

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

EPIC! CREATIONS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11161 (BLS)

(Jointly Administered)

Re. D.I. 433 & 474

**ORDER (I) APPROVING THE SALE OF NEURON FUEL, INC.'S
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 upon consideration of the *Motion for Entry of Order (I) Approving Bid Procedures in Connection with the Sale of All or Substantially All of the Debtors' Assets, (II) Scheduling Bid Deadlines and Auctions, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of Contracts and Leases, and (V) Granting Related Relief* [D.I. 433] (the "Sale Motion"),² filed by Chapter 11 Trustee Claudia Z. Springer, on behalf of the estate of Neuron Fuel, Inc. ("Neuron Fuel" or the "Debtor") in the above-captioned chapter 11 cases, (the "Trustee"); and the Court having previously entered (i) the *Order (I) Approving Bid Procedures in Connection with the Sale of All or Substantially All of the Debtors' Assets, (II) Scheduling Bid Deadlines and Auctions, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of Contracts and Leases, and (V) Granting Related Relief, as amended*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Epic! Creations, Inc. (9113); Neuron Fuel, Inc. (8758); and Tangible Play, Inc. (9331).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the APA, the Sale Motion, the Bidding Procedures, or in the Bankruptcy Code, as applicable and in the order of priority listed.



[D.I. 474] (the “Bidding Procedures Order”); the Trustee having held an auction; Tynker Holdings, LLC (the “Buyer”) having submitted the highest and best bid for the Acquired Assets (as defined in the APA (as defined below)), as reflected in that certain Asset Purchase Agreement, dated as of May 6, 2025, by and among the Buyer and the Seller (as amended or otherwise modified from time to time in accordance with its terms, the “APA”), a copy of which is attached hereto as **Exhibit 1**; and the Court having entered the Bidding Procedures Order on certification of counsel on January 28, 2025, prior to 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 APA; (iii) the Bidding Procedures; (iv) the Bidding Procedures Order; (v) the Notice of Successful Bidder; (vi) the *Declaration of Claudia Z. Springer in Support of Entry of an Order (I) Approving the Sale of Neuron Fuel, Inc.’s 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* [D.I. 674]; (vii) the *Declaration of Michael Gorman in Support of Entry of an Order (I) Approving the Sale of Neuron Fuel, Inc.’s 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* [D.I. 675]; (viii) all objections filed with the Court, including those at D.I. 582 and 583 (each, an “Objection” and, collectively with any informal objections received by the Trustee, the “Objections”); and (ix) 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 Debtor, its estate and its

creditors, and the Trustee having demonstrated good, sufficient and sound business justifications for the relief granted herein;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings of Fact and Conclusions of Law. The findings of fact 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.

B. Jurisdiction and Venue. This Court has jurisdiction to consider the Sale Motion and the relief requested therein pursuant to 28 U.S.C. § 1334(b) because this matter arises in and arises under the Bankruptcy Code 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)(A), (N), and (O) and the Court has the constitutional authority to enter a judgment on the Sale Motion. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rules 7054 and 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and authorizes the consummation of the Sale (as defined below) and the Transactions without regard to any stay or delay in its implementation.

D. 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”).

E. Notice and Opportunity to Be Heard. As evidenced by the affidavits of service filed with the Court [D.I. 440, 490, 500, 569, 626, 650], the Trustee has provided proper, timely, adequate and sufficient notice of, and a fair and reasonable opportunity to object and be heard with respect to, (i) the Sale Motion, (ii) the Bidding Procedures Order, (iii) the sale of the Acquired Assets pursuant to the APA (the “Sale”) free and clear of any Interests (as defined below) (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) within the meaning of section 363(f) of the Bankruptcy Code [D.I. 489], (iv) the *Notice of Successful Bidder at Auction for Neuron Fuel, Inc. Assets* [D.I. 673], (v) (A) the *Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I. 510], (B) the *Second Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I. 560]; (C) the *Third Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I.619]; (D) the *Fourth Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I. 636]; and the *Fifth Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I. 679] (together, the “Assumption Notices”), and (vi) the assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to the

Buyer effective as of the Closing (as defined in the APA) pursuant to this Order and the terms of the APA (each, an “Assigned Contract” and 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 Assignment 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 amount; and no other or further notice of any of the foregoing is required. The Assumption Notices expressly provided notice to each counterparty that if the counterparty failed to object by the applicable deadline for doing so that such counterparty would be “forever barred and estopped from objecting to the cure amount, the assumption and assignment of that counterparty’s executory contract or unexpired lease (including the adequate assurance of future performance), the relief requested in the Sale Motion, whether applicable law excuses such counterparty from accepting performance by, or rendering performance to, the [Buyer], as applicable, for purposes of section 365(c)(1) of the Bankruptcy Code and from asserting any additional cure or other amounts (other than amounts that accrue after the date of the Applicable Assignment Notice) against the Trustee and the [Buyer], as applicable, with respect to such party’s executory contract or unexpired lease.” With respect to parties in interest whose identities could not be reasonably ascertained by the Trustee, the Sale Notice published in the national edition of the *Wall Street Journal* on February 5, 2025 [D.I. 518], was sufficient and reasonably calculated to provide notice to such parties under the circumstances. The Trustee also published the Sale Motion, Bidding Procedures Order, the Bidding Procedures, the APA, the Sale Notice, the

Assumption Notices, and certain other documents relevant to the Sale on the claims and noticing agent's website for these chapter 11 cases.

F. Sound Business Purpose. The Trustee has demonstrated good, sufficient, and sound business purposes and justifications for approval of the Sale Motion. The approval of and entry into the Sale, the APA and any ancillary agreements thereto (i) are a result of due deliberation by the Trustee and constitute a sound and reasonable exercise of the Trustee's business judgment and a proper exercise of the fiduciary duties of the Trustee; (ii) provide value and are beneficial to the Debtor's estate, and are in the best interests of the Debtor, its estate and its stakeholders; and (iii) are reasonable and appropriate under the circumstances. Business justifications for entry into the Sale and the APA include, without limitation, the following: (i) the APA constitutes the highest and best offer received for the Acquired Assets; (ii) the APA presents the best opportunity to maximize the value of the Acquired 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 APA, could materially diminish creditor recoveries; and (iv) the immediate consummation of the Sale is necessary to maximize the value of the Debtor's estate.

G. Compliance with Bidding Procedures. The Trustee conducted an open, extensive, and fair Sale Process. The Bidding Procedures were reasonable and fair to all persons and established in good faith. 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 Acquired Assets. The Trustee, the Buyer and their respective counsel and other advisors have complied, in good faith, with all of the provisions of the Bankruptcy Code, the Bidding Procedures and the Bidding Procedures Order.

H. Highest or Best Value and No Fraudulent Transfer. The Trustee determined, in a valid and sound exercise of her reasonable business judgment, in a manner consistent with her fiduciary duties and after a robust and extensive marketing process, that the Buyer's Qualified Bid, as documented in the APA, was the highest or otherwise best Qualified Bid for the Acquired Assets. Consummating the Sale will yield greater value to the Debtor's estate than would have been provided by any other available alternative transaction. The Bidding Procedures have been complied with in all respects by the Trustee and the Buyer and afforded a full, fair, and reasonable opportunity for any individual or entity to make a higher or otherwise better offer for the Acquired Assets. No other Person has offered to purchase the Acquired Assets for greater economic value to the Debtor's estate than the Buyer.

I. Fair Consideration. The consideration the Buyer will pay under the APA constitutes (i) fair and reasonable consideration for the Acquired Assets; and (ii) reasonably equivalent value and fair, adequate, and sufficient 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, or any other applicable law.

J. Free and Clear Sale. The Seller may sell the Acquired Assets free and clear of all Interests (as defined below) (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the 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 Acquired 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 (1) or more

of the other subsections of section 363(f) and, therefore, are adequately protected by having their Interests in, on, or to the Acquired 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 Debtor and its estate. 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 Acquired Assets to the Buyer free and clear of their respective Interests in, on, or to the Acquired Assets pursuant to section 363(f)(2) of the Bankruptcy Code.

K. Buyer's Reliance on Free and Clear Sale. The Buyer would not have entered into the APA and would not consummate the Sale or the other transactions contemplated thereby if the sale of the Acquired Assets were not free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order), or if the Buyer, its affiliates, its past, present or contemplated, directors, officers, employees, shareholders, equityholders, representatives, agents, or the Acquired Assets would, or in the future could, have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, for any such Interests. A sale of the Acquired Assets other than one free and clear of all Interests would adversely impact the Debtor, its estate and its creditors, and would yield substantially less value for the Acquired Assets and the Debtor's estate, with less certainty than provided by the Sale. The total consideration to be provided under the 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 Acquired Assets free and clear of all Interests (other than any Permitted

Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order), including, without limitation, any potential Interests arising under doctrines of derivative, vicarious, transferee or successor liability. Those holders of the Interests who did not object (or who ultimately withdrew their objections, if any) to the Sale or the Sale Motion are deemed to have consented to the Sale and the Sale Motion pursuant to section 363(f)(2) of the Bankruptcy Code.

L. “Interests.” As used in this Order, the term “Interest” includes, in each case to the extent against or with respect to the Debtor or in, on, or against or with respect to any of the Acquired Assets: Encumbrances (as defined in the APA), claims (as defined in section 101(5) of the Bankruptcy Code), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, liens, 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, 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, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtor 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 or other employee-benefits 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 Debtor's, the Trustee's, or the Buyer's interest in the Acquired 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 Debtor or any multiemployer plan to which the Debtor has 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 Debtor or any of its 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 governmental unit's 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 business of the Debtor prior to the Closing; (x) any unexpired and executory or non-executory contract or unexpired lease to which the Debtor is a party that is not an Assigned Contract; (xi) any other Excluded Liabilities (as defined in the APA); (xii) Interests arising under or in connection with any acts, or failures to act, of the Debtor or any of the Debtor's predecessors or affiliates, 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; and (xi) rights, interests, or claims to any of the Acquired Assets asserted by any party that has misappropriated assets of the Debtor.

M. No Successor or Other Derivative Liability. By consummating the Sale pursuant to the APA, the Buyer is not a mere continuation of, nor does the Buyer have a common identity of interests with, the Debtor, the Debtor's estate, the Trustee, or any enterprise(s) of the Debtor. The Buyer is not holding itself out as a continuation of the Debtor. The Buyer is not a successor to the Debtor, the Debtor's estate, or the Trustee 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 Debtor or the

Debtor's estate. The Buyer has not assumed or and shall not be held liable in any way for any obligation or Liability (as defined in the APA) of the Debtor (or any affiliate or predecessor of the Debtor) or the Debtor's estate (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order). The sale and transfer of the Acquired Assets to the Buyer, including the assumption by the Seller and assignment, transfer and/or sale to the Buyer of any of the Assigned Contracts, will not subject the Buyer to any Liability with respect to the operation of the Debtor's (or Debtor's predecessors') business prior to the Closing or by reason of such transfer. Without limiting the generality of the foregoing, and except as otherwise provided in the APA, the parties intend and the Court hereby finds that the Buyer shall not be liable for any Encumbrance or Liability (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) against the Debtor, its estate, or any of its predecessors or affiliates; and the Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date (as defined in the APA), whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business (as defined in the APA), the Acquired Assets or any Liabilities of the Debtor or its estate 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.

N. Good Faith; No Collusion. The Trustee, the Buyer and their respective counsel and other advisors have negotiated and entered into the APA and each of the transactions contemplated thereby in good faith, without collusion and from arm's-length bargaining positions. The Trustee and the Buyer were each represented by separate and independent advisors throughout the

negotiation of the APA. 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 APA was not controlled by an agreement between potential bidders within the meaning of section 363(n) of the Bankruptcy Code. The Trustee was free to deal with any other party interested in acquiring all or some of the Acquired Assets. Neither the Trustee nor the Buyer have engaged in any conduct that would cause or permit the Sale, the 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 section 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 Trustee under the APA in connection with the Sale have been disclosed and are appropriate. The Buyer has fully disclosed all of its connections with the Debtor or the Trustee. The APA was not entered into, and the Sale is not being consummated, fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims, or 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 Trustee nor the Buyer have entered into the APA or are consummating the Sale with any fraudulent or otherwise improper purpose. The protections afforded by section 363(m) are integral to the Sale, and the Buyer would not consummate the Sale without such protections.

O. Insider Status. Neither the Buyer, nor any of its affiliates, officers, directors, managers, shareholders, members, or any of its respective successors or assigns is an “insider” of the Debtor, as that term is defined in section 101(31) of the Bankruptcy Code. No common identity

of directors, managers, controlling shareholders, or members exists between the Seller and the Buyer.

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 Debtor and its estate and represent the valid and reasonable exercise of the Trustee's sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts (i) are necessary to sell the Acquired Assets to the Buyer as contemplated by the APA, (ii) allow the Seller to sell the Acquired 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 Debtor by eliminating claims against the Debtor's estate that would arise from the Trustee's 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) an objection to the Seller's assumption and assignment of such Assigned Contract, or to the applicable cure amounts, as of the date specified in the Bidding Procedures Order (as such date may have been modified or extended in accordance with the terms of the Bidding Procedures Order) is deemed to have consented to the assumption and assignment of the Assigned Contract, and to the applicable cure amounts, if any, associated with the Assigned Contracts as set forth in **Exhibit 2** hereto (the "Cure Claims").

Q. Compliance with Section 365 of the Bankruptcy Code. The Seller has met all requirements of section 365(b) of the Bankruptcy Code with respect to the assumption and assignment of each of the Assigned Contracts, and each Assigned Contract is either an executory contract or unexpired lease under section 365 of the Bankruptcy Code or a non-executory contract that can be assigned to Buyer as an Acquired Asset pursuant to section 363 of the Bankruptcy Code

and without regard to section 365 of the Bankruptcy Code.. Each counterparty to an Assigned Contract has consented to, or is deemed to have consented to, the assignment of the Assigned Contract to the Buyer notwithstanding whether any applicable law would excuse such counterparty from accepting performance or rendering performance to the Buyer. The Seller has provided, or will provide, 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. Procedures with respect to Assigned Contracts. The procedures set forth in the APA with respect to Assigned Contracts are reasonable and 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, 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 Estate. The Acquired Assets constitute property of the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code and title thereto is vested in the Debtor's estate. The Seller has the right and power to transfer good title to the Acquired Assets to the Buyer.

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. Except as set forth herein or in the APA, subject to section 363(f) of the Bankruptcy Code, effective of the Closing (even if the assumption and assignment occurs after the Closing pursuant to the terms of the APA), the sale and assignment of the Acquired Assets and the Assigned Contracts to the Buyer will be a legal, valid and effective transfer of the Acquired Assets and the Assigned Contracts, and will vest the Buyer with all right, title and interest of the Debtor and its estate in and to the Acquired Assets and the Assigned Contracts free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order). The Trustee further represents that, aside from any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order, the Sellers are the sole and lawful owners of and have clear and marketable title to the Acquired Assets. The Trustee has full power and authority to execute the APA (and all other documents contemplated thereby) and to consummate the Sale. The Trustee is hereby authorized to execute the APA and all other documents contemplated thereby, and to enter into the Sale. Upon entry of this Order, no consent or approval from any other person, entity or legal authority is required to consummate the Sale.

U. No Sub Rosa Plan. Neither the Sale nor the APA impermissibly restructures or modifies the rights of any of the Debtor's creditors or impermissibly dictates the terms of a chapter 11 plan. Neither the Sale nor the APA constitutes a *sub rosa* or *de facto* plan of reorganization or liquidation.

V. No Stay of Order. Time is of the essence to implement the APA and consummate the Sale. The Sale must be approved and consummated promptly in order to preserve the value of the Acquired Assets and to maximize the value to the Debtor, its estate, its creditors and all other

parties in interest and to ensure the Trustee's compliance with the Trustee's obligations under the post-petition financing agreements. The Trustee has demonstrated compelling circumstances and sound business justifications for the immediate approval and consummation of the Sale as contemplated by the 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.

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

X. Back-up Bidder. Future Minds Group, Inc. (the "Back-up Bidder") having submitted the second highest bid at the auction is the designated Back-up Bidder. In the event the Buyer does not consummate the transactions set forth in the APA, the Trustee is authorized to close the transactions set forth in that certain Asset Purchase Agreement, dated as of May 6, 2025, by and among the Back-up Bidder and the Seller (as amended or otherwise modified from time to time in accordance with its terms, the "Back-up APA"), attached hereto as **Exhibit 3**. In such event every reference in this Order to the Buyer or the APA shall be to the Back-up Bidder and the Back-up APA.

**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 or otherwise) are GRANTED and approved as set forth herein.

2. Objections Overruled. Any Objections to the Sale Motion or the relief requested therein, the Assumption Notices or the amount of the Cure Claims set forth therein, the identity of the Buyer, the conduct of the Auction, or to any other aspect of the Sale or the transactions contemplated thereby 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 APA and all transactions contemplated thereby, including the Sale, are APPROVED. The Seller has the right and power to transfer good title to the Acquired Assets to the Buyer. This Sale Order shall be binding in all respects upon the Debtor, its estate, all creditors of and holders of equity interests in the Debtor, any holders of Encumbrances in, against or on all or any portion of the Acquired Assets (whether known or unknown), the Buyer, all successors and assigns of the Buyer, the Acquired Assets, and the Trustee. This Sale Order shall inure to the benefit of the Debtor, its estate and creditors, the Buyer and the respective successors and assigns of each of the foregoing.

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 in this Order and the Court's oral findings of fact and conclusions of law made by the Court during the Sale Hearing are incorporated herein by reference.

5. Trustee's Performance Authorized. The Trustee is hereby authorized to enter into and perform the Seller's obligations under the APA, and to take such other actions as may be

necessary or desirable to effectuate the terms of the 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 APA, the Sale, or this Order, including, without limitation, deeds, assignments, bills of sale, transfers of membership interests and any other instruments of transfer, without further order of the Court. The Trustee is hereby further authorized, but not directed, 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 Acquired Assets and the Assigned Contracts, as may be necessary or appropriate for the Trustee to perform the Seller's obligations under the APA and consummate the Sale, including, without limitation, providing transition services, without further order of the Court.

6. The Trustee is hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents with respect to the Acquired Assets that are necessary or appropriate to effectuate the 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 the Trustee may determine are necessary or appropriate.

7. Valid Transfer and Assignment. Effective as of the Closing Date, the sale and assignment of the Assigned Contracts and the Acquired Assets by the Seller to the Buyer shall constitute a legal, valid and effective transfer and assignment of the Assigned Contracts and the Acquired Assets, notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title and interest of the Debtor and its estate in and to the Assigned

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

8. Free and Clear Sale. Except to the extent specifically provided in the APA, upon the Closing Date, the Seller shall be, and hereby is, 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 Acquired Assets. The sale and transfer of the Acquired Assets to the Buyer shall vest the Buyer with all right, title and interest of the Debtor and its estate in and to the Acquired Assets free and clear of any and all Interests of any person or entity (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the 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 Debtor or its estate. Following the Closing, no holder of any Interest in or on any of the Acquired Assets, including, without limitation, (x) Voizzit Technology Private, Ltd., Voizzit Information Technology LLC, and each of their respective directors, officers, employees, managers, principals, and direct or indirect equityholders, (y) Rajendran Vellapalath, Byju Ravindran, and Vinay Ravindran and (z) each of the affiliates, representatives, agents, and related Persons of any of the foregoing, shall interfere in any way with the Buyer's use or enjoyment of any of the Acquired Assets based on or related to such Interest, the Debtor or any actions that the Trustee has taken or may take in these chapter 11 cases and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale.

9. The provisions of this Order authorizing the sale and transfer of the Acquired Assets free and clear of Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) shall be self-executing, and neither the Trustee 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 Trustee 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 in, on, or to the Acquired Assets pursuant to the terms of this Order.

10. Direction to Creditors. This Order shall be (a) effective as a determination that, as of the Closing Date, all Interests in, on, or to the Acquired Assets (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) shall be unconditionally released, discharged and terminated as to the Buyer and the Acquired Assets; and (b) binding upon all persons and entities, including all the Debtor's creditors, direct or indirect equity holders, affiliates, officers, directors, employees, agents, representatives and any holder of an Interest in, on, or to any of the Acquired Assets, and all such persons and entities are hereby authorized to execute such documents and take all other actions as may be reasonably necessary to release their respective Interests in, on, or to the Acquired 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 in, on, or to the Acquired Assets has not delivered to the Trustee 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 Acquired Assets, the Trustee 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 Acquired 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 Acquired 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 in, on, or to the Acquired Assets. To the extent not inconsistent with otherwise applicable law, this Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every U.S. federal, state, and local government agency, department or office and may be deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every tribal or foreign government agency, department, or office.

11. 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 Acquired Assets or who may be required to report or insure any title or state of title in or to the Acquired 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 Acquired Assets free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the

APA or this Order) and (b) strike all recorded Interests in, on, or to the Acquired Assets from their records.

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

13. No Successor Liability. The Buyer is not and shall not be (a) deemed a “successor” in any respect to the Debtor or its estate as a result of the consummation of the Sale or any other event occurring in the Debtor’s chapter 11 case under any theory of law or equity; (b) deemed to have, *de facto* or otherwise, merged or consolidated with or into the Debtor or its estate; (c) deemed to be an alter ego of or have a common identity with the Debtor or its estate; (d) deemed to have a continuity of enterprise with the Debtor or its estate; (e) be liable for any acts or omissions of the Debtor or the Trustee in connection with the conduct of the Business, or arising under or related to the Acquired Assets, except as expressly provided in the APA; or (f) deemed to be a continuation or substantial continuation of the Debtor or its estate or any enterprise thereof, 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 Debtor’s or its estate’s liability under such law, doctrine, rule or regulation.

14. Except as expressly provided in the APA or this Order with respect to the Assumed Liabilities, the Buyer 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 the Debtor or its estate 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 the Debtor or its estate or against any related person or affiliate of the Debtor (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 APA and this Order and claims brought by the Trustee to enforce the express terms of the APA and this Order, the transfer of the Acquired Assets and the Assigned Contracts to the Buyer under the APA will not result in (a) the Buyer having any Liability or obligation for any claim made against the Debtor or its estate (or its respective affiliates, together with its 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 Acquired Assets; (b) the Buyer 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 or otherwise, directly or indirectly, any Interests or Excluded Liabilities, nor in any such liability or obligation attaching to the Acquired Assets; or (c) the Buyer having any liability or obligation to the Debtor or its estate that did not previously exist.

15. Based on the facts and circumstances of these Chapter 11 Cases, except with respect to the counterparties to specifically 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 the Buyer or its assets (including the Acquired Assets) with respect to any (a) Interest in the Acquired 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 or right of subrogation; or (v) revoking or terminating any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets to the extent such revocation or termination is related in any way to the Chapter 11 Cases or the sale of the Acquired Assets to Buyer

16. 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 Seller's assumption and assignment of the Assigned Contracts to the Buyer free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) pursuant to the terms of the APA, as modified by the terms of any amendments reached by the Buyer and the respective counterparty to any Assigned Contract, is hereby approved, and the requirements of sections 365(b) and 365(f)(2) of the Bankruptcy Code with respect thereto (to the extent applicable) are hereby deemed satisfied. Based on the facts and circumstances of these Chapter 11 Cases, upon the Seller's 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 Debtor, its estate, 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 Seller's 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 Debtor and its estate 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 Seller's assumption and assignment of the Assigned Contracts to the Buyer shall not constitute a default under or a termination of any Assigned Contract.

17. Cure Claims. Any defaults or other obligations under the Assigned Contracts shall be deemed cured by the Seller's payment or other satisfaction of the Cure Claims, if any, as set forth in Exhibit 2 hereto. Pursuant to Bankruptcy Code section 365(k), the Seller and the Debtor shall have no liability for any breach of an Assigned Contract occurring after the assumption and assignment of the Assigned Contract to the Buyer.

18. Cure Objections. Except as provided herein, all objections to the Trustee's calculation of Cure Claims 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 Claims 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 Assigned

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

19. 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 Seller's assumption and assignment of the Assigned Contracts to the Buyer have been satisfied.

20. 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 Debtor or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the Debtor; 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.

21. 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 Debtor or its estate as a result of the assumption and assignment of the Assigned Contracts.

22. Direction to Contract Counterparties. All counterparties to Assigned Contracts assigned to the Buyer in accordance with the terms of this Order and the 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 Seller's assumption and assignment of the Assigned Contracts to the Buyer; *provided, however*, that the foregoing shall not prejudice the rights of any counterparties to: (a) contracts subject to ongoing dispute or (b) any potential Assigned Contracts who receive a Supplemental Assignment Notice after entry of this Order to object in accordance with the procedures approved pursuant to the Bid Procedures Order.

23. Modification of Assigned Contracts List. The rights of the Buyer to modify the list of Assigned Contracts after the date of this Order and before the Closing as set forth in the APA or herein is approved.

24. Licenses and Permits. To the extent provided in the 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 Debtor or its estate with respect to the Acquired 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 Acquired 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 Debtor or its estate 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 the Debtor or its estate 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).

25. 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 Acquired 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.

26. 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.

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

28. Transfer Taxes. Any Interests of any kind asserted under laws, rules, regulations or governmental or court orders imposing a stamp, transfer tax, or similar tax arising from the transfer of the Acquired Assets to the Buyer shall be filed against the Debtor's estate and shall not be asserted against the Buyer. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all governmental units and Persons (as defined in the APA) are hereby prohibited from taking any action against the Buyer to recover any claim which such Person (as defined in the APA) or

governmental unit has or may assert against the Debtor or its estate (as such claims exist immediately prior to the Closing) relating to a stamp, transfer tax, or similar tax arising from the transfer of the Acquired Assets to the Buyer.

29. 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.

30. Administrative Expense Claims. The Seller's obligations under the APA, and all amounts to be paid to the Buyer pursuant to the APA, shall be allowed administrative expenses pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code and be immediately payable if and when the obligations of the Debtor arise under the APA, without any further order of the Court.

31. Amendments. The 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 Debtor's estate.

32. Binding Order. This Order and the APA shall be binding upon and govern the acts of all persons and entities, including without limitation, the Trustee and the Buyer, their respective successors and permitted assigns, including, without limitation, any successor chapter 11 trustee hereinafter appointed for the Debtor's estate or any trustee appointed in a chapter 7 case of the Debtor if its chapter 11 case is converted to a case under chapter 7, all creditors of the Debtor or its estate (whether known or unknown), all counterparties to any Assigned Contracts and all Recording Officers. Neither the Sale nor the APA shall be subject to rejection or avoidance under any circumstances. This Order and the APA shall inure to the benefit of the Trustee, the Debtor's estate, its creditors, the Buyer and its respective successors and assigns.

33. Failure to Specify Provisions; Conflicts. The failure specifically to include or mention any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Trustee and the Buyer that the 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.

34. 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 Acquired Assets and the Assigned Contracts.

35. 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 APA and to take any and all actions permitted or required under the APA in accordance with the terms and conditions thereof.

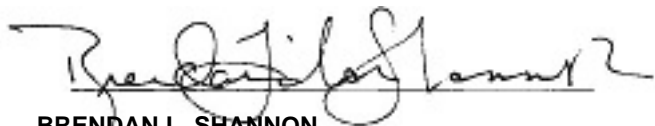
36. No Stay of Order. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062 and any applicable Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry. The provisions of this Order shall be self-executing. Time is of the essence in implementing the APA and Closing the Sale. In the absence of any Person obtaining a stay pending appeal, the Seller and the Buyer are free to close under the APA at any time, subject to the express terms of the APA.

37. Governing Terms. To the extent there is any inconsistency between the terms of this Order and the terms of the APA, or any prior order or pleading with respect to the Sale Motion, the terms of this Order shall govern.

38. Retention of Jurisdiction. This Court shall retain exclusive jurisdiction to (a) interpret, implement and enforce the terms and provisions of this Order and the 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 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 Acquired Assets and the Assigned Contracts.

39. The Trustee is authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

Dated: May 20th, 2025
Wilmington, Delaware

A handwritten signature in black ink, appearing to read "Brendan L. Shannon", written over a horizontal line.

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

(Successful Bidder Asset Purchase Agreement)

ASSET PURCHASE AGREEMENT

By and Between

**Claudia Z. Springer, not in her individual capacity but solely in her capacity as Chapter 11
Trustee of Neuron Fuel, Inc., on behalf of the Estate of Debtor Neuron Fuel, Inc.,**

(as Seller) and

Tynker Holdings, LLC,

(as Buyer)

dated as of

May 6, 2025

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	2
ARTICLE II PURCHASE AND SALE	10
Section 2.01. <u>Purchase and Sale of Assets</u>	10
Section 2.02. <u>Excluded Assets</u>	12
Section 2.03. <u>Assumed Liabilities</u>	14
Section 2.04. <u>Excluded Liabilities</u>	14
Section 2.05. <u>Purchase Price and Deposit; Cure Claims</u>	14
Section 2.06. <u>Withholding Tax</u>	15
Section 2.07. <u>Third Party Consents</u>	15
ARTICLE III CLOSING	16
Section 3.01. <u>Closing</u>	16
Section 3.02. <u>Closing Deliverables</u>	16
Section 3.03. <u>Prorations</u>	16
Section 3.04. <u>Transfer Taxes</u>	17
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER	17
Section 4.01. <u>Organization and Qualification of Seller</u>	17
Section 4.02. <u>Authority of Seller</u>	17
Section 4.03. <u>No Conflicts; Consents</u>	17
Section 4.04. <u>Title to Acquired Assets</u>	18
Section 4.05. <u>Intellectual Property</u>	18
Section 4.06. <u>Legal Proceedings</u>	18
Section 4.07. <u>Legal Compliance</u>	19
Section 4.08. <u>Employment Matters</u>	19
Section 4.09. <u>Taxes</u>	19
Section 4.10. <u>Brokers</u>	19
Section 4.11. <u>No Material Adverse Change</u>	19
Section 4.12. <u>Exclusivity of Representations and Warranties</u>	19
ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER	20
Section 5.01. <u>Organization of Buyer</u>	20
Section 5.02. <u>Authority of Buyer</u>	20
Section 5.03. <u>No Conflicts; Consents</u>	20
Section 5.04. <u>Financing</u>	20
Section 5.05. <u>Certain Arrangements</u>	20
Section 5.06. <u>WARN Act and Mass Layoffs</u>	21
Section 5.07. <u>Brokers</u>	21
Section 5.08. <u>Legal Proceedings</u>	21
Section 5.09. <u>Solvency</u>	21
Section 5.10. <u>Guaranty</u>	21

ARTICLE VI COVENANTS	22
Section 6.01. <u>Availability of Books and Records</u>	22
Section 6.02. <u>Bulk Sales/Tax Clearance Waiver</u>	22
Section 6.03. <u>Cooperation on Tax Matters; Purchase Price Allocation</u>	22
Section 6.04. <u>Retention of Tax Records</u>	24
Section 6.05. <u>Further Assurances</u>	24
Section 6.06. <u>Conduct of Business Prior to the Closing</u>	24
Section 6.07. <u>Access to Information</u>	25
Section 6.08. <u>Notice of Certain Events</u>	26
Section 6.09. <u>Employee Matters</u>	26
Section 6.10. <u>Corporate Name</u>	27
Section 6.11. <u>Public Announcements</u>	27
Section 6.12. <u>Reasonable Efforts; Cooperation</u>	27
Section 6.13. <u>Privacy Policy</u>	27
Section 6.14. <u>Litigation Support</u>	28
Section 6.15. <u>Post-Closing Matters</u>	28
Section 6.16. <u>Collection of Accounts Receivable</u>	28
ARTICLE VII CONDITIONS TO CLOSING	29
Section 7.01. <u>Conditions to Obligations of All Parties</u>	29
Section 7.02. <u>Conditions to Obligations of Buyer</u>	29
Section 7.03. <u>Conditions to Obligations of Seller</u>	30
ARTICLE VIII NON-SURVIVAL	31
Section 8.01. <u>Non-Survival</u>	31
ARTICLE IX TERMINATION	31
Section 9.01. <u>Termination</u>	31
Section 9.02. <u>Effect of Termination</u>	32
ARTICLE X BANKRUPTCY COURT MATTERS	33
Section 10.01. <u>Sale Order</u>	33
Section 10.02. <u>Bankruptcy Process</u>	33
Section 10.03. <u>Approval</u>	33
Section 10.04. <u>Other</u>	33
ARTICLE XI MISCELLANEOUS	34
Section 11.01. <u>Expenses</u>	34
Section 11.02. <u>Notices</u>	34
Section 11.03. <u>Interpretation</u>	35
Section 11.04. <u>Disclosure Schedules</u>	35
Section 11.05. <u>Headings</u>	36
Section 11.06. <u>Severability</u>	36
Section 11.07. <u>Entire Agreement</u>	36
Section 11.08. <u>Successors and Assigns</u>	36
Section 11.09. <u>No Third-Party Beneficiaries</u>	36
Section 11.10. <u>Non-Recourse</u>	37

Section 11.11. <u>Amendment and Modification; Waiver</u>	37
Section 11.12. <u>Buyer Acknowledgement; Disclaimer of Representations and Warranties</u>	37
Section 11.13. <u>Governing Law; Submission to Jurisdiction; Waiver of Jury Trial</u>	38
Section 11.14. <u>Counterparts</u>	39
Section 11.15. <u>Specific Performance</u>	39
Section 11.16. <u>No Right of Set-Off</u>	40

EXHIBITS

Exhibit A	Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit B	Form of Intellectual Property Assignment Agreements
Exhibit C	Form of Sale Order

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated May 6, 2025 (the “**Effective Date**”) is entered into by and between Claudia Z. Springer, not in her individual capacity but solely in her capacity as the Chapter 11 Trustee of Neuron Fuel, Inc., on behalf of the Estate of Debtor Neuron Fuel, Inc. (“**Seller**”), and Tynker Holdings, LLC, a Delaware limited liability company (“**Buyer**” and together with Seller, the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, Neuron Fuel, Inc., a Delaware corporation (“**Neuron Fuel**”), is engaged in developing, marketing, and selling an educational platform branded as “Tynker” to help children learn programming and coding skills, including game design, web design, animation and robotics (the “**Business**”).

WHEREAS, on June 4, 2024 (with respect to Epic! Creations, Inc., a Delaware corporation (“**Epic**”) and June 5, 2024 (with respect to Tangible Play and Neuron Fuel)(the “**Petition Date**”), certain parties filed involuntary petitions against each of Epic, Tangible Play, Inc., a Delaware corporation (“**Tangible Play**”, and together with Neuron Fuel and Epic, collectively, “**Debtors**”), and Neuron Fuel under Chapter 11 of the Bankruptcy Code (as herein defined) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

WHEREAS, on September 16, 2024, the Bankruptcy Court entered the *Order for Relief in Involuntary Cases and Appointing Chapter 11 Trustee* Docket No. 147, commencing the chapter 11 cases of Epic, Tangible Play and Neuron Fuel (the “**Chapter 11 Cases**”) and ordering the appointment of a chapter 11 trustee.

WHEREAS, on October 7, 2024, the Bankruptcy Court entered an Order (as hereinafter defined) Docket No. 180 appointing Claudia Z. Springer (in her capacity as chapter 11 trustee of the estate of Debtor, and not in her individual capacity, the “**Trustee**”) as chapter 11 trustee in the Chapter 11 Cases, and the Trustee has retained possession of the assets of the Debtors and is authorized under the Bankruptcy Code to continue the operations of their businesses.

WHEREAS, Seller, subject to the receipt of any higher or better offer received by Seller for the Acquired Assets (as hereinafter defined), desires to sell the Acquired Assets to Buyer pursuant to the terms and conditions of this Agreement and Buyer desires to so purchase and acquire the Acquired Assets from Seller in accordance with Sections 105, 363 and 365 of the Bankruptcy Code (as hereinafter defined).

WHEREAS, (i) Buyer is a wholly-owned subsidiary of CODEHS, INC., a Delaware corporation (“**Parent**”), and (ii) concurrently with the execution of this Agreement, and as a condition to the willingness of, and material inducement to, the Seller to enter into this Agreement, Parent is entering into a duly executed guaranty (the “**Guaranty**”), in favor of Seller, pursuant to which Parent is, among other things, guaranteeing the due and punctual payment and performance by Buyer of the Obligations (as defined in the Guaranty), in accordance with the terms of the Guaranty.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following terms have the meanings set forth below in this ARTICLE I:

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Acquired Assets**” has the meaning set forth in Section 2.01.

“**Acquired Avoidance Actions**” means any and all Avoidance Actions against (i) counterparties to any Assigned Contracts or (ii) Persons for whom there are purchase-orders or service-orders or similar arrangements with Seller that are not formalized by Contract, that have unperformed obligations remaining on both Seller, on the one hand, and the counterparty, on the other hand, and that are assumed by Buyer.

“**Additional Cash Consideration**” has the meaning set forth in Section 1.01 of the Disclosure Schedules.

“**Affiliate**” of a specified Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble of this Agreement.

“**Agreement Dispute**” has the meaning set forth in Section 11.10.

“**Alternative Transaction**” has the meaning set forth in Section 9.01(f).

“**Assigned Books and Records**” has the meaning set forth in Section 2.01(e).

“**Assigned Contracts**” has the meaning set forth in Section 2.01(b).

“**Assigned Intellectual Property Assets**” has the meaning set forth in Section 2.01(d).

“**Assumed Liabilities**” has the meaning set forth in Section 2.03.

“**Auction**” means an auction conducted by Seller in accordance with the Bidding Procedure Order.

“**Avoidance Actions**” means any and all claims and causes of action of Seller arising under the Bankruptcy Code or similar state law claims, including under chapter 5 of the Bankruptcy Code.

“**Bankruptcy Code**” means Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq., as amended.

“**Bankruptcy Court**” has the meaning set forth in the recitals of this Agreement.

“**Bidding Procedures Order**” means the Order of the Bankruptcy Court establishing the date by which qualified bids meeting the requirements approved in such Order must be submitted by bidders and establishes procedures for the Auction process and entered on January 28, 2025, at docket number 474 in the Chapter 11 Cases.

“**Bill of Sale**” means a bill of sale and assignment and assumption agreement effecting the transfer to Buyer of the Acquired Assets and the assignment to, and assumption by, Buyer of the Assumed Liabilities, substantially in the form of Exhibit A attached hereto.

“**Books and Records**” means books, records, ledgers, files, documents, correspondence, lists, specifications, drawings, technical data, sales data, financial data and information, advertising and promotional materials, studies, reports and other materials (in whatever form or medium).

“**Business**” has the meaning set forth in the recitals of this Agreement.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York are authorized or required by Law to be closed for business.

“**Business Employee**” has the meaning set forth in Section 4.08.

“**Buyer**” has the meaning set forth in the preamble of this Agreement.

“**Buyer Closing Certificate**” has the meaning set forth in Section 7.03(d).

“**Buyer Default Termination**” has the meaning set forth in Section 2.05(c).

“**Chapter 11 Cases**” has the meaning set forth in the recitals of this Agreement.

“**Closing**” and “**Closing Date**” have the meanings set forth in Section 3.01.

“**Closing Payment**” has the meaning set forth in Section 2.05(b).

“**Closing Cash Consideration**” means (i) Two Million One Hundred Fifty Thousand U.S. dollars (\$2,150,000) *plus* (ii) the Additional Cash Consideration.

“**Confidentiality Agreement**” has the meaning set forth in Section 6.07(b).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“**Cure Claims**” has the meaning set forth in Section 2.05(d).

“**Customer Data**” means all information (including, without limitation, user data for students at home and school, teachers, parents, and schools in each case including, but not limited to, information, usage and metrics, names, addresses, e-mail addresses, telephone numbers, dates of birth, transaction data, demographic data, behavioral data, customer-related data, Internet Protocol addresses, cookies, third party tracking technologies, server logs, correspondence and other documents and information) obtained from customers or clients of the Business or visitors of www.tynker.com.

“**Debtors**” has the meaning set forth in the recitals of this Agreement.

“**Deposit**” has the meaning set forth in Section 2.05(c).

“**DIP Credit Agreement**” means that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement dated as of October 31, 2024 by and among Claudia Z. Springer, as Chapter 11 Trustee of Epic, on behalf of the Estate of Debtor Epic, Claudia Z. Springer, as Chapter 11 Trustee of Neuron Fuel, on behalf of the Estate of Debtor Neuron Fuel, Claudia Z. Springer, as Chapter 11 Trustee of Tangible Play, on behalf of the Estate of Debtor Tangible Play, the lenders party thereto and GLAS Trust Company LLC as administrative agent and as collateral agent.

“**Disclosure Schedules**” means the Disclosure Schedules delivered by Seller concurrently with the execution and delivery of this Agreement.

“**Effective Date**” has the meaning set forth in the preamble of this Agreement.

“**Effects**” has the meaning set forth in the definition of Material Adverse Change.

“**Encumbrance**” means any charge, claim (as defined in Section 101(5) of the Bankruptcy Code), pledge, condition, lien, option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, transfer restriction or other similar encumbrance.

“**End Date**” means June 16, 2025.

“**Epic**” has the meaning set forth in the recitals of this Agreement.

“**Escrow**” has the meaning set forth in Section 2.05(c).

“**Escrow Holder**” has the meaning set forth in Section 2.05(c).

“**Estate**” means the estate of Neuron Fuel.

“**Excluded Assets**” has the meaning set forth in Section 2.02.

“**Excluded Cash**” means (i) all cash deposited in any bank accounts of Seller, the Estate or Neuron Fuel as of the Closing, (ii) all cash held by Apple, Inc., Google, LLC, Stripe, Inc., Paypal, Inc., Shopify, Inc., or Amazon.com, Inc. (or any of their respective Affiliates) for the benefit of Seller or the Estate as of the Closing, (iii) any cash of Seller or the Estate in transit as of the Closing, (iv) all cash equivalents and securities of Seller or the Estate as of the Closing and (v) all deposits, advances, and prepaid items held by or for the benefit of Seller or the Estate as of the Closing.

“**Excluded Liabilities**” has the meaning set forth in Section 2.04.

“**Fraud**” means an actual and intentional fraud (i) by Seller in the making of the express representations and warranties in Article IV or (ii) by Buyer in the making of the express representations and warranties in Article V; provided that such Fraud shall only be deemed to exist if, at the time such representation or warranty was made, (a) such representation or warranty was materially inaccurate, (b) the Party making such representation or warranty had actual knowledge (and not imputed or constructive knowledge), without any duty of inquiry or investigation, of the material inaccuracy of such representation or warranty, (c) such Party made such materially inaccurate representation or warranty with the specific intent to deceive the other Party and induce such other Party to enter into this Agreement and (d) the other Party acted in justifiable reliance on such materially inaccurate representation or warranty and suffered or incurred actual financial injury as a result of such reliance. For the avoidance of doubt, “Fraud” shall not include any cause of action based on constructive or imputed knowledge, equitable fraud, constructive fraud, promissory fraud or any tort (including a claim for fraud) based on negligence, recklessness or any similar theory.

“**Guaranty**” has the meaning set forth in the recitals of this Agreement.

“**GLAS**” means GLAS Trust Company LLC.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Authorization**” means any consent, franchise, license, registration, permit, order or approval issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law, including, as the

context may require, any declarations or filings with, or expiration of waiting periods imposed by, any such Governmental Authority.

“Intellectual Property” means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all trade secrets and confidential or proprietary business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (f) all computer software and programs (whether in source code, object code, or other form), firmware, software, models, algorithms, methodologies, databases, compilations, data, all technology supporting the foregoing, and all documentation, including user manuals and training materials, programmers’ annotations, notes, and other work product used to design, plan, organize, maintain, support or develop, or related to any of the foregoing; (g) all rights of publicity, privacy rights, and rights to personal data; (h) all copies and tangible embodiments of any of the foregoing (in whatever form or medium), and (i) all rights and remedies (including the right to sue for and recover damages) against future infringement, misappropriation, or other violation relating to any of the foregoing.

“Intellectual Property Assignment Agreements” means one or more assignment agreements in a customary form to be agreed to by Buyer and Seller effecting the transfer of all right, title and interest in the Assigned Intellectual Property Assets to Buyer.

“Intellectual Property Registrations” means, as to any Intellectual Property, any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“Knowledge of Seller” or any other similar knowledge qualification, means the actual knowledge of the Trustee.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or rule of law of any Governmental Authority.

“Lenders” means each of the lenders of the Debtors for borrowed money.

“Liabilities” means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, accrued or unaccrued, matured or unmatured or otherwise.

“**Litigation Trust**” means any litigation or liquidation trust or similar vehicle that may be established in connection with a chapter 11 plan in the Chapter 11 Cases to, among other things, prosecute Avoidance Actions and other claims and causes of actions.

“**Litigation Trustee**” means any trustee or similar administrator that may be appointed in connection with any Litigation Trust.

“**Losses**” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and diminution in value; provided, however, that “Losses” will not include, except in the case of Fraud or to the extent actually awarded to a Governmental Authority or other third party, punitive damages, exemplary or special damages, lost profits, consequential damages that were not reasonably foreseeable as a result of the applicable claim giving rise to such damages (other than, for the avoidance of doubt, any loss or damage calculated based on a multiplier, or other enhancing measure, of actual damages), or any loss or damage that is calculated based on a multiple, or other enhancing measurement, of actual damages.

“**Material Adverse Change**” means any event, occurrence, state of facts or development, condition or change (collectively, “**Effects**”) that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the Acquired Assets, Assumed Liabilities, results of operations and financial condition of the Business, all taken as a whole; provided, however, that the following shall not be deemed to constitute, and shall not be taken into account in determining whether there has been or would reasonably be expected to be, a “**Material Adverse Change**”: (i) Effects that generally affect the industry or industries in which the Business operates, (ii) any Effects arising from general business, political or economic conditions or the financial, credit or securities markets, including any disruptions thereof or changes in monetary policy, inflation, interest rates, exchange rates or stock or bond prices, (iii) Effects arising out of, or attributable to, acts of God, calamities, natural disasters, global or national health concern, epidemic, pandemic, acts of terrorism, the commencement or escalation of any hostilities or war (whether declared or undeclared), or any social conditions or any other *force majeure*; (iv) changes in GAAP or in accounting rules applicable to Seller, the Estate or the Debtors, (v) any changes in Law of any Governmental Authority or interpretations thereof, (vi) any action taken by Seller, the Estate or the Debtors on or after the date of this Agreement at the written request or with the written consent of Buyer, whether pursuant to this Agreement or otherwise, the taking of any action contemplated by this Agreement, failure to take any action if such action is prohibited by this Agreement or Buyer’s failure to consent to any of the actions restricted in Section 6.06, (vii)(A) the commencement or pendency of the Chapter 11 Cases, the financial condition of the Seller, the Estate and the Debtors as a result of the commencement of the Chapter 11 Cases or from any action approved by the Bankruptcy Court, (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated by this Agreement, (2) the Sale Order or the reorganization or liquidation of Seller or its Affiliates, or (3) the assumption or rejection of any Assigned Contract; or (C) any Order of the Bankruptcy Court or any actions or omissions of Seller or its Affiliates in compliance with such Orders, (viii) the negotiation, announcement, pendency or performance of the transactions contemplated by this Agreement or any other Transaction Document or the identity, nature or ownership of Buyer or Buyer’s plans with respect to the Business, Acquired Assets, Assumed Liabilities and Business Employees, including the impact on the relationships, contractual or otherwise, of the Business

with employees, customers, lessors, suppliers, vendors or other commercial partners or litigation arising from or relating to this Agreement or the transactions contemplated by this Agreement, (ix) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Buyer or its Affiliates or Representatives), (x) any action taken by Buyer or its Affiliates with respect to the transactions contemplated by this Agreement or the financing of such transactions or any breach by Buyer of this Agreement, (xi) the matters set forth on the Disclosure Schedules and any changes or developments in, or Effects or results arising from or relating to, the matters set forth on the Disclosure Schedules, provided further that the Effects described in clauses (i) through (v) shall be taken into account in determining whether a Material Adverse Change exists, has occurred or would reasonably be expected to occur only to the extent such Effects have had or would reasonably be expected to have a disproportionate and adverse effect on the Business relative to other similarly situated participants in the industries and geographic areas in which the Business operates generally.

