

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

AN GLOBAL LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

Re: Docket No. 72, 111, 132, 233, & 408

NOTICE OF FILING OF REVISED PROPOSED ORDER (I) APPROVING THE SALE OF ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH AND (III) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that, on September 1, 2023, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of: (I) an Order (A) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors’ Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (B) Approving Certain Bidding Procedures, Bidding Protections, and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (C)*

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number or registration number in the applicable jurisdiction, are: AN Global LLC (5504); AgileThought, Inc. (2509); 4th Source Holding Corp. (9629); 4th Source Mexico, LLC (7552); 4th Source, LLC (7626); AgileThought Brasil-Consultoria Em Tecnologia LTDA (01-42); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Costa Rica S.A. (6822); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AgileThought Servicios Administrativos, S.A. de C.V. (4AG1); AgileThought Servicios México S.A. de C.V. (8MY5); AgileThought, S.A.P.I. de C.V. (No Tax ID); AGS Alpama Global Services USA, LLC (0487); AN Data Intelligence, S.A. de C.V. (8I73); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); AN USA (5502); AN UX, S.A. de C.V. (7A42); Cuarto Origen, S. de R.L. de C.V. (0IQ9); Entrepids México, S.A. de C.V. (OCYA); Entrepids Technology Inc. (No Tax ID); Facultas Analytics, S.A.P.I. de C.V. (6G37); Faktos Inc., S.A.P.I. de C.V. (3LLA); IT Global Holding LLC (8776); and QMX Investment Holdings USA, Inc. (9707); AgileThought Argentina, S.A. (No Tax ID); AGS Alpama Global Services México, S.A. de C.V. (No Tax ID); and Tarnow Investment, S.L. (No Tax ID). The Debtors’ headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.



Authorizing the Debtors to Enter into the Stalking Horse APA, and (D) Granting Related Relief; and (II) an Order (A) Approving Asset Purchase Agreement, (B) Authorizing the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, (C) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (D) Granting Related Relief [Docket No. 72] (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that, on September 25, 2023, the Court entered the *Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Docket No. 132] which approved the timeline for the sale of the Debtors' assets.

PLEASE TAKE FURTHER NOTICE that, on October 10, 2023, the Court entered the *Order Approving (I) the Debtors' Entry into the Stalking Horse APA, (II) Expense Reimbursement for Stalking Horse Bidder, and (III) Granting Related Relief* [Docket No. 233] (the "Stalking Horse APA Order").

PLEASE TAKE FURTHER NOTICE that, on November 6, 2023, the Debtors filed the *Notice of (I) Extension of Certain Sale Related Dates, and (II) Filing of Proposed Sale Order* [Docket No. 408], which attached the proposed form of order approving the sale (the "Proposed Sale Order") as Exhibit A.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 1** is a revised proposed form of order (the “**Revised Proposed Sale Order**”) approving, among other things, the sale of all, or substantially all, of the Debtors’ assets. For the convenience of the Court and all parties in interest, a blackline of the Revised Proposed Sale Order against the Proposed Sale Order is attached hereto as **Exhibit 2**.

PLEASE TAKE FURTHER NOTICE that, the Debtors intend to seek entry of the Revised Proposed Sale Order at the hearing (the “**Hearing**”) scheduled for **November 16, 2023 at 12:00 p.m. (ET)**. The Debtors reserve all rights to modify the Revised Proposed Sale Order at or prior to the Hearing.

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Dated: November 16, 2023
Wilmington, Delaware

Respectfully submitted,

/s/ Gregory J. Flasser

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Counsel for the Debtors and Debtors-in-Possession

EXHIBIT 1

(Revised Proposed Sale Order)

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

In re

AN GLOBAL LLC, et al.,¹

Debtors.

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

Re: Docket No. 72, 111, 132 & 233

**ORDER (I) APPROVING THE SALE OF ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS
AND ENCUMBRANCES, (II) APPROVING THE ASSUMPTION
AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES IN CONNECTION THEREWITH AND (III) GRANTING RELATED RELIEF**

This matter coming before the Court on the *Debtors' Motion for Entry of: (I) an Order (A) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (B) Approving Certain Bidding Procedures, Bidding Protections, and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof,*

¹. The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number or registration number in the applicable jurisdiction, are: AN Global LLC (5504); AgileThought, Inc. (2509); 4th Source Holding Corp. (9629); 4th Source Mexico, LLC (7552); 4th Source, LLC (7626); AgileThought Brasil-Consultoria Em Tecnologia LTDA (01-42); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Costa Rica S.A. (6822); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AgileThought Servicios Administrativos, S.A. de C.V. (4AG1); AgileThought Servicios México S.A. de C.V. (8MY5); AgileThought, S.A.P.I. de C.V. (No Tax ID); AGS Alpama Global Services USA, LLC (0487); AN Data Intelligence, S.A. de C.V. (8173); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); AN USA (5502); AN UX, S.A. de C.V. (7A42); Cuarto Origen, S. de R.L. de C.V. (0IQ9); Entrepids México, S.A. de C.V. (OCYA); Entrepids Technology Inc. (No Tax ID); Facultas Analytics, S.A.P.I. de C.V. (6G37); Faktos Inc., S.A.P.I. de C.V. (3LLA); IT Global Holding LLC (8776); QMX Investment Holdings USA, Inc. (9707); AgileThought Argentina, S.A. (No Tax ID); AGS Alpama Global Services México, S.A. de C.V. (No Tax ID); Tarnow Investment, S.L. (No Tax ID); and Anzen Soluciones, S.A. de C.V. (No Tax ID). The Debtors' headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.

(C) Authorizing the Debtors to Enter into the Stalking Horse APA, and (D) Granting Related Relief; and (II) an Order (A) Approving the Asset Purchase Agreement, (B) Authorizing the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, (C) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (D) Granting Related Relief [Docket No. 72] (the "Sale Motion"), filed by the debtors (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"); and the Court having previously entered (i) the Order (A) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (B) Approving Certain Bidding Procedures, Bidding Protections, and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (C) Authorizing the Debtors to Enter Into the Stalking Horse APA, and (D) Granting Related Relief [Docket No. 132] (the "Bid Procedures Order"); and (ii) Order Approving (I) the Debtors' Entry into the Stalking Horse APA, (II) Expense Reimbursement for Stalking Horse Bidder, and (III) Granting Related Relief [Docket No. 233] (the "Stalking Horse APA Order"); and AT Holdings Corp.² (the "Buyer") having submitted the highest or best bid for the Assets, as reflected in that certain Stalking Horse APA, dated as of October 4, 2023, by and among the Buyer and the Debtors (as amended or otherwise modified from time to time, the "Stalking Horse APA"), a copy of which is attached hereto as **Exhibit 1**; and the Court having conducted a hearing to consider certain relief requested in the Sale Motion on November 16, 2023 (the "Sale Hearing"),

² Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Sale Motion, the Bidding Procedures Order, or the Stalking Horse APA (as hereinafter defined), as applicable.

at which time all objecting and interested parties were offered an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered: (i) the Sale Motion; (ii) the Stalking Horse APA; (iii) the Bidding Procedures; (iv) the Bidding Procedures Order; (v) the record of the Bidding Procedures Hearing; (vi) the Stalking Horse APA Order; (vii) the record of the hearing on the approval of the Stalking Horse APA Order (the “Stalking Horse Hearing”); (viii) the *Declaration of Stephen Preefer, Managing Director at Guggenheim Securities, LLC, Proposed Investment Banker of the Debtors, in Support of the Debtors’ Motion to Obtain Postpetition Debtor-In-Possession Financing and the Debtors’ Bidding Procedures Motion* [Docket No. 111]; (ix) the *Declaration of James S. Feltman, Chief Restructuring Officer of the Debtors, in Support of First Day Relief* [Docket No. 13]; (x) all objections filed with the Court, including those at Docket Nos. 101, 102, and 425 (each, an “Objection” and, collectively with any informal objections received by the Debtors, including that received from the Committee, the “Objections”); and (xi) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and after due deliberation the Court having determined that the legal and factual bases set forth in the Sale Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Sale Motion is in the best interest 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:³

A. Jurisdiction and Venue. This Court has jurisdiction to consider the Sale Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. 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. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

C. Statutory Predicates. The statutory and other legal predicates for the relief sought in the Sale Motion and granted herein are sections 105, 363 and 365 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 4001, 6004, 6006, 9007 and 9014 of 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”).

D. Notice and Opportunity to Be Heard. As evidenced with the certificates of service filed with the Court [Docket Nos. 181, 188, 240, 246, 427, 433, 435], the Debtors have provided proper, timely, adequate and sufficient notice of, and a fair and reasonable opportunity to object and be heard with respect to, the Sale Motion, the Bidding Procedures Order, the Stalking Horse APA Order, the Sale Hearing, the sale of the Assets pursuant to the Stalking Horse APA (the “Sale”) free and clear of any Interests (as defined below) (other than any Permitted Liens and

³ The findings and conclusions of law set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) 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. The Court’s findings also shall include any oral findings of fact and conclusions of law made by the Court during the Sale Hearing.

Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) within the meaning of section 363(f) of the Bankruptcy Code, the *Notice of Designation of Successful Bidder and Cancellation of Auction* [Docket No. 432], the *Debtors' Motion for Entry of an Order Fixing Cure Amounts for Certain Contracts and Granting Related Relief* [Docket No. 105] (the "Cure Costs Motion"), the *Debtors' Supplemental Motion for Entry of an Order Fixing Cure Amounts for Certain Contracts and Granting Related Relief* [Docket No. 414] (the "Supplemental Cure Costs Motion"), the *Notice of Possible Assumption and Assignment With Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 419] (the "Assumption Notice"), and the assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to the Buyer at Closing pursuant to this Order and the terms of the Stalking Horse APA (collectively, the "Assigned Contracts"), in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, 6006, 9007 and 9014, Local Rules 2002-1, 6004-1 and 9006-1 and the Bidding Procedures Order, to all persons and entities entitled to such notice, including the Sale Notice Parties (as defined in the Bidding Procedures) and all other persons and entities as directed by the Court. Such notice was good, sufficient and appropriate under the circumstances, including but not limited to providing each counterparty a full and fair opportunity to object to the assumption and assignment of its Contract and its proposed Cure Costs; and no other or further notice of any of the foregoing is required. With respect to parties in interest whose identities could not be reasonably ascertained by the Debtors, the Sale Notice published in the national edition of *USA Today* on September 29, 2023 [Docket No. 197], was sufficient and reasonably calculated to provide notice to such parties under the circumstances. The Debtors published the Sale Motion, Bidding Procedures Order, the Bidding Procedures, the Stalking Horse APA Order,

the Stalking Horse APA, the Sale Notice, the Cure Costs Motion, the Supplemental Cure Costs Motion, the Assumption Notice, and certain other documents relevant to the Sale on the Case Website.

E. Sound Business Purpose. The Debtors have demonstrated good, sufficient and sound business purposes and justifications for approval of the Sale Motion. The approval of and entry into the Sale, the Stalking Horse APA and any ancillary agreements thereto (i) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors' business judgment and a proper exercise of the fiduciary duties of the Debtors and their directors and officers; (ii) provide value and are beneficial to the Debtors' estates, and are in the best interests of the Debtors, their estates and their stakeholders; and (iii) are reasonable and appropriate under the circumstances. Business justifications for entry into the Sale and the Stalking Horse APA include, without limitation, the following: (i) the Stalking Horse APA constitutes the highest or best offer received for the Assets; (ii) the Stalking Horse APA presents the best opportunity to maximize the value of the Assets on a going-concern basis and to avoid decline and devaluation as a result of delay or liquidation; (iii) failure to consummate the Sale expeditiously, as provided under the Stalking Horse APA, could materially diminish creditor recoveries; and (iv) the immediate consummation of the Sale is necessary to maximize the value of the Debtors' estates.

F. Compliance with Bidding Procedures. The Debtors conducted an open and fair Sale Process. The Sale Process was non-collusive in all respects, and all interested parties were provided a full, fair and reasonable opportunity to make an offer to purchase the Assets. The Debtors, the Buyer and their respective counsel and other advisors have complied with the Bidding Procedures, the Bidding Procedures Order and the Stalking Horse APA Order.

G. Highest or Best Value. The Debtors determined, in their reasonable business judgment, in a manner consistent with their fiduciary duties, that the Buyer's Qualified Bid, as documented in the Stalking Horse APA, was the highest or otherwise best Qualified Bid for the Assets. Consummating the Sale will yield greater value to the Debtors' estates than would have been provided by any other available alternative transaction.

H. Fair Consideration. The consideration the Buyer will pay under the Stalking Horse APA constitutes (i) fair and reasonable consideration for the Assets; and (ii) reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act and other laws of the United States, any state, territory, possession thereof or the District of Columbia.

I. Free and Clear Sale. The Debtors may sell the Assets free and clear of all Interests (as defined below) (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Any holders of Interests that objected to the Sale or the Sale Motion and that have an Interest in the Assets could be compelled in a legal or equitable proceeding to accept money in satisfaction of such Interest pursuant to section 363(f)(5) or fall within one or more of the other subsections of section 363(f) and, therefore, are adequately protected by having their Interests on the Assets attach solely to the proceeds of the Sale ultimately attributable to the sale of the property on which such holders have an Interest, in the same order of priority, and with the same validity, force and effect that such Interests had prior to the consummation of the Sale, subject to any rights, claims or defenses of the Debtors and their estates. Any Interest holders that did not

object, or that withdrew their objections, to the Sale Motion or the Sale, are deemed to have consented to the sale of the Assets free and clear of their respective Interests on the Assets pursuant to section 363(f)(2) of the Bankruptcy Code.

