon as reasonable practicable prior to filing). The form and substance of any such document hereunder shall be mutually acceptable to Buyer and Seller, provided that no Party shall unreasonably withhold, condition or delay its consent.

(g) Sellers covenant and agree that if the Sale Order is entered, the terms of any plan submitted by Sellers to the Bankruptcy Court for confirmation, or the terms of any other sale of Sellers' or their Affiliates' assets (or any other Order) submitted by Sellers to the Bankruptcy Court, for approval, will not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement and the rights of Buyer hereunder, or in any way prevent or interfere with the consummation or performance of the Transactions including any transaction that is contemplated by or approved pursuant to the Sale Order.

(h) For the avoidance of doubt, nothing in this Agreement will restrict Sellers or their Affiliates from selling, disposing of or otherwise transferring any Excluded Assets (other than Available Contracts, which the Sellers may not terminate, amend, or otherwise dispose of, or reject in the Cases, without Buyer's consent) or from settling, delegating or otherwise transferring any Excluded Liabilities, or from entering into discussions or agreements with respect to the foregoing.

7.3 Bankruptcy Milestones. The Parties shall achieve the following milestones by the dates set forth below (or such later date as may be agreed between the Parties, such agreement not to be unreasonably withheld, conditioned or delayed) (collectively, the "Bankruptcy Milestones"):

(a) On the Petition Date, the Debtors shall file a motion with the Bankruptcy Court seeking approval of the DIP Facility.

(b) On or before the date that is two (2) days after the Petition Date, the Debtors shall have filed the Bidding Procedures Motion in the Bankruptcy Court.

(c) On or before the date that is four (4) days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order.

(d) On or before the date that is ~~forty-seven~~sixty-one (4761) days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order.

(e) On or before the date that is ~~forty-seven~~sixty-one (4761) days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order.

(f) On or before the date that is no later than fifty-eight (58) days after the Petition Date, each of the Debtors shall have filed schedules and statements of financial affairs pursuant to rule 1007 of the Federal Rule of Bankruptcy Procedure.

(g) On or before the date that is ~~sixty~~sixty-eight (~~60~~68) days after the Petition Date, the Bid Deadline (as defined in the Bidding Procedures Order) shall have occurred.

(h) On or before the date that is ~~sixty-five~~seventy-two (~~65~~72) days after the Petition Date, the Debtors shall have commenced the Auction, if necessary.

(i) On or before the date that is ~~seventy~~eighty-two (~~70~~82) days after the Petition Date, the Bankruptcy Court shall have entered the Sale Order.

(j) On or before the date that is one hundred and five (105) days after the Petition Date, the Closing shall have occurred.

## ARTICLE VIII CONDITIONS TO OBLIGATIONS OF THE PARTIES

8.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Transactions is subject to the satisfaction (or waiver by Buyer in Buyer's sole discretion) on or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of the Sellers contained in Section 4.1 (Organization and Good Standing), Section 4.2 (Power and Authority), Section 4.14 (Financial Advisors), and Section 4.18 (Related Party Transactions) shall be true and correct on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). The representations and warranties of the Sellers contained in Section 4.6 (Title to Purchased Assets) shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). All other representations and warranties of the Sellers contained in Article IV shall be true and correct on the date hereof and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date), except where the failure of any such representations or warranties to be true and correct (without giving effect to any limitations to "material" or "Material Adverse Effect"), either individually or in the aggregate, has resulted in or would reasonably be expected to result in a Material Adverse Effect.

(b) Performance of Obligations. Each of the Sellers shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it on or prior to the Closing Date.

(c) Third Party Consents. The Sellers shall have obtained all consents and approvals set forth in Schedule 8.1(c).

(d) DIP Financing. The DIP Documents shall have each been approved by the Bankruptcy Court pursuant to the Final DIP Order, which shall be in form and substance acceptable to Buyer.

(e) No Material Adverse Effect. There shall have been no Material Adverse Effect from the Agreement Date through the Closing Date.

(f) No Challenges to Credit Bid. There shall be no pending challenge or contest to the validity, amount, perfection or priority of the DIP Documents, the Loan Documents or other Claims of Buyer or Administrative Agent (as applicable) thereunder that would prevent or otherwise limit Buyer's ability to credit bid the Credit Bid Amount, unless any such challenge or contest shall have been resolved to the reasonable satisfaction of Buyer in its sole discretion;

(g) Deliverables. The Sellers shall have delivered, or caused to be delivered, to Buyer each deliverable required pursuant to Section 3.1(b).

(h) Bidding Procedures Order. The Bankruptcy Court shall have entered the Bidding Procedures Order, which Order shall have become a Final Order.

(i) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which Order shall have become a Final Order.

(j) Lexington Law Sale Transaction. Lexington Law shall have entered into definitive written agreements, in form and substance acceptable to Buyer, regarding a sale transaction with respect to the Lexington Law assets pursuant to which the purchaser of Lexington Law's assets will provide certain services to Buyer.

8.2 Conditions Precedent to the Obligations of the Sellers. The obligation of the Sellers to consummate the Transactions is subject to the satisfaction (or waiver by the Sellers) at or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations of Buyer contained in Section 5.1 (Organization and Good Standing), Section 5.2 (Power and Authority), Section 5.3 (No Contravention) and Section 5.6 (Financial Advisors) shall be true and correct on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). All other representations and warranties contained in Article V shall be true and correct on the date hereof and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date), except where the failure of any such representations or warranties to be true and correct (without giving effect to any limitations to "material" or similar qualifier), either individually or in the aggregate, has resulted in or would reasonably be expected to have an adverse effect on Buyer's ability to perform its obligations under this Agreement in any material respect.

(b) Performance of Obligations. Buyer shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it prior to or on the Closing Date.

(c) Deliverables. Buyer shall have delivered to the Sellers each deliverable required pursuant to Section 3.1(c).

(d) Bidding Procedures Order. The Bankruptcy Court shall have entered the Bidding Procedures Order, which Order shall not be subject to a stay or otherwise been vacated.

(e) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which Order shall not be subject to a stay or otherwise been vacated.

(f) Restructuring Support Agreement. Concurrently with the execution of this Agreement, Sellers and Lenders shall each have executed and delivered a binding restructuring support agreement with respect to the wind down and liquidation of the Debtor entities and businesses following the Closing, in form and substance satisfactory to Sellers (the “RSA”), and such RSA shall remain in full force and effect, there being no material breach by the Lenders of any provisions thereof.

8.3 Conditions Precedent to Obligations of Buyer and the Sellers. The respective obligations of Buyer and the Sellers to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of the condition (which may be waived by the Parties in whole or in part to the extent permitted by applicable Law) that (a) no provision of any applicable Law or Order enacted, entered, promulgated, enforced or issued by any Governmental Entity shall be in effect that prevents, renders illegal or otherwise prohibits the sale and purchase of the Purchased Assets or any of the other Transactions, and (b) the waiting period applicable to the transactions contemplated by this Agreement under the HSR Act and any other applicable Antitrust Laws, if required, shall have expired or early termination shall have been granted.

8.4 Frustration of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VIII 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. Neither the Sellers nor Buyer may rely on the failure of any condition to their respective obligations to consummate the Transactions set forth in Section 8.1, Section 8.2 or Section 8.3, as the case may be, to be satisfied if such failure was caused by such Party’s failure to comply with or breach of any provision of this Agreement.

## ARTICLE IX TERMINATION

9.1 Termination of Agreement. This Agreement may be terminated and the Transactions abandoned at any time prior to the Closing:

- (a) by written agreement of the Sellers and Buyer.
- (b) by Buyer, if:

(i) any Bankruptcy Milestone is not timely satisfied in accordance with Section 7.3;

(ii) there shall have been a breach by the Sellers of any of their representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 8.1, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured by the earlier of (A) September 18, 2023 (or such later date as the Parties may agree upon in writing, the “Outside Date”) or (B) five (5) Business Days after written notice thereof shall have been received by the Sellers, provided that the right to terminate this Agreement pursuant to this Section 9.1(b)(ii) will not be available to Buyer at any time that Buyer is in material breach of, any covenant, representation or warranty hereunder;

(iii) the Cases are (A) converted to cases under chapter 7 of the Bankruptcy Code or (B) dismissed prior to the Closing;

(iv) a trustee or examiner is appointed under section 1104 of the Bankruptcy Code;

(v) there is a breach or event of default under the DIP Documents;

(vi) Buyer is not the Successful Bidder at the Auction for any of the Purchased Assets;

(vii) Sellers enter into a definitive agreement with respect to an Alternate Transaction or an Order of the Bankruptcy Court or other court of competent jurisdiction is entered approving an Alternate Transaction, in each case, other than with the Successful Bidder; or

(viii) if the Closing shall not have occurred by the Outside Date; provided that the right to terminate this Agreement pursuant to this Section 9.1(b)(viii) will not be available to Buyer at any time that Buyer is in material breach of, any covenant, representation or warranty hereunder.

(c) by the Sellers, if:

(i) there shall have been a breach by Buyer of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 8.2, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within the earlier of (A) Outside Date or (B) ten (10) Business Days after written notice thereof shall have been received by Buyer;

(ii) any Seller enters into a definitive agreement with respect to an Alternate Transaction, or an Order of the Bankruptcy Court or other court of competent jurisdiction is entered approving an Alternate Transaction;

(iii) 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; or

(iv) if the Buyer is not the Successful Bidder at the Auction;

(d) by either Buyer or the Sellers, if any Governmental Entity shall have enacted or issued a Law or Order or taken other action permanently restraining, prohibiting or enjoining any of the Parties from consummating the Transactions.

## 9.2 Consequences of Termination.

(a) If either Buyer, on the one hand, or Sellers, on the other hand, desire to terminate this Agreement pursuant to Section 9.1, such Party (or Parties, as applicable) shall give written notice of such termination to the other Parties. Upon delivery of such notice of termination, this Agreement will become void and have no further force and effect and all further obligations of the Parties to each other under this Agreement will terminate without further obligation or liability of the Parties.

(b) Notwithstanding anything to the contrary in this Agreement, if the Agreement is terminated pursuant to Section 9.1(b)(v), Section 9.1(b)(vii) or Section 9.1(c)(ii), then Buyer shall be entitled to payment of the Expense Reimbursement, if approved by the Bankruptcy Court, upon consummation of an Alternate Transaction from the proceeds of such Alternate Transaction.

(c) Notwithstanding anything to the contrary in this Agreement, if this Agreement is terminated for any reason other than pursuant to (i) Section 9.1(a), Section 9.1(b)(i), or Section 9.1(c)(i), (in each of which cases no Expense Reimbursement is or shall be owed to Buyer), or (ii) Section 9.1(b)(v), Section 9.1(b)(vii) or Section 9.1(c)(ii) (in each of which cases the Expense Reimbursement shall be payable from the proceeds of the Alternate Transaction), then Buyer shall be entitled to payment of the Expense Reimbursement no later than two (2) Business Days following such termination.

(d) Notwithstanding the foregoing set forth in this Section 9.2, Section 1.1 (Defined Terms), Section 6.5 (Public Announcements), Section 7.1 (Expense Reimbursement), this Section 9.2 (Consequences of Termination) and Article X (Miscellaneous) shall survive any termination of this Agreement.

(e) Nothing in this Section 9.2 shall relieve Buyer or the Sellers of any liability for a breach of this Agreement prior to the date of termination.

## ARTICLE X MISCELLANEOUS

10.1 Expenses. Except as set forth in this Agreement, the Credit Documents or the Sale Order, and whether or not the Transactions are consummated, each Party shall bear all costs and

expenses incurred or to be incurred by such Party in connection with this Agreement and the consummation of the Transactions.

10.2 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Sellers without the prior written consent of Buyer, or by Buyer without the prior written consent of Sellers; provided, however, that Buyer may assign any or all of its rights and/or liabilities hereunder (or any document delivered by Buyer pursuant hereto) to one or more Affiliates of Buyer, or to any party which has received a contribution of the outstanding balance under the Prepetition First Lien Financing Agreement equal to the Credit Bid Amount, in the aggregate, which assignment shall not relieve Buyer of its obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.3 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the Sellers and Buyer, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement except as expressly set forth herein. Without limiting the foregoing, no direct or indirect holder of any equity interests or securities of either the Sellers or Buyer (whether such holder is a limited or general partner, member, stockholder or otherwise), nor any Affiliate of either the Sellers or Buyer, nor any Representative, or controlling Person of each of the Parties and their respective Affiliates, shall have any liability or obligation arising under this Agreement or the Transactions.

10.4 Matters Related to the Administrative Agent.

(a) Each of the Parties acknowledges and agrees that none of the Sellers' title to, control of or possession of any of the Purchased Assets, or any of the Sellers' obligations in respect of any of the Assumed Liabilities, shall be transferred to or assumed by the Administrative Agent. Each Seller and Buyer, on behalf of itself and its respective Affiliates, acknowledges and agrees that neither the Administrative Agent nor any of its Affiliates (other than Buyer) shall have any Liability in the event of any breach by Buyer or any Seller of any of its representations, warranties, covenants, obligations or other agreements under this Agreement, including its obligations to consummate the Transactions in accordance with the terms of any document contemplated by this Agreement, other than as a result of or arising out of the Administrative Agent's intentional fraud or willful misconduct. Each Seller and Buyer, on behalf of itself and its respective Affiliates, further acknowledges and agrees that neither the Administrative Agent nor any of its Affiliates (other than Buyer) shall in any way be deemed to be attributed or otherwise responsible for any of the representations, warranties, covenants, obligations or other agreements of Buyer or the Sellers under any document contemplated by this Agreement, including any obligation of Buyer or the Sellers hereunder to make payments of any kind, provide written approvals or make deliveries. Each Seller and Buyer, on behalf of itself and its respective Affiliates, further acknowledges and agrees that neither the Administrative Agent nor any of its Affiliates shall have any Liability or other obligation in respect of any action taken or not taken by the Administrative Agent in connection with any document contemplated by this Agreement, other than as a result of or arising out of the Administrative Agent's intentional fraud or willful misconduct. Each Seller and Buyer, on behalf of itself and its respective Affiliates, further acknowledges and agrees that Buyer, and not the Administrative Agent, has



negotiated the terms of the purchase set forth herein, including the assets being purchased, the Liabilities being assumed, the Purchase Price and all the terms of this Agreement relating to the purchase by Buyer, and the Administrative Agent shall bear no responsibility and incur no Liability whatsoever to any Person solely by virtue of being a Party.

10.5 Risk of Loss. The Sellers will bear all risk of loss occurring to or upon any portion of the Purchased Assets prior to the Closing Date. In the event that any material portion of any Purchased Assets is damaged or destroyed prior to Closing Date, then, with respect to such Purchased Assets, Buyer may, at Buyer's option, either (i) proceed to close notwithstanding the damage or destruction of such Purchased Assets or (ii) exclude such Purchased Assets, in which event Buyer shall have no obligation to close if as a consequence of the exclusion of such Purchased Assets any condition to Closing in Section 8.1 would not be satisfied. If Buyer closes notwithstanding an unrepaired or unrestored loss to a Purchased Asset, the Sellers will deliver and/or assign to Buyer any insurance proceeds with respect to such damage or destruction, and all claims against third parties relating thereto, and the adjustment to the Purchase Price shall be limited to the amount of any deductible or self-insured retention under the applicable policies of insurance.

10.6 Notices. All notices, demands, requests, waivers, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or that are given with respect to this Agreement shall be in writing and shall be personally served, delivered by a nationally recognized overnight delivery service with charges prepaid, or transmitted by hand delivery or electronic mail, addressed as set forth below, or to such other address as such Party shall have specified most recently by written Notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by electronic mail with confirmation of receipt (excluding "out of office" or similar automated replies); provided, however, that, if delivered or transmitted on a day other than a Business Day (or if transmitted by email after 5:00 pm Eastern Time), notice shall be deemed given on the next Business Day. Notice otherwise sent as provided herein shall be deemed given on the next Business Day following timely deposit of such Notice with an overnight delivery service:

If to the Sellers:	<p>{PGX Holdings, Inc.}          257 East 200 South, Suite 1200          Salt Lake City, UT 84111  <u>Attention:</u> {•} <a href="#">Chief Executive Officer</a>  <u>Email:</u> {•} <a href="mailto:cwallace@progrexion.com">cwallace@progrexion.com</a></p>
--------------------	--

With a copy to:	<p>Kirkland &amp; Ellis LLP          300 North LaSalle          Chicago, IL 60654  <u>Attention:</u> Steve Toth          Dan Daines          Spencer A. Winters          Whitney C. Fogelberg  <u>Email:</u> <a href="mailto:steve.toth@kirkland.com">steve.toth@kirkland.com</a>  <a href="mailto:daniel.daines@kirkland.com">daniel.daines@kirkland.com</a>  <a href="mailto:spencer.winters@kirkland.com">spencer.winters@kirkland.com</a></p>
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whitney.fogelberg@kirkland.com

If to Buyer or  
Administrative Agent: Blue Torch Finance LLC  
c/o Blue Torch Capital LP  
150 East 58<sup>th</sup> Street, 18<sup>th</sup> Floor  
New York, NY 10155  
Attention: [●]  
Email: [●]

With a copy to: King & Spalding LLP  
1185 Avenue of the Americas, 34<sup>th</sup> Floor  
New York, NY 10036  
Attention: Roger Schwartz  
Timothy M. Fesenmyer  
Email: rschwartz@kslaw.com  
tfesenmyer@kslaw.com

Rejection of or refusal to accept any Notice, or the inability to deliver any Notice because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

10.7 Entire Agreement; Amendments and Waivers. This Agreement and all agreements entered into pursuant hereto and thereto and all certificates and instruments delivered pursuant hereto and thereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties; provided that nothing herein shall modify or alter the terms, rights or obligations of the Administrative Agent, the Lenders or Sellers under the Loan Documents or the DIP Documents prior to Closing. This Agreement may be amended, supplemented or modified, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by Buyer and Sellers, or in the case of a waiver, by the Party waiving compliance. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), and no such waiver shall constitute a continuing waiver unless otherwise expressly provided. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts to this Agreement may be delivered via electronic delivery, “pdf” or facsimile. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

10.9 Invalidity. If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith to modify this Agreement, to ensure that this Agreement shall reflect as closely as practicable the intent of the Parties on the date hereof. If the final judgment of a court of competent jurisdiction or other Governmental Entity declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

10.10 Governing Law. This Agreement, and any Proceeding that may be based upon, arise out of or relate or be incidental to the Transactions, this Agreement, the negotiation, execution, performance or consummation of the foregoing or the inducement of any Party to enter into the foregoing, whether for breach of Contract, tortious conduct or otherwise, and whether now existing or hereafter arising (each, a "Transaction Dispute"), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied, except to the extent that such Laws are superseded by the Bankruptcy Code.

10.11 Dispute Resolution; Consent to Jurisdiction.

(a) Without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Transaction Dispute, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.6; provided, however, upon the closing of the Cases (except for any matter(s) with respect to the Sellers and/or the Cases in which the Bankruptcy Court retains jurisdiction with respect to such matter with respect to Sellers and/or the Cases), or if the Bankruptcy Court is unwilling or unable to hear such Transaction Dispute, then, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the District of Delaware sitting in New Castle County or the courts of the State of Delaware sitting in New Castle County and any appellate court from any thereof, for the resolution of any such Transaction Dispute. In that context, and without limiting the generality of the foregoing, each Party irrevocably and unconditionally: (i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Transaction Dispute and for recognition and enforcement of any judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts; (ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute; and (iii) agrees that Notice demand in accordance with Section 10.6, will be effective service of process; provided, however, that nothing herein will be deemed to prevent

a Party from making service of process by any means authorized by the Laws of the State of Delaware.