“Material Contract” means any Contract that is an Acquired Asset and is an inbound license for use of Intellectual Property, other than any such Contract for a non-exclusive license (i) to commercially available, off-the-shelf software, or (ii) from a contractor, subcontractor or other vendor in the ordinary course of business incidental to the products or services provided by such Person.

“Neuron Fuel” has the meaning set forth in the recitals of this Agreement.

“Neuron Fuel Privacy Policy” has the meaning set forth in Section 6.13(a).

“Non-Recourse Person” has the meaning set forth in Section 11.10.

“Order” means any award, injunction, judgment, decree, writ, order, ruling, stipulation, subpoena, determination, verdict or other decision issued, promulgated or entered by or with any Governmental Authority.

“Parent” has the meaning set forth in the recitals of this Agreement.

“Party” or **“Parties”** has the meaning set forth in the preamble of this Agreement.

“Permitted Encumbrances” means (a) mechanics’, carriers’, workers’, repairers’ and similar statutory Encumbrances with respect to amounts not yet due or delinquent or the validity of which is being contested in good faith; (b) Encumbrances arising under worker’s compensation, unemployment insurance, social security, retirement and similar Laws for amounts which are not delinquent; (c) Encumbrances arising under purchase price conditional sales contracts and equipment leases with third parties; (d) Encumbrances for utilities and Taxes and Tax assessments that are not yet due or payable, or which are being contested in good faith by appropriate proceedings, or the nonpayment of which is permitted or required by the Bankruptcy Code; (e) rights and licenses with respect to Assigned Intellectual Property Assets granted to third-parties in the ordinary course of business consistent with past practice, (f) easements, rights of way, restrictive covenants, encroachments and similar non-monetary Encumbrances or non-monetary impediments against any of the Acquired Assets, in each case, that do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets and, in the case of the

real property, that do not, individually or in the aggregate, adversely affect the use or occupancy of such real property as it relates to the operation of the Business, (g) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law, and (h) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Sale Order. In addition, Encumbrances of the Lenders shall constitute Permitted Encumbrances prior to the Closing but will be released at Closing to the extent set forth in the Sale Order and shall not constitute Permitted Encumbrances from and after the Closing.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

“**Personal Information**” means all information in the possession or control of Seller or the Estate and used or held for use in, or otherwise related to, the Business in any form or media that identifies, could be used to identify or is otherwise related to an individual person or household (including any current, prospective, or former customer, end user or employee), in addition to any definition for “personal information” or any similar term provided by applicable Law, in the Neuron Fuel Privacy Policy or Contracts.

“**Petition Date**” has the meaning set forth in the recitals of this Agreement.

“**Projections**” has the meaning set forth in Section 11.12(b).

“**Purchase Price**” has the meaning set forth in Section 2.05(a).

“**Recourse Party**” has the meaning set forth in Section 11.10.

“**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“**Sale Order**” means an Order of the Bankruptcy Court in form and substance reasonably satisfactory to Buyer, pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code authorizing and approving the transactions contemplated by this Agreement.

“**Seller**” has the meaning set forth in the preamble of this Agreement.

“**Seller Closing Certificate**” has the meaning set forth in Section 7.02(d).

“**Seller Employee Benefit Plan**” means each individual employment, retention, indemnification, severance, change of control and consulting agreement with any Business Employee to which Neuron Fuel is a party and each “employee benefit plan” within the meaning of Section 3(3) of ERISA, and each severance, retention, employment, consulting, “change of control”, bonus, incentive (equity-based, equity-related or otherwise), deferred compensation, employee loan, welfare benefit, fringe benefit and other benefit plan, agreement, program, policy, commitment or other arrangement, whether or not subject to ERISA, in each case sponsored, maintained or contributed to, or required to be sponsored, maintained or contributed to, by Neuron Fuel or any other Person that, together with Neuron Fuel, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code (each, a “**Commonly Controlled Entity**”), or with

respect to which Neuron Fuel or any Commonly Controlled Entity has any Liability, in each case providing any compensation or benefits to any Business Employee.

“**Successful Bidder**” has the meaning set forth in the Bidding Procedures Order.

“**Tangible Play**” has the meaning set forth in the recitals of this Agreement.

“**Tax**” or “**Taxes**” means a tax or taxes of any kind or nature, or however denominated, including liability for federal, state, provincial, local or foreign income, net or gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, escheat, unclaimed property, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing, including any transferee or secondary liability for a tax and any liability assumed by agreement or arising as a result of being or ceasing to be a member of any affiliated group, or being included or required to be included in any tax return relating thereto.

“**Tax Return**” means, with respect to any Tax, any information return for such Tax, and any return, report, statement, declaration, claim for refund or document filed or required to be filed under the Law for such Tax.

“**Transaction Documents**” means this Agreement; the Bill of Sale; the Intellectual Property Assignment Agreements; the Confidentiality Agreement; the Guaranty; and the other agreements, instruments and documents required to be delivered at the Closing.

“**Transferred Employee**” has the meaning set forth in Section 6.09.

“**Transfer Taxes**” means all foreign, federal, state and local sales, transfer, gross receipts, excise, value-added, use, registration, recording, stamp and other such Taxes and other similar Taxes that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets.

“**Transferred AR**” has the meaning set forth in Section 2.01(a).

“**Trustee**” has the meaning set forth in the recitals of this Agreement.

“**Trustee Appointment Date**” means September 23, 2024.

ARTICLE II PURCHASE AND SALE

Section 2.01. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein and pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, at the Closing, but subject to Section 2.07, Seller, on behalf of the Estate, will sell, assign, transfer, convey, and deliver to Buyer, and Buyer will purchase from Seller, free and clear of any Encumbrances other

than Permitted Encumbrances, all of the Estate's right, title and interest in, to, and under the following assets of the Estate as the same may exist as of the Closing and to the extent used or held for use in connection with the Business (collectively, the "**Acquired Assets**"):

(a) all accounts receivable (including the credit card receivable due from Brex, Inc.) and other claims for money or any other debts due to Seller, the Estate, Neuron Fuel, or the Business, in each case, arising under any of the Assigned Contracts or any other Acquired Asset, except for (i) those accounts with a net credit balance due to a party other than Seller or the Business and (ii) those described in Section 2.02(a)(2) (collectively, the "**Transferred AR**");

(b) All (i) Contracts between Neuron Fuel and any school or school district or other customer, including but not limited to, all purchase orders and invoices, all privacy agreements, all consumer lifetime plan and other subscriptions with active and past customers, in each case including, but not limited to, as set forth in Section 2.01(b) of the Disclosure Schedules, (ii) Contracts set forth in Section 2.01(b) of the Disclosure Schedules, including all rights and benefits thereunder (collectively, the "**Assigned Contracts**");

(c) all computers and servers that are primarily used or held for use in the Business, including as set forth in Section 2.01(c) of the Disclosure Schedules;

(d) (i) the Intellectual Property Registrations set forth in Section 2.01(d)(i) of the Disclosure Schedules; and (ii) all other Intellectual Property of the Estate to the extent used or held for use in the Business, in the case of each of the foregoing clauses (i) and (ii), including all rights thereunder, remedies against future infringement and rights to protection of interests therein under the Laws of all jurisdictions (collectively, the "**Assigned Intellectual Property Assets**");

(e) originals or copies of all Books and Records to the extent related to the Business and the Transferred AR (the "**Assigned Books and Records**"); provided, however, that the Seller will be entitled to retain copies of any Assigned Books and Records it deems reasonably necessary for its human resources, accounting, Tax, legal or other business purposes, and to share copies of the Assigned Books and Records with any successors to the Trustee or with such Persons as the Seller determines appropriate;

(f) (i) claims, causes of action and other legal rights and remedies against other Persons (including for royalties, fees or other income, future infringement, misappropriation or violation of, any of the Acquired Assets), in each case, solely to the extent arising from the Acquired Assets or the Assumed Liabilities (and, for the avoidance of doubt, excluding the Avoidance Actions and similar claims and causes of action), and (ii) all rights of indemnity, warranty rights, guaranties received from vendors, suppliers, or manufacturers, rights of contribution, rights to refunds, rights of reimbursement, and other rights of recovery possessed by the Estate against other Persons, in each case, solely to the extent arising from the other Acquired Assets or the Assumed Liabilities (and, for the avoidance of doubt, excluding the Avoidance Actions and similar claims and causes of action) and, in case of both clauses (i) and (ii), excluding Actions or other legal rights and remedies described in Section 2.02(a)(8) and Section 2.02(a)(9);

(g) all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to Buyer and excluding Governmental Authorizations or pending applications therefor required for the continued operation of an Excluded Asset;

(h) all Tynker merchant processing accounts with counterparties to Assigned Contracts, including without limitation Stripe, Paypal, IOS and Google;

(i) all Customer Data, to the extent such transfer is not prohibited by applicable Laws; and

(j) all rights under non-disclosure or confidentiality, invention and Intellectual Property assignment agreements with current or former employees, consultants or contractors of Debtors or with third parties to the extent primarily related to and executed for the benefit of the Business or the Acquired Assets.

Section 2.02. Excluded Assets.

(a) With the exception of the Acquired Assets, Buyer shall not acquire any of Seller's, the Estate's or Neuron Fuel's assets, properties, or rights of any kind and nature, whether real, personal or mixed, tangible or intangible (collectively, the "**Excluded Assets**"). However, notwithstanding anything herein to the contrary, the Acquired Assets shall not include and the Excluded Assets shall include:

- (1) all bank accounts of Seller, the Estate or Neuron Fuel;
- (2) (i) all Excluded Cash, and other cash of Seller including the Purchase Price and (ii) all cash equivalents and securities of Seller, the Estate or Neuron Fuel;
- (3) except for the Transferred AR, all accounts receivable and other claims for money due to Seller from any Debtors or other Affiliates of Seller or Neuron Fuel;
- (4) all Contracts other than the Assigned Contracts;
- (5) all furniture, fixtures, office equipment, supplies, and other tangible personal property;
- (6) (i) all Intellectual Property, including Intellectual Property Registrations and all rights under such Intellectual Property, remedies against infringement and rights to protection of interests therein under the Laws of all jurisdictions, in each cases, other than the Assigned Intellectual Property Assets and (ii) any rights in, relating to, or for use or exploitation of, any trademark, service mark, brand name, certification mark, trade name, corporate name, domain name or other indication of source or origin that includes, is based on, relates to or is likely to be confused with the terms "Epic! Creations", "Epic", "Tangible Play," "Osmo," or any other similar term or derivative thereof;
- (7) all Books and Records other than the Assigned Books and Records;

(8) all Actions or other legal rights and remedies of any kind against any Person (i) arising out of or related to pre-Closing conduct, including the Avoidance Actions, or otherwise harming Seller (or any successors to the Trustee, including any Litigation Trustee), the Estate or Neuron Fuel, other than the Acquired Avoidance Actions or (ii) arising out of or related to any of the Excluded Assets and Excluded Liabilities;

(9) (i) all rights of indemnity, warranty rights, guaranties received from vendors, suppliers, or manufacturers, rights of contribution, and other rights of recovery possessed by Seller, the Estate or Neuron Fuel against other Persons and based on facts or circumstances occurring or arising prior to the Closing Date or (ii) all rights to refunds and rights of reimbursement;

(10) (i) any rights of Seller, the Estate or Neuron Fuel with respect to any Tax refund, credit or similar Tax asset relating to taxable periods (or portions thereof) ending on or prior to the Closing Date and (ii) any Tax Returns and records of Seller, the Estate or Neuron Fuel;

(11) (i) the organizational documents, qualifications to conduct business as a foreign company, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, minute books, equity transfer books, and any other documents relating to the governance, organization, maintenance and existence of the Seller, the Estate or Neuron Fuel and (ii) all capital stock, membership interest, limited liability company interests, partnership interests or other equity interest in Epic, Tangible Play, Neuron Fuel or any other Person;

(12) all property, casualty, workers' compensation, directors and officers and other insurance policies or related insurance services Contracts held by Seller, the Estate or Neuron Fuel, and any rights of Seller, the Estate or Neuron Fuel under any such insurance policy or Contract;

(13) any Seller Employee Benefit Plans and corresponding assets, any rights of the Seller, the Estate or Neuron Fuel in the Seller Employee Benefit Plans;

(14) the rights that accrue or will accrue to Seller under the Transaction Documents; and

(15) the assets, properties and rights set forth in Section 2.02(a)(14) of the Disclosure Schedules.

(b) Buyer shall have the right, exercisable in Buyer's sole discretion at any time prior to one (1) Business Day prior to the Closing Date to designate any Assigned Contract set forth on Section 2.01(b) of the Disclosure Schedules as an Excluded Asset; provided, however, that (i) if Buyer exercises Buyer's right to designate any Assigned Contract as an Excluded Asset, the Purchase Price shall not be reduced as a result of such designation; and (ii) for the avoidance of doubt, once an Assigned Contract is designated as an Excluded Asset pursuant to the foregoing, such Assigned Contract shall be no longer be deemed an Assigned Contract and shall be deemed an Excluded Asset for all purposes under this Agreement and the Trustee shall have the right to reject such Contract.

Section 2.03. Assumed Liabilities. Subject to the terms and conditions set forth herein, at the Closing, Buyer shall assume and agree to pay, perform and discharge when due only the following Liabilities and obligations of Seller, the Estate and Neuron Fuel (collectively, the “**Assumed Liabilities**”):

(a) (i) all Liabilities and obligations arising under or relating to the Assigned Contracts, but solely to the extent such Liabilities and obligations are to be performed on or after the Closing and (ii) all accounts payable and trade payables arising under or relating to the Assigned Contracts to the extent related to goods received by or services rendered to the Business after the Petition Date and prior to the Closing;

(b) the Cure Claims;

(c) [RESERVED]; and

(d) all other Liabilities and obligations arising out of or relating to Buyer’s ownership, use or operation of the Acquired Assets on or after the Closing.

Section 2.04. Excluded Liabilities. Buyer will not assume and will not be responsible to pay, perform or discharge any Liabilities of Seller, the Estate or Neuron Fuel of any kind or nature whatsoever, including any intercompany obligations, except to the extent such Liabilities are Assumed Liabilities (the “**Excluded Liabilities**”), “**Excluded Liabilities**” shall include, but shall not be limited to, all of the Liabilities and obligations set forth on Schedule 2.04 of the Disclosure Schedules.

Section 2.05. Purchase Price and Deposit; Cure Claims.

(a) The aggregate purchase price for the Acquired Assets is (i) the Closing Cash Consideration, plus (ii) the assumption of Assumed Liabilities (collectively, the “**Purchase Price**”).

(b) At the Closing, Buyer shall (i) pay to the Seller an amount in cash equal (x) the Closing Cash Consideration minus (y) the Deposit (and any and all interest that may have accrued thereon), by wire transfer of immediately available funds to an account designated in writing by the Seller to Buyer no later than one (1) Business Day prior to the Closing Date (collectively, the “**Closing Payment**”) and (ii) direct the Escrow Holder to disburse the Deposit (and any and all interest that may have accrued thereon) to Seller.

(c) Upon submission of this Agreement for consideration as a bid for the Acquired Assets, Buyer shall, in accordance with the Bidding Procedures Order, deliver into a segregated account (the “**Escrow**”) maintained by an escrow holder designated by Seller (the “**Escrow Holder**”) the sum of Two Hundred Fifteen Thousand U.S. dollars (\$215,000) (the “**Deposit**”) in immediately available funds. The Deposit shall become nonrefundable upon the earlier of (i) the entry of the Sale Order approving Buyer as the Successful Bidder and satisfaction by all parties of all conditions set forth in ARTICLE VII, and the absence of any restriction, limitation, or prohibition on Buyer’s right to acquire the Acquired Assets in the manner, and under the terms and conditions, set forth in this Agreement except where any such restriction, limitation, or prohibition is caused by an act or omission of Buyer, and (ii) Seller’s termination of the

transaction contemplated by this Agreement in accordance with Section 9.01(c) (a “**Buyer Default Termination**”). At the Closing, the Deposit, and any and all interest that may have accrued thereon, shall be delivered to Seller and credited toward payment of the Purchase Price. In the event the Deposit becomes non-refundable by reason of a Buyer Default Termination, the Parties shall cause the Escrow Holder to immediately disburse the Deposit, and any and all interest that may have accrued thereon, to Seller to be retained by Seller for Seller’s own account as liquidated damages. If this Agreement is terminated in accordance with Section 9.01 other than due to a Buyer Default Termination, the Escrow Holder shall return the Deposit in accordance with Section 9.02(c)

(d) With respect to each of the Assigned Contracts assigned to Buyer on or after the Closing Date pursuant to the Sale Order, Buyer shall satisfy on the Closing Date, all Liabilities thereunder (as distinct from curing all defaults or failures to comply with provisions thereunder that may not be cured by the mere payment of money) (i) accruing or arising at any time prior to or after the Petition Date, or (ii) arising from or relating to any act, event, or occurrence prior to the Petition Date that are required to be paid pursuant to § 365 of the Bankruptcy Code in order to assume and assign the Assigned Contracts to Buyer (collectively, “**Cure Claims**”).

Section 2.06. Withholding Tax. Buyer shall not be entitled to deduct and withhold any Taxes from the Purchase Price or any other amounts otherwise payable pursuant to this Agreement, except for any Taxes required to be withheld from the amounts payable to Seller under Section 1445 of the Tax Code to the extent resulting from a Seller’s failure to provide to Buyer an IRS Form W-9 or IRS Form W-8, as applicable, executed by each Seller or each Seller’s regarded owner for U.S. federal income Tax purposes.

Section 2.07. Third Party Consents. If the assignment by a Seller to Buyer of the Estate’s rights under any Contract constituting an Acquired Asset, or any other Acquired Asset, would be a violation of applicable Law or require the consent of, or prior notification to, another Person, this Agreement will not constitute an agreement to assign such Contract or other Acquired Asset if an attempted assignment would constitute a breach thereof or be unlawful, and Seller and Buyer shall use commercially reasonable efforts to obtain any such required consent(s), including approval for a novation of any Assigned Contracts (to the extent that the Sale Order or other Order of the Bankruptcy Court does not eliminate the requirement to obtain the prior consent of or notification to any one or more counterparties to a Contract) as promptly as possible. Except to the extent that the Sale Order or other Order of the Bankruptcy Court eliminates the requirement to obtain the prior consent of or notification to any one or more counterparties to a Contract, no Contract set forth in Section 2.01(b) of the Disclosure Schedules that requires the consent of, or prior notification to, another Person for the Seller to assign such Contract to Buyer shall be assigned to Buyer pursuant to this Agreement until such consent shall be obtained or notification shall be made. If any such consent shall not be obtained or notification made or novation approved, or if any attempted assignment would be ineffective or would impair Buyer’s rights under the Acquired Asset in question so that Buyer would not in effect acquire the benefit of all such rights: (i) for a period of up to six (6) months following the Closing Date (or until, if sooner, the closing of the Chapter 11 Cases or the dissolution of Seller), Seller, as permitted by Law, shall, to the extent Seller is able, cooperate, as permitted by Law, with Buyer in any commercially reasonable arrangement designed to provide such benefits to Buyer, and (ii) Buyer shall reimburse Seller for any out-of-

pocket costs actually paid by Seller or the Estate to the other party to such Assigned Contract; provided, however, that when practicable Seller shall provide Buyer advance notice before incurring such costs and Buyer may, in its sole discretion, waive the requirements of Seller to perform under this Section 2.07 with respect to the applicable Assigned Contract rather than cause Seller to incur any such out-of-pocket costs.

ARTICLE III CLOSING

Section 3.01. Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “**Closing**”) will take place through the electronic exchange of documents and signatures, which process will be coordinated by Jenner & Block LLP, (i) on the third (3rd) Business Day following the satisfaction or waiver of each of the conditions set forth in ARTICLE VII (other than those conditions which can be satisfied only at the Closing, but subject to the satisfaction or waiver of such conditions at Closing) or (ii) at such other time, date or place as the Seller and Buyer may mutually agree upon in writing; provided, however, that such other time or date shall be on or before the End Date. The date on which the Closing is to occur is herein referred to as the “**Closing Date**,” and the Closing shall be deemed to have occurred at 11:59 pm prevailing Eastern Time on the Closing Date.

Section 3.02. Closing Deliverables.

(a) At the Closing, Seller will deliver or cause to be delivered to Buyer the following, each of which shall be duly executed by Seller:

- (1) a copy of the Sale Order entered by the Bankruptcy Court;
- (2) the Bill of Sale;
- (3) the Intellectual Property Assignment Agreements; and
- (4) the Seller Closing Certificate.

(b) At the Closing, Buyer will deliver to the Seller the following, each of which shall be duly executed by Buyer (if applicable):

- (1) the Closing Payment;
- (2) instructions to the Escrow Holder to deliver the Deposit (and any and all interest that may have accrued thereon) to Seller;
- (3) the Intellectual Property Assignment Agreements; and
- (4) the Buyer Closing Certificate.

Section 3.03. Prorations. Taxes (other than Transfer Taxes and Taxes imposed or assessed on income) shall be prorated between Seller and Buyer as of the Closing Date.

Section 3.04. Transfer Taxes. All Transfer Taxes shall be borne by Buyer. Buyer shall timely file all Tax Returns for Transfer Taxes to the extent required by applicable Law and pay all Taxes reflected on such Tax Returns. Buyer and Seller each agree to take such actions and to execute such certificates and other documents as from time to time shall be reasonably requested by each other in order to minimize the amount of any Transfer Taxes.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in, and in all cases subject to, the Disclosure Schedules, Seller represents and warrants to Buyer, as of the date hereof, as follows:

Section 4.01. Organization and Qualification of Seller. To the Knowledge of Seller, (a) Neuron Fuel is duly organized, validly existing and in good standing under and by virtue of the applicable laws of the place of its incorporation or establishment and subject to any restriction on account of Neuron Fuel's status as a "debtor" under the Bankruptcy Code, (b) the Estate has full power and authority to own, operate, or lease the properties and assets now owned, operated, or leased by it (c) the Estate is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Acquired Assets or the operation of its business as currently conducted makes such licensing or qualification necessary, except where the failure to be so licensed or qualified does not currently have and would not reasonably be expected to result in a Material Adverse Change.

Section 4.02. Authority of Seller. Subject to the entry of the Sale Order in the Chapter 11 Cases, (i) Seller has full power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out, and to cause the Estate to carry out, their respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby; (ii) the execution and delivery by Seller of this Agreement and any other Transaction Document to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by any necessary action on the part of Seller; and (iii) this Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other applicable laws now or hereafter in effect of general application affecting enforcement of creditors' rights and to general principles of equity.

Section 4.03. No Conflicts; Consents. Except as set forth on Section 4.03 of the Disclosure Schedules, to the Knowledge of Seller and subject to the entry of the Sale Order in the Chapter 11 Cases, the execution, delivery and performance by Seller of the Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, bylaws or other organizational documents of Neuron Fuel; (b) conflict with or result in a violation or breach of any provision of any Law applicable to Seller, Neuron Fuel or the Estate; (c) except as set forth in Section 4.03(c) of the Disclosure Schedules, require the consent, notice or other action by any Person under, or conflict with, result in a violation or breach of, constitute a default or an event that would constitute a default under any

Material Contract to which Neuron Fuel is a party; (d) result in the creation or imposition of any Encumbrance on the Acquired Assets other than a Permitted Encumbrance; or (e) require the consent of, or filing with, any Governmental Authority, except for any of the foregoing in the case of clauses (b) through (e) of this Section 4.03 that would not reasonably be expected to have a Material Adverse Change.

Section 4.04. Title to Acquired Assets. The Estate and Neuron Fuel have good and valid title to, or a valid leasehold interest in, all of the Acquired Assets owned by them. All such Acquired Assets (including leasehold interests) are free and clear of Encumbrances except for Permitted Encumbrances.

Section 4.05. Intellectual Property.

(a) Section 4.05(a) the Disclosure Schedules sets forth a list as of the date hereof of all Intellectual Property Registrations in the name of Neuron Fuel and that are included in the Assigned Intellectual Property Assets. To the Knowledge of Seller, each Intellectual Property Registration is subsisting and in full force and effect with the exception of any copyrights or patents, if any, that expired at the end of their natural term.

(b) To the Knowledge of Seller, except for Permitted Encumbrances, the Estate and Neuron Fuel own or possess all necessary legal and other rights to all Assigned Intellectual Property Assets, and subject to entry of the Sale Order at Closing, Seller will deliver all such Assigned Intellectual Property Assets to Buyer free and clear of all Encumbrances other than Permitted Encumbrances.

(c) Seller has not received any, and to the Knowledge of Seller, Neuron Fuel has not received any, written notice since the Trustee Appointment Date that the Assigned Intellectual Property Assets infringe upon or otherwise violate any Intellectual Property of any third party that remains unresolved. Seller has not received service of process or been charged in writing as a defendant, and to the Knowledge of Seller, Neuron Fuel has not received service of process or been charged in writing as a defendant, since the Trustee Appointment Date, in any claim, suit, action or legal proceeding that alleges that any of the Assigned Intellectual Property Assets infringe any Intellectual Property right of any third party, which has not been finally adjudicated prior to the Closing Date. To the Knowledge of Seller, there is no pending dispute, including any claim or threatened claim, with respect to the Assigned Intellectual Property Assets: (i) contesting the right of Seller, the Estate or Neuron Fuel to use, exercise, sell, license, transfer or dispose of any of the Assigned Intellectual Property Assets; or (ii) challenging the ownership, validity or enforceability of any of the Assigned Intellectual Property Assets.

(d) Seller has not, and to the Knowledge of Seller, the Estate and Neuron Fuel have not, during the past three (3) years, brought any legal actions or lawsuits alleging infringement, misappropriation or other violation by another party of any of the Assigned Intellectual Property Assets.

Section 4.06. Legal Proceedings. To the Knowledge of Seller, there are no Actions pending or threatened in writing against or by Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To the Knowledge of

Seller, no event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

Section 4.07. Legal Compliance. To the Knowledge of Seller, since the Trustee Appointment Date, (a) Neuron Fuel's conduct of the Business and operation of the Acquired Assets has complied in all material respects with all applicable Laws, and (b) no Action against Neuron Fuel has been filed or threatened against Neuron Fuel with respect to the conduct of the Business alleging any material failure to comply with applicable Law.

Section 4.08. Employment Matters. To the Knowledge of Seller, Section 4.08 of the Disclosure Schedules sets forth a list, as of the date of this Agreement, of each individual employed by Neuron Fuel who provides services primarily with respect to the Business as of the date hereof, including those individuals who are temporarily absent from active employment or who have rights to return to employment under Neuron Fuel's policies and/or Law (such employees (excluding any such employees who resign or are terminated in accordance with the terms of this Agreement after the date hereof) together with any employees hired by Neuron Fuel in the ordinary course of business after the date hereof who provide services primarily with the respect to the Business, the "**Business Employees**"), including their respective job titles. To the Knowledge of Seller, Neuron Fuel is in compliance in all material respects with all applicable Laws with respect to employment and employment practices, classification of employees, immigration, visa, and workers' compensation.

Section 4.09. Taxes. Except as set forth on Section 4.09 of the Disclosure Schedules, to the Knowledge of Seller, (a) Neuron Fuel (or an Affiliate of Neuron Fuel) has timely filed all income and other material Tax Returns that it was required to file with respect to the Business and the Acquired Assets, (b) such Tax Returns are true, correct, and complete in all material respects, and (c) Neuron Fuel has timely paid all material Taxes (whether or not shown on such Tax Returns) with respect to the Acquired Assets and the Business in particular (as opposed to the assets and business of Neuron Fuel and its Affiliates more generally).

Section 4.10. Brokers. Except to the extent payable solely by Seller, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

Section 4.11. No Material Adverse Change. To the Knowledge of Seller, since the Trustee Appointment Date there has not been a Material Adverse Change.

Section 4.12. Exclusivity of Representations and Warranties. Neither Seller nor the Estate, Neuron Fuel any other Person is making, and none of Buyer or any of its Affiliates or its or their Representatives has relied, is relying or will rely on, any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to Seller, the Estate or Neuron Fuel (including any representation or warranty relating to the condition (financial or otherwise), results of operations, assets or liabilities of Seller, the Estate or Neuron Fuel), except as expressly set forth in this ARTICLE IV as modified by and subject to the Disclosure Schedules, and Seller hereby disclaims any such other representations or warranties.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the date hereof, as follows:

Section 5.01. Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware.

Section 5.02. Authority of Buyer. Buyer has full power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or effecting creditors' rights and to general principles of equity.

Section 5.03. No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, bylaws, certificate of formation, limited liability company agreement or other organizational documents of Buyer; (b) conflict with or result in a violation or breach of any provision of any Law applicable to Buyer; (c) require the consent, notice or other action by any Person under, or conflict with, result in a violation or breach of, constitute a default or an event that would constitute a default under any material contract to which Buyer is a party; or (d) require the consent of, or filing with, any Governmental Authority, except for any of the foregoing in the case of clauses (b) through (d) of this Section 5.03 that would not reasonably be expected to have a material adverse effect on the Buyer's ability to consummate the transactions contemplated by, and discharge its obligations under, this Agreement and the other Transaction Documents to which it is a party.

Section 5.04. Financing. As of the date of this Agreement, Buyer has access to, and as of the Closing Date Buyer will have, sufficient cash in immediately available funds (a) to pay the Closing Payment and all of its fees and expenses in order to consummate the transactions contemplated by this Agreement, and (b) to perform all of its obligations pursuant to, and to consummate the transactions contemplated by, this Agreement and each of the other Transaction Documents to which it is a party. Buyer acknowledges that its obligations set forth in this Agreement are not contingent or conditioned upon any Person's ability to obtain financing for or in connection with the transactions contemplated by this Agreement.

Section 5.05. Certain Arrangements. There are no Contracts, undertakings, commitments, agreements or obligations, whether written or oral, between any of Buyer, its

Affiliates or its and their Representatives, on the one hand, and any member of the management of Seller or any Affiliate of Seller, any holder of equity or debt securities of Seller or any lender or creditor of Seller or any Affiliate of Seller, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the transactions contemplated by this Agreement or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of Seller or any of its Affiliates to entertain, negotiate or participate in any such transactions.

Section 5.06. WARN Act and Mass Layoffs. Buyer does not currently plan or contemplate any plant closings, reduction in force, terminations of employees, or similar personnel actions impacting Business Employees that would trigger obligations under the WARN Act or similar Laws.

Section 5.07. Brokers. Except to the extent payable solely by Buyer, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.08. Legal Proceedings. There are no Actions pending or threatened in writing against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

Section 5.09. Solvency. Immediately after giving effect to the transactions contemplated by this Agreement, Buyer shall be solvent and shall (a) be able to pay its debts as they become due; (b) own property having a fair saleable value greater than the amounts required to pay debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of Buyer. In connection with the transaction contemplated hereby, Buyer has not incurred, nor does it plan to incur, debts beyond its ability to pay as they become absolute and matured.

Section 5.10. Guaranty. Buyer has delivered to Seller a true, accurate and complete copy of the fully executed Guaranty, including all amendments, exhibits, attachments, appendices and schedules thereto as of the date hereof, of Parent in favor of Seller for the purpose of guaranteeing the due and punctual payment and performance by Parent of the Obligations (as defined in the Guaranty) upon the terms and subject to the conditions set forth therein. Assuming the due execution and delivery of the Guaranty by each other party thereto, the Guaranty is in full force and effect and is a legal, valid, binding and enforceable obligation of Parent except as enforcement may be limited by general principles of equity and applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors' rights and remedies generally.

ARTICLE VI COVENANTS

Section 6.01. Availability of Books and Records.

(a) Seller (or any successors to the Trustee, including any Litigation Trustee) shall be entitled to maintain a copy of all digital Assigned Books and Records (other than computer software, source code, and executable code) for the sole and exclusive use of pursuing any Action related to the Excluded Assets. At all times Seller (or any successors to the Trustee, including any Litigation Trustee) shall act in accordance with the confidentiality provisions set forth in Section 6.07(b). Seller (or any successors to the Trustee, including any Litigation Trustee) shall destroy all retained copies of any Assigned Books and Records within sixty (60) days of entry of final non-appealable judgments in all Actions related to the Excluded Assets, including any Actions to collect such judgments.

(b) From and after the Closing, to the extent permitted by applicable Law, Buyer shall provide to Seller and any Litigation Trustee reasonable access (after reasonable advance written notice to Buyer, during normal business hours, at the sole cost and expense of Seller, and solely to the extent such access does not unreasonably interfere with the business of Buyer and its Affiliates) to (1) Buyer's personnel who have knowledge either of the Business prior to Closing or otherwise relevant to any Action related to the Excluded Assets and (2) all Assigned Books and Records (other than computer software, source code, and executable code) for periods prior to the Closing, for which Seller did not retain a copy pursuant to Section 6.01(a), but solely to the extent such access is reasonably required (i) in order for Seller to comply with applicable Law in connection with the Chapter 11 Cases, (ii) in connection with the liquidation and winding up of the Estate, (iii) for Tax reporting purposes, or (iv) in connection with any Litigation Trust; provided that (x) in all cases, such access is subject to an obligation of confidentiality in form and substance reasonably acceptable to Buyer and (y) nothing herein shall require Buyer to furnish to Seller or any of its Representatives with access to information that legal counsel for Buyer reasonably concludes is restricted by applicable Contract or Law, except in strict compliance with the applicable Contract or Law, or that is subject to its attorney-client privilege. Buyer shall use commercially reasonable efforts to preserve such Assigned Books and Records, subject to compliance with applicable Law and customary record-keeping policies. Such access to the Assigned Books and Records shall include reasonable access to any such information in electronic form to the extent reasonably available.

Section 6.02. Bulk Sales/Tax Clearance Waiver. The parties agree to waive compliance with the provisions of any so-called "bulk transfer law," "bulk sales law," or any similar Tax Law (including any tax clearance or certification of tax compliance Law) of any jurisdiction that may be applicable with respect to the sale of the Acquired Assets as contemplated by this Agreement; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any so-called "bulk transfer law," "bulk sales law," or any similar Tax Law (including any tax clearance or certification of tax compliance Law) of any jurisdiction shall not constitute Assumed Liabilities and shall be treated as Excluded Liabilities.

Section 6.03. Cooperation on Tax Matters; Purchase Price Allocation.

(a) Seller shall and shall cause its controlled Affiliates and Buyer shall and shall cause its controlled Affiliates to cooperate fully with each other and make available or cause to be made available to each other for consultation, inspection, and copying (at such other Party's expense) in a timely fashion such personnel, Tax data, relevant Tax Returns or portions thereof, and filings, files, books, records, documents, financial, technical and operating data, computer records, and other information as may be reasonably requested (i) for the preparation by such other Party, or of Neuron Fuel, of any Tax Returns or (ii) in connection with any Tax audit or proceeding including one Party (or an Affiliate thereof) to the extent such Tax audit or proceeding relates to or arises from the transactions contemplated by this Agreement or the operation of the Business or the ownership or use of the Acquired Assets prior to the Closing.

(b) The Purchase Price shall be allocated among the Acquired Assets as follows:

(1) During the 90 calendar days that follow the Closing Date, Buyer and Seller will use commercially reasonable efforts to agree on the fair market value of the Acquired Assets and an allocation of the Purchase Price (plus allocable expenses and all other consideration required to be taken into account under Section 1060 of the Code) among the Acquired Assets. If Buyer and Seller reach final agreement on such allocation, Buyer and Seller agree to report the federal, state, local and other Tax consequences of the purchase and sale hereunder (including in filing IRS Form 8594) in a manner consistent with such allocation and not to take any position inconsistent therewith in connection with any Tax Return, refund claim, litigation or otherwise, unless and to the extent required to do so by applicable Law.

(2) If Buyer and Seller do not reach final agreement on the fair market value of the Acquired Assets and the allocation of the Purchase Price (plus allocable expenses and all other consideration required to be taken into account under Section 1060 of the Code) among the Acquired Assets within 120 days after Closing, Buyer and Seller will each make their own determinations of such items and shall not be bound by the determinations of such amounts by any other party.

(3) Notwithstanding any other provision of this Agreement, this Section 6.03(b) shall (x) survive the consummation of the transactions contemplated by this Agreement and (y) not be binding on any allocation of the Purchase Price in the Chapter 11 Cases.

(4) Notwithstanding any other provision of this Agreement, but solely to the extent Buyer and Seller are required by applicable Law to agree on the amount or value of a particular Acquired Asset for purposes of any Transfer Tax filings or payments, Buyer and Seller shall mutually agree on a commercially reasonable estimate of the fair market value of such asset prior to the date any such Transfer Tax filing is required to be made or any such Transfer Tax payment is required to be paid (including applicable extensions). Buyer and Seller understand and agree that any agreement reached pursuant to this Section 6.03(b)(4) is reached solely for purposes of Transfer Tax filings and payments required under applicable Law, and shall in no way be regarded by the parties hereto as conclusive with respect to the allocation described in Section 6.03(b)(1) or Section 6.03(b)(2) unless expressly required under applicable Law.

Section 6.04. Retention of Tax Records. From the Closing Date to the earliest of (i) three years from the Closing Date, (ii) the expiration of the relevant statute of limitations, and (iii) the date on which the Chapter 11 Cases are closed or Seller or the Estate are dissolved, the Buyer shall, and the Seller shall or shall cause the Estate to, retain possession of all accounting, business, financial, and Tax records and information that (a) relate to the Acquired Assets, the Assumed Liabilities or the Business and are in existence and in possession of such Party on the Closing Date and (b) come into existence and possession of a Party hereto after the Closing Date but relate to the Acquired Assets, the Assumed Liabilities or the Business before the Closing Date, and each of the parties shall give the other Party notice and a reasonable opportunity to retain any such records in the event that the Party in possession of such records shall make a determination to destroy or otherwise abandon any such records. In addition, from the Closing Date to the earliest of (x) three years from the Closing Date, (y) the expiration of the relevant statute of limitations, and (z) the date on which the Chapter 11 Cases are closed or Seller or the Estate are dissolved, each Party shall provide to the other Party (after reasonable notice and during normal business hours and without charge) access to the books, records, documents, and other information relating to the Acquired Assets, the Assumed Liabilities or the Business as the requesting Party may reasonably deem necessary to properly prepare for, file, prove, answer, prosecute, and defend any Tax Return, claim, filing, Tax audit, Tax protest, suit, proceeding, or answer. Such access shall include access to any computerized information systems that contain data regarding the Acquired Assets, the Assumed Liabilities or the Business. For purposes of this Section 6.04, notice by Seller will be reasonable and sufficient if a motion for authority to abandon or destroy the subject documents is filed on the docket in the Chapter 11 Cases fourteen (14) days prior to the hearing on the motion and provides at least seven (7) days to object to the motion. The provisions contained in this Section 6.04 are intended to, and shall, supplement and not limit the generality of the provisions contained in Section 6.01.

Section 6.05. Further Assurances. Following the Closing, Seller will, and will cause its controlled Affiliates and Buyer will cause its controlled Affiliates to, at the sole cost and expense of the requesting Party, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.06. Conduct of Business Prior to the Closing. Except (i) as otherwise set forth in Section 6.06 of the Disclosure Schedules, (ii) as contemplated by this Agreement, (iii) for actions approved by Buyer in writing (which approval will not be unreasonably withheld, conditioned or delayed), (iv) due to any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code or the DIP Credit Agreement or (v) as required by applicable Law or an Order of the Bankruptcy Court, from the date hereof through the Closing or this Agreement's earlier termination in accordance with its terms:

(a) Seller shall, and shall cause the Estate to, use commercially reasonable efforts to (i) conduct the Business in the ordinary course of business substantially consistent with past practice since the Trustee Appointment Date and (ii) to maintain the properties and assets included in the Acquired Assets in substantially their current condition, subject to normal wear and tear and consistent with past practice since the Trustee Appointment Date;

(b) Seller shall not, and shall cause the Estate not to;

(1) sell, lease, license, mortgage, pledge, transfer or otherwise dispose of any of the Acquired Assets, except for sales and licenses of the Estate's products and services in the ordinary course of business consistent with past practice;

(2) (i) materially amend any Assigned Contract, other than amendments in the ordinary course of business, or (ii) voluntarily terminate or reject under Section 365 of the Bankruptcy Code any Assigned Contract;

(3) (i) increase in any manner the compensation, bonus or fringe or other benefits of any Business Employee, (ii) grant or pay any severance or termination pay or increase in any manner the severance or termination pay of any Business Employee, except in the case of clauses (i) through (ii), (A) to the extent required by applicable Law or (B) as required under the terms of any other Contract as in effect on the date hereof; or

(4) authorize, commit, or agree to take any of, the foregoing actions.

Section 6.07. Access to Information.

(a) From the Effective Date until the Closing, Seller will and shall cause the Estate to afford Buyer and its Representatives upon reasonable advance notice and during normal business hours reasonable access to and the right to inspect all of the properties, assets, premises, Books and Records, Contracts and other documents and data to the extent related to the Business, the Acquired Assets or the Assumed Liabilities. Any investigation pursuant to this Section 6.07 will be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Estate or Neuron Fuel.

(b) From the Effective Date until the Closing, except for disclosures expressly permitted by the terms of the Confidentiality Agreement, effective as of April 30, 2025, between Seller and Buyer (the "**Confidentiality Agreement**"), Buyer shall hold, and shall cause its Representatives to hold, all information received from Seller, the Estate or Neuron Fuel, directly or indirectly, in confidence in accordance with the Confidentiality Agreement. Effective as of the Closing, the Confidentiality Agreement shall be terminated.

(c) So long as the Chapter 11 Cases are pending, following the Closing, Buyer shall provide Seller, the Estate, Neuron Fuel and their respective counsel and other professionals employed in the Chapter 11 Cases with reasonable access to all documents relating to the Business, the Acquired Assets or the Assumed Liabilities for the purpose of the continuing administration of the Chapter 11 Cases (including the pursuit of any avoidance, preference or similar actions), which access shall include (i) the right of Seller's Representatives to copy, at Seller's expense, such documents and records as Seller or Seller's Representatives may request in furtherance of the purposes described above (and including the right of Seller to share such documents and records with any successors to the Trustee or with such Persons as the Seller determines appropriate), and (ii) Buyer's copying and delivering to Seller or Seller's Representatives such documents or records as Seller or Seller's Representatives may request.

(d) Except as otherwise provided in Section 6.09 of the Disclosure Schedules, Buyer will not, and will not permit any of its Affiliates or its or their Representatives to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of Seller, Neuron Fuel or the Estate prior to the Closing with respect to Seller, Neuron Fuel, the Estate, the Business, or the transactions contemplated by this Agreement, without the prior written consent of Seller for each such contact, with such consent not to be unreasonably withheld.

Section 6.08. Notice of Certain Events. From the Effective Date until the Closing, each party will promptly notify the other in writing of:

(a) any fact, circumstance, event or Action the existence, occurrence or taking of which has resulted in, or could reasonably be expected to result in, the failure of any of the conditions in ARTICLE VII to be satisfied;

(b) any notice or other communication from any Governmental Authority (other than the Bankruptcy Court) in connection with the Business, the Acquired Assets, the Assumed Liabilities, or the transactions contemplated by this Agreement; and

(c) any Actions commenced against, relating to or involving or otherwise affecting the Business, the Acquired Assets or the Assumed Liabilities or that relate to the consummation of the transactions contemplated by this Agreement.

Section 6.09. Employee Matters.

(a) Promptly after the date hereof, Seller and Buyer shall take all actions described on Section 6.09 of the Disclosure Schedules with respect to the Business Employees. The Business Employees who commence employment with Buyer or any of its Affiliates are collectively referred to herein as the “**Transferred Employees**.” Notwithstanding the foregoing, nothing in this Agreement will (i) after the Closing Date, impose on Buyer any obligation to retain any Transferred Employee in his or her employment, guarantee employment for any period of time or preclude the ability of Buyer or its Affiliates to terminate the employment of any Transferred Employee at any time and for any reason, (ii) create any third party beneficiary rights in any Business Employees (including any beneficiary or dependent thereof), or (iii) amend any Seller Employee Benefit Plans or other employee benefit plans or arrangements or impose any obligations upon Buyer or any Affiliate thereof in connection with any Seller Employee Benefit Plan.

(b) The provisions of this Section 6.09 are for the sole benefit of the parties to this Agreement and nothing herein, expressed or implied, is intended or shall be construed to (i) constitute an amendment to any of the compensation and benefits plans maintained for or provided to Transferred Employees prior to the Closing Date or (ii) confer upon or give to any Person, other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies with respect to the matters provided for in this Section 6.09 under or by reason of any provision of this Agreement. Nothing in this Section 6.09 **Error! Reference source not found.**, shall be construed to limit any rights that Buyer or any of its

Affiliates may have under any plan or arrangement to amend, modify, terminate or adjust any particular plan or arrangement.

Section 6.10. Corporate Name. Following the Closing, other than as required by any applicable Law or the Bankruptcy Court, Seller shall cause Neuron Fuel and the Estate to, as soon as reasonably practicable, and in any event within 30 Business Days after the Closing Date, change Neuron Fuel's corporate name to a name not including, or not confusingly similar to, "Neuron Fuel, Inc."

Section 6.11. Public Announcements. Notwithstanding anything herein to the contrary, prior to the Closing, Seller shall not, and shall cause its controlled Affiliates not to, and Buyer shall not, and shall cause its controlled Affiliates not to, make any press release or public announcement concerning this Agreement or the transactions contemplated herein without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed); provided, however, that a Party may make any such release or public announcement that is required by any applicable Law or the order of the Bankruptcy Court; provided further that if any such release or public announcement is so required or made, the disclosing party shall give the non-disclosing party, to the fullest extent permitted by applicable Law, prior notice of, and an opportunity to comment on, the proposed disclosure. The parties acknowledge that Seller shall file this Agreement and related pleadings and documents with the Bankruptcy Court in connection with obtaining the Sale Order in accordance with the terms of this Agreement.