J. Buyer's Reliance on Free and Clear Sale. The Buyer would not have entered into the Stalking Horse APA and would not consummate the Sale or the other transactions contemplated thereby if the sale of the Assets were not free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), or if the Buyer would, or in the future could, be liable for any such Interests. A sale of the Assets other than one free and clear of all Interests would adversely impact the Debtors, their estates and their creditors, and would yield substantially less value for the Assets and the Debtors' estates, with less certainty than provided by the Sale. The total consideration to be provided under the Stalking Horse APA reflects the Buyer's reliance on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to, and possession of, the Assets free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), including, without limitation, any potential derivative, vicarious, transferee or successor liability Interests.

K. "Interests". As used in this Order, the term "Interest" includes, in each case to the extent against or with respect to any of the Debtors or in, on, or against or with respect to any of the Assets: Liens, claims (as defined in section 101(5) of the Bankruptcy Code), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, obligations, Liabilities, demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, rights, or interests of any kind or nature

whatsoever, whether known or unknown, inchoate or not, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, (i) mortgages, deeds of trust, pledges, charges, security interests, hypothecations, encumbrances, easements, servitudes, leases, subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, rights of use or possession, subleases, leases, conditional sale arrangements, or any similar rights, (ii) all claims, including, without limitation, all rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual or tort rights and claims, and labor, employment, and pension claims; (iv) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Assets, or any similar rights; (v) any rights under labor or employment agreements; (vi) any rights under pension, multiemployer plan (as such term is defined in section 3(37) or section

4001(a)(3) of the Employment Retirement Income Security Act of 1974 (as amended, “ERISA”), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (vii) any other employee, worker’s compensation, occupation disease, or unemployment or temporary disability claims, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, each as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§ 2101, et seq.) or any state or other laws of similar effect; (viii) any bulk sales or similar law; (ix) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the assets or businesses of the Debtors prior to the Closing; (x) any unexpired and executory or non-executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract; (xi) any other Excluded Liabilities under the Stalking Horse APA; and (xii) Interests arising under or in connection with any acts, or failures to act, of any of the Debtors or any of the Debtors’

predecessors, Affiliates, or Subsidiaries, including, but not limited to, Interests arising under any doctrines of successor, transferee, or vicarious liability, violation of the Securities Act, the Exchange Act, or other applicable securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable Law or otherwise.

L. No Successor or Other Derivative Liability. By consummating the Sale pursuant to the Stalking Horse APA, the Buyer is not a mere continuation of any of the Debtors or any enterprise(s) of the Debtors, and there is no common identity between the Buyer and any Debtor. The Buyer is not holding itself out as a continuation of any Debtor. The Buyer is not a successor to any Debtor or any Debtor's estate by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors or any of the Debtors' estates. Neither the Buyer nor any of its affiliates or their respective successors, assigns, managed funds or accounts, members, managers, representatives, limited or general partners, principals, officers, agents, directors or direct or indirect equity holders, investors, or owners (or the equivalent thereof) (collectively, the "Buyer Related Persons") shall assume or in any way be responsible for any obligation or Liability of any Debtor (or any affiliate or predecessor of any Debtor) or any Debtor's estate, except as expressly provided in the Stalking Horse APA. The sale and transfer of the Assets to the Buyer, including the assumption by the Debtors and assignment, transfer and/or sale to the Buyer of any of the Assigned Contracts, will not subject the Buyer and the Buyer Related Persons to any Liability with respect to the operation of the Debtors' (or Debtors' predecessors') businesses prior to the Closing or by reason of such transfer. Without limiting the generality of the foregoing, and except as otherwise provided in the Stalking Horse APA, the parties intend and the Court hereby finds that the Buyer Related Persons

shall not be liable for any Lien or Liability (other than Assumed Liabilities and Permitted Liens) against any Debtor, or any of its predecessors or affiliates, and the Buyer Related Persons shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Acquired Assets or any Liabilities of any Debtor arising or attributable to periods prior to the Closing Date. The Buyer would not have acquired the Acquired Assets but for the foregoing protections against potential claims based upon “successor liability,” *de facto* merger, or theories of similar effect.

M. Good Faith. The Debtors, the Buyer and their respective counsel and other advisors have negotiated and entered into the Stalking Horse APA and each of the transactions contemplated thereby in good faith, without collusion and from arm’s-length bargaining positions. The Buyer is a good-faith purchaser, and is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code, and, as such, is entitled to all of the protections afforded thereby. The Debtors were free to deal with any other party interested in acquiring all or some of the Assets. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the Sale, the Stalking Horse APA or any of the transactions contemplated thereby to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code, or that would prevent the application of sections 363(m) of the Bankruptcy Code. The Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction. The Buyer has not acted in a collusive manner with any person or entity. All payments to be made by the Buyer and all agreements entered into by the Buyer and the Debtors under the Stalking Horse APA in connection with the Sale have been disclosed and are appropriate. The Stalking Horse APA was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying

or defrauding creditors under laws of the United States, any state, territory, possession thereof or the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer have entered into the Stalking Horse APA or are consummating the Sale with any fraudulent or otherwise improper purpose.

N. No Collusion. The Stalking Horse APA was not controlled by an agreement between potential bidders within the meaning of section 363(n) of the Bankruptcy Code. The Debtors and the Buyer have not engaged in any conduct that would cause or permit the Stalking Horse APA or the consummation of the Sale to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. Neither the Debtors nor the Buyer has entered into the Stalking Horse APA or is consummating the Sale with any fraudulent or otherwise improper purpose.

O. Insider Status. The Buyer is not an “insider” of any Debtor, as that term is defined in section 101(31) of the Bankruptcy Code.

P. Assumption and Assignment of Assigned Contracts. The assumption and assignment of the Assigned Contracts are an integral part of the Sale, are in the best interests of the Debtors and their estates and represent the valid and reasonable exercise of the Debtors’ sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts (i) are necessary to sell the Assets to the Buyer as contemplated by the Stalking Horse APA, (ii) allow the Debtors to sell the Assets to the Buyer as a going concern, (iii) limit the losses suffered by counterparties to the Assigned Contracts and (iv) maximize the recoveries of other creditors of the Debtors by eliminating claims against the Debtors’ estates that would arise from the Debtors’ rejection of the Assigned Contracts. Any counterparty to any Assigned Contract that has not actually filed with the Court and served on the Objection Notice Parties

(as defined in the Bidding Procedures Order) an objection to the Debtors' assumption and assignment of such Assigned Contract, or to the applicable Cure Costs, as of the date specified in the Bidding Procedures Order or Cure Cost Order, as applicable (as such date may have been modified or extended in accordance with the terms of the Bidding Procedures Order and Cure Cost Order, as applicable) is deemed to have consented to the assumption and assignment of the Assigned Contract, and to the applicable Cure Costs.

Q. Compliance with Section 365 of the Bankruptcy Code. The Debtors have met all requirements of section 365(b) of the Bankruptcy Code with respect to the assumption and assignment of each of the Assigned Contracts. The Debtors have provided adequate assurance (within the meaning of section 365(b)(1) of the Bankruptcy Code) of cure of any default existing under any of the Assigned Contracts on or before the Closing Date. The Buyer has demonstrated adequate assurance of future performance of and under the Assigned Contracts within the meaning of sections 365(b) and 365(f)(2) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Buyer, notwithstanding any provision in the Assigned Contracts or other restrictions prohibiting their assignment or transfer.

R. Modifications to Assigned Contracts. Pursuant to section 2.5(b) of the Stalking Horse APA, the Buyer may modify the list of the Assigned Contracts after the date of this Order. Such modification rights include, but are not limited to, the right of the Buyer to designate a Contract for assumption by the Debtors and assignment to the Buyer, as well as for exclusion from the Sale as an Excluded Contract. The Buyer would not have agreed to the Sale without such modification rights. The notice and opportunity to object provided to counterparties to such Assigned Contracts and to other parties in interest, as set forth in the Bidding Procedures

Order, the Cure Costs Order, and in this Order, fairly and reasonably protect any rights that such counterparties and other parties in interest may have with respect to such Assigned Contracts.

S. Property of the Estates. The Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

T. Validity of the Sale. The consummation of the Sale is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(k), 363(m), 365(b) and 365(f) and all of the applicable requirements of such sections have been complied with in all respects in connection with the Sale. As of the Closing, the sale and assignment of the Assets and the Assigned Contracts to the Buyer will be a legal, valid and effective transfer of the Assets and the Assigned Contracts, and will vest the Buyer with all right, title and interest of the Debtors in and to the Assets and the Assigned Contracts free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order). The Debtors have full corporate or other applicable authority to execute the Stalking Horse APA and all other documents contemplated thereby, and the Sale has been duly and validly authorized by all necessary corporate action of the Debtors. Upon entry of this Order, other than any consents identified in the Stalking Horse APA, no consent or approval from any other person, entity or legal authority is required to consummate the Sale.

U. As set forth in paragraph 4(b) of the Final DIP Order⁴ and subject to the terms therein, the Debtors have stipulated, among other things to the Prepetition 1L Secured Parties'

⁴ The term "Final DIP Order" shall mean the *Final Order (I) Authorizing the Debtors To (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Senior Secured Priming Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition 1L Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief*, as entered by the Bankruptcy Court.

(as defined in the Final DIP Order) valid, binding, perfected and enforceable, first priority liens over the Prepetition Collateral (as defined in the Final DIP Order) that secure the Prepetition 1L Obligations (as defined in the Final DIP Order). Pursuant to paragraph 28 of the Final DIP Order, such stipulations are binding on all parties in interest.

V. Pursuant to paragraph 30 of the Final DIP Order, the Court previously ordered that each of the Prepetition 1L Agent (subject to paragraphs 27 and 28 of the Final DIP Order) and the DIP Agent have the unqualified right to credit bid the full amount of the Prepetition 1L Obligations and the DIP Obligations (each as defined in the Final DIP Order), respectively.

W. No Sub Rosa Plan. Neither the Sale nor the Stalking Horse APA impermissibly restructures the rights of any of the Debtors' creditors or impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. Neither the Sale nor the Stalking Horse APA constitutes a *sub rosa* or *de facto* plan of reorganization or liquidation.

X. No Stay of Order. Time is of the essence to implement the Stalking Horse APA and consummate the Sale. The Sale must be approved and consummated promptly in order to preserve the value of the Assets and to maximize the value to the Debtors, their estates, their creditors and all other parties in interest and to ensure the Debtors' compliance with their obligations under their post-petition financing agreements. The Debtors have demonstrated compelling circumstances and sound business justifications for the immediate approval and consummation of the Sale as contemplated by the Stalking Horse APA. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d), 7062 or any applicable provisions of the Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry.

Y. Single, Integrated Transaction. Entry of this Order approving the Stalking Horse APA and all provisions of this Order and the Stalking Horse APA are a necessary condition precedent to the Buyer consummating the Sale. The provisions of this Order and the Stalking Horse APA and the transactions contemplated hereby and thereby are inextricably linked and technically and collectively constitute a single, integrated transaction.

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

1. Sale Motion Granted. The Sale Motion and the relief requested therein (to the extent not previously granted by the Court pursuant to the Bidding Procedures Order, the Stalking Horse APA Order, or otherwise) are GRANTED and approved as set forth herein.

2. Objections Overruled. Any Objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived or settled and all reservations of rights included in such Objections are hereby OVERRULED on the merits with prejudice or resolved as set forth herein.

3. Sale Approved. The Stalking Horse APA and all transactions contemplated thereby, including the Sale, are APPROVED.

4. Prior Findings of Fact and Conclusions of Law. The Court's findings of fact and conclusions of law in the Bidding Procedures Order and the Stalking Horse APA Order, including the record of the Bidding Procedures Hearing, the Stalking Horse Hearing, and the findings of fact recited above are incorporated herein by reference.

5. Entitled to Credit Bid. The Prepetition 1L Agent and the DIP Agent, or their assignees or designees, including AT Holdings Corp., shall be entitled to credit bid all or any portion of each of the DIP Obligations and Prepetition 1L Obligations without further challenge

from any other party in interest, it being found that (i) all of the Prepetition 1L Obligations and DIP Obligations that constitute the Credit Bid Amount are legal, valid and binding obligations of the Debtors, (ii) the liens securing the Prepetition 1L Obligations are not subject to any Claims and Defenses (as defined in the Final DIP Order) and any such Claims and Defenses by any party in interest shall be deemed forever waived, barred and released, and (iii) the Challenge Period (as defined in the Final DIP Order) terminated as of November 13, 2023, and no party shall be permitted to assert any Claims and Defenses and all such Claims and Defenses shall be deemed forever waived, barred and released. Notwithstanding anything to the contrary herein: (i) other than the Credit Bid Amount, nothing in this Order shall impair, release, modify, discharge or otherwise affect any of the outstanding Prepetition 1L Obligations, the DIP Obligations or the adequate protections obligations set forth in the Final DIP Order; and (ii) the occurrence of the Closing Date will constitute the consummation of a sale of all or substantially all of the assets of the Debtors pursuant to Section 363(b) of the Bankruptcy Code.