(b) The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

10.12 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING IN CONNECTION WITH A TRANSACTION DISPUTE.

10.13 Specific Performance. Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event that a Party does not perform its obligations under this Agreement in accordance with its specific terms or otherwise breaches this Agreement, so that, in addition to any other remedy that Buyer or the Sellers may have under law or equity, each Party shall be entitled to injunctive relief to prevent any breaches of the provisions of this Agreement by the other Parties and to enforce specifically this Agreement and the terms and provisions hereof.

10.14 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature under or by reason of this Agreement, except as expressly provided herein, including Section 10.17.

10.15 Counting. If the due date for any action to be taken under this Agreement (including the delivery of Notices) is not a Business Day, then such action shall be considered timely taken if performed on or prior to the next Business Day following such due date.

10.16 Survival. Except as expressly set forth in this Agreement to the contrary, all representations and warranties and covenants of Buyer and the Sellers, respectively, contained in this Agreement or in any document delivered pursuant hereto shall not survive the Closing Date and thereafter shall be of no further force and effect. Notwithstanding the foregoing, all covenants and agreements set forth in this Agreement, which by their terms would require performance after the Closing Date, shall survive until fully performed or until such covenant or agreement expires by its terms.

10.17 Non-Recourse. All claims, Liabilities, Proceedings, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to a Transaction Dispute, may be made only against (and are expressly limited to) the entities that are expressly identified as parties hereto in the preamble to this Agreement or, if applicable, their permitted assignees (collectively, the "Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any Contracting Party (other than the Persons listed on Schedule 10.17), or any director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing

(collectively, the “Non-Recourse Persons”), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, Liabilities, or causes of action, arising under, out of, in connection with, or related in any manner to a Transaction Dispute; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such claims, Liabilities, and causes of action, against any such Non-Recourse Persons.

10.18 Preparation of this Agreement. Buyer and the Sellers hereby acknowledge that (a) Buyer and the Sellers jointly and equally participated in the drafting of this Agreement and all other agreements contemplated hereby, (b) Buyer and the Sellers have been adequately represented and advised by legal counsel with respect to this Agreement and the Transactions, and (c) no presumption shall be made that any provision of this Agreement shall be construed against either Party by reason of such role in the drafting of this Agreement and any other agreement contemplated hereby.

10.19 Schedules. The Sellers’ Disclosure 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 Sellers’ Disclosure Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Sellers’ Disclosure Schedules, and any disclosure in the such Seller’s Disclosure Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. Capitalized terms used in the Sellers’ Disclosure 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 Sellers’ Disclosure Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business, 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 Sellers’ Disclosure Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Sellers’ Disclosure Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business. In addition, matters reflected in the Sellers’ Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Sellers’ Disclosure 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 Sellers’ Disclosure 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 Sellers’ Disclosure Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Sellers’ Disclosure 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.

10.20 Fiduciary Obligation. Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require any Seller or any of their respective managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, that the board of directors or managers (or other governing body) of such Seller has determined, in good faith after consultation with legal counsel and independent financial advisors, would be a violation of such Person's fiduciary obligations or applicable Law. For the avoidance of doubt, Sellers retain the right to pursue any transaction or restructuring strategy that, in Sellers' business judgment, will maximize the value of their estates.

10.21 Sellers' Representative. Each Seller hereby irrevocably constitutes and appoints Parent (the "Sellers' Representative") as the true and lawful agent and attorney-in-fact of such Seller with full powers of substitution to act in the name, place and stead of such Seller with respect to the performance on behalf of such Seller under the terms and provisions of this Agreement and to do or refrain from doing all such further acts and things, and to execute all such documents, as the Sellers' Representative will deem necessary or appropriate in connection with any transaction contemplated hereunder, including the power to make all decisions, consents and determinations and take all actions on behalf of such Seller, 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. The appointment of the Sellers' Representative will be deemed coupled with an interest and will be irrevocable, and any Person may conclusively and absolutely rely, without inquiry, upon any action of the Sellers' Representative as the act of any Seller in all matters referred to herein.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Sellers, Buyer and the Administrative Agent as of the date first above written.

**SELLERS:**

**PGX Holdings, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Progrexion Holdings, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Credit.com, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**eFolks Holdings, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Creditrepair.com Holdings, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Progrexion ASG, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**Progrexion IP, Inc.**

By: \_\_\_\_\_

Name:

Title:

**Progrexion Marketing, Inc.**

By: \_\_\_\_\_

Name:

Title:

**Progrexion Teleservices, Inc.**

By: \_\_\_\_\_

Name:

Title:

**eFolks, LLC**

By: \_\_\_\_\_

Name:

Title:

**Creditrepair.com, Inc.**

By: \_\_\_\_\_

Name:

Title:

**CreditRepair UK, Inc.**

By: \_\_\_\_\_

Name:

Title:



**BUYER:**

**[Lender AcquisitionCo, LLC]**

By: \_\_\_\_\_  
Name:  
Title:

**ADMINISTRATIVE AGENT:**

**Blue Torch Finance LLC**, solely for purposes of Section 3.2, Section 10.4, and Sections 10.7 to 10.21

By: \_\_\_\_\_

Name:

Title:

*[No Revisions Made to Disclosure Schedules Filed at [Docket No. 250]]*

**EXHIBIT 3**

**Lexington Law APA**

**ASSET PURCHASE AGREEMENT**

by and among

[ACQUISITIONCO],

as Buyer,

and

JOHN C. HEATH, ATTORNEY AT LAW PC D/B/A LEXINGTON LAW,

as Seller

Dated as of [●], 2023

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**Exhibits**

- Exhibit A     Bidding Procedures
- Exhibit B     Bidding Procedures Order
- Exhibit C     Form of Bill of Sale, Assignment and Assumption Agreement



## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the “Agreement”), dated as of [●], 2023 (the “Agreement Date”), is made and entered into by and among [AcquisitionCo], a Utah professional corporation (together with any assignee(s) or designee(s) pursuant to Section 10.2, “Buyer”) and John C. Heath, Attorney at Law PC d/b/a Lexington Law, a Utah professional corporation (“Seller”). Buyer and Seller are collectively referred to herein as the “Parties” and each, a “Party.”

### RECITALS:

A. Seller is a law firm engaged in the business of providing legal services, advice, and representation (“Legal Services”) directly to third-party clients primarily for the purpose of credit repair, and PGX (as defined below) provides Seller with operational support services pursuant to the PGX Operating Agreements (as defined below) (the “Business”).

B. Prior to the execution of this Agreement, the Seller and the PGX Debtors filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101 et seq. (as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) (such cases, the “Cases”).

C. This Agreement is being delivered in connection with that certain Asset Purchase Agreement, dated on or around the date hereof, by and among [Lender Acquisition Co LLC], a Delaware limited liability company, the PGX Debtors and, solely with respect to certain sections as referenced therein, Blue Torch Finance LLC, a Delaware limited liability company (the “PGX Agreement”).

D. Upon the terms and subject to the conditions set forth in this Agreement, and as authorized under sections 105, 363 and 365 of the Bankruptcy Code as relates to Seller, Seller proposes to sell, transfer and assign to Buyer, and Buyer proposes to purchase, acquire and assume from Seller the Purchased Assets (as defined below) and Assumed Liabilities (as defined below).

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and upon the terms and subject to the conditions hereof, the Parties, intending to be legally bound, hereby agree as follows:

## ARTICLE I DEFINITIONS

1.1 Defined Terms. As used herein, the terms below shall have the following respective meanings:

“Acquired Bank Accounts” shall mean any bank accounts of Seller that Buyer elects to acquire by written notice to Seller on or before the date that is ten (10) days prior to Closing; provided that the Parties shall agree in good faith as to one or more bank accounts that Seller

and/or the PGX Debtors shall retain in connection with the wind down and liquidation of the Seller and PGX Debtor entities and businesses following the Closing.

“Acquired Intellectual Property” shall mean, collectively, all Owned Intellectual Property and Licensed Intellectual Property.

“Administrative Expenses” shall mean, collectively, the administrative expenses incurred by Seller and/or the PGX Debtors in the Cases, including expenses of the kind specified in Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 546(c), 546(d), or 726 (to the extent permitted by Law) of the Bankruptcy Code, and any other provision of the Bankruptcy Code (including, subject to entry of the Interim and Final DIP Orders, Section 506(c) of the Bankruptcy Code).

“Affiliate” shall mean, 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 and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Allocation Schedule” shall mean the schedule allocating the Purchase Price and the Assumed Liabilities in accordance with Section 1060 of the Code and the Treasury Regulations thereunder and any corresponding requirements of any state, local, or foreign Tax Laws, as applicable.

“Alternate Transaction” shall mean a transaction or transactions pursuant to which Seller or any of its Affiliates, in one or a series of transactions, sells, transfers, exchanges, leases or otherwise disposes of, directly or indirectly, all or any material portion of the Purchased Assets, including any transaction effected in connection with the Auction or through any other asset sale, stock sale, share exchange, debt-for-equity swap, joint venture, credit bid, financing, merger, amalgamation, business combination, reorganization, restructuring or recapitalization, a plan of reorganization, a plan of arrangement or any similar transaction, in each case that would not involve a sale or disposition of all or any material portion of the Purchased Assets or the Business to Buyer; provided that neither any disposition of Purchased Assets that is expressly permitted by Section 6.2 of this Agreement, nor the liquidation, dismissal or conversion of the Cases and the dissolution of the Seller, shall be deemed an Alternate Transaction.

“Approved Budget” shall have the meaning ascribed thereto in the DIP Documents.

“Auction” shall mean the auction for the Purchased Assets to be conducted on the Auction Date in accordance with the terms and provisions of the Bidding Procedures Order and as defined in the Bidding Procedures.

“Auction Date” shall mean the date of the Auction scheduled by the Bankruptcy Court and set forth in the Bidding Procedures Order or such later date as shall be announced by Seller and the PGX Debtors in accordance with the Bidding Procedures Order.

“Avoidance Actions” shall mean any and all actual and/or potential claims and causes of action under chapter 5 of the Bankruptcy Code or state fraudulent conveyance, fraudulent transfer, or similar Laws, or any other avoidance actions under the Bankruptcy Code.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure originally promulgated pursuant to 28 U.S.C. § 2075.

“Benefit Plan” shall mean any “employee benefit plan” (within the meaning of Section 3(3) of ERISA), and all pension, severance, retirement, consulting, compensation, profit sharing, commission, employment, change in control, retention, fringe benefit, bonus, stock or other equity, equity based, option, incentive compensation, restricted stock, stock appreciation right or similar right, phantom equity, profits interests, deferred compensation, employee loan, vacation, paid time off, welfare, medical, dental, vision, flexible benefit, cafeteria, dependent care, disability or wage continuation benefits during periods of absence from work (including short-term disability, long-term disability and worker’s compensation benefits), supplemental unemployment, hospitalization, life insurance, death or survivor benefits, employment insurance, and all other employee benefit plans, programs, policies, practices, agreements and other arrangements, and any funding vehicle therefor now in effect, in each case, whether or not subject to ERISA, whether formal or informal, written or oral, insured or self-insured, funded or unfunded, binding or not, that (i) provides benefits or compensation to, or which has any application to, any present or former employee, director, independent contractor or other individual service provider of Seller or any beneficiary or dependent of such persons, (ii) is adopted, maintained, sponsored, contributed to, or required to be contributed to by Seller, or (iii) with respect to which Seller is a party, is bound, participates in, or has or could reasonably be expected to have any Liability.

“Bid” shall have the meaning ascribed to such term in the Bidding Procedures.

“Bidding Procedures” shall mean the Bidding Procedures filed with the Bankruptcy Court in the form attached hereto as Exhibit A or otherwise in form and substance reasonably acceptable to Buyer.

“Bidding Procedures Motion” shall mean the motion filed in the Cases, which motion shall be in form and substance satisfactory to Buyer (together with all exhibits thereto), (i) seeking approval of (A) this Agreement and the Transactions and (B) the Bidding Procedures and scheduling certain dates, deadlines and forms of notice in connection therewith, and (ii) granting other related relief, in each case, in form and substance acceptable to Buyer.

“Bidding Procedures Order” shall mean the order entered by the Bankruptcy Court approving the Bidding Procedures Motion, the Bidding Procedures and granting the relief requested therein in the form set forth in Exhibit B and with such modifications or supplements reasonably satisfactory to Buyer.

“Business Day” shall mean any day other than a Saturday, Sunday or a legal holiday on which banking institutions in New York City, New York are authorized or obligated by Law or executive order to close.

“Business Employee” means each employee of Seller as of immediately prior to the Closing.

“Buyer Avoidance Actions” shall mean any actual and/or potential Avoidance Actions or other Claim by Seller against John C. Heath and Eric Kamerath.

“Buyer Group” means Buyer, any Affiliate of Buyer and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, advisors, successors or permitted assigns.

“Claims” shall have the meaning as defined in the Bankruptcy Code.

“Client Agreements” shall mean, collectively, each agreement in effect as of the [Agreement Date] between the Seller and a client, whether an individual or a corporate or governmental entity (a “Client”), to create a relationship for the primary purpose of Legal Services rendered by the Seller, regardless of the nature of such Legal Services and notwithstanding whether such agreement is styled as a certain Engagement Agreement and Limited Designation of Agency or otherwise.

“Closing” shall mean the consummation of the Transactions.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Confidential Information” shall mean all information in any form or medium that relates to the Business, the Purchased Assets or the Assumed Liabilities, including financial information, projections, pricing structures, technical data, Trade Secrets, know-how, ideas, inventions, designs, research, development plans, identities of, and arrangements with, customers and suppliers, software and databases, but shall not include any information that (i) at the time of disclosure thereof is generally available to the public (other than as a result of disclosure in violation of this Agreement), or (ii) is independently developed by the receiving party following the Closing Date without reliance on or use of any Confidential Information.

“Contract” shall mean any lease, sublease, license, sublicense, agreement, contract, contract right, obligation, trust, purchase order, sale order, instrument and other similar arrangements, whether or not in written form, that is binding upon a Person or its property (including any commitment to enter into any of the foregoing).

“Cure Amounts” shall mean all amounts payable that must be paid or otherwise satisfied to cure all of Seller’s monetary defaults under the Assumed Contracts at the time of the assumption thereof and assignment to Buyer pursuant to section 365 of the Bankruptcy Code.

“Dataroom” shall mean that certain data site administered by Box.

“Debt” shall mean, without duplication, (i) indebtedness or other obligations for borrowed money or in respect of loans or advances or issued in substitution for or exchange of indebtedness for borrowed money or loans or advances, whether short-term or long-term, secured or unsecured, (ii) any indebtedness or other obligations evidenced by any note, bond,

debenture or other debt security or instrument, (iii) all obligations to pay the deferred purchase price of property or services, contingent or otherwise (including all “earn-out” obligations), (iv) all obligations under interest rate and currency hedging agreements, including swap breakage or associated fees, (v) all obligations arising from bankers’ acceptances, letters of credit (to the extent drawn) and cash/book overdrafts or similar facilities, (vi) all obligations for the payment of which a Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including guarantees of such obligations, (vii) any obligations under leases that have been or are required to be, in accordance with GAAP, recorded as capital leases, (viii) any indebtedness or other obligations secured by an Encumbrance on Seller’s interest in any assets, and (ix) all accrued interest, premiums, penalties (including any prepayment penalties or premiums) and other obligations related to any of the foregoing.

“DIP Documents” shall mean that certain Superpriority Secured Debtor-in-Possession Credit Facility by and among the DIP Lenders, the PGX Debtors, the Seller, the Guarantors (as defined therein) and the Administrative Agent (as defined therein), together with the schedules and exhibits attached thereto and all agreements, documents, orders, instruments and/or amendments executed, delivered or entered in connection therewith.

“DIP Facility” shall mean the debtor-in-possession term loan facility pursuant to which the DIP Lenders agreed to provide debtor-in-possession financing commitments on the terms set forth in the DIP Documents.

“DIP Lenders” shall mean the lenders providing the DIP Facility.

“Documents” means all of Seller’s 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, maintenance schedules, functional requirements, operating instructions, 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.

“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.

“Equity Interests” of any Person shall mean all (i) shares of capital stock, rights to purchase shares of capital stock, warrants, options, calls or restricted stock (whether or not currently exercisable), (ii) equity appreciation, phantom stock, stock plans, profit participation plans, profit units, profit interests, equity plans or similar rights, (iii) participations or other equivalents of or interests in (however designated, including units thereof) the equity (including

common stock, preferred stock and limited liability company, partnership and joint venture interests) of such Person and (iv) securities exchangeable for or convertible or exercisable into any of the foregoing.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“Excluded Cash” shall mean, collectively, all cash on hand and cash drawn by Seller under the DIP Facility to the extent necessary to, subject to the terms of the DIP Orders and Approved Budget (each as approved by the Bankruptcy Court in connection with the DIP Facility), (a) satisfy the allowed Professional Fees and Expenses payable by Seller, if any, that have accrued, are undisputed and are unpaid as of the Closing Date, (b) pay all Administrative Expenses of the Seller that are accrued, unpaid, allowed and undisputed as of the effective date in the Cases, subject to the DIP Orders and Approved Budget and (c) fund an orderly liquidation, dismissal or conversion of the Cases and the dissolution of the Seller (which amount shall be equal to \$2,625,000 (the “Wind Down Amount”)), to be used in accordance with a budget acceptable to the Debtors and Buyer (the “Wind Down Budget”) (to be finalized prior to the Sale Hearing and attached as an exhibit to the Sale Order).

“Final DIP Order” shall mean an Order of the Bankruptcy Court acceptable to the Administrative Agent in its sole discretion, authorizing and approving on a final basis, among other things, the DIP Documents and the DIP Facility on a final basis (as the same may be amended, supplemented, or modified from time to time after entry thereof with the consent of Administrative Agent, in its sole discretion) as to which no stay has been entered.

“Final Order” shall mean an Order of the Bankruptcy Court or other applicable court (a) that is not the subject of a pending appeal, petition for certiorari, motion for reconsideration or leave to appeal or other proceeding for review, rehearing or reargument, (b) that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect, and (c) with respect to which the time to appeal, to petition for certiorari, to move for reconsideration or to seek review, rehearing or reargument shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure or other applicable Laws, as applicable.

“GAAP” shall mean United States generally accepted accounting principles.

“Governmental Entity” shall mean any (i) federal, state, provincial, local, municipal, foreign or other government, (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court, arbitrator or other tribunal) or (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Intellectual Property” shall mean all intellectual property and industrial property, whether protected, created or arising under the Laws of the United States or any other

jurisdiction, including all: (i) patents and patent applications, all continuations, divisionals, and continuations-in-part of any of the foregoing, all patents issuing on any of the foregoing, and all reissues, renewals, substitutions, reexaminations and extensions of any of the foregoing; (ii) trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions of any of the foregoing (collectively, “Marks”); (iii) internet domain names; (iv) copyrights, works of authorship, and all mask work, database and design rights, whether or not registered or published, all applications, registrations, reversions, extensions and renewals of any of the foregoing, and all moral rights, however denominated (collectively, “Copyrights”); (v) trade secrets and other confidential or proprietary information (collectively, “Trade Secrets”); (vi) rights of publicity, persona rights or other rights to use indicia of any Person’s personality; and (vii) Technology and other intellectual property or industrial property rights arising from or relating to any Technology.