Section 6.12. Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, including any provisions with an express different standard regarding actions to be taken in this Agreement, Seller and Buyer shall, and shall cause their Representatives to, use its reasonable best efforts to perform its obligations in this Agreement and to take, or cause to be taken, and to do, or cause to be done, all things necessary, proper or advisable to cause the transactions contemplated by this Agreement to be effected as soon as practicable but in any event on or prior to the End Date, in accordance with the terms of this Agreement and to cooperate with the other Party and its Representatives in connection with any step required to be taken as a part of its obligations in this Agreement. The "reasonable best efforts" of Seller will not require Seller or any of its Affiliates or Representatives to expend any money to remedy any breach of any representation or warranty, to commence any Action, to waive or surrender any right, to modify any Contract or to waive or forego any right, remedy, or condition in this Agreement.

(b) The obligations of Seller pursuant to this Agreement, including this Section 6.12, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code, Seller's debtor-in-possession financing or use of cash collateral, as the case may be, and Seller's obligations as debtors in possession to comply with any Order of the Bankruptcy Court, and Seller's duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

Section 6.13. Privacy Policy.

(a) Buyer shall adopt and implement, effective as of the Closing Date, the Neuron Fuel Privacy Policy, or a privacy policy at least as protective of Personal Information as the Neuron Fuel Privacy Policy, in existence as of immediately prior to the Closing Date. “**Neuron Fuel Privacy Policy**” means Neuron Fuel’s written policy governing the collection, use, storage, and protection of Personal Information, as well as any other privacy-related practices or disclosures that Neuron Fuel has in place as of the Closing Date.

(b) Buyer shall comply with all applicable privacy Laws with respect to all Personal Information contained in the Acquired Assets that is actually transferred to Buyer. Buyer shall comply with all data subject requests under applicable privacy Laws, including with respect to current and former subscribers and customers of the Business. If Seller receives any data subject requests after the Closing Date, Seller shall provide notice of such requests to Buyer for Buyer to process.

Section 6.14. Litigation Support. In the event and for so long as Seller (or any successors to the Trustee, including any Litigation Trustee) is involved in prosecuting, contesting or defending against any claims or causes of action, including Avoidance Actions, Buyer, and its designees or assignees, as applicable, shall cooperate in good faith with Seller (or any successors to the Trustee, including any Litigation Trustee, or such other Person Seller or any Litigation Trustee deems appropriate) and its counsel as reasonably requested and to the extent practicable, make available its personnel involved in the Business, and provide access to the Assigned Books and Records, for which Seller did not retain a copy pursuant to Section 6.01(a), in each case at the sole cost and expense of the Seller, provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any Action with the effect of waiving, its attorney-client privilege with respect thereto.

Section 6.15. Post-Closing Matters. To the extent required to transfer the Acquired Assets to Buyer, or reasonably requested by Buyer on or after the Closing Date, for a period of no more than 60 days following the Closing, Seller shall use reasonable best efforts (including through Novo Advisors and other third parties) effect the transfer of administrative authority and management responsibility from Seller to Buyer with respect to (i) any technical platforms that hold Acquired Assets and for which Seller has authority as of the Closing and (ii) the Estate’s payment processing or other accounts with Apple Inc., Google LLC, and Stripe, Inc., provided that (x) Buyer shall cooperate in good faith with Seller as reasonably requested to provide the assistance or services described in this Section 6.15 and (y) Buyer shall reimburse Seller for any reasonable out-of-pocket costs actually paid by Seller or the Estate to a third party in its performance of its obligations under this Section 6.15.

Section 6.16. Collection of Accounts Receivable.

(a) As of the Closing Date, Seller hereby authorizes Buyer and its designees to open any and all mail addressed to Seller relating to the Business or the Acquired Assets and delivered to the offices of the Business or otherwise to Buyer or any Buyer designee if received on or after the Closing Date and appoints Buyer, any Buyer designee or its attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments received by Buyer or any Buyer designee after the Closing Date with respect to Transferred AR or accounts receivable relating to work performed or products delivered by Buyer after the Closing, as the case may be,

made payable or endorsed to Seller or Seller's order, for the Buyer's or any Buyer designee's own account. To the extent any mail so received by Buyer pursuant to this Section 6.16 relates to work performed by, or products delivered by Seller prior to the Closing, Buyer shall promptly deliver the same to Seller after opening.

(b) As of the Closing Date, Seller agrees that any monies, checks or negotiable instruments received by Seller after the Closing Date with respect to Transferred AR or accounts receivable to the extent relating to work performed by Buyer after the Closing, as the case may be, shall be held in trust by Seller for the Buyer's or any Buyer designee's benefits and accounts, and promptly upon receipt by a Seller of any such payment, Seller shall pay over to the Buyer or its designee the amount of such payments without any right of set off or reimbursement.

(c) Without limiting the foregoing, Seller will, and will cause its subsidiaries and affiliates to, deposit into the bank account designated by Buyer within five (5) Business Days after receipt all amounts received by Seller or its subsidiaries and affiliates constituting Transferred AR. Seller will, and will cause its subsidiaries and affiliates to, deliver written instructions no later than five (5) Business Day following the Closing to all customers with accounts receivable constituting Transferred AR to deliver all payments with respect thereto directly to an account designated in writing by Buyer. Seller will maintain its bank accounts to accept any Transferred AR for at least one year following the Closing.

(d) As of the Closing Date, Buyer and its designees shall have the sole authority to bill and collect Transferred AR and accounts receivable relating to work performed by Buyer after the Closing. Notwithstanding anything to the contrary contained hereto, any Buyer designees that acquire any Transferred AR hereunder shall be express third -party beneficiaries of this Section 6.13.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.01. Conditions to Obligations of All Parties. The respective obligations of each Party to consummate the Closing are subject to the fulfillment or waiver by the parties, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority having enacted, issued, promulgated, enforced or entered any Order that is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions that are not otherwise satisfied, resolved or preempted by the Sale Order.

(b) The Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, vacated, reversed, or modified as of the Closing Date.

Section 7.02. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Seller contained in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as

though made on the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), except to the extent that the failure of such representations and warranties to be so true and correct, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change (it being understood that, for purposes of determining the accuracy of representations and warranties, for the purpose of this Section 7.02(a), all “Material Adverse Change” qualifications and other materiality qualifications contained in such representations and warranties shall be disregarded).

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Seller shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(a).

(d) Seller shall have delivered to Buyer a certificate, dated the Closing Date and signed by the Seller that each of the conditions set forth in Section 7.02(a) and Section 7.02(b) have been satisfied (the “Seller Closing Certificate”).

(e) From the date of this Agreement, there shall not have been a Material Adverse Change.

Section 7.03. Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment or Seller’s waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Buyer contained in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), except to the extent that the failure of such representations and warranties to be so true and correct, individually or in the aggregate, would not reasonably be expected to have a materially adverse effect on the Buyer’s ability to consummate the transactions contemplated by, and discharge its obligations under, this Agreement (it being understood that, for purposes of determining the accuracy of representations and warranties, for the purpose of this Section 7.03(a), all “material adverse effect” qualifications and other materiality qualifications contained in such representations and warranties shall be disregarded).

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(b).

(d) Buyer shall have delivered to Seller a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied (the “**Buyer Closing Certificate**”).

ARTICLE VIII NON-SURVIVAL

Section 8.01. Non-Survival. With respect to each Party to this Agreement, except in the case of Fraud committed by such Party, the representations and warranties made by such Party contained herein and in any certificate delivered pursuant hereto shall terminate and be of no further force or effect at Closing (and no Party shall have any Liability thereunder at or after the Closing). All covenants and agreements contained herein that by their terms contemplate actions or impose obligations following the Closing, only to the extent such terms so contemplate actions or impose obligations following the Closing, shall survive the Closing and remain in full force and effect in accordance with such terms. All covenants and agreements contained herein that by their terms contemplate performance at or prior to the Closing, to the extent such terms so contemplate performance at or prior to the Closing, shall terminate and be of no further force or effect at Closing (and no Party shall have any Liability thereunder at or after the Closing).

ARTICLE IX TERMINATION

Section 9.01. Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by Buyer by written notice to Seller if Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 7.02 and such breach, inaccuracy or failure is either incapable of being cured or has not been cured by Seller in all material respects by the End Date;
- (c) by Seller by written notice to Buyer if Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 7.03 and such breach, inaccuracy or failure is either incapable of being cured or has not been cured by Buyer in all material respects by the End Date;
- (d) by Seller or Buyer, upon written notice to the other, if any event has occurred that would lead the condition in Section 7.01(a) of being impossible to be satisfied, and such failure is incapable of being cured or has not been cured in all material respects by the End Date.
- (e) by Seller or Buyer, upon written notice to the other at any time following the End Date if the Closing shall not have occurred on or before the End Date; provided,

however, that the right to terminate this Agreement under this Section 9.01(e) shall not be available to any Party (i) who is in material breach of this Agreement that would give rise to the failure of any of the conditions specified in condition set forth in Section 7.02, if such notice is given by Seller, or Section 7.03, if such notice is given by Buyer, or (ii) whose failure to fulfill any obligation (including failure to satisfy or be ready, willing and able to satisfy any condition set forth in Section 7.02, if such notice is given by Seller, or Section 7.03, if such notice is given by Buyer) under this Agreement has been the cause of, or resulted in, the failure of the Closing to be consummated by the End Date;

(f) by Seller or Buyer, upon written notice to the other if the Bankruptcy Court approves any agreement that contemplates a transaction or series of related transactions, other than the transactions to be consummated under this Agreement, pursuant to which substantially all of the Acquired Assets will be acquired by, or transferred to, a third party, whether pursuant to an asset sale, merger, stock purchase, or otherwise (any such transaction, an “Alternative Transaction”); by Seller, upon written notice to Buyer if Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with her fiduciary duties; or

(g) by Seller or Buyer, upon written notice to the other if the Bankruptcy Court enters an Order that otherwise precludes the consummation of the transactions contemplated by this Agreement, subject to any limitations set forth in the Bidding Procedures Order or another Order of the Bankruptcy Court.

Section 9.02. Effect of Termination

(a) In the event of the termination of this Agreement as provided in Section 9.01 hereof, this Agreement shall become void and have no force or effect and thereafter there shall be no Liability or obligation on the part of any Party hereto, except that (i) subject to Section 9.02(b), no termination of this Agreement pursuant to Section 9.01 hereof shall relieve any Party of any Liability for a willful and material breach of any provision of this Agreement occurring on or before the effective time of such termination or for any Losses incurred by the other Party as a result of such breach, and (ii) the provisions of Section 6.07(b), this Section 9.02, ARTICLE XI and any related definitions set forth in elsewhere in this Agreement shall survive any such termination of this Agreement and the Confidentiality Agreement shall survive in accordance with its terms.

(b) Buyer understands and acknowledges that if this Agreement is terminated by Seller pursuant to Section 9.01(c), Seller will suffer material damages. The parties agree that such damages are difficult to quantify and thus Seller’s retention of the Deposit, and any and all interest that may have accrued thereon, is a reasonable approximation of such damages. Accordingly, if this Agreement is terminated by the Seller pursuant to Section 9.01(c), Seller shall be entitled to retain the Deposit, and any and all interest that may have accrued thereon, as liquidated damages and not as a penalty.

(c) If this Agreement is terminated in accordance with Section 9.01, Section 9.01 other than due to a Buyer Default Termination, the Escrow Holder shall return

the Deposit, and any and all interest that may have accrued thereon, to Buyer within seven (7) Business Days of such termination.

The parties hereto acknowledge and agree that the agreements contained in this Section 9.02 are an integral part of this Agreement and the transactions contemplated hereby and are a material and necessary inducement to the parties hereto to enter into this Agreement and to consummate the transactions contemplated hereby.

ARTICLE X BANKRUPTCY COURT MATTERS

Section 10.01. Sale Order. Subject to Buyer being designated as the Successful Bidder, Seller shall promptly use commercially reasonable efforts to obtain entry of the Sale Order approving this Agreement.

Section 10.02. Bankruptcy Process. Unless Buyer is in material breach of this Agreement or this Agreement has been terminated, Seller covenants and agrees that if the Sale Order is entered, the terms of any plan submitted by Seller to the Bankruptcy Court for confirmation or otherwise supported by Seller shall not conflict with, supersede, abrogate, nullify, or restrict the terms of this Agreement or the rights of Buyer hereunder, or prevent or materially interfere with the consummation or performance of the transactions contemplated by this Agreement, including any transaction that is contemplated by or approved pursuant to the Sale Order. If the Sale Order or any other Order of the Bankruptcy Court relating to this Agreement shall be appealed or any petition for certiorari or motion for rehearing or re-argument shall be filed with respect thereto, Seller agrees to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion, and Buyer agrees to cooperate in such efforts, and each party agrees to use its reasonable efforts to obtain an expedited resolution of such appeal.

Section 10.03. Approval. Seller's obligations under this Agreement and in connection with the transactions contemplated by this Agreement are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Sale Order). Nothing in this Agreement shall require Seller or its Affiliates or Representatives to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

Section 10.04. Other.

(a) This Agreement and the sale of the Acquired Assets are subject to higher and better bids and Bankruptcy Court approval. Buyer acknowledges that Seller must take reasonable steps to demonstrate that it has sought to obtain the highest or otherwise best price for the Acquired Assets, including giving notice to the creditors of Seller and other interested parties, providing information about Seller to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Acquired Assets, conducting an Auction.

(b) Buyer shall provide adequate assurance of future performance as required under Section 365 of the Bankruptcy Code for the Assigned Contracts. Buyer will take

all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been a sufficient demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer's Representatives available to testify before the Bankruptcy Court. Buyer shall not take any direct or indirect action that to Buyer's knowledge would have the effect of causing the Bankruptcy Court to refuse to approve the transactions contemplated by this Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.01. Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party incurring such costs and expenses, whether or not the Closing occurs.

Section 11.02. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a Party as may be specified in a notice given in accordance with this Section 11.02):

If to Seller:

Claudia Z. Springer, as Trustee
c/o Novo Advisors
401 N. Franklin St., Suite 4 East
Chicago, Illinois 60654
Attention: Claudia Z. Springer
Email: cSpringer@novo-advisors.com

with copies (which shall not constitute notice) to:
Jenner & Block LLP
353 N. Clark Street
Chicago, IL 60654
Attention: Peter Rosenbaum, Catherine Steege and Melissa Root
Email: prosenbaum@jenner.com, csteeg@jenner.com and
mroot@jenner.com

and
Pashman Stein Walder Hayden P.C.

824 North Market Street
Suite 800
Wilmington, DE 19801
Attention: Joseph C. Barsalona II
Email: jbarsalona@pashmanstein.com

If to Buyer:

Tynker Holdings, LLC
747 N LaSalle #500
Chicago, Illinois 60654
Attention: Jeremy Keeshin
Email: jkeesh@codehs.com

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

Quarles & Brady LLP
300 N. LaSalle Street
Suite 4000
Chicago, IL 60654-3406
Attention: Adam Falkof
Email: adam.falkof@quarles.com

Section 11.03. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” will be deemed to be followed by the words “without limitation”, whether or not such words are actually included; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; provided that, for the purposes of the representations and warranties set forth in this Agreement, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code or Tax Code section or Law, the reference to such Bankruptcy Code or Tax Code section or Law means such Bankruptcy Code or Tax Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The words “to the extent” shall mean “the degree by which” and not simply “if.” When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating

such period will be excluded. If the last day of such period is a day other than a Business Day, such period will end on the next succeeding Business Day.

Section 11.04. Disclosure Schedules. Each representation, warranty and covenant set forth herein shall have independent significance. Any item or matter disclosed on a particular section of the Disclosure Schedules shall be deemed to have been disclosed for purposes of any other section of this Agreement, to the extent reasonably apparent that such information applies to such other section of this Agreement.

Section 11.05. Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

Section 11.06. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 11.07. Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 11.08. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of Buyer and, subject to the terms of the Bidding Procedures Order and the entry and terms of the Sale Order, Seller and their respective successors and permitted assigns. Neither party may assign this Agreement or its rights hereunder or delegate its obligations hereunder without the prior written consent of the other Party. If at any time the Trustee resigns or is replaced or any successor to the Trustee (including the Litigation Trustee) is appointed, then any references to the Trustee or the Seller in this Agreement and in any of the other Transaction Documents shall be deemed to be references to such successor to the Trustee, effective from and after the earlier of the date the Trustee resigns, is replaced or such successor is appointed. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that any covenants, agreements or other obligations of the Seller, Estate or Epic under this Agreement or the other Transaction Documents that contemplate actions by or impose obligations on the Seller, Estate or Epic following the Closing, shall not prevent, preclude, or delay (i) the liquidation and winding up of the Estate or the confirmation or effectiveness of any plan of reorganization of the Estate under the Bankruptcy Code or (ii) the resignation, removal or replacement of the Trustee.

Section 11.09. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than, for purposes of Section 11.10, the Non-Recourse Persons.

Section 11.10. Non-Recourse. Except for Actions against Parent in accordance with the terms and conditions of the Guarantee, this Agreement may be enforced against, and any legal suit, Action or proceeding arising out of or based upon this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby ("**Agreement Dispute**") may be brought against only Buyer and the Estate and any of their respective successors or assigns (each of the foregoing, a "**Recourse Party**") and not any other Persons. Except for Actions against Parent in accordance with the terms and conditions of the Guarantee, no person who is not a Recourse Party including (i) any past, present, or future, director, officer, employee, incorporator, member, partner, manager, unitholder, stockholder, Affiliate, agent, attorney or other Representative of, and any financial advisor or lender to, any Party, or (ii) any director, officer, employee, incorporator, member, partner, manager, unitholder, stockholder, Affiliate, agent or attorney or other Representative of, and any financial advisor or lender to, any of the foregoing, or (iii) the Trustee (each, a "**Non-Recourse Person**") will have any Liability (whether in contract, tort, equity, or otherwise) for any of the representations, warranties, covenants, agreements, or other obligations or Liabilities of any of the parties to this Agreement, any other Transaction Document, or any other Liabilities for any Agreement Dispute and in no event shall any Non-Recourse Person have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions or omissions (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any Recourse Party. The Non-Recourse Persons are intended third party beneficiaries of this Section 11.10 and shall be entitled to enforce this Section 11.10 as if a party directly hereto.

Section 11.11. Amendment and Modification; Waiver. This Agreement shall only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 11.12. Buyer Acknowledgement; Disclaimer of Representations and Warranties.

(a) BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE IV, NEITHER SELLER, NOR THE ESTATE, NEURON FUEL OR ANY OTHER PERSON HAS MADE OR IS MAKING ANY, AND BUYER IS NOT RELYING ON, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER (INCLUDING BY OMISSION), EXPRESS OR IMPLIED,

WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF THE BUSINESS OR ANY OF THE ACQUIRED ASSETS OR THE ASSUMED LIABILITIES OR OTHERWISE, OR WITH RESPECT TO ANY INFORMATION PROVIDED TO THE BUYER AND/OR ITS REPRESENTATIVES, INCLUDING WITH RESPECT TO ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, ENVIRONMENTAL CONDITION, TITLE OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES (INCLUDING BY OMISSION) ARE EXPRESSLY DISCLAIMED. EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH IN ARTICLE IV, THE BUYER IS PURCHASING THE ACQUIRED ASSETS ON AN “AS-IS, WHERE-IS”, “WITH ALL FAULTS” BASIS. FURTHERMORE, BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT THE ASSIGNMENT AND ASSUMPTION OF THE ASSIGNED CONTRACTS FORMING PART OF THE ACQUIRED ASSETS WILL BE CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT NOTWITHSTANDING ANY AND ALL OUTSTANDING DEFAULTS AND OTHER CLAIMS FOR FAILURES TO COMPLY WITH THE PROVISIONS OF SUCH CONTRACTS, CERTAIN OF WHICH DEFAULTS OR CLAIMS MAY NOT BE SUBJECT TO CURE OR WAIVER.

(b) Without limiting the generality of the foregoing, in connection with the investigation by the Buyer, Buyer and its Affiliates, and the advisors and Representatives of each of the foregoing, have received or may receive, from or on behalf of Seller, the Estate or its Affiliates or Representatives, certain projections, forward-looking statements and other forecasts (whether in written, electronic, or oral form, and including in the virtual data room set up for this transaction) (collectively, “Projections”). Buyer acknowledges and agrees, on its own behalf and on behalf of its Affiliates, that (i) such Projections are being provided solely for the convenience of Buyer to facilitate its own independent investigation of Neuron Fuel and the Estate, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Buyer is familiar with such uncertainties, and (iv) Buyer is taking full responsibility for making their own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections). Buyer acknowledges and agrees, on its own behalf and on behalf of its Affiliates, that it will not assert, institute, or maintain, and will cause its Affiliates not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in Section 11.12.

Section 11.13. Governing Law; Submission to Jurisdiction; Waiver of Jury

Trial

(a) This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) except to the extent the law of the State of Delaware is superseded by the Bankruptcy Code.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN THE BANKRUPTCY COURT AND, TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE OR DOES NOT ACCEPT JURISDICTION TO

ADJUDICATE SUCH MATTER MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN NEW CASTLE COUNTY, STATE OF DELAWARE. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 11.13(c).

Section 11.14. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement or any Transaction Document delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement or any Transaction Document.

Section 11.15. Specific Performance. Irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the parties to this Agreement fails to take any action required of it under this Agreement. It is accordingly agreed that (a) the parties to this Agreement will be entitled to an injunction or injunctions, specific performance, or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the courts described in Section 11.13 without proof of damages or otherwise, this being in addition to any other remedy to which the parties to this Agreement are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions

contemplated by this Agreement and without that right, neither Seller nor Buyer would have entered into this Agreement. Any party to this Agreement pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 11.15 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Seller pursuant to this Section 11.15 will be in addition to any other remedy to which it is entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit Seller from seeking to collect or collecting damages. If, prior to the End Date, any party to this Agreement brings any Action, in each case in accordance with Section 11.13, to enforce specifically the performance of the terms and provisions of this Agreement by any other party to this Agreement, the End Date will automatically be extended (i) for the period during which such Action is pending, plus ten Business Days or (ii) by such other time period established by the court presiding over such Action, as the case may be. In no event will this Section 11.15 be used, alone or together with any other provision of this Agreement, to require Seller to remedy any breach of any representation or warranty made by Seller.

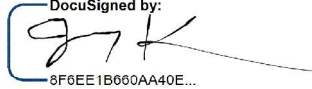
Section 11.16. No Right of Set-Off. Buyer, on its own behalf and on behalf its Affiliates and its and their Representatives and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that Buyer, any such other Person or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Buyer pursuant to this Agreement or any other document or instrument delivered by Buyer in connection herewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

BUYER



Tynker Holdings, LLC,
a Delaware limited liability company

By:  _____
Name: Jeremy Keeshin
Title: CEO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

SELLER

CHAPTER 11 TRUSTEE CLAUDIA Z.
SPRINGER, ON BEHALF OF NEURON FUEL,
INC., AND THE ESTATE OF NEURON FUEL,
INC.

DocuSigned by:

By:  OC929369295A402...

Claudia Z. Springer, not in her individual capacity
but solely in her capacity as Chapter 11 Trustee of
Neuron Fuel, Inc., on behalf of the Estate of Debtor
Neuron Fuel, Inc.

Exhibit A

Form of Bill of Sale and Assignment and Assumption Agreement

See Attached

CONFIDENTIAL

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Bill of Sale”) is effective as of [____], 2025 by and between Tynker Holdings, LLC, a Delaware limited liability company (“Buyer”), on the one hand, and Claudia Z. Springer, not in her individual capacity but solely in her capacity as Chapter 11 Trustee of Neuron Fuel, Inc., on behalf of the Estate of Neuron Fuel, Inc. (“Seller”), on the other hand, pursuant to that certain Asset Purchase Agreement by and between Buyer and Seller, dated as of May 6, 2025 (as amended, modified or supplemented in accordance with its terms, the “Purchase Agreement”).

FOR GOOD AND VALUABLE CONSIDERATION as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing on the date hereof, Seller, on behalf of the Estate, hereby sells, assigns, transfers, conveys and delivers to Buyer all of the Estate’s right, title and interest in, to, and under the Acquired Assets, and hereby assigns all of the Assumed Liabilities to Buyer. Buyer hereby purchases from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of the Estate’s right, title and interest in, to, and under such Acquired Assets and hereby assumes, and agrees to pay, perform and discharge when due such Assumed Liabilities.

All capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Purchase Agreement.

This Bill of Sale is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including the representations, warranties and covenants and limitations thereof set forth in the Purchase Agreement), all of which are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

This Bill of Sale will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) except to the extent the law of the State of Delaware is superseded by the Bankruptcy Code.

This Bill of Sale may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

* * * * *

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be executed as of the date first written above.

SELLER

CHAPTER 11 TRUSTEE CLAUDIA Z.
SPRINGER, ON BEHALF OF NEURON FUEL,
INC. AND THE ESTATE OF NEURON FUEL,
INC.

By: _____
Claudia Z. Springer, not in her individual capacity
but solely in her capacity as Chapter 11 Trustee of
Neuron Fuel, Inc., on behalf of the Estate of Neuron
Fuel, Inc.

BUYER

TYNKER HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: Jeremy Keeshin

Title: Chief Executive Officer

Exhibit B

Form of Intellectual Property Assignment Agreements

See Attached

CONFIDENTIAL

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “IP Assignment”), dated as of [____], 2025, is made by and between Claudia Z. Springer, not in her individual capacity but solely in her capacity as Chapter 11 Trustee of Neuron Fuel, Inc., on behalf of the Estate of Debtor Neuron Fuel, Inc. (the “Assignor”) and Tynker Holdings, LLC, a Delaware limited liability company (the “Assignee”). All capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Agreement (defined herein below).

WHEREAS, this IP Assignment is being entered into pursuant to that certain Asset Purchase Agreement, dated as of May 6, 2025, by and between the Assignor and the Assignee (as the same may be amended from time to time in accordance with its terms, the “Agreement”);

WHEREAS, pursuant to the Agreement, the Assignor and the Assignee have agreed to enter into this IP Assignment, pursuant to which Assignor has agreed to, on behalf of the Estate, sell, assign, transfer, convey and deliver to the Assignee all of the Estate’s right, title and interest in, to, and under the Assigned Intellectual Property Assets (as defined in the Agreement); and

WHEREAS, the Estate owns all of the Assigned Intellectual Property Assets identified on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing on the date hereof, pursuant to the terms and subject to the conditions set forth in the Agreement, the parties agree as follows:

1. The Assignor hereby, on behalf of the Estate, sells, assigns, transfers, conveys and delivers to the Assignee all of the Estate’s right, title and interest in, to, and under the Assigned Intellectual Property Assets, including the Intellectual Property Registrations listed on Schedule A attached hereto (which is incorporated into and made a part of this IP Assignment), together with (a) the goodwill of the Business connected with the use of such Assigned Intellectual Property Assets and symbolized thereby, and (b) all rights thereunder, and all remedies and rights therein under the Laws of all jurisdictions, including without limitation, all of the rights Assignor possesses to (i) apply for, prosecute and maintain all registrations, renewals, and/or extensions thereof, bring actions to recover for damages for past, present and future infringement or other violation thereof, and (ii) grant licenses or other interest therein. The Assignee hereby accepts such assignment in the scope as set out herein.
2. The Assignor shall provide the Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at the Assignee’s expense as are necessary to perfect or register the rights assigned herein.
3. The Assignee may record this IP Assignment with the United States Patent and Trademark Office (“USPTO”) and with comparable offices in other jurisdictions throughout the world. All costs associated with any such recordations shall be paid by the Assignee. The Assignor hereby authorizes and requests that the USPTO, and any official of any other country

whose duty is to record documents evidencing ownership of Intellectual Property, to record Assignee as owner of the Assigned Intellectual Property Assets assigned to Assignee pursuant to this IP Assignment.

4. Nothing in this IP Assignment shall be construed to obligate the Assignor to maintain, support, upgrade, repair or otherwise improve any of the Assigned Intellectual Property Assets. The Assignee and its successors and assigns shall have no right to receive any of the foregoing services from the Assignor except as may be set forth in a definitive agreement between them providing for the same.
5. This IP Assignment is subject to all of the terms, conditions and limitations set forth in the Agreement. This IP Assignment and the other Transaction Documents collectively constitute the entire agreement among the parties hereto and supersede any prior and contemporaneous understandings, agreements, representations or warranties by or among the parties, written or oral, that may have related in any way to the subject matter hereof. In the event of any inconsistency between the terms and conditions of this IP Assignment and those in any of the other Transaction Documents, the terms and conditions of the Agreement will control. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Agreement.
6. THIS IP ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) EXCEPT TO THE EXTENT THE LAW OF THE STATE OF DELAWARE IS SUPERSEDED BY THE BANKRUPTCY CODE (AS DEFINED IN THE AGREEMENT).
7. This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment of Intellectual Property as of the date first written above.

ASSIGNOR

CHAPTER 11 TRUSTEE CLAUDIA Z. SPRINGER, ON
BEHALF OF NEURON FUEL, INC. AND THE ESTATE
OF NEURON FUEL, INC.

By: _____
Claudia Z. Springer, not in her individual capacity but
solely in her capacity as Chapter 11 Trustee of Neuron
Fuel, Inc., on behalf of the Estate of Debtor Neuron Fuel,
Inc.

ASSIGNEE

TYNKER HOLDINGS, LLC

By: _____
Name: Jeremy Keeshin
Title: Chief Executive Officer

SCHEDULE A**Patents**

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Dockete d?	Assignm ent Reorde d?
Neuron Fuel, Inc.	SYSTE MS AND METHO DS FOR PROGR AMMIN G INSTR UCTIO NS	16/910,4 30	6/24/202 0	11,127,3 11	09/21/20 21	61/738,7 99 13/837,7 19 15/457,5 36	Patented Case	09/21/20 21	169969	Yes	Yes
	SYSTE MS AND METHO DS FOR CUSTO MIZED LESSO N CREAT ION AND	14/180,2 53	2/13/201 4	10,510,2 64	12/17/20 19	61/804,0 69 children 16/663,1 48	Patented Case	11/26/20 19	169969	Yes	Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	APPLICATION										
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR CUSTOMIZED LESSON CREATION AND APPLICATION	16/663,148	10/24/2019	11,158,202	10/26/2021	14/180,253 61/804,069	Patented Case	10/13/2021	169969	Yes	Yes
Neuron Fuel, Inc.	PROGRAMMING CENTER	13/715,417	12/14/2012	9,595,202	03/14/2017	children 15/457,540	Patented Case	02/22/2017	169969	Yes	Yes
Neuron Fuel, Inc.	INTEGRATED DEVELOPMENT	14/503,058	9/30/2014	10,276,061	04/30/2019	children 16/382,078	Patented Case	04/10/2019	169969	Yes	Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	OPMENT ENVIRONMENT FOR VISUAL AND TEXT CODING										
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR GOAL BASED PROGRAMMING INSTRUNCTION	13/837,719	3/15/2013	9,595,205	03/14/2017	61/738,799 children 15/457,536 16/910,430	Patented Case	02/22/2017	169969	Yes	Yes
Neuron Fuel, Inc.	SYSTEMS AND METHODS	15/457,536	3/13/2017	10,726,739	07/28/2020	13/837,719 61/738,7	Patented Case	07/09/2020	169969	Yes	Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	DS FOR GOAL-BASED PROGRAMMING INSTRUCTION					99 children 16/910,430					
Neuron Fuel, Inc.	COLLABORATIVE LEARNING SYSTEM	17/366,995	7/02/2021	11,699,357	7/11/2023						Yes
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR CUSTOMIZED LESSON CREATION	17/479,611	9/20/2021	11,645,934	5/09/2023						Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	AND APPLICATION										
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR PROGRAMMING INSTRUNCTION	17/400,253	8/12/2021	None	None						Yes
Neuron Fuel, Inc.	INTEGRATED DEVELOPMENT ENVIRONMENT FOR VISUAL AND TEXT	16/382,078	4/11/2019	None	None						Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	CODING										
Neuron Fuel, Inc.	PROGRAMMING CENTER	15/457,540	3/13/2017	None	None						Yes
Neuron Fuel, Inc.	COLLABORATIVE LEARNING SYSTEM	18/198,015	5/16/2023	None	None						

Trademarks

Grantor	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Neuron Fuel, Inc.	"TYNKER"	88927263	05/21/2020	7014950	4/4/2023

Neuron Fuel, Inc.	STYLIZED WORD “TYNKER”	88927279	05/21/2020	7014951	4/4/2023
Neuron Fuel, Inc.	“NEURON FUEL”	90295303	11/03/2020	6445704	08/10/2021

Exhibit C

Form of Sale Order

See Attached

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

In re:

EPIC! CREATIONS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11161 (BLS)

(Jointly Administered)

Related to D.I. 433, 474, [•]

**ORDER (I) APPROVING THE SALE OF NEURON FUEL, INC.'S
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 upon consideration of the *Motion for Entry of Order (I) Approving Bid Procedures in Connection with the Sale of All or Substantially All of the Debtors' Assets, (II) Scheduling Bid Deadlines and Auctions, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of Contracts and Leases, and (V) Granting Related Relief* [D.I. 433] (the "Sale Motion"),² filed by Chapter 11 Trustee Claudia Z. Springer, on behalf of the estate of Neuron Fuel, Inc. ("Neuron Fuel" or the "Debtor") in the above-captioned chapter 11 cases, (the "Trustee"); and the Court having previously entered (i) the *Order (I) Approving Bid Procedures in Connection with the Sale of All or Substantially All of the Debtors' Assets, (II) Scheduling Bid Deadlines and Auctions, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of Contracts and Leases, and (V) Granting Related Relief, as amended*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Epic! Creations, Inc. (9113); Neuron Fuel, Inc. (8758); and Tangible Play, Inc. (9331).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the APA, the Sale Motion, the Bidding Procedures, or in the Bankruptcy Code, as applicable and in the order of priority listed.

[D.I. 474] (the “Bidding Procedures Order”); the Trustee having held an auction; Tynker Holdings, LLC (the “Buyer”) having submitted the highest and best bid for the Acquired Assets (as defined in the APA (as defined below)), as reflected in that certain Asset Purchase Agreement, dated as of May 6, 2025, by and among the Buyer and the Seller (as amended or otherwise modified from time to time in accordance with its terms, the “APA”), a copy of which is attached hereto as **Exhibit 1**; and the Court having entered the Bidding Procedures Order on certification of counsel on January 28, 2025, prior to 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 APA; (iii) the Bidding Procedures; (iv) the Bidding Procedures Order; (v) the Notice of Successful Bidder; (vi) the *Declaration of Claudia Z. Springer in Support of the Sale of the Neuron Fuel Assets* [D.I. •]; (vii) all objections filed with the Court, including those at D.I. 582 and 583 (each, an “Objection” and, collectively with any informal objections received by the Trustee, the “Objections”); and (viii) 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 Debtor, its estate and its creditors, and the Trustee having demonstrated good, sufficient and sound business justifications for the relief granted herein;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings of Fact and Conclusions of Law. The findings of fact 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.

B. Jurisdiction and Venue. This Court has jurisdiction to consider the Sale Motion and the relief requested therein pursuant to 28 U.S.C. § 1334(b) because this matter arises in and arises under the Bankruptcy Code 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)(A), (N), and (O) and the Court has the constitutional authority to enter a judgment on the Sale Motion. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rules 7054 and 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and authorizes the consummation of the Sale (as defined below) and the Transactions without regard to any stay or delay in its implementation.

D. 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”).

E. Notice and Opportunity to Be Heard. As evidenced by the affidavits of service filed with the Court [D.I. 440, 490, 500, [•]] the Trustee has provided proper, timely, adequate and sufficient notice of, and a fair and reasonable opportunity to object and be heard with respect to, (i) the Sale Motion, (ii) the Bidding Procedures Order, (iii) the sale of the Acquired Assets pursuant

to the APA (the “Sale”) free and clear of any Interests (as defined below) (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) within the meaning of section 363(f) of the Bankruptcy Code, (iv) the *Notice of Successful Bidder* [D.I. [•]], (v) (A) the *Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I. 510], (B) the *Second Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I. 560] and (C) the *Third Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I.619] (together, the “Assumption Notices”), and (vi) the assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to the Buyer effective as of the Closing (as defined in the APA) pursuant to this Order and the terms of the APA (each, an “Assigned Contract” and 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 Assignment 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 amount; and no other or further notice of any of the foregoing is required. The Assumption Notices expressly provided notice to each counterparty that if the counterparty failed to object by the applicable deadline for doing so that such counterparty would

be “forever barred and estopped from objecting to the cure amount, the assumption and assignment of that counterparty’s executory contract or unexpired lease (including the adequate assurance of future performance), the relief requested in the Sale Motion, whether applicable law excuses such counterparty from accepting performance by, or rendering performance to, the [Buyer], as applicable, for purposes of section 365(c)(1) of the Bankruptcy Code and from asserting any additional cure or other amounts (other than amounts that accrue after the date of the Applicable Assignment Notice) against the Trustee and the [Buyer], as applicable, with respect to such party’s executory contract or unexpired lease.” With respect to parties in interest whose identities could not be reasonably ascertained by the Trustee, the Sale Notice published in the national edition of the *Wall Street Journal* on February 5, 2025 [D.I. 518], was sufficient and reasonably calculated to provide notice to such parties under the circumstances. The Trustee also published the Sale Motion, Bidding Procedures Order, the Bidding Procedures, the APA, the Sale Notice, the Assumption Notices, and certain other documents relevant to the Sale on the claims and noticing agent’s website for these chapter 11 cases.

F. Sound Business Purpose. The Trustee has demonstrated good, sufficient, and sound business purposes and justifications for approval of the Sale Motion. The approval of and entry into the Sale, the APA and any ancillary agreements thereto (i) are a result of due deliberation by the Trustee and constitute a sound and reasonable exercise of the Trustee’s business judgment and a proper exercise of the fiduciary duties of the Trustee; (ii) provide value and are beneficial to the Debtor’s estate, and are in the best interests of the Debtor, its estate and its stakeholders; and (iii) are reasonable and appropriate under the circumstances. Business justifications for entry into the Sale and the APA include, without limitation, the following: (i) the APA constitutes the highest and best offer received for the Acquired Assets; (ii) the APA presents the best opportunity to maximize

the value of the Acquired 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 APA, could materially diminish creditor recoveries; and (iv) the immediate consummation of the Sale is necessary to maximize the value of the Debtor's estate.

G. Compliance with Bidding Procedures. The Trustee conducted an open, extensive, and fair Sale Process. The Bidding Procedures were reasonable and fair to all persons and established in good faith. 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 Acquired Assets. The Trustee, the Buyer and their respective counsel and other advisors have complied, in good faith, with all of the provisions of the Bankruptcy Code, the Bidding Procedures and the Bidding Procedures Order.

H. Highest or Best Value and No Fraudulent Transfer. The Trustee determined, in a valid and sound exercise of her reasonable business judgment, in a manner consistent with her fiduciary duties and after a robust and extensive marketing process, that the Buyer's Qualified Bid, as documented in the APA, was the highest or otherwise best Qualified Bid for the Acquired Assets. Consummating the Sale will yield greater value to the Debtor's estate than would have been provided by any other available alternative transaction. The Bidding Procedures have been complied with in all respects by the Trustee and the Buyer and afforded a full, fair, and reasonable opportunity for any individual or entity to make a higher or otherwise better offer for the Acquired Assets. No other Person has offered to purchase the Acquired Assets for greater economic value to the Debtor's estate than the Buyer.

I. Fair Consideration. The consideration the Buyer will pay under the APA constitutes (i) fair and reasonable consideration for the Acquired Assets; and (ii) reasonably equivalent value

and fair, adequate, and sufficient 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, or any other applicable law.

J. Free and Clear Sale. The Seller may sell the Acquired Assets free and clear of all Interests (as defined below) (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the 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 Acquired 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 (1) or more of the other subsections of section 363(f) and, therefore, are adequately protected by having their Interests in, on, or to the Acquired 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 Debtor and its estate. 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 Acquired Assets to the Buyer free and clear of their respective Interests in, on, or to the Acquired Assets pursuant to section 363(f)(2) of the Bankruptcy Code.

K. Buyer's Reliance on Free and Clear Sale. The Buyer would not have entered into the APA and would not consummate the Sale or the other transactions contemplated thereby if the sale of the Acquired Assets were not free and clear of all Interests (other than any Permitted

Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order), or if the Buyer, its affiliates, its past, present or contemplated, directors, officers, employees, shareholders, equityholders, representatives, agents, or the Acquired Assets would, or in the future could, have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, for any such Interests. A sale of the Acquired Assets other than one free and clear of all Interests would adversely impact the Debtor, its estate and its creditors, and would yield substantially less value for the Acquired Assets and the Debtor's estate, with less certainty than provided by the Sale. The total consideration to be provided under the 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 Acquired Assets free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order), including, without limitation, any potential Interests arising under doctrines of derivative, vicarious, transferee or successor liability. Those holders of the Interests who did not object (or who ultimately withdrew their objections, if any) to the Sale or the Sale Motion are deemed to have consented to the Sale and the Sale Motion pursuant to section 363(f)(2) of the Bankruptcy Code.

L. "Interests." As used in this Order, the term "Interest" includes, in each case to the extent against or with respect to the Debtor or in, on, or against or with respect to any of the Acquired Assets: Encumbrances (as defined in the APA), claims (as defined in section 101(5) of the Bankruptcy Code), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, liens, 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 Debtor 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 Debtor's, the Trustee's, or the Buyer's interest in the Acquired 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 Debtor or any multiemployer plan to which the Debtor has 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 Debtor or any of its 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 governmental unit’s 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 business of the Debtor prior to the Closing; (x) any unexpired and executory or non-executory contract or unexpired lease to which the Debtor is a party that is not an Assigned Contract; (xi) any other Excluded Liabilities (as defined in the APA); (xii) Interests arising under or in connection with any acts, or failures to act, of the Debtor or any of the Debtor’s predecessors or affiliates, 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; and (xi) rights, interests, or claims to any of the Acquired Assets asserted by any party that has misappropriated assets of the Debtor.

M. No Successor or Other Derivative Liability. By consummating the Sale pursuant to the APA, the Buyer is not a mere continuation of, nor does the Buyer have a common identity of interests with, the Debtor, the Debtor's estate, the Trustee, or any enterprise(s) of the Debtor. The Buyer is not holding itself out as a continuation of the Debtor. The Buyer is not a successor to the Debtor, the Debtor's estate, or the Trustee 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 Debtor or the Debtor's estate. The Buyer has not assumed or and shall not be held liable in any way for any obligation or Liability (as defined in the APA) of the Debtor (or any affiliate or predecessor of the Debtor) or the Debtor's estate (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order). The sale and transfer of the Acquired Assets to the Buyer, including the assumption by the Seller and assignment, transfer and/or sale to the Buyer of any of the Assigned Contracts, will not subject the Buyer to any Liability with respect to the operation of the Debtor's (or Debtor's predecessors') business prior to the Closing or by reason of such transfer. Without limiting the generality of the foregoing, and except as otherwise provided in the APA, the parties intend and the Court hereby finds that the Buyer shall not be liable for any Encumbrance or Liability (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) against the Debtor, its estate, or any of its predecessors or affiliates; and the

Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date (as defined in the APA), whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business (as defined in the APA), the Acquired Assets or any Liabilities of the Debtor or its estate 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.

N. Good Faith; No Collusion. The Trustee, the Buyer and their respective counsel and other advisors have negotiated and entered into the APA and each of the transactions contemplated thereby in good faith, without collusion and from arm’s-length bargaining positions. The Trustee and the Buyer were each represented by separate and independent advisors throughout the negotiation of the APA. 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 APA was not controlled by an agreement between potential bidders within the meaning of section 363(n) of the Bankruptcy Code. The Trustee was free to deal with any other party interested in acquiring all or some of the Acquired Assets. Neither the Trustee nor the Buyer have engaged in any conduct that would cause or permit the Sale, the 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 section 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 Trustee under the APA in connection with the Sale have been disclosed and are appropriate. The Buyer has fully disclosed

all of its connections with the Debtor or the Trustee. The APA was not entered into, and the Sale is not being consummated, fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims, or 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 Trustee nor the Buyer have entered into the APA or are consummating the Sale with any fraudulent or otherwise improper purpose. The protections afforded by section 363(m) are integral to the Sale, and the Buyer would not consummate the Sale without such protections.

O. Insider Status. The Buyer, nor any of its affiliates, officers, directors, managers, shareholders, members, or any of its respective successors or assigns is an “insider” of the Debtor, as that term is defined in section 101(31) of the Bankruptcy Code. No common identity of directors, managers, controlling shareholders, or members exists between the Seller and the Buyer.

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 Debtor and its estate and represent the valid and reasonable exercise of the Trustee’s sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts (i) are necessary to sell the Acquired Assets to the Buyer as contemplated by the APA, (ii) allow the Seller to sell the Acquired 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 Debtor by eliminating claims against the Debtor’s estate that would arise from the Trustee’s 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) an objection to the Seller’s assumption and assignment of such Assigned Contract, or

to the applicable cure amounts, as of the date specified in the Bidding Procedures Order (as such date may have been modified or extended in accordance with the terms of the Bidding Procedures Order) is deemed to have consented to the assumption and assignment of the Assigned Contract, and to the applicable cure amounts, if any, associated with the Assigned Contracts as set forth in Exhibit 2 hereto (the “Cure Claims”).

Q. Compliance with Section 365 of the Bankruptcy Code. The Seller has met all requirements of section 365(b) of the Bankruptcy Code with respect to the assumption and assignment of each of the Assigned Contracts, and each Assigned Contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code. Each counterparty to an Assigned Contract has consented to, or is deemed to have consented to, the assignment of the Assigned Contract to the Buyer notwithstanding whether any applicable law would excuse such counterparty from accepting performance or rendering performance to the Buyer. The Seller has provided, or will provide, 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. Procedures with respect to Assigned Contracts. The procedures set forth in the APA with respect to Assigned Contracts are reasonable and 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, 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 Estate. The Acquired Assets constitute property of the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code and title thereto is vested in the Debtor's estate. The Seller has the right and power to transfer good title to the Acquired Assets to the Buyer.

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. Except as set forth herein or in the APA, subject to section 363(f) of the Bankruptcy Code, effective of the Closing (even if the assumption and assignment occurs after the Closing pursuant to the terms of the APA), the sale and assignment of the Acquired Assets and the Assigned Contracts to the Buyer will be a legal, valid and effective transfer of the Acquired Assets and the Assigned Contracts, and will vest the Buyer with all right, title and interest of the Debtor and its estate in and to the Acquired Assets and the Assigned Contracts free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order). The Trustee further represents that, aside from any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order, the Sellers are the sole and lawful owners of and have clear and marketable title to the Acquired Assets. The Trustee has full power and authority to execute the APA (and all other documents contemplated thereby) and to consummate the Sale. The Trustee is hereby authorized to execute the APA and all other documents contemplated thereby, and to enter into the Sale. Upon entry of this Order, no

consent or approval from any other person, entity or legal authority is required to consummate the Sale.

U. No Sub Rosa Plan. Neither the Sale nor the APA impermissibly restructures or modifies the rights of any of the Debtor's creditors or impermissibly dictates the terms of a chapter 11 plan. Neither the Sale nor the APA constitutes a *sub rosa* or *de facto* plan of reorganization or liquidation.