6. Debtors' Performance Authorized. The Debtors are hereby authorized to enter into and perform their obligations under the Stalking Horse APA, and to take such other actions as may be necessary or desirable to effectuate the terms of the Stalking Horse APA, including providing transition services, if needed, and other instruments or documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Stalking Horse APA, the Sale, or this Order, including, without limitation, deeds, assignments, stock powers, transfers of membership interests and any other instruments of transfer, without further order of the Court. The Debtors are hereby further authorized to take all other actions as may reasonably be requested by the Buyer or otherwise for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to the Buyer's possession any or all of the

Assets and the Assigned Contracts, as may be necessary or appropriate for the Debtors to perform their obligations under the Stalking Horse APA and consummate the Sale, including, without limitation, providing transition services, without further order of the Court.

7. The Debtors are hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents with respect to the Assets that are necessary or appropriate to effectuate the Stalking Horse APA, the Sale, or this Order, including, as applicable, amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate.

8. Valid Transfer and Assignment. Effective as of the Closing Date, the sale and assignment of the Assigned Contracts and the Assets, including all rights, title and interest of the Debtors and the Debtors' estates in and to all claims and causes of action arising under sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 553(b), or 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state-law equivalents or the proceeds of such claims, causes of action or avoidance actions (collectively, the "Avoidance Actions") and any and all rights to commence and prosecute such actions (collectively with the Avoidance Actions, the "Avoidance Action Assets"), by the Debtors to the Buyer shall constitute a legal, valid and effective transfer and assignment of the Assigned Contracts and the Assets, including the Avoidance Action Assets, notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title and interest of the Debtors and their respective estates in and to the Assigned Contracts and the Assets, including the Avoidance

Action Assets, free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), pursuant to section 363(f) of the Bankruptcy Code.

9. Free and Clear Sale. Except to the extent specifically provided in the Stalking Horse APA, upon the Closing Date, the Debtors shall be, and hereby are, authorized and empowered, pursuant to sections 105, 363(b), 363(f) and 363(k) of the Bankruptcy Code, to sell and transfer to the Buyer the Assets. The sale and transfer of the Assets to the Buyer shall vest the Buyer with all right, title and interest of the Debtor in and to the Assets free and clear of any and all Interests of any person or entity (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), with all such Interests to attach to the net proceeds of the Sale ultimately attributable to the sale of the property on which such holders have an Interest, in the same order of priority, and with the same validity, force and effect that such Interests had prior to the consummation of the Sale, subject to any rights, claims or defenses of the Debtors or their estates. Following the Closing, no holder of any Interest on any of the Assets shall interfere with the Buyer's use or enjoyment of any of the Assets based on or related to such Interest or any actions that the Debtors have taken or may take in their Chapter 11 Cases and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale.

10. The provisions of this Order authorizing the sale and transfer of the Assets free and clear of Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate or

implement the provisions of this Order. For the avoidance of doubt, on or after the Closing Date, the Debtors and the Buyer shall be authorized, but not directed, to file any such releases, termination statements, assignments, consents or other instruments in any jurisdiction to record the release, discharge and termination of Interests on the Assets pursuant to the terms of this Order.

11. Direction to Creditors. This Order shall be (a) effective as a determination that, as of the Closing Date, all Interests on the Assets (except as otherwise expressly assumed under, or expressly permitted by, the Stalking Horse APA) shall be unconditionally released, discharged and terminated as to the Buyer and the Assets; and (b) binding upon all persons and entities, including all the Debtors' creditors and any holder of an Interest on any of the Assets, and all such persons and entities are hereby authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release their respective Interests on the Assets, if any. If any person or entity that has filed a financing statement, mortgage, mechanics lien, *lis pendens* or other document, instrument, notice or agreement evidencing any Interest on the Assets has not delivered to the Debtors on or before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Assets, the Debtors and the Buyer are authorized to (x) request that the applicable person or entity execute and file such termination statements, releases, instruments of satisfaction or other documents with respect to the Assets, and, to the extent such person or entity fails to do so, execute and file such termination statements, releases, instruments of satisfaction or other documents with respect to the Assets on behalf of the applicable person or entity, and (y) file, register or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the

release of all Interests on the Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal or foreign government agency, department or office.

12. Direction to Recording Officers. All filing agents or officers, title agents or companies, recorders of mortgages or deeds, registrars, administrative agencies, governmental units or departments, secretaries of state, governmental officials and all other persons or entities that may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments regarding the Assets or who may be required to report or insure any title or state of title in or to the Assets, (collectively, the “Recording Officers”) are hereby authorized to (a) accept any and all documents or instruments necessary and appropriate to consummate the Sale or to record and reflect that the Buyer is the owner of the Assets free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) and (b) strike all recorded Interests on the Assets from their records.

13. Direction to Surrender the Assets. All persons or entities in possession or control of any of the Assets, either presently or on or before the Closing Date, are directed to surrender possession or control of the Assets to the Buyer on the Closing Date.

14. No Successor Liability. The Buyer Related Persons are not and shall not be (a) deemed a “successor” in any respect to any of the Debtors or any of their estates as a result of the consummation of the Sale or any other event occurring in the Debtors’ Chapter 11 Cases under any theory of law or equity; (b) deemed to have, *de facto* or otherwise, merged or consolidated with or into any of the Debtors or any of their estates; (c) deemed to be an alter ego of or have a common identity with any of the Debtors; (d) deemed to have a continuity of

enterprise with any of the Debtors; (e) be liable for any acts or omissions of the Debtors in connection with the conduct of the Business, or arising under or related to the Acquired Assets, except as expressly provided in the Stalking Horse APA; or (f) deemed to be a continuation or substantial continuation of any of the Debtors or any enterprise of any of the Debtors, including (with respect to clause (a) through (f) of this paragraph) within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, products liability or other law, doctrine rule or regulation (including any filing requirements under any such laws, rules or regulations) with respect to the Debtors' liability under such law, doctrine, rule or regulation.

15. Except as expressly provided in the Stalking Horse APA or this Order with respect to the Assumed Liabilities, the Buyer and the Buyer Related Persons shall not assume, nor be deemed to have assumed or in any way be responsible for any Liability or obligation (of any kind, character, or description, whether known or unknown, asserted or unasserted, matured or unmatured, liquidated or unliquidated, disputed or undisputed, accrued or unaccrued, due or to become due, fixed, absolute, contingent or otherwise) of any of the Debtors or any of their estates arising or attributable to periods prior to the Closing Date including, but not limited to, any Excluded Liabilities, any bulk sales law Liability, successor or vicarious Liability, Liability or responsibility for any claim against any of the Debtors or against any related person or affiliate of the Debtors (including predecessors), or any similar Liability or obligation. The Sale Motion, Sale Notice and Notice of Successful Bidder contain sufficient notice of such limitation in accordance with applicable law. Except for the Buyer's assumption of the Assumed Liabilities pursuant to the Stalking Horse APA and this Order and claims brought by the Debtors to enforce the express terms of the Stalking Horse APA and this Order, the transfer of the Assets and the

Assigned Contracts to the Buyer under the Stalking Horse APA will not result in (a) any Buyer Related Person having any Liability or obligation for any claim made against any of the Debtors (or their respective affiliates, together with their respective predecessors, successors, assigns, members, partners, officers, directors, principals or direct or indirect equity holders), including without limitation in respect of the Excluded Liabilities, nor in any such liability or obligation attaching to the Assets; (b) any Buyer Related Person having any Liability or obligation with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff, recoupment or otherwise, directly or indirectly, any Interests or Excluded Liabilities, nor in any such liability or obligation attaching to the Assets; or (c) any Buyer Related Person having any liability or obligation to any of the Debtors.

16. Except with respect to Assumed Liabilities, effective upon the Closing Date, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against any Buyer Related Person or their assets (including the Assets) with respect to any (a) Interest in the Assets or (b) successor, transferee, vicarious or other similar liability or theory of liability, including (i) commencing or continuing any action or other proceeding pending or threatened, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Order or other orders of the Court or the agreements or actions contemplated or taken in respect hereof or thereof; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Interest; (iv) asserting any setoff, right of subrogation or recoupment of any kind; or (v) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Assets or conduct any of the businesses operated with the Assets.

17. Sale Proceeds; Payment of Certain Indebtedness. On the Closing Date, the Debtors shall pay all of the accrued but unpaid reasonable and documented fees and expenses incurred by the DIP Parties or the Prepetition 1L Secured Parties as provided in the Final DIP Order and subject to the procedures in the Final DIP Order. Nothing in this Order shall limit the rights of the Prepetition 1L Secured Parties or the DIP Parties under the Final DIP Order.

18. Assumption and Assignment of Assigned Contracts. Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing of the Sale, the Debtors' assumption and assignment of the Assigned Contracts to the Buyer free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) pursuant to the terms of the Stalking Horse APA, as modified by the terms of any amendments reached by the Buyer and the respective counterparty, is hereby approved, and the requirements of sections 365(b) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Upon the Debtors' assumption and assignment of the Assigned Contracts to the Buyer, each applicable counterparty shall be forever barred, estopped and permanently enjoined from raising or asserting against the Debtors, the Buyer or their respective property, any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, known or unknown, liquidated or unliquidated senior or subordinate), counterclaim, defense, setoff or any other matter arising under or out of, in connection with or in any way related to, the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing. Upon the Debtors' assumption and assignment of the Assigned Contracts to the Buyer, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtors in and to the Assigned Contracts and the Assigned

Contracts shall be deemed to be valid and binding and in full force and effect and enforceable in accordance with their terms. The Debtors' assumption and assignment of the Assigned Contracts to the Buyer shall not constitute a default under or a termination of any Contract.

19. Cure Obligations. Any defaults or other obligations under the Assigned Contracts shall be deemed cured by the Buyer's payment or other satisfaction of the cure amounts, if any, associated with the Assigned Contracts (the "Cure Costs").

20. Cure Objections. Except as provided herein, all objections to the Debtors' calculation of Cure Costs with respect to any of the Assigned Contracts (each such objection, a "Cure Objection") have been overruled, withdrawn, waived, settled or otherwise resolved. Any Cure Objections as to applicable Cure Costs that have not been resolved by the parties may be heard at a later date as set by the Court. The pendency of a dispute relating to a particular Contract shall not prevent or delay the assumption or assignment of any other Contract or the closing of the Sale.

21. Adequate Assurance. The Buyer has provided adequate assurance of future performance under the Assigned Contracts within the meaning of sections 365(b) and 365(f)(2)(B) of the Bankruptcy Code. Any Adequate Assurance Objections that have not been withdrawn, waived or settled and all reservations of rights included in such objections are hereby overruled on the merits with prejudice. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the Debtors' assumption and assignment of the Assigned Contracts to the Buyer have been satisfied.

22. Anti-Assignment Provisions Unenforceable. No section or provision of any Assigned Contract that purports to (a) prohibit, restrict or condition the assignment of an Assigned Contract, including, but not limited to, the conditioning of such assignment on the

consent of any counterparty to such Assigned Contract; (b) authorize the termination, cancellation or modification of an Assigned Contract based on the filing of a bankruptcy case, the financial condition of the Debtors or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the Debtors; or (d) provide for additional payments, profit sharing, penalties, conditions, renewals, extensions, charges or other financial accommodations in favor of the counterparty to an Assigned Contract, or modification of any term or condition upon the assignment of a contract or the occurrence of the conditions set forth in subsection (b) above, shall have any force or effect, and any such section or provision constitutes an unenforceable anti-assignment provision under section 365(f) or 365(l), as applicable, of the Bankruptcy Code or is otherwise unenforceable under section 365(e) of the Bankruptcy Code.

23. No Fees for Assumption and Assignment. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Buyer, its successors or assigns, or the Debtors as a result of the assumption and assignment of the Assigned Contracts.

24. Direction to Contract Counterparties. All counterparties to Assigned Contracts assigned to the Buyer in accordance with the terms of this Order and the Stalking Horse APA shall cooperate with, and expeditiously execute and deliver upon, any reasonable request of the Buyer, and shall not charge the Buyer for any instruments, applications, consents or other documents that may be required or requested by any governmental unit or other public or quasi-public authority or other party to effectuate the applicable transfers in connection with the Debtors' assumption and assignment of the Assigned Contracts to the Buyer.

25. Modification of Assigned Contracts List. The rights of the Buyer to modify the list of Assigned Contracts after the date of this Order as set forth in the Stalking Horse APA or

herein is approved. By written notice to the Debtors, the Buyer may, in its sole and absolute discretion, amend or revise Schedule 2.1(c) at any time prior to the Closing Date in accordance with the Stalking Horse APA to: (i) designate an Executory Contract as an Excluded Contract, and upon such designation such Executory Contract will constitute an Excluded Asset, and (ii) designate an Executory Contract as an Assigned Contract and upon such designation such Executory Contract will constitute an Acquired Asset and will be conveyed to Buyer effective as of at Closing without further order of the Court. In the event an Executory Contract is subject to a cure dispute or other dispute as to the assumption or assignment of such Executory Contract that has not been resolved to the mutual satisfaction of Buyer and Sellers prior to the Designation Deadline, then the Designation Deadline shall be extended (but only with respect to such Executory Contract and only while Buyer pays the ordinary course costs and expenses arising in connection with such Executory 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 Debtors, (B) sixty (60) days following the Closing Date, and (C) the date on which such Executory Contract is either no longer permitted to be assumed or assigned or deemed rejected pursuant to 11 U.S.C. § 365(d)(2) or (4), or (D) the date set forth in this Sale Order (the “Extended Contract Period”). If such Executory Contract is not expressly assumed by Buyer in writing by the end of such Extended Contract Period, such Executory Contract shall be automatically deemed an Excluded Contract

26. Within two (2) business days of the Closing, the Debtors shall file a notice of the Closing, attaching the list of the Assigned Contracts assumed and assigned to the Buyer effective as of the Closing Date (the “Final Assumption Notice”).