“Interim DIP Order” shall mean an Order of the Bankruptcy Court (as the same may be amended, supplemented, or modified from time to time after entry thereof in accordance with the terms thereof), in form and substance acceptable to the Administrative Agent in its sole discretion, authorizing on an interim basis, among other things, the DIP Documents and the DIP Facility.

“Knowledge of Seller” shall mean, as to a particular matter, the actual knowledge of John C. Heath, Esq.

“Law” shall mean any federal, state, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order, treaty, administrative interpretation, guideline, principle of common law or equity, judgment enacted, promulgated, issued, enforced or entered by any Governmental Entity.

“Leased Real Property” shall mean each parcel of real property leased by Seller, together with all rights, title and interest of Seller in and to leasehold improvements relating thereto.

“Leases” shall mean all leases, subleases, licenses, concessions and other agreements pursuant to which Seller holds any Leased Real Property.

“Liabilities” shall mean, as to any Person, all debts, adverse claims, liabilities, commitments, responsibilities, and obligations of any kind or nature whatsoever, direct, indirect, asserted or unasserted, absolute or contingent, of such Person, whether accrued, vested or otherwise, whether known or unknown, and whether or not actually reflected, or required to be reflected, in such Person’s balance sheets or other books and records, including any liability for Taxes.

“Licensed Intellectual Property” shall mean all Intellectual Property (other than Owned Intellectual Property) used, held for use or practiced in connection with the Business.

“Liquidating Plan” shall mean a liquidating plan of reorganization permissible under chapter 11 of the Bankruptcy Code, to be implemented in the Cases.

“Material Adverse Effect” shall mean any matter, event, change, occurrence, circumstance, development, condition, fact or effect (each an “Effect”), which, when considered either individually or in the aggregate together with other Effects is materially adverse to the Business, the Purchased Assets and the Assumed Liabilities, taken as a whole; provided that none of the following (or the 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 arising out of, resulting from or attributable to general business or economic conditions affecting (A) the United States or those countries within which Seller operates, or (B) the industries in which Seller operates, 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 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 any change in GAAP or regulatory accounting principles or interpretations thereof after the date hereof, or a change in applicable Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Entity (including, for the avoidance of doubt, any such items related to Section 6.5) and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing after the date hereof; (iii) 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 another country 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) terrorist act or 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 any other country; (iv) Effects in, arising from or relating to any global or national health concern, pandemic, or epidemic, (whether or not declared as such by any Governmental Entity), viral outbreak (including “Coronavirus” or “COVID-19” or the worsening thereof) or any quarantine or trade restrictions related thereto; (v) Effects in, arising from or relating to any natural disaster, fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God or any other *force majeure*; (vi) Effects in, arising from or relating to the decline or rise in price of any currency or any equipment, machines, computers, furniture, furnishings, fixtures, supplies, vehicles or other fixed assets necessary to or used in the provision of services by Seller or its Affiliates (including any resulting inability to meet customer demands and any resulting breaches of Contracts); (vii) 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); (viii) Effects in, arising from or relating to (A) the taking of any action permitted or contemplated by this Agreement or at the request of Buyer or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, (C) Buyer’s failure to consent to any of the actions restricted in Section 6.1, or (D) the negotiation, announcement, or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Buyer or Buyer’s plans with respect to the Purchased Assets and Assumed Liabilities, including the impact thereof on the relationships, contractual or otherwise, of the business of Seller or its Affiliates with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation



arising from or relating to this Agreement or the Transactions; (ix) Effects in, arising from, or relating to any existing event, occurrence or circumstance that is publicly known or disclosed or with respect to which Buyer has knowledge as of the date hereof, including any matter set forth in the Seller's Disclosure Schedules (as defined below); (x) Effects in, arising from or relating to any action required to be taken under any existing Contract to which Seller or its Affiliates (or any of their assets or properties) is bound; (xi) Effects that arise from any seasonal fluctuations in the Business; (xii) 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 Buyer or its Affiliates or Representatives) and any other failure to win or maintain customers or business; (xiii) the Effect of any action taken by Buyer or its Affiliates with respect to the Transactions or the financing thereof or any breach by Buyer of this Agreement; (xiv) the matters set forth on the Seller's Disclosure Schedules and any changes or developments in, or Effects or results arising from or relating to, matters set forth on the Seller's Disclosure Schedules; or (xv) (A) the commencement or pendency of the Cases; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the Transactions, (2) the Sale Order or the reorganization or liquidation of Seller or its Affiliates, or (3) the assumption or rejection of any Available Contract; or (C) any Order of the Bankruptcy Court or any actions or omissions of Seller or its Affiliates in compliance therewith.

“Opt-Out Notices” shall mean, collectively, the Notice of Sale of Lexington Law, the form of which was approved by that certain order of the Bankruptcy Court entered at Docket No. 64 of the procedurally-consolidated Cases, provided to each Client.

“Order” shall mean any judgment, order, injunction, writ, ruling, decree, stipulation, award or other binding obligation, pronouncement or determination of any Governmental Entity or arbitration tribunal.

“Ordinary Course of Business” shall mean the conduct and operation of the Business, taken as a whole, in the ordinary course, taken as a whole, consistent with past practice and taking into account the contemplation, commencement and pendency of the 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.

“Organizational Documents” shall mean, with respect to any Person (other than a natural Person), (i) the certificate or articles of incorporation, formation or organization and any limited liability company, operating or partnership agreement, or similar organizational document adopted or filed in connection with the creation, formation or organization of such Person and (ii) all bylaws and equity holders agreements or similar arrangements to which such Person (or holders of its Equity Interests) is a party relating to the organization or governance of such Person, in each case, as amended or supplemented.

“Owned Intellectual Property” shall mean all Intellectual Property owned or purported to be owned by Seller.

“Permits” shall mean all licenses, certificates, consents, permits, registrations, quotas, and other authorizations of any Governmental Entity relating to the Purchased Assets or used by Seller in connection with the Business, and all pending applications therefor.

“Permitted Encumbrances” shall mean (i) liens for utilities and Taxes, assessments or other governmental charges not yet due and payable, the amount or validity of which is being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) building codes, zoning Laws, entitlement and other land use restrictions, environmental regulations and other similar restrictions imposed by Law or by any Governmental Entity having jurisdiction over any Real Property which are not violated by the current use, occupancy or operation of any Real Property, (iii) easements, rights of way, restrictive covenants, encroachments, and similar non-monetary encumbrances or non-monetary impediments against any of the Purchased Assets which do not, individually or in the aggregate, adversely affect the operation of the Purchased Assets and, in the case of the Leased Real Property, which do not, individually or in the aggregate, adversely affect the use or occupancy of such Leased Real Property as it relates to the operation of the Purchased Assets, (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens incurred in the Ordinary Course of Business for amounts not yet due and payable, (v) licenses granted on a non-exclusive basis, (vi) such other defects, exceptions, restrictions, imperfections in title, charges, easements, restrictions and encumbrances which do not, individually or in the aggregate, materially and adversely affect the operation of the Purchased Assets, (vii) title of a lessor under a capital or operating lease if such lease is an Assumed Contract; and (viii) solely prior to the Closing, any Encumbrances that will be removed or released by operation of the Sale Order.

“Person” shall mean an individual, partnership, joint venture, corporation, business trust, limited liability company, trust, unincorporated organization, association, joint stock company, estate, Governmental Entity or other entity.

“Personal Information” shall mean, in addition to any definition for any similar term (e.g., “personal data” or “personally identifiable information” or “PII”) provided by applicable Law or by Seller in any of their privacy policies, notices or contracts, all information that identifies, could be used to identify or is otherwise associated with an individual person or device, whether or not such information is associated with an identified individual. Personal Information may relate to any individual, including a current, prospective, or former customer, end user or employee of any Person, and includes information in any form or media, whether paper, electronic, or otherwise.

“Petition Date” shall mean the date on which Seller and the PGX Debtors file voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

“PGX” shall mean, collectively, Progrexion Holdings, Inc., a Delaware corporation (“Progrexion”), Progrexion IP, Inc., a Delaware corporation (“PGX IP”), Progrexion Marketing, Inc., a Delaware corporation (“PMT”), Progrexion ASG, Inc., a Delaware corporation (“PGX ASG”) and Progrexion Teleservices, Inc., a Delaware corporation (“PTI”).

“PGX Debtors” shall mean, collectively, PGX, PGX Holdings, Inc., a Delaware corporation, PGX Holdings, Inc., a Delaware corporation, Credit.com, Inc., a Delaware corporation, eFolks Holdings, Inc., a Delaware corporation, eFolks, LLC, a Delaware limited liability company, creditrepair.com, Inc., a Florida corporation, Credit Repair UK, Inc., a Delaware corporation, and Creditrepair.com Holdings, Inc., a Delaware corporation.

“PGX Operating Agreements” shall mean, collectively, that certain (i) Software Licensing Agreement by and between PGX IP and Seller, effective September 1, 2014, (ii) Advertising Agreement by and between PMI and Seller, effective as of September 1, 2014, (iii) Administrative Services Agreement by and between PGX ASG and Seller and (iv) Cross Default Agreement by and between PGX and Seller, effective July 1, 2012, in each case, together with all applicable amendments, documents and agreements related thereto.

“PGX Sale” shall mean the sale of assets of the PGX Debtors pursuant to the PGX Agreement.

“Post-Closing Tax Period” shall mean all taxable years or other taxable periods that end after the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period beginning after the Closing Date.

“Pre-Closing Tax Period” shall mean all taxable years or other taxable periods that end on or before the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period ending on and including the Closing Date.

“Privacy Laws” shall mean any and all applicable Laws, legal requirements and self-regulatory guidelines (including of any applicable foreign jurisdiction) relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (technical, physical or administrative), disposal, destruction, disclosure or transfer (including cross-border) of any Personal Information, including the Federal Trade Commission Act, Health Insurance Portability and Accountability Act (HIPAA), California Consumer Privacy Act (CCPA), Payment Card Industry Data Security Standard (PCI-DSS), and any and all applicable Laws relating to breach notification or marketing in connection with any Personal Information.

“Proceeding” shall mean any action, claim complaint, arbitration, governmental investigation, prosecution, order, litigation, proceeding, or suit (whether civil, criminal, administrative, investigative, appellate, or informal) 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, or otherwise involving, any Governmental Entity or arbitrator.

“Professional Fees and Expenses” shall mean the reasonable and documented fees and expenses of professionals of Seller and any committee appointed in the Cases pursuant to section 1102 of the Bankruptcy Code that are accrued and unpaid as of the Closing Date, whether or not

included in a fee statement or fee application at such time and whether or not allowed by the Bankruptcy Court at such time.

“Purchased Assets” shall mean all right, title and interest of Seller, as of the Closing, in, to and under all of the assets, properties, interests, rights and claims of Seller as of the Closing (whether owned, leased, licensed, used or held for use by the Seller), wherever situated and of whatever kind and nature, real or personal, tangible or intangible, and whether or not reflected on the books and records of the Seller, including the assets, properties, rights and claims as of the Closing described in Section 2.1, other than the Excluded Assets.

“Real Property” shall mean Leased Real Property.

“Representative” shall mean, with respect to any Person, such Person’s officers, managers, directors, employees, agents and representatives (including any investment banker, financial advisor, accountant, legal counsel or expert retained by or acting on behalf of such Person or its Affiliates).

“Sale Order” shall mean, collectively, the Order or Orders which shall be in a form and substance acceptable to Buyer and Seller in their sole discretion and which shall, among other things: (i) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code (A) the execution, delivery and performance by Seller of this Agreement, including each and every term and condition hereof, and the other instruments and agreements contemplated hereby, (B) the sale of the applicable Purchased Assets of Seller to Buyer free and clear of all Encumbrances and Liabilities (other than Permitted Encumbrances), on the terms set forth herein and (C) the assumption of the Assumed Liabilities of Seller by Buyer on the terms set forth herein; (ii) authorize Seller to assume and assign to Buyer the Assumed Contracts; (iii) find that Buyer has provided adequate assurance of future performance with respect to the Assumed Contracts to which Seller is a party; (iv) find that Buyer is a “good faith” buyer within the meaning of section 363(m) of the Bankruptcy Code; (v) provide that neither Buyer nor any of its Affiliates or equityholders will have any derivative, successor, transferee or vicarious liability of any kind or character, whether fixed or contingent, for Liabilities of Seller (whether under federal or state Law or otherwise), including on account of any Taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Business prior to the Closing (except for such Taxes that constitute Assumed Liabilities); (vi) waive in all necessary jurisdictions, (A) the so-called “bulk sales,” “bulk transfer” and similar Laws, including those related to Taxes and (B) the imposition of any Taxes incurred in connection with the Transactions and the Sale Order; (vii) enjoin all Persons from commencing any proceeding or taking any action against Buyer or any of its Affiliates to recover any claim that such Person has solely against Seller or its Affiliates; and (viii) provide that the obligations of Seller relating to Taxes, whether arising under Law, by this Agreement (except as specifically set forth in this Agreement), or otherwise, shall be fulfilled by Seller.

“Seller’s Disclosure Schedules” shall have the meaning ascribed to such term in the opening paragraph of Article IV.

“Software” shall mean, collectively, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code

or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing.

“Successful Bidder” shall mean the winning bidder at the Auction.

“Tax” or “Taxes” shall mean (i) all U.S. federal, state, local, foreign and other taxes, assessments, duties or charges of any kind whatsoever, including, income, profits, gains, net worth, sales and use, *ad valorem*, gross receipts, sales, use, business and occupation, license, premium, minimum, alternative or add-on minimum, environmental, estimated, stamp, customs duties, occupation, property (real or personal), franchise, capital stock, license, excise, value added, payroll, employment, social security (or similar), escheat, unclaimed property, unemployment, transfer, severance, registration, lease, service, recording, documentary, permit or authorization, intangibles or other tax (whether payable directly or by withholding), together with any penalty, fine, addition to tax or interest on the foregoing; (ii) any liability in respect of any items described in clause (i) payable by reason of contract, assumption, transferee or successor liability, operation of Law, Treasury Regulations Section 1.1502-6(a) or any analogous or similar provision of Law (or any predecessor or successor thereof) or otherwise; and (iii) any Liability in respect of any items described in clause (i) as a result of being a “transferee” of the taxpayer or entity or a number of a related, non-arm’s length, affiliated or combined group.

“Tax Return” shall mean any return, declaration, report, claim for refund, or information return or statement (including elections, declarations, disclaimers, notices, disclosures, schedules, estimates) relating to Taxes, including any schedule or attachment thereto, and including any amendment or supplement thereof.

“Technology” shall mean all technology, formulae, algorithms, procedures, processes, methods, techniques, ideas, know-how, creations, inventions (whether patentable or unpatentable and whether or not reduced to practice), discoveries, improvements, product, servicing, business, financial and supplier information and materials, specifications, designs, models, devices, prototypes, schematics and development tools, Software, websites, recordings, graphs, drawings, reports, analyses and other writings and other tangible embodiments of any of the foregoing, in any form or media whether or not specifically listed in this definition.

“Transactions” shall mean the sale of the Purchased Assets pursuant to this Agreement and the other transactions contemplated by this Agreement.

“Transfer Tax” or “Transfer Taxes” shall mean any stamp, sales, use, transfer, conveyance, recording, registration, filing or other similar non-income Tax, fee, duty or charge imposed upon the sale, transfer or assignment of property or any interest therein or the recording thereof, and any penalty, addition to Tax or interest with respect thereto.

“Transferred Client Agreements” shall mean, collectively, each of the Client Agreements other than any such agreement corresponding to a client that timely opted-out from the transfer

from Seller to Buyer of such client’s relationship for Legal Services in accordance with the terms of the applicable Opt-Out Notice.

“Treasury Regulations” shall mean the regulations promulgated under the Code, as such regulations may be amended from time to time.

“WARN Act” shall mean the Worker Adjustment and Retraining Notification Act of 1988, as amended.

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### 1.3 Other Definitional Provisions and Rules of Interpretation.

(a) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are 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.

(b) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall 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) Words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any Party to this Agreement shall include such Party's successors and permitted assigns.

(f) The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if".

(g) References herein to any Law shall be deemed to refer to such Law as amended, modified, codified, reenacted, replaced, supplemented or superseded in whole or in part and in effect from time to time, including any successor legislation thereto, and also to all rules and regulations promulgated thereunder, and references to any section or other provision of a Law means that section or provision of such Law in effect from time to time and constituting the substantive amendment, modification, codification, reenactment, replacement or supplement of such section or other provision; provided that for purposes of any representation or warranty set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Law, the reference to such Law means such as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(h) All references to "\$" and dollars shall be deemed to refer to the currency of the United States of America.

(i) The provision of a table of contents, the division into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. References to the terms "Article," "Section," "clause," "Schedule" and "Exhibit" are references to the Articles, Sections, clauses, Schedules and Exhibits to this Agreement unless otherwise specified.

(j) References to "days" means calendar days unless Business Days are expressly specified. 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.

(k) References to "written" or "in writing" include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)).

(l) 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.

(m) Any document or item will be deemed "delivered," "provided" or "made available" by Seller, within the meaning of this Agreement if such document or item (a) is included in the Dataroom, (b) actually delivered or provided to Buyer or any of Buyer's Representatives or (c) made available upon request, including at Seller's office(s).