V. No Stay of Order. Time is of the essence to implement the APA and consummate the Sale. The Sale must be approved and consummated promptly in order to preserve the value of the Acquired Assets and to maximize the value to the Debtor, its estate, its creditors and all other parties in interest and to ensure the Trustee's compliance with the Trustee's obligations under the post-petition financing agreements. The Trustee has demonstrated compelling circumstances and sound business justifications for the immediate approval and consummation of the Sale as contemplated by the 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.

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

X. Back-up Bidder. Future Minds Group, Inc. (the "Back-up Bidder") having submitted the second highest bid at the auction is the designated Back-up Bidder. In the event the Buyer does not consummate the transactions set forth in the APA, the Trustee is authorized to close

the transactions set forth in that certain Asset Purchase Agreement, dated as of May 6, 2025, by and among the Back-up Bidder and the Seller (as amended or otherwise modified from time to time in accordance with its terms, the “Back-up APA”), attached hereto as Exhibit 3. In such event every reference in this Order to the Buyer or the APA shall be to the Back-up Bidder and the Back-up APA.

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 or otherwise) are GRANTED and approved as set forth herein.
2. Objections Overruled. Any Objections to the Sale Motion or the relief requested therein, the Assumption Notices or the amount of the Cure Claims set forth therein, the identity of the Buyer, the conduct of the Auction, or to any other aspect of the Sale or the transactions contemplated thereby 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 APA and all transactions contemplated thereby, including the Sale, are APPROVED. The Seller has the right and power to transfer good title to the Acquired Assets to the Buyer. This Sale Order shall be binding in all respects upon the Debtor, its estate, all creditors of and holders of equity interests in the Debtor, any holders of Encumbrances in, against or on all or any portion of the Acquired Assets (whether known or unknown), the Buyer, all successors and assigns of the Buyer, the Acquired Assets, and the Trustee. This Sale Order shall

inure to the benefit of the Debtor, its estate and creditors, the Buyer and the respective successors and assigns of each of the foregoing.

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 in this Order and the Court's oral findings of fact and conclusions of law made by the Court during the Sale Hearing are incorporated herein by reference.

5. Trustee's Performance Authorized. The Trustee is hereby authorized to enter into and perform the Seller's obligations under the APA, and to take such other actions as may be necessary or desirable to effectuate the terms of the 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 APA, the Sale, or this Order, including, without limitation, deeds, assignments, bills of sale, transfers of membership interests and any other instruments of transfer, without further order of the Court. The Trustee is hereby further authorized, but not directed, 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 Acquired Assets and the Assigned Contracts, as may be necessary or appropriate for the Trustee to perform the Seller's obligations under the APA and consummate the Sale, including, without limitation, providing transition services, without further order of the Court.

6. The Trustee is hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents with respect to the Acquired Assets that are necessary or appropriate to effectuate the 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 the Trustee may determine are necessary or appropriate.

7. Valid Transfer and Assignment. Effective as of the Closing Date, the sale and assignment of the Assigned Contracts and the Acquired Assets by the Seller to the Buyer shall constitute a legal, valid and effective transfer and assignment of the Assigned Contracts and the Acquired Assets, notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title and interest of the Debtor and its estate in and to the Assigned Contracts and the Acquired Assets, free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order), pursuant to section 363(f) of the Bankruptcy Code.

8. Free and Clear Sale. Except to the extent specifically provided in the APA, upon the Closing Date, the Seller shall be, and hereby is, 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 Acquired Assets. The sale and transfer of the Acquired Assets to the Buyer shall vest the Buyer with all right, title and interest of the Debtor and its estate in and to the Acquired Assets free and clear of any and all Interests of any person or entity (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the 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 Debtor or its estate. Following the Closing, no holder of any Interest in or on any of the Acquired Assets, including, without limitation, (x) Voizzit

Technology Private, Ltd., Voizzit Information Technology LLC, and each of their respective directors, officers, employees, managers, principals, and direct or indirect equityholders, (y) Rajendran Vellapalath, Byju Ravindran, and Vinay Ravindran and (z) each of the affiliates, representatives, agents, and related Persons of any of the foregoing, shall interfere in any way with the Buyer's use or enjoyment of any of the Acquired Assets based on or related to such Interest, the Debtor or any actions that the Trustee has taken or may take in these chapter 11 cases and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale.

9. The provisions of this Order authorizing the sale and transfer of the Acquired Assets free and clear of Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) shall be self-executing, and neither the Trustee 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 Trustee 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 in, on, or to the Acquired Assets pursuant to the terms of this Order.

10. Direction to Creditors. This Order shall be (a) effective as a determination that, as of the Closing Date, all Interests in, on, or to the Acquired Assets (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) shall be unconditionally released, discharged and terminated as to the Buyer and the Acquired Assets; and (b) binding upon all persons and entities, including all the Debtor's

creditors, direct or indirect equity holders, affiliates, officers, directors, employees, agents, representatives and any holder of an Interest in, on, or to any of the Acquired Assets, and all such persons and entities are hereby authorized to execute such documents and take all other actions as may be reasonably necessary to release their respective Interests in, on, or to the Acquired 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 in, on, or to the Acquired Assets has not delivered to the Trustee 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 Acquired Assets, the Trustee 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 Acquired 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 Acquired 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 in, on, or to the Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every U.S. federal, state, and local government agency, department or office and may be deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every tribal or foreign government agency, department, or office.

11. 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 Acquired Assets or who may be required to report or insure any title or state of title in or to the Acquired 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 Acquired Assets free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) and (b) strike all recorded Interests in, on, or to the Acquired Assets from their records.

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

13. No Successor Liability. The Buyer is not and shall not be (a) deemed a “successor” in any respect to the Debtor or its estate as a result of the consummation of the Sale or any other event occurring in the Debtor’s chapter 11 case under any theory of law or equity; (b) deemed to have, *de facto* or otherwise, merged or consolidated with or into the Debtor or its estate; (c) deemed to be an alter ego of or have a common identity with the Debtor or its estate; (d) deemed to have a continuity of enterprise with the Debtor or its estate; (e) be liable for any acts or omissions of the Debtor or the Trustee in connection with the conduct of the Business, or arising under or related to the Acquired Assets, except as expressly provided in the APA; or (f) deemed to be a continuation or substantial continuation of the Debtor or its estate or any enterprise thereof, 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 Debtor's or its estate's liability under such law, doctrine, rule or regulation.

14. Except as expressly provided in the APA or this Order with respect to the Assumed Liabilities, the Buyer 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 the Debtor or its estate 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 the Debtor or its estate or against any related person or affiliate of the Debtor (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 APA and this Order and claims brought by the Trustee to enforce the express terms of the APA and this Order, the transfer of the Acquired Assets and the Assigned Contracts to the Buyer under the APA will not result in (a) the Buyer having any Liability or obligation for any claim made against the Debtor or its estate (or its respective affiliates, together with its 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 Acquired Assets; (b) the Buyer 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 Acquired Assets; or (c) the Buyer having any liability or obligation to the Debtor or its estate that did not previously exist.

15. Except with respect to the counterparties to specifically 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 the Buyer or its assets (including the Acquired Assets) with respect to any (a) Interest in the Acquired 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 Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

16. 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 Seller's assumption and assignment of the Assigned Contracts to the Buyer free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) pursuant to the terms of the APA, as

modified by the terms of any amendments reached by the Buyer and the respective counterparty to any Assigned Contract, 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 Seller's 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 Debtor, its estate, 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 Seller's 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 Debtor and its estate 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 Seller's assumption and assignment of the Assigned Contracts to the Buyer shall not constitute a default under or a termination of any Assigned Contract.

17. Cure Claims. Any defaults or other obligations under the Assigned Contracts shall be deemed cured by the Seller's payment or other satisfaction of the Cure Claims, if any, as set forth in Exhibit 2 hereto. Pursuant to Bankruptcy Code section 365(k), the Seller and the Debtor shall have no liability for any breach of an Assigned Contract occurring after the assumption and assignment of the Assigned Contract to the Buyer.

18. Cure Objections. Except as provided herein, all objections to the Trustee's calculation of Cure Claims 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 Claims 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 Assigned Contract shall not prevent or delay the assumption or assignment of any other Assigned Contract or the Closing of the Sale.

19. 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 Seller's assumption and assignment of the Assigned Contracts to the Buyer have been satisfied.

20. 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 Debtor or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the Debtor; 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.

21. 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 Debtor or its estate as a result of the assumption and assignment of the Assigned Contracts.

22. Direction to Contract Counterparties. All counterparties to Assigned Contracts assigned to the Buyer in accordance with the terms of this Order and the 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 Seller's assumption and assignment of the Assigned Contracts to the Buyer; *provided, however*, that the foregoing shall not prejudice the rights of any counterparties to: (a) contracts subject to ongoing dispute or (b) any potential Assigned Contracts who receive a Supplemental Assignment Notice after entry of this Order to object in accordance with the procedures approved pursuant to the Bid Procedures Order.

23. Modification of Assigned Contracts List. The rights of the Buyer to modify the list of Assigned Contracts after the date of this Order and before the Closing as set forth in the APA or herein is approved.

24. Licenses and Permits. To the extent provided in the 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 Debtor or its estate

with respect to the Acquired 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 Acquired 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 Debtor or its estate 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 the Debtor or its estate 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).

25. 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 Acquired 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.

26. 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.

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

28. Transfer Taxes. Any Interests of any kind asserted under laws, rules, regulations or governmental or court orders imposing a stamp, transfer tax, or similar tax arising from the transfer

of the Acquired Assets to the Buyer shall be filed against the Debtor's estate and shall not be asserted against the Buyer. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all governmental units and Persons (as defined in the APA) are hereby enjoined from taking any action against the Buyer to recover any claim which such Person (as defined in the APA) or governmental unit has or may assert against the Debtor or its estate (as such claims exist immediately prior to the Closing) relating to a stamp, transfer tax, or similar tax arising from the transfer of the Acquired Assets to the Buyer.

29. 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.

30. Administrative Expense Claims. The Seller's obligations under the APA, and all amounts to be paid to the Buyer pursuant to the APA, shall be allowed administrative expenses pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code and be immediately payable if and when the obligations of the Debtor arise under the APA, without any further order of the Court.

31. Amendments. The 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 Debtor's estate.

32. Binding Order. This Order and the APA shall be binding upon and govern the acts of all persons and entities, including without limitation, the Trustee and the Buyer, their respective successors and permitted assigns, including, without limitation, any successor chapter 11 trustee hereinafter appointed for the Debtor's estate or any trustee appointed in a chapter 7 case of the Debtor if its chapter 11 case is converted to a case under chapter 7, all creditors of the Debtor or

its estate (whether known or unknown), all counterparties to any Assigned Contracts and all Recording Officers. Neither the Sale nor the APA shall be subject to rejection or avoidance under any circumstances. This Order and the APA shall inure to the benefit of the Trustee, the Debtor's estate, its creditors, the Buyer and its respective successors and assigns.

33. Failure to Specify Provisions; Conflicts. The failure specifically to include or mention any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Trustee and the Buyer that the 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.

34. 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 Acquired Assets and the Assigned Contracts.

35. 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 APA and to take any and all actions permitted or required under the APA in accordance with the terms and conditions thereof.

36. No Stay of Order. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 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 APA and Closing the Sale. In the absence of any Person obtaining a stay pending appeal, the Seller and the Buyer are free to close under the APA at any time, subject to the express terms of the APA.

37. Governing Terms. To the extent there is any inconsistency between the terms of this Order and the terms of the APA, or any prior order or pleading with respect to the Sale Motion, the terms of this Order shall govern.

38. Retention of Jurisdiction. This Court shall retain exclusive jurisdiction to (a) interpret, implement and enforce the terms and provisions of this Order and the 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 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 Acquired Assets and the Assigned Contracts.

39. The Trustee is authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

EXHIBIT 1

(Asset Purchase Agreement)

EXHIBIT 2

(Resolved Cure Claims)

DISCLOSURE SCHEDULES

TO

ASSET PURCHASE AGREEMENT

DATED AS OF MAY 6, 2025

BY AND BETWEEN

**CLAUDIA Z. SPRINGER, NOT IN HER INDIVIDUAL CAPACITY BUT SOLELY IN
HER CAPACITY AS THE CHAPTER 11 TRUSTEE OF NEURON FUEL, INC., ON
BEHALF OF THE ESTATE OF DEBTOR
NEURON FUEL, INC.,**

AND

TYNKER HOLDINGS, LLC

This document is the Disclosure Schedules referred to in the Asset Purchase Agreement, dated as of May 6, 2025 (the “**Purchase Agreement**”) by and between Claudia Z. Springer, not in her individual capacity but solely in her capacity as the Chapter 11 Trustee of Neuron Fuel, Inc., a Delaware corporation, on behalf of the Estate of Debtor Neuron Fuel, Inc. (“**Seller**”), and Tynker Holdings, LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

These Disclosure Schedules are qualified in their entirety by reference to the provisions of the Purchase Agreement and nothing in these Disclosure Schedules (a) is intended to broaden the scope of any representation, warranty, covenant or agreement contained in the Purchase Agreement or (b) constitutes or shall be construed as constituting representations, warranties, covenants or agreements of the Seller or any other Person except as and to the extent expressly provided in the Purchase Agreement. The inclusion of any matter, information, item or other disclosure set forth in any section of these Disclosure Schedules shall, unless expressly stated, not be deemed to imply that any such matter is material to the business, operations or condition (financial or otherwise) of the Business or the Acquired Assets, taken in part or as a whole, has had or would reasonably be expected to have a Material Adverse Change, is required to be disclosed by Seller under the Purchase Agreement or falls within relevant minimum thresholds or materiality standards set forth in the Purchase Agreement, nor shall be construed as an admission or indication to any third party that any breach or violation exists or has actually occurred. The information contained in these Disclosure Schedules is disclosed solely for purposes of the Purchase Agreement.

These Disclosure Schedules shall be construed with and as an integral part of the Purchase Agreement to the same extent as if they were set forth verbatim therein. Any descriptions of Contracts or other instruments, reports, or other documents set forth in these Disclosure Schedules are summaries only and are qualified in their entirety by the specific terms of such Contracts, instruments, reports and documents, except to the extent that such terms have not been made available to Buyer. Where only brief particulars of a matter are set out or referred to in the Disclosure Schedules, or a reference is made only to a particular disclosed document or part of a disclosed document, full particulars of the matter and the full contents of the document are deemed to be disclosed so long as (in the case of disclosed documents) such documents were made available to Buyer. Furthermore, the references to any document shall be deemed to include any and all exhibits, annexes, schedules and other attachments to such document except to the extent that the same have not been made available to Buyer.

The headings and captions contained in these Disclosure Schedules are for reference purposes only, do not affect the meaning or interpretation of the Purchase Agreement or these Disclosure Schedules, and do not broaden or otherwise affect any of the provisions of the Purchase Agreement or these Disclosure Schedules. Matters reflected in these Disclosure Schedules are not necessarily limited to matters required by the Purchase Agreement to be reflected in these Disclosure Schedules. Such additional matters are set forth for informational purposes only and these Disclosure Schedules do not necessarily include other matters of a similar nature.

Each item disclosed in these Disclosure Schedules shall constitute an exception to or, as applicable, disclosure required pursuant to certain representations and warranties (or covenants, as applicable) as contained in the Purchase Agreement. The specific disclosures set forth in these Disclosure Schedules have been organized to correspond to section references in the Purchase Agreement to which the disclosure may be most likely to relate, together with appropriate cross references when disclosure may be applicable to other sections of the Purchase Agreement; provided, however, that any disclosure made in these Disclosure Schedules for the purposes of any one section of the Purchase Agreement shall be deemed made for the purposes of all other sections of the Purchase Agreement so long as the applicability of such disclosure to such other sections of the Purchase Agreement is reasonably apparent on the face of such disclosure.

The matters disclosed in these Disclosure Schedules: (i) are being disclosed in these Disclosure Schedules in accordance with the terms and subject to the conditions of the Confidentiality Agreement in all respects and (ii) shall be treated by Buyer strictly in accordance with the terms of the Confidentiality Agreement.

In disclosing the information contained in these Disclosure Schedules, Seller also expressly does not waive any attorney-client or other privileges associated with such information or any protection afforded by the work-product doctrine or any similar doctrine with respect to any of the matters disclosed therein.

Schedule 1.01

[REDACTED]

[Redacted]

[REDACTED]

Schedule 2.01(b)

Assigned Contracts

1. Master Services and Data Sharing Agreement for Educational Technology Products and Services - Renewal Agreement dated as of 07/01/2024 by and between Chicago Public Schools and Neuron Fuel Inc.
2. Data Confidentiality and Security Agreement for Online dated as of 09/06/2024 by and between Charlotte Mecklenberg Schools and Neuron Fuel Inc.
3. Tynker Junior Columbia 93 MO 11 State Agreement dated as of 03/04/2025 by and between The Education Cooperative (TEC) and Neuron Fuel Inc.
4. Service Providers and Public-School Units dated as of 02/13/2025 by and between Brewster Central School District and Neuron Fuel Inc.
5. Standard SDPA dated as of 05/10/2024 by and between Wilson County Schools and Neuron Fuel Inc.
6. Bill of Rights for Data Privacy and Security dated as of 08/06/2024 by and between Half Hollow Hills CSD and Neuron Fuel Inc.
7. DPA dated as of 07/03/2024 by and between Cayuga Onondoga BOCES and Neuron Fuel Inc.
8. Vendor Specific AR-NDPA-V1 (With Exhibit) dated as of 12/04/2023 by and between Sheridan School District and Neuron Fuel Inc.
9. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Mountain Home School District and Neuron Fuel Inc.
10. Vendor Specific AR-NDPA-V1 (With Exhibit) dated as of 12/04/2023 by and between Academics Plus Charter School and Neuron Fuel Inc.
11. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Bald Knob School District and Neuron Fuel Inc.
12. Vendor Specific AR-NDPA-V1 (With Exhibit) dated as of 12/04/2023 by and between Lead Hill School District and Neuron Fuel Inc.
13. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Booneville School District and Neuron Fuel Inc.
14. Vendor Specific AR-NDPA-V1 (With Exhibit) dated as of 12/04/2023 by and between Caddo Hills School District and Neuron Fuel Inc.
15. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Clinton School District and Neuron Fuel Inc.
16. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Cutter-Morning Star Sch. Dist. and Neuron Fuel Inc.
17. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Elkins School District and Neuron Fuel Inc.
18. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Fort Smith School District and Neuron Fuel Inc.
19. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Centerpoint School District and Neuron Fuel Inc.
20. Vendor Specific AR-NDPA-V1 (With Exhibit) dated as of 12/04/2023 by and between Green Forest School District and Neuron Fuel Inc.
21. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Jasper School District and Neuron Fuel Inc.

22. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Mena Public Schools and Neuron Fuel Inc.
23. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Pocahontas School District and Neuron Fuel Inc.
24. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Pulaski Co. Spec. School Dist. and Neuron Fuel Inc.
25. Vendor Specific AR-NDPA-V1 (With Exhibit) dated as of 12/04/2023 by and between Calico Rock School District and Neuron Fuel Inc.
26. AZ-NDPA-V1 with Exhibit E dated as of 11/10/2022 by and between Mesa Unified School District #4 and Neuron Fuel Inc.
27. CA-NDPA-V1 (With Exhibit) dated as of 09/20/2023 by and between San Ramon Valley Unified and Neuron Fuel Inc.
28. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Irvine Unified and Neuron Fuel Inc.
29. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Desert Sands Unified and Neuron Fuel Inc.
30. CSDPA V1 (With Exhibit E) dated as of 07/20/2018 by and between Solana Beach School District and Neuron Fuel Inc.
31. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Sweetwater Union High and Neuron Fuel Inc.
32. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Lammersville Joint Unified and Neuron Fuel Inc.
33. CSDPA V2 (With Exhibit E) dated as of 11/10/2022 by and between Atascadero Unified School District and Neuron Fuel Inc.
34. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Cambrian and Neuron Fuel Inc.
35. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Oak Grove Elementary and Neuron Fuel Inc.
36. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Ceres Unified School District and Neuron Fuel Inc.
37. FL-NDPA-V1 (With Exhibit E) dated as of 08/14/2023 by and between Baker County School District and Neuron Fuel Inc.
38. FL-NDPA-V1 (With Exhibit E) dated as of 08/14/2023 by and between Indian River County and Neuron Fuel Inc.
39. FL-NDPA-V1 (With Exhibit E) dated as of 08/14/2023 by and between St. Johns County School District and Neuron Fuel Inc.
40. FL-NDPA-V1 (With Exhibit E) dated as of 08/14/2023 by and between Sumter County and Neuron Fuel Inc.
41. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Vandalia CUSD 203 and Neuron Fuel Inc.
42. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Hillsboro CUSD 3 and Neuron Fuel Inc.
43. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Kinnikinnick CCSD 131 and Neuron Fuel Inc.
44. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Wheeling CCSD 21 and Neuron Fuel Inc.

45. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Northbrook ESD 27 and Neuron Fuel Inc.
46. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Glencoe School District 35 and Neuron Fuel Inc.
47. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Fairview SD 72 and Neuron Fuel Inc.
48. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Rhodes SD 84-5 and Neuron Fuel Inc.
49. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Western Springs SD 101 and Neuron Fuel Inc.
50. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between LaGrange Highlands SD 106 and Neuron Fuel Inc.
51. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Riverside-Brookfield Twp SD 208 and Neuron Fuel Inc.
52. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Elmwood Park CUSD 401 and Neuron Fuel Inc.
53. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Elmwood Park CUSD 401 and Neuron Fuel Inc.
54. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Central Stickney SD 110 and Neuron Fuel Inc.
55. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Oak Lawn-Hometown SD 123 and Neuron Fuel Inc.
56. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between South Holland SD 150 and Neuron Fuel Inc.
57. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Lemont High School and Neuron Fuel Inc.
58. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Orangeville CUSD 203 and Neuron Fuel Inc.
59. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Champaign CUSD 4 and Neuron Fuel Inc.
60. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Robinson CUSD 2 and Neuron Fuel Inc.
61. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Salem SD 111 and Neuron Fuel Inc.
62. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Indian Creek School District and Neuron Fuel Inc.
63. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Sycamore CUSD 427 and Neuron Fuel Inc.
64. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Olympia CUSD 16 and Neuron Fuel Inc.
65. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Benjamin SD 25 and Neuron Fuel Inc.
66. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Indian Prairie CUSD 204 and Neuron Fuel Inc.
67. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Wabash CUSD 348 and Neuron Fuel Inc.

68. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between CUSD 308 and Neuron Fuel Inc.
69. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Bourbonnais SD 53 and Neuron Fuel Inc.
70. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between West Central CUSD 235 and Neuron Fuel Inc.
71. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Zion ESD 6 and Neuron Fuel Inc.
72. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Grayslake CCSD 46 and Neuron Fuel Inc.
73. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Oak Grove SD 68 - Green Oaks and Neuron Fuel Inc.
74. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Diamond Lake SD 76 and Neuron Fuel Inc.
75. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Fremont School District 79 and Neuron Fuel Inc.
76. IL-NDPA-V1.0a (With Exhibit) dated as of 05/23/2021 by and between Lincolnshire-Prairieview SD 103 and Neuron Fuel Inc.
77. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Bannockburn School District 106 and Neuron Fuel Inc.
78. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Deerfield Public Schools 109 and Neuron Fuel Inc.
79. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Wauconda CUSD 118 and Neuron Fuel Inc.
80. IL-NDPA-V1.0a (With Exhibit) dated as of 05/23/2021 by and between Barrington CUSD 220 and Neuron Fuel Inc.
81. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Streator ESD 44 and Neuron Fuel Inc.
82. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between La Salle ESD 122 and Neuron Fuel Inc.
83. IL-NDPA-V1.0a (With Exhibit) dated as of 06/15/2021 by and between Waltham CCSD 185 and Neuron Fuel Inc.
84. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Bement CUSD 5 and Neuron Fuel Inc.
85. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Monticello CUSD 25 and Neuron Fuel Inc.
86. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Carlinville CUSD 1 and Neuron Fuel Inc.
87. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Northwestern CUSD 2 and Neuron Fuel Inc.
88. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Huntley Community School District 158 and Neuron Fuel Inc.
89. IL-NDPA-V1.0a (With Exhibit) dated as of 05/03/2024 by and between Moline-Coal Valley CUSD 40 and Neuron Fuel Inc.
90. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Rochester CUSD 3A and Neuron Fuel Inc.

91. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Ball-Chatham CUSD 5 and Neuron Fuel Inc.
92. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Pleasant Plains CUSD 8 and Neuron Fuel Inc.
93. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Washington District 50 Schools and Neuron Fuel Inc.
94. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Central SD 51 and Neuron Fuel Inc.
95. IL-NDPA-V1.0a (With Exhibit) dated as of 05/23/2021 by and between East Peoria SD 86 and Neuron Fuel Inc.
96. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Channahon School District 17 and Neuron Fuel Inc.
97. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Troy CCSD 30C and Neuron Fuel Inc.
98. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Lockport SD 91 and Neuron Fuel Inc.
99. IL-NDPA-V1.0a (With No Exhibit) dated as of 02/05/2024 by and between Frankfort CCSD 157-C and Neuron Fuel Inc.
100. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Mokena SD 159 and Neuron Fuel Inc.
101. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Summit Hill SD 161 and Neuron Fuel Inc.
102. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Northwest Suburban Special Education Organization and Neuron Fuel Inc.
103. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Amherst-Pelham Regional Public Schools and Neuron Fuel Inc.
104. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Brookline Public Schools and Neuron Fuel Inc.
105. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Burlington Public Schools and Neuron Fuel Inc.
106. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Everett Public Schools and Neuron Fuel Inc.
107. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Franklin Public Schools and Neuron Fuel Inc.
108. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Harvard School District and Neuron Fuel Inc.
109. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Haverhill School District and Neuron Fuel Inc.
110. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Lexington Public Schools and Neuron Fuel Inc.
111. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Longmeadow School District and Neuron Fuel Inc.
112. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Lowell School District and Neuron Fuel Inc.
113. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Medfield Public Schools and Neuron Fuel Inc.

114. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Medford Public Schools and Neuron Fuel Inc.
115. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Melrose Public Schools and Neuron Fuel Inc.
116. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Mendon-Upton Regional School District and Neuron Fuel Inc.
117. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Milton Public Schools and Neuron Fuel Inc.
118. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Natick Public Schools and Neuron Fuel Inc.
119. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Nauset Public Schools and Neuron Fuel Inc.
120. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Newton School District and Neuron Fuel Inc.
121. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Public Schools of Northborough and Southborough and Neuron Fuel Inc.
122. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Plymouth Public Schools and Neuron Fuel Inc.
123. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Tewksbury and Neuron Fuel Inc.
124. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Wareham Public Schools and Neuron Fuel Inc.
125. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Wellesley Public Schools and Neuron Fuel Inc.
126. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between West Bridgewater School District and Neuron Fuel Inc.
127. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Weymouth Public Schools and Neuron Fuel Inc.
128. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Whitman-Hanson Regional School District and Neuron Fuel Inc.
129. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Worcester Public Schools and Neuron Fuel Inc.
130. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Falmouth Public Schools and Neuron Fuel Inc.
131. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Lewiston Public Schools and Neuron Fuel Inc.
132. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between RSU 20 and Neuron Fuel Inc.
133. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between RSU 58-MSAD 58 and Neuron Fuel Inc.
134. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between RSU 78 and Neuron Fuel Inc.
135. TEC MO NDPA V1 with Exhibit E dated as of 05/21/2024 by and between Camdenton R-III School District and Neuron Fuel Inc.
136. TEC MO NDPA V1 with Exhibit E dated as of 05/21/2024 by and between Farmington R-VII and Neuron Fuel Inc.

137. TEC MO NDPA V1 with Exhibit E dated as of 05/21/2024 by and between Francis Howell R-III and Neuron Fuel Inc.
138. TEC MO NDPA V1 with Exhibit E dated as of 05/21/2024 by and between Marshfield R-I and Neuron Fuel Inc.
139. TEC MO NDPA V1 with Exhibit E dated as of 05/21/2024 by and between Rockwood R-VI and Neuron Fuel Inc.
140. TEC MO NDPA V1 with Exhibit E dated as of 05/21/2024 by and between Wentzville R-IV and Neuron Fuel Inc.
141. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Barnstead Elementary School SAU 86 and Neuron Fuel Inc.
142. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between SAU 67 and Neuron Fuel Inc.
143. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Concord School District SAU 8 and Neuron Fuel Inc.
144. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between Fall Mountain Regional School District SAU 60 and Neuron Fuel Inc.
145. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between Gilford School District SAU 73 and Neuron Fuel Inc.
146. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Pelham School District SAU 28 and Neuron Fuel Inc.
147. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between Hillsboro-Deering School District SAU 34 and Neuron Fuel Inc.
148. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between SAU 6 and Neuron Fuel Inc.
149. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between Contoocook Valley School District and Neuron Fuel Inc.
150. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Exeter Region Cooperative School District SAU 16 and Neuron Fuel Inc.
151. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between SAU 24 and Neuron Fuel Inc.
152. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Farmington School District SAU 61 and Neuron Fuel Inc.
153. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Timberlane Regional School District SAU 106 and Neuron Fuel Inc.
154. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Londonderry School District and Neuron Fuel Inc.
155. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between SAU 53 and Neuron Fuel Inc.
156. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Governor Wentworth Regional School District SAU 49 and Neuron Fuel Inc.
157. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between SAU 29 and Neuron Fuel Inc.
158. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Portsmouth School Department (NH) and Neuron Fuel Inc.
159. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between Monroe School District SAU 77 and Neuron Fuel Inc.

160. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Kearsarge Regional School District SAU 65 and Neuron Fuel Inc.
161. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between SAU 21 and Neuron Fuel Inc.
162. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between White Mountains School District SAU 35 and Neuron Fuel Inc.
163. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between Grantham School District SAU 75 and Neuron Fuel Inc.
164. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Rollinsford School District and Neuron Fuel Inc.
165. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between SAU 41 and Neuron Fuel Inc.
166. NYS DPA dated as of 01/01/2024 by and between Cayuga-Onondaga BOCES and Neuron Fuel Inc.
167. NYS Consortium DPA dated as of 07/01/2023 by and between York Central School District and Neuron Fuel Inc.
168. NYS Consortium DPA dated as of 07/01/2023 by and between Ontario-Seneca-Yates-Cayuga-Wayne BOCES and Neuron Fuel Inc.
169. NYS Consortium DPA dated as of 07/01/2023 by and between Southern Westchester BOCES and Neuron Fuel Inc.
170. NYS Consortium DPA dated as of 07/01/2023 by and between Monroe 2-Orleans BOCES and Neuron Fuel Inc.
171. NYS Consortium DPA dated as of 07/01/2023 by and between Board of Cooperative Educational Services of Nassau County and Neuron Fuel Inc.
172. NYS Consortium DPA dated as of 07/01/2023 by and between Plainview-Old Bethpage Central School District and Neuron Fuel Inc.
173. NYS Consortium DPA dated as of 07/01/2023 by and between Albany-Schoharie-Schenectady-Saratoga BOCES and Neuron Fuel Inc.
174. NYS Consortium DPA dated as of 07/01/2023 by and between Niskayuna Central School District and Neuron Fuel Inc.
175. NYS Consortium DPA dated as of 07/01/2023 by and between Hamilton-Fulton-Montgomery BOCES and Neuron Fuel Inc.
176. NYS Consortium DPA dated as of 07/01/2023 by and between Rensselaer-Columbia-Greene BOCES and Neuron Fuel Inc.
177. NYS Consortium DPA dated as of 07/01/2023 by and between Broome-Tioga BOCES and Neuron Fuel Inc.
178. NYS Consortium DPA dated as of 07/01/2023 by and between Delaware-Chenango-Madison-Otsego BOCES and Neuron Fuel Inc.
179. NYS Consortium DPA dated as of 07/01/2023 by and between Otsego-Northern-Catskills BOCES and Neuron Fuel Inc.
180. NYS Consortium DPA dated as of 07/01/2023 by and between Erie 1 Board of Cooperative Educational Services and Neuron Fuel Inc.
181. NYS Consortium DPA dated as of 07/01/2023 by and between Madison-Oneida BOCES and Neuron Fuel Inc.
182. NYS Consortium DPA dated as of 07/01/2023 by and between Letchworth Central School District and Neuron Fuel Inc.

183. NYS Consortium DPA dated as of 07/01/2023 by and between Wayne Central School District and Neuron Fuel Inc.
184. NYS Consortium DPA dated as of 07/01/2023 by and between Board of Cooperative Educational Services First Supervisory District of Suffolk County and Neuron Fuel Inc.
185. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Anthony Wayne Local School District and Neuron Fuel Inc.
186. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Revere Local Schools and Neuron Fuel Inc.
187. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Coventry Local School District and Neuron Fuel Inc.
188. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Dover City School District and Neuron Fuel Inc.
189. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between East Muskingum Local School District and Neuron Fuel Inc.
190. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Fairview Park City School District and Neuron Fuel Inc.
191. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Georgetown Ex Vill School District and Neuron Fuel Inc.
192. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Granville Exempted Village School District and Neuron Fuel Inc.
193. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Hilliard City School District and Neuron Fuel Inc.
194. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Lake Local School District (Uniontown) and Neuron Fuel Inc.
195. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Lebanon City School District and Neuron Fuel Inc.
196. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Loudonville-Perrysville Ex Village School District and Neuron Fuel Inc.
197. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Mentor Ex Vill School District and Neuron Fuel Inc.
198. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Morgan Local School District and Neuron Fuel Inc.
199. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Mount Vernon City School District and Neuron Fuel Inc.
200. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between New Philadelphia City School District and Neuron Fuel Inc.
201. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Pickerington Local SD and Neuron Fuel Inc.
202. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Port Clinton City School District and Neuron Fuel Inc.
203. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Riverside Local School District and Neuron Fuel Inc.
204. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between South-Western City School District and Neuron Fuel Inc.
205. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Montgomery County Educational Service Center and Neuron Fuel Inc.

206. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Perry Local Schools (Lake County) and Neuron Fuel Inc.
207. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Arcanum Butler Local School District and Neuron Fuel Inc.
208. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between West Muskingum Local School District and Neuron Fuel Inc.
209. OK NDPA V1 (With Exhibit E) dated as of 01/23/2025 by and between Moore Public Schools and Neuron Fuel Inc.
210. OR-NDPA-V1 (With Exhibit) dated as of 02/02/2023 by and between LEBANON COMMUNITY SCHOOL DISTRICT 009 and Neuron Fuel Inc.
211. OR-NDPA-V1 (With Exhibit) dated as of 02/02/2023 by and between Portland Public Schools and Neuron Fuel Inc.
212. OR-NDPA-V1 (With Exhibit) dated as of 02/02/2023 by and between Salem-Keizer School District and Neuron Fuel Inc.
213. OR-NDPA-V1 (With Exhibit) dated as of 02/02/2023 by and between Silver Falls School District 4J and Neuron Fuel Inc.
214. OR-NDPA-V1 (With Exhibit) dated as of 02/02/2023 by and between Tigard-Tualatin School District and Neuron Fuel Inc.
215. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Warwick Public Schools and Neuron Fuel Inc.
216. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between West Warwick Public Schools and Neuron Fuel Inc.
217. TX-NDPA-V1 (with Exhibit E) dated as of 11/13/2023 by and between Cypress-Fairbanks ISD and Neuron Fuel Inc.
218. TX-NDPA-V1 (with Exhibit E) dated as of 11/13/2023 by and between Northside ISD (San Antonio) and Neuron Fuel Inc.
219. TX-NDPA-V1 (with Exhibit E) dated as of 11/13/2023 by and between Lubbock-Cooper ISD and Neuron Fuel Inc.
220. UT-NDPA-V1 (with Exhibit) dated as of 11/16/2023 by and between Granite and Neuron Fuel Inc.
221. UT-NDPA-V1 (with Exhibit) dated as of 11/16/2023 by and between Iron County and Neuron Fuel Inc.
222. Utah DPA V2 (With Exhibit E) dated as of 08/27/2019 by and between Park City and Neuron Fuel Inc.
223. Utah DPA V2 (With Exhibit E) dated as of 12/16/2019 by and between Provo and Neuron Fuel Inc.
224. UT-NDPA-V1 (with Exhibit) dated as of 11/16/2023 by and between South Summit and Neuron Fuel Inc.
225. Utah DPA V2 (With Exhibit E) dated as of 08/27/2019 by and between Wasatch County School District and Neuron Fuel Inc.
226. Utah DPA V2 (With Exhibit E) dated as of 03/03/2020 by and between Weber School District and Neuron Fuel Inc.
227. UT-NDPA-V1 (with Exhibit) dated as of 11/16/2023 by and between Ascent Academies of Utah and Neuron Fuel Inc.
228. UT-NDPA-V1 (with Exhibit) dated as of 11/16/2023 by and between Spectrum Academy and Neuron Fuel Inc.

229. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Addison Central School District and Neuron Fuel Inc.
230. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Missisquoi Valley School district and Neuron Fuel Inc.
231. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Franklin West Supervisory Union and Neuron Fuel Inc.
232. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Southwest Vermont Supervisory Union and Neuron Fuel Inc.
233. WA-NDPA-V1 (with Exhibit E) dated as of 05/15/2024 by and between Northshore School District and Neuron Fuel Inc.
234. WASPA V1 (with Exhibit) dated as of 08/30/2020 by and between Snoqualmie Valley School District and Neuron Fuel Inc.
235. Wisconsin Student Data Privacy Agreement Template (with Exhibit) dated as of 01/12/2024 by and between Fox Point J2 and Neuron Fuel Inc.
236. Wisconsin Student Data Privacy Agreement Template (with Exhibit) dated as of 01/12/2024 by and between Green Bay Area Public Schools and Neuron Fuel Inc.
237. Wisconsin Student Data Privacy Agreement Template (with Exhibit) dated as of 01/12/2024 by and between School District of the Menomonie Area and Neuron Fuel Inc.
238. Wisconsin Student Data Privacy Agreement Template (with Exhibit) dated as of 01/12/2024 by and between Stevens Point Area Public School District and Neuron Fuel Inc.
239. AWS Customer Agreement by and between Amazon, Inc. and Neuron Fuel Inc.
240. Apple Developer Agreement by and between Apple, Inc. and Neuron Fuel Inc.
241. Apple Developer Program License Agreement.
242. Google Play Developer Distribution Agreement by and between Google LLC and Neuron Fuel Inc.
243. Master Subscription Agreement by and between Salesforce, Inc. and Neuron Fuel Inc.
244. Independent Contractor Agreement dated as of 02/20/2025 by and between Tiasha Sarkar and Neuron Fuel Inc.
245. Independent Contractor Agreement dated as of 12/27/2024 by and between Shilpa Narayanlal Prajapati and Neuron Fuel Inc.
246. Independent Contractor Agreement dated as of 02/27/2025 by and between Megha Sharma and Neuron Fuel Inc.
247. Enterprise Order Agreement by and between Iterable, Inc. and Neuron Fuel Inc.
248. Cloudflare, Inc. pursuant to the standard online terms of service.
249. GoDaddy Inc. pursuant to the standard online terms of service.
250. PayPal, Inc., pursuant to the standard online terms of service.
251. Stripe, Inc. pursuant to the standard online terms of service.
252. Google Workspace pursuant to the standard online terms of service.
253. Google Cloud Platform/SecOps pursuant to the standard online terms of service.
254. Google Ads pursuant to the standard online terms of service.
255. Buffer, pursuant to the standard online terms of service.
256. Apple Search Ads pursuant to the standard online terms of service.
257. Facebook pursuant to the standard online terms of service.
258. Bing, pursuant to the standard online terms of service.
259. MailChimp, pursuant to the standard online terms of service.

260. Survey Monkey, pursuant to the standard online terms of service.
261. Appsflyer, pursuant to the standard online terms of service.
262. Sprinto, pursuant to the standard online terms of service.
263. Youtrack, pursuant to the standard online terms of service.
264. Freshdesk, pursuant to the standard online terms of service.
265. Trello, pursuant to the standard online terms of service.
266. Gitlab, pursuant to the standard online terms of service.
267. Figma, pursuant to the standard online terms of service.
268. Adobe Creative Cloud & Acrobat Pro, pursuant to the standard online terms of service.
269. Conaga, pursuant to the standard online terms of service.
270. Canva Teams, pursuant to the standard online terms of service.
271. Google Classroom, pursuant to the standard online terms of service.
272. Clever, pursuant to the standard online terms of service.
273. Salesdirector.ai (Salesforce), pursuant to the standard online terms of service.
274. Calendly, pursuant to the standard online terms of service.
275. Slack, pursuant to the standard online terms of service.
276. Shopify, pursuant to the standard online terms of service.
277. Google Analytics, pursuant to the standard online terms of service.
278. Google Play Console, pursuant to the standard online terms of service.
279. App Store Connect, pursuant to the standard online terms of service.
280. Student Data Privacy Consortium, pursuant to the standard online terms of service.
281. Spine Editor License Agreement, last updated 04/05/2025.
282. YAMM, pursuant to the standard online terms of service.
283. Xero, pursuant to the standard online terms of service.
284. Breadwinner (Salesforce), pursuant to the standard online terms of service.
285. Agreement with Classlink.
286. Agreement with Minecraft.
287. Agreement with Gusto pursuant to standard terms of service.
288. Agreement with Bit.ly pursuant to standard terms of service.
289. Agreement with Brex pursuant to standard terms of service.
290. Agreement with Canvas pursuant to standard terms of service.
291. Agreement with Cloudinary pursuant to standard terms of service.
292. Agreement with Conga pursuant to standard terms of service.
293. Agreement with Healthchecks pursuant to standard terms of service.
294. Agreement with Hotjar pursuant to standard terms of service.
295. Agreement with Maxmind pursuant to standard terms of service.
296. Agreement with Twitter pursuant to standard terms of service.
297. Any Contracts between Neuron Fuel and any school or school district or other customer entered into between the date of these Disclosure Schedules and the Closing Date.
298. Exhibit 2.01(b) is hereby incorporated by reference.