27. If it is discovered that a Contract should have been listed on Schedule 2.1(c) but was omitted therefrom (an “Omitted Contract”), the Debtors shall, promptly following discovery

thereof (but in no event later than three (3) Business Days after such discovery), (x) notify Buyer in writing of such Omitted Contract and the corresponding estimated Cure Costs related thereto (if any) and (y) if requested by the Buyer in writing (email to suffice), either file a supplemental contract assumption notice as set forth in the Bidding Procedures Order or file a motion with the Court on notice to the counterparties to such Omitted Contract seeking entry of an Order fixing the Cure Costs and approving the assumption and assignment of such Omitted Contract in accordance with Section 2.5 of the Stalking Horse APA (provided that no Omitted Contract shall be assumed by and assigned to Buyer unless such Omitted Contract shall be accepted at such time in writing (email to suffice) by Buyer as an Assigned Contract). With respect to each Assigned Contract, Buyer shall provide adequate assurance of the future performance of such Assigned Contract to the applicable counterparty to such Assigned Contract.

28. Licenses and Permits. To the extent provided in the Stalking Horse APA and available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration and any other governmental authorization or approval of the Debtors with respect to the Assets and the Assigned Contracts, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date. To the extent any license or permit necessary for the operation of the Assets is determined not to be an executory contract that may be assumed and assigned under section 365 of the Bankruptcy Code, the Buyer shall apply for and obtain any necessary license or permit promptly after the Closing Date, and such license or permit of the Debtors shall remain in place for the Buyer's benefit until a new license or permit is obtained (or, in the case of licenses or permits of Debtors of which the assignment to Buyer is pending as of the Closing Date (whether pursuant to a notice period that has not expired as of the

Closing Date or a required consent from an applicable governmental authority that has not been received as of the Closing Date), shall transfer to Buyer upon the expiration of such notice period or the receipt of such consent).

29. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Assets sold, transferred or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale.

30. Good-Faith Purchaser. The Buyer is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all of the protections afforded thereby.

31. Section 363(n) of the Bankruptcy Code. The Sale approved by this Sale Order is not subject to avoidance or any recovery of damages pursuant to section 363(n) of the Bankruptcy Code.

32. No Avoidance. Neither the Sale nor the Stalking Horse APA is subject to avoidance, and no party is entitled to any damages or other recovery in connection therewith under section 363(n) of the Bankruptcy Code.

33. Bulk Sales. No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction shall apply in any way to the Sale.

34. Amendments. The Stalking Horse APA and any related agreements may be amended, supplemented or otherwise modified by the parties thereto and in accordance with the terms thereof, without further action or order of the Court; *provided, that*, any such amendment, supplement or modification shall not have a material adverse effect on the Debtors' estates.

35. Binding Order. This Order and the Stalking Horse APA shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Buyer,

their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a chapter 7 case of any of the Debtors if any of these Chapter 11 Cases is converted from a case under chapter 11 to a case under chapter 7, all creditors of any and all of the Debtors (whether known or unknown), all counterparties to any Assigned Contracts and all Recording Officers. Neither the Sale nor the Stalking Horse APA shall be subject to rejection or avoidance under any circumstances. This Order and the Stalking Horse APA shall inure to the benefit of the Debtors, their estates, their creditors, the Buyer and its respective successors and assigns.

36. Allocation of Consideration. Except as provided in the Stalking Horse APA or this Order, all rights of the respective Debtors' estates with respect to the allocation of consideration received from the Buyer in connection with the Sale (including, without limitation, the value of the assumption of the Assumed Liabilities) are expressly reserved for later determination by the Court and, to the extent consideration is received by any Debtor that is determined to be allocable to another Debtor, the recipient Debtor shall be liable to such other Debtor for a claim with the status of an expense of administration in the case of the recipient Debtor under section 503(b) of the Bankruptcy Code.

37. Resolution of Committee Objections. Notwithstanding anything to the contrary herein or in the Stalking Horse APA, the Assumed Liabilities under the Stalking Horse APA shall be no less than the sum of \$3,000,000.00 less (a) any amounts paid by the Debtors on account of prepetition obligations pursuant to the *Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Domestic Critical Vendors, (B) Lienholders, and (C) Foreign Vendors; (II) Authorizing Banks to Honor and Process Related Checks and Electronic Transfers; and (III) Granting Related Relief* [Docket No. 177], and (b) any amounts paid by the Debtors on

account of prepetition obligations pursuant to the *Final Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes in the Ordinary Course of Business and (II) Authorizing Banks and Financial Institutions to Honor and Process Checks and Transfers Related Thereto* [Docket No. 173].

38. Resolution of the Cigna Objection. Notwithstanding anything to the contrary in this Sale Order, or any Notice related thereto, the Cigna Contracts (as defined in the *Objection of Cigna to Debtors' Motion for Entry of an Order Fixing Cure Amounts for Certain Contracts and Granting Related Relief* [Docket No. 138] (the "Cigna Objection")) shall be assumed and assigned to the Buyer as of the Closing Date, and, in lieu of cure, all obligations due and unpaid under the Employee Benefits Agreements accruing prior to the Closing Date shall pass through and survive assumption and assignment, and nothing in this Sale Order or section 365 of the Bankruptcy Code shall affect such obligations. This resolves the Cigna Objection.

39. Resolution of the Chubb Companies' Objection. Notwithstanding anything to the contrary in the Motion, the Stalking Horse APA, the Bidding Procedures, the Bidding Procedures Order, any Cure Amounts notice, motion or order, or assumption notice, any lists of executory contracts to be assumed and assigned, this Sale Order, or any documents relating to any of the foregoing: (a) nothing shall permit or otherwise effect a sale, an assignment or any other transfer at this time of (i) any insurance policies that have been issued by ACE American Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Vigilant Insurance Company, or any of their U.S.-based affiliates and predecessors (collectively, the "Chubb Companies") to or that provide coverage to any of the Debtors (or their predecessors) and all agreements, documents or instruments relating thereto (collectively the

“Chubb Insurance Contracts”),⁵ or (ii) any rights, proceeds, benefits, claims, rights to payments or recoveries under such Chubb Insurance Contracts, unless and until the Debtors, the Buyer and the Chubb Companies enter into the an assumption agreement (the “Chubb Assumption Agreement”), with the rights of the parties fully preserved pending entry into the Chubb Assumption Agreement; (b) subject to the execution of the Chubb Assumption Agreement by all parties and the occurrence of the Effective Date thereunder (as defined in the Chubb Assumption Agreement), (i) the Debtors are authorized to and shall assume, pursuant to 11 U.S.C. §§ 105 and 365, and assign the Chubb Insurance Contracts to the Buyer as an Acquired Asset (as defined by the Stalking Horse APA), and (ii) effective upon the assignment of Chubb Insurance Contracts, and in accordance with the terms of the Chubb Assumption Agreement, *inter alia*, (1) the Buyer shall assume and shall be liable for any and all now existing or hereinafter arising obligations, liabilities, terms, provisions and covenants of any of the Debtors under the Chubb Insurance Contracts; (2) the Retained Policies shall constitute Excluded Assets; and (3) the Debtors shall remain jointly and severally liable for (and Buyer shall have no liability or obligation for) any and all now existing or hereafter arising obligations, liabilities, terms, provisions and covenants of any of the Debtors under the Retained Policies, regardless of when such obligations arise, and without the need or requirement for the Chubb Companies to file a proof of claim, administrative claim or objection to any cure amount; (c) the Debtors are authorized to enter into the Chubb Assumption Agreement and grant a release to the Chubb Companies in relation to the Chubb Insurance Contracts; (d) the terms and conditions of the Chubb Assumption Agreement shall govern the terms and conditions under which the assumption and assignment of the Chubb Insurance Contracts or any rights, proceeds,

⁵ The Chubb Insurance Contracts shall exclude all directors’ and officers’ liability insurance policies issued to any of the Debtors for any policy period (the “Retained Policies”).

benefits, claims, rights to payments and/or recoveries thereunder shall be sold, assigned or otherwise transferred under this Order; (e) except to the extent specifically addressed in this paragraph or in the Chubb Assumption Agreement (upon the occurrence of the Effective Date (as defined therein) in accordance with its terms), nothing shall alter, modify or otherwise amend the terms or conditions of the Chubb Insurance Contracts; and (f) for the avoidance of doubt, prior to the Buyer's entry into the Chubb Assumption Agreement, the Buyer is not, and shall not be deemed to be, an insured under any of the Chubb Insurance Contracts; *provided, however*, that to the extent any claim with respect to the Acquired Assets arises that is covered by the Chubb Insurance Contracts, the Debtors may pursue such claim in accordance with the terms of the Chubb Insurance Contracts, and, if applicable, turn over to the Buyer any such insurance proceeds (each, a "Proceed Turnover"), *provided, further, however*, that the Chubb Companies shall not have any duty to effectuate a Proceed Turnover or liability related to a Proceed Turnover.

40. For the avoidance of doubt, nothing shall obligate any of the Chubb Companies, the Debtors or the Buyer to enter into the Chubb Assumption Agreement and, further, in the event the Chubb Assumption Agreement is not executed by the Closing Date (as defined in the Stalking Horse APA), none of the Chubb Insurance Contracts or any rights, proceeds, benefits, claims, rights to payments and/or recoveries thereunder shall be sold, assigned or otherwise transferred under this Order.

41. Resolution of Oracle's Objection. Notwithstanding anything to the contrary in this Order or the Stalking Horse APA, no contract between the Debtors and Oracle America, Inc., successor to NetSuite Inc., ("Oracle") will be assumed and/or assigned without (1) Oracle's prior written consent; (2) cure of any default under such contract; (3) the provision to Oracle of satisfactory adequate assurance of future performance by the assignee; and (4) execution by the

Debtors or its successor and the assignee of mutually agreeable assignment documentation in a final form to be negotiated after entry of this Order. In addition, no provision of this Order or the Transition Services Agreement shall authorize (1) the transfer of any Oracle license agreement to any third party; or (2) use of any Oracle license agreement that is inconsistent with the relevant license grant including, but not limited to, exceeding the number of authorized users, shared use or license splitting, absent Oracle's express prior written consent.

42. Failure to Specify Provisions; Conflicts. The failure specifically to include or mention any particular provision of the Stalking Horse APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Buyer that the Stalking Horse APA be authorized and approved in its entirety, including any amendments thereto as may be made by the parties thereto in accordance with the terms thereof and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

43. Further Assurances. From time to time, as and when requested, all parties to the Sale shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to consummate the Sale, including such actions as may be necessary to vest, perfect, confirm, record or otherwise in the Buyer its right, title and interest in and to the Assets and the Assigned Contracts.

44. Automatic Stay. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to the extent necessary, without further order of the Court, to allow the Buyer to deliver any notice provided for in the Stalking Horse APA and to take any and all actions

permitted or required under the Stalking Horse APA in accordance with the terms and conditions thereof.

45. No Stay of Order. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062 and any applicable Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry. The provisions of this Order shall be self-executing. Time is of the essence in implementing the Stalking Horse APAs and Closing the Sale.

46. Governing Terms. To the extent there is any inconsistency between the terms of this Order and the terms of the Stalking Horse APA, the terms of this Order shall govern.

47. Professional Fees. Notwithstanding anything in this Order or in the Stalking Horse APA to the contrary, (a) the Funded Reserve Account (as defined or used in the Final DIP Order) shall remain in effect following the Closing for the benefit of the Professional Persons (as defined in the Final DIP Order) with respect to accrued and unpaid Allowed Professional Fees as of the Closing, the Debtors are authorized to transfer into the Funded Reserve Account at Closing out of Excluded Cash all accrued but unpaid Allowed Professional Fees as of the Closing included in the Approved Budget, and such Professional Persons are authorized to be paid from the Funded Reserve Account for such Allowed Professional Fees that are approved by orders entered by this Court authorizing the payment of such amounts; (b) the accrued and unpaid fees of Ordinary Course Professionals (as defined in the *Order Pursuant to Sections 105(a), 327, 328 and 330 of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Rule 2014-1 Authorizing the Debtors to Employ Professionals Used in the Ordinary Course of Business Effective as of the Petition Date* [Docket No. 176] (the "OCP Order")) as of the Closing and included in the Approved Budget shall be paid into the Funded Reserve Account at the Closing by the Debtors out of Excluded Cash and such Ordinary Course Professionals are authorized to be paid out of the Funded Reserve Account

for such permitted fees in accordance with the OCP Order; (c) accrued and unpaid U.S. Trustee fees as of the Closing shall be paid into the Funded Reserve Account at the Closing by the Debtors out of Excluded Cash and such U.S. Trustee fees are authorized to be paid out of the Funded Reserve Account; and (d) the Buyer shall pay, at Closing, into the Funded Reserve Account any amounts that are required to be paid to Guggenheim Securities, LLC ("Guggenheim Securities") on account of any Sale Transaction Fee under and as defined in that certain engagement letter between Guggenheim Securities and the Debtors, effective as of August 11, 2023, payable on account of the Sale, and Guggenheim Securities shall be paid such Sale Transaction Fee (in such amount as determined by order of this Court allowing such Sale Transaction Fee and, for the avoidance of doubt, taking into account any monthly crediting, if any) from the Funded Reserve Account within three (3) Business Days following entry of an order of this Court approving such Sale Transaction Fee.