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

## ARTICLE II TRANSFER OF ASSETS AND LIABILITIES

2.1 Purchased Assets. At the Closing, and upon the terms and subject to the conditions set forth herein and in the Sale Order and, with respect to Seller, subject to the approval of the Bankruptcy Court pursuant to sections 105, 363 and 365 of the Bankruptcy Code, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of the right, title and interest of Seller, free and clear of any Encumbrances (other than Permitted Encumbrances), in, to and under, all of the Purchased Assets. The Purchased Assets shall include Seller's right, title and interest in, to and under each of the following of Seller:

(a) other than the Excluded Cash, (i) all cash, money orders, third-party checks, wire transfers and any other funds of Seller, commercial paper, marketable securities, demand deposits, reserves for Taxes, certificates of deposit and other bank deposits, deposits of Seller with any third-party (including any vendor, manufacturer, customer, utility or landlord or other cash deposits for rent, electricity, telephone or otherwise), treasury bills, and other cash equivalents and liquid investments (in each case, net of bank overdrafts, issued but uncleared checks, wire transfers and drafts, and negative cash balances in other accounts), and (ii) the Acquired Bank Accounts;

(b) all deposits, credits, and prepaid charges and expenses from whatever source paid;

(c) all accounts receivable;

(d) all Avoidance Actions and all of the rights, claims or causes of action of the Seller of any kind, including those available under the Bankruptcy Code, against any officer, director, employee, manager or Affiliate of, or lender to Seller or any of its respective Affiliates (and the proceeds of any insurance policies related to any such rights, claims or causes of action) arising at any time prior to the Closing; provided that neither the Buyer nor any Person claiming by, through or on behalf of the Buyer (including by operation of law, sale, assignment, conveyance or otherwise) shall pursue, prosecute, litigate, institute or commence any Proceeding based on, assert, sell, convey, assign or file any Claim that relates to any rights, claims or causes of action transferred under this Section 2.1(d) against Seller, or any officer, director, employee, manager, adviser, or other Representative of Seller;

(e) all Claims that Seller may have against any Person (including Governmental Entities) for refund or credit, rebate, abatement, deposit, prepayment, or other recovery of any type, together with any refund of interest due thereon or penalty rebate arising therefrom, in each case solely with respect to Taxes accrued with respect to periods ending on or prior to the Closing Date;

(f) all royalties, advances, prepaid assets, and other current assets;

(g) all machinery, furniture, fixtures, furnishings, equipment, and other tangible personal property owned or used or held for use by Seller in the conduct of the Business, including all artwork, desks, chairs, tables, hardware, copiers, telephone lines and numbers, facsimile machines and other telecommunication equipment, cubicles and miscellaneous office furnishings and supplies;

(h) all rights of Seller under or pursuant to all warranties, representations and guarantees, including those made by suppliers, manufacturers and contractors or any other third party to and for the benefit of Seller;

(i) all current and prior insurance policies, to the extent transferable, and any proceeds therefrom, other than any directors and officers insurance policies;

(j) all Permits, including those listed on Schedule 2.1(j), to the extent transferable or assignable under Law;

(k) all Assumed Contracts;

(l) all Documents;

(m) all Acquired Intellectual Property and all of Seller's rights to institute and pursue Proceedings against third parties for past, present and future infringement, misappropriation or dilution of any of the foregoing, or other conflict therewith, and all of Seller's rights to recover damages or lost profits in connection with any of the foregoing;

(n) all rights under non-disclosure or confidentiality, non-compete or non-solicitation agreements with employees and non-employee agents of Seller or with third parties (including any non-disclosure or confidentiality, non-compete, or non-solicitation agreement entered into in connection with the Auction);

(o) any interest in any internet websites, URLs or internet domain names, and any applications and registrations pertaining thereto;

(p) any loans owed to Seller by any current or former employee, officer or director of Seller;

(q) the sponsorship of all Assumed Benefit Plans and all right, title and interest in any assets thereof or relating thereto;

(r) all other assets or rights of every kind and description of Seller related to the Business, wherever located, whether real, personal or mixed, tangible or intangible; and

(s) all goodwill related to the foregoing.

2.2 Excluded Assets. Notwithstanding anything herein contained to the contrary, from and after the Closing, Seller shall retain, and Buyer shall not purchase, Seller's right, title and interest in and to (and the Purchased Assets shall not include any of) the following assets and properties of Seller (collectively, the "Excluded Assets"), all of which shall remain the exclusive property of the Seller:

(a) any Contract other than (i) any Assumed Contract, or (ii) any Contract otherwise included as a Purchased Asset under Section 2.1(h), Section 2.1(k), or Section 2.1(n) (collectively, the "Excluded Contracts"); *provided* that, for the avoidance of doubt, all Client Agreements other than Transferred Client Agreements shall constitute Excluded Contracts;

(b) any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of Seller and any Related Party (as defined below);

(c) all Claims which Seller may have against any Person (other than Avoidance Actions or any of the other rights, claims or causes of action described in Section 2.1(d)), including (i) all other rights, claims, causes of action, rights of recovery, rights of set-off, and rights of recoupment as of the Closing of Seller, in each case, arising out of or relating to events occurring on or prior to the Closing Date, and (ii) all claims that Seller may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities;

(d) all rights of Seller under this Agreement and the agreements and instruments delivered to Seller by Buyer pursuant to this Agreement;

(e) all Documents (i) to the extent they relate to any of the Excluded Assets or Excluded Liabilities (including information stored on the computer systems, data networks or servers of Seller); (ii) that are Seller's financial accounting Documents, all minute books, organizational documents, stock registers and such other books and records of Seller as pertaining to ownership, organization or existence of Seller, Tax Returns (and any related work papers), corporate seal, checkbooks, and canceled checks; (iii) that 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, to the extent not prohibited by applicable Law, Buyer shall have the right to make copies of any portions or all of such Documents;

(f) all privileged materials, documents and records of Seller or any of its Affiliates;

(g) the Seller's directors and officers liability insurance policies, if any, and all rights and benefits of any nature of Seller with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(h) all assets owned or used by Seller that are specifically identified in Schedule 2.2(h);

(i) every asset of Seller that would otherwise constitute a Purchased 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) in the Ordinary Course of Business, (ii) at the direction of the Bankruptcy Court or (iii) as otherwise permitted by the terms of this Agreement;

(j) all deposits, credits, prepaid charges and expenses, and other similar amounts, to the extent related to any Excluded Liability;

(k) all Permits other than those set forth in Schedule 2.1(j);

(l) the sponsorship of all Benefit Plans that are not Assumed Benefit Plans and all right, title and interest in any assets thereof or relating thereto; and

(m) the Excluded Cash.

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement and the Sale Order, and subject to the exclusions set forth in Section 2.4 (and in the event of any conflict between the exclusions set forth in Section 2.4 and the provisions of this Section 2.3, the exclusions set forth in Section 2.4 shall prevail), as partial consideration for the Purchased Assets, Buyer shall, on and after the Closing, assume only the following Liabilities of Seller (the “Assumed Liabilities”):

(a) all Liabilities under the Assumed Contracts to the extent that any such Liabilities under such Assumed Contracts: (i) arise out of or relate to events, occurrences, acts or omissions occurring solely after the Closing Date, (ii) do not arise from a breach, violation or default of such Assumed Contract by Seller prior to the Closing; and (iii) are not required to be performed prior to the Closing;

(b) all Liabilities relating to Buyer’s ownership or operation of the Purchased Assets to the extent arising out of or relating to events, occurrences, acts or omissions occurring solely after the Closing Date;

(c) all Cure Amounts;

(d) all accrued and unpaid Administrative Expenses incurred by Seller prior to the Closing Date (other than Professional Fees and Expenses) and those listed on Schedule 2.3(d), not to exceed \$~~5,100,000~~ in the aggregate;

(e) all current Liabilities, including all accounts payable and trade payables existing on the Closing Date (including, for the avoidance of doubt, (i) invoiced accounts payable and (ii) accrued but uninvoiced accounts payable) of Seller;

(f) all Liabilities in respect of wages and other compensation of Business Employees for periods prior to the Closing Date;

(g) all Liabilities of Seller under the employment agreements set forth on Schedule 2.3(g) (the “Key Employee Agreements”);

(h) all Liabilities relating to Transferred Employees accruing on or after the Closing Date;

(i) all Liabilities relating to Transferred Employees' vacation and other paid time off to the extent set forth in Section 6.6;

(j) all Liabilities with respect to the Benefit Plans listed on Schedule 2.3(j) (the "Assumed Benefit Plans");

(k) all Liabilities for Transfer Taxes pursuant to Section 6.10(a); and

(l) those Tax Liabilities specifically set forth on Schedule 2.3(l).

2.4 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, Buyer shall not assume, and shall not be deemed to have assumed, and Seller shall be solely and exclusively liable with respect to, all Liabilities of Seller or any of its Affiliates or any of their respective predecessors other than the Assumed Liabilities (collectively, the "Excluded Liabilities"). For the avoidance of doubt, and without limiting the foregoing, Buyer shall not be obligated to assume, nor assumes, and Buyer hereby disclaims, all of the Excluded Liabilities, including the following Liabilities of Seller or any of its Affiliates (or any of its respective predecessors) (which shall constitute an Excluded Liability hereunder):

(a) any Claim in connection with or arising from or relating to any Excluded Asset, including any Taxes associated therewith.

2.5 Assumption and Assignment of Assumed Contracts.

(a) At the Closing Seller shall assume and assign, or cause to be assigned, to Buyer, and Buyer shall accept assignment of, each of the PGX Operating Agreements and Transferred Client Agreements.

(b) Schedule 2.5(b) sets forth a list of the executory Contracts other than the PGX Operating Agreement to which Seller is a party, together with estimated Cure Amounts for each Assumed Contract (such Contracts other than the Client Agreements, the "Available Contracts"), which Schedule 2.5(b) may be updated from time to time prior to the date that is fifteen (15) days following the Agreement Date to add any Contracts inadvertently excluded from such schedule. By the date that is two (2) Business Days prior to the Closing (such date, the "Determination Date"), Buyer shall designate in writing (each such writing, a "Designation Notice") which Available Contracts from Schedule 2.5(b) Buyer wishes for Seller to assume and assign to Buyer at the Closing (such contracts, together with the PGX Operating Agreements, the Key Employee Agreements and the Transferred Client Agreements, the "Assumed Contracts"). Buyer shall have the right to amend a Designation Notice in any respect at any time prior to the Determination Date. All Contracts of Seller that are listed on Schedule 2.5(b) and which Buyer does not designate in writing pursuant to a Designation Notice for assumption shall not constitute Assumed Contracts or Purchased Assets and shall automatically be deemed Excluded Assets; provided, however, that if an Available Contract is subject to a Cure Amount dispute or other dispute as to the assumption or assignment of such Available Contract that has not been resolved to the mutual satisfaction of Buyer and Seller prior to the Determination Date, then the

Determination Date shall be extended (but only with respect to such Available Contract) to no later than the earlier of (A) the date on which such dispute has been resolved to the mutual satisfaction of Buyer and Seller, (B) the date on which such Available Contract is deemed rejected by operation of section 365 of the Bankruptcy Code and (C) the date upon which such dispute is finally determined by the Bankruptcy Court (the “Extended Contract Period”). If a Designation Notice with respect to such Available Contract is not delivered by Buyer in writing by the date which is three (3) Business Days following the expiration of such Extended Contract Period, such Available Contract shall be automatically deemed an Excluded Asset. For the avoidance of doubt, except as set forth in Section 2.3, Buyer shall not assume or otherwise have any Liability with respect to any Excluded Asset. At Buyer’s reasonable request, Seller shall make reasonably available to Buyer the appropriate employees of Seller necessary to discuss the outstanding Available Contracts. Notwithstanding the foregoing, for the avoidance of doubt, the Key Employee Agreements and the PGX Operating Agreements shall, in any event, be Assumed Contracts.

(c) Seller shall use commercially reasonable efforts to take all actions required by the Bankruptcy Court to obtain an Order (which may be the Sale Order) containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code.

(d) At the Closing, Seller shall, pursuant to the Sale Order and the Bill of Sale and Assignment and Assumption Agreement, assume and assign, or cause to be assigned, to Buyer, each of the Assumed Contracts that is capable of being assumed and assigned as of such date.

(e) Buyer will cooperate with Seller in communicating with third parties to Available Contracts as may be reasonably necessary to assist Seller in establishing that Buyer has satisfied the requirement of adequate assurance of future performance contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the applicable Available Contracts.

(f) In the event Seller is unable to assign any such Assumed Contract to Buyer without the consent of another Person, then the Parties shall use their commercially reasonable efforts to obtain, and to cooperate in obtaining, all required consents necessary to assume and assign such Assumed Contracts to Buyer; provided that Seller’s administration of the process with the Opt-Out Notices shall be sufficient to satisfy Seller’s obligations under this Section 2.5(f) solely in connection with Client Agreements.

(g) As soon as practicable after the Agreement Date (and in no event later than three (3) Business Days after entry of the Bidding Procedures Order), Seller shall file a list of the Available Contracts (the “Assumption Notice”) with the Bankruptcy Court and shall serve such Assumption Notice via first class mail on each counterparty to an Available Contract listed thereon. The Assumption Notice shall identify all Available Contracts and set forth a good faith estimate of the amount of the Cure Amounts applicable to each such Contract.

(h) Not later than one (1) Business Day following the Determination Date, Seller shall file with the Bankruptcy Court an amended and restated Assumption Notice, which notice shall set forth only the Assumed Contracts (and exclude all other Available Contracts).

(i) On the Closing Date, with respect to Cure Amounts not disputed as of the Closing Date, Buyer shall pay all Cure Amounts to the applicable counterparty and Seller shall have no Liability therefor. With respect to Cure Amounts that are disputed as of the Closing Date, the Parties shall cooperate and diligently pursue resolution of such disputes. Upon the resolution of any disputed Cure Amount following the Closing, Buyer shall pay such Cure Amount promptly, and in no event later than two (2) Business Days following such resolution.

(j) Upon payment by Buyer of the Cure Amounts, all defaults under the Assumed Contracts (monetary or otherwise) and all actual or pecuniary losses that have or may have resulted from such defaults shall be deemed cured, including any Tax, rental obligation, common area maintenance, percentage rent, base rent or utility payments, whether or not such obligation became due, or accrued, after the effective date of the assignment of such Assumed Contracts, as the case may be.

(k) Notwithstanding anything in this Agreement to the contrary, from and after the date hereof through the Closing, Seller will not reject or take any action (or fail to take any action that would result in rejection by operation of Law) to reject, repudiate or disclaim any Contract without the prior written consent of Buyer; provided that the Seller's administration of the process for Opt-Out Notices shall not violate this Section 2.5(k).

(l) Previously Omitted Contracts.

(i) If prior to or following the date which is thirty (30) days following the Agreement Date, it is discovered by any Party that a Contract should have been listed on Schedule 2.5(b) but was not listed on Schedule 2.5(b) and has not been rejected by the Seller (any such Contract, a "Previously Omitted Contract"), the discovering Party shall, promptly following the discovery thereof (but in no event later than two (2) Business Days following the discovery thereof), notify the other Parties in writing of such Previously Omitted Contract and then the Seller shall, promptly following such notification (but in no event later than two (2) Business Days following such notification), notify Buyer of Seller's good faith estimate of all Cure Amounts (if any) for such Previously Omitted Contract. Buyer may thereafter deliver a Designation Notice to Seller, no later than the earlier of (x) the Determination Date or the expiration of the Extended Contract Period, as applicable, and (y) five (5) Business Days following notification of such Previously Omitted Contract from the Seller with respect to such Previously Omitted Contract and, if such Designation notice is so delivered, such contract shall be an Assumed Contract under this Agreement. All Previously Omitted Contracts with respect to which Buyer fails to timely deliver a Designation Notice, shall be an Excluded Asset.

(ii) If Buyer delivers a Designation Notice in accordance with Section 2.5(l)(i), the Seller shall serve a notice (the "Previously Omitted Contract Notice") on the counterparties to such Previously Omitted Contract notifying such counterparties of the

Cure Amounts with respect to such Previously Omitted Contract and Seller's intention to assume and assign such Previously Omitted Contract in accordance with this Section 2.5. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with fourteen (14) Business Days to object, in writing to Seller and Buyer, to the Cure Amounts or the assumption of its Contract. If the counterparties, Seller and Buyer are unable to reach a consensual resolution with respect to the objection, Seller shall seek an expedited hearing before the Bankruptcy Court to determine the Cure Amounts and approve the assumption. If no objection is served on Seller and Buyer, Seller shall obtain an order of the Bankruptcy Court fixing the Cure Amounts and approving the assumption of the Previously Omitted Contract. Buyer shall be responsible for all Cure Amounts relating to such Previously Omitted Contracts and for any obligations or Liabilities relating to such Previously Omitted Contracts arising during the Extended Contract Period.

(m) For the avoidance of doubt and notwithstanding anything to the contrary herein, neither Party shall have any obligation to comply with the terms of Sections 2.5(b), 2.5(d)-(e), 2.5(g)-(j) and 2.5(l) solely with respect to Client Agreements.

### **ARTICLE III CLOSING AND PURCHASE PRICE**

#### **3.1 Closing; Transfer of Possession; Certain Deliveries.**

(a) Unless this Agreement shall have been terminated and the Transactions shall have been abandoned pursuant to Article IX, the Closing shall take place at 10:00 a.m. (prevailing Eastern Time) on the date (the "Closing Date") that is two (2) Business Days after all the conditions set forth in Article VIII shall have been satisfied or waived (excluding, but subject to the satisfaction or waiver of, conditions that, by their nature, are to be satisfied at the Closing), or such other time or date as agreed to in writing by the Parties. The Closing shall take place by telephone or video conference and electronic exchange of documents, unless otherwise mutually agreed to by the Parties. The Closing shall be effective as of 12:01 a.m. (prevailing Eastern Time) on the Closing Date.

(b) At the Closing, Seller shall deliver, or shall cause to be delivered, to Buyer the following:

(i) a counterpart to the Bill of Sale and Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C (the "Bill of Sale and Assignment and Assumption Agreement"), duly executed by Seller;

(ii) one (1) or more assignments of the Owned Intellectual Property, in a form reasonably acceptable to Buyer and Seller, duly executed by the applicable Seller(s);

(iii) a certificate of a duly authorized officer of Seller dated the Closing Date certifying as to the matters set forth in Section 8.1(a), Section 8.1(b) and Section 8.1(d);



(iv) terminations and/or assignments of the Leases as reasonably requested by Buyer with respect to the Real Property;

(v) a certification of non-foreign status from Seller, duly completed and executed in compliance with Treasury Regulation Section 1.1445-2(b); and

(vi) such other closing instruments and certificates as may be reasonably requested by Buyer, in each case in form and substance reasonably acceptable to Buyer and Seller.

(c) At the Closing, Buyer shall deliver, or shall cause to be delivered to Seller, the following:

(i) a counterpart to the Bill of Sale and Assignment and Assumption Agreement, duly executed by Buyer;

(ii) a certificate of a duly authorized officer of Buyer dated the Closing Date, certifying as to the matters set forth in Section 8.2(a) and Section 8.2(b); and

(iii) such other closing instruments and certificates as may be reasonably requested by the Seller, in each case, in form and substance reasonably acceptable to the Seller and Buyer.

### 3.2 Purchase Price; Related Matters.

(a) Purchase Price. The aggregate consideration for the Purchased Assets shall be (i) the assumption and cure of the PGX Operating Agreements, *plus* (ii) the assumption by Buyer of the Assumed Liabilities (collectively, the "Purchase Price").

(b) Bulk Sales Laws. Buyer acknowledges that Seller will not comply with the provisions of any "bulk-transfer" Laws of any jurisdiction in connection with the sale and transfer of the Purchased Assets and Buyer hereby waives all Claims related to the non-compliance therewith. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets of the Seller shall be free and clear of any Encumbrances, other than Permitted Encumbrances, in each case pursuant to the Bankruptcy Code, whether arising prior to or subsequent to the Petition Date, including any Encumbrances or claims arising out of the "bulk-transfer" Laws.

3.3 Allocation of Purchase Consideration. Seller and Buyer agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) in accordance with the allocation methodology set forth in Schedule 3.3 attached hereto. Within ninety (90) days following the Closing Date, Buyer will provide to Seller an Allocation Schedule prepared in accordance with such allocation methodology. Buyer and Seller shall file all applicable Tax Returns (including Form 8594, any amended Tax Returns, and any claims for refund) consistent with the Allocation Schedule and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any taxing authority or any other proceedings) absent a contrary “determination” (within the meaning of Section 1313(a) of the Code).