Exhibit 2.01(b)

Account Name		
Cypress Fairbanks Independent School District		District Contract 1
Charlotte Mecklenburg Schools		District Contract 2
Stratford Schools*		District Contract 3
Salt Lake City School District		District Contract 4
Harrison County School District		District Contract 5
Utah Online School*		District Contract 6
New Brunswick Public Schools*		District Contract 7
Vertex Education/Legacy Traditional Schools*		District Contract 8
Everett Public Schools, MA*		District Contract 9
Catholic Archdiocese of Agana		District Contract 10
Victoria Independent School District		District Contract 11
Elmwood Park Community Unit School District 401		District Contract 12
Portage Township Schools, IN		District Contract 13
New Monmouth Elementary School		District Contract 14
Barrington Community Unit School District 220		District Contract 15
Carrollton Farmers Branch Independent School District		District Contract 16
Lammersville Joint Unified School District		District Contract 17
Bellwood School District 88		District Contract 18
Millburn Township Public Schools, NJ		District Contract 19
International College		District Contract 20
North Brunswick Township Public Schools		District Contract 21
Middletown Public Schools, CT		District Contract 22
Mattoon Community Unit School District 2		District Contract 23
Western Suffolk BOCES		District Contract 24
Tri-Creek School Corporation		District Contract 25
Greater Clark County Schools		District Contract 26
Elk River Area School District 728		District Contract 27
Selma City Schools, AL		District Contract 28
Parkland School District		District Contract 29
Gurnee School District 56		District Contract 30
Summit Hill School District 161		District Contract 31

South Plainfield School District	District Contract 32
Centennial Elementary School	District Contract 33
Lower Hudson Regional Information Center (LHRIC)	District Contract 34
Lebanon City Schools	District Contract 35
PARKER SCHOOL	District Contract 36
Snoqualmie Valley School District	District Contract 37
ABQ SCHOOL OF EXCELLENCE	District Contract 38
Chesapeake Science Point Elementary School	District Contract 39
Willingboro School District	District Contract 40
New Canaan Public Schools	District Contract 41
St. Francis Xavier Catholic School, LA	District Contract 42
Southgate Community School District	District Contract 43
Enlarged City School District of Middletown	District Contract 44
Science Academies of New York Charter Schools	District Contract 45
Lighthouse Connections Academy	District Contract 46
The Anthony School	District Contract 47
Code Hub	District Contract 48
Pleasanton Unified School District	District Contract 49
Dragon School	District Contract 50
Monroe Woodbury Central School District	District Contract 51
STATION CAMP MIDDLE SCHOOL	District Contract 52
Lovejoy Independent School District*	District Contract 53
The American School Foundation	District Contract 54
Davis Joint Unified School District	District Contract 55
Godley Independent School District	District Contract 56
Birch Family Services	School Contract 1
Clearwater Public Education Centre	School Contract 2
Hillside Elementary School	School Contract 3
CAMPBELL HALL SCHOOL	School Contract 4
Hillsborough City School District	School Contract 5
ST MICHAEL-ALBERTVILLE MIDDLE WEST	School Contract 6
ST . MICHAEL-ALBERTVILLE MIDDLE EAST	School Contract 7
Mary Tsukamoto Elementary School	School Contract 8

Crete Monee Community Unit School District 201U	School Contract 9
PERRY ELEMENTARY	School Contract 10
Moreno Valley College	School Contract 11
Wittmann Elementary School	School Contract 12
Corpus Christi Catholic School, PA	School Contract 13
CORPUS CHRISTI SCHOOL	School Contract 14
TRI CENTRAL MIDDLE-HIGH SCHOOL	School Contract 15
Gideon Hausner Jewish Day School	School Contract 16
IMAGINE SCHOOLS CHANCELLOR CAMPUS	School Contract 17
THE SALISBURY SCHOOL	School Contract 18
two year plan	School Contract 19
Pembroke Community Middle School, MA	School Contract 20
EVANT EL	School Contract 21
Brunswick City School District	School Contract 22
Fairview Park City Schools	School Contract 23
SARATOGA ELEMENTARY	School Contract 24
Saratoga Elementary School	School Contract 25
St Albans Country Day School	School Contract 26
Elk Township School District	School Contract 27
Rancho Del Rey Middle School	School Contract 28
Lower Hudson Regional Information Center (LHRIC)	School Contract 29
Coronado Middle School	School Contract 30
Heritage Christian Online School, BC	School Contract 31
Lower Canada College	School Contract 32
Unionville College	School Contract 33
Fairport Central School District	School Contract 34
South Brunswick School District	School Contract 35
Collegiate Charter School of Lowell	School Contract 36
St Charles Borromeo Catholic School, OH	School Contract 37
Frontier High School	School Contract 38
Arizona Charter Academy	School Contract 39
National Teachers Academy	School Contract 40
Queen Bee School District 16	School Contract 41

Rabun County Elementary School	School Contract 42
Flat Rock Community Schools	School Contract 43
Lexington Public Schools, MA	School Contract 44
Howard Winneshiek Community School District	School Contract 45
Colorado Digital Learning Solutions	School Contract 46
Stemality	School Contract 47
Bret Harte Elementary School, IL	School Contract 48
Magnolia Science Academy	School Contract 49
The Biome School	School Contract 50
Valparaiso Community Schools	School Contract 51
Merryhill Elementary School, Milpitas	School Contract 52
EDGEWOOD MIDDLE SCHOOL	School Contract 53
Koko Head Elementary School	School Contract 54
LAKEVIEW MIDDLE SCHOOL	School Contract 55
Lawton C Johnson Summit Middle School	School Contract 56
Union Preparatory Academy at Indian Trail	School Contract 57
Niles Township High Schools District 219	School Contract 58
Coral Academy of Science - Middle	School Contract 59
Big Apple Academy	School Contract 60
Circleville Middle School	School Contract 61
Port Clinton City School District	School Contract 62
Treutlen Middle/High School	School Contract 63
South Williamsport Area School District	School Contract 64
Fredon Township School District	School Contract 65
Skokie Morton Grove School District 69	School Contract 66
Somerset Middle School	School Contract 67
William C Goudy Technology Academy	School Contract 68
Sioux City Community School District	School Contract 69
STEM School Highlands Ranch	School Contract 70
Joseph E Soehl Middle School	School Contract 71
Millburn School District 24, IL	School Contract 72
Galileo Scholastic Academy of Math and Science	School Contract 73
Brookhaven Innovation Academy Charter School	School Contract 74

Christ the King Catholic School, FL	School Contract 75
Garden Grove Unified School District	School Contract 76
Hobbs Municipal Schools	School Contract 77
Instituto Thomas Jefferson (ITJ) Campus Queretaro	School Contract 78
Linden Christian School	School Contract 79
Newton's Grove School	School Contract 80
North Cliff School	School Contract 81
Peninsula Heritage School	School Contract 82
Springfield Public Schools, MO	School Contract 83
St Christopher's School Bahrain	School Contract 84
The Steward School	School Contract 85
Thunder Vista P-8 School	School Contract 86
Waynesville R-VI School District	School Contract 87
Melvin H Kreps Middle School	School Contract 88
Barnwell Elementary School	School Contract 89
Early College Academy	School Contract 90
JR Robson School	School Contract 91
Lawrence W Cross Middle School	School Contract 92
Seymour Elementary School, MO	School Contract 93
St Stephen's Episcopal Day School	School Contract 94
Idaho Home Learning Academy	School Contract 95
Morning Star Academy	School Contract 96
SCHUBERT ELEM SCHOOL	School Contract 97
Egg Harbor City Public Schools	School Contract 98
Luther Burbank School District	School Contract 99
Wayne Finger Lakes Board of Cooperative Educational Services	School Contract 100
St John's School, BC	School Contract 101
Markam College	School Contract 102
Beacon Hill School	School Contract 103
International Community School	School Contract 104
Episcopal School of Jacksonville	School Contract 105
Lake Chelan Middle School	School Contract 106
Lower Hudson Regional Information Center (LHRIC)	School Contract 107

Allen Village School	School Contract 108
Arab Model Schools	School Contract 109
Basis Independent School Fremont	School Contract 110
British School Dhahran (BSD)	School Contract 111
Charlotte Christian School	School Contract 112
Chesapeake Math and IT Academy North Elementary School	School Contract 113
David G Millen Magnet Academy	School Contract 114
Eugenio Maria De Hostos Charter School	School Contract 115
Holy Cross Regional Catholic School	School Contract 116
King David Kalakaua Middle School	School Contract 117
Lammersville Joint Unified School District	School Contract 118
Liza Jackson Preparatory School, FL	School Contract 119
Madison Local Schools	School Contract 120
Michigan Mathematics And Science Academy	School Contract 121
Nexus International School (Singapore) PTE LTD	School Contract 122
Our Lady of Loreto Catholic School	School Contract 123
Panther Valley Intermediate School	School Contract 124
SelfDesign Learning Community	School Contract 125
Shrewsbury Borough School District	School Contract 126
St Raphael School, OH	School Contract 127
St Rita's College	School Contract 128
Thembelisha Preparatory School	School Contract 129
Walton Intermediate School	School Contract 130
Marymount School Barranquilla	School Contract 131
Cleburne Independent School District	School Contract 132
Friendship Aspire Academy Public Charter Schools	School Contract 133
MS 216 George J Ryan School	School Contract 134
Shadow Ridge Middle School	School Contract 135
Alexandria Township School District	School Contract 136
Anna L Klein School	School Contract 137
Bugg Magnet Elementary School	School Contract 138
George Walton Academy	School Contract 139
iLEAD Exploration Hybrid	School Contract 140

Instituto Piaget Reynosa	School Contract 141
Mill School & Technology Academy	School Contract 142
PS 204 - Morris Heights	School Contract 143
Seton Catholic School, OH	School Contract 144
St. Charles Borromeo Catholic School, WA	School Contract 145
Imhotep Academy	School Contract 146
Russellville Elementary	School Contract 147
Wesleyan School, GA	School Contract 148
Northern Ozaukee School District	School Contract 149
Hillcrest Elementary School, CA	School Contract 150
SURPRISE VALLEY ELEMENTARY	School Contract 151
El Rancho Unified School District	School Contract 152
Magnolia Science Academy - Santa Ana	School Contract 153
Valley Central School District	School Contract 154
Carl H Kumpf Middle School*	School Contract 155
Lawrence & Heidi Canarelli Middle School	School Contract 156
Action Day Schools	School Contract 157
Charleston Day School	School Contract 158
Christ the King Regional School, NJ	School Contract 159
Colegio Internacional Levante	School Contract 160
Enabled Education CIC	School Contract 161
Flint Hill School	School Contract 162
FourC Bilingual Academy	School Contract 163
Georgia School Ningbo	School Contract 164
Instituto Quetzalcóatl	School Contract 165
Mother Maria Anna Brunner	School Contract 166
Richmond Hill Montessori Private School	School Contract 167
Spanish River Christian School	School Contract 168
St Andrew's International School	School Contract 169
The Elisabeth Morrow School	School Contract 170
The Pittwater House Schools	School Contract 171
Hamilton Fulton Montgomery Board of Cooperative Educational Services	School Contract 172
Lower Hudson Regional Information Center (LHRIC)	School Contract 173

Heritage Christian School, CA	School Contract 174
Upper Moreland School District	School Contract 175
Hoisington Middle School	School Contract 176
Stamford American School Hong Kong	School Contract 177
Wildwood Elementary School	School Contract 178
Calvary Christian School	School Contract 179
Cincinnati Hills Christian Academy	School Contract 180
Manarat Sana'a International School	School Contract 181
Bonham Middle School	School Contract 182
Discovery Middle School, AL*	School Contract 183
Fort Smith Public School District	School Contract 184
Harrington Elementary	School Contract 185
King William County Public Schools	School Contract 186
New Hartford Public Schools	School Contract 187
Oneonta Elementary School	School Contract 188
Raymond Case Elementary School	School Contract 189
Elgin Community College	School Contract 190
Far Hills Country Day School	School Contract 191
Marine Leadership Academy	School Contract 192
Miami Dade Public Library System	School Contract 193
Saint Thomas School, DR	School Contract 194
Singapore Ministry of Education	School Contract 195
Harbor Point Academy	School Contract 196
Good Shepherd Academy	School Contract 197
Arkansas High School	School Contract 198
Branchburg Township School District	School Contract 199
Center Cass School District 66	School Contract 200
COLEMAN ELEMENTARY	School Contract 201
Coleman Elementary School	School Contract 202
Discovery Charter School Durham	School Contract 203
Evans Middle School	School Contract 204
Fairbanks Middle School	School Contract 205
Franklin Area School District	School Contract 206

Greater Latrobe Junior High School	School Contract 207
Green Magnet Academy	School Contract 208
GREEN MAGNET MATH AND SCIENCE ACADEMY	School Contract 209
Harrison High School	School Contract 210
Huei Deng High School	School Contract 211
I ³ Academy, AL	School Contract 212
IS 239 Mark Twain Intermediate School for the Gifted and Talented	School Contract 213
IS 72 Rocco Laurie School	School Contract 214
Las Vegas High School	School Contract 215
Monroe School District, WA	School Contract 216
New Providence Middle School, NJ	School Contract 217
Pontotoc Junior High School	School Contract 218
Providence Day School	School Contract 219
River Valley School	School Contract 220
St Mary's School, OR	School Contract 221
Tanglin Trust School	School Contract 222
The Westminster School	School Contract 223
TR Smedberg Middle School	School Contract 224
Universal Institute Charter School	School Contract 225
Woodbury Junior-Senior High School	School Contract 226
Magee Academy of Arts & Sciences	School Contract 227
NorthPointe Christian Elementary School	School Contract 228
St Margaret's Episcopal School	School Contract 229
Fulton Science Academy	School Contract 230
Pitman Public Schools	School Contract 231
Homewood School District 153	School Contract 232
North London Collegiate School	School Contract 233
Riverdale Country School, NY	School Contract 234
Solana Vista Elementary	School Contract 235
Granada Middle School	School Contract 236
Ridgetop Middle School	School Contract 237
Oneonta City School District	School Contract 238
St. Mary School, IL	School Contract 239

Alghanim Bilingual School	School Contract 240
Alvah A Scott Elementary School	School Contract 241
Ben Franklin Academy	School Contract 242
British International School of Chicago, South Loop	School Contract 243
Calumet High School	School Contract 244
Chester High School	School Contract 245
Colegio Valle del Miro	School Contract 246
College Grove Elementary	School Contract 247
Elder Dr. Francis Whiskeyjack School	School Contract 248
Elgin Local Schools	School Contract 249
Grafton Public Schools	School Contract 250
Hollis Brookline Middle School	School Contract 251
Huili School Shanghai	School Contract 252
Idalou Middle School	School Contract 253
Kamehameha Schools Maui	School Contract 254
Lake Creek High School	School Contract 255
Lodi Middle School	School Contract 256
McAuley Catholic Primary School	School Contract 257
Nanakuli Elementary School	School Contract 258
Northpoint Charter School (formerly Southwest Secondary L.C.)	School Contract 259
Rios Elementary School	School Contract 260
Rozelle Elementary Creative and Performing Arts Optional School	School Contract 261
Smartkids International School	School Contract 262
Stockholm International School	School Contract 263
The Bermuda High School for Girls	School Contract 264
Unatego Central Schools	School Contract 265
YK Pao School	School Contract 266
Cecil Intermediate School	School Contract 267
Hampton Primary School	School Contract 268
Remsenburg-Speonk Elementary School	School Contract 269
Madison-Oneida Board of Cooperative Educational Services (MO BOCES)	School Contract 270
Anfield School	School Contract 271
Channahon School District 17	School Contract 272

Colegio Peruano Británico	School Contract 273
E T Richardson Middle School	School Contract 274
Haledon Public School	School Contract 275
Harrow Innovation Leadership Academy Haikou	School Contract 276
Iona Presentation College	School Contract 277
Larmenier & Sacred Heart Catholic Primary School	School Contract 278
Nord Anglia School Beijing, Shunyi	School Contract 279
Universidad del Valle de Guatemala	School Contract 280
Yew Chung International School Shanghai	School Contract 281
Sri KDU International School - KD	School Contract 282
Spring Education Group Inc	School Contract 283
Hinds Community College	School Contract 284
InterAmerican Academy	School Contract 285
International School of the Sacred Heart	School Contract 286
Orland Unified School District	School Contract 287
Silverwood Elementary School	School Contract 288
Valor International Scholars	School Contract 289
NSU University School	School Contract 290
College Station Elementary School	School Contract 291
Amstelland International School	School Contract 292
Collegiate School New York	School Contract 293
eCademy K8 Magnet School	School Contract 294
Escuela Continental	School Contract 295
Friends School of Baltimore	School Contract 296
Hodgdon Middle / High School	School Contract 297
Holy Trinity Episcopal Day School, MD	School Contract 298
Horizon Science Academy Columbus Middle School	School Contract 299
Kohelet Yeshiva	School Contract 300
McPherson Middle School	School Contract 301
Norris Middle School	School Contract 302
North Strabane Intermediate School	School Contract 303
Oak Grove School District 68, IL	School Contract 304
Pioneer Academy	School Contract 305

Ranney School	School Contract 306
Renaissance Charter School at Cooper City	School Contract 307
Riverside Brookfield High School	School Contract 308
Riverside Middle School, SC*	School Contract 309
School of The Blessed Sacrament	School Contract 310
Somerville House	School Contract 311
Spring Lake Middle School	School Contract 312
St John the Baptist Catholic School, CA	School Contract 313
St Stanislaus School	School Contract 314
The Wilberforce School	School Contract 315
Tuscaloosa Academy	School Contract 316
Valley Middle School, NJ	School Contract 317
Villa Academy	School Contract 318
Dutchess County Board of Cooperative Educational Services (DC BOCES)	School Contract 319
Erie 1 Board of Cooperative Educational Services (Erie 1 BOCES)	School Contract 320
Northeastern Regional Information Center	School Contract 321
Washington-Saratoga-Warren-Hamilton-Essex Board of Cooperative Educational Services	School Contract 322
Wayne Finger Lakes Board of Cooperative Educational Services	School Contract 323
Wayne Finger Lakes Board of Cooperative Educational Services	School Contract 324
Letchworth Elementary School	School Contract 325
Beecher Road School	School Contract 326
St. Martin STEAM Academy	School Contract 327
Columbia Elementary School	School Contract 328
International Community School	School Contract 329
John Thomas Dye School	School Contract 330
Kelly A Burlison Middle School	School Contract 331
Prescott Primary Northern School	School Contract 332
Rockford Public Schools	School Contract 333
Sekolah Pelita Bangsa	School Contract 334
Southwestern Elementary School	School Contract 335
ST JOHN THE BAPTIST CATHOLIC SCHOOL	School Contract 336
St Martin of Tours School	School Contract 337

The Benjamin School	School Contract 338
Craigmore South Primary School	School Contract 339
Harrow International School Bangkok	School Contract 340
PENINSULA HERITAGE SCHOOL	School Contract 341
Queen of Heaven School	School Contract 342
Maple College	School Contract 343
Centerpoint School District	School Contract 344
STEM ² Hub, FL	School Contract 345
Caylent	School Contract 346
Dalian American International School	School Contract 347
Excelsior Charter School Barstow	School Contract 348
Fairfield Country Day School	School Contract 349
Humphrey Public Schools	School Contract 350
Olympia South Elementary School	School Contract 351
Promise Prep	School Contract 352
School 16	School Contract 353
St. Gabriel Consolidated School	School Contract 354
The Timothy Ministry School, GA	School Contract 355
GG International School	School Contract 356
Blessed Stephen Bellesini O.S.A. Academy	School Contract 357
Eden Prairie Schools	School Contract 358
John F Kennedy Elementary School	School Contract 359
PS 139Q The Rego Park School	School Contract 360
Realfun Learning Centre	School Contract 361
St Mary's Episcopal Day School, FL	School Contract 362
Baggs Elementary School	School Contract 363
Quogue Union Free School District	School Contract 364
Calumet Christian School	School Contract 365
America's Finest Charter School	School Contract 366
Brown Girls Code Academy	School Contract 367
CamelCode Academy	School Contract 368
Doctor Franklin Perkins School	School Contract 369
Jithour Al-Marifa for EDU	School Contract 370

Noble Academy Cleveland Charter School	School Contract 371
Osiris Organization	School Contract 372
Aiea Elementary School	School Contract 373
Culford School	School Contract 374
Herrman Elementary School	School Contract 375
LSU Laboratory School	School Contract 376
Our Lady of Grace Catholic School	School Contract 377
HUMPHREY ELEMENTARY SCHOOL	School Contract 378
The Weiss School	School Contract 379
Arkansas Correctional School District	School Contract 380
Magen David Yeshivah, NY	School Contract 381
Edwardsburg Middle School	School Contract 382
Ridgefield Academy	School Contract 383
Our Lady of Mount Carmel	School Contract 384
John Shields Elementary School	School Contract 385
Tyndale Christian School	School Contract 386
Freeport School District 145	School Contract 387
King's College School, The Bahamas	School Contract 388
Loudoun Country Day School	School Contract 389
Minneola Elementary School	School Contract 390
Narromine Christian School	School Contract 391
Rockford Iqra School	School Contract 392
Southeast Fountain Elementary School	School Contract 393
St Mary of Gostyn School	School Contract 394
Vinewood	School Contract 395
YMCA of South Florida	School Contract 396
Jeff Davis Elementary School	School Contract 397
Everest Collegiate High School & Academy, MI	School Contract 398
Unity College	School Contract 399
Readington Middle School	School Contract 400
Azle Junior High School	School Contract 401
Union Ocean Co.	School Contract 402
Yonkers Public Schools	School Contract 403

Nassau Board of Cooperative Educational Services	School Contract 404
AICWC Hiroshima Elementary School	School Contract 405
Cairns West State School	School Contract 406
Channahon Jr. High School	School Contract 407
ESwatini Foundation for STEM Education	School Contract 408
Nysmith School for The Gifted	School Contract 409
Petersburg High School	School Contract 410
SAR Academy	School Contract 411
Spring-Ford Intermediate School Academics	School Contract 412
St James Episcopal School*	School Contract 413
Sawgrass Adventist School	School Contract 414
The Heartland Foundation	School Contract 415
Ignite Entrepreneurship Academy	School Contract 416
Blessed Sacrament School	School Contract 417
International School of Islamabad	School Contract 418
St Columba School	School Contract 419
Sharpville Area Middle School	School Contract 420
Hillside Collegiate Wirye	School Contract 421
Boys and Girls Club of Benton County	School Contract 422
Seeger Memorial Junior/Senior High School	School Contract 423
After-School All-Stars, Los Angeles	School Contract 424
After-School All-Stars, Los Angeles	School Contract 425
After-School All-Stars, Los Angeles	School Contract 426
After-School All-Stars, Los Angeles	School Contract 427
After-School All-Stars, Los Angeles	School Contract 428
Faith Baptist Schools, CA	School Contract 429
Hopewell Christian Academy	School Contract 430
Hsinchu County American School	School Contract 431
Piedmont OPEN IB Middle School	School Contract 432
Rogers Middle School	School Contract 433
Uncompahgre Board of Cooperative Educational Services (UnBOCES)	School Contract 434
Nassau Board of Cooperative Educational Services	School Contract 435
Fruit Cove Middle School	School Contract 436

Palm Beach Day Academy -- PreK - 3rd Campus	School Contract 437
Luyfe Rivas	School Contract 438
Miami Valley School	School Contract 439
Billings Christian School	School Contract 440
Cornell Elementary School, PA	School Contract 441
Harrow Innovation Leadership Academy Haikou	School Contract 442
Rockport Elementary School	School Contract 443
Egg Harbor City Public Schools	School Contract 444
Fairless Local School District	School Contract 445
Mount Pleasant Central School District	School Contract 446
Riverside Middle School	School Contract 447
San Carlos School	School Contract 448
Branksome Hall IB World School	School Contract 449
Torah Prep	School Contract 450
Calvary Christian Academy, FL	School Contract 451
Geary Junior High School	School Contract 452
Osiris Organization	School Contract 453
The Wildwood School K-12	School Contract 454
Grace Yokley Jr High	School Contract 455
Horizon Science Academy Denison Middle School	School Contract 456
International School of Denver	School Contract 457
Joaquin Moraga Intermediate School	School Contract 458
Kaleidoscope Charter School	School Contract 459
Saint Mark's School	School Contract 460
St Augustine School, Ponoka	School Contract 461
Summit Middle School, CO	School Contract 462
Sycamore High School	School Contract 463
The Walker School, GA	School Contract 464
TynkerMinds Education Solutions	School Contract 465
Dulwich College Singapore	School Contract 466
Berkley Community School	School Contract 467
Canyon Grove Academy	School Contract 468
Sonoran Virtual Academy	School Contract 469

Unionville College	School Contract 470
St Mary of Gostyn School	School Contract 471
The Gillispie School	School Contract 472
St Philip Catholic School	School Contract 473
Anfield St. Bosco Koon Ying	Classroom Contract 1
Autobotic Sdn. Bhd.	Classroom Contract 2
Braemar House School	Classroom Contract 3
Brooklyn Friends School	Classroom Contract 4
Earle E Williams Middle School	Classroom Contract 5
Effingham County Middle School	Classroom Contract 6
Emmaus Christian School	Classroom Contract 7
Foley Intermediate School, MN	Classroom Contract 8
Freeman Middle School	Classroom Contract 9
Guangzhou Nansha Youke Education Center	Classroom Contract 10
Henry E Huntington Middle School	Classroom Contract 11
Hiba Academy Nantong	Classroom Contract 12
Hughes Academy Of Science And Technology	Classroom Contract 13
Ignite Entrepreneurship Academy	Classroom Contract 14
James E Potter Junior High School	Classroom Contract 15
Kingsley College	Classroom Contract 16
Mora High School	Classroom Contract 17
Pocono Mountain West Junior High School	Classroom Contract 18
PS 181 The Brookfield School	Classroom Contract 19
Rangeley Lakes Regional School (RSU 78)	Classroom Contract 20
Rutgers Preparatory School	Classroom Contract 21
RWG Stem Academy	Classroom Contract 22
Saint Marks High School	Classroom Contract 23
Sandy Spring Friends School	Classroom Contract 24
School District of Brown Deer	Classroom Contract 25
Séphora Berrebi	Classroom Contract 26
South Peninsula Hebrew Day School	Classroom Contract 27
St Jean Vianney Catholic School	Classroom Contract 28
Summer Fields School	Classroom Contract 29

SUTTON MIDDLE SCHOOL	Classroom Contract 30
The International School of Kuala Lumpur	Classroom Contract 31
The Sterling Hall School	Classroom Contract 32
The Summit Country Day School	Classroom Contract 33
Waabshki Penasi School	Classroom Contract 34
Waterfront Montessori School	Classroom Contract 35
Wellpinit School District	Classroom Contract 36
Williams County Public Library	Classroom Contract 37
Wyoming Boys' School	Classroom Contract 38
Young Scholars of Central Pennsylvania Charter School	Classroom Contract 39
Colegio Valle del Miro	Classroom Contract 40
Harbour International School	Classroom Contract 41
Milwaukee School of Engineering	Classroom Contract 42
Michigan Mathematics And Science Academy	Classroom Contract 43
Centro Ibn Gabirol	Classroom Contract 44
Community Day School, PA	Classroom Contract 45
Hillside Collegiate Wirye	Classroom Contract 46
Lincoln Elementary School	Classroom Contract 47
Little River Junior Senior High School	Classroom Contract 48
Hollywood Schoolhouse	Classroom Contract 49
People for Change Coalition	Classroom Contract 50
Sassafras Primary School	Classroom Contract 51
Charyl Stockwell Academy Middle School	Classroom Contract 52
E T Richardson Middle School	Classroom Contract 53
Almadina Language Society	Classroom Contract 54
Haledon Public School	Classroom Contract 55
Haledon Public School	Classroom Contract 56
Lake Zurich Middle - S Campus	Classroom Contract 57
Moses Brown School	Classroom Contract 58
Tuwaiq Academy	Classroom Contract 59
Sutton Middle School, MA	Classroom Contract 60
Freeman Middle School	Classroom Contract 61
PS 139Q The Rego Park School	Classroom Contract 62

Westside School	Classroom Contract 63
Colegio Alfonsino de San Pedro	Classroom Contract 64
Calvary Episcopal School	Classroom Contract 65
Forcey Christian School	Classroom Contract 66
GLOW School	Classroom Contract 67
Grand Avenue Elementary School	Classroom Contract 68
St Patrick Catholic School	Classroom Contract 69
We Love to Uplift	Classroom Contract 70
Wonewoc Center Elementary School	Classroom Contract 71

Schedule 2.01(c)

Acquired Tangible Personal Property

None.

Schedule 2.01(d)(i)**Acquired Intellectual Property Registrations****I. Patents owned by Neuron Fuel:**

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
Neuron Fuel, Inc.	SYSTE MS AND METHO DS FOR PROGR AMMIN G INSTR UCTIO NS	16/910,4 30	6/24/202 0	11,127,3 11	09/21/20 21	61/738,7 99 13/837,7 19 15/457,5 36	Patented Case	09/21/20 21	169969	Yes	Yes
Neuron Fuel, Inc.	SYSTE MS AND METHO DS FOR CUSTO MIZED LESSO N CREAT ION AND	14/180,2 53	2/13/201 4	10,510,2 64	12/17/20 19	61/804,0 69 children 16/663,1 48	Patented Case	11/26/20 19	169969	Yes	Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	APPLICATION										
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR CUSTOMIZED LESSON CREATION AND APPLICATION	16/663,148	10/24/2019	11,158,202	10/26/2021	14/180,253 61/804,069	Patented Case	10/13/2021	169969	Yes	Yes
Neuron Fuel, Inc.	PROGRESSIVE LEARNING CENTER	13/715,417	12/14/2012	9,595,202	03/14/2017	children 15/457,540	Patented Case	02/22/2017	169969	Yes	Yes
Neuron Fuel, Inc.	INTEGRATED DEVELOPMENT	14/503,058	9/30/2014	10,276,061	04/30/2019	children 16/382,078	Patented Case	04/10/2019	169969	Yes	Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	ENVIRONMENT FOR VISUAL AND TEXT CODING										
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR GOAL BASED PROGRAMMING INSTRUCTION	13/837,719	3/15/2013	9,595,205	03/14/2017	61/738,799 children 15/457,536 16/910,430	Patented Case	02/22/2017	169969	Yes	Yes
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR GOAL-BASED	15/457,536	3/13/2017	10,726,739	07/28/2020	13/837,719 61/738,799 children	Patented Case	07/09/2020	169969	Yes	Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	PROGR AMMIN G INSTR UCTIO N					16/910,4 30					
Neuron Fuel, Inc.	COLLA BORAT IVE LEARN ING SYSTE M	17/366,9 95	7/02/202 1	11,699,3 57	7/11/202 3						Yes
Neuron Fuel, Inc.	SYSTE MS AND METHO DS FOR CUSTO MIZED LESSO N CREAT ION AND APPLIC ATION	17/479,6 11	9/20/202 1	11,645,9 34	5/09/202 3						Yes
Neuron	SYSTE	17/400,2	8/12/202	None	None						Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
Fuel, Inc.	MS AND METHODS FOR PROGRAMMING INSTRUNCTION	53	1								
Neuron Fuel, Inc.	INTEGRATED DEVELOPMENT ENVIRONMENT FOR VISUAL AND TEXT CODING	16/382,078	4/11/2019	None	None						Yes
Neuron Fuel, Inc.	PROGRAMMING LEARNING	15/457,540	3/13/2017	None	None						Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	CENTER										
Neuron Fuel, Inc.	COLLABORATIVE LEARNING SYSTEM	18/198,015	5/16/2023	None	None						

II. Trademarks owned by Neuron Fuel:

Grantor	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Neuron Fuel, Inc.	"TYNKER"	88927263	05/21/2020	7014950	4/4/2023
Neuron Fuel, Inc.	STYLIZED WORD "TYNKER"	88927279	05/21/2020	7014951	4/4/2023
Neuron Fuel, Inc.	"NEURON FUEL"	90295303	11/03/2020	6445704	08/10/2021

III. Domain Names Owned by Neuron Fuel:

1. gotyn.kr
2. NEURONFUEL.COM
3. TEACHKIDSCODING.ORG
4. TEACHKIDSPROGRAMMING.ORG
5. TYNKER.CO
6. tynker.co.in
7. tynker.co.uk
8. TYNKER.COM
9. tynker.in
10. TYNKER.ME
11. TYNKER.ORG
12. TYNKER.TV
13. tynker.world
14. goaltogoal.com

Schedule 2.01(d)(ii)

Other Acquired Intellectual Property

1. All Neuron Fuel products owned by the Estate and used or held for use in the Business, including without limitation:
 - a. Tynker (Web Site)
 - b. Apps - Tynker, Tynker Junior, Mod Creator for Minecraft
 - c. Tynker Workshop
 - d. Hour of Code with Tynker
 - e. Tynker for Schools
 - f. Tynker Admin and Support tools
 - g. Tynker Server side infrastructure
 - h. Tynker Curriculum for Home (i.e., all of the content in courses listed at <https://www.tynker.com/parents/curriculum/>)
 - i. Tynker Curriculum for Schools (i.e., all of the content in courses listed at <https://www.tynker.com/school/coding-curriculum/>)
 - j. Tynker Workshop (i.e., the core product available at <https://www.tynker.com/ide/v3>)
2. All Tynker codebase and content, whether or not such codebase and content has been deployed and including codebase and content that is in production, owned by the Estate and used or held for use in the Business. For the avoidance of doubt, Seller shall transfer all codebase and content owned by the Estate or held for use in the Business.

3. Licensed art from content developers, work product from curriculum developers and media releases for photos and videos obtained and held by the Estate, in each case which are owned by the Estate and used or held for use in the Business.

Schedule 2.02(a)(14)

Excluded Assets

1. Client Services Agreement dated as of 12/28/2021 by and between ADP TotalSource, Inc. and Neuron Fuel, Inc.
2. Retirement Savings Plan Adoption Agreement dated as of 1/1/2022 by and between ADP TotalSource, Inc. and Neuron Fuel, Inc.
3. Business insurance issued by Vouch Insurance Services LLC in favor of Neuron Fuel, Inc.
4. Business insurance issued by Philadelphia Insurance in favor of Neuron Fuel, Inc.
5. Business insurance issued by Hartford Insurance in favor of Neuron Fuel, Inc.
6. Payroll and benefits services provided by:
 - a. Optum (HSA)
 - b. Allied Delta (Vision & Dental)
 - c. Kaiser Group (Health)
 - d. United Healthcare (Health)
7. The Bill.com account of Seller which relates to Neuron Fuel.
8. All Seller Employee Benefit Plans.

Schedule 2.04

Excluded Liabilities

1. Any amounts owed by the Debtors to any of the following parties on account of services provided prior to the Trustee Appointment Date:
 - a. Epic! Creations, Inc.
 - b. TeamWorks, Inc.
 - c. Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
 - d. BYJU's Inc. and its affiliates
 - e. Littler Mendelson P.C.
2. Any Liabilities of Neuron Fuel, the Estate or Seller related to Seller Employee Benefit Plans.
3. Any obligations of Neuron Fuel, the Estate or Seller due under the DIP Credit Agreement.
4. Any amounts owed by Neuron Fuel, the Estate or Seller to any of the Lenders.
5. Any intercompany debt between Neuron Fuel and Affiliates.
6. Any other indebtedness for borrowed money of the Debtors.

Schedule 4.03

No Conflicts; Consents

On March 12, 2025, the Trustee filed and served the *Second Notice To Counterparties To Potentially Assumed And Assigned Executory Contracts And Unexpired Leases Regarding Cure Amounts And Possible Assignment To The Successful Bidder At Auction*. [D.I. 560] On April 17, 2025, the Trustee filed and served the *Fourth Notice To Counterparties To Potentially Assumed And Assigned Executory Contracts And Unexpired Leases Regarding Cure Amounts And Possible Assignment To The Successful Bidder At Auction* [D.I. 636].

Pursuant to paragraphs 12 of the Bidding Procedures Order, the counterparties to the Material Contracts were required to assert any objections to the potential assumption and assignment of their respective contracts by March 24, 2025 (for those included in the second notice) or April 17, 2025 (for those included in the fourth notice) to avoid being “forever barred and estopped from objecting to . . . the assumption and assignment of that party’s executory contract or unexpired lease . . . whether applicable law excuses such counterparty from accepting performance by, or rendering performance to, the Successful Bidder, as applicable, for purposes of section 365(c)(1) of the Bankruptcy Code[.]” [D.I. 474]

None of the counterparties to the Material Contracts filed a timely objection disputing the Trustee’s ability to assume and assign the Material Contracts to the Successful Bidder without such counterparty’s consent. Thus, based on the above-referenced language in paragraph 12 of the Bidding Procedure Order, the Trustee does not believe she requires any further consent from the applicable counterparties to the assumption and assignment of the Material Contracts to the Successful Bidder.

Schedule 4.05(a)

Assigned Intellectual Property Assets

- (a) The Intellectual Property Registrations in Disclosure Schedule 2.01(d)(i) are hereby incorporated by reference.

Schedule 4.05(c)

Intellectual Property Disputes

1. Voizzit Litigation:

During the initial weeks after the Trustee was appointed, between late September and mid-November 2024, certain unauthorized employees of the Debtors and their foreign affiliates used their legacy administrative credentials to transfer control of the Debtors' accounts (and related funds and data) with various technology vendors and payment processors—including Apple Inc., Google LLC, Stripe, Inc., GitHub, Inc., and Cloudflare, Inc.—to United Arab Emirates-based Voizzit Information Technology LLC and its India-based affiliate Voizzit Technology Pvt. Ltd. (together, “**Voizzit**”). While Voizzit took control over such accounts of Epic and Tangible Play for a period of time, it did not take control over Neuron Fuel or its accounts.

In October and November 2024, upon discovering these unauthorized transactions, the Trustee filed several emergency motions and adversary complaints against Voizzit and its principal Rajendran Vellapalath (among others) to enforce the automatic stay. (*See* Bankr. D. I. 244 (concerning the Debtors' Apple accounts); Adv. No. 24-50142 (concerning the Debtors' Stripe account); and Adv. No. 50233 (concerning the Debtors' Google accounts)).

Thereafter, the Bankruptcy Court entered a series of temporary restraining orders, preliminary injunctions, and other orders (a) finding that the Trustee is the rightful owner of, and the only party authorized to possess or control, the Debtors' assets; (b) compelling Voizzit and Vellapalath to return the affected accounts, funds, and data to the Trustee; (c) enjoining Voizzit and Vellapalath from continuing to take any action to exercise ownership or control of any of the Debtors' assets; and (d) imposing monetary sanctions on Voizzit and Vellapalath. (*See* Bankr. D.I. 276; Adv. No. 24-504233, D.I. 14, 36, 39, 94, and 101).

On November 20, 2024, after the Bankruptcy Court ordered Voizzit to relinquish control over the Debtors' property, Voizzit filed suit in India against the Trustee and the India-based subsidiaries of Apple, Google, Microsoft, and certain other internet companies asking the Commercial Court of Ernakulam to bar the Trustee from interfering with Voizzit's access to the Debtors' accounts and property (the “**India Lawsuit**”). In the India Lawsuit, Voizzit claimed it acquired 100% of the equity interests in Epic and Tangible Play (but did not name Neuron Fuel) from their India-based parent company in April 2024 prior to the commencement of the Debtors' chapter 11 cases, and was therefore the rightful owner of Epic's and Tangible Play's intellectual property. Ownership of Epic's and Tangible Play's stock does not give the shareholder ownership of the assets of the corporation.

The Trustee subsequently sought and obtained a preliminary injunction from the Bankruptcy Court directing Voizzit and Vellapalath to dismiss the India Lawsuit and enjoining them from pursuing the claims asserted therein before any other court or

tribunal. (*See* Adv. No. 24-50280, D.I. 20). The Trustee has retained Indian counsel to monitor and represent the Trustee in connection with the India Lawsuit.

Additional information concerning the Voizzit-related proceedings is contained in the Trustee's January 21, 2025 status report. (*See* Adv. No. 24-50233, D.I. 55.)

Schedule 4.06

Legal Proceedings

1. Disclosure Schedule 4.05(c) is hereby incorporated by reference.
2. The following cases, subject to an automatic stay pursuant to the Chapter 11 Cases:
 - (a) *Chong v. Neuron Fuel, Inc.*, Case No. 24CV432739 (Cal. Super. Ct., Santa Clara Cnty.). Kelvin Chong (the co-founder of Neuron Fuel) sued Neuron Fuel, among others, for \$3.94 million in unpaid earnout payments due in installments on 1/5/2023 and 1/5/2024, among other damages. Default was entered against Neuron Fuel on 5/13/2024.
 - (b) *Mandyam v. Neuron Fuel, Inc.*, Case No. 24CV432742 (Cal. Super. Ct., Santa Clara Cnty.). Srinivas Mandyam (the co-founder of Neuron Fuel) sued Neuron Fuel, among others, for \$7.07 million in unpaid earnout payments due in installments on 1/5/2023 and 1/5/2024, among other damages. Default was entered against Neuron Fuel on 5/13/24.
 - (c) *Mitra v. Neuron Fuel, Inc.*, Case No. 24CV434945 (Cal. Super. Ct., Santa Clara Cnty.). Kaustav Mitra (the former Senior Vice President, Tynker for Schools) sued Neuron Fuel and Epic, among others, for \$540,000 in unpaid earnout and performance-based payments, among other damages. The earnout payments were due in installments on 10/1/2022 and 10/2/2023, and the performance-based payments were due in October 2022 and October 2023.
 - (d) *Ortman v. Neuron Fuel, Inc.*, Case No. CGC24613946 (Cal. Super. Ct., San Francisco Cnty.). Tyler Ortman (a former employee) sued Neuron Fuel for \$168,750 for unpaid retention bonuses due in installments on 10/1/2022 and 10/1/2023, among other damages.
 - (e) *Vedati v. Neuron Fuel, Inc.*, Case No. 24CV432743 (Cal. Super. Ct., Santa Clara Cnty.). Krishna Vedati (the co-founder of Neuron Fuel) sued Neuron Fuel, among others, for \$9.67 million in unpaid earnout payments due in installments on 1/5/2023 and 1/5/2024, among other damages. Default was entered against Neuron Fuel on 5/16/2024.

Schedule 4.07

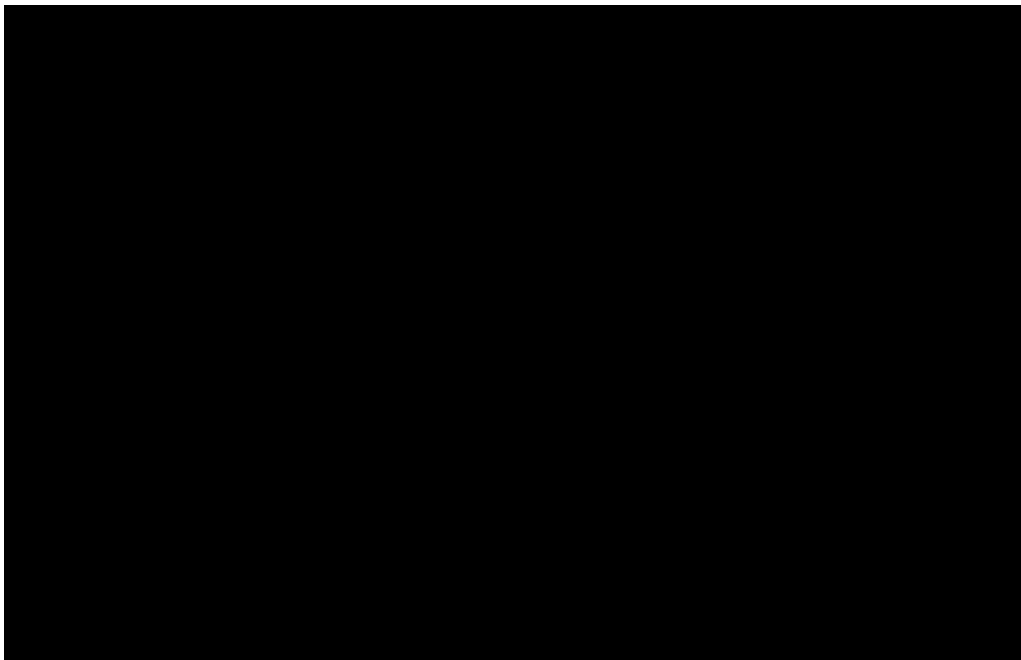
Legal Compliance

1. Disclosure Schedule 4.05(c) and Disclosure Schedule 4.06 are hereby incorporated by reference.

Schedule 4.08



[Redacted]



Schedule 4.09

Taxes

1. All applicable Taxes which have become due, and all Tax Returns which have been required to be filed, in each case since the Trustee Appointment Date (September 23, 2024), have been timely paid and filed, respectively; however, Neuron Fuel may not be in compliance with certain prior Tax obligations related to sales taxes from 2019 through the Trustee Appointment Date, and the Trustee's review of prior Taxes is ongoing.

Schedule 6.06

Conduct of Business Prior to Closing

None.

Schedule 6.09

[REDACTED]

[Redacted]

[REDACTED]

EXHIBIT 2**(Resolved Cure Claims)**

Counterparty	Contract/Lease	Resolved Cure Amount
AdLift, Inc.	SEO & Content Marketing Statement of Work	\$0.00
Adobe, Inc.	Adobe General Terms of Use	\$0.00
Amazon, Inc.	AWS Customer Agreement	\$6,163.39
AppExtremes, LLC dba Conga	Terms and Conditions	\$0.00
Apple, Inc.	Apple Developer Agreement	\$0.00
Apple, Inc.	Apple Developer Program License Agreement	\$0.00
Apple, Inc.	Apple Advertising Services Terms of Service	\$0.00
Apple, Inc.	App Store Connect Terms of Service	\$0.00
Appsflyer	Master Services Agreement	\$0.00
Atlassian Inc.	Atlassian Customer Agreement	\$0.00
Breadwinner Integrations Inc.	Master Subscription Agreement	\$0.00
Buffer, Inc.	Terms of Service	\$0.00
Canva US, Inc.	Enterprise Subscription Agreement	\$0.00
Classlink	Terms of Service	\$0.00
Clever Inc.	Terms of Service	\$0.00
Cloudflare, Inc.	Services Agreement	\$0.00
CloudHQ LLC	Terms of Service	\$0.00
Corelead Interactive Pvt Ltd	Consulting Agreement	\$0.00
Esoteric Software LLC (Spine)	Spine Editor License	\$0.00
Figma, Inc.	Terms of Service	\$0.00
Freshworks Inc.	Terms of Service	\$0.00
GitHub, Inc.	Services Agreement	\$0.00
GitLab Inc.	Terms of Service	\$0.00
GoDaddy Inc.	Services Agreement	\$0.00
Google LLC	Google Ads Terms & Conditions	\$10,954.32
Gusto Inc.	Terms of Service	\$0.00
Intuit Mailchimp	Standard Terms of Use	\$0.00
Iterable, Inc.	Enterprise Order Agreement	\$0.00
JetBrains, Na Hrebenech II	YouTrack Cloud Terms of Service	\$0.00
Loomly, Inc. (formerly Calendy)	Customer Terms and Conditions	\$0.00

Counterparty	Contract/Lease	Resolved Cure Amount
Megha Sharma	Independent Contractor Agreement (as amended pursuant to Amendment Agreement dated February 27, 2025)	\$0.00
Meta Platforms, Inc. (Facebook)	Advertising Terms of Service	\$0.00
Microsoft Corporation (Bing)	Advertising Terms of Service	\$0.00
Noosa Labs, Inc. (d/b/a Sendtric)	Terms of Service	\$0.00
Paypal, Inc.	Services Agreement	\$0.00
PayPlay Inc.	License Agreement	\$0.00
PayPlay Inc	License Agreement	\$0.00
SalesForce, Inc.	Master Subscription Agreement	\$0.00
Shilpa Narayanlal Prajapati	Independent Contractor Agreement (as amended pursuant to Amendment Agreement dated December 27, 2024)	\$0.00
Shopify (USA) Inc.	Terms of Service	\$0.00
Slack Technologies LLC	Terms of Service	\$0.00
Spine Editor	License Agreement	\$0.00
Sprinto Inc.	Terms of Service	\$0.00
Stripe, Inc.	Terms of Service	\$0.00
Survey Monkey	Terms of Use	\$0.00
Talarian Sàrl (YAMM)	Terms of Service	\$0.00
Teamworks Innovations, Inc.	Teamworks Application Service Provider Agreement	\$0.00
Tiasha Sarkar	Independent Contractor Agreement (as amended pursuant to Amendment Agreement dated February 20, 2025)	\$0.00
Workado, LLC (DBA BrandWell)	Terms of Service	\$0.00
Xero Ltd.	Online Payment Terms	\$0.00

EXHIBIT 3

(Back-Up Bidder Asset Purchase Agreement)

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

By and Between

**Claudia Z. Springer, not in her individual capacity but solely in her capacity as Chapter 11
Trustee of Neuron Fuel, Inc., on behalf of the Estate of Debtor Neuron Fuel, Inc.,**

(as Seller) and

Future Minds Group, Inc.

(as Buyer)

dated as of

May 6, 2025

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	2
ARTICLE II PURCHASE AND SALE	10
Section 2.01. <u>Purchase and Sale of Assets</u>	10
Section 2.02. <u>Excluded Assets</u>	12
Section 2.03. <u>Assumed Liabilities</u>	13
Section 2.04. <u>Excluded Liabilities</u>	14
Section 2.05. <u>Purchase Price and Deposit; Cure Claims</u>	14
Section 2.06. <u>Withholding Tax</u>	15
Section 2.07. <u>Third Party Consents</u>	15
ARTICLE III CLOSING	16
Section 3.01. <u>Closing</u>	16
Section 3.02. <u>Closing Deliverables</u>	16
Section 3.03. <u>Prorations</u>	16
Section 3.04. <u>Transfer Taxes</u>	16
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER	17
Section 4.01. <u>Organization and Qualification of Seller</u>	17
Section 4.02. <u>Authority of Seller</u>	17
Section 4.03. <u>No Conflicts; Consents</u>	17
Section 4.04. <u>Title to Acquired Assets</u>	18
Section 4.05. <u>Intellectual Property</u>	18
Section 4.06. <u>Legal Proceedings</u>	18
Section 4.07. <u>Legal Compliance</u>	18
Section 4.08. <u>Employment Matters</u>	19
Section 4.09. <u>Taxes</u>	19
Section 4.10. <u>Brokers</u>	19
Section 4.11. <u>No Material Adverse Change</u>	19
Section 4.12. <u>Exclusivity of Representations and Warranties</u>	19
ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER	19
Section 5.01. <u>Organization of Buyer</u>	19
Section 5.02. <u>Authority of Buyer</u>	20
Section 5.03. <u>No Conflicts; Consents</u>	20
Section 5.04. <u>Financing</u>	20
Section 5.05. <u>Certain Arrangements</u>	20
Section 5.06. <u>WARN Act and Mass Layoffs</u>	21
Section 5.07. <u>Brokers</u>	21
Section 5.08. <u>Legal Proceedings</u>	21
Section 5.09. <u>Solvency</u>	21

ARTICLE VI COVENANTS	21
Section 6.01. <u>Availability of Books and Records</u>	21
Section 6.02. <u>Bulk Sales/Tax Clearance Waiver</u>	22
Section 6.03. <u>Cooperation on Tax Matters; Purchase Price Allocation</u>	22
Section 6.04. <u>Retention of Tax Records</u>	23
Section 6.05. <u>Further Assurances</u>	24
Section 6.06. <u>Conduct of Business Prior to the Closing</u>	24
Section 6.07. <u>Access to Information</u>	24
Section 6.08. <u>Notice of Certain Events</u>	25
Section 6.09. <u>Employee Matters</u>	26
Section 6.10. <u>Corporate Name</u>	26
Section 6.11. <u>Public Announcements</u>	26
Section 6.12. <u>Reasonable Efforts; Cooperation</u>	27
Section 6.13. <u>Privacy Policy</u>	27
Section 6.14. <u>Litigation Support</u>	27
Section 6.15. <u>Post-Closing Matters</u>	28
Section 6.16. <u>Collection of Accounts Receivable</u>	28
ARTICLE VII CONDITIONS TO CLOSING	29
Section 7.01. <u>Conditions to Obligations of All Parties</u>	29
Section 7.02. <u>Conditions to Obligations of Buyer</u>	29
Section 7.03. <u>Conditions to Obligations of Seller</u>	30
ARTICLE VIII NON-SURVIVAL	30
Section 8.01. <u>Non-Survival</u>	30
ARTICLE IX TERMINATION	30
Section 9.01. <u>Termination</u>	30
Section 9.02. <u>Effect of Termination</u>	32
ARTICLE X BANKRUPTCY COURT MATTERS	32
Section 10.01. <u>Sale Order</u>	32
Section 10.02. <u>Bankruptcy Process</u>	32
Section 10.03. <u>Approval</u>	33
Section 10.04. <u>Other</u>	33
ARTICLE XI MISCELLANEOUS	34
Section 11.01. <u>Expenses</u>	34
Section 11.02. <u>Notices</u>	34
Section 11.03. <u>Interpretation</u>	35
Section 11.04. <u>Disclosure Schedules</u>	35
Section 11.05. <u>Headings</u>	36
Section 11.06. <u>Severability</u>	36
Section 11.07. <u>Entire Agreement</u>	36
Section 11.08. <u>Successors and Assigns</u>	36
Section 11.09. <u>No Third-Party Beneficiaries</u>	36
Section 11.10. <u>Non-Recourse</u>	37

Section 11.11. <u>Amendment and Modification; Waiver</u>	37
Section 11.12. <u>Buyer Acknowledgement; Disclaimer of Representations and Warranties</u>	37
Section 11.13. <u>Governing Law; Submission to Jurisdiction; Waiver of Jury Trial</u>	38
Section 11.14. <u>Counterparts</u>	39
Section 11.15. <u>Specific Performance</u>	39
Section 11.16. <u>No Right of Set-Off</u>	40

EXHIBITS

Exhibit A	Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit B	Form of Intellectual Property Assignment Agreements
Exhibit C	Form of Sale Order

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated May 6, 2025 (the “**Effective Date**”) is entered into by and between Claudia Z. Springer, not in her individual capacity but solely in her capacity as the Chapter 11 Trustee of Neuron Fuel, Inc., on behalf of the Estate of Debtor Neuron Fuel, Inc. (“**Seller**”), and Future Minds Group, Inc., a Delaware corporation (“**Buyer**” and together with Seller, the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, Neuron Fuel, Inc., a Delaware corporation (“**Neuron Fuel**”), is engaged in developing, marketing, and selling an educational platform branded as “Tynker” to help children learn programming and coding skills, including game design, web design, animation and robotics (the “**Business**”).