48. Retention of Jurisdiction. This Court shall retain exclusive jurisdiction to (a) interpret, implement and enforce the terms and provisions of this Order and the Stalking Horse APA, including all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith; and (b) decide any issues or disputes concerning or related to this Order, the Stalking Horse APA or the rights and duties of the parties hereunder or thereunder, including the interpretation of the terms, conditions and provisions hereof and thereof, and the status, nature and extent of the Assets and the Assigned Contracts; *provided that* notwithstanding anything to the contrary contained in this Order, nothing herein alters or impacts any party-in-interest's rights with respect to which judicial forum is the appropriate judicial forum for a lawsuit or proceeding arising under the Prepetition 1L Documents (as defined in the Final DIP Order).

49. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

EXHIBIT 1

Stalking Horse APA

EXHIBIT 2

(Blackline)

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

In re

AN GLOBAL LLC, et al.,¹

Debtors.

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

Re: Docket No. 72, 111, 132 & 233

**ORDER (I) APPROVING THE SALE OF ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS
AND ENCUMBRANCES, (II) APPROVING THE ASSUMPTION
AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES IN CONNECTION THEREWITH AND (III) GRANTING RELATED RELIEF**

This matter coming before the Court on the *Debtors' Motion for Entry of: (I) an Order (A) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (B) Approving Certain Bidding Procedures, Bidding Protections, and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof,*

¹. The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number or registration number in the applicable jurisdiction, are: AN Global LLC (5504); AgileThought, Inc. (2509); 4th Source Holding Corp. (9629); 4th Source Mexico, LLC (7552); 4th Source, LLC (7626); AgileThought ~~BrasilConsultoria~~[Brasil-Consultoria](#) Em Tecnologia LTDA (01-42); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Costa Rica S.A. (6822); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AgileThought Servicios Administrativos, S.A. de C.V. (4AG1); AgileThought Servicios México S.A. de C.V. (8MY5); AgileThought, S.A.P.I. de C.V. (No Tax ID); AGS Alpama Global Services USA, LLC (0487); AN Data Intelligence, S.A. de C.V. (8I73); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); AN USA (5502); AN UX, S.A. de C.V. (7A42); Cuarto Origen, S. de R.L. de C.V. (0IQ9); Entrepids México, S.A. de C.V. (OCYA); Entrepids Technology Inc. (No Tax ID); Facultas Analytics, S.A.P.I. de C.V. (6G37); Faktos Inc., S.A.P.I. de C.V. (3LLA); IT Global Holding LLC (8776); QMX Investment Holdings USA, Inc. (9707); AgileThought Argentina, S.A. (No Tax ID); AGS Alpama Global Services México, S.A. de C.V. (No Tax ID); Tarnow Investment, S.L. (No Tax ID); and Anzen Soluciones, S.A. de C.V. (No Tax ID). The Debtors' headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.

(C) Authorizing the Debtors to Enter into the Stalking Horse APA, and (D) Granting Related Relief; and (II) an Order (A) Approving the Asset Purchase Agreement, (B) Authorizing the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, (C) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (D) Granting Related Relief [Docket No. 72] (the “Sale Motion”), filed by the debtors (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”); and the Court having previously entered (i) the Order (A) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (B) Approving Certain Bidding Procedures, Bidding Protections, and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (C) Authorizing the Debtors to Enter Into the Stalking Horse APA, and (D) Granting Related Relief [Docket No. 132] (the “Bid Procedures Order”); and (ii) Order Approving (I) the Debtors' Entry into the Stalking Horse APA, (II) Expense Reimbursement for Stalking Horse Bidder, and (III) Granting Related Relief [Docket No. 233] (the “Stalking Horse APA Order”); and AT Holdings Corp.² (the “Buyer”) having submitted the highest or best bid for the Assets, as reflected in that certain Stalking Horse APA, dated as of October 4, 2023, by and among the Buyer and the Debtors (as amended or otherwise modified from time to time, the “Stalking Horse APA”), a copy of which is attached hereto as **Exhibit 1**; and the Court having conducted a hearing to consider certain relief requested in the

² Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Sale Motion, the Bidding Procedures Order, or the Stalking Horse APA (as hereinafter defined), as applicable.

Sale Motion on ~~November 16, 2023~~ (the “Sale Hearing”), at which time all objecting and interested parties were offered an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered: (i) the Sale Motion; (ii) the Stalking Horse APA; (iii) the Bidding Procedures; (iv) the Bidding Procedures Order; (v) the record of the Bidding Procedures Hearing; (vi) the Stalking Horse APA Order; (vii) the record of the hearing on the approval of the Stalking Horse APA Order (the “Stalking Horse Hearing”); (viii) the *Declaration of Stephen Preefer, Managing Director at Guggenheim Securities, LLC, Proposed Investment Banker of the Debtors, in Support of the Debtors’ Motion to Obtain Postpetition Debtor-In-Possession Financing and the Debtors’ Bidding Procedures Motion* [Docket No. 111]; (ix) the *Declaration of James S. Feltman, Chief Restructuring Officer of the Debtors, in Support of First Day Relief* [Docket No. 13]; (x) all objections filed with the Court, including those at Docket Nos. ~~101, 102, and 425~~ (each, an “Objection” and, collectively with any informal objections received by the Debtors, including that received from the Committee, the “Objections”); and (xi) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and after due deliberation the Court having determined that the legal and factual bases set forth in the Sale Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Sale Motion is in the best interest 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:³

A. Jurisdiction and Venue. This Court has jurisdiction to consider the Sale Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. 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. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

C. Statutory Predicates. The statutory and other legal predicates for the relief sought in the Sale Motion and granted herein are sections 105, 363 and 365 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 4001, 6004, 6006, 9007 and 9014 of 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”).

D. Notice and Opportunity to Be Heard. As evidenced with the ~~certificate~~certificates of service filed with the Court [Docket Nos. ~~181~~181, 188, 240, 246, 427, 433, 435], the Debtors have provided proper, timely, adequate and sufficient notice of, and a fair and reasonable opportunity to object and be heard with respect to, the Sale Motion, the Bidding Procedures Order, the Stalking Horse APA Order, the Sale Hearing, the sale of the

³ The findings and conclusions of law set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) 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. The Court’s findings also shall include any oral findings of fact and conclusions of law made by the Court during the Sale Hearing.

Assets pursuant to the Stalking Horse APA (the “Sale”) free and clear of any Interests (as defined below) (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) within the meaning of section 363(f) of the Bankruptcy Code, the ~~{~~Notice of Designation of Successful Bidder and Cancellation of Auction and Designation of Stalking Horse APA as the Successful Bid~~}~~ [Docket No. ~~—~~432], the ~~{~~Debtors’ Motion for Entry of an Order Fixing Cure Amounts for Certain Contracts and Granting Related Relief ~~}~~ [Docket No. 105] (the “Cure Costs Motion”), the Debtors’ Supplemental Motion for Entry of an Order Fixing Cure Amounts for Certain Contracts and Granting Related Relief [Docket No. 414] (the “Supplemental Cure Costs Motion”), the Notice of Possible Assumption and Assignment With Respect to Executory Contracts and Unexpired Leases of the Debtors [Docket No. 419] (the “Assumption Notice”), and the assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to the Buyer at Closing pursuant to this Order and the terms of the Stalking Horse APA (collectively, the “Assigned Contracts”), in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, 6006, 9007 and 9014, Local Rules 2002-1, 6004-1 and 9006-1 and the Bidding Procedures Order, to all persons and entities entitled to such notice, including the Sale Notice Parties (as defined in the Bidding Procedures) and all other persons and entities as directed by the Court. Such notice was good, sufficient and appropriate under the circumstances, including but not limited to providing each counterparty a full and fair opportunity to object to the assumption and assignment of its Contract and its proposed Cure Costs; and no other or further notice of any of the foregoing is required. With respect to parties in interest whose identities could not be reasonably ascertained by the Debtors, the Sale Notice published in the national edition of

USA Today on September 29, 2023 [Docket No. [3197197](#)], was sufficient and reasonably calculated to provide notice to such parties under the circumstances. The Debtors published the Sale Motion, Bidding Procedures Order, the Bidding Procedures, the Stalking Horse APA Order, the Stalking Horse APA, the Sale Notice, the [Cure Costs Motion, the Supplemental Cure Costs Motion, the](#) Assumption Notice, and certain other documents relevant to the Sale on the Case Website.

E. Sound Business Purpose. The Debtors have demonstrated good, sufficient and sound business purposes and justifications for approval of the Sale Motion. The approval of and entry into the Sale, the Stalking Horse APA and any ancillary agreements thereto (i) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors' business judgment and a proper exercise of the fiduciary duties of the Debtors and their directors and officers; (ii) provide value and are beneficial to the Debtors' estates, and are in the best interests of the Debtors, their estates and their stakeholders; and (iii) are reasonable and appropriate under the circumstances. Business justifications for entry into the Sale and the Stalking Horse APA include, without limitation, the following: (i) the Stalking Horse APA constitutes the highest or best offer received for the Assets; (ii) the Stalking Horse APA presents the best opportunity to maximize the value of the Assets on a going-concern basis and to avoid decline and devaluation as a result of delay or liquidation; (iii) failure to consummate the Sale expeditiously, as provided under the Stalking Horse APA, could materially diminish creditor recoveries; and (iv) the immediate consummation of the Sale is necessary to maximize the value of the Debtors' estates.

F. Compliance with Bidding Procedures. The Debtors conducted an open and fair Sale Process. The Sale Process was non-collusive in all respects, and all interested parties

were provided a full, fair and reasonable opportunity to make an offer to purchase the Assets. The Debtors, the Buyer and their respective counsel and other advisors have complied with the Bidding Procedures, the Bidding Procedures Order and the Stalking Horse APA Order.

G. Highest or Best Value. The Debtors determined, in their reasonable business judgment, in a manner consistent with their fiduciary duties, that the Buyer's Qualified Bid, as documented in the Stalking Horse APA, was the highest or otherwise best Qualified Bid for the Assets. Consummating the Sale will yield greater value to the Debtors' estates than would have been provided by any other available alternative transaction.

H. Fair Consideration. The consideration the Buyer will pay under the Stalking Horse APA constitutes (i) fair and reasonable consideration for the Assets; and (ii) reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act and other laws of the United States, any state, territory, possession thereof or the District of Columbia.

I. Free and Clear Sale. The Debtors may sell the Assets free and clear of all Interests (as defined below) (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Any holders of Interests that objected to the Sale or the Sale Motion and that have an Interest in the Assets could be compelled in a legal or equitable proceeding to accept money in satisfaction of such Interest pursuant to section 363(f)(5) or fall within one or more of the other subsections of section 363(f) and, therefore, are adequately protected by having their Interests on the Assets attach solely to the proceeds of the Sale ultimately

attributable to the sale of the property on which such holders have an Interest, in the same order of priority, and with the same validity, force and effect that such Interests had prior to the consummation of the Sale, subject to any rights, claims or defenses of the Debtors and their estates. Any Interest holders that did not object, or that withdrew their objections, to the Sale Motion or the Sale, are deemed to have consented to the sale of the Assets free and clear of their respective Interests on the Assets pursuant to section 363(f)(2) of the Bankruptcy Code.

J. Buyer's Reliance on Free and Clear Sale. The Buyer would not have entered into the Stalking Horse APA and would not consummate the Sale or the other transactions contemplated thereby if the sale of the Assets were not free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), or if the Buyer would, or in the future could, be liable for any such Interests. A sale of the Assets other than one free and clear of all Interests would adversely impact the Debtors, their estates and their creditors, and would yield substantially less value for the Assets and the Debtors' estates, with less certainty than provided by the Sale. The total consideration to be provided under the Stalking Horse APA reflects the Buyer's reliance on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to, and possession of, the Assets free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), including, without limitation, any potential derivative, vicarious, transferee or successor liability Interests.

K. "Interests". As used in this Order, the term "Interest" includes, in each case to the extent against or with respect to any of the Debtors or in, on, or against or with respect to any of the Assets: Liens, claims (as defined in section 101(5) of the Bankruptcy Code), debts

(as defined in section 101(12) of the Bankruptcy Code), encumbrances, obligations, Liabilities, demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, rights, or interests of any kind or nature whatsoever, whether known or unknown, inchoate or not, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, (i) mortgages, deeds of trust, pledges, charges, security interests, hypothecations, encumbrances, easements, servitudes, leases, subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, rights of use or possession, subleases, leases, conditional sale arrangements, or any similar rights, (ii) all claims, including, without limitation, all rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual or tort rights and claims, and labor, employment, and pension claims; (iv) any rights that purport to give any party a right or option to effect any forfeiture,

modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Assets, or any similar rights; (v) any rights under labor or employment agreements; (vi) any rights under pension, multiemployer plan (as such term is defined in section 3(37) or section 4001(a)(3) of the Employment Retirement Income Security Act of 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (vii) any other employee, worker's compensation, occupation disease, or unemployment or temporary disability claims, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, each as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§ 2101, et seq.) or any state or other laws of similar effect; (viii) any bulk sales or similar law; (ix) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the assets or businesses of the Debtors prior to the Closing; (x) any

unexpired and executory or non-executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract; (xi) any other Excluded Liabilities under the Stalking Horse APA; and (xii) Interests arising under or in connection with any acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors, Affiliates, or Subsidiaries, including, but not limited to, Interests arising under any doctrines of successor, transferee, or vicarious liability, violation of the Securities Act, the Exchange Act, or other applicable securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable Law or otherwise.