3.4 Withholding. Buyer or any other paying agent (as applicable) shall be entitled to deduct and withhold from the amounts payable under this Agreement such amounts as may be required to be deducted and withheld under the Code and any other applicable Tax Laws. Any such withheld amount shall be treated as though it had been paid to the Person in respect of which such withholding was required.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the Schedules delivered to Buyer in connection with this Agreement (the “Seller’s Disclosure Schedules” ) and subject to Section 10.18, the Seller hereby makes the following representations and warranties to Buyer as of the Agreement Date:

4.1 Organization and Good Standing. Seller (a) is an entity duly formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation, and (b) subject to any limitations that may be imposed on such Seller as a result of filing a petition for relief under the Bankruptcy Code, has full organizational power and authority to own, lease and operate its properties, to perform all of its obligations under the Available Contracts, and carry on the Business as it is now being conducted.

4.2 Power and Authority. Subject to entry and effectiveness of the Sale Order in respect of Seller, Seller has the requisite organizational power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement by Seller and, subject to the approval of this Agreement by the Bankruptcy Court, the consummation by Seller of the Transactions and the performance of Seller's obligations hereunder have been duly authorized by all requisite organizational action on the part of Seller. This Agreement has been duly executed and delivered by Seller and (assuming the due and valid authorization, execution and delivery thereof by Buyer), following the approval of this Agreement and the Transactions by the Bankruptcy Court pursuant to the Sale Order, will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its 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"). Seller has the requisite organizational power to operate its business with respect to the Purchased Assets that it owns as now conducted and is duly qualified as a foreign entity to do business, and to the extent legally applicable, is in good standing, with respect to the Business, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or in good standing has not had a Material Adverse Effect.

4.3 Litigation. Except for Orders or Proceedings that do not have, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, as of the date of this Agreement, there are no outstanding Orders or Proceedings pending, or, to the Knowledge of Seller, threatened against Seller relating to the ownership or use of the Purchased Assets or conduct of the Business by Seller or otherwise affecting the Purchased Assets or the Business.

4.4 No Contravention. Subject to the entry and effectiveness of the Sale Order by the Bankruptcy Court, and except as set forth on Schedule 4.4, neither the execution and delivery of this Agreement and compliance by Seller with any provisions hereof, nor the consummation of the Transactions, will (a) violate or conflict with any provision of Seller's Organizational Documents, (b) with or without the giving of notice or the lapse of time or both violate, or result in a breach of, or constitute a default under, or conflict with, or accelerate the performance required by, any of the terms of any Available Contract or Lease, (c) violate or conflict with any Order, or any Law or Permit that is required to be discharged prior to Closing applicable to Seller, or (d) result in the creation of any Encumbrance upon any of the Purchased Assets (other than a Permitted Encumbrance); except, in the case of above clauses (b), (c), and (d), for compliance with the applicable requirements of the HSR Act or other Antitrust Laws if required, or as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as a whole.

4.5 Consents and Approvals. Except (a) to the extent excused or made unenforceable as a result of the filing of the Cases, (b) to the extent not required if the Sale Order is entered, or (c) as set forth on Schedule 4.5, the execution, delivery and performance by Seller of this Agreement and the Transactions, and the legality, validity, binding effect or enforceability of this Agreement and any agreements contemplated hereby, do not require any consents, waivers, authorizations or approvals of, or filings with, any (i) Governmental Entities or (ii) other third Persons, except with respect to clause (ii) as would not reasonably be expected to have a Material Adverse Effect, or, with respect to clause (i), for any filings required to be made under the HSR Act or any applicable Antitrust Laws, or as would not reasonably be expected to be material to the Business, taken as a whole.

4.6 Title to Purchased Assets; Sufficiency.

(a) Seller has, and subject to the entry and effectiveness of the Sale Order in respect of the Purchased Assets, at the Closing, Buyer will have, good and valid title to each of the Purchased Assets (except for those Purchased Assets that are leased or licensed to Seller, as to which Seller has, and at the Closing, Buyer will have, valid licensed or leasehold interests), free and clear of any Encumbrances, other than (i) Permitted Encumbrances, (ii) liens or other Encumbrances upon Buyer's assets, if any, securing any loan made directly to Buyer or expressly assumed by Buyer as of the Closing Date, (iii) as subject to Section 2.5, or (iv) the Enforceability Exceptions.

(a) Other than the Excluded Assets, the Purchased Assets constitute all of the assets used in or held for use in the Business by Seller and are sufficient for Buyer to conduct the Business from and after the Closing Date without interruption and in the Ordinary Course of Business as it has been conducted by Seller prior to the Closing Date, in each case, except as would not be material to the Business taken as a whole.

4.7 Validity of Available Contracts. As of the date of this Agreement, subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Amounts) and except (i) as a result of the commencement of the Cases, and (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced: (a) each Available Contract is a legal, valid and binding obligation of the Seller that is a party thereto, and is enforceable against such Seller in accordance with its terms and, to the Knowledge of Seller, is a legal, valid and binding obligation of each other party to such Contract and is enforceable against such other party thereto in accordance with its terms, subject to the Enforceability Exceptions, (b) Seller is not in default or breach of an Available Contract, (c) to the Knowledge of Seller, during the twelve (12) months preceding the date hereof, no other party to any Available Contract has materially breached such Contract, (d) to the Knowledge of Seller, there does not exist any event, condition or omission that would constitute a material default or breach (or event which, with the giving of notice or lapse of time or both would become such a default or breach) under any Available Contract, (e) to the Knowledge of Seller, Seller has not received any written notice of termination or cancellation with respect to any Available Contract, and (f) with respect to the Assumed Contracts, upon entry of the Sale Order and payment of the Cure Amounts, Seller will not be in breach or default of its obligations thereunder, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.8 Intellectual Property. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) Seller owns all right, title and interest in, or has the right to use, pursuant to a license or otherwise, all Intellectual Property required to operate the Business as presently conducted, in each case, (i) free and clear of any Encumbrances except Permitted Encumbrances, and (ii) other than non-exclusive licenses of, or covenants with respect to, Intellectual Property granted in the Ordinary Course of Business, and (b) as of the date of this Agreement, (i) there are no pending, and Seller has not received, since December 31, 2021, any written notice of any actual or threatened Proceedings alleging a violation, misappropriation or infringement of the Intellectual Property of any other Person by Seller except for any of the foregoing that have since been resolved, (ii) to the Knowledge of Seller, the operation of the Business as currently conducted does not violate, misappropriate or infringe the Intellectual Property of any other Person, and (iii) to the Knowledge of Seller, no other Person has violated, misappropriated or infringed any Intellectual Property of Seller.

4.9 Employee Benefits.

(a) Schedule 4.9(a) lists all material Benefit Plans

(b) True, correct and complete copies of the following documents, with respect to each of the Benefit Plans, have been made available to Buyer: (i) any plan documents and all material amendments thereto, (ii) the most recent Form 5500, if applicable, and (iii) the most recent summary plan descriptions (including letters or other documents updating such descriptions).

(c) Except as would not, individually or in the aggregate, have a Material Adverse Effect:

(i) Each Benefit Plan is in material compliance with all applicable Laws, including ERISA and the Code.

(ii) Each Benefit Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination or opinion letter to that effect from the IRS and, to the Knowledge of Seller, no event has occurred since the date of such determination or opinion that would reasonably be expected to adversely affect such determination or opinion.

(iii) No condition exists that is reasonably likely to subject Seller to any direct or indirect liability under Title IV of ERISA.

(iv) No Proceeding (other than routine claims for benefits in the Ordinary Course of Business) are pending or, to the Knowledge of Seller, threatened with respect to any Benefit Plan.

#### 4.10 Labor Matters.

(a) Schedule 4.10(a) sets forth a complete list of all Business Employees and, based on the Seller's records as of the Agreement Date, correctly reflects, with respect to each individual, as applicable: (i) date of hire; (ii) job title; (iii) hourly pay rate or annual salary; (iv) exempt versus non-exempt status (as applicable); (v) accrued paid time off balance; and (vi) to the extent known, leave of absence status.

(b) Seller is not, with respect to the Business, a party to any labor or collective bargaining agreement and there are no labor or collective bargaining agreements which pertain to any Business Employees, and no such agreements are being negotiated as of the date of this Agreement. No Business Employees are represented by a labor or trade union or works council, no labor organization or group of Business Employees has made a pending demand for recognition, and there are no representation proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of Seller, threatened to be brought or filed, with the U.S. National Labor Relations Board with respect to the Business. There is no organizing activity pending or, to the Knowledge of Seller, threatened by any labor organization with respect to the Business Employees.

(c) Seller has not taken any actions relating to the Business at any single site of employment in the ninety (90)-day period prior to the Closing Date that would, individually or in the aggregate, constitute a "mass layoff" or "plant closing" within the meaning of the WARN Act, or any similar applicable Law.

4.11 Conduct of Business. Except as set forth on Schedule 4.11, and except as would not reasonably be expected, individually or in the aggregate, to be material to the Business taken as a whole and except for the Cases, the DIP Documents, all negotiation and preparation therefor, and the negotiation, execution, delivery and performance of this Agreement, from January 1, 2023 to the Agreement Date, (a) the Business has been conducted in the Ordinary Course of Business consistent with past practice and Seller has not entered into any transaction (including any transfer or sale of assets) out of the ordinary course of business consistent with past practice, (b) Seller has owned and operated the Purchased Assets in the Ordinary Course of Business consistent with past practice, and (c) there has been no Material Adverse Effect.

4.12 Compliance with Laws; Permits.

(a) Except as disclosed on Schedule 4.12(a), Seller is conducting, and to the Knowledge of Seller has conducted since January 1, 2023, the Business and Purchased Assets in compliance, in all material respects, with all applicable Laws, notices, approvals and Orders, except for failures to comply or violations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Seller has all material Permits which are required for the lawful operation of the Business as presently conducted and the ownership and operation of the Purchased Assets, and each such Permit is valid, binding and in full force and effect, in each case except as would not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 4.12(b), to the Knowledge of Seller, Seller is not and has not been in material default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any Permit to which it is a party.

4.13 Financial Statements. Seller has delivered to Buyer (a) the audited consolidated balance sheet of the Business dated as of December 31, 2021 and the audited consolidated statements of operations and income, shareholders' equity and cash flow of the Business for the year then ended (the "Audited Financial Statements"), and (b) the unaudited consolidated balance sheets of the Business dated as of May 31, 2023 (the "Balance Sheets") and the unaudited consolidated statements of operations and income, shareholders' equity and cash flow of the Business for the year ended December 31, 2022 and the four (4) month period ended April 30, 2023, respectively (the "Interim Financial Statements" and together with the Audited Financial Statements, the "Financial Statements"). Except as set forth on Schedule 4.13, the Financial Statements present fairly in all material respects the consolidated financial position, results of operations and cash flows of each of Seller on the basis stated therein as of the dates and for the applicable periods stated therein, subject, in the case of the Interim Financial Statements, to normal year-end audit adjustments and the absence of related notes.

4.14 Financial Advisors. Except as set forth on Schedule 4.14, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Seller in connection with the Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

4.15 Tax Matters.

(a) Except as set forth in Schedule 4.15(a), Seller has timely filed (taking into account any valid extensions of time to file) all income and other material Tax Returns which are required to be filed by Seller, all such Tax Returns are true, correct and complete in all material respects, and all Taxes due and payable by Seller prior to the date hereof have been timely and fully paid.

(b) Except as set forth on Schedule 4.15(b), there are no liens for Taxes upon the Purchased Assets other than for Permitted Encumbrances.

(c) Except as set forth on Schedule 4.15(c), to the Knowledge of Seller, Seller has complied in all material respects with all applicable Laws relating to the withholding, collection and payment of Taxes and have duly and timely withheld, collected and paid over to the appropriate Governmental Entity all amounts required to be so withheld, collected and paid under all applicable Laws.

(d) Seller has not received any notice in writing from any taxing authority or Governmental Entity asserting that Seller may be subject to Tax in any jurisdiction in which Seller does not file Tax Returns.

(e) No action, suit, proceeding or audit is pending against or with respect to Seller regarding Taxes.

(f) Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, other than any waiver or exclusion which has expired.



(g) None of the Purchased Assets is an interest (other than indebtedness within the meaning of Section 163 of the Code) in an entity taxable as a corporation, partnership, trust or real estate mortgage investment conduit for U.S. federal income tax purposes.

4.16 Related Party Transactions.

(a) To the Knowledge of Seller, neither Seller nor any executive officer, director, member, manager, equityholder or Affiliate of Seller nor any individual who is a lineal descendant, sibling, parent or spouse of any such Person (each, a “Related Party”) is a party to any Contract or arrangement (including any loan or similar arrangement) with or binding upon any of Seller or the Purchased Assets or has any interest in any asset (each, a “Related Party Transaction”) other than as set forth on Schedule 4.16(a). Except as set forth on Schedule 4.16(a), Seller has not made any payments to or on behalf of any Related Party (including by exercise of set-off rights, cancellation of intercompany indebtedness, or otherwise).

(b) Except as disclosed on Schedule 4.16(b), to the Knowledge of Seller, no Related Party will, immediately following the Closing, hold any asset (tangible or intangible), property, right, claim, cause of action (including any counterclaim) or defense used in or related to the Business.

4.17 Disclaimer of Other Representations and Warranties. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Seller’s Disclosure Schedules hereto), the Seller does not make and has not made, nor has any other Person made, and Buyer and the Buyer Group have not relied, are not relying, and will not rely on, any representation and warranty, express or implied, in respect of Seller, the Purchased Assets, the Business or the Assumed Liabilities, and any such other representations or warranties, express or implied, are hereby expressly disclaimed.

**ARTICLE V  
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Seller as follows:

5.1 Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation, and has full power and authority to own, lease and operate its properties and carry on its business as it is now being conducted.

5.2 Power and Authority. Buyer has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the Transactions and the performance of Buyer's obligations hereunder have been duly authorized by all requisite company action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes (assuming the due and valid authorization, execution and delivery thereof by the other parties thereto and the entry of approval of this Agreement and the Transactions by the Bankruptcy Court pursuant to the Sale Order) the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

5.3 No Contravention. Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (a) violate or conflict with any provision of Buyer's Organizational Documents, or (b) violate or conflict with any Order, Governmental Entity or arbitrator, or any Law applicable to Buyer; other than, in the case of clause (b), compliance with the applicable requirements of the HSR Act or other Antitrust Laws if required.

5.4 Consents and Approvals. Except for (a) entry of the Sale Order, and (b) any consents or approvals as are reflected on Schedule 5.4, the execution, delivery and performance by Buyer of this Agreement and the Transactions, and the legality, validity, binding effect or enforceability of this Agreement and any agreements contemplated hereby, do not require any consents, waivers, authorizations or approvals of, or filings with, any third Persons or Governmental Entities, other than any filings required to be made under the HSR Act or applicable Antitrust Laws.

5.5 Litigation. There are no Proceedings pending or, to the knowledge of Buyer, threatened, that would reasonably be expected to adversely affect the ability of Buyer to consummate the Transactions in any material respect.

5.6 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer in connection with the Transactions and no Person is entitled to any fee or commission or like payment in respect thereof.

5.7 Sufficient Funds; Adequate Assurances. Buyer has or will have as of the Closing, immediately available funds sufficient for the satisfaction of all of Buyer's obligations under this Agreement, including all fees, expenses of, and other amounts required to be paid by, Buyer in connection with the transactions contemplated hereby. As of the Closing, Buyer shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assumed Contracts and the related Assumed Liabilities.

5.8 Acknowledgements; "As Is" "Where Is" Transaction.

(a) BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, HEREBY ACKNOWLEDGES AND AGREES 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 SELLER, ITS AFFILIATES, AND THEIR RESPECTIVE BUSINESSES AND SUBSIDIARIES (AS APPLICABLE) AND THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES, AND, IN MAKING ITS DETERMINATION TO PROCEED WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, BUYER AND THE BUYER GROUP HAVE RELIED SOLELY ON THE RESULTS OF THEIR OWN INDEPENDENT INVESTIGATION.

(b) BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, HEREBY ACKNOWLEDGES AND AGREES THAT BUYER AND THE BUYER GROUP HAVE RECEIVED FROM SELLER CERTAIN PROJECTIONS, FORWARD-LOOKING STATEMENTS AND OTHER FORECASTS, AND PROSPECTIVE FORWARD-LOOKING STATEMENTS AND OTHER FORECASTS OR THIRD-PARTY INFORMATION RELATING TO SELLER, THE BUSINESS, THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES (WHETHER IN WRITTEN, ELECTRONIC, OR ORAL FORM, AND INCLUDING IN THE DATAROOM, MANAGEMENT MEETINGS, ETC.) (COLLECTIVELY, “PROJECTIONS”). BUYER, ON BEHALF OF ITSELF AND ON BEHALF OF THE BUYER GROUP, ACKNOWLEDGES THAT (I) SUCH PROJECTIONS ARE BEING PROVIDED SOLELY FOR THE CONVENIENCE OF BUYER AND THE BUYER GROUP TO FACILITATE THEIR OWN INDEPENDENT INVESTIGATION OF SELLER, (II) THERE ARE UNCERTAINTIES INHERENT IN ATTEMPTING TO MAKE SUCH PROJECTIONS AND FORECASTS AND IN SUCH INFORMATION; (III) BUYER AND THE BUYER GROUP ARE FAMILIAR WITH SUCH UNCERTAINTIES, AND (IV) BUYER AND THE BUYER GROUP ARE TAKING FULL RESPONSIBILITY FOR MAKING THEIR OWN EVALUATION OF THE ADEQUACY AND ACCURACY OF ALL SUCH PROJECTIONS, FORECASTS, AND INFORMATION SO FURNISHED (INCLUDING THE REASONABLENESS OF THE ASSUMPTIONS UNDERLYING SUCH PROJECTIONS AND FORECASTS); AND (V) NEITHER SELLER NOR ANY OTHER PERSON MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH PROJECTIONS AND FORECASTS. BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, HEREBY DISCLAIMS RELIANCE ON ANY OF SUCH PROJECTIONS OR FORECASTS.

(c) BUYER, ON ITS OWN BEHALF AND ON BEHALF OF THE BUYER GROUP, FURTHER ACKNOWLEDGES AND AGREES THAT (I) THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER TO BUYER IN Article IV (AS QUALIFIED BY THE SELLER’S DISCLOSURE SCHEDULES) OR IN THE DOCUMENTS DELIVERED BY SELLER TO BUYER IN ACCORDANCE WITH SECTION 3.1(b) AT THE CLOSING (COLLECTIVELY, THE “EXPRESS REPRESENTATIONS”) ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS, WARRANTIES AND STATEMENTS OF ANY KIND MADE TO BUYER AND ON WHICH BUYER OR THE BUYER GROUP MAY RELY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND (II) 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 OF THE EXPRESS REPRESENTATIONS), INCLUDING IN THE DATAROOM, PROJECTIONS, MEETINGS, CALLS OR CORRESPONDENCE WITH MANAGEMENT OF SELLER OR ANY OTHER PERSON ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES OR REPRESENTATIVES, AND (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 SELLER OR ANY OF ITS AFFILIATES OR SUBSIDIARIES, OR THE QUALITY, QUANTITY OR CONDITION OF SELLER'S ASSETS, ARE, IN EACH CASE, EXPRESSLY DISCLAIMED BY SELLER, INCLUDING WITH RESPECT TO (I) ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS, AND (II) WITH RESPECT TO THE BUSINESS, FINANCIAL CONDITION, RESULTS OF OPERATIONS, ASSETS, LIABILITIES, AND PROSPECTS OF SELLER OR THE BUSINESS OF SELLER, THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER RELATING TO THE PURCHASED ASSETS OR ANY PORTION THEREOF.