WHEREAS, on June 4, 2024 (with respect to Epic! Creations, Inc., a Delaware corporation (“**Epic**”) and June 5, 2024 (with respect to Tangible Play and Neuron Fuel)(the “**Petition Date**”), certain parties filed involuntary petitions against each of Epic, Tangible Play, Inc., a Delaware corporation (“**Tangible Play**”, and together with Neuron Fuel and Epic, collectively, “**Debtors**”), and Neuron Fuel under Chapter 11 of the Bankruptcy Code (as herein defined) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

WHEREAS, on September 16, 2024, the Bankruptcy Court entered the *Order for Relief in Involuntary Cases and Appointing Chapter 11 Trustee* Docket No. 147, commencing the chapter 11 cases of Epic, Tangible Play and Neuron Fuel (the “**Chapter 11 Cases**”) and ordering the appointment of a chapter 11 trustee.

WHEREAS, on October 7, 2024, the Bankruptcy Court entered an Order (as hereinafter defined) Docket No. 180 appointing Claudia Z. Springer (in her capacity as chapter 11 trustee of the estate of Debtor, and not in her individual capacity, the “**Trustee**”) as chapter 11 trustee in the Chapter 11 Cases, and the Trustee has retained possession of the assets of the Debtors and is authorized under the Bankruptcy Code to continue the operations of their businesses.

WHEREAS, Seller, subject to the receipt of any higher or better offer received by Seller for the Acquired Assets (as hereinafter defined), desires to sell the Acquired Assets to Buyer pursuant to the terms and conditions of this Agreement and Buyer desires to so purchase and acquire the Acquired Assets from Seller in accordance with Sections 105, 363 and 365 of the Bankruptcy Code (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following terms have the meanings set forth below in this ARTICLE I:

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Acquired Assets**” has the meaning set forth in Section 2.01.

“**Acquired Avoidance Actions**” means any and all Avoidance Actions against (i) counterparties to any Assigned Contracts or (ii) Persons for whom there are purchase-orders or service-orders or similar arrangements with Seller that are not formalized by Contract, that have unperformed obligations remaining on both Seller, on the one hand, and the counterparty, on the other hand, and that are assumed by Buyer.

“**Affiliate**” of a specified Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble of this Agreement.

“**Agreement Dispute**” has the meaning set forth in Section 11.10.

“**Alternative Transaction**” has the meaning set forth in Section 9.01(f).

“**Assigned Books and Records**” has the meaning set forth in Section 2.01(e).

“**Assigned Contracts**” has the meaning set forth in Section 2.01(b).

“**Assigned Intellectual Property Assets**” has the meaning set forth in Section 2.01(d).

“**Assumed Liabilities**” has the meaning set forth in Section 2.03.

“**Auction**” means an auction conducted by Seller in accordance with the Bidding Procedure Order.

“**Avoidance Actions**” means any and all claims and causes of action of Seller arising under the Bankruptcy Code or similar state law claims, including under chapter 5 of the Bankruptcy Code.

“**Backup Bidder**” has the meaning set forth in Section 10.04(c).

“**Bankruptcy Code**” means Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq., as amended.

“**Bankruptcy Court**” has the meaning set forth in the recitals of this Agreement.

“**Bidding Procedures Order**” means the Order of the Bankruptcy Court establishing the date by which qualified bids meeting the requirements approved in such Order must be submitted by bidders and establishes procedures for the Auction process and entered on January 28, 2025, at docket number 474 in the Chapter 11 Cases.

“**Bill of Sale**” means a bill of sale and assignment and assumption agreement effecting the transfer to Buyer of the Acquired Assets and the assignment to, and assumption by, Buyer of the Assumed Liabilities, substantially in the form of Exhibit A attached hereto.

“**Books and Records**” means books, records, ledgers, files, documents, correspondence, lists, specifications, drawings, technical data, sales data, financial data and information, advertising and promotional materials, studies, reports and other materials (in whatever form or medium).

“**Business**” has the meaning set forth in the recitals of this Agreement.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York are authorized or required by Law to be closed for business.

“**Business Employee**” has the meaning set forth in Section 4.08.

“**Buyer**” has the meaning set forth in the preamble of this Agreement.

“**Buyer Closing Certificate**” has the meaning set forth in Section 7.03(d).

“**Buyer Default Termination**” has the meaning set forth in Section 2.05(c).

“**Chapter 11 Cases**” has the meaning set forth in the recitals of this Agreement.

“**Closing**” and “**Closing Date**” have the meanings set forth in Section 3.01.

“**Closing Payment**” has the meaning set forth in Section 2.05(b).

“**Closing Cash Consideration**” means Two Million One Hundred Thousand U.S. dollars (\$2,100,000.00).

“**Confidentiality Agreement**” has the meaning set forth in Section 6.07(b).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“**Cure Claims**” has the meaning set forth in Section 2.05(d).

“**Customer Data**” means all information (including, without limitation, user data for students at home and school, teachers, parents, and schools in each case including, but not limited to, information, usage and metrics, names, addresses, e-mail addresses, telephone numbers, dates of birth, transaction data, demographic data, behavioral data, customer-related data, Internet Protocol addresses, cookies, third party tracking technologies, server logs, correspondence and other documents and information) obtained from customers or clients of the Business or visitors of www.tynker.com.

“**Debtors**” has the meaning set forth in the recitals of this Agreement.

“**Deposit**” has the meaning set forth in Section 2.05(c).

“**DIP Credit Agreement**” means that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement dated as of October 31, 2024 by and among Claudia Z. Springer, as Chapter 11 Trustee of Epic, on behalf of the Estate of Debtor Epic, Claudia Z. Springer, as Chapter 11 Trustee of Neuron Fuel, on behalf of the Estate of Debtor Neuron Fuel, Claudia Z. Springer, as Chapter 11 Trustee of Tangible Play, on behalf of the Estate of Debtor Tangible Play, the lenders party thereto and GLAS Trust Company LLC as administrative agent and as collateral agent.

“**Disclosure Schedules**” means the Disclosure Schedules delivered by Seller concurrently with the execution and delivery of this Agreement.

“**Effective Date**” has the meaning set forth in the preamble of this Agreement.

“**Effects**” has the meaning set forth in the definition of Material Adverse Change.

“**Encumbrance**” means any charge, claim (as defined in Section 101(5) of the Bankruptcy Code), pledge, condition, lien, option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, transfer restriction or other similar encumbrance.

“**End Date**” means June 16, 2025.

“**Epic**” has the meaning set forth in the recitals of this Agreement.

“**Escrow**” has the meaning set forth in Section 2.05(c).

“**Escrow Holder**” has the meaning set forth in Section 2.05(c).

“**Estate**” means the estate of Neuron Fuel.

“**Excluded Assets**” has the meaning set forth in Section 2.02.

“Excluded Cash” means (i) all cash deposited in any bank accounts of Seller, the Estate or Neuron Fuel as of the Closing, (ii) all cash held by Apple, Inc., Google, LLC, Stripe, Inc., Paypal, Inc., Shopify, Inc., or Amazon.com, Inc. (or any of their respective Affiliates) for the benefit of Seller or the Estate as of the Closing, (iii) any cash of Seller or the Estate in transit as of the Closing, (iv) all cash equivalents and securities of Seller or the Estate as of the Closing and (v) all deposits, advances, and prepaid items held by or for the benefit of Seller or the Estate as of the Closing.

“Excluded Liabilities” has the meaning set forth in Section 2.04.

“Fraud” means an actual and intentional fraud (i) by Seller in the making of the express representations and warranties in Article IV or (ii) by Buyer in the making of the express representations and warranties in Article V; provided that such Fraud shall only be deemed to exist if, at the time such representation or warranty was made, (a) such representation or warranty was materially inaccurate, (b) the Party making such representation or warranty had actual knowledge (and not imputed or constructive knowledge), without any duty of inquiry or investigation, of the material inaccuracy of such representation or warranty, (c) such Party made such materially inaccurate representation or warranty with the specific intent to deceive the other Party and induce such other Party to enter into this Agreement and (d) the other Party acted in justifiable reliance on such materially inaccurate representation or warranty and suffered or incurred actual financial injury as a result of such reliance. For the avoidance of doubt, “Fraud” shall not include any cause of action based on constructive or imputed knowledge, equitable fraud, constructive fraud, promissory fraud or any tort (including a claim for fraud) based on negligence, recklessness or any similar theory.

“GLAS” means GLAS Trust Company LLC.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Authorization” means any consent, franchise, license, registration, permit, order or approval issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law, including, as the context may require, any declarations or filings with, or expiration of waiting periods imposed by, any such Governmental Authority.

“Intellectual Property” means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications,

registrations, and renewals in connection therewith; (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all trade secrets and confidential or proprietary business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (f) all computer software and programs (whether in source code, object code, or other form), firmware, software, models, algorithms, methodologies, databases, compilations, data, all technology supporting the foregoing, and all documentation, including user manuals and training materials, programmers' annotations, notes, and other work product used to design, plan, organize, maintain, support or develop, or related to any of the foregoing; (g) all rights of publicity, privacy rights, and rights to personal data; (h) all copies and tangible embodiments of any of the foregoing (in whatever form or medium), and (i) all rights and remedies (including the right to sue for and recover damages) against future infringement, misappropriation, or other violation relating to any of the foregoing.

“Intellectual Property Assignment Agreements” means one or more assignment agreements in a customary form to be agreed to by Buyer and Seller effecting the transfer of all right, title and interest in the Assigned Intellectual Property Assets to Buyer.

“Intellectual Property Registrations” means, as to any Intellectual Property, any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“Knowledge of Seller” or any other similar knowledge qualification, means the actual knowledge of the Trustee.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or rule of law of any Governmental Authority.

“Lenders” means each of the lenders of the Debtors for borrowed money.

“Liabilities” means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, accrued or unaccrued, matured or unmatured or otherwise.

“Litigation Trust” means any litigation or liquidation trust or similar vehicle that may be established in connection with a chapter 11 plan in the Chapter 11 Cases to, among other things, prosecute Avoidance Actions and other claims and causes of actions.

“Litigation Trustee” means any trustee or similar administrator that may be appointed in connection with any Litigation Trust.

“Losses” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and diminution in value; provided, however, that “Losses” will not include, except in the case of Fraud or to the extent actually awarded to a Governmental Authority or other third

party, punitive damages, exemplary or special damages, lost profits, consequential damages that were not reasonably foreseeable as a result of the applicable claim giving rise to such damages (other than, for the avoidance of doubt, any loss or damage calculated based on a multiplier, or other enhancing measure, of actual damages), or any loss or damage that is calculated based on a multiple, or other enhancing measurement, of actual damages.

“Material Adverse Change” means any event, occurrence, state of facts or development, condition or change (collectively, **“Effects”**) that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the Acquired Assets, Assumed Liabilities, results of operations and financial condition of the Business, all taken as a whole; provided, however, that the following shall not be deemed to constitute, and shall not be taken into account in determining whether there has been or would reasonably be expected to be, a **“Material Adverse Change”**: (i) Effects that generally affect the industry or industries in which the Business operates, (ii) any Effects arising from general business, political or economic conditions or the financial, credit or securities markets, including any disruptions thereof or changes in monetary policy, inflation, interest rates, exchange rates or stock or bond prices, (iii) Effects arising out of, or attributable to, acts of God, calamities, natural disasters, global or national health concern, epidemic, pandemic, acts of terrorism, the commencement or escalation of any hostilities or war (whether declared or undeclared), or any social conditions or any other *force majeure*; (iv) changes in GAAP or in accounting rules applicable to Seller, the Estate or the Debtors, (v) any changes in Law of any Governmental Authority or interpretations thereof, (vi) any action taken by Seller, the Estate or the Debtors on or after the date of this Agreement at the written request or with the written consent of Buyer, whether pursuant to this Agreement or otherwise, the taking of any action contemplated by this Agreement, failure to take any action if such action is prohibited by this Agreement or Buyer’s failure to consent to any of the actions restricted in Section 6.06, (vii)(A) the commencement or pendency of the Chapter 11 Cases, the financial condition of the Seller, the Estate and the Debtors as a result of the commencement of the Chapter 11 Cases or from any action approved by the Bankruptcy Court, (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated by this Agreement, (2) the Sale Order or the reorganization or liquidation of Seller or its Affiliates, or (3) the assumption or rejection of any Assigned Contract; or (C) any Order of the Bankruptcy Court or any actions or omissions of Seller or its Affiliates in compliance with such Orders, (viii) the negotiation, announcement, pendency or performance of the transactions contemplated by this Agreement or any other Transaction Document or the identity, nature or ownership of Buyer or Buyer’s plans with respect to the Business, Acquired Assets, Assumed Liabilities and Business Employees, including the impact on the relationships, contractual or otherwise, of the Business with employees, customers, lessors, suppliers, vendors or other commercial partners or litigation arising from or relating to this Agreement or the transactions contemplated by this Agreement, (ix) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Buyer or its Affiliates or Representatives), (x) any action taken by Buyer or its Affiliates with respect to the transactions contemplated by this Agreement or the financing of such transactions or any breach by Buyer of this Agreement, (xi) the matters set forth on the Disclosure Schedules and any changes or developments in, or Effects or results arising from or relating to, the matters set forth on the Disclosure Schedules, provided further that the Effects described in clauses (i) through (v) shall be taken into account in determining whether a Material Adverse Change exists, has occurred or would reasonably be expected to occur only to the extent such Effects have

had or would reasonably be expected to have a disproportionate and adverse effect on the Business relative to other similarly situated participants in the industries and geographic areas in which the Business operates generally.

“Material Contract” means any Contract that is an Acquired Asset and is an inbound license for use of Intellectual Property, other than any such Contract for a non-exclusive license (i) to commercially available, off-the-shelf software, or (ii) from a contractor, subcontractor or other vendor in the ordinary course of business incidental to the products or services provided by such Person.

“Neuron Fuel” has the meaning set forth in the recitals of this Agreement.

“Neuron Fuel Privacy Policy” has the meaning set forth in Section 6.13(a).

“Non-Recourse Person” has the meaning set forth in Section 11.10.

“Order” means any award, injunction, judgment, decree, writ, order, ruling, stipulation, subpoena, determination, verdict or other decision issued, promulgated or entered by or with any Governmental Authority.

“Party” or **“Parties”** has the meaning set forth in the preamble of this Agreement.

“Permitted Encumbrances” means (a) mechanics’, carriers’, workers’, repairers’ and similar statutory Encumbrances with respect to amounts not yet due or delinquent or the validity of which is being contested in good faith; (b) Encumbrances arising under worker’s compensation, unemployment insurance, social security, retirement and similar Laws for amounts which are not delinquent; (c) Encumbrances arising under purchase price conditional sales contracts and equipment leases with third parties; (d) Encumbrances for utilities and Taxes and Tax assessments that are not yet due or payable, or which are being contested in good faith by appropriate proceedings, or the nonpayment of which is permitted or required by the Bankruptcy Code; (e) rights and licenses with respect to Assigned Intellectual Property Assets granted to third-parties in the ordinary course of business consistent with past practice, (f) easements, rights of way, restrictive covenants, encroachments and similar non-monetary Encumbrances or non-monetary impediments against any of the Acquired Assets, in each case, that do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets and, in the case of the real property, that do not, individually or in the aggregate, adversely affect the use or occupancy of such real property as it relates to the operation of the Business, (g) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law, and (h) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Sale Order. In addition, Encumbrances of the Lenders shall constitute Permitted Encumbrances prior to the Closing but will be released at Closing to the extent set forth in the Sale Order and shall not constitute Permitted Encumbrances from and after the Closing.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

“**Personal Information**” means all information in the possession or control of Seller or the Estate and used or held for use in, or otherwise related to, the Business in any form or media that identifies, could be used to identify or is otherwise related to an individual person or household (including any current, prospective, or former customer, end user or employee), in addition to any definition for “personal information” or any similar term provided by applicable Law, in the Neuron Fuel Privacy Policy or Contracts.

“**Petition Date**” has the meaning set forth in the recitals of this Agreement.

“**Projections**” has the meaning set forth in Section 11.12(b).

“**Purchase Price**” has the meaning set forth in Section 2.05(a).

“**Recourse Party**” has the meaning set forth in Section 11.10.

“**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“**Sale Order**” means an Order of the Bankruptcy Court in form and substance reasonably satisfactory to Buyer, pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code authorizing and approving the transactions contemplated by this Agreement.

“**Seller**” has the meaning set forth in the preamble of this Agreement.

“**Seller Closing Certificate**” has the meaning set forth in Section 7.02(d).

“**Seller Employee Benefit Plan**” means each individual employment, retention, indemnification, severance, change of control and consulting agreement with any Business Employee to which Neuron Fuel is a party and each “employee benefit plan” within the meaning of Section 3(3) of ERISA, and each severance, retention, employment, consulting, “change of control”, bonus, incentive (equity-based, equity-related or otherwise), deferred compensation, employee loan, welfare benefit, fringe benefit and other benefit plan, agreement, program, policy, commitment or other arrangement, whether or not subject to ERISA, in each case sponsored, maintained or contributed to, or required to be sponsored, maintained or contributed to, by Neuron Fuel or any other Person that, together with Neuron Fuel, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code (each, a “**Commonly Controlled Entity**”), or with respect to which Neuron Fuel or any Commonly Controlled Entity has any Liability, in each case providing any compensation or benefits to any Business Employee.

“**Successful Bidder**” has the meaning set forth in the Bidding Procedures Order.

“**Tangible Play**” has the meaning set forth in the recitals of this Agreement.

“**Tax**” or “**Taxes**” means a tax or taxes of any kind or nature, or however denominated, including liability for federal, state, provincial, local or foreign income, net or gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, escheat, unclaimed property,

social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing, including any transferee or secondary liability for a tax and any liability assumed by agreement or arising as a result of being or ceasing to be a member of any affiliated group, or being included or required to be included in any tax return relating thereto.

“**Tax Return**” means, with respect to any Tax, any information return for such Tax, and any return, report, statement, declaration, claim for refund or document filed or required to be filed under the Law for such Tax.

“**Transaction Documents**” means this Agreement; the Bill of Sale; the Intellectual Property Assignment Agreements; the Confidentiality Agreement; and the other agreements, instruments and documents required to be delivered at the Closing.

“**Transferred Employee**” has the meaning set forth in Section 6.09.

“**Transfer Taxes**” means all foreign, federal, state and local sales, transfer, gross receipts, excise, value-added, use, registration, recording, stamp and other such Taxes and other similar Taxes that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets.

“**Transferred AR**” has the meaning set forth in Section 2.01(a).

“**Trustee**” has the meaning set forth in the recitals of this Agreement.

“**Trustee Appointment Date**” means September 23, 2024.

ARTICLE II PURCHASE AND SALE

Section 2.01. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein and pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, at the Closing, but subject to Section 2.07, Seller, on behalf of the Estate, will sell, assign, transfer, convey, and deliver to Buyer, and Buyer will purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of the Estate’s right, title and interest in, to, and under the following assets of the Estate as the same may exist as of the Closing and to the extent used or held for use in connection with the Business (collectively, the “**Acquired Assets**”):

(a) all accounts receivable (including the credit card receivable due from Brex, Inc.) and other claims for money or any other debts due to Seller, the Estate, Neuron Fuel, or the Business, in each case, arising under any of the Assigned Contracts or any other Acquired Asset, except for (i) those accounts with a net credit balance due to a party other than Seller or the Business and (ii) those described in Section 2.02(a)(2) (collectively, the “**Transferred AR**”);

(b) All (i) Contracts between Neuron Fuel and any school or school district or other customer, including but not limited to, all purchase orders and invoices, all privacy agreements, all consumer lifetime plan and other subscriptions with active and past customers, in each case including, but not limited to, as set forth in Section 2.01(b) of the Disclosure Schedules, (ii) Contracts set forth in Section 2.01(b) of the Disclosure Schedules, including all rights and benefits thereunder (collectively, the “**Assigned Contracts**”);

(c) all computers and servers that are primarily used or held for use in the Business, including as set forth in Section 2.01(c) of the Disclosure Schedules;

(d) (i) the Intellectual Property Registrations set forth in Section 2.01(d)(i) of the Disclosure Schedules; and (ii) all other Intellectual Property of the Estate to the extent used or held for use in the Business, in the case of each of the foregoing clauses (i) and (ii), including all rights thereunder, remedies against future infringement and rights to protection of interests therein under the Laws of all jurisdictions (collectively, the “**Assigned Intellectual Property Assets**”);

(e) originals or copies of all Books and Records to the extent related to the Business and the Transferred AR (the “**Assigned Books and Records**”); provided, however, that the Seller will be entitled to retain copies of any Assigned Books and Records it deems reasonably necessary for its human resources, accounting, Tax, legal or other business purposes, and to share copies of the Assigned Books and Records with any successors to the Trustee or with such Persons as the Seller determines appropriate;

(f) (i) claims, causes of action and other legal rights and remedies against other Persons (including for royalties, fees or other income, future infringement, misappropriation or violation of, any of the Acquired Assets), in each case, solely to the extent arising from the Acquired Assets or the Assumed Liabilities (and, for the avoidance of doubt, excluding the Avoidance Actions and similar claims and causes of action), and (ii) all rights of indemnity, warranty rights, guaranties received from vendors, suppliers, or manufacturers, rights of contribution, rights to refunds, rights of reimbursement, and other rights of recovery possessed by the Estate against other Persons, in each case, solely to the extent arising from the other Acquired Assets or the Assumed Liabilities (and, for the avoidance of doubt, excluding the Avoidance Actions and similar claims and causes of action) and in case of both clauses (i) and (ii), excluding Actions or other legal rights and remedies described in Section 2.02(a)(8) and Section 2.02(a)(9);

(g) all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to Buyer and excluding Governmental Authorizations or pending applications therefor required for the continued operation of an Excluded Asset;

(h) all Tynker merchant processing accounts with counterparties to Assigned Contracts, including without limitation Stripe, Paypal, IOS and Google;

(i) all Customer Data, to the extent such transfer is not prohibited by applicable Laws; and

(j) all rights under non-disclosure or confidentiality, invention and Intellectual Property assignment agreements with current or former employees, consultants or contractors of Debtors or with third parties to the extent primarily related to and executed for the benefit of the Business or the Acquired Assets.

Section 2.02. Excluded Assets.

(a) With the exception of the Acquired Assets, Buyer shall not acquire any of Seller's, the Estate's or Neuron Fuel's assets, properties, or rights of any kind and nature, whether real, personal or mixed, tangible or intangible (collectively, the "**Excluded Assets**"). However, notwithstanding anything herein to the contrary, the Acquired Assets shall not include and the Excluded Assets shall include:

- (1) all bank accounts of Seller, the Estate or Neuron Fuel;
- (2) (i) all Excluded Cash, and other cash of Seller including the Purchase Price and (ii) all cash equivalents and securities of Seller, the Estate or Neuron Fuel;
- (3) except for the Transferred AR, all accounts receivable and other claims for money due to Seller from any Debtors or other Affiliates of Seller or Neuron Fuel;
- (4) all Contracts other than the Assigned Contracts;
- (5) all furniture, fixtures, office equipment, supplies, and other tangible personal property;
- (6) (i) all Intellectual Property, including Intellectual Property Registrations and all rights under such Intellectual Property, remedies against infringement and rights to protection of interests therein under the Laws of all jurisdictions, in each cases, other than the Assigned Intellectual Property Assets and (ii) any rights in, relating to, or for use or exploitation of, any trademark, service mark, brand name, certification mark, trade name, corporate name, domain name or other indication of source or origin that includes, is based on, relates to or is likely to be confused with the terms "Epic! Creations", "Epic", "Tangible Play," "Osmo," or any other similar term or derivative thereof;
- (7) all Books and Records other than the Assigned Books and Records;
- (8) all Actions or other legal rights and remedies of any kind against any Person (i) arising out of or related to pre-Closing conduct, including the Avoidance Actions, or otherwise harming Seller (or any successors to the Trustee, including any Litigation Trustee), the Estate or Neuron Fuel, other than the Acquired Avoidance Actions or (ii) arising out of or related to any of the Excluded Assets and Excluded Liabilities;
- (9) (i) all rights of indemnity, warranty rights, guaranties received from vendors, suppliers, or manufacturers, rights of contribution, and other rights of recovery possessed by Seller, the Estate or Neuron Fuel against other Persons and based on facts

or circumstances occurring or arising prior to the Closing Date or (ii) all rights to refunds and rights of reimbursement;

(10) (i) any rights of Seller, the Estate or Neuron Fuel with respect to any Tax refund, credit or similar Tax asset relating to taxable periods (or portions thereof) ending on or prior to the Closing Date and (ii) any Tax Returns and records of Seller, the Estate or Neuron Fuel;

(11) (i) the organizational documents, qualifications to conduct business as a foreign company, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, minute books, equity transfer books, and any other documents relating to the governance, organization, maintenance and existence of the Seller, the Estate or Neuron Fuel and (ii) all capital stock, membership interest, limited liability company interests, partnership interests or other equity interest in Epic, Tangible Play, Neuron Fuel or any other Person;

(12) all property, casualty, workers' compensation, directors and officers and other insurance policies or related insurance services Contracts held by Seller, the Estate or Neuron Fuel, and any rights of Seller, the Estate or Neuron Fuel under any such insurance policy or Contract;

(13) any Seller Employee Benefit Plans and corresponding assets, any rights of the Seller, the Estate or Neuron Fuel in the Seller Employee Benefit Plans;

(14) the rights that accrue or will accrue to Seller under the Transaction Documents; and

(15) the assets, properties and rights set forth in Section 2.02(a)(14) of the Disclosure Schedules.

(b) Buyer shall have the right, exercisable in Buyer's sole discretion at any time prior to one (1) Business Day prior to the Closing Date to designate any Assigned Contract set forth on Section 2.01(b) of the Disclosure Schedules as an Excluded Asset; provided, however, that (i) if Buyer exercises Buyer's right to designate any Assigned Contract as an Excluded Asset, the Purchase Price shall not be reduced as a result of such designation; and (ii) for the avoidance of doubt, once an Assigned Contract is designated as an Excluded Asset pursuant to the foregoing, such Assigned Contract shall be no longer be deemed an Assigned Contract and shall be deemed an Excluded Asset for all purposes under this Agreement and the Trustee shall have the right to reject such Contract.

Section 2.03. Assumed Liabilities. Subject to the terms and conditions set forth herein, at the Closing, Buyer shall assume and agree to pay, perform and discharge when due only the following Liabilities and obligations of Seller, the Estate and Neuron Fuel (collectively, the "**Assumed Liabilities**"):

(a) (i) all Liabilities and obligations arising under or relating to the Assigned Contracts, but solely to the extent such Liabilities and obligations are to be performed on or after the Closing and (ii) all accounts payable and trade payables arising under or relating to

the Assigned Contracts to the extent related to goods received by or services rendered to the Business after the Petition Date and prior to the Closing;

(b) the Cure Claims;

(c) [RESERVED]; and

(d) all other Liabilities and obligations arising out of or relating to Buyer's ownership, use or operation of the Acquired Assets on or after the Closing.

Section 2.04. Excluded Liabilities. Buyer will not assume and will not be responsible to pay, perform or discharge any Liabilities of Seller, the Estate or Neuron Fuel of any kind or nature whatsoever, including any intercompany obligations, except to the extent such Liabilities are Assumed Liabilities (the "**Excluded Liabilities**"), "**Excluded Liabilities**" shall include, but shall not be limited to, all of the Liabilities and obligations set forth on Schedule 2.04 of the Disclosure Schedules.

Section 2.05. Purchase Price and Deposit; Cure Claims.

(a) The aggregate purchase price for the Acquired Assets is (i) the Closing Cash Consideration, plus (ii) the assumption of Assumed Liabilities (collectively, the "**Purchase Price**").

(b) At the Closing, Buyer shall (i) pay to the Seller an amount in cash equal (x) the Closing Cash Consideration minus (y) the Deposit (and any and all interest that may have accrued thereon), by wire transfer of immediately available funds to an account designated in writing by the Seller to Buyer no later than one (1) Business Day prior to the Closing Date (collectively, the "**Closing Payment**") and (ii) direct the Escrow Holder to disburse the Deposit (and any and all interest that may have accrued thereon) to Seller.

(c) Upon submission of this Agreement for consideration as a bid for the Acquired Assets, Buyer shall, in accordance with the Bidding Procedures Order, deliver into a segregated account (the "**Escrow**") maintained by an escrow holder designated by Seller (the "**Escrow Holder**") the sum of Eighty Thousand U.S. dollars (\$80,000.00) (the "**Deposit**") in immediately available funds. The Deposit shall become nonrefundable upon the earlier of (i) the entry of the Sale Order approving Buyer as the Successful Bidder and satisfaction by all parties of all conditions set forth in ARTICLE VII, and the absence of any restriction, limitation, or prohibition on Buyer's right to acquire the Acquired Assets in the manner, and under the terms and conditions, set forth in this Agreement except where any such restriction, limitation, or prohibition is caused by an act or omission of Buyer, and (ii) Seller's termination of the transaction contemplated by this Agreement in accordance with Section 9.01(c) (a "**Buyer Default Termination**"). At the Closing, the Deposit, and any and all interest that may have accrued thereon, shall be delivered to Seller and credited toward payment of the Purchase Price. In the event the Deposit becomes non-refundable by reason of a Buyer Default Termination, the Parties shall cause the Escrow Holder to immediately disburse the Deposit, and any and all interest that may have accrued thereon, to Seller to be retained by Seller for Seller's own account as liquidated damages. If this Agreement is terminated in accordance with Section 9.01 other than due to a Buyer

Default Termination, the Escrow Holder shall return the Deposit in accordance with Section 9.02(c)

(d) With respect to each of the Assigned Contracts assigned to Buyer on or after the Closing Date pursuant to the Sale Order, Buyer shall satisfy on the Closing Date, all Liabilities thereunder (as distinct from curing all defaults or failures to comply with provisions thereunder that may not be cured by the mere payment of money) (i) accruing or arising at any time prior to or after the Petition Date, or (ii) arising from or relating to any act, event, or occurrence prior to the Petition Date that are required to be paid pursuant to § 365 of the Bankruptcy Code in order to assume and assign the Assigned Contracts to Buyer (collectively, “Cure Claims”).

Section 2.06. Withholding Tax. Buyer shall not be entitled to deduct and withhold any Taxes from the Purchase Price or any other amounts otherwise payable pursuant to this Agreement, except for any Taxes required to be withheld from the amounts payable to Seller under Section 1445 of the Tax Code to the extent resulting from a Seller’s failure to provide to Buyer an IRS Form W-9 or IRS Form W-8, as applicable, executed by each Seller or each Seller’s regarded owner for U.S. federal income Tax purposes.

Section 2.07. Third Party Consents. If the assignment by a Seller to Buyer of the Estate’s rights under any Contract constituting an Acquired Asset, or any other Acquired Asset, would be a violation of applicable Law or require the consent of, or prior notification to, another Person, this Agreement will not constitute an agreement to assign such Contract or other Acquired Asset if an attempted assignment would constitute a breach thereof or be unlawful, and Seller and Buyer shall use commercially reasonable efforts to obtain any such required consent(s), including approval for a novation of any Assigned Contracts (to the extent that the Sale Order or other Order of the Bankruptcy Court does not eliminate the requirement to obtain the prior consent of or notification to any one or more counterparties to a Contract) as promptly as possible. Except to the extent that the Sale Order or other Order of the Bankruptcy Court eliminates the requirement to obtain the prior consent of or notification to any one or more counterparties to a Contract, no Contract set forth in Section 2.01(b) of the Disclosure Schedules that requires the consent of, or prior notification to, another Person for the Seller to assign such Contract to Buyer shall be assigned to Buyer pursuant to this Agreement until such consent shall be obtained or notification shall be made. If any such consent shall not be obtained or notification made or novation approved, or if any attempted assignment would be ineffective or would impair Buyer’s rights under the Acquired Asset in question so that Buyer would not in effect acquire the benefit of all such rights: (i) for a period of up to six (6) months following the Closing Date (or until, if sooner, the closing of the Chapter 11 Cases or the dissolution of Seller), Seller, as permitted by Law, shall, to the extent Seller is able, cooperate, as permitted by Law, with Buyer in any commercially reasonable arrangement designed to provide such benefits to Buyer, and (ii) Buyer shall reimburse Seller for any out-of-pocket costs actually paid by Seller or the Estate to the other party to such Assigned Contract; provided, however, that when practicable Seller shall provide Buyer advance notice before incurring such costs and Buyer may, in its sole discretion, waive the requirements of Seller to perform under this Section 2.07 with respect to the applicable Assigned Contract rather than cause Seller to incur any such out-of-pocket costs.

ARTICLE III CLOSING

Section 3.01. Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “**Closing**”) will take place through the electronic exchange of documents and signatures, which process will be coordinated by Jenner & Block LLP, (i) on the third (3rd) Business Day following the satisfaction or waiver of each of the conditions set forth in ARTICLE VII (other than those conditions which can be satisfied only at the Closing, but subject to the satisfaction or waiver of such conditions at Closing) or (ii) at such other time, date or place as the Seller and Buyer may mutually agree upon in writing; provided, however, that such other time or date shall be on or before the End Date. The date on which the Closing is to occur is herein referred to as the “**Closing Date**,” and the Closing shall be deemed to have occurred at 11:59 pm prevailing Eastern Time on the Closing Date.

Section 3.02. Closing Deliverables.

(a) At the Closing, Seller will deliver or cause to be delivered to Buyer the following, each of which shall be duly executed by Seller:

- (1) a copy of the Sale Order entered by the Bankruptcy Court;
- (2) the Bill of Sale;
- (3) the Intellectual Property Assignment Agreements; and
- (4) the Seller Closing Certificate.

(b) At the Closing, Buyer will deliver to the Seller the following, each of which shall be duly executed by Buyer (if applicable):

- (1) the Closing Payment;
- (2) instructions to the Escrow Holder to deliver the Deposit (and any and all interest that may have accrued thereon) to Seller;
- (3) the Intellectual Property Assignment Agreements; and
- (4) the Buyer Closing Certificate.

Section 3.03. Prorations. Taxes (other than Transfer Taxes and Taxes imposed or assessed on income) shall be prorated between Seller and Buyer as of the Closing Date.

Section 3.04. Transfer Taxes. All Transfer Taxes shall be borne by Buyer. Buyer shall timely file all Tax Returns for Transfer Taxes to the extent required by applicable Law and pay all Taxes reflected on such Tax Returns. Buyer and Seller each agree to take such actions and to execute such certificates and other documents as from time to time shall be reasonably requested by each other in order to minimize the amount of any Transfer Taxes.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in, and in all cases subject to, the Disclosure Schedules, Seller represents and warrants to Buyer, as of the date hereof, as follows:

Section 4.01. Organization and Qualification of Seller. To the Knowledge of Seller, (a) Neuron Fuel is duly organized, validly existing and in good standing under and by virtue of the applicable laws of the place of its incorporation or establishment and subject to any restriction on account of Neuron Fuel's status as a "debtor" under the Bankruptcy Code, (b) the Estate has full power and authority to own, operate, or lease the properties and assets now owned, operated, or leased by it (c) the Estate is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Acquired Assets or the operation of its business as currently conducted makes such licensing or qualification necessary, except where the failure to be so licensed or qualified does not currently have and would not reasonably be expected to result in a Material Adverse Change.

Section 4.02. Authority of Seller. Subject to the entry of the Sale Order in the Chapter 11 Cases, (i) Seller has full power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out, and to cause the Estate to carry out, their respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby; (ii) the execution and delivery by Seller of this Agreement and any other Transaction Document to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by any necessary action on the part of Seller; and (iii) this Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other applicable laws now or hereafter in effect of general application affecting enforcement of creditors' rights and to general principles of equity.

Section 4.03. No Conflicts; Consents. Except as set forth on Section 4.03 of the Disclosure Schedules, to the Knowledge of Seller and subject to the entry of the Sale Order in the Chapter 11 Cases, the execution, delivery and performance by Seller of the Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, bylaws or other organizational documents of Neuron Fuel; (b) conflict with or result in a violation or breach of any provision of any Law applicable to Seller, Neuron Fuel or the Estate; (c) except as set forth in Section 4.03(c) of the Disclosure Schedules, require the consent, notice or other action by any Person under, or conflict with, result in a violation or breach of, constitute a default or an event that would constitute a default under any Material Contract to which Neuron Fuel is a party; (d) result in the creation or imposition of any Encumbrance on the Acquired Assets other than a Permitted Encumbrance; or (e) require the consent of, or filing with, any Governmental Authority, except for any of the foregoing in the case of clauses (b) through (e) of this Section 4.03 that would not reasonably be expected to have a Material Adverse Change.

Section 4.04. Title to Acquired Assets. The Estate and Neuron Fuel have good and valid title to, or a valid leasehold interest in, all of the Acquired Assets owned by them. All such Acquired Assets (including leasehold interests) are free and clear of Encumbrances except for Permitted Encumbrances.

Section 4.05. Intellectual Property.

(a) Section 4.05(a) the Disclosure Schedules sets forth a list as of the date hereof of all Intellectual Property Registrations in the name of Neuron Fuel and that are included in the Assigned Intellectual Property Assets. To the Knowledge of Seller, each Intellectual Property Registration is subsisting and in full force and effect with the exception of any copyrights or patents, if any, that expired at the end of their natural term.

(b) To the Knowledge of Seller, except for Permitted Encumbrances, the Estate and Neuron Fuel own or possess all necessary legal and other rights to all Assigned Intellectual Property Assets, and subject to entry of the Sale Order at Closing, Seller will deliver all such Assigned Intellectual Property Assets to Buyer free and clear of all Encumbrances other than Permitted Encumbrances.

(c) Seller has not received any, and to the Knowledge of Seller, Neuron Fuel has not received any, written notice since the Trustee Appointment Date that the Assigned Intellectual Property Assets infringe upon or otherwise violate any Intellectual Property of any third party that remains unresolved. Seller has not received service of process or been charged in writing as a defendant, and to the Knowledge of Seller, Neuron Fuel has not received service of process or been charged in writing as a defendant, since the Trustee Appointment Date, in any claim, suit, action or legal proceeding that alleges that any of the Assigned Intellectual Property Assets infringe any Intellectual Property right of any third party, which has not been finally adjudicated prior to the Closing Date. To the Knowledge of Seller, there is no pending dispute, including any claim or threatened claim, with respect to the Assigned Intellectual Property Assets: (i) contesting the right of Seller, the Estate or Neuron Fuel to use, exercise, sell, license, transfer or dispose of any of the Assigned Intellectual Property Assets; or (ii) challenging the ownership, validity or enforceability of any of the Assigned Intellectual Property Assets.

(d) Seller has not, and to the Knowledge of Seller, the Estate and Neuron Fuel have not, during the past three (3) years, brought any legal actions or lawsuits alleging infringement, misappropriation or other violation by another party of any of the Assigned Intellectual Property Assets.

Section 4.06. Legal Proceedings. To the Knowledge of Seller, there are no Actions pending or threatened in writing against or by Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To the Knowledge of Seller, no event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

Section 4.07. Legal Compliance. To the Knowledge of Seller, since the Trustee Appointment Date, (a) Neuron Fuel's conduct of the Business and operation of the Acquired Assets has complied in all material respects with all applicable Laws, and (b) no Action against

Neuron Fuel has been filed or threatened against Neuron Fuel with respect to the conduct of the Business alleging any material failure to comply with applicable Law.

Section 4.08. Employment Matters. To the Knowledge of Seller, Section 4.08 of the Disclosure Schedules sets forth a list, as of the date of this Agreement, of each individual employed by Neuron Fuel who provides services primarily with respect to the Business as of the date hereof, including those individuals who are temporarily absent from active employment or who have rights to return to employment under Neuron Fuel's policies and/or Law (such employees (excluding any such employees who resign or are terminated in accordance with the terms of this Agreement after the date hereof) together with any employees hired by Neuron Fuel in the ordinary course of business after the date hereof who provide services primarily with the respect to the Business, the "**Business Employees**"), including their respective job titles. To the Knowledge of Seller, Neuron Fuel is in compliance in all material respects with all applicable Laws with respect to employment and employment practices, classification of employees, immigration, visa, and workers' compensation.

Section 4.09. Taxes. Except as set forth on Section 4.09 of the Disclosure Schedules, to the Knowledge of Seller, (a) Neuron Fuel (or an Affiliate of Neuron Fuel) has timely filed all income and other material Tax Returns that it was required to file with respect to the Business and the Acquired Assets, (b) such Tax Returns are true, correct, and complete in all material respects, and (c) Neuron Fuel has timely paid all material Taxes (whether or not shown on such Tax Returns) with respect to the Acquired Assets and the Business in particular (as opposed to the assets and business of Neuron Fuel and its Affiliates more generally).

Section 4.10. Brokers. Except to the extent payable solely by Seller, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

Section 4.11. No Material Adverse Change. To the Knowledge of Seller, since the Trustee Appointment Date there has not been a Material Adverse Change.

Section 4.12. Exclusivity of Representations and Warranties. Neither Seller nor the Estate, Neuron Fuel any other Person is making, and none of Buyer or any of its Affiliates or its or their Representatives has relied, is relying or will rely on, any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to Seller, the Estate or Neuron Fuel (including any representation or warranty relating to the condition (financial or otherwise), results of operations, assets or liabilities of Seller, the Estate or Neuron Fuel), except as expressly set forth in this ARTICLE IV as modified by and subject to the Disclosure Schedules, and Seller hereby disclaims any such other representations or warranties.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the date hereof, as follows:

Section 5.01. Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware.

Section 5.02. Authority of Buyer. Buyer has full power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or effecting creditors' rights and to general principles of equity.

Section 5.03. No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, bylaws, certificate of formation, limited liability company agreement or other organizational documents of Buyer; (b) conflict with or result in a violation or breach of any provision of any Law applicable to Buyer; (c) require the consent, notice or other action by any Person under, or conflict with, result in a violation or breach of, constitute a default or an event that would constitute a default under any material contract to which Buyer is a party; or (d) require the consent of, or filing with, any Governmental Authority, except for any of the foregoing in the case of clauses (b) through (d) of this Section 5.03 that would not reasonably be expected to have a material adverse effect on the Buyer's ability to consummate the transactions contemplated by, and discharge its obligations under, this Agreement and the other Transaction Documents to which it is a party.

Section 5.04. Financing. As of the date of this Agreement, Buyer has access to, and as of the Closing Date Buyer will have, sufficient cash in immediately available funds (a) to pay the Closing Payment and all of its fees and expenses in order to consummate the transactions contemplated by this Agreement, and (b) to perform all of its obligations pursuant to, and to consummate the transactions contemplated by, this Agreement and each of the other Transaction Documents to which it is a party. Buyer acknowledges that its obligations set forth in this Agreement are not contingent or conditioned upon any Person's ability to obtain financing for or in connection with the transactions contemplated by this Agreement.

Section 5.05. Certain Arrangements. There are no Contracts, undertakings, commitments, agreements or obligations, whether written or oral, between any of Buyer, its Affiliates or its and their Representatives, on the one hand, and any member of the management of Seller or any Affiliate of Seller, any holder of equity or debt securities of Seller or any lender or creditor of Seller or any Affiliate of Seller, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the transactions contemplated by this Agreement or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of Seller or any of its Affiliates to entertain, negotiate or participate in any such transactions.

Section 5.06. WARN Act and Mass Layoffs. Buyer does not currently plan or contemplate any plant closings, reduction in force, terminations of employees, or similar personnel actions impacting Business Employees that would trigger obligations under the WARN Act or similar Laws.

Section 5.07. Brokers. Except to the extent payable solely by Buyer, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.08. Legal Proceedings. There are no Actions pending or threatened in writing against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

Section 5.09. Solvency. Immediately after giving effect to the transactions contemplated by this Agreement, Buyer shall be solvent and shall (a) be able to pay its debts as they become due; (b) own property having a fair saleable value greater than the amounts required to pay debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of Buyer. In connection with the transaction contemplated hereby, Buyer has not incurred, nor does it plan to incur, debts beyond its ability to pay as they become absolute and matured.

ARTICLE VI COVENANTS

Section 6.01. Availability of Books and Records.

(a) Seller (or any successors to the Trustee, including any Litigation Trustee) shall be entitled to maintain a copy of all digital Assigned Books and Records (other than computer software, source code, and executable code) for the sole and exclusive use of pursuing any Action related to the Excluded Assets. At all times Seller (or any successors to the Trustee, including any Litigation Trustee) shall act in accordance with the confidentiality provisions set forth in Section 6.07(b). Seller (or any successors to the Trustee, including any Litigation Trustee) shall destroy all retained copies of any Assigned Books and Records within sixty (60) days of entry of final non-appealable judgments in all Actions related to the Excluded Assets, including any Actions to collect such judgments.