L. No Successor or Other Derivative Liability. By consummating the Sale pursuant to the Stalking Horse APA, the Buyer is not a mere continuation of any of the Debtors or any enterprise(s) of the Debtors, and there is no common identity between the Buyer and any Debtor. The Buyer is not holding itself out as a continuation of any Debtor. The Buyer is not a successor to any Debtor or any Debtor's estate by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors or any of the Debtors' estates. Neither the Buyer nor any of its affiliates or their respective successors, assigns, managed funds or accounts, members, managers, representatives, limited or general partners, principals, officers, agents, directors or direct or indirect equity holders, investors, or owners (or the equivalent thereof) (collectively, the "Buyer Related Persons") shall assume or in any way be responsible for any obligation or Liability of any Debtor (or any affiliate or predecessor of any Debtor) or any Debtor's estate, except as expressly provided in the Stalking Horse APA. The sale and transfer of the Assets to the Buyer, including the assumption by the Debtors and assignment, transfer and/or sale to the Buyer of any of the Assigned Contracts, will not subject the Buyer and the Buyer Related

Persons to any Liability with respect to the operation of the Debtors' (or Debtors' predecessors') businesses prior to the Closing or by reason of such transfer. Without limiting the generality of the foregoing, and except as otherwise provided in the Stalking Horse APA, the parties intend and the Court hereby finds that the Buyer Related Persons shall not be liable for any Lien or Liability (other than Assumed Liabilities and Permitted Liens) against any Debtor, or any of its predecessors or affiliates, and the Buyer Related Persons shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Acquired Assets or any Liabilities of any Debtor arising or attributable to periods prior to the Closing Date. The Buyer would not have acquired the Acquired Assets but for the foregoing protections against potential claims based upon "successor liability," *de facto* merger, or theories of similar effect.

M. Good Faith. The Debtors, the Buyer and their respective counsel and other advisors have negotiated and entered into the Stalking Horse APA and each of the transactions contemplated thereby in good faith, without collusion and from arm's-length bargaining positions. The Buyer is a good-faith purchaser, and is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code, and, as such, is entitled to all of the protections afforded thereby. The Debtors were free to deal with any other party interested in acquiring all or some of the Assets. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the Sale, the Stalking Horse APA or any of the transactions contemplated thereby to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code, or that would prevent the application of sections 363(m) of the Bankruptcy Code. The Buyer has not violated section 363(n) of the Bankruptcy Code by any

action or inaction. The Buyer has not acted in a collusive manner with any person or entity. All payments to be made by the Buyer and all agreements entered into by the Buyer and the Debtors under the Stalking Horse APA in connection with the Sale have been disclosed and are appropriate. The Stalking Horse APA was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying or defrauding creditors under laws of the United States, any state, territory, possession thereof or the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer have entered into the Stalking Horse APA or are consummating the Sale with any fraudulent or otherwise improper purpose.

N. No Collusion. The Stalking Horse APA was not controlled by an agreement between potential bidders within the meaning of section 363(n) of the Bankruptcy Code. The Debtors and the Buyer have not engaged in any conduct that would cause or permit the Stalking Horse APA or the consummation of the Sale to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. Neither the Debtors nor the Buyer has entered into the Stalking Horse APA or is consummating the Sale with any fraudulent or otherwise improper purpose.

O. Insider Status. The Buyer is not an “insider” of any Debtor, as that term is defined in section 101(31) of the Bankruptcy Code.

P. Assumption and Assignment of Assigned Contracts. The assumption and assignment of the Assigned Contracts are an integral part of the Sale, are in the best interests of the Debtors and their estates and represent the valid and reasonable exercise of the Debtors’ sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts (i) are necessary to sell the Assets to the Buyer as contemplated by the Stalking Horse APA, (ii) allow the Debtors to sell the Assets to the Buyer as a going concern, (iii) limit

the losses suffered by counterparties to the Assigned Contracts and (iv) maximize the recoveries of other creditors of the Debtors by eliminating claims against the Debtors' estates that would arise from the Debtors' rejection of the Assigned Contracts. Any counterparty to any Assigned Contract that has not actually filed with the Court and served on the Objection Notice Parties (as defined in the Bidding Procedures Order) an objection to the Debtors' assumption and assignment of such Assigned Contract, or to the applicable Cure Costs, as of the date specified in the Bidding Procedures Order or Cure Cost Order, as applicable (as such date may have been modified or extended in accordance with the terms of the Bidding Procedures Order and Cure Cost Order, as applicable) is deemed to have consented to the assumption and assignment of the Assigned Contract, and to the applicable Cure Costs.

Q. Compliance with Section 365 of the Bankruptcy Code. The Debtors have met all requirements of section 365(b) of the Bankruptcy Code with respect to the assumption and assignment of each of the Assigned Contracts. The Debtors have provided adequate assurance (within the meaning of section 365(b)(1) of the Bankruptcy Code) of cure of any default existing under any of the Assigned Contracts on or before the Closing Date. The Buyer has demonstrated adequate assurance of future performance of and under the Assigned Contracts within the meaning of sections 365(b) and 365(f)(2) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Buyer, notwithstanding any provision in the Assigned Contracts or other restrictions prohibiting their assignment or transfer.

R. Modifications to Assigned Contracts. Pursuant to section 2.5(b) of the Stalking Horse APA, the Buyer may modify the list of the Assigned Contracts after the date of this

Order. Such modification rights include, but are not limited to, the right of the Buyer to designate a Contract for assumption by the Debtors and assignment to the Buyer, as well as for exclusion from the Sale as an Excluded Contract. The Buyer would not have agreed to the Sale without such modification rights. The notice and opportunity to object provided to counterparties to such Assigned Contracts and to other parties in interest, as set forth in the Bidding Procedures Order, the Cure Costs Order, and in this Order, fairly and reasonably protect any rights that such counterparties and other parties in interest may have with respect to such Assigned Contracts.

S. Property of the Estates. The Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

T. Validity of the Sale. The consummation of the Sale is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(k), 363(m), 365(b) and 365(f) and all of the applicable requirements of such sections have been complied with in all respects in connection with the Sale. As of the Closing, the sale and assignment of the Assets and the Assigned Contracts to the Buyer will be a legal, valid and effective transfer of the Assets and the Assigned Contracts, and will vest the Buyer with all right, title and interest of the Debtors in and to the Assets and the Assigned Contracts free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order). The Debtors have full corporate or other applicable authority to execute the Stalking Horse APA and all other documents contemplated thereby, and the Sale has been duly and validly authorized by all necessary corporate action of the Debtors. Upon entry of this Order, other than any consents identified in the Stalking Horse APA, no consent or approval from any

other person, entity or legal authority is required to consummate the Sale.

U. As set forth in paragraph ~~{4(b)}~~ of the ~~{Final}~~ DIP Order⁴ and subject to the terms therein, the Debtors have stipulated, among other things to the Prepetition 1L Secured Parties' (as defined in the Final DIP ~~order~~Order) valid, binding, perfected and enforceable, first priority liens over the Prepetition Collateral (as defined in the Final DIP Order) that secure the Prepetition 1L Obligations (as defined in the Final DIP Order). Pursuant to paragraph ~~{28}~~ of the Final DIP Order, such stipulations are binding on all parties in interest.

V. Pursuant to paragraph 30 of the Final DIP Order, the Court previously ordered that each of the Prepetition 1L Agent (subject to paragraphs ~~{27}~~ and ~~{28}~~ of the Final DIP Order) and the DIP Agent have the unqualified right to credit bid the full amount of the Prepetition 1L Obligations and the DIP Obligations (each as defined in the Final DIP Order), respectively.

W. No Sub Rosa Plan. Neither the Sale nor the Stalking Horse APA impermissibly restructures the rights of any of the Debtors' creditors or impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. Neither the Sale nor the Stalking Horse APA constitutes a *sub rosa* or *de facto* plan of reorganization or liquidation.

X. No Stay of Order. Time is of the essence to implement the Stalking Horse APA and consummate the Sale. The Sale must be approved and consummated promptly in order to preserve the value of the Assets and to maximize the value to the Debtors, their estates, their creditors and all other parties in interest and to ensure the Debtors' compliance with their

⁴ The term "Final DIP Order" shall mean the Final Order (I) Authorizing the Debtors To (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Senior Secured Priming Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition 1L Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief, as entered by the Bankruptcy Court.

obligations under their post-petition financing agreements. The Debtors have demonstrated compelling circumstances and sound business justifications for the immediate approval and consummation of the Sale as contemplated by the Stalking Horse APA. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d), 7062 or any applicable provisions of the Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry.

Y. Single, Integrated Transaction. Entry of this Order approving the Stalking Horse APA and all provisions of this Order and the Stalking Horse APA are a necessary condition precedent to the Buyer consummating the Sale. The provisions of this Order and the Stalking Horse APA and the transactions contemplated hereby and thereby are inextricably linked and technically and collectively constitute a single, integrated transaction.

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

1. Sale Motion Granted. The Sale Motion and the relief requested therein (to the extent not previously granted by the Court pursuant to the Bidding Procedures Order, the Stalking Horse APA Order, or otherwise) are GRANTED and approved as set forth herein.

2. Objections Overruled. Any Objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived or settled and all reservations of rights included in such Objections are hereby OVERRULED on the merits with prejudice or resolved as set forth herein.

3. Sale Approved. The Stalking Horse APA and all transactions contemplated thereby, including the Sale, are APPROVED.

4. Prior Findings of Fact and Conclusions of Law. The Court's findings of fact and

conclusions of law in the Bidding Procedures Order and the Stalking Horse APA Order, including the record of the Bidding Procedures Hearing, the Stalking Horse Hearing, and the findings of fact recited above are incorporated herein by reference.

5. Entitled to Credit Bid. The Prepetition 1L Agent and the DIP Agent, or their assignees or designees, including AT Holdings Corp., shall be entitled to credit bid all or any portion of each of the DIP Obligations and Prepetition 1L Obligations without further challenge from any other party in interest, it being found that (i) all of the Prepetition 1L Obligations and DIP Obligations that constitute the Credit Bid Amount are legal, valid and binding obligations of the Debtors, (ii) the liens securing the Prepetition 1L Obligations are not subject to any Claims and Defenses (as defined in the Final DIP Order) and any such Claims and Defenses by any party in interest shall be deemed forever waived, barred and released, and (iii) the Challenge Period (as defined in the Final DIP Order) terminated as of ~~November 13, 2023~~, and no party shall be permitted to assert any Claims and Defenses and all such Claims and Defenses shall be deemed forever waived, barred and released. Notwithstanding anything to the contrary herein: (i) other than the Credit Bid Amount, nothing in this Order shall impair, release, modify, discharge or otherwise affect any of the outstanding Prepetition 1L Obligations, the DIP Obligations or the adequate protections obligations set forth in the Final DIP Order; and (ii) the occurrence of the Closing Date will constitute the consummation of a sale of all or substantially all of the assets of the Debtors pursuant to Section 363(b) of the Bankruptcy Code.

6. Debtors' Performance Authorized. The Debtors are hereby authorized to enter into and perform their obligations under the Stalking Horse APA, and to take such other actions as may be necessary or desirable to effectuate the terms of the Stalking Horse APA, including

providing transition services, if needed, and other instruments or documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Stalking Horse APA, the Sale, or this Order, including, without limitation, deeds, assignments, stock powers, transfers of membership interests and any other instruments of transfer, without further order of the Court. The Debtors are hereby further authorized to take all other actions as may reasonably be requested by the Buyer or otherwise for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to the Buyer's possession any or all of the Assets and the Assigned Contracts, as may be necessary or appropriate for the Debtors to perform their obligations under the Stalking Horse APA and consummate the Sale, including, without limitation, providing transition services, without further order of the Court.

7. The Debtors are hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents with respect to the Assets that are necessary or appropriate to effectuate the Stalking Horse APA, the Sale, or this Order, including, as applicable, amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate.

8. Valid Transfer and Assignment. Effective as of the Closing Date, the sale and assignment of the Assigned Contracts and the Assets, including all rights, title and interest of the Debtors and the Debtors' estates in and to all claims and causes of action arising under sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551, 553(b), or 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state-law

equivalents or the proceeds of such claims, causes of action or avoidance actions (collectively, the “Avoidance Actions”) and any and all rights to commence and prosecute such actions (collectively with the Avoidance Actions, the “Avoidance Action Assets”), by the Debtors to the Buyer shall constitute a legal, valid and effective transfer and assignment of the Assigned Contracts and the Assets, including the Avoidance Action Assets, notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title and interest of the Debtors and their respective estates in and to the Assigned Contracts and the Assets, including the Avoidance Action Assets, free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), pursuant to section 363(f) of the Bankruptcy Code.