(d) UPON THE CLOSING DATE, SUBJECT TO THE EXPRESS REPRESENTATIONS AND THE PROVISIONS OF SECTION 10.4, BUYER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

## ARTICLE VI COVENANTS OF THE PARTIES

6.1 Conduct of Business Pending the Closing. Except (a) as required by applicable Law or by order of the Bankruptcy Court, (b) as otherwise expressly contemplated by this Agreement, (c) as limited by the terms of the DIP Documents, or (c) with the prior written consent of Buyer (not to be unreasonably withheld, conditioned, or delayed), during the period from the Agreement Date and continuing until the earlier of the termination of this Agreement in accordance with its terms or the Closing, Seller shall (taking into account the commencement of the Cases, the anticipated liquidation and shut-down of operations of Seller other than the Purchased Assets and the Business and other changes, facts and circumstances that customarily result from the events leading up to and following the commencement of bankruptcy proceedings) carry on the Business in the Ordinary Course of Business (subject to the requirements of the Bankruptcy Code and Bankruptcy Court) and use commercially reasonable efforts to preserve in all material respects (a) the operations, organization and goodwill of the Business intact (including by maintaining and renewing its Permits) and (b) relationships with Governmental Entities, customers, suppliers, partners, lessors, licensors, licensees, vendors, contractors, distributors, agents, officers and employees and others having business dealings with the Business. Seller shall notify Buyer in writing of any event, occurrence, fact, condition or change in the Business, assets, operations or prospects of Seller that results in, or would reasonably be expected to result in, a Material Adverse Effect, promptly upon the occurrence of any such event, occurrence, fact, condition or change.

6.2 Negative Covenants. Except as otherwise expressly provided by this Agreement or consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned or delayed), or as may be required by order of the Bankruptcy Court or the DIP Documents, or as may be limited by the terms of the DIP Documents, during the period from the date of this Agreement until the earlier of the termination of this Agreement in accordance with its terms or the Closing, Seller shall not take any of the following actions:

(a) incur or commit to incur any capital expenditures other than as expressly contemplated under the Approved Budget;

(b) acquire or agree to acquire (by merging or consolidating with, or by purchasing any portion of the stock of, or other ownership interests in, or substantial portion of assets of, or by any other manner), any business or division or any corporation, partnership, association, limited liability company or other entity;

(c) grant any lien on or otherwise encumber or dispose of (or consent to the disposition of) any of the Purchased Assets (including any Available Contract), including the capital stock or equity interests of Seller, other than Permitted Encumbrances or inventory sold in the Ordinary Course of Business;

(d) sell, assign, transfer, license, sublicense, covenant not to sue with respect to, abandon, cancel, terminate, permit to lapse or expire, or otherwise dispose of any Acquired Intellectual Property;

(e) adjust, split, combine, redeem, repurchase or reclassify any capital stock or equity interests or issue or propose or authorize the issuance of any other securities (including Debt securities, options, profits interests, warrants or any similar security exercisable for, or convertible into, such other security);

(f) incur or assume any Debt (other than in connection with the DIP Documents);

(g) guarantee any Debt of any Person or enter into any “keep well” or other agreement to maintain any financial condition of another Person or enter into any arrangement having the economic effect of any of the foregoing (other than pursuant to the DIP Documents);

(h) enter into, amend, restate, supplement, modify, waive or terminate any Available Contract that would reasonably be expected to be material to the business, taken as a whole;

(i) adopt any amendments to the articles of incorporation, bylaws or other Organizational Documents of Seller;

(j) initiate, compromise, settle or agree to settle any Claim, complaint, or Proceeding, other than compromises or settlements in the Ordinary Course of Business that (i) involve only the payment of money damages not in excess of \$[●] individually or \$[●] in the aggregate, (ii) do not impose ongoing limits on the conduct of the Business, and (iii) result in a full release of Seller with regard to the Claims or complaint giving rise to such Proceeding;

(k) make, change or revoke any material Tax election (including entity classification elections), change any financial or Tax accounting method, except insofar as may have been required by applicable Law or a change in GAAP, consent to an extension or waiver of the limitation period applicable to any Tax claim or assessment, or surrender any right to claim a refund of a material amount of Taxes;

(l) except as required by Law, enter into, amend, negotiate or terminate any collective bargaining agreement or similar agreement with any labor union or labor organization representing any employees;

(m) except as required by Law, by the terms of any Benefit Plan or in the Ordinary Course of Business, (i) increase the compensation payable to or to become payable to, or the benefits provided to, pay any bonus to, or grant any equity or equity-based award to, any current or former employee, director, independent contractor or other individual service provider of Seller; (ii) grant, increase, pay, provide or modify any severance, retention, change in control or termination payment or benefit to, or loan or advance or accelerate any amount to, any current or former employee, director, independent contractor or other individual service provider of Seller; (iii) accelerate the vesting or payment, or fund or in any other way secure the payment, of any compensation or benefit for any current or former employee, director, independent contractor or other individual service provider of Seller; (iv) approve, establish, adopt, enter into, amend or terminate any Assumed Benefit Plan; or (v) hire or terminate (other than for cause) any Business

Employee, or independent contractor or other individual service provider of the Business with annual target cash compensation greater than \$100,000;

(n) implement any employee layoffs that would result in an obligation to give notice at or before the Closing Date under the WARN Act or other similar law;

(o) (i) enter into any Contract or arrangement (including any loan or similar arrangement) with a related party or that would be a related party transaction if it existed on the Agreement Date or (ii) make payments to or on behalf of any related party (including by exercise of set-off rights or otherwise), other than in accordance with the terms of an existing, disclosed related party transaction;

(p) receive, collect, compile, use, store, process, share, safeguard, secure (technically, physically and administratively), dispose of, destroy, disclose, or transfer (including cross-border) Personal Information (or fail to do any of the foregoing, as applicable) in violation of any (i) applicable Privacy Laws, (ii) privacy policies or notices of Seller, or (iii) the Seller's contractual obligations with respect to Personal Information; or

(q) commit to take any of the foregoing actions.

### 6.3 Access.

(a) Subject to applicable Law, until the Closing Date, Seller (i) shall give Buyer and its Representatives reasonable access during normal business hours to the offices, assets, contracts, properties, officers, employees, accountants, auditors, financial advisors, counsel (other than counsel to Seller in connection with the Cases) and other representatives, books and records, of Seller and its Affiliates, (ii) shall furnish to Buyer and its Representatives such financial, operating and property related data and other information as such Persons reasonably request, (iii) shall instruct the employees, accountants, counsel and financial advisors of Seller and its Affiliates to cooperate reasonably with Buyer in its investigation of the Business; and (iv) shall, upon reasonable request of Buyer, use commercially reasonable efforts to provide Buyer with access to their customers, suppliers, vendors, distributors, manufacturers and other Persons with whom the Business has had material dealings; provided, however, that Buyer will not, and will not permit any of its Representatives to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of Seller prior to the Closing with respect to Seller, their business or the transactions contemplated by this Agreement without the prior written consent of Seller for each such contact. No investigation by Buyer prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of Seller contained in this Agreement. For the avoidance of doubt, nothing in this Section 6.3(a) shall require Seller to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege or (ii) such action could reasonably be expected to result in violation of any applicable Law or Order.

(b) From and after the Closing Date until the conclusion of the Cases and dissolution of Seller, Buyer shall give Seller and Seller's Representatives reasonable access during normal business hours 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 Purchased Assets, the Excluded Assets, the Assumed Liabilities or the Excluded Liabilities with respect to periods or occurrences prior to the Closing Date, for the purposes of (i) the preparation or amendment of Tax Returns, (ii) the determination of any matter relating to the rights or obligations of Seller under this Agreement, or (iii) as is necessary to administer, or satisfy their obligations in connection with, the Cases. Buyer shall, and shall cause each of its controlled Affiliates to, cooperate with Seller as may reasonably be requested by Seller for such purposes. For the avoidance of doubt, nothing in this Section 6.3(b) shall require Buyer to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of any applicable Law or Order, or (iii) providing such access or information would be reasonably expected to be disruptive to its normal business operations. Unless otherwise consented to in writing by Seller, Buyer will not, for a period of three (3) years following the Closing Date, destroy, alter or otherwise dispose of any of the books and records without first offering to surrender to Seller such books and records or any portion thereof that Buyer may intend to destroy, alter or dispose of. From and after the Closing, Buyer will, and will cause its employees to, provide Seller with reasonable assistance, support and cooperation with Seller's 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).

(c) The information provided pursuant to this Section 6.3 will be used solely for the purpose of consummating the transactions contemplated hereby. Seller does not make any representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.3, and Buyer may not rely on the accuracy of any such information, in each case, other than the Express Representations.

6.4 Confidentiality. From and after the Closing Date:

(a) Seller will treat and hold as confidential all of the Confidential Information, and will not, directly or indirectly, without the prior written consent of Buyer, disclose or use any Confidential Information. Seller's obligation not to disclose Confidential Information shall not apply to Confidential Information that it shall be required to disclose by Law; provided, however, that, prior to making such disclosure, Seller shall notify Buyer promptly to the extent not prohibited by Law so that Buyer may seek confidential treatment or protection of such Confidential Information at Buyer's sole cost and expense.

(b) In the event that Seller is required in any Proceeding to disclose any Confidential Information, Seller will notify Buyer promptly of the requirement to the extent not prohibited by Law so that Buyer may seek an appropriate protective order at Buyer's sole cost and expense or waive compliance with the provisions of this Section 6.4.



6.5 Public Announcements. From the Agreement Date, Buyer and Seller will consult with each other before issuing, and provide each other the reasonable opportunity to review and comment upon, any press release, any court filing or pleading filed with the Bankruptcy Court relating primarily to this Agreement or the Transactions, or other public statements with respect to the Transactions, and neither Buyer nor Seller shall issue any such press release or make any such public statement without the prior written approval of the other Party, in each case except as may be required by Law, or by obligations pursuant to any listing agreement with any national securities exchange. Seller shall use its commercially reasonable efforts to cause its Affiliates, employees, officers and directors to comply with this Section 6.5.

6.6 Employment Matters.

(a) At least ten (10) days prior to Closing, Buyer shall extend to each Business Employee a written offer of employment, which shall have been first reviewed by Seller, and which Seller shall have had an opportunity to comment upon, providing for a position that is the same or no less favorable than such employee's position immediately prior to the Closing (including level of responsibility, primary location of employment and authority) on the terms set forth in this Section 6.6 (each offer, a "Transfer Offer") and that, if accepted, shall become effective immediately after the Closing. Business Employees who accept such Transfer Offers and begin active employment with Buyer in accordance with this Section 6.6 shall be referred to herein as "Transferred Employees." For a period of no less than one (1) year or, if sooner, the Transferred Employee's termination of employment with Buyer or its Affiliates, Buyer or its affiliates shall provide each Transferred Employee (i) at least the same base salary or hourly wage rate and target incentive cash bonus opportunities applicable to such Transferred Employee as of the Closing Date and (ii) other material employee benefits (but excluding any equity based compensation, defined benefit plan benefits or long-term deferred compensation) that are comparable in the aggregate to the benefits such Transferred Employee received under the Benefit Plans as of the Closing Date. Buyer shall notify Seller 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 Seller or any of its respective Affiliates that any or all of the employees of Seller will accept the Transfer Offer or will continue in employment with Buyer following the Closing for any period of time. Buyer shall carry out all necessary actions 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 the Seller or its respective Affiliate(s).

(b) Solely to the extent required by applicable Law, Seller shall pay each Transferred Employee all accrued but unused vacation or paid time-off for periods prior to the Closing Date as soon as administratively practicable following the Closing Date or as required by applicable Law. Buyer shall promptly (and, in any event, within ten (10) Business Days following the later of the Closing Date and the date of the applicable payment) reimburse Seller for any payments made by Seller to any Transferred Employees in respect of earned but unused vacation, sick leave and personal time paid to Transferred Employees in accordance with this Section 6.6(b). To the extent that applicable Law does not require Seller to pay any accrued but unused vacation, sick leave and personal time to any Transferred Employee in accordance with this Section 6.6(b), Buyer shall recognize and assume all Liabilities with respect to such Transferred Employee's accrued but unused vacation, sick leave and personal time. In addition,

Buyer shall allow Transferred Employees to take any vacation, sick leave and personal time that was scheduled prior to the Closing.

(c) Following the Closing, Buyer shall give each Transferred Employee full credit for prior service with Seller for purposes of (i) eligibility and vesting under any health or welfare Benefit Plans of Buyer (for the avoidance of doubt, excluding defined benefit pension accruals, deferred compensation, or equity or equity-based incentive plans, or any plan under which such crediting would be prohibited), and (ii) determination of benefit levels under any employee benefit plans of Buyer relating to paid time off, in each case, for which the Transferred Employee is otherwise eligible and in which the Transferred Employee is offered participation, except where such credit would result in a duplication of benefits. Buyer shall use commercially reasonable efforts to waive, or cause to be waived, any limitations on benefits relating to pre-existing conditions to the same extent such limitations are waived under any comparable plan of Seller and use commercially reasonable efforts to recognize for purposes of annual deductible and out-of-pocket limits under its medical and dental plans, deductible and out-of-pocket expenses paid by Transferred Employees in the calendar year in which the Closing Date occurs.

(d) Without limiting the generality of Section 2.4, Seller shall retain responsibility for, and satisfy all Liabilities with respect to, all payments and benefits of the employees (and their spouses, dependents and beneficiaries, and all former employees, agents and representatives) under Benefit Plans that are not Assumed Benefit Plans accrued up to the Closing Date or which relate to events prior to the Closing Date in accordance with the terms thereof and applicable Laws. Seller and Buyer shall work in good faith to transfer sponsorship of any Assumed Benefit Plan (including any third-party insurance contracts or services agreements thereto) from Seller to Buyer or its Affiliates.

(e) Without limiting the generality of Article II, Seller shall be responsible for the following claims or benefit payments of all employees (and their spouses, dependents and beneficiaries, and all former employees, agents and representatives) accrued up to the Closing Date or which related to events prior to the Closing Date regardless of whether such claims are filed before or after the Closing Date under each Benefit Plan that is not an Assumed Benefit Plan:

(i) with respect to death or dismemberment claims, those in respect of which the event occurred prior to the Closing Date;

(ii) with respect to health claims, those in respect of which the services were provided or the supplies were purchased prior to the Closing Date; and

(iii) with respect to short term and/or long term disability claims and workers' compensation claims, for those claims resulting from events that occurred prior to the Closing Date, including, to the extent covered under the Benefit Plans, for recurring illnesses which first originated with events occurring prior to the Closing Date, whether or not such claims continue after the Closing Date.

(f) This Section 6.6 shall operate exclusively for the benefit of Seller and Buyer and not for the benefit of any other Person, including any current or former employees of the Seller or the Transferred Employees, which Persons shall have no rights to enforce this Section 6.6. Nothing in this Section 6.6 shall: (i) entitle any Transferred Employee to employment with Buyer; (ii) change such Transferred Employee's status as an employee-at-will or restrict the ability of Buyer to terminate the service of any Transferred Employee at any time or for any reason; (iii) create any third party rights in any current or former service provider of Seller (including any beneficiary or dependent thereof); or (iv) be treated as an amendment of any Benefit Plan or other employee benefit plan or arrangement or restrict the ability of Buyer, Seller or any of its Affiliates to amend, modify, discontinue or terminate any Benefit Plan or other employee benefit plan or arrangement.

(g) Buyer 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.

(h) For any Transferred Employees who are principally based outside the United States, the provisions of this Section 6.6 shall apply to such employees *mutatis mutandis* to the maximum extent permitted by applicable Law.

#### 6.7 Reasonable Efforts; Approvals.

(a) Buyer and Seller will use reasonable best efforts to take, or cause to be taken, all actions and use reasonable best efforts to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things which are necessary, proper or advisable to consummate and make effective the Transactions including: (i) the transfer, modification or reissuance of all Permits, (ii) the obtaining or taking of all other necessary actions, non-actions or waivers from Governmental Entities and the making of all other necessary registrations and filings with Governmental Entities (including any regulatory authorizations), and (iii) the execution and delivery of any additional certificates, agreements, instruments, reports, schedules, statements, consents, documents and information necessary to consummate the Transactions. The covenants in this Section 6.7(a) shall survive the Closing.

(b) In furtherance of the foregoing, Buyer and Seller shall use their commercially reasonable efforts to obtain any consents and approvals from any third party other than a Governmental Entity that may be required in connection with the Transactions (the "Third Party Consents"). Without limiting the generality of the foregoing sentence, Seller shall not be required to compensate any applicable third party, commence or participate in any Proceeding or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to indemnify, remain primarily, secondarily or contingently liable for any Assumed Liability) to any applicable third party in connection with Seller's obligations under this Section 6.7(b); provided that Seller shall obtain the written consent of Buyer prior to Seller paying any such compensation, commencing or participating in any Proceeding, or offering or granting any such accommodation. The covenants in this Section 6.7(b) shall survive the Closing.

(c) The obligations of Seller pursuant to this Agreement, including this Section 6.7, 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 Cases), Seller's DIP Facility, Seller's obligations as a debtor-in-possession to comply with any Order of the Bankruptcy Court (including the Bidding Procedures Order and the Sale Order) and Seller's duty to seek and obtain the highest or otherwise best price for the Purchased Assets as required by the Bankruptcy Code.

6.8 Corporate Name Change. Within 30 days following the Closing, Seller shall deliver to Buyer (a) duly executed and acknowledged articles of amendment to Seller's articles of incorporation or other Organizational Document which is required to change Seller's corporate or other entity name to a new name that is, in Buyer's reasonable judgment, sufficiently dissimilar to such Seller's present name and, in all cases, does not include the name "Lexington Law" so as to avoid confusion and to make Seller's present name available to Buyer, and (b) appropriate documents, duly executed and acknowledged, which are required to change such Seller's name to such new name in any jurisdiction in which such Seller is qualified to do business, in forms reasonably satisfactory to Buyer. Buyer and any Affiliate of Buyer are hereby authorized (but not obligated) to file such certificates or other documents (at Buyer's expense) with the applicable Governmental Entities in order to effectuate such change of name at or after the Closing as Buyer may elect.

6.9 Assignment of Contracts and Rights. To the maximum extent permitted by the Bankruptcy Code, the Purchased Assets of Seller shall be assumed and assigned to Buyer pursuant to section 365 of the Bankruptcy Code as of the Closing Date or such other date as specified in the Sale Order or this Agreement, as applicable. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any right thereunder if, after giving effect to the Sale Order, an attempted assignment without the consent of a third party (including any Governmental Entity) would constitute a breach or in any way adversely affect the rights of Buyer following the Closing. If, as of the Closing Date, such consent is not obtained or such assignment is not attainable pursuant to sections 105, 363 or 365 of the Bankruptcy Code other than as a result of the failure by Buyer to pay or otherwise satisfy the Cure Amounts, then Seller and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible (without infringing upon the legal rights of any third party or violating any Law), under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder, as if such asset were transferred to the Buyer at Closing) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer, or under which Seller would enforce for the benefit of, and at the direction of, Buyer, with Buyer assuming all of Seller's obligations (to the extent constituting Assumed Liabilities hereunder as if such asset were transferred to the Buyer at Closing), and any and all rights of Seller thereunder.