(b) From and after the Closing, to the extent permitted by applicable Law, Buyer shall provide to Seller and any Litigation Trustee reasonable access (after reasonable advance written notice to Buyer, during normal business hours, at the sole cost and expense of Seller, and solely to the extent such access does not unreasonably interfere with the business of Buyer and its Affiliates) to (1) Buyer's personnel who have knowledge either of the Business prior to Closing or otherwise relevant to any Action related to the Excluded Assets and (2) all Assigned Books and Records (other than computer software, source code, and executable code) for periods

prior to the Closing, for which Seller did not retain a copy pursuant to Section 6.01(a), but solely to the extent such access is reasonably required (i) in order for Seller to comply with applicable Law in connection with the Chapter 11 Cases, (ii) in connection with the liquidation and winding up of the Estate, (iii) for Tax reporting purposes, or (iv) in connection with any Litigation Trust; provided that (x) in all cases, such access is subject to an obligation of confidentiality in form and substance reasonably acceptable to Buyer and (y) nothing herein shall require Buyer to furnish to Seller or any of its Representatives with access to information that legal counsel for Buyer reasonably concludes is restricted by applicable Contract or Law, except in strict compliance with the applicable Contract or Law, or that is subject to its attorney-client privilege. Buyer shall use commercially reasonable efforts to preserve such Assigned Books and Records, subject to compliance with applicable Law and customary record-keeping policies. Such access to the Assigned Books and Records shall include reasonable access to any such information in electronic form to the extent reasonably available.

Section 6.02. Bulk Sales/Tax Clearance Waiver. The parties agree to waive compliance with the provisions of any so-called “bulk transfer law,” “bulk sales law,” or any similar Tax Law (including any tax clearance or certification of tax compliance Law) of any jurisdiction that may be applicable with respect to the sale of the Acquired Assets as contemplated by this Agreement; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any so-called “bulk transfer law,” “bulk sales law,” or any similar Tax Law (including any tax clearance or certification of tax compliance Law) of any jurisdiction shall not constitute Assumed Liabilities and shall be treated as Excluded Liabilities.

Section 6.03. Cooperation on Tax Matters; Purchase Price Allocation.

(a) Seller shall and shall cause its controlled Affiliates and Buyer shall and shall cause its controlled Affiliates to cooperate fully with each other and make available or cause to be made available to each other for consultation, inspection, and copying (at such other Party’s expense) in a timely fashion such personnel, Tax data, relevant Tax Returns or portions thereof, and filings, files, books, records, documents, financial, technical and operating data, computer records, and other information as may be reasonably requested (i) for the preparation by such other Party, or of Neuron Fuel, of any Tax Returns or (ii) in connection with any Tax audit or proceeding including one Party (or an Affiliate thereof) to the extent such Tax audit or proceeding relates to or arises from the transactions contemplated by this Agreement or the operation of the Business or the ownership or use of the Acquired Assets prior to the Closing.

(b) The Purchase Price shall be allocated among the Acquired Assets as follows:

(1) During the 90 calendar days that follow the Closing Date, Buyer and Seller will use commercially reasonable efforts to agree on the fair market value of the Acquired Assets and an allocation of the Purchase Price (plus allocable expenses and all other consideration required to be taken into account under Section 1060 of the Code) among the Acquired Assets. If Buyer and Seller reach final agreement on such allocation, Buyer and Seller agree to report the federal, state, local and other Tax consequences of the purchase and sale hereunder (including in filing IRS Form 8594) in a manner consistent with such allocation and not

to take any position inconsistent therewith in connection with any Tax Return, refund claim, litigation or otherwise, unless and to the extent required to do so by applicable Law.

(2) If Buyer and Seller do not reach final agreement on the fair market value of the Acquired Assets and the allocation of the Purchase Price (plus allocable expenses and all other consideration required to be taken into account under Section 1060 of the Code) among the Acquired Assets within 120 days after Closing, Buyer and Seller will each make their own determinations of such items and shall not be bound by the determinations of such amounts by any other party.

(3) Notwithstanding any other provision of this Agreement, this Section 6.03(b) shall (x) survive the consummation of the transactions contemplated by this Agreement and (y) not be binding on any allocation of the Purchase Price in the Chapter 11 Cases.

(4) Notwithstanding any other provision of this Agreement, but solely to the extent Buyer and Seller are required by applicable Law to agree on the amount or value of a particular Acquired Asset for purposes of any Transfer Tax filings or payments, Buyer and Seller shall mutually agree on a commercially reasonable estimate of the fair market value of such asset prior to the date any such Transfer Tax filing is required to be made or any such Transfer Tax payment is required to be paid (including applicable extensions). Buyer and Seller understand and agree that any agreement reached pursuant to this Section 6.03(b)(4) is reached solely for purposes of Transfer Tax filings and payments required under applicable Law, and shall in no way be regarded by the parties hereto as conclusive with respect to the allocation described in Section 6.03(b)(1) or Section 6.03(b)(2) unless expressly required under applicable Law.

Section 6.04. Retention of Tax Records. From the Closing Date to the earliest of (i) three years from the Closing Date, (ii) the expiration of the relevant statute of limitations, and (iii) the date on which the Chapter 11 Cases are closed or Seller or the Estate are dissolved, the Buyer shall, and the Seller shall or shall cause the Estate to, retain possession of all accounting, business, financial, and Tax records and information that (a) relate to the Acquired Assets, the Assumed Liabilities or the Business and are in existence and in possession of such Party on the Closing Date and (b) come into existence and possession of a Party hereto after the Closing Date but relate to the Acquired Assets, the Assumed Liabilities or the Business before the Closing Date, and each of the parties shall give the other Party notice and a reasonable opportunity to retain any such records in the event that the Party in possession of such records shall make a determination to destroy or otherwise abandon any such records. In addition, from the Closing Date to the earliest of (x) three years from the Closing Date, (y) the expiration of the relevant statute of limitations, and (z) the date on which the Chapter 11 Cases are closed or Seller or the Estate are dissolved, each Party shall provide to the other Party (after reasonable notice and during normal business hours and without charge) access to the books, records, documents, and other information relating to the Acquired Assets, the Assumed Liabilities or the Business as the requesting Party may reasonably deem necessary to properly prepare for, file, prove, answer, prosecute, and defend any Tax Return, claim, filing, Tax audit, Tax protest, suit, proceeding, or answer. Such access shall include access to any computerized information systems that contain data regarding the Acquired Assets, the Assumed Liabilities or the Business. For purposes of this Section 6.04, notice by Seller will be reasonable and sufficient if a motion for authority to abandon or destroy the subject documents is filed on the docket in the Chapter 11 Cases fourteen (14) days prior to the hearing on the motion

and provides at least seven (7) days to object to the motion. The provisions contained in this Section 6.04 are intended to, and shall, supplement and not limit the generality of the provisions contained in Section 6.01.

Section 6.05. Further Assurances. Following the Closing, Seller will, and will cause its controlled Affiliates and Buyer will cause its controlled Affiliates to, at the sole cost and expense of the requesting Party, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.06. Conduct of Business Prior to the Closing. Except (i) as otherwise set forth in Section 6.06 of the Disclosure Schedules, (ii) as contemplated by this Agreement, (iii) for actions approved by Buyer in writing (which approval will not be unreasonably withheld, conditioned or delayed), (iv) due to any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code or the DIP Credit Agreement or (v) as required by applicable Law or an Order of the Bankruptcy Court, from the date hereof through the Closing or this Agreement's earlier termination in accordance with its terms:

(a) Seller shall, and shall cause the Estate to, use commercially reasonable efforts to (i) conduct the Business in the ordinary course of business substantially consistent with past practice since the Trustee Appointment Date and (ii) to maintain the properties and assets included in the Acquired Assets in substantially their current condition, subject to normal wear and tear and consistent with past practice since the Trustee Appointment Date;

(b) Seller shall not, and shall cause the Estate not to;

(1) sell, lease, license, mortgage, pledge, transfer or otherwise dispose of any of the Acquired Assets, except for sales and licenses of the Estate's products and services in the ordinary course of business consistent with past practice;

(2) (i) materially amend any Assigned Contract, other than amendments in the ordinary course of business, or (ii) voluntarily terminate or reject under Section 365 of the Bankruptcy Code any Assigned Contract;

(3) (i) increase in any manner the compensation, bonus or fringe or other benefits of any Business Employee, (ii) grant or pay any severance or termination pay or increase in any manner the severance or termination pay of any Business Employee, except in the case of clauses (i) through (ii), (A) to the extent required by applicable Law or (B) as required under the terms of any other Contract as in effect on the date hereof; or

(4) authorize, commit, or agree to take any of, the foregoing actions.

Section 6.07. Access to Information.

(a) From the Effective Date until the Closing, Seller will and shall cause the Estate to afford Buyer and its Representatives upon reasonable advance notice and during

normal business hours reasonable access to and the right to inspect all of the properties, assets, premises, Books and Records, Contracts and other documents and data to the extent related to the Business, the Acquired Assets or the Assumed Liabilities. Any investigation pursuant to this Section 6.07 will be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Estate or Neuron Fuel.

(b) From the Effective Date until the Closing, except for disclosures expressly permitted by the terms of the Confidentiality Agreement, effective as of April 30, 2025, between Seller and Buyer (the “**Confidentiality Agreement**”), Buyer shall hold, and shall cause its Representatives to hold, all information received from Seller, the Estate or Neuron Fuel, directly or indirectly, in confidence in accordance with the Confidentiality Agreement. Effective as of the Closing, the Confidentiality Agreement shall be terminated.

(c) So long as the Chapter 11 Cases are pending, following the Closing, Buyer shall provide Seller, the Estate, Neuron Fuel and their respective counsel and other professionals employed in the Chapter 11 Cases with reasonable access to all documents relating to the Business, the Acquired Assets or the Assumed Liabilities for the purpose of the continuing administration of the Chapter 11 Cases (including the pursuit of any avoidance, preference or similar actions), which access shall include (i) the right of Seller’s Representatives to copy, at Seller’s expense, such documents and records as Seller or Seller’s Representatives may request in furtherance of the purposes described above (and including the right of Seller to share such documents and records with any successors to the Trustee or with such Persons as the Seller determines appropriate), and (ii) Buyer’s copying and delivering to Seller or Seller’s Representatives such documents or records as Seller or Seller’s Representatives may request.

(d) Buyer will not, and will not permit any of its Affiliates or its or their Representatives to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of Seller, Neuron Fuel or the Estate prior to the Closing with respect to Seller, Neuron Fuel, the Estate, the Business, or the transactions contemplated by this Agreement, without the prior written consent of Seller for each such contact, with such consent not to be unreasonably withheld.

Section 6.08. Notice of Certain Events. From the Effective Date until the Closing, each party will promptly notify the other in writing of:

(a) any fact, circumstance, event or Action the existence, occurrence or taking of which has resulted in, or could reasonably be expected to result in, the failure of any of the conditions in ARTICLE VII to be satisfied;

(b) any notice or other communication from any Governmental Authority (other than the Bankruptcy Court) in connection with the Business, the Acquired Assets, the Assumed Liabilities, or the transactions contemplated by this Agreement; and

(c) any Actions commenced against, relating to or involving or otherwise affecting the Business, the Acquired Assets or the Assumed Liabilities or that relate to the consummation of the transactions contemplated by this Agreement.

Section 6.09. Employee Matters.

(a) Buyer shall, or shall cause its Affiliates to, make offers of employment to no fewer than five (5) Business Employees, for the twelve (12)-month period following the Closing Date (or such shorter period of employment, as the case may be), with base salary or wages, and annual cash bonus opportunities that are substantially similar, or of substantially equivalent value, to the base salary or wages and annual cash bonus opportunity provided to such Business Employee by Seller immediately prior to the Closing Date. The Business Employees who commence employment with Buyer effective as of the Closing Date are collectively referred to herein as the “Transferred Employees.” Notwithstanding the foregoing, nothing in this Agreement will (i) after the Closing Date, impose on Buyer any obligation to retain any Transferred Employee in his or her employment, guarantee employment for any period of time or preclude the ability of Buyer or its Affiliates to terminate the employment of any Transferred Employee at any time and for any reason, (ii) create any third party beneficiary rights in any Business Employees (including any beneficiary or dependent thereof), or (iii) amend any Seller Employee Benefit Plans or other employee benefit plans or arrangements or impose any obligations upon Buyer or any Affiliate thereof in connection with any Seller Employee Benefit Plan.

(b) The provisions of this Section 6.09 are for the sole benefit of the parties to this Agreement and nothing herein, expressed or implied, is intended or shall be construed to (i) constitute an amendment to any of the compensation and benefits plans maintained for or provided to Transferred Employees prior to the Closing Date or (ii) confer upon or give to any Person, other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies with respect to the matters provided for in this Section 6.09 under or by reason of any provision of this Agreement. Nothing in this Section 6.09, shall be construed to limit any rights that Buyer or any of its Affiliates may have under any plan or arrangement to amend, modify, terminate or adjust any particular plan or arrangement.

Section 6.10. Corporate Name. Following the Closing, other than as required by any applicable Law or the Bankruptcy Court, Seller shall cause Neuron Fuel and the Estate to, as soon as reasonably practicable, and in any event within 30 Business Days after the Closing Date, change Neuron Fuel’s corporate name to a name not including, or not confusingly similar to, “Neuron Fuel, Inc.” or “Future Minds Group”.

Section 6.11. Public Announcements. Notwithstanding anything herein to the contrary, prior to the Closing, Seller shall not, and shall cause its controlled Affiliates not to, and Buyer shall not, and shall cause its controlled Affiliates not to, make any press release or public announcement concerning this Agreement or the transactions contemplated herein without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed); provided, however, that a Party may make any such release or public announcement that is required by any applicable Law or the order of the Bankruptcy Court; provided further that if any such release or public announcement is so required or made, the disclosing party shall give the non-disclosing party, to the fullest extent permitted by applicable Law, prior notice of, and an opportunity to comment on, the proposed disclosure. The parties acknowledge that Seller shall file this Agreement and related pleadings and documents with the Bankruptcy Court in connection with obtaining the Sale Order in accordance with the terms of this Agreement.

Section 6.12. Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, including any provisions with an express different standard regarding actions to be taken in this Agreement, Seller and Buyer shall, and shall cause their Representatives to, use its reasonable best efforts to perform its obligations in this Agreement and to take, or cause to be taken, and to do, or cause to be done, all things necessary, proper or advisable to cause the transactions contemplated by this Agreement to be effected as soon as practicable but in any event on or prior to the End Date, in accordance with the terms of this Agreement and to cooperate with the other Party and its Representatives in connection with any step required to be taken as a part of its obligations in this Agreement. The “reasonable best efforts” of Seller will not require Seller or any of its Affiliates or Representatives to expend any money to remedy any breach of any representation or warranty, to commence any Action, to waive or surrender any right, to modify any Contract or to waive or forego any right, remedy, or condition in this Agreement.

(b) The obligations of Seller pursuant to this Agreement, including this Section 6.12, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code, Seller’s debtor-in-possession financing or use of cash collateral, as the case may be, and Seller’s obligations as debtors in possession to comply with any Order of the Bankruptcy Court, and Seller’s duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

Section 6.13. Privacy Policy.

(a) Buyer shall adopt and implement, effective as of the Closing Date, the Neuron Fuel Privacy Policy, or a privacy policy at least as protective of Personal Information as the Neuron Fuel Privacy Policy, in existence as of immediately prior to the Closing Date. “**Neuron Fuel Privacy Policy**” means Neuron Fuel’s written policy governing the collection, use, storage, and protection of Personal Information, as well as any other privacy-related practices or disclosures that Neuron Fuel has in place as of the Closing Date.

(b) Buyer shall comply with all applicable privacy Laws with respect to all Personal Information contained in the Acquired Assets that is actually transferred to Buyer. Buyer shall comply with all data subject requests under applicable privacy Laws, including with respect to current and former subscribers and customers of the Business. If Seller receives any data subject requests after the Closing Date, Seller shall provide notice of such requests to Buyer for Buyer to process.

Section 6.14. Litigation Support. In the event and for so long as Seller (or any successors to the Trustee, including any Litigation Trustee) is involved in prosecuting, contesting or defending against any claims or causes of action, including Avoidance Actions, Buyer, and its designees or assignees, as applicable, shall cooperate in good faith with Seller (or any successors to the Trustee, including any Litigation Trustee, or such other Person Seller or any Litigation Trustee deems appropriate) and its counsel as reasonably requested and to the extent practicable, make available its personnel involved in the Business, and provide access to the Assigned Books and Records, for which Seller did not retain a copy pursuant to Section 6.01(a), in each case at the sole cost and expense of the Seller, provided, however, that, for avoidance of doubt, the foregoing

shall not require any Party to waive, or take any Action with the effect of waiving, its attorney-client privilege with respect thereto.

Section 6.15. Post-Closing Matters. To the extent required to transfer the Acquired Assets to Buyer, or reasonably requested by Buyer on or after the Closing Date, for a period of no more than 60 days following the Closing, Seller shall use reasonable best efforts (including through Novo Advisors and other third parties) effect the transfer of administrative authority and management responsibility from Seller to Buyer with respect to (i) any technical platforms that hold Acquired Assets and for which Seller has authority as of the Closing and (ii) the Estate's payment processing or other accounts with Apple Inc., Google LLC, and Stripe, Inc., provided that (x) Buyer shall cooperate in good faith with Seller as reasonably requested to provide the assistance or services described in this Section 6.15 and (y) Buyer shall reimburse Seller for any reasonable out-of-pocket costs actually paid by Seller or the Estate to a third party in its performance of its obligations under this Section 6.15.

Section 6.16. Collection of Accounts Receivable.

(a) As of the Closing Date, Seller hereby authorizes Buyer and its designees to open any and all mail addressed to Seller relating to the Business or the Acquired Assets and delivered to the offices of the Business or otherwise to Buyer or any Buyer designee if received on or after the Closing Date and appoints Buyer, any Buyer designee or its attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments received by Buyer or any Buyer designee after the Closing Date with respect to Transferred AR or accounts receivable relating to work performed or products delivered by Buyer after the Closing, as the case may be, made payable or endorsed to Seller or Seller's order, for the Buyer's or any Buyer designee's own account. To the extent any mail so received by Buyer pursuant to this Section 6.16 relates to work performed by, or products delivered by Seller prior to the Closing, Buyer shall promptly deliver the same to Seller after opening.

(b) As of the Closing Date, Seller agrees that any monies, checks or negotiable instruments received by Seller after the Closing Date with respect to Transferred AR or accounts receivable to the extent relating to work performed by Buyer after the Closing, as the case may be, shall be held in trust by Seller for the Buyer's or any Buyer designee's benefits and accounts, and promptly upon receipt by a Seller of any such payment, Seller shall pay over to the Buyer or its designee the amount of such payments without any right of set off or reimbursement.

(c) Without limiting the foregoing, Seller will, and will cause its subsidiaries and affiliates to, deposit into the bank account designated by Buyer within five (5) Business Days after receipt all amounts received by Seller or its subsidiaries and affiliates constituting Transferred AR. Seller will, and will cause its subsidiaries and affiliates to, deliver written instructions no later than five (5) Business Days following the Closing to all customers with accounts receivable constituting Transferred AR to deliver all payments with respect thereto directly to an account designated in writing by Buyer. Seller will maintain its bank accounts to accept any Transferred AR for at least one year following the Closing.

(d) As of the Closing Date, Buyer and its designees shall have the sole authority to bill and collect Transferred AR and accounts receivable relating to work performed

by Buyer after the Closing. Notwithstanding anything to the contrary contained hereto, any Buyer designees that acquire any Transferred AR hereunder shall be express third -party beneficiaries of this Section 6.13.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.01. Conditions to Obligations of All Parties. The respective obligations of each Party to consummate the Closing are subject to the fulfillment or waiver by the parties, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority having enacted, issued, promulgated, enforced or entered any Order that is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions that are not otherwise satisfied, resolved or preempted by the Sale Order.

(b) The Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, vacated, reversed, or modified as of the Closing Date.

Section 7.02. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Seller contained in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), except to the extent that the failure of such representations and warranties to be so true and correct, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change (it being understood that, for purposes of determining the accuracy of representations and warranties, for the purpose of this Section 7.02(a), all "Material Adverse Change" qualifications and other materiality qualifications contained in such representations and warranties shall be disregarded).

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Seller shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(a).

(d) Seller shall have delivered to Buyer a certificate, dated the Closing Date and signed by the Seller that each of the conditions set forth in Section 7.02(a) and Section 7.02(b) have been satisfied (the "**Seller Closing Certificate**").

(e) From the date of this Agreement, there shall not have been a Material Adverse Change.

Section 7.03. Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Buyer contained in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), except to the extent that the failure of such representations and warranties to be so true and correct, individually or in the aggregate, would not reasonably be expected to have a materially adverse effect on the Buyer's ability to consummate the transactions contemplated by, and discharge its obligations under, this Agreement (it being understood that, for purposes of determining the accuracy of representations and warranties, for the purpose of this Section 7.03(a), all "material adverse effect" qualifications and other materiality qualifications contained in such representations and warranties shall be disregarded).

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(b).

(d) Buyer shall have delivered to Seller a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied (the "**Buyer Closing Certificate**").

ARTICLE VIII NON-SURVIVAL

Section 8.01. Non-Survival. With respect to each Party to this Agreement, except in the case of Fraud committed by such Party, the representations and warranties made by such Party contained herein and in any certificate delivered pursuant hereto shall terminate and be of no further force or effect at Closing (and no Party shall have any Liability thereunder at or after the Closing). All covenants and agreements contained herein that by their terms contemplate actions or impose obligations following the Closing, only to the extent such terms so contemplate actions or impose obligations following the Closing, shall survive the Closing and remain in full force and effect in accordance with such terms. All covenants and agreements contained herein that by their terms contemplate performance at or prior to the Closing, to the extent such terms so contemplate performance at or prior to the Closing, shall terminate and be of no further force or effect at Closing (and no Party shall have any Liability thereunder at or after the Closing).

ARTICLE IX TERMINATION

Section 9.01. Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by Buyer by written notice to Seller if Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 7.02 and such breach, inaccuracy or failure is either incapable of being cured or has not been cured by Seller in all material respects by the End Date;
- (c) by Seller by written notice to Buyer if Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 7.03 and such breach, inaccuracy or failure is either incapable of being cured or has not been cured by Buyer in all material respects by the End Date;
- (d) by Seller or Buyer, upon written notice to the other, if any event has occurred that would lead the condition in Section 7.01(a) of being impossible to be satisfied, and such failure is incapable of being cured or has not been cured in all material respects by the End Date.
- (e) by Seller or Buyer, upon written notice to the other at any time following the End Date if the Closing shall not have occurred on or before the End Date; provided, however, that the right to terminate this Agreement under this Section 9.01(e) shall not be available to any Party (i) who is in material breach of this Agreement that would give rise to the failure of any of the conditions specified in condition set forth in Section 7.02, if such notice is given by Seller, or Section 7.03, if such notice is given by Buyer, or (ii) whose failure to fulfill any obligation (including failure to satisfy or be ready, willing and able to satisfy any condition set forth in Section 7.02, if such notice is given by Seller, or Section 7.03, if such notice is given by Buyer) under this Agreement has been the cause of, or resulted in, the failure of the Closing to be consummated by the End Date;
- (f) by Seller or Buyer, upon written notice to the other if the Bankruptcy Court approves any agreement that contemplates a transaction or series of related transactions, other than the transactions to be consummated under this Agreement, pursuant to which substantially all of the Acquired Assets will be acquired by, or transferred to, a third party, whether pursuant to an asset sale, merger, stock purchase, or otherwise (any such transaction, an “Alternative Transaction”); by Seller, upon written notice to Buyer if Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with her fiduciary duties; or
- (g) by Seller or Buyer, upon written notice to the other if the Bankruptcy Court enters an Order that otherwise precludes the consummation of the transactions contemplated by this Agreement, subject to any limitations set forth in the Bidding Procedures Order or another Order of the Bankruptcy Court.

Section 9.02. Effect of Termination

(a) In the event of the termination of this Agreement as provided in Section 9.01 hereof, this Agreement shall become void and have no force or effect and thereafter there shall be no Liability or obligation on the part of any Party hereto, except that (i) subject to Section 9.02(b), no termination of this Agreement pursuant to Section 9.01 hereof shall relieve any Party of any Liability for a willful and material breach of any provision of this Agreement occurring on or before the effective time of such termination or for any Losses incurred by the other Party as a result of such breach, and (ii) the provisions of Section 6.07(b), this Section 9.02, ARTICLE XI and any related definitions set forth in elsewhere in this Agreement shall survive any such termination of this Agreement and the Confidentiality Agreement shall survive in accordance with its terms.

(b) Buyer understands and acknowledges that if this Agreement is terminated by Seller pursuant to Section 9.01(c), Seller will suffer material damages. The parties agree that such damages are difficult to quantify and thus Seller's retention of the Deposit, and any and all interest that may have accrued thereon, is a reasonable approximation of such damages. Accordingly, if this Agreement is terminated by the Seller pursuant to Section 9.01(c), Seller shall be entitled to retain the Deposit, and any and all interest that may have accrued thereon, as liquidated damages and not as a penalty.

(c) If this Agreement is terminated in accordance with Section 9.01 other than due to a Buyer Default Termination, the Escrow Holder shall return the Deposit, and any and all interest that may have accrued thereon, to Buyer within seven (7) Business Days of such termination.

The parties hereto acknowledge and agree that the agreements contained in this Section 9.02 are an integral part of this Agreement and the transactions contemplated hereby and are a material and necessary inducement to the parties hereto to enter into this Agreement and to consummate the transactions contemplated hereby.

**ARTICLE X
BANKRUPTCY COURT MATTERS**

Section 10.01. Sale Order. Subject to Buyer being designated as the Successful Bidder, Seller shall promptly use commercially reasonable efforts to obtain entry of the Sale Order approving this Agreement.

Section 10.02. Bankruptcy Process. Unless Buyer is in material breach of this Agreement or this Agreement has been terminated, Seller covenants and agrees that if the Sale Order is entered, the terms of any plan submitted by Seller to the Bankruptcy Court for confirmation or otherwise supported by Seller shall not conflict with, supersede, abrogate, nullify, or restrict the terms of this Agreement or the rights of Buyer hereunder, or prevent or materially interfere with the consummation or performance of the transactions contemplated by this Agreement, including any transaction that is contemplated by or approved pursuant to the Sale Order. If the Sale Order or any other Order of the Bankruptcy Court relating to this Agreement shall be appealed or any petition for certiorari or motion for rehearing or re-argument shall be filed with respect thereto, Seller agrees

to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion, and Buyer agrees to cooperate in such efforts, and each party agrees to use its reasonable efforts to obtain an expedited resolution of such appeal.

Section 10.03. Approval. Seller's obligations under this Agreement and in connection with the transactions contemplated by this Agreement are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Sale Order). Nothing in this Agreement shall require Seller or its Affiliates or Representatives to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

Section 10.04. Other.

(a) This Agreement and the sale of the Acquired Assets are subject to higher and better bids and Bankruptcy Court approval. Buyer acknowledges that Seller must take reasonable steps to demonstrate that it has sought to obtain the highest or otherwise best price for the Acquired Assets, including giving notice to the creditors of Seller and other interested parties, providing information about Seller to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Acquired Assets, conducting an Auction.

(b) Buyer shall provide adequate assurance of future performance as required under Section 365 of the Bankruptcy Code for the Assigned Contracts. Buyer will take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been a sufficient demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer's Representatives available to testify before the Bankruptcy Court. Buyer shall not take any direct or indirect action that to Buyer's knowledge would have the effect of causing the Bankruptcy Court to refuse to approve the transactions contemplated by this Agreement.

(c) If an Auction is conducted, and Buyer is not the prevailing party at the conclusion of such Auction (such prevailing party, the "**Successful Bidder**") but is the next highest bidder at the Auction, Buyer shall be required to serve as a back-up bidder (the "**Backup Bidder**") and keep Buyer's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until the earliest to occur of (i) 90 days after completion of the Auction, (ii) consummation of an Alternative Transaction, and (iii) Seller's release of Buyer from the requirement to serve as a Backup Bidder. If the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, the Backup Bidder will be deemed to have the new prevailing bid, and Seller may consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction).

**ARTICLE XI
MISCELLANEOUS**

Section 11.01. Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party incurring such costs and expenses, whether or not the Closing occurs.

Section 11.02. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a Party as may be specified in a notice given in accordance with this Section 11.02):

If to Seller:

Claudia Z. Springer, as Trustee
c/o Novo Advisors
401 N. Franklin St., Suite 4 East
Chicago, Illinois 60654
Attention: Claudia Z. Springer
Email: cSpringer@novo-advisors.com

with copies (which shall not constitute notice) to:
Jenner & Block LLP
353 N. Clark Street
Chicago, IL 60654
Attention: Peter Rosenbaum, Catherine Steege and Melissa Root
Email: prosenbaum@jenner.com, csteeg@jenner.com and
mroot@jenner.com

and
Pashman Stein Walder Hayden P.C.
824 North Market Street
Suite 800
Wilmington, DE 19801
Attention: Joseph C. Barsalona II
Email: jbarsalona@pashmanstein.com

If to Buyer:

Future Minds Group, Inc.
3500 South DuPont Hwy.,
Dover, Delaware 19901
Attention: Srinivas Mandyam
Email: [REDACTED]

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

Morris James LLP
500 Delaware Ave, Suite 1500
Wilmington, Delaware 19801
Attention: Vincent J. Cannizzaro
Brya M. Keilson
Email: vcannizzaro@morrisjames.com
bkeilson@morrisjames.com

Section 11.03. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” will be deemed to be followed by the words “without limitation”, whether or not such words are actually included; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; provided that, for the purposes of the representations and warranties set forth in this Agreement, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code or Tax Code section or Law, the reference to such Bankruptcy Code or Tax Code section or Law means such Bankruptcy Code or Tax Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The words “to the extent” shall mean “the degree by which” and not simply “if.” When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, such period will end on the next succeeding Business Day.

Section 11.04. Disclosure Schedules. Each representation, warranty and covenant set forth herein shall have independent significance. Any item or matter disclosed on a particular section of the Disclosure Schedules shall be deemed to have been disclosed for purposes of any

other section of this Agreement, to the extent reasonably apparent that such information applies to such other section of this Agreement.

Section 11.05. Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

Section 11.06. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 11.07. Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 11.08. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of Buyer and, subject to the terms of the Bidding Procedures Order and the entry and terms of the Sale Order, Seller and their respective successors and permitted assigns. Neither party may assign this Agreement or its rights hereunder or delegate its obligations hereunder without the prior written consent of the other Party. If at any time the Trustee resigns or is replaced or any successor to the Trustee (including the Litigation Trustee) is appointed, then any references to the Trustee or the Seller in this Agreement and in any of the other Transaction Documents shall be deemed to be references to such successor to the Trustee, effective from and after the earlier of the date the Trustee resigns, is replaced or such successor is appointed. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that any covenants, agreements or other obligations of the Seller, Estate or Epic under this Agreement or the other Transaction Documents that contemplate actions by or impose obligations on the Seller, Estate or Epic following the Closing, shall not prevent, preclude, or delay (i) the liquidation and winding up of the Estate or the confirmation or effectiveness of any plan of reorganization of the Estate under the Bankruptcy Code or (ii) the resignation, removal or replacement of the Trustee.

Section 11.09. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than, for purposes of Section 11.10, the Non-Recourse Persons.

Section 11.10. Non-Recourse. This Agreement may be enforced against, and any legal suit, Action or proceeding arising out of or based upon this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby (“**Agreement Dispute**”) may be brought against only Buyer and the Estate and any of their respective successors or assigns (each of the foregoing, a “**Recourse Party**”) and not any other Persons. No person who is not a Recourse Party including (i) any past, present, or future, director, officer, employee, incorporator, member, partner, manager, unitholder, stockholder, Affiliate, agent, attorney or other Representative of, and any financial advisor or lender to, any Party, or (ii) any director, officer, employee, incorporator, member, partner, manager, unitholder, stockholder, Affiliate, agent or attorney or other Representative of, and any financial advisor or lender to, any of the foregoing, or (iii) the Trustee (each, a “**Non-Recourse Person**”) will have any Liability (whether in contract, tort, equity, or otherwise) for any of the representations, warranties, covenants, agreements, or other obligations or Liabilities of any of the parties to this Agreement, any other Transaction Document, or any other Liabilities for any Agreement Dispute and in no event shall any Non-Recourse Person have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions or omissions (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any Recourse Party. The Non-Recourse Persons are intended third party beneficiaries of this Section 11.10 and shall be entitled to enforce this Section 11.10 as if a party directly hereto.

Section 11.11. Amendment and Modification; Waiver. This Agreement shall only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 11.12. Buyer Acknowledgement; Disclaimer of Representations and Warranties.

(a) BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE IV, NEITHER SELLER, NOR THE ESTATE, NEURON FUEL OR ANY OTHER PERSON HAS MADE OR IS MAKING ANY, AND BUYER IS NOT RELYING ON, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER (INCLUDING BY OMISSION), EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF THE BUSINESS OR ANY OF THE ACQUIRED ASSETS OR THE ASSUMED LIABILITIES OR OTHERWISE, OR WITH RESPECT TO ANY INFORMATION PROVIDED TO THE BUYER AND/OR ITS REPRESENTATIVES, INCLUDING WITH RESPECT TO ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, ENVIRONMENTAL CONDITION, TITLE OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES (INCLUDING BY OMISSION) ARE EXPRESSLY DISCLAIMED. EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH

IN ARTICLE IV, THE BUYER IS PURCHASING THE ACQUIRED ASSETS ON AN “AS-IS, WHERE-IS”, “WITH ALL FAULTS” BASIS. FURTHERMORE, BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT THE ASSIGNMENT AND ASSUMPTION OF THE ASSIGNED CONTRACTS FORMING PART OF THE ACQUIRED ASSETS WILL BE CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT NOTWITHSTANDING ANY AND ALL OUTSTANDING DEFAULTS AND OTHER CLAIMS FOR FAILURES TO COMPLY WITH THE PROVISIONS OF SUCH CONTRACTS, CERTAIN OF WHICH DEFAULTS OR CLAIMS MAY NOT BE SUBJECT TO CURE OR WAIVER.

(b) Without limiting the generality of the foregoing, in connection with the investigation by the Buyer, Buyer and its Affiliates, and the advisors and Representatives of each of the foregoing, have received or may receive, from or on behalf of Seller, the Estate or its Affiliates or Representatives, certain projections, forward-looking statements and other forecasts (whether in written, electronic, or oral form, and including in the virtual data room set up for this transaction) (collectively, “**Projections**”). Buyer acknowledges and agrees, on its own behalf and on behalf of its Affiliates, that (i) such Projections are being provided solely for the convenience of Buyer to facilitate its own independent investigation of Neuron Fuel and the Estate, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Buyer is familiar with such uncertainties, and (iv) Buyer is taking full responsibility for making their own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections). Buyer acknowledges and agrees, on its own behalf and on behalf of its Affiliates, that it will not assert, institute, or maintain, and will cause its Affiliates not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in Section 11.12.

Section 11.13. Governing Law; Submission to Jurisdiction; Waiver of Jury

Trial

(a) This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) except to the extent the law of the State of Delaware is superseded by the Bankruptcy Code.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN THE BANKRUPTCY COURT AND, TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE OR DOES NOT ACCEPT JURISDICTION TO ADJUDICATE SUCH MATTER MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN NEW CASTLE COUNTY, STATE OF DELAWARE. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY’S ADDRESS SET FORTH HEREIN WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES

IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 11.13(c).

Section 11.14. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement or any Transaction Document delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement or any Transaction Document.

Section 11.15. Specific Performance. Irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the parties to this Agreement fails to take any action required of it under this Agreement. It is accordingly agreed that (a) the parties to this Agreement will be entitled to an injunction or injunctions, specific performance, or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the courts described in Section 11.13 without proof of damages or otherwise, this being in addition to any other remedy to which the parties to this Agreement are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Seller nor Buyer would have entered into this Agreement. Any party to this Agreement pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 11.15 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Seller pursuant to this Section 11.15 will be in addition to any other remedy to which it is entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit Seller from seeking to collect or collecting damages. If, prior to the End Date, any party to

this Agreement brings any Action, in each case in accordance with Section 11.13, to enforce specifically the performance of the terms and provisions of this Agreement by any other party to this Agreement, the End Date will automatically be extended (i) for the period during which such Action is pending, plus ten Business Days or (ii) by such other time period established by the court presiding over such Action, as the case may be. In no event will this Section 11.15 be used, alone or together with any other provision of this Agreement, to require Seller to remedy any breach of any representation or warranty made by Seller.


Section 11.16. No Right of Set-Off. Buyer, on its own behalf and on behalf its Affiliates and its and their Representatives and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that Buyer, any such other Person or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Buyer pursuant to this Agreement or any other document or instrument delivered by Buyer in connection herewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

BUYER


Future Minds Group, Inc.

Signed by:
By:  _____
F1EB0041CAC340E...
Name: Srinivas Mandyam
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

SELLER

CHAPTER 11 TRUSTEE CLAUDIA Z.
SPRINGER, ON BEHALF OF NEURON FUEL,
INC., AND THE ESTATE OF NEURON FUEL,
INC.

By: 

Claudia Z. Springer, not in her individual capacity
but solely in her capacity as Chapter 11 Trustee of
Neuron Fuel, Inc., on behalf of the Estate of Debtor
Neuron Fuel, Inc.

Exhibit A

Form of Bill of Sale and Assignment and Assumption Agreement

See Attached

CONFIDENTIAL

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Bill of Sale”) is effective as of [____], 2025 by and between Future Minds Group, Inc., a Delaware corporation (“Buyer”), on the one hand, and Claudia Z. Springer, not in her individual capacity but solely in her capacity as Chapter 11 Trustee of Neuron Fuel, Inc., on behalf of the Estate of Neuron Fuel, Inc. (“Seller”), on the other hand, pursuant to that certain Asset Purchase Agreement by and between Buyer and Seller, dated as of May 6, 2025 (as amended, modified or supplemented in accordance with its terms, the “Purchase Agreement”).

FOR GOOD AND VALUABLE CONSIDERATION as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing on the date hereof, Seller, on behalf of the Estate, hereby sells, assigns, transfers, conveys and delivers to Buyer all of the Estate’s right, title and interest in, to, and under the Acquired Assets, and hereby assigns all of the Assumed Liabilities to Buyer. Buyer hereby purchases from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of the Estate’s right, title and interest in, to, and under such Acquired Assets and hereby assumes, and agrees to pay, perform and discharge when due such Assumed Liabilities.

All capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Purchase Agreement.

This Bill of Sale is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including the representations, warranties and covenants and limitations thereof set forth in the Purchase Agreement), all of which are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

This Bill of Sale will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) except to the extent the law of the State of Delaware is superseded by the Bankruptcy Code.

This Bill of Sale may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

* * * * *

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be executed as of the date first written above.

SELLER

CHAPTER 11 TRUSTEE CLAUDIA Z.
SPRINGER, ON BEHALF OF NEURON FUEL,
INC. AND THE ESTATE OF NEURON FUEL,
INC.

By: _____
Claudia Z. Springer, not in her individual capacity
but solely in her capacity as Chapter 11 Trustee of
Neuron Fuel, Inc., on behalf of the Estate of Neuron
Fuel, Inc.

BUYER

FUTURE MINDS GROUP, INC.,
a Delaware corporation

By: _____

Name:

Title:

Exhibit B

Form of Intellectual Property Assignment Agreements

See Attached

CONFIDENTIAL**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “IP Assignment”), dated as of [____], 2025, is made by and between Claudia Z. Springer, not in her individual capacity but solely in her capacity as Chapter 11 Trustee of Neuron Fuel, Inc., on behalf of the Estate of Debtor Neuron Fuel, Inc. (the “Assignor”) and Future Minds Group, Inc., a Delaware corporation (the “Assignee”). All capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Agreement (defined herein below).

WHEREAS, this IP Assignment is being entered into pursuant to that certain Asset Purchase Agreement, dated as of May 6, 2025, by and between the Assignor and the Assignee (as the same may be amended from time to time in accordance with its terms, the “Agreement”);

WHEREAS, pursuant to the Agreement, the Assignor and the Assignee have agreed to enter into this IP Assignment, pursuant to which Assignor has agreed to, on behalf of the Estate, sell, assign, transfer, convey and deliver to the Assignee all of the Estate’s right, title and interest in, to, and under the Assigned Intellectual Property Assets (as defined in the Agreement); and

WHEREAS, the Estate owns all of the Assigned Intellectual Property Assets identified on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing on the date hereof, pursuant to the terms and subject to the conditions set forth in the Agreement, the parties agree as follows:

1. The Assignor hereby, on behalf of the Estate, sells, assigns, transfers, conveys and delivers to the Assignee all of the Estate’s right, title and interest in, to, and under the Assigned Intellectual Property Assets, including the Intellectual Property Registrations listed on Schedule A attached hereto (which is incorporated into and made a part of this IP Assignment), together with (a) the goodwill of the Business connected with the use of such Assigned Intellectual Property Assets and symbolized thereby, and (b) all rights thereunder, and all remedies and rights therein under the Laws of all jurisdictions, including without limitation, all of the rights Assignor possesses to (i) apply for, prosecute and maintain all registrations, renewals, and/or extensions thereof, bring actions to recover for damages for past, present and future infringement or other violation thereof, and (ii) grant licenses or other interest therein. The Assignee hereby accepts such assignment in the scope as set out herein.
2. The Assignor shall provide the Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at the Assignee’s expense as are necessary to perfect or register the rights assigned herein.
3. The Assignee may record this IP Assignment with the United States Patent and Trademark Office (“USPTO”) and with comparable offices in other jurisdictions throughout the world. All costs associated with any such recordations shall be paid by the Assignee. The Assignor hereby authorizes and requests that the USPTO, and any official of any other country

whose duty is to record documents evidencing ownership of Intellectual Property, to record Assignee as owner of the Assigned Intellectual Property Assets assigned to Assignee pursuant to this IP Assignment.

4. Nothing in this IP Assignment shall be construed to obligate the Assignor to maintain, support, upgrade, repair or otherwise improve any of the Assigned Intellectual Property Assets. The Assignee and its successors and assigns shall have no right to receive any of the foregoing services from the Assignor except as may be set forth in a definitive agreement between them providing for the same.
5. This IP Assignment is subject to all of the terms, conditions and limitations set forth in the Agreement. This IP Assignment and the other Transaction Documents collectively constitute the entire agreement among the parties hereto and supersede any prior and contemporaneous understandings, agreements, representations or warranties by or among the parties, written or oral, that may have related in any way to the subject matter hereof. In the event of any inconsistency between the terms and conditions of this IP Assignment and those in any of the other Transaction Documents, the terms and conditions of the Agreement will control. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Agreement.
6. THIS IP ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) EXCEPT TO THE EXTENT THE LAW OF THE STATE OF DELAWARE IS SUPERSEDED BY THE BANKRUPTCY CODE (AS DEFINED IN THE AGREEMENT).
7. This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment of Intellectual Property as of the date first written above.

ASSIGNOR

CHAPTER 11 TRUSTEE CLAUDIA Z. SPRINGER, ON
BEHALF OF NEURON FUEL, INC. AND THE ESTATE
OF NEURON FUEL, INC.

By: _____

Claudia Z. Springer, not in her individual capacity but
solely in her capacity as Chapter 11 Trustee of Neuron
Fuel, Inc., on behalf of the Estate of Debtor Neuron Fuel,
Inc.

ASSIGNEE

FUTURE MINDS GROUP, INC.

By: _____
Name: _____
Title: _____

SCHEDULE A**Patents**

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Dockete d?	Assignm ent Reorde d?
Neuron Fuel, Inc.	SYSTE MS AND METHO DS FOR PROGR AMMIN G INSTR UCTIO NS	16/910,4 30	6/24/202 0	11,127,3 11	09/21/20 21	61/738,7 99 13/837,7 19 15/457,5 36	Patented Case	09/21/20 21	169969	Yes	Yes
	SYSTE MS AND METHO DS FOR CUSTO MIZED LESSO N CREAT ION AND	14/180,2 53	2/13/201 4	10,510,2 64	12/17/20 19	61/804,0 69 children 16/663,1 48	Patented Case	11/26/20 19	169969	Yes	Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	APPLICATION										
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR CUSTOMIZED LESSON CREATION AND APPLICATION	16/663,148	10/24/2019	11,158,202	10/26/2021	14/180,253 61/804,069	Patented Case	10/13/2021	169969	Yes	Yes
Neuron Fuel, Inc.	PROGRAMMING CENTER	13/715,417	12/14/2012	9,595,202	03/14/2017	children 15/457,540	Patented Case	02/22/2017	169969	Yes	Yes
Neuron Fuel, Inc.	INTEGRATED DEVELOPMENT	14/503,058	9/30/2014	10,276,061	04/30/2019	children 16/382,078	Patented Case	04/10/2019	169969	Yes	Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	OPMENT ENVIRONMENT FOR VISUAL AND TEXT CODING										
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR GOAL BASED PROGRAMMING INSTRUNCTION	13/837,719	3/15/2013	9,595,205	03/14/2017	61/738,799 children 15/457,536 16/910,430	Patented Case	02/22/2017	169969	Yes	Yes
Neuron Fuel, Inc.	SYSTEMS AND METHODS	15/457,536	3/13/2017	10,726,739	07/28/2020	13/837,719 61/738,7	Patented Case	07/09/2020	169969	Yes	Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	DS FOR GOAL-BASED PROGRAMMING INSTRUCTION					99 children 16/910,430					
Neuron Fuel, Inc.	COLLABORATIVE LEARNING SYSTEM	17/366,995	7/02/2021	11,699,357	7/11/2023						Yes
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR CUSTOMIZED LESSON CREATION	17/479,611	9/20/2021	11,645,934	5/09/2023						Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	AND APPLICATION										
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR PROGRAMMING INSTRUCTION	17/400,253	8/12/2021	None	None						Yes
Neuron Fuel, Inc.	INTEGRATED DEVELOPMENT ENVIRONMENT FOR VISUAL AND TEXT	16/382,078	4/11/2019	None	None						Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	CODING										
Neuron Fuel, Inc.	PROGRAMMING CENTER	15/457,540	3/13/2017	None	None						Yes
Neuron Fuel, Inc.	COLLABORATIVE LEARNING SYSTEM	18/198,015	5/16/2023	None	None						

Trademarks

Grantor	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Neuron Fuel, Inc.	"TYNKER"	88927263	05/21/2020	7014950	4/4/2023

Neuron Fuel, Inc.	STYLIZED WORD “TYNKER”	88927279	05/21/2020	7014951	4/4/2023
Neuron Fuel, Inc.	“NEURON FUEL”	90295303	11/03/2020	6445704	08/10/2021

Exhibit C

Form of Sale Order

See Attached

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

In re:

EPIC! CREATIONS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11161 (BLS)

(Jointly Administered)

Related to D.I. 433, 474, [•]

**ORDER (I) APPROVING THE SALE OF NEURON FUEL, INC.'S
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 upon consideration of the *Motion for Entry of Order (I) Approving Bid Procedures in Connection with the Sale of All or Substantially All of the Debtors' Assets, (II) Scheduling Bid Deadlines and Auctions, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of Contracts and Leases, and (V) Granting Related Relief* [D.I. 433] (the "Sale Motion"),² filed by Chapter 11 Trustee Claudia Z. Springer, on behalf of the estate of Neuron Fuel, Inc. ("Neuron Fuel" or the "Debtor") in the above-captioned chapter 11 cases, (the "Trustee"); and the Court having previously entered (i) the *Order (I) Approving Bid Procedures in Connection with the Sale of All or Substantially All of the Debtors' Assets, (II) Scheduling Bid Deadlines and Auctions, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of Contracts and Leases, and (V) Granting Related Relief, as amended*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Epic! Creations, Inc. (9113); Neuron Fuel, Inc. (8758); and Tangible Play, Inc. (9331).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the APA, the Sale Motion, the Bidding Procedures, or in the Bankruptcy Code, as applicable and in the order of priority listed.