9. Free and Clear Sale. Except to the extent specifically provided in the Stalking Horse APA, upon the Closing Date, the Debtors shall be, and hereby are, authorized and empowered, pursuant to sections 105, 363(b), 363(f) and 363(k) of the Bankruptcy Code, to sell and transfer to the Buyer the Assets. The sale and transfer of the Assets to the Buyer shall vest the Buyer with all right, title and interest of the Debtor in and to the Assets free and clear of any and all Interests of any person or entity (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order), with all such Interests to attach to the net proceeds of the Sale ultimately attributable to the sale of the property on which such holders have an Interest, in the same order of priority, and with the same validity, force and effect that such Interests had prior to the consummation of the Sale, subject to any rights, claims or defenses of the Debtors or their estates. Following the Closing, no holder of any Interest on any of the Assets shall interfere with the Buyer’s use or enjoyment of any of the Assets based on or related to such Interest or any actions that the Debtors have

taken or may take in their Chapter 11 Cases and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale.

10. The provisions of this Order authorizing the sale and transfer of the Assets free and clear of Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate or implement the provisions of this Order. For the avoidance of doubt, on or after the Closing Date, the Debtors and the Buyer shall be authorized, but not directed, to file any such releases, termination statements, assignments, consents or other instruments in any jurisdiction to record the release, discharge and termination of Interests on the Assets pursuant to the terms of this Order.

11. Direction to Creditors. This Order shall be (a) effective as a determination that, as of the Closing Date, all Interests on the Assets (except as otherwise expressly assumed under, or expressly permitted by, the Stalking Horse APA) shall be unconditionally released, discharged and terminated as to the Buyer and the Assets; and (b) binding upon all persons and entities, including all the Debtors' creditors and any holder of an Interest on any of the Assets, and all such persons and entities are hereby authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release their respective Interests on the Assets, if any. If any person or entity that has filed a financing statement, mortgage, mechanics lien, *lis pendens* or other document, instrument, notice or agreement evidencing any Interest on the Assets has not delivered to the Debtors on or before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or

instruments of satisfaction that the person or entity has with respect to the Assets, the Debtors and the Buyer are authorized to (x) request that the applicable person or entity execute and file such termination statements, releases, instruments of satisfaction or other documents with respect to the Assets, and, to the extent such person or entity fails to do so, execute and file such termination statements, releases, instruments of satisfaction or other documents with respect to the Assets on behalf of the applicable person or entity, and (y) file, register or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests on the Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal or foreign government agency, department or office.

12. Direction to Recording Officers. All filing agents or officers, title agents or companies, recorders of mortgages or deeds, registrars, administrative agencies, governmental units or departments, secretaries of state, governmental officials and all other persons or entities that may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments regarding the Assets or who may be required to report or insure any title or state of title in or to the Assets, (collectively, the "Recording Officers") are hereby authorized to (a) accept any and all documents or instruments necessary and appropriate to consummate the Sale or to record and reflect that the Buyer is the owner of the Assets free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) and (b) strike all recorded Interests on the Assets from their records.

13. Direction to Surrender the Assets. All persons or entities in possession or control of any of the Assets, either presently or on or before the Closing Date, are directed to surrender possession or control of the Assets to the Buyer on the Closing Date.

14. No Successor Liability. The Buyer Related Persons are not and shall not be (a) deemed a “successor” in any respect to any of the Debtors or any of their estates as a result of the consummation of the Sale or any other event occurring in the Debtors’ Chapter 11 Cases under any theory of law or equity; (b) deemed to have, *de facto* or otherwise, merged or consolidated with or into any of the Debtors or any of their estates; (c) deemed to be an alter ego of or have a common identity with any of the Debtors; (d) deemed to have a continuity of enterprise with any of the Debtors; (e) be liable for any acts or omissions of the Debtors in connection with the conduct of the Business, or arising under or related to the Acquired Assets, except as expressly provided in the Stalking Horse APA; or (f) deemed to be a continuation or substantial continuation of any of the Debtors or any enterprise of any of the Debtors, including (with respect to clause (a) through (f) of this paragraph) within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, products liability or other law, doctrine rule or regulation (including any filing requirements under any such laws, rules or regulations) with respect to the Debtors’ liability under such law, doctrine, rule or regulation.

15. Except as expressly provided in the Stalking Horse APA or this Order with respect to the Assumed Liabilities, the Buyer and the Buyer Related Persons shall not assume, nor be deemed to have assumed or in any way be responsible for any Liability or obligation (of any kind, character, or description, whether known or unknown, asserted or unasserted, matured or unmatured, liquidated or unliquidated, disputed or undisputed, accrued or unaccrued, due or

to become due, fixed, absolute, contingent or otherwise) of any of the Debtors or any of their estates arising or attributable to periods prior to the Closing Date including, but not limited to, any Excluded Liabilities, any bulk sales law Liability, successor or vicarious Liability, Liability or responsibility for any claim against any of the Debtors or against any related person or affiliate of the Debtors (including predecessors), or any similar Liability or obligation. The Sale Motion, Sale Notice and Notice of Successful Bidder contain sufficient notice of such limitation in accordance with applicable law. Except for the Buyer's assumption of the Assumed Liabilities pursuant to the Stalking Horse APA and this Order and claims brought by the Debtors to enforce the express terms of the Stalking Horse APA and this Order, the transfer of the Assets and the Assigned Contracts to the Buyer under the Stalking Horse APA will not result in (a) any Buyer Related Person having any Liability or obligation for any claim made against any of the Debtors (or their respective affiliates, together with their respective predecessors, successors, assigns, members, partners, officers, directors, principals or direct or indirect equity holders), including without limitation in respect of the Excluded Liabilities, nor in any such liability or obligation attaching to the Assets; (b) any Buyer Related Person having any Liability or obligation with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff, recoupment or otherwise, directly or indirectly, any Interests or Excluded Liabilities, nor in any such liability or obligation attaching to the Assets; or (c) any Buyer Related Person having any liability or obligation to any of the Debtors.

16. Except with respect to Assumed Liabilities, effective upon the Closing Date, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against any Buyer Related Person or their assets (including the

Assets) with respect to any (a) Interest in the Assets or (b) successor, transferee, vicarious or other similar liability or theory of liability, including (i) commencing or continuing any action or other proceeding pending or threatened, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Order or other orders of the Court or the agreements or actions contemplated or taken in respect hereof or thereof; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Interest; (iv) asserting any setoff, right of subrogation or recoupment of any kind; or (v) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Assets or conduct any of the businesses operated with the Assets.

17. Sale Proceeds; Payment of Certain Indebtedness. On the Closing Date, the Debtors shall pay all of the accrued but unpaid reasonable and documented fees and expenses incurred by the DIP Parties or the Prepetition 1L Secured Parties as provided in the Final DIP Order and subject to the procedures in the Final DIP Order. Nothing in this Order shall limit the rights of the Prepetition 1L Secured Parties or the DIP Parties under the Final DIP Order.

18. Assumption and Assignment of Assigned Contracts. Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing of the Sale, the Debtors' assumption and assignment of the Assigned Contracts to the Buyer free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the Stalking Horse APA or this Order) pursuant to the terms of the Stalking Horse APA, as modified by the terms of any amendments reached by the Buyer and the respective counterparty, is hereby approved, and the requirements of sections 365(b) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Upon

the Debtors' assumption and assignment of the Assigned Contracts to the Buyer, each applicable counterparty shall be forever barred, estopped and permanently enjoined from raising or asserting against the Debtors, the Buyer or their respective property, any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, known or unknown, liquidated or unliquidated senior or subordinate), counterclaim, defense, setoff or any other matter arising under or out of, in connection with or in any way related to, the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing. Upon the Debtors' assumption and assignment of the Assigned Contracts to the Buyer, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtors in and to the Assigned Contracts and the Assigned Contracts shall be deemed to be valid and binding and in full force and effect and enforceable in accordance with their terms. The Debtors' assumption and assignment of the Assigned Contracts to the Buyer shall not constitute a default under or a termination of any Contract.

19. Cure Obligations. Any defaults or other obligations under the Assigned Contracts shall be deemed cured by the Buyer's payment or other satisfaction of the cure amounts, if any, associated with the Assigned Contracts (the "Cure Costs").

20. Cure Objections. Except as provided herein, all objections to the Debtors' calculation of Cure Costs with respect to any of the Assigned Contracts (each such objection, a "Cure Objection") have been overruled, withdrawn, waived, settled or otherwise resolved. Any Cure Objections as to applicable Cure Costs that have not been resolved by the parties may be heard at a later date as set by the Court. The pendency of a dispute relating to a particular

Contract shall not prevent or delay the assumption or assignment of any other Contract or the closing of the Sale.

21. Adequate Assurance. The Buyer has provided adequate assurance of future performance under the Assigned Contracts within the meaning of sections 365(b) and 365(f)(2)(B) of the Bankruptcy Code. Any Adequate Assurance Objections that have not been withdrawn, waived or settled and all reservations of rights included in such objections are hereby overruled on the merits with prejudice. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the Debtors' assumption and assignment of the Assigned Contracts to the Buyer have been satisfied.

22. Anti-Assignment Provisions Unenforceable. No section or provision of any Assigned Contract that purports to (a) prohibit, restrict or condition the assignment of an Assigned Contract, including, but not limited to, the conditioning of such assignment on the consent of any counterparty to such Assigned Contract; (b) authorize the termination, cancellation or modification of an Assigned Contract based on the filing of a bankruptcy case, the financial condition of the Debtors or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the Debtors; or (d) provide for additional payments, profit sharing, penalties, conditions, renewals, extensions, charges or other financial accommodations in favor of the counterparty to an Assigned Contract, or modification of any term or condition upon the assignment of a contract or the occurrence of the conditions set forth in subsection (b) above, shall have any force or effect, and any such section or provision constitutes an unenforceable anti-assignment provision under section 365(f) or 365(l), as applicable, of the Bankruptcy Code or is otherwise unenforceable under section 365(e) of the Bankruptcy Code.

23. No Fees for Assumption and Assignment. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Buyer, its successors or assigns, or the Debtors as a result of the assumption and assignment of the Assigned Contracts.

24. Direction to Contract Counterparties. All counterparties to Assigned Contracts assigned to the Buyer in accordance with the terms of this Order and the Stalking Horse APA shall cooperate with, and expeditiously execute and deliver upon, any reasonable request of the Buyer, and shall not charge the Buyer for any instruments, applications, consents or other documents that may be required or requested by any governmental unit or other public or quasi-public authority or other party to effectuate the applicable transfers in connection with the Debtors' assumption and assignment of the Assigned Contracts to the Buyer.

25. Modification of Assigned Contracts List. The rights of the Buyer to modify the list of Assigned Contracts after the date of this Order as set forth in the Stalking Horse APA or herein is approved. By written notice to the Debtors, the Buyer may, in its sole and absolute discretion, amend or revise Schedule 2.1(c) at any time prior to the Closing Date in accordance with the Stalking Horse APA to: (i) designate an Executory Contract as an Excluded Contract, and upon such designation such Executory Contract will constitute an Excluded Asset, and (ii) designate an Executory Contract as an Assigned Contract and upon such designation such Executory Contract will constitute an Acquired Asset and will be conveyed to Buyer effective as of at Closing without further order of the Court. In the event an Executory Contract is subject to a cure dispute or other dispute as to the assumption or assignment of such Executory Contract that has not been resolved to the mutual satisfaction of Buyer and Sellers prior to the Designation Deadline, then the Designation Deadline shall be extended (but only with respect to such Executory Contract and only while Buyer pays the ordinary course costs and expenses

arising in connection with such Executory 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 Debtors, (B) sixty (60) days following the Closing Date, and (C) the date on which such Executory Contract is either no longer permitted to be assumed or assigned or deemed rejected pursuant to 11 U.S.C. § 365(d)(2) or (4), or (D) the date set forth in this Sale Order (the “Extended Contract Period”). If such Executory Contract is not expressly assumed by Buyer in writing by the end of such Extended Contract Period, such Executory Contract shall be automatically deemed an Excluded Contract

26. Within two (2) business days of the Closing, the Debtors shall file a notice of the Closing, attaching the list of the Assigned Contracts assumed and assigned to the Buyer effective as of the Closing Date (the “Final Assumption Notice”).

27. If it is discovered that a Contract should have been listed on Schedule 2.1(c) but was omitted therefrom (an “Omitted Contract”), the Debtors shall, promptly following discovery thereof (but in no event later than three (3) Business Days after such discovery), (x) notify Buyer in writing of such Omitted Contract and the corresponding estimated Cure Costs related thereto (if any) and (y) if requested by the Buyer in writing (email to suffice), either file a supplemental contract assumption notice as set forth in the Bidding Procedures Order or file a motion with the Court on notice to the counterparties to such Omitted Contract seeking entry of an Order fixing the Cure Costs and approving the assumption and assignment of such Omitted Contract in accordance with Section 2.5 of the Stalking Horse APA (provided that no Omitted Contract shall be assumed by and assigned to Buyer unless such Omitted Contract shall be accepted at such time in writing (email to suffice) by Buyer as an Assigned Contract). With respect to each Assigned Contract, Buyer shall provide adequate assurance of

the future performance of such Assigned Contract to the applicable counterparty to such Assigned Contract.