6.10 Tax Matters.

(a) Subject to Section 2.3(k), all Transfer Taxes arising out of the transfer of the Purchased Assets and any Transfer Taxes required to effect any recording or filing with respect thereto shall be borne by Buyer. The Transfer Taxes shall be calculated assuming that no exemption from Transfer Taxes is available, unless otherwise indicated in the Sale Order or, at Closing, Seller or Buyer, as appropriate, provide an appropriate resale exemption certificate or other evidence acceptable to Buyer or Seller, as appropriate, of exemption from such Transfer

Taxes. Seller and Buyer shall cooperate to timely prepare and file any Tax Returns relating to such Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes. Seller shall file all necessary documentation and returns with respect to such Transfer Taxes when due, and shall promptly, following the filing thereof, furnish a copy of such return or other filing and a copy of a receipt showing payment of any such Transfer Tax to Buyer. Each Party shall furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Business as is reasonably necessary for filing of all Tax Returns, including any claim for exemption or exclusion from the application or imposition of any Taxes or making of any election related to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return.

(b) Other than Transfer Taxes or those Taxes assumed pursuant to Section 2.3, all Liability for Taxes with respect to the Purchased Assets attributable to the Pre-Closing Tax Period (the “Pre-Closing Taxes”) shall be borne by Seller, and all Liability for Taxes with respect to the Purchased Assets attributable to the Post-Closing Tax Period, shall be borne by Buyer. For the purposes of this Agreement, with respect to Taxes attributable to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of any such Taxes that are treated as Pre-Closing Taxes shall be: (i) in the case of Taxes based upon, or related to income, receipts, profits, or wages or imposed in connection with the sale, transfer or assignment of property, or required to be withheld, deemed equal to the amount which would be payable if such taxable year or other taxable period ended on the Closing Date, and (ii) in the case of other Taxes deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period.

(c) The Parties agree that the transfer of the Purchased Assets to the Buyer is intended to be treated as a taxable acquisition of assets and the Parties shall prepare and file all relevant U.S. federal income Tax Returns consistent with such intended treatment and Section 3.3, respectively, absent a contrary “determination” (within the meaning of Section 1313(a) of the Code).

(d) The obligations set forth in this Section 6.10 with respect to Taxes shall survive until the date that is thirty (30) days following the expiration of the applicable statute of limitations.

6.11 Available Contracts List. Seller shall use commercially reasonable efforts to provide Buyer with a true and correct list of all Available Contracts (and copies thereof) promptly following the date hereof and in no event later than thirty (30) days from the Agreement Date.

6.12 HSR Act; Antitrust Laws.

(a) Seller and Buyer shall, if required in connection with the transactions contemplated hereby, (i) promptly make the filings required by any Governmental Entity, including under the HSR Act or any other Antitrust Laws and, in any event, within ten (10) Business Days after the Agreement Date in the case of all filings required under the HSR Act

and all other filings required by other Antitrust Laws, (ii) comply at the earliest practicable date with any request for additional information, documents or other materials received from any Governmental Entity, whether such request is formal or informal, (iii) cooperate with the other Parties in connection with resolving any investigation or other inquiry concerning the transactions contemplated by this Agreement commenced by any Governmental Entity, and (iv) cooperate with the other Parties in connection with any other Party's filing. Each Party shall be responsible for the payment of its respective fees and expenses, including legal fees and expenses, in complying with any request for additional information or documentary material from any Governmental Entity; *provided* that all filing fees required to be paid in connection with any filings hereunder shall be borne equally by Seller and Buyer. Except where prohibited by applicable Law or any Governmental Entity, and subject to Section 6.4, each Party shall promptly inform the other Parties of any oral communication with, and provide copies of written communications with, any Governmental Entity regarding any such filing. No Party shall agree to participate in any formal meeting with any Governmental Entity in respect of any such filings, investigation, or other inquiry without giving the other Parties prior notice of the meeting and, to the extent permitted by such Governmental Entity, the opportunity to attend and/or participate. Subject to applicable Laws and any Governmental Entity, the Parties will coordinate, consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party relating to proceedings under the HSR Act or any other Antitrust Law, if any. Except where prohibited by applicable Law or any Governmental Entity, and subject to Section 6.4, the Parties will provide each other with copies of all correspondence, filings or communications, including any documents, information and data contained therewith, between them or any of their representatives, on the one hand, and any Governmental Entity or members of its staff, on the other hand, with respect to this Agreement and the transactions contemplated hereby.

(b) Buyer and Seller shall use their respective reasonable best efforts to obtain any required approval from any Governmental Entity and to resolve such objections, if any, as may be asserted by any Governmental Entity with respect to the transactions contemplated by this Agreement under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other United States federal or state or foreign Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the "Antitrust Laws"). Buyer and Seller shall use their respective reasonable best efforts to take such action as may be required to cause the expiration of the notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as practicable after the execution of this Agreement.

## ARTICLE VII BANKRUPTCY PROVISIONS

### 7.1 Bankruptcy Court Orders and Related Matters.

(a) Seller and Buyer acknowledge that this Agreement and the Transactions are subject to entry of, as applicable, the Bidding Procedures Order and the Sale Order. In the event of any discrepancy between this Agreement and the Bidding Procedures Order and the Sale Order, the Bidding Procedures Order and the Sale Order shall govern. In the event the entry of the Sale Order or the Bidding Procedures Order is appealed, Seller shall use commercially

reasonable efforts to defend such appeal, and Buyer shall cooperate in such efforts. Buyer and Seller acknowledge that Seller must take reasonable steps to demonstrate that it has sought to obtain the highest or otherwise best offer for the Purchased Assets, including giving notice thereof to the creditors of Seller and other interested parties, providing information about the Business to prospective bidders, entertaining higher or otherwise better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, conducting the Auction. Buyer agrees and acknowledges that Seller and its Affiliates will be permitted, and will be permitted to cause their Representatives, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Buyer and its Affiliates, agents and Representatives).

(b) The bidding procedures to be employed with respect to this Agreement and the Auction will be those reflected in the Bidding Procedures Order, which shall be in a form mutually agreed between Buyer and Seller.

(c) Buyer will provide adequate evidence and assurance under the Bankruptcy Code of the future performance by Buyer of each Assumed Contract. Buyer will, and will cause its Affiliates to, reasonably and promptly take all actions reasonably required or requested by Seller to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer's Representatives available to testify before the Bankruptcy Court. Subject to the other terms and conditions of this Agreement, Buyer will, from and after the Closing Date, (i) assume all Liabilities of Seller under the Assumed Contracts and (ii) satisfy and perform all of the Liabilities related to each of the Assumed Contracts when the same are due thereunder.

(d) If this Agreement and the sale of the Purchased Assets to Buyer on the terms and conditions hereof are determined to be the "highest or otherwise best offer" in accordance with the Bidding Procedures Order, Buyer and Seller agree to use commercially reasonable efforts to cause the Bankruptcy Court to enter the Sale Order in a form mutually agreed between Buyer and Seller.

(e) Seller shall, consistent with its obligations as a fiduciary under the Bankruptcy Code, cooperate with Buyer concerning the Bidding Procedures Order, the Sale Order, and any other orders of the Bankruptcy Court relating to the Transactions. Seller shall give notice under the Bankruptcy Code of the request for the relief specified in the Bidding Procedures Motion to all creditors and parties in interest entitled to notice thereof pursuant to the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and any other applicable orders of the Bankruptcy Court, including all Persons that have asserted Encumbrances on any of Seller's assets, and all non-debtor parties to the Available Contracts of Seller and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct or as Buyer may reasonably request, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings, or other

Proceedings in the Bankruptcy Court relating to this Agreement, the Transactions and the Bidding Procedures Motion.

(f) Seller shall provide draft copies of all orders, motions, pleadings, applications and other material documents it intends to file with the Bankruptcy Court in connection with the sale of the Purchased Assets or the Transactions not less than three (3) Business Days prior to the date when Seller plans to file such document (provided that if the delivery of such drafts at least three (3) Business Days prior to the date when Seller plans to file such document is not reasonably practicable, such drafts shall be delivered to Buyer as soon as reasonably practicable prior to filing). The form and substance of any such document hereunder shall be mutually acceptable to Buyer and Seller, provided that no Party shall unreasonably withhold, condition or delay its consent.

(g) Seller covenants and agrees that if the Sale Order is entered, the terms of any plan submitted by Seller to the Bankruptcy Court for confirmation, or the terms of any other sale of (including the Liquidating Plan) Seller's or its Affiliates' assets (or any other Order) submitted by Seller to the Bankruptcy Court, for approval, will not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement and the rights of Buyer hereunder, or in any way prevent or interfere with the consummation or performance of the Transactions including any transaction that is contemplated by or approved pursuant to the Sale Order.

(h) For the avoidance of doubt, nothing in this Agreement will restrict Seller or its Affiliates from selling, disposing of or otherwise transferring any Excluded Assets (other than Available Contracts, which Seller may not terminate, amend, or otherwise dispose of, or reject in the Cases, without Buyer's consent) or from settling, delegating or otherwise transferring any Excluded Liabilities, or from entering into discussions or agreements with respect to the foregoing.

7.2 Bankruptcy Milestones. The Parties shall achieve the following milestones by the dates set forth below (or such later date as may be agreed between the Parties, such agreement not to be unreasonably withheld, conditioned or delayed) (collectively, the "Bankruptcy Milestones"):

(a) On the Petition Date, Seller and the PGX Debtors shall file a motion with the Bankruptcy Court seeking approval of the DIP Facility.

(b) On or before the date that is two (2) days after the Petition Date, Seller and the PGX Debtors shall have filed the Bidding Procedures Motion in the Bankruptcy Court.

(c) On or before the date that is four (4) days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order.

(d) On or before the date that is ~~forty-seven~~sixty-one (4761) days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order.



(e) On or before the date that is ~~forty-seven~~sixty-one (4761) days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order.

(f) On or before the date that is no later than fifty-eight (58) days after the Petition Date, Seller shall have filed schedules and statements of financial affairs pursuant to rule 1007 of the Federal Rules of Bankruptcy Procedure.

(g) On or before the date that is ~~sixty~~sixty-eight (608) days after the Petition Date, the Bid Deadline (as defined in the Bidding Procedures Order) shall have occurred.

(h) On or before the date that is ~~sixty-five~~seventy-two (6572) days after the Petition Date, Seller shall have commenced the Auction, if necessary.

(i) On or before the date that is ~~seventy~~eighty-two (7082) days after the Petition Date, the Bankruptcy Court shall have entered the Sale Order.

(j) On or before the date that is one hundred and five (105) days after the Petition Date, the Closing shall have occurred.

#### ARTICLE VIII CONDITIONS TO OBLIGATIONS OF THE PARTIES

8.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Transactions is subject to the satisfaction (or waiver by Buyer in Buyer's sole discretion) on or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Seller contained in Section 4.1 (Organization and Good Standing), Section 4.2 (Power and Authority), Section 4.14 (Financial Advisors) and Section 4.16 (Related Party Transactions) shall be true and correct on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). The representations and warranties of Seller contained in Section 4.6 (Title to Purchased Assets) shall be true and correct in all material respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). All other representations and warranties of Seller contained in Article IV shall be true and correct on the date hereof and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date), except where the failure of any such representations or warranties to be true and correct (without giving effect to any limitations to "material" or "Material Adverse Effect"), either individually or in the aggregate, has resulted in or would reasonably be expected to result in a Material Adverse Effect.

(b) Performance of Obligations. Seller shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it on or prior to the Closing Date.

(c) Third Party Consents. Seller shall have obtained all consents and approvals set forth in Schedule 4.5.

(d) No Material Adverse Effect. There shall have been no Material Adverse Effect from the Agreement Date through the Closing Date.

(e) Deliverables. Seller shall have delivered, or caused to be delivered, to Buyer each deliverable required pursuant to Section 3.1(b).

(f) Bidding Procedures Order. The Bankruptcy Court shall have entered the Bidding Procedures Order, which Order shall have become a Final Order.

(g) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which Order shall have become a Final Order.

(h) PGX Sale Transaction. The PGX Debtors shall have entered into or shall concurrently herewith enter into the PGX Agreement, and shall have consummated or shall concurrently herewith consummate the PGX Sale.

8.2 Conditions Precedent to the Obligations of Seller. The obligation of Seller to consummate the Transactions is subject to the satisfaction (or waiver by the Seller) at or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations of Buyer contained in Section 5.1 (Organization and Good Standing), Section 5.2 (Power and Authority), Section 5.3 (No Contravention) and Section 5.6 (Financial Advisors) shall be true and correct on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date). All other representations and warranties contained in Article V shall be true and correct on the date hereof and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date), except where the failure of any such representations or warranties to be true and correct (without giving effect to any limitations to “material” or similar qualifier), either individually or in the aggregate, has resulted in or would reasonably be expected to have an adverse effect on Buyer’s ability to perform its obligations under this Agreement in any material respect.

(b) Performance of Obligations. Buyer shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it prior to or on the Closing Date.

(c) Deliverables. Buyer shall have delivered to Seller each deliverable required pursuant to Section 3.1(c).

(d) Bidding Procedures Order. The Bankruptcy Court shall have entered the Bidding Procedures Order, which Order shall not be subject to a stay or otherwise have been vacated.

(e) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which Order shall not be subject to a stay or otherwise have been vacated.

8.3 Conditions Precedent to Obligations of Buyer and Seller. The respective obligations of Buyer and Seller to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of the condition (which may be waived by the Parties in whole or in part to the extent permitted by applicable Law) that (a) no provision of any applicable Law or Order enacted, entered, promulgated, enforced or issued by any Governmental Entity shall be in effect that prevents, renders illegal or otherwise prohibits the sale and purchase of the Purchased Assets or any of the other Transactions, and (b) the waiting period applicable to the transactions contemplated by this Agreement under the HSR Act and any other applicable Antitrust Laws, if required, shall have expired or early termination shall have been granted.

8.4 Frustration of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VIII 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. Neither Seller nor Buyer may rely on the failure of any condition to their respective obligations to consummate the Transactions set forth in Section 8.1, Section 8.2 or Section 8.3, as the case may be, to be satisfied if such failure was caused by such Party's failure to comply with or breach of any provision of this Agreement.

## ARTICLE IX TERMINATION

9.1 Termination of Agreement. This Agreement may be terminated and the Transactions abandoned at any time prior to the Closing:

- (a) by written agreement of Seller and Buyer;
- (b) by Buyer, if:
  - (i) there shall have been a breach by Seller of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 8.1, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured by the earlier of (A) September 18, 2023 (or such later date as the Parties may agree upon in writing, the "Outside Date") or (B) five (5) Business Days after written notice thereof shall have been received by Seller, provided that the right to terminate this Agreement pursuant to this Section 9.1(b)(i) will not be available to Buyer at any time that Buyer is in material breach of, any covenant, representation or warranty hereunder;
  - (ii) the Cases are (A) converted to cases under chapter 7 of the Bankruptcy Code or (B) dismissed prior to the Closing;
  - (iii) a trustee or examiner is appointed under section 1104 of the Bankruptcy Code;

(iv) Buyer is not the Successful Bidder at the Auction for any of the Purchased Assets;

(v) Seller enters into a definitive agreement with respect to an Alternate Transaction or an Order of the Bankruptcy Court or other court of competent jurisdiction is entered approving an Alternate Transaction, in each case, other than with the Successful Bidder;

(vi) if the Closing shall not have occurred by the Outside Date; provided that the right to terminate this Agreement pursuant to this Section 9.1(b)(vi) will not be available to Buyer at any time that Buyer is in material breach of, any covenant, representation or warranty hereunder; or

(vii) if Buyer is not the Successful Bidder at the Auction.

(c) by Seller, if:

(i) there shall have been a breach by Buyer of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 8.2, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within the earlier of (A) the Outside Date or (B) ten (10) Business Days after written notice thereof shall have been received by Buyer;

(ii) the PGX Agreement is terminated;

(iii) Seller enters into a definitive agreement with respect to an Alternate Transaction, or an Order of the Bankruptcy Court or other court of competent jurisdiction is entered approving an Alternate Transaction;

(iv) Seller or the board of directors (or similar governing body) of 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; or

(v) if Buyer is not the Successful Bidder at the Auction.

(d) by either Buyer or Seller, if any Governmental Entity shall have enacted or issued a Law or Order or taken other action permanently restraining, prohibiting or enjoining any of the Parties from consummating the Transactions.

## 9.2 Consequences of Termination.

(a) If either Buyer, on the one hand, or Seller, on the other hand, desire to terminate this Agreement pursuant to Section 9.1, such Party (or Parties, as applicable) shall give written notice of such termination to the other Parties. Upon delivery of such notice of termination, this Agreement will become void and have no further force and effect and all further

obligations of the Parties to each other under this Agreement will terminate without further obligation or liability of the Parties.

(b) Notwithstanding anything to the contrary in this Agreement, if this Agreement is terminated for any reason, no expense reimbursement of any nature is or shall be owed to Buyer.

(c) Notwithstanding the foregoing set forth in this Section 9.2, Section 1.1 (Defined Terms), Section 6.5 (Public Announcements), this Section 9.2 (Consequences of Termination) and Article X (Miscellaneous) shall survive any termination of this Agreement.

(d) Nothing in this Section 9.2 shall relieve Buyer or Seller of any liability for a breach of this Agreement prior to the date of termination.

**ARTICLE X  
MISCELLANEOUS**

10.1 Expenses. Except as set forth in this Agreement or the Sale Order, and whether or not the Transactions are consummated, each Party shall bear all costs and expenses incurred or to be incurred by such Party in connection with this Agreement and the consummation of the Transactions.

10.2 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Seller without the prior written consent of Buyer, or by Buyer without the prior written consent of Seller. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.3 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of Seller and Buyer, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement except as expressly set forth herein. Without limiting the foregoing, no direct or indirect holder of any equity interests or securities of either Seller or Buyer (whether such holder is a limited or general partner, member, stockholder or otherwise), nor any Affiliate of either Seller or Buyer, nor any Representative, or controlling Person of each of the Parties and their respective Affiliates, shall have any liability or obligation arising under this Agreement or the Transactions.

10.4 Risk of Loss. Seller will bear all risk of loss occurring to or upon any portion of the Purchased Assets prior to the Closing Date. In the event that any material portion of any Purchased Assets is damaged or destroyed prior to the Closing Date, then, with respect to such Purchased Assets, Buyer may, at Buyer's option, either (i) proceed to close notwithstanding the damage or destruction of such Purchased Assets or (ii) exclude such Purchased Assets, in which event Buyer shall have no obligation to close if as a consequence of the exclusion of such Purchased Assets any condition to Closing in Section 8.1 would not be satisfied. If Buyer closes notwithstanding an unrepaired or unrestored loss to a Purchased Asset, Seller will deliver and/or assign to Buyer any insurance proceeds with respect to such damage or destruction, and all claims against third parties relating thereto, and the adjustment to the Purchase Price shall be limited to the amount of any deductible or self-insured retention under the applicable policies of insurance.