28. Licenses and Permits. To the extent provided in the Stalking Horse APA and available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration and any other governmental authorization or approval of the Debtors with respect to the Assets and the Assigned Contracts, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date. To the extent any license or permit necessary for the operation of the Assets is determined not to be an executory contract that may be assumed and assigned under section 365 of the Bankruptcy Code, the Buyer shall apply for and obtain any necessary license or permit promptly after the Closing Date, and such license or permit of the Debtors shall remain in place for the Buyer's benefit until a new license or permit is obtained (or, in the case of licenses or permits of Debtors of which the assignment to Buyer is pending as of the Closing Date (whether pursuant to a notice period that has not expired as of the Closing Date or a required consent from an applicable governmental authority that has not been received as of the Closing Date), shall transfer to Buyer upon the expiration of such notice period or the receipt of such consent).

29. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Assets sold, transferred or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale.

30. Good-Faith Purchaser. The Buyer is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all of the protections afforded thereby.

31. Section 363(n) of the Bankruptcy Code. The Sale approved by this Sale Order is not subject to avoidance or any recovery of damages pursuant to section 363(n) of the Bankruptcy Code.

32. No Avoidance. Neither the Sale nor the Stalking Horse APA is subject to avoidance, and no party is entitled to any damages or other recovery in connection therewith under section 363(n) of the Bankruptcy Code.

33. Bulk Sales. No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction shall apply in any way to the Sale.

34. Amendments. The Stalking Horse APA and any related agreements may be amended, supplemented or otherwise modified by the parties thereto and in accordance with the terms thereof, without further action or order of the Court; *provided, that*, any such amendment, supplement or modification shall not have a material adverse effect on the Debtors' estates.

35. Binding Order. This Order and the Stalking Horse APA shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Buyer, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a chapter 7 case of any of the Debtors if any of these Chapter 11 Cases is converted from a case under chapter 11 to a case under chapter 7, all creditors of any and all of the Debtors (whether known or unknown), all counterparties to any Assigned Contracts and all Recording Officers. Neither the Sale nor the Stalking Horse APA shall be subject to rejection or avoidance under any

circumstances. This Order and the Stalking Horse APA shall inure to the benefit of the Debtors, their estates, their creditors, the Buyer and its respective successors and assigns.

36. Allocation of Consideration. Except as provided in the Stalking Horse APA or this Order, all rights of the respective Debtors' estates with respect to the allocation of consideration received from the Buyer in connection with the Sale (including, without limitation, the value of the assumption of the Assumed Liabilities) are expressly reserved for later determination by the Court and, to the extent consideration is received by any Debtor that is determined to be allocable to another Debtor, the recipient Debtor shall be liable to such other Debtor for a claim with the status of an expense of administration in the case of the recipient Debtor under section 503(b) of the Bankruptcy Code.

37. Resolution of Committee Objections. Notwithstanding anything to the contrary herein or in the Stalking Horse APA, the Assumed Liabilities under the Stalking Horse APA shall be no less than the sum of \$3,000,000.00 less (a) any amounts paid by the Debtors on account of prepetition obligations pursuant to the Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Domestic Critical Vendors, (B) Lienholders, and (C) Foreign Vendors; (II) Authorizing Banks to Honor and Process Related Checks and Electronic Transfers; and (III) Granting Related Relief [Docket No. 177], and (b) any amounts paid by the Debtors on account of prepetition obligations pursuant to the Final Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes in the Ordinary Course of Business and (II) Authorizing Banks and Financial Institutions to Honor and Process Checks and Transfers Related Thereto [Docket No. 173].

38. Resolution of the Cigna Objection. Notwithstanding anything to the contrary in this Sale Order, or any Notice related thereto, the Cigna Contracts (as defined in the Objection of

Cigna to Debtors' Motion for Entry of an Order Fixing Cure Amounts for Certain Contracts and Granting Related Relief [Docket No. 138] (the "Cigna Objection") shall be assumed and assigned to the Buyer as of the Closing Date, and, in lieu of cure, all obligations due and unpaid under the Employee Benefits Agreements accruing prior to the Closing Date shall pass through and survive assumption and assignment, and nothing in this Sale Order or section 365 of the Bankruptcy Code shall affect such obligations. This resolves the Cigna Objection.

39. Resolution of the Chubb Companies' Objection. Notwithstanding anything to the contrary in the Motion, the Stalking Horse APA, the Bidding Procedures, the Bidding Procedures Order, any Cure Amounts notice, motion or order, or assumption notice, any lists of executory contracts to be assumed and assigned, this Sale Order, or any documents relating to any of the foregoing: (a) nothing shall permit or otherwise effect a sale, an assignment or any other transfer at this time of (i) any insurance policies that have been issued by ACE American Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Vigilant Insurance Company, or any of their U.S.-based affiliates and predecessors (collectively, the "Chubb Companies") to or that provide coverage to any of the Debtors (or their predecessors) and all agreements, documents or instruments relating thereto (collectively the "Chubb Insurance Contracts"),⁵ or (ii) any rights, proceeds, benefits, claims, rights to payments or recoveries under such Chubb Insurance Contracts, unless and until the Debtors, the Buyer and the Chubb Companies enter into the an assumption agreement (the "Chubb Assumption Agreement"), with the rights of the parties fully preserved pending entry into the Chubb Assumption Agreement; (b) subject to the execution of the Chubb Assumption Agreement by all

⁵ The Chubb Insurance Contracts shall exclude all directors' and officers' liability insurance policies issued to any of the Debtors for any policy period (the "Retained Policies").

parties and the occurrence of the Effective Date thereunder (as defined in the Chubb Assumption Agreement), (i) the Debtors are authorized to and shall assume, pursuant to 11 U.S.C. §§ 105 and 365, and assign the Chubb Insurance Contracts to the Buyer as an Acquired Asset (as defined by the Stalking Horse APA), and (ii) effective upon the assignment of Chubb Insurance Contracts, and in accordance with the terms of the Chubb Assumption Agreement, *inter alia*, (1) the Buyer shall assume and shall be liable for any and all now existing or hereinafter arising obligations, liabilities, terms, provisions and covenants of any of the Debtors under the Chubb Insurance Contracts; (2) the Retained Policies shall constitute Excluded Assets; and (3) the Debtors shall remain jointly and severally liable for (and Buyer shall have no liability or obligation for) any and all now existing or hereafter arising obligations, liabilities, terms, provisions and covenants of any of the Debtors under the Retained Policies, regardless of when such obligations arise, and without the need or requirement for the Chubb Companies to file a proof of claim, administrative claim or objection to any cure amount; (c) the Debtors are authorized to enter into the Chubb Assumption Agreement and grant a release to the Chubb Companies in relation to the Chubb Insurance Contracts; (d) the terms and conditions of the Chubb Assumption Agreement shall govern the terms and conditions under which the assumption and assignment of the Chubb Insurance Contracts or any rights, proceeds, benefits, claims, rights to payments and/or recoveries thereunder shall be sold, assigned or otherwise transferred under this Order; (e) except to the extent specifically addressed in this paragraph or in the Chubb Assumption Agreement (upon the occurrence of the Effective Date (as defined therein) in accordance with its terms), nothing shall alter, modify or otherwise amend the terms or conditions of the Chubb Insurance Contracts; and (f) for the avoidance of doubt, prior to the Buyer's entry into the Chubb Assumption Agreement, the Buyer is not, and shall not be deemed to be, an insured under any of

the Chubb Insurance Contracts; provided, however, that to the extent any claim with respect to the Acquired Assets arises that is covered by the Chubb Insurance Contracts, the Debtors may pursue such claim in accordance with the terms of the Chubb Insurance Contracts, and, if applicable, turn over to the Buyer any such insurance proceeds (each, a “Proceed Turnover”), provided, further, however, that the Chubb Companies shall not have any duty to effectuate a Proceed Turnover or liability related to a Proceed Turnover.

40. For the avoidance of doubt, nothing shall obligate any of the Chubb Companies, the Debtors or the Buyer to enter into the Chubb Assumption Agreement and, further, in the event the Chubb Assumption Agreement is not executed by the Closing Date (as defined in the Stalking Horse APA), none of the Chubb Insurance Contracts or any rights, proceeds, benefits, claims, rights to payments and/or recoveries thereunder shall be sold, assigned or otherwise transferred under this Order.

41. Resolution of Oracle’s Objection. Notwithstanding anything to the contrary in this Order or the Stalking Horse APA, no contract between the Debtors and Oracle America, Inc., successor to NetSuite Inc., (“Oracle”) will be assumed and/or assigned without (1) Oracle’s prior written consent; (2) cure of any default under such contract; (3) the provision to Oracle of satisfactory adequate assurance of future performance by the assignee; and (4) execution by the Debtors or its successor and the assignee of mutually agreeable assignment documentation in a final form to be negotiated after entry of this Order. In addition, no provision of this Order or the Transition Services Agreement shall authorize (1) the transfer of any Oracle license agreement to any third party; or (2) use of any Oracle license agreement that is inconsistent with the relevant license grant including, but not limited to, exceeding the number of authorized users, shared use or license splitting, absent Oracle’s express prior written consent.

42. ~~37.~~ Failure to Specify Provisions; Conflicts. The failure specifically to include or mention any particular provision of the Stalking Horse APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Buyer that the Stalking Horse APA be authorized and approved in its entirety, including any amendments thereto as may be made by the parties thereto in accordance with the terms thereof and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

43. ~~38.~~ Further Assurances. From time to time, as and when requested, all parties to the Sale shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to consummate the Sale, including such actions as may be necessary to vest, perfect, confirm, record or otherwise in the Buyer its right, title and interest in and to the Assets and the Assigned Contracts.

44. ~~39.~~ Automatic Stay. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to the extent necessary, without further order of the Court, to allow the Buyer to deliver any notice provided for in the Stalking Horse APA and to take any and all actions permitted or required under the Stalking Horse APA in accordance with the terms and conditions thereof.

45. ~~40.~~ No Stay of Order. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062 and any applicable Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry. The provisions of this Order shall be self-executing. Time is of the essence in implementing the Stalking Horse APAs and Closing the Sale.

46. ~~41.~~ Governing Terms. To the extent there is any inconsistency between the terms

of this Order and the terms of the Stalking Horse APA, the terms of this Order shall govern.

47. ~~42.~~ Professional Fees. Notwithstanding anything in this Order or in the Stalking Horse APA to the contrary, (a) the Funded Reserve Account (as defined or used in the ~~{Final}~~ DIP Order) shall remain in effect following the Closing for the benefit of the Professional Persons (as defined in the ~~{Final}~~ DIP Order) with respect to accrued and unpaid Allowed Professional Fees as of the Closing, the Debtors are authorized to transfer into the Funded Reserve Account at Closing out of Excluded Cash all accrued but unpaid Allowed Professional Fees as of the Closing included in the Approved Budget, and such Professional Persons are authorized to be paid from the Funded Reserve Account for such Allowed Professional Fees that are approved by orders entered by this Court authorizing the payment of such amounts; (b) the accrued and unpaid fees of Ordinary Course Professionals (as defined in the *Order Pursuant to Sections 105(a), 327, 328 and 330 of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Rule 2014-1 Authorizing the Debtors to Employ Professionals Used in the Ordinary Course of Business Effective as of the Petition Date* [Docket No. 176] (the "OCP Order")) as of the Closing and included in the Approved Budget shall be paid into the Funded Reserve Account at the Closing by the Debtors out of Excluded Cash and such Ordinary Course Professionals are authorized to be paid out of the Funded Reserve Account for such permitted fees in accordance with the OCP Order; (c) accrued and unpaid U.S. Trustee fees as of the Closing shall be paid into the Funded Reserve Account at the Closing by the Debtors out of Excluded Cash and such U.S. Trustee fees are authorized to be paid out of the Funded Reserve Account; and (d) the Buyer shall pay, at Closing, into the Funded Reserve Account any amounts that are required to be paid to Guggenheim Securities, LLC ("Guggenheim Securities") on account of any Sale Transaction Fee under and as defined in that certain engagement letter between Guggenheim Securities and

the Debtors, effective as of August 11, 2023, payable on account of the Sale, and Guggenheim Securities shall be paid such Sale Transaction Fee (in such amount as determined by order of this Court allowing such Sale Transaction Fee and, for the avoidance of doubt, taking into account any monthly crediting, if any) from the Funded Reserve Account within three (3) Business Days following entry of an order of this Court approving such Sale Transaction Fee.

48. ~~43.~~ Retention of Jurisdiction. This Court shall retain exclusive jurisdiction to (a) interpret, implement and enforce the terms and provisions of this Order and the Stalking Horse APA, including all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith; and (b) decide any issues or disputes concerning or related to this Order, the Stalking Horse APA or the rights and duties of the parties hereunder or thereunder, including the interpretation of the terms, conditions and provisions hereof and thereof, and the status, nature and extent of the Assets and the Assigned Contracts; *provided that* notwithstanding anything to the contrary contained in this Order, nothing herein alters or impacts any party-in-interest's rights with respect to which judicial forum is the appropriate judicial forum for a lawsuit or proceeding arising under the Prepetition 1L Documents (as defined in the Final DIP Order).

49. ~~44.~~ The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

EXHIBIT 1

Stalking Horse APA