10.5 Notices. All notices, demands, requests, waivers, consents, approvals or other communications (collectively, “Notices”) required or permitted to be given hereunder or that are given with respect to this Agreement shall be in writing and shall be personally served, delivered by a nationally recognized overnight delivery service with charges prepaid, or transmitted by hand delivery or electronic mail, addressed as set forth below, or to such other address as such Party shall have specified most recently by written Notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by electronic mail with confirmation of receipt (excluding “out of office” or similar automated replies); provided, however, that, if delivered or transmitted on a day other than a Business Day (or if transmitted by email after 5:00pm Eastern Time), notice shall be deemed given on the next Business Day. Notice otherwise sent as provided herein shall be deemed given on the next Business Day following timely deposit of such Notice with an overnight delivery service:

If to the Seller: John C. Heath, Attorney at Law PC  
P.O. Box 1173  
Salt Lake City, UT 84110  
Attention: John C. Heath  
Email: [jch@johnheathlaw.com](mailto:jch@johnheathlaw.com)

With a copy to: Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, IL 60654  
Attention: Steve Toth  
Dan Daines  
Spencer A. Winters  
Whitney C. Fogelberg  
Email: [steve.toth@kirkland.com](mailto:steve.toth@kirkland.com)  
[daniel.daines@kirkland.com](mailto:daniel.daines@kirkland.com)  
[spencer.winters@kirkland.com](mailto:spencer.winters@kirkland.com)  
[whitney.fogelberg@kirkland.com](mailto:whitney.fogelberg@kirkland.com)

If to Buyer: John C. Heath  
4861 W. Fish Hook Road  
South Jordan, Utah 84009  
Email: [jch@johnheathlaw.com](mailto:jch@johnheathlaw.com)

With a copy to: Young Conaway Stargatt & Taylor, LLP  
1000 North King Street  
Wilmington Delaware, 19801  
Attention: Joseph Barry, Joseph M. Mulvihill, and  
Lauren McCrery  
Email: [jbarry@ycst.com](mailto:jbarry@ycst.com), [jmulvihill@ycst.com](mailto:jmulvihill@ycst.com),  
[lmccrery@ycst.com](mailto:lmccrery@ycst.com)

Rejection of or refusal to accept any Notice, or the inability to deliver any Notice because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.



10.6 Entire Agreement; Amendments and Waivers. This Agreement and all agreements entered into pursuant hereto and thereto and all certificates and instruments delivered pursuant hereto and thereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties; provided that nothing herein shall modify or alter the terms, rights or obligations of the Seller under the DIP Documents prior to Closing. This Agreement may be amended, supplemented or modified, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by Buyer and Seller, or in the case of a waiver, by the Party waiving compliance. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), and no such waiver shall constitute a continuing waiver unless otherwise expressly provided. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts to this Agreement may be delivered via electronic delivery, “pdf” or facsimile. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

10.8 Invalidity. If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith to modify this Agreement, to ensure that this Agreement shall reflect as closely as practicable the intent of the Parties on the date hereof. If the final judgment of a court of competent jurisdiction or other Governmental Entity declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

10.9 Governing Law. This Agreement, and any Proceeding that may be based upon, arise out of or relate or be incidental to the Transactions, this Agreement, the negotiation, execution, performance or consummation of the foregoing or the inducement of any Party to enter into the foregoing, whether for breach of Contract, tortious conduct or otherwise, and whether now existing or hereafter arising (each, a “Transaction Dispute”), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied, except to the extent that such Laws are superseded by the Bankruptcy Code.

10.10 Dispute Resolution; Consent to Jurisdiction.

(a) Without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Transaction Dispute, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.5; provided, however, upon the closing of the Cases (except for any matter(s) with respect to Seller and/or the Cases in which the Bankruptcy Court retains jurisdiction with respect to such matter with respect to Seller and/or the Cases), or if the Bankruptcy Court is unwilling or unable to hear such Transaction Dispute, then, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the District of Delaware sitting in New Castle County or the courts of the State of Delaware sitting in New Castle County and any appellate court from any jurisdiction thereof, for the resolution of any such Transaction Dispute. In that context, and without limiting the generality of the foregoing, each Party irrevocably and unconditionally: (i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Transaction Dispute and for recognition and enforcement of any judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts; (ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute; and (iii) agrees that Notice demand in accordance with Section 10.5, will be effective service of process; provided, however, that nothing herein will be deemed to prevent a Party from making service of process by any means authorized by the Laws of the State of Delaware.

(b) The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

10.11 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING IN CONNECTION WITH A TRANSACTION DISPUTE.

10.12 Specific Performance. Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event that a Party does not perform its obligations under this Agreement in accordance with its specific terms or otherwise breaches this Agreement, so that, in addition to any other remedy that Buyer or Seller may have under law or equity, each Party shall be entitled to injunctive relief to prevent any breaches of the provisions of this Agreement by the other Parties and to enforce specifically this Agreement and the terms and provisions hereof.

10.13 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature under or by reason of this Agreement, except as expressly provided herein, including Section 10.16.

10.14 Counting. If the due date for any action to be taken under this Agreement (including the delivery of Notices) is not a Business Day, then such action shall be considered timely taken if performed on or prior to the next Business Day following such due date.

10.15 Survival. Except as expressly set forth in this Agreement to the contrary, all representations and warranties and covenants of Buyer and Seller, respectively, contained in this Agreement or in any document delivered pursuant hereto shall not survive the Closing Date and thereafter shall be of no further force and effect. Notwithstanding the foregoing, all covenants and agreements set forth in this Agreement, which by their terms would require performance after the Closing Date, shall survive until fully performed or until such covenant or agreement expires by its terms.

10.16 Non-Recourse. All claims, Liabilities, Proceedings, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to a Transaction Dispute, may be made only against (and are expressly limited to) the entities that are expressly identified as parties hereto in the preamble to this Agreement or, if applicable, their permitted assignees (collectively, the "Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any Contracting Party (other than the Persons listed on Schedule 10.16), or any director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing (collectively, the "Non-Recourse Persons"), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, Liabilities, or causes of action, arising under, out of, in connection with, or related in any manner to a Transaction Dispute; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such claims, Liabilities, and causes of action, against any such Non-Recourse Persons.

10.17 Preparation of this Agreement. Buyer and Seller hereby acknowledge that (a) Buyer and Seller jointly and equally participated in the drafting of this Agreement and all other agreements contemplated hereby, (b) Buyer and Seller have been adequately represented and advised by legal counsel with respect to this Agreement and the Transactions, and (c) no presumption shall be made that any provision of this Agreement shall be construed against either Party by reason of such role in the drafting of this Agreement and any other agreement contemplated hereby.

10.18 Schedules. The Seller's Disclosure 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 Seller's Disclosure Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Seller's Disclosure Schedules, and any disclosure in the Seller's Disclosure Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. Capitalized terms used in the Seller's Disclosure 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 Seller's Disclosure Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business, 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 Seller's Disclosure Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Seller's Disclosure Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business. In addition, matters reflected in the Seller's Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Seller's Disclosure 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 Seller's Disclosure 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 the Seller's Disclosure Schedules is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Seller's Disclosure 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.

10.19 Fiduciary Obligation. Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable Law. For the avoidance of doubt, Seller retains the right to pursue any transaction or restructuring strategy that, in Seller's business judgment, will maximize the value of their estates.

*[Remainder of Page Intentionally Left Blank]*

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

**SELLER:**

**John C. Heath, Attorney At Law PC d/b/a  
Lexington Law**

By: \_\_\_\_\_

Name:

Title:

**BUYER:**

**[AcquisitionCo]**

By: \_\_\_\_\_  
Name:  
Title:

***[No Revisions Made to Disclosure Schedules Filed at [Docket No. 250]]***



**EXHIBIT 4**

**Sale Notice**

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

In re:	)	
	)	Chapter 11
PGX HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-10718 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	

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**NOTICE OF SALE BY AUCTION AND SALE HEARING**

**PLEASE TAKE NOTICE** that on June 6, 2023, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of the Debtors for Entry of Order (I)(A) Approving Bidding Procedures for Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Agreements and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling A Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 66] (the “Sale Motion”)<sup>2</sup> with the United States Bankruptcy Court for the District of Delaware (the “Court”) seeking, among other things, entry of an order (the “Sale Order”) authorizing and approving: (a) the sale of substantially all of the assets of PGX to Lender AcquisitionCo LLC and of substantially all of the assets of Lexington Law to AcquisitionCo, free and clear of liens, claims, encumbrances, and other interests, except as set forth in the applicable Stalking Horse Agreement, or an alternative asset purchase agreement with a Successful Bidder at auction (the “Sale”); and (b) the assumption and assignment of certain executory contracts and unexpired leases (collectively, the “Contracts”).

**PLEASE TAKE FURTHER NOTICE** that the Debtors are soliciting offers for the purchase of the substantially all of the assets of the Debtors consistent with the bidding procedures (the “Bidding Procedures”) approved by the Court by entry of an order on [July August \[●\], 2023](#) [Docket No. [●]] (the “Bidding Procedures Order”). **All interested bidders should**

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580); Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213); eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progrexion ASG, Inc. (5153); Progrexion Holdings, Inc. (7123); Progrexion IP, Inc. (5179); Progrexion Marketing, Inc. (5073); and Progrexion Teleservices, Inc. (5110). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

<sup>2</sup> Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Sale Motion or Bidding Procedures Order, as applicable.

**carefully read the Bidding Procedures and Bidding Procedures Order.** To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

**PLEASE TAKE FURTHER NOTICE** that, if the Debtors receive qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtors will conduct an auction (the “**Auction**”) of the Assets **on ~~August 11~~ August 8<sup>15</sup>, 2023 at ~~5:00 p.m.~~ <sup>15</sup> 5:00 p.m.] (prevailing Eastern Time) virtually through Zoom (or at any other location or electronically as the Debtors may hereafter designate on proper notice).**

**PLEASE TAKE FURTHER NOTICE** that the Debtors will seek approval of the Sale at a hearing scheduled to commence on **~~or before August 11~~ August 8<sup>15</sup>, 2023, at ~~5:00 p.m.~~ <sup>15</sup> 5:00 p.m.] (prevailing Eastern Time) (the “**Sale Hearing**”) before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Courtroom No. 7, Wilmington, Delaware 19801.**

**PLEASE TAKE FURTHER NOTICE** that, except as otherwise set forth in the Bidding Procedures Order, **including** with respect to any objections to proposed cure amounts or the assumption and assignment of Contracts, objections to the relief requested in the Sale Motion **must:** (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual bases for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be **actually received on or before [August 3<sup>18</sup>], 2023 at [5:00 p.m.] (prevailing Eastern Time)** by the following parties:<sup>3</sup>

Co-Counsel to the Debtors	Co-Counsel to the Debtors
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<sup>3</sup> For the avoidance of doubt, as provided in the Bidding Procedures Order, the applicable deadline to file a Sale Objection in accordance with the terms of the Bidding Procedures Order shall be August 11, 2023, at 5 p.m. (prevailing Eastern Time) solely with respect to the following parties: (i) Committee, (ii) DIP Lenders, (iii) Prepetition First Lien Lenders, (iv) Prepetition Second Lien Lenders, (v) Progrexion Stalking Horse Bidder, (vi) Lexington Law Stalking Horse Bidder, and (vii) CFPB. The deadline applicable to the U.S. Trustee and all other parties in interest shall be as listed above in this notice.

<p>Kirkland &amp; Ellis LLP 601 Lexington Ave New York, New York 10022 Attn. Joshua A. Sussberg, P.C. Chris Ceresa Email: joshua.sussberg@kirkland.com chris.ceresa@kirkland.com</p> <p>Kirkland &amp; Ellis LLP 300 North LaSalle Street Chicago, Illinois 60654 Attn.: Spencer Winters Whitney Fogelberg Alison J. Wirtz Email: spencer.winters@kirkland.com whitney.fogelberg@kirkland.com alison.wirtz@kirkland.com</p>	<p>Klehr Harrison Harvey Branzburg LLP 919 North Market Street, Suite 1000 Wilmington, Delaware 19801 Attn: Domenic E. Pacitti Michael W. Yurkewicz Email: dpacitti@klehr.com myurkewicz@klehr.com</p> <p>Klehr Harrison Harvey Branzburg LLP 1835 Market Street, Suite 1400 Philadelphia, Pennsylvania 19103 Attn: Morton R. Branzburg Email: mbranzburg@klehr.com</p>
<p><b>Co-Counsel to the Committee</b></p>	<p><b>Co-Counsel to the Committee</b></p>
<p>Arent Fox Schiff LLP 1301 Avenue of the Americas, 42nd Floor New York, New York 10019 Attn: Andrew I. Silfen Beth M. Brownstein Email: andrew.silfen@afslaw.com beth.brownstein@afslaw.com</p> <p>Arent Fox Schiff LLP 800 Boylston Street, 32nd Floor Boston, Massachusetts 02199 Attn: Justin A. Kesselman Email: justin.kesselman@afslaw.com</p>	<p>Morris James LLP 500 Delaware Avenue, Suite 1500 Wilmington, Delaware 19801 Attn: Eric J. Monzo Brya M. Keilson Jason S. Levin Email: emonzo@morrisjames.com bkeilson@morrisjames.com jlevin@morrisjames.com</p>
<p><b>The United States Trustee</b></p>	<p><b>Co-Counsel to the PGX Stalking Horse Bidder</b></p>
<p>Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 Attn.: Jane M. Leamy jane.m.leafy@usdoj.gov</p>	<p>King &amp; Spalding LLP 1185 Avenue of the Americas, 34th Floor New York, New York 10036 Attn.: Roger Schwartz Michelle Muscara Email: rschwartz@kslaw.com mmuscara@kslaw.com</p> <p>King &amp; Spalding LLP 110 N. Wacker Drive, Suite 3800 Chicago, Illinois 60606 Attn: Geoffrey M. King Email: gking@kslaw.com</p>
<p><b>Co-Counsel to the PGX Stalking Horse Bidder</b></p>	<p><b>Counsel to the Lexington Law Stalking Horse Bidder</b></p>

<p>Proskauer Rose LLP One International Place Boston, Massachusetts 02110-2600 Attn.: Peter Antoszyk David M. Hillman Email: pantoszyk@proskauer.com dhillman@proskauer.com</p>	<p>Young Conway Stargatt &amp; Taylor, LLP Rodney Square 1000 North King Street Wilmington, Delaware 19801 Attn: Joseph M. Barry Lauren McCrery Joseph M. Mulvihill Joseph Barry Email: jbarry@ycst.com lmccrery@ycst.com jmulvihill@ycst.com</p>
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**CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION**

**ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT.**

**PLEASE TAKE FURTHER NOTICE** that copies of the Sale Motion, Bidding Procedures, and Bidding Procedures Order, as well as all related exhibits, including the PGX Stalking Horse APA, is available: (a) free of charge upon request to Kurtzman Carson Consultants LLC (the notice and claims agent retained in these chapter 11 cases) by calling (888) 249-2721 (U.S./Canada) or (310) 751-2604 (International); (b) by visiting the website maintained in these chapter 11 cases at [www.kccllc.net/PGX](http://www.kccllc.net/PGX); or (c) for a fee via PACER by visiting <http://www.deb.uscourts.gov>.

**PLEASE TAKE FURTHER NOTICE** that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at [www.kccllc.net/PGX](http://www.kccllc.net/PGX).

*[Remainder of page intentionally left blank]*

Dated: ~~July~~August [\_\_\_\_], 2023  
Wilmington, Delaware

*/s/ Draft*

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**EXHIBIT 5**

**Assumption and Assignment Notice**

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

In re:	)	
	)	Chapter 11
PGX HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 23-10718 (CTG)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE TO CONTRACT PARTIES TO POTENTIALLY  
ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

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

PLEASE TAKE NOTICE that on ~~June 6~~ August [●], 2023, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered the *Order (I)(A) Approving Bidding Procedures for Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Agreements and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling A Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. ~~66~~ [●]] (the “Bidding Procedures Order”),<sup>2</sup> authorizing the Debtors<sup>3</sup> to conduct an auction (the “Auction”) to select the party to purchase the Debtors’ assets. The Auction will be governed by the bidding procedures approved pursuant to the Bidding Procedures Order (attached to the Bidding Procedures Order as Exhibit 2, the “Bidding Procedures”).

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580); Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213); eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progrexion ASG, Inc. (5153); Progrexion Holdings, Inc. (7123); Progrexion IP, Inc. (5179); Progrexion Marketing, Inc. (5073); and Progrexion Teleservices, Inc. (5110). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Order or the Sale Motion, as applicable.

<sup>3</sup> This relief granted in the Bidding Procedures Order is solely limited to the Debtors.



**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtors may assume and assign to the Successful Bidder the contract or agreement listed on Exhibit A to which you are a counterparty, upon approval of the Sale. The Debtors have conducted a review of their books and records and have determined that the cure amount for unpaid monetary obligations under such Assigned Contracts is as set forth on Exhibit A attached hereto (the “Cure Amounts”).

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the proposed Cure Amounts, object to a proposed assignment to the Successful Bidder of any Assigned Contract, or object to the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Assigned Contract, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amounts, state the correct cure amount alleged to be owed to the objecting Contract Counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served and **actually received** no later than [August 9~~18~~, 2023, at 5:00 p.m. (prevailing Eastern Time)] (the “**Contract Objection Deadline**”) by the Court and the following parties: (i) ~~proposed~~-counsel to the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com) and Chris Ceresa (chris.ceresa@kirkland.com), and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Spencer Winters (spencer.winters@kirkland.com), Whitney C. Fogelberg (whitney.fogelberg@kirkland.com), and Alison J. Wirtz (alison.wirtz@kirkland.com); (ii) ~~proposed~~-co-counsel to the Debtors, Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware 19801, Attn: Domenic E. Pacitti (dpacitti@klehr.com) and Michael W. Yurkewicz (myurkewicz@klehr.com), and Klehr Harrison Harvey Branzburg LLP, 1835 Market Street, Suite 1400, Philadelphia, Pennsylvania 19103, Attn: Morton R. Branzburg (mbranzburg@klehr.com); and (iii) the Debtors’ ~~proposed~~ investment banker, Greenhill & Co., LLC, 1271 Avenue of the Americas, New York, New York 10020, Attn: ~~Naeil~~ Augustine (ProjectPretzel@greenhill.com).

**PLEASE TAKE FURTHER NOTICE** that if no objection to (a) the Cure Amounts(s), (b) the proposed assignment and assumption of any Assigned Contract, or (c) adequate assurance of the Successful Bidder’s ability to perform is filed by the Contract Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Amounts as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the proposed Assigned Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale.

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

**PLEASE THAT FURTHER NOTICE** that, notwithstanding anything herein, the mere listing of any Assigned Contract on the Cure Notice does not require or guarantee that such Assigned Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Successful Bidder with respect to such Executory Contracts and/or Unexpired Leases are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each Assigned Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or the Successful Bidder, as applicable, to designate any Assigned Contract as either rejected or assumed on a post-closing basis.

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

**PLEASE TAKE FURTHER NOTICE** that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at [www.kccllc.net/PGX](http://www.kccllc.net/PGX).

*[Remainder of page intentionally left blank]*

Dated: ~~July~~August [\_\_\_\_], 2023

Wilmington, Delaware

*/s/ Draft*

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- and -

-and-

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~~Proposed~~ Co-Counsel to the Debtors and Debtors in Possession

~~Proposed~~ Co-Counsel to the Debtors and Debtors in Possession

**Exhibit A**

**Potentially Assumed Contracts<sup>1</sup>**

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<sup>1</sup> The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract. The Debtors reserve all rights with respect to assumption or rejection of any Contract included on this list.