[D.I. 474] (the “Bidding Procedures Order”); the Trustee having held an auction; Tynker Holdings, LLC (the “Buyer”) having submitted the highest and best bid for the Acquired Assets (as defined in the APA (as defined below)), as reflected in that certain Asset Purchase Agreement, dated as of May 6, 2025, by and among the Buyer and the Seller (as amended or otherwise modified from time to time in accordance with its terms, the “APA”), a copy of which is attached hereto as **Exhibit 1**; and the Court having entered the Bidding Procedures Order on certification of counsel on January 28, 2025, prior to 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 APA; (iii) the Bidding Procedures; (iv) the Bidding Procedures Order; (v) the Notice of Successful Bidder; (vi) the *Declaration of Claudia Z. Springer in Support of the Sale of the Neuron Fuel Assets* [D.I. •]; (vii) all objections filed with the Court, including those at D.I. 582 and 583 (each, an “Objection” and, collectively with any informal objections received by the Trustee, the “Objections”); and (viii) 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 Debtor, its estate and its creditors, and the Trustee having demonstrated good, sufficient and sound business justifications for the relief granted herein;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings of Fact and Conclusions of Law. The findings of fact 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.

B. Jurisdiction and Venue. This Court has jurisdiction to consider the Sale Motion and the relief requested therein pursuant to 28 U.S.C. § 1334(b) because this matter arises in and arises under the Bankruptcy Code 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)(A), (N), and (O) and the Court has the constitutional authority to enter a judgment on the Sale Motion. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rules 7054 and 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and authorizes the consummation of the Sale (as defined below) and the Transactions without regard to any stay or delay in its implementation.

D. 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”).

E. Notice and Opportunity to Be Heard. As evidenced by the affidavits of service filed with the Court [D.I. 440, 490, 500, [•]] the Trustee has provided proper, timely, adequate and sufficient notice of, and a fair and reasonable opportunity to object and be heard with respect to, (i) the Sale Motion, (ii) the Bidding Procedures Order, (iii) the sale of the Acquired Assets pursuant

to the APA (the “Sale”) free and clear of any Interests (as defined below) (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) within the meaning of section 363(f) of the Bankruptcy Code, (iv) the *Notice of Successful Bidder* [D.I. [•]], (v) (A) the *Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I. 510], (B) the *Second Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I. 560] and (C) the *Third Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I.619] (together, the “Assumption Notices”), and (vi) the assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to the Buyer effective as of the Closing (as defined in the APA) pursuant to this Order and the terms of the APA (each, an “Assigned Contract” and 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 Assignment 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 amount; and no other or further notice of any of the foregoing is required. The Assumption Notices expressly provided notice to each counterparty that if the counterparty failed to object by the applicable deadline for doing so that such counterparty would

be “forever barred and estopped from objecting to the cure amount, the assumption and assignment of that counterparty’s executory contract or unexpired lease (including the adequate assurance of future performance), the relief requested in the Sale Motion, whether applicable law excuses such counterparty from accepting performance by, or rendering performance to, the [Buyer], as applicable, for purposes of section 365(c)(1) of the Bankruptcy Code and from asserting any additional cure or other amounts (other than amounts that accrue after the date of the Applicable Assignment Notice) against the Trustee and the [Buyer], as applicable, with respect to such party’s executory contract or unexpired lease.” With respect to parties in interest whose identities could not be reasonably ascertained by the Trustee, the Sale Notice published in the national edition of the *Wall Street Journal* on February 5, 2025 [D.I. 518], was sufficient and reasonably calculated to provide notice to such parties under the circumstances. The Trustee also published the Sale Motion, Bidding Procedures Order, the Bidding Procedures, the APA, the Sale Notice, the Assumption Notices, and certain other documents relevant to the Sale on the claims and noticing agent’s website for these chapter 11 cases.

F. Sound Business Purpose. The Trustee has demonstrated good, sufficient, and sound business purposes and justifications for approval of the Sale Motion. The approval of and entry into the Sale, the APA and any ancillary agreements thereto (i) are a result of due deliberation by the Trustee and constitute a sound and reasonable exercise of the Trustee’s business judgment and a proper exercise of the fiduciary duties of the Trustee; (ii) provide value and are beneficial to the Debtor’s estate, and are in the best interests of the Debtor, its estate and its stakeholders; and (iii) are reasonable and appropriate under the circumstances. Business justifications for entry into the Sale and the APA include, without limitation, the following: (i) the APA constitutes the highest and best offer received for the Acquired Assets; (ii) the APA presents the best opportunity to maximize

the value of the Acquired 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 APA, could materially diminish creditor recoveries; and (iv) the immediate consummation of the Sale is necessary to maximize the value of the Debtor's estate.

G. Compliance with Bidding Procedures. The Trustee conducted an open, extensive, and fair Sale Process. The Bidding Procedures were reasonable and fair to all persons and established in good faith. 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 Acquired Assets. The Trustee, the Buyer and their respective counsel and other advisors have complied, in good faith, with all of the provisions of the Bankruptcy Code, the Bidding Procedures and the Bidding Procedures Order.

H. Highest or Best Value and No Fraudulent Transfer. The Trustee determined, in a valid and sound exercise of her reasonable business judgment, in a manner consistent with her fiduciary duties and after a robust and extensive marketing process, that the Buyer's Qualified Bid, as documented in the APA, was the highest or otherwise best Qualified Bid for the Acquired Assets. Consummating the Sale will yield greater value to the Debtor's estate than would have been provided by any other available alternative transaction. The Bidding Procedures have been complied with in all respects by the Trustee and the Buyer and afforded a full, fair, and reasonable opportunity for any individual or entity to make a higher or otherwise better offer for the Acquired Assets. No other Person has offered to purchase the Acquired Assets for greater economic value to the Debtor's estate than the Buyer.

I. Fair Consideration. The consideration the Buyer will pay under the APA constitutes (i) fair and reasonable consideration for the Acquired Assets; and (ii) reasonably equivalent value

and fair, adequate, and sufficient 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, or any other applicable law.

J. Free and Clear Sale. The Seller may sell the Acquired Assets free and clear of all Interests (as defined below) (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the 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 Acquired 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 (1) or more of the other subsections of section 363(f) and, therefore, are adequately protected by having their Interests in, on, or to the Acquired 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 Debtor and its estate. 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 Acquired Assets to the Buyer free and clear of their respective Interests in, on, or to the Acquired Assets pursuant to section 363(f)(2) of the Bankruptcy Code.

K. Buyer's Reliance on Free and Clear Sale. The Buyer would not have entered into the APA and would not consummate the Sale or the other transactions contemplated thereby if the sale of the Acquired Assets were not free and clear of all Interests (other than any Permitted

Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order), or if the Buyer, its affiliates, its past, present or contemplated, directors, officers, employees, shareholders, equityholders, representatives, agents, or the Acquired Assets would, or in the future could, have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, for any such Interests. A sale of the Acquired Assets other than one free and clear of all Interests would adversely impact the Debtor, its estate and its creditors, and would yield substantially less value for the Acquired Assets and the Debtor's estate, with less certainty than provided by the Sale. The total consideration to be provided under the 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 Acquired Assets free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order), including, without limitation, any potential Interests arising under doctrines of derivative, vicarious, transferee or successor liability. Those holders of the Interests who did not object (or who ultimately withdrew their objections, if any) to the Sale or the Sale Motion are deemed to have consented to the Sale and the Sale Motion pursuant to section 363(f)(2) of the Bankruptcy Code.

L. "Interests." As used in this Order, the term "Interest" includes, in each case to the extent against or with respect to the Debtor or in, on, or against or with respect to any of the Acquired Assets: Encumbrances (as defined in the APA), claims (as defined in section 101(5) of the Bankruptcy Code), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, liens, 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 Debtor 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 Debtor's, the Trustee's, or the Buyer's interest in the Acquired 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 Debtor or any multiemployer plan to which the Debtor has 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 Debtor or any of its 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 governmental unit’s 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 business of the Debtor prior to the Closing; (x) any unexpired and executory or non-executory contract or unexpired lease to which the Debtor is a party that is not an Assigned Contract; (xi) any other Excluded Liabilities (as defined in the APA); (xii) Interests arising under or in connection with any acts, or failures to act, of the Debtor or any of the Debtor’s predecessors or affiliates, 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; and (xi) rights, interests, or claims to any of the Acquired Assets asserted by any party that has misappropriated assets of the Debtor.

M. No Successor or Other Derivative Liability. By consummating the Sale pursuant to the APA, the Buyer is not a mere continuation of, nor does the Buyer have a common identity of interests with, the Debtor, the Debtor's estate, the Trustee, or any enterprise(s) of the Debtor. The Buyer is not holding itself out as a continuation of the Debtor. The Buyer is not a successor to the Debtor, the Debtor's estate, or the Trustee 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 Debtor or the Debtor's estate. The Buyer has not assumed or and shall not be held liable in any way for any obligation or Liability (as defined in the APA) of the Debtor (or any affiliate or predecessor of the Debtor) or the Debtor's estate (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order). The sale and transfer of the Acquired Assets to the Buyer, including the assumption by the Seller and assignment, transfer and/or sale to the Buyer of any of the Assigned Contracts, will not subject the Buyer to any Liability with respect to the operation of the Debtor's (or Debtor's predecessors') business prior to the Closing or by reason of such transfer. Without limiting the generality of the foregoing, and except as otherwise provided in the APA, the parties intend and the Court hereby finds that the Buyer shall not be liable for any Encumbrance or Liability (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) against the Debtor, its estate, or any of its predecessors or affiliates; and the

Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date (as defined in the APA), whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business (as defined in the APA), the Acquired Assets or any Liabilities of the Debtor or its estate 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.

N. Good Faith; No Collusion. The Trustee, the Buyer and their respective counsel and other advisors have negotiated and entered into the APA and each of the transactions contemplated thereby in good faith, without collusion and from arm’s-length bargaining positions. The Trustee and the Buyer were each represented by separate and independent advisors throughout the negotiation of the APA. 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 APA was not controlled by an agreement between potential bidders within the meaning of section 363(n) of the Bankruptcy Code. The Trustee was free to deal with any other party interested in acquiring all or some of the Acquired Assets. Neither the Trustee nor the Buyer have engaged in any conduct that would cause or permit the Sale, the 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 section 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 Trustee under the APA in connection with the Sale have been disclosed and are appropriate. The Buyer has fully disclosed

all of its connections with the Debtor or the Trustee. The APA was not entered into, and the Sale is not being consummated, fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims, or 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 Trustee nor the Buyer have entered into the APA or are consummating the Sale with any fraudulent or otherwise improper purpose. The protections afforded by section 363(m) are integral to the Sale, and the Buyer would not consummate the Sale without such protections.

O. Insider Status. The Buyer, nor any of its affiliates, officers, directors, managers, shareholders, members, or any of its respective successors or assigns is an “insider” of the Debtor, as that term is defined in section 101(31) of the Bankruptcy Code. No common identity of directors, managers, controlling shareholders, or members exists between the Seller and the Buyer.

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 Debtor and its estate and represent the valid and reasonable exercise of the Trustee’s sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts (i) are necessary to sell the Acquired Assets to the Buyer as contemplated by the APA, (ii) allow the Seller to sell the Acquired 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 Debtor by eliminating claims against the Debtor’s estate that would arise from the Trustee’s 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) an objection to the Seller’s assumption and assignment of such Assigned Contract, or

to the applicable cure amounts, as of the date specified in the Bidding Procedures Order (as such date may have been modified or extended in accordance with the terms of the Bidding Procedures Order) is deemed to have consented to the assumption and assignment of the Assigned Contract, and to the applicable cure amounts, if any, associated with the Assigned Contracts as set forth in Exhibit 2 hereto (the “Cure Claims”).

Q. Compliance with Section 365 of the Bankruptcy Code. The Seller has met all requirements of section 365(b) of the Bankruptcy Code with respect to the assumption and assignment of each of the Assigned Contracts, and each Assigned Contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code. Each counterparty to an Assigned Contract has consented to, or is deemed to have consented to, the assignment of the Assigned Contract to the Buyer notwithstanding whether any applicable law would excuse such counterparty from accepting performance or rendering performance to the Buyer. The Seller has provided, or will provide, 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. Procedures with respect to Assigned Contracts. The procedures set forth in the APA with respect to Assigned Contracts are reasonable and 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, 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 Estate. The Acquired Assets constitute property of the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code and title thereto is vested in the Debtor's estate. The Seller has the right and power to transfer good title to the Acquired Assets to the Buyer.

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. Except as set forth herein or in the APA, subject to section 363(f) of the Bankruptcy Code, effective of the Closing (even if the assumption and assignment occurs after the Closing pursuant to the terms of the APA), the sale and assignment of the Acquired Assets and the Assigned Contracts to the Buyer will be a legal, valid and effective transfer of the Acquired Assets and the Assigned Contracts, and will vest the Buyer with all right, title and interest of the Debtor and its estate in and to the Acquired Assets and the Assigned Contracts free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order). The Trustee further represents that, aside from any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order, the Sellers are the sole and lawful owners of and have clear and marketable title to the Acquired Assets. The Trustee has full power and authority to execute the APA (and all other documents contemplated thereby) and to consummate the Sale. The Trustee is hereby authorized to execute the APA and all other documents contemplated thereby, and to enter into the Sale. Upon entry of this Order, no

consent or approval from any other person, entity or legal authority is required to consummate the Sale.

U. No Sub Rosa Plan. Neither the Sale nor the APA impermissibly restructures or modifies the rights of any of the Debtor's creditors or impermissibly dictates the terms of a chapter 11 plan. Neither the Sale nor the APA constitutes a *sub rosa* or *de facto* plan of reorganization or liquidation.

V. No Stay of Order. Time is of the essence to implement the APA and consummate the Sale. The Sale must be approved and consummated promptly in order to preserve the value of the Acquired Assets and to maximize the value to the Debtor, its estate, its creditors and all other parties in interest and to ensure the Trustee's compliance with the Trustee's obligations under the post-petition financing agreements. The Trustee has demonstrated compelling circumstances and sound business justifications for the immediate approval and consummation of the Sale as contemplated by the 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.

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

X. Back-up Bidder. Future Minds Group, Inc. (the "Back-up Bidder") having submitted the second highest bid at the auction is the designated Back-up Bidder. In the event the Buyer does not consummate the transactions set forth in the APA, the Trustee is authorized to close

the transactions set forth in that certain Asset Purchase Agreement, dated as of May 6, 2025, by and among the Back-up Bidder and the Seller (as amended or otherwise modified from time to time in accordance with its terms, the “Back-up APA”), attached hereto as Exhibit 3. In such event every reference in this Order to the Buyer or the APA shall be to the Back-up Bidder and the Back-up APA.

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 or otherwise) are GRANTED and approved as set forth herein.
2. Objections Overruled. Any Objections to the Sale Motion or the relief requested therein, the Assumption Notices or the amount of the Cure Claims set forth therein, the identity of the Buyer, the conduct of the Auction, or to any other aspect of the Sale or the transactions contemplated thereby 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 APA and all transactions contemplated thereby, including the Sale, are APPROVED. The Seller has the right and power to transfer good title to the Acquired Assets to the Buyer. This Sale Order shall be binding in all respects upon the Debtor, its estate, all creditors of and holders of equity interests in the Debtor, any holders of Encumbrances in, against or on all or any portion of the Acquired Assets (whether known or unknown), the Buyer, all successors and assigns of the Buyer, the Acquired Assets, and the Trustee. This Sale Order shall

inure to the benefit of the Debtor, its estate and creditors, the Buyer and the respective successors and assigns of each of the foregoing.

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 in this Order and the Court's oral findings of fact and conclusions of law made by the Court during the Sale Hearing are incorporated herein by reference.

5. Trustee's Performance Authorized. The Trustee is hereby authorized to enter into and perform the Seller's obligations under the APA, and to take such other actions as may be necessary or desirable to effectuate the terms of the 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 APA, the Sale, or this Order, including, without limitation, deeds, assignments, bills of sale, transfers of membership interests and any other instruments of transfer, without further order of the Court. The Trustee is hereby further authorized, but not directed, 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 Acquired Assets and the Assigned Contracts, as may be necessary or appropriate for the Trustee to perform the Seller's obligations under the APA and consummate the Sale, including, without limitation, providing transition services, without further order of the Court.

6. The Trustee is hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents with respect to the Acquired Assets that are necessary or appropriate to effectuate the 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 the Trustee may determine are necessary or appropriate.

7. Valid Transfer and Assignment. Effective as of the Closing Date, the sale and assignment of the Assigned Contracts and the Acquired Assets by the Seller to the Buyer shall constitute a legal, valid and effective transfer and assignment of the Assigned Contracts and the Acquired Assets, notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title and interest of the Debtor and its estate in and to the Assigned Contracts and the Acquired Assets, free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order), pursuant to section 363(f) of the Bankruptcy Code.

8. Free and Clear Sale. Except to the extent specifically provided in the APA, upon the Closing Date, the Seller shall be, and hereby is, 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 Acquired Assets. The sale and transfer of the Acquired Assets to the Buyer shall vest the Buyer with all right, title and interest of the Debtor and its estate in and to the Acquired Assets free and clear of any and all Interests of any person or entity (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the 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 Debtor or its estate. Following the Closing, no holder of any Interest in or on any of the Acquired Assets, including, without limitation, (x) Voizzit

Technology Private, Ltd., Voizzit Information Technology LLC, and each of their respective directors, officers, employees, managers, principals, and direct or indirect equityholders, (y) Rajendran Vellapalath, Byju Ravindran, and Vinay Ravindran and (z) each of the affiliates, representatives, agents, and related Persons of any of the foregoing, shall interfere in any way with the Buyer's use or enjoyment of any of the Acquired Assets based on or related to such Interest, the Debtor or any actions that the Trustee has taken or may take in these chapter 11 cases and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale.

9. The provisions of this Order authorizing the sale and transfer of the Acquired Assets free and clear of Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) shall be self-executing, and neither the Trustee 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 Trustee 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 in, on, or to the Acquired Assets pursuant to the terms of this Order.

10. Direction to Creditors. This Order shall be (a) effective as a determination that, as of the Closing Date, all Interests in, on, or to the Acquired Assets (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) shall be unconditionally released, discharged and terminated as to the Buyer and the Acquired Assets; and (b) binding upon all persons and entities, including all the Debtor's

creditors, direct or indirect equity holders, affiliates, officers, directors, employees, agents, representatives and any holder of an Interest in, on, or to any of the Acquired Assets, and all such persons and entities are hereby authorized to execute such documents and take all other actions as may be reasonably necessary to release their respective Interests in, on, or to the Acquired 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 in, on, or to the Acquired Assets has not delivered to the Trustee 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 Acquired Assets, the Trustee 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 Acquired 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 Acquired 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 in, on, or to the Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every U.S. federal, state, and local government agency, department or office and may be deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every tribal or foreign government agency, department, or office.

11. 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 Acquired Assets or who may be required to report or insure any title or state of title in or to the Acquired 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 Acquired Assets free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) and (b) strike all recorded Interests in, on, or to the Acquired Assets from their records.

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

13. No Successor Liability. The Buyer is not and shall not be (a) deemed a “successor” in any respect to the Debtor or its estate as a result of the consummation of the Sale or any other event occurring in the Debtor’s chapter 11 case under any theory of law or equity; (b) deemed to have, *de facto* or otherwise, merged or consolidated with or into the Debtor or its estate; (c) deemed to be an alter ego of or have a common identity with the Debtor or its estate; (d) deemed to have a continuity of enterprise with the Debtor or its estate; (e) be liable for any acts or omissions of the Debtor or the Trustee in connection with the conduct of the Business, or arising under or related to the Acquired Assets, except as expressly provided in the APA; or (f) deemed to be a continuation or substantial continuation of the Debtor or its estate or any enterprise thereof, 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 Debtor's or its estate's liability under such law, doctrine, rule or regulation.

14. Except as expressly provided in the APA or this Order with respect to the Assumed Liabilities, the Buyer 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 the Debtor or its estate 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 the Debtor or its estate or against any related person or affiliate of the Debtor (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 APA and this Order and claims brought by the Trustee to enforce the express terms of the APA and this Order, the transfer of the Acquired Assets and the Assigned Contracts to the Buyer under the APA will not result in (a) the Buyer having any Liability or obligation for any claim made against the Debtor or its estate (or its respective affiliates, together with its 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 Acquired Assets; (b) the Buyer 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 Acquired Assets; or (c) the Buyer having any liability or obligation to the Debtor or its estate that did not previously exist.

15. Except with respect to the counterparties to specifically 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 the Buyer or its assets (including the Acquired Assets) with respect to any (a) Interest in the Acquired 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 Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

16. 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 Seller's assumption and assignment of the Assigned Contracts to the Buyer free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, or expressly permitted by, the APA or this Order) pursuant to the terms of the APA, as

modified by the terms of any amendments reached by the Buyer and the respective counterparty to any Assigned Contract, 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 Seller's 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 Debtor, its estate, 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 Seller's 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 Debtor and its estate 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 Seller's assumption and assignment of the Assigned Contracts to the Buyer shall not constitute a default under or a termination of any Assigned Contract.

17. Cure Claims. Any defaults or other obligations under the Assigned Contracts shall be deemed cured by the Seller's payment or other satisfaction of the Cure Claims, if any, as set forth in Exhibit 2 hereto. Pursuant to Bankruptcy Code section 365(k), the Seller and the Debtor shall have no liability for any breach of an Assigned Contract occurring after the assumption and assignment of the Assigned Contract to the Buyer.

18. Cure Objections. Except as provided herein, all objections to the Trustee's calculation of Cure Claims 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 Claims 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 Assigned Contract shall not prevent or delay the assumption or assignment of any other Assigned Contract or the Closing of the Sale.

19. 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 Seller's assumption and assignment of the Assigned Contracts to the Buyer have been satisfied.

20. 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 Debtor or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the Debtor; 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.

21. 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 Debtor or its estate as a result of the assumption and assignment of the Assigned Contracts.

22. Direction to Contract Counterparties. All counterparties to Assigned Contracts assigned to the Buyer in accordance with the terms of this Order and the 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 Seller's assumption and assignment of the Assigned Contracts to the Buyer; *provided, however*, that the foregoing shall not prejudice the rights of any counterparties to: (a) contracts subject to ongoing dispute or (b) any potential Assigned Contracts who receive a Supplemental Assignment Notice after entry of this Order to object in accordance with the procedures approved pursuant to the Bid Procedures Order.

23. Modification of Assigned Contracts List. The rights of the Buyer to modify the list of Assigned Contracts after the date of this Order and before the Closing as set forth in the APA or herein is approved.

24. Licenses and Permits. To the extent provided in the 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 Debtor or its estate

with respect to the Acquired 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 Acquired 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 Debtor or its estate 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 the Debtor or its estate 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).

25. 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 Acquired 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.

26. 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.

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

28. Transfer Taxes. Any Interests of any kind asserted under laws, rules, regulations or governmental or court orders imposing a stamp, transfer tax, or similar tax arising from the transfer

of the Acquired Assets to the Buyer shall be filed against the Debtor's estate and shall not be asserted against the Buyer. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all governmental units and Persons (as defined in the APA) are hereby enjoined from taking any action against the Buyer to recover any claim which such Person (as defined in the APA) or governmental unit has or may assert against the Debtor or its estate (as such claims exist immediately prior to the Closing) relating to a stamp, transfer tax, or similar tax arising from the transfer of the Acquired Assets to the Buyer.

29. 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.

30. Administrative Expense Claims. The Seller's obligations under the APA, and all amounts to be paid to the Buyer pursuant to the APA, shall be allowed administrative expenses pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code and be immediately payable if and when the obligations of the Debtor arise under the APA, without any further order of the Court.

31. Amendments. The 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 Debtor's estate.

32. Binding Order. This Order and the APA shall be binding upon and govern the acts of all persons and entities, including without limitation, the Trustee and the Buyer, their respective successors and permitted assigns, including, without limitation, any successor chapter 11 trustee hereinafter appointed for the Debtor's estate or any trustee appointed in a chapter 7 case of the Debtor if its chapter 11 case is converted to a case under chapter 7, all creditors of the Debtor or

its estate (whether known or unknown), all counterparties to any Assigned Contracts and all Recording Officers. Neither the Sale nor the APA shall be subject to rejection or avoidance under any circumstances. This Order and the APA shall inure to the benefit of the Trustee, the Debtor's estate, its creditors, the Buyer and its respective successors and assigns.

33. Failure to Specify Provisions; Conflicts. The failure specifically to include or mention any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Trustee and the Buyer that the 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.

34. 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 Acquired Assets and the Assigned Contracts.

35. 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 APA and to take any and all actions permitted or required under the APA in accordance with the terms and conditions thereof.

36. No Stay of Order. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 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 APA and Closing the Sale. In the absence of any Person obtaining a stay pending appeal, the Seller and the Buyer are free to close under the APA at any time, subject to the express terms of the APA.

37. Governing Terms. To the extent there is any inconsistency between the terms of this Order and the terms of the APA, or any prior order or pleading with respect to the Sale Motion, the terms of this Order shall govern.

38. Retention of Jurisdiction. This Court shall retain exclusive jurisdiction to (a) interpret, implement and enforce the terms and provisions of this Order and the 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 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 Acquired Assets and the Assigned Contracts.

39. The Trustee is authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

EXHIBIT 1

(Asset Purchase Agreement)

EXHIBIT 2

(Resolved Cure Claims)

DISCLOSURE SCHEDULES

TO

ASSET PURCHASE AGREEMENT

DATED AS OF MAY 6, 2025

BY AND BETWEEN

**CLAUDIA Z. SPRINGER, NOT IN HER INDIVIDUAL CAPACITY BUT SOLELY IN
HER CAPACITY AS THE CHAPTER 11 TRUSTEE OF NEURON FUEL, INC., ON
BEHALF OF THE ESTATE OF DEBTOR
NEURON FUEL, INC.,**

AND

FUTURE MINDS GROUP, INC.

This document is the Disclosure Schedules referred to in the Asset Purchase Agreement, dated as of May 6, 2025 (the “**Purchase Agreement**”) by and between Claudia Z. Springer, not in her individual capacity but solely in her capacity as the Chapter 11 Trustee of Neuron Fuel, Inc., a Delaware corporation, on behalf of the Estate of Debtor Neuron Fuel, Inc. (“**Seller**”), and Future Minds Group, Inc., a Delaware corporation (“**Buyer**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

These Disclosure Schedules are qualified in their entirety by reference to the provisions of the Purchase Agreement and nothing in these Disclosure Schedules (a) is intended to broaden the scope of any representation, warranty, covenant or agreement contained in the Purchase Agreement or (b) constitutes or shall be construed as constituting representations, warranties, covenants or agreements of the Seller or any other Person except as and to the extent expressly provided in the Purchase Agreement. The inclusion of any matter, information, item or other disclosure set forth in any section of these Disclosure Schedules shall, unless expressly stated, not be deemed to imply that any such matter is material to the business, operations or condition (financial or otherwise) of the Business or the Acquired Assets, taken in part or as a whole, has had or would reasonably be expected to have a Material Adverse Change, is required to be disclosed by Seller under the Purchase Agreement or falls within relevant minimum thresholds or materiality standards set forth in the Purchase Agreement, nor shall be construed as an admission or indication to any third party that any breach or violation exists or has actually occurred. The information contained in these Disclosure Schedules is disclosed solely for purposes of the Purchase Agreement.

These Disclosure Schedules shall be construed with and as an integral part of the Purchase Agreement to the same extent as if they were set forth verbatim therein. Any descriptions of Contracts or other instruments, reports, or other documents set forth in these Disclosure Schedules are summaries only and are qualified in their entirety by the specific terms of such Contracts, instruments, reports and documents, except to the extent that such terms have not been made available to Buyer. Where only brief particulars of a matter are set out or referred to in the Disclosure Schedules, or a reference is made only to a particular disclosed document or part of a disclosed document, full particulars of the matter and the full contents of the document are deemed to be disclosed so long as (in the case of disclosed documents) such documents were made available to Buyer. Furthermore, the references to any document shall be deemed to include any and all exhibits, annexes, schedules and other attachments to such document except to the extent that the same have not been made available to Buyer.

The headings and captions contained in these Disclosure Schedules are for reference purposes only, do not affect the meaning or interpretation of the Purchase Agreement or these Disclosure Schedules, and do not broaden or otherwise affect any of the provisions of the Purchase Agreement or these Disclosure Schedules. Matters reflected in these Disclosure Schedules are not necessarily limited to matters required by the Purchase Agreement to be reflected in these Disclosure Schedules. Such additional matters are set forth for informational purposes only and these Disclosure Schedules do not necessarily include other matters of a similar nature.

Each item disclosed in these Disclosure Schedules shall constitute an exception to or, as applicable, disclosure required pursuant to certain representations and warranties (or covenants, as applicable) as contained in the Purchase Agreement. The specific disclosures set forth in these Disclosure Schedules have been organized to correspond to section references in the Purchase Agreement to which the disclosure may be most likely to relate, together with appropriate cross references when disclosure may be applicable to other sections of the Purchase Agreement; provided, however, that any disclosure made in these Disclosure Schedules for the purposes of any one section of the Purchase Agreement shall be deemed made for the purposes of all other sections of the Purchase Agreement so long as the applicability of such disclosure to such other sections of the Purchase Agreement is reasonably apparent on the face of such disclosure.

The matters disclosed in these Disclosure Schedules: (i) are being disclosed in these Disclosure Schedules in accordance with the terms and subject to the conditions of the Confidentiality Agreement in all respects and (ii) shall be treated by Buyer strictly in accordance with the terms of the Confidentiality Agreement.

In disclosing the information contained in these Disclosure Schedules, Seller also expressly does not waive any attorney-client or other privileges associated with such information or any protection afforded by the work-product doctrine or any similar doctrine with respect to any of the matters disclosed therein.

Schedule 2.01(b)

Assigned Contracts

1. Master Services and Data Sharing Agreement for Educational Technology Products and Services - Renewal Agreement dated as of 07/01/2024 by and between Chicago Public Schools and Neuron Fuel Inc.
2. Data Confidentiality and Security Agreement for Online dated as of 09/06/2024 by and between Charlotte Mecklenberg Schools and Neuron Fuel Inc.
3. Tynker Junior Columbia 93 MO 11 State Agreement dated as of 03/04/2025 by and between The Education Cooperative (TEC) and Neuron Fuel Inc.
4. Service Providers and Public-School Units dated as of 02/13/2025 by and between Brewster Central School District and Neuron Fuel Inc.
5. Standard SDPA dated as of 05/10/2024 by and between Wilson County Schools and Neuron Fuel Inc.
6. Bill of Rights for Data Privacy and Security dated as of 08/06/2024 by and between Half Hollow Hills CSD and Neuron Fuel Inc.
7. DPA dated as of 07/03/2024 by and between Cayuga Onondoga BOCES and Neuron Fuel Inc.
8. Vendor Specific AR-NDPA-V1 (With Exhibit) dated as of 12/04/2023 by and between Sheridan School District and Neuron Fuel Inc.
9. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Mountain Home School District and Neuron Fuel Inc.
10. Vendor Specific AR-NDPA-V1 (With Exhibit) dated as of 12/04/2023 by and between Academics Plus Charter School and Neuron Fuel Inc.
11. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Bald Knob School District and Neuron Fuel Inc.
12. Vendor Specific AR-NDPA-V1 (With Exhibit) dated as of 12/04/2023 by and between Lead Hill School District and Neuron Fuel Inc.
13. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Booneville School District and Neuron Fuel Inc.
14. Vendor Specific AR-NDPA-V1 (With Exhibit) dated as of 12/04/2023 by and between Caddo Hills School District and Neuron Fuel Inc.
15. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Clinton School District and Neuron Fuel Inc.
16. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Cutter-Morning Star Sch. Dist. and Neuron Fuel Inc.
17. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Elkins School District and Neuron Fuel Inc.
18. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Fort Smith School District and Neuron Fuel Inc.
19. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Centerpoint School District and Neuron Fuel Inc.
20. Vendor Specific AR-NDPA-V1 (With Exhibit) dated as of 12/04/2023 by and between Green Forest School District and Neuron Fuel Inc.

21. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Jasper School District and Neuron Fuel Inc.
22. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Mena Public Schools and Neuron Fuel Inc.
23. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Pocahontas School District and Neuron Fuel Inc.
24. AR-NDPA-V1 (With Exhibit) dated as of 02/13/2024 by and between Pulaski Co. Spec. School Dist. and Neuron Fuel Inc.
25. Vendor Specific AR-NDPA-V1 (With Exhibit) dated as of 12/04/2023 by and between Calico Rock School District and Neuron Fuel Inc.
26. AZ-NDPA-V1 with Exhibit E dated as of 11/10/2022 by and between Mesa Unified School District #4 and Neuron Fuel Inc.
27. CA-NDPA-V1 (With Exhibit) dated as of 09/20/2023 by and between San Ramon Valley Unified and Neuron Fuel Inc.
28. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Irvine Unified and Neuron Fuel Inc.
29. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Desert Sands Unified and Neuron Fuel Inc.
30. CSDPA V1 (With Exhibit E) dated as of 07/20/2018 by and between Solana Beach School District and Neuron Fuel Inc.
31. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Sweetwater Union High and Neuron Fuel Inc.
32. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Lammersville Joint Unified and Neuron Fuel Inc.
33. CSDPA V2 (With Exhibit E) dated as of 11/10/2022 by and between Atascadero Unified School District and Neuron Fuel Inc.
34. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Cambrian and Neuron Fuel Inc.
35. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Oak Grove Elementary and Neuron Fuel Inc.
36. CA-NDPA-V1 (With Exhibit) dated as of 11/10/2022 by and between Ceres Unified School District and Neuron Fuel Inc.
37. FL-NDPA-V1 (With Exhibit E) dated as of 08/14/2023 by and between Baker County School District and Neuron Fuel Inc.
38. FL-NDPA-V1 (With Exhibit E) dated as of 08/14/2023 by and between Indian River County and Neuron Fuel Inc.
39. FL-NDPA-V1 (With Exhibit E) dated as of 08/14/2023 by and between St. Johns County School District and Neuron Fuel Inc.
40. FL-NDPA-V1 (With Exhibit E) dated as of 08/14/2023 by and between Sumter County and Neuron Fuel Inc.
41. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Vandalia CUSD 203 and Neuron Fuel Inc.
42. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Hillsboro CUSD 3 and Neuron Fuel Inc.
43. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Kinnikinnick CCSD 131 and Neuron Fuel Inc.

44. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Wheeling CCSD 21 and Neuron Fuel Inc.
45. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Northbrook ESD 27 and Neuron Fuel Inc.
46. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Glencoe School District 35 and Neuron Fuel Inc.
47. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Fairview SD 72 and Neuron Fuel Inc.
48. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Rhodes SD 84-5 and Neuron Fuel Inc.
49. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Western Springs SD 101 and Neuron Fuel Inc.
50. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between LaGrange Highlands SD 106 and Neuron Fuel Inc.
51. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Riverside-Brookfield Twp SD 208 and Neuron Fuel Inc.
52. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Elmwood Park CUSD 401 and Neuron Fuel Inc.
53. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Elmwood Park CUSD 401 and Neuron Fuel Inc.
54. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Central Stickney SD 110 and Neuron Fuel Inc.
55. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Oak Lawn-Hometown SD 123 and Neuron Fuel Inc.
56. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between South Holland SD 150 and Neuron Fuel Inc.
57. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Lemont High School and Neuron Fuel Inc.
58. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Orangeville CUSD 203 and Neuron Fuel Inc.
59. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Champaign CUSD 4 and Neuron Fuel Inc.
60. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Robinson CUSD 2 and Neuron Fuel Inc.
61. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Salem SD 111 and Neuron Fuel Inc.
62. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Indian Creek School District and Neuron Fuel Inc.
63. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Sycamore CUSD 427 and Neuron Fuel Inc.
64. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Olympia CUSD 16 and Neuron Fuel Inc.
65. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Benjamin SD 25 and Neuron Fuel Inc.
66. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Indian Prairie CUSD 204 and Neuron Fuel Inc.

67. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Wabash CUSD 348 and Neuron Fuel Inc.
68. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between CUSD 308 and Neuron Fuel Inc.
69. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Bourbonnais SD 53 and Neuron Fuel Inc.
70. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between West Central CUSD 235 and Neuron Fuel Inc.
71. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Zion ESD 6 and Neuron Fuel Inc.
72. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Grayslake CCSD 46 and Neuron Fuel Inc.
73. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Oak Grove SD 68 - Green Oaks and Neuron Fuel Inc.
74. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Diamond Lake SD 76 and Neuron Fuel Inc.
75. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Fremont School District 79 and Neuron Fuel Inc.
76. IL-NDPA-V1.0a (With Exhibit) dated as of 05/23/2021 by and between Lincolnshire-Prairieview SD 103 and Neuron Fuel Inc.
77. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Bannockburn School District 106 and Neuron Fuel Inc.
78. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Deerfield Public Schools 109 and Neuron Fuel Inc.
79. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Wauconda CUSD 118 and Neuron Fuel Inc.
80. IL-NDPA-V1.0a (With Exhibit) dated as of 05/23/2021 by and between Barrington CUSD 220 and Neuron Fuel Inc.
81. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Streator ESD 44 and Neuron Fuel Inc.
82. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between La Salle ESD 122 and Neuron Fuel Inc.
83. IL-NDPA-V1.0a (With Exhibit) dated as of 06/15/2021 by and between Waltham CCSD 185 and Neuron Fuel Inc.
84. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Bement CUSD 5 and Neuron Fuel Inc.
85. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Monticello CUSD 25 and Neuron Fuel Inc.
86. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Carlinville CUSD 1 and Neuron Fuel Inc.
87. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Northwestern CUSD 2 and Neuron Fuel Inc.
88. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Huntley Community School District 158 and Neuron Fuel Inc.
89. IL-NDPA-V1.0a (With Exhibit) dated as of 05/03/2024 by and between Moline-Coal Valley CUSD 40 and Neuron Fuel Inc.

90. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Rochester CUSD 3A and Neuron Fuel Inc.
91. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Ball-Chatham CUSD 5 and Neuron Fuel Inc.
92. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Pleasant Plains CUSD 8 and Neuron Fuel Inc.
93. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Washington District 50 Schools and Neuron Fuel Inc.
94. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Central SD 51 and Neuron Fuel Inc.
95. IL-NDPA-V1.0a (With Exhibit) dated as of 05/23/2021 by and between East Peoria SD 86 and Neuron Fuel Inc.
96. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Channahon School District 17 and Neuron Fuel Inc.
97. IL-NDPA-V1.0a (With Exhibit) dated as of 03/17/2021 by and between Troy CCSD 30C and Neuron Fuel Inc.
98. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Lockport SD 91 and Neuron Fuel Inc.
99. IL-NDPA-V1.0a (With No Exhibit) dated as of 02/05/2024 by and between Frankfort CCSD 157-C and Neuron Fuel Inc.
100. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Mokena SD 159 and Neuron Fuel Inc.
101. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Summit Hill SD 161 and Neuron Fuel Inc.
102. IL-NDPA-V1.0a (With Exhibit) dated as of 01/09/2024 by and between Northwest Suburban Special Education Organization and Neuron Fuel Inc.
103. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Amherst-Pelham Regional Public Schools and Neuron Fuel Inc.
104. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Brookline Public Schools and Neuron Fuel Inc.
105. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Burlington Public Schools and Neuron Fuel Inc.
106. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Everett Public Schools and Neuron Fuel Inc.
107. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Franklin Public Schools and Neuron Fuel Inc.
108. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Harvard School District and Neuron Fuel Inc.
109. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Haverhill School District and Neuron Fuel Inc.
110. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Lexington Public Schools and Neuron Fuel Inc.
111. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Longmeadow School District and Neuron Fuel Inc.
112. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Lowell School District and Neuron Fuel Inc.

113. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Medfield Public Schools and Neuron Fuel Inc.
114. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Medford Public Schools and Neuron Fuel Inc.
115. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Melrose Public Schools and Neuron Fuel Inc.
116. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Mendon-Upton Regional School District and Neuron Fuel Inc.
117. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Milton Public Schools and Neuron Fuel Inc.
118. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Natick Public Schools and Neuron Fuel Inc.
119. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Nauset Public Schools and Neuron Fuel Inc.
120. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Newton School District and Neuron Fuel Inc.
121. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Public Schools of Northborough and Southborough and Neuron Fuel Inc.
122. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Plymouth Public Schools and Neuron Fuel Inc.
123. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Tewksbury and Neuron Fuel Inc.
124. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Wareham Public Schools and Neuron Fuel Inc.
125. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Wellesley Public Schools and Neuron Fuel Inc.
126. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between West Bridgewater School District and Neuron Fuel Inc.
127. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Weymouth Public Schools and Neuron Fuel Inc.
128. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Whitman-Hanson Regional School District and Neuron Fuel Inc.
129. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Worcester Public Schools and Neuron Fuel Inc.
130. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Falmouth Public Schools and Neuron Fuel Inc.
131. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Lewiston Public Schools and Neuron Fuel Inc.
132. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between RSU 20 and Neuron Fuel Inc.
133. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between RSU 58-MSAD 58 and Neuron Fuel Inc.
134. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between RSU 78 and Neuron Fuel Inc.
135. TEC MO NDPA V1 with Exhibit E dated as of 05/21/2024 by and between Camdenton R-III School District and Neuron Fuel Inc.

136. TEC MO NDPA V1 with Exhibit E dated as of 05/21/2024 by and between Farmington R-VII and Neuron Fuel Inc.
137. TEC MO NDPA V1 with Exhibit E dated as of 05/21/2024 by and between Francis Howell R-III and Neuron Fuel Inc.
138. TEC MO NDPA V1 with Exhibit E dated as of 05/21/2024 by and between Marshfield R-I and Neuron Fuel Inc.
139. TEC MO NDPA V1 with Exhibit E dated as of 05/21/2024 by and between Rockwood R-VI and Neuron Fuel Inc.
140. TEC MO NDPA V1 with Exhibit E dated as of 05/21/2024 by and between Wentzville R-IV and Neuron Fuel Inc.
141. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Barnstead Elementary School SAU 86 and Neuron Fuel Inc.
142. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between SAU 67 and Neuron Fuel Inc.
143. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Concord School District SAU 8 and Neuron Fuel Inc.
144. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between Fall Mountain Regional School District SAU 60 and Neuron Fuel Inc.
145. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between Gilford School District SAU 73 and Neuron Fuel Inc.
146. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Pelham School District SAU 28 and Neuron Fuel Inc.
147. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between Hillsboro-Deering School District SAU 34 and Neuron Fuel Inc.
148. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between SAU 6 and Neuron Fuel Inc.
149. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between Contoocook Valley School District and Neuron Fuel Inc.
150. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Exeter Region Cooperative School District SAU 16 and Neuron Fuel Inc.
151. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between SAU 24 and Neuron Fuel Inc.
152. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Farmington School District SAU 61 and Neuron Fuel Inc.
153. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Timberlane Regional School District SAU 106 and Neuron Fuel Inc.
154. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Londonderry School District and Neuron Fuel Inc.
155. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between SAU 53 and Neuron Fuel Inc.
156. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Governor Wentworth Regional School District SAU 49 and Neuron Fuel Inc.
157. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between SAU 29 and Neuron Fuel Inc.
158. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Portsmouth School Department (NH) and Neuron Fuel Inc.

159. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between Monroe School District SAU 77 and Neuron Fuel Inc.
160. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Kearsarge Regional School District SAU 65 and Neuron Fuel Inc.
161. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between SAU 21 and Neuron Fuel Inc.
162. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between White Mountains School District SAU 35 and Neuron Fuel Inc.
163. NH DPA V1 (With Exhibit) dated as of 11/12/2019 by and between Grantham School District SAU 75 and Neuron Fuel Inc.
164. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Rollinsford School District and Neuron Fuel Inc.
165. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between SAU 41 and Neuron Fuel Inc.
166. NYS DPA dated as of 01/01/2024 by and between Cayuga-Onondaga BOCES and Neuron Fuel Inc.
167. NYS Consortium DPA dated as of 07/01/2023 by and between York Central School District and Neuron Fuel Inc.
168. NYS Consortium DPA dated as of 07/01/2023 by and between Ontario-Seneca-Yates-Cayuga-Wayne BOCES and Neuron Fuel Inc.
169. NYS Consortium DPA dated as of 07/01/2023 by and between Southern Westchester BOCES and Neuron Fuel Inc.
170. NYS Consortium DPA dated as of 07/01/2023 by and between Monroe 2-Orleans BOCES and Neuron Fuel Inc.
171. NYS Consortium DPA dated as of 07/01/2023 by and between Board of Cooperative Educational Services of Nassau County and Neuron Fuel Inc.
172. NYS Consortium DPA dated as of 07/01/2023 by and between Plainview-Old Bethpage Central School District and Neuron Fuel Inc.
173. NYS Consortium DPA dated as of 07/01/2023 by and between Albany-Schoharie-Schenectady-Saratoga BOCES and Neuron Fuel Inc.
174. NYS Consortium DPA dated as of 07/01/2023 by and between Niskayuna Central School District and Neuron Fuel Inc.
175. NYS Consortium DPA dated as of 07/01/2023 by and between Hamilton-Fulton-Montgomery BOCES and Neuron Fuel Inc.
176. NYS Consortium DPA dated as of 07/01/2023 by and between Rensselaer-Columbia-Greene BOCES and Neuron Fuel Inc.
177. NYS Consortium DPA dated as of 07/01/2023 by and between Broome-Tioga BOCES and Neuron Fuel Inc.
178. NYS Consortium DPA dated as of 07/01/2023 by and between Delaware-Chenango-Madison-Otsego BOCES and Neuron Fuel Inc.
179. NYS Consortium DPA dated as of 07/01/2023 by and between Otsego-Northern-Catskills BOCES and Neuron Fuel Inc.
180. NYS Consortium DPA dated as of 07/01/2023 by and between Erie 1 Board of Cooperative Educational Services and Neuron Fuel Inc.
181. NYS Consortium DPA dated as of 07/01/2023 by and between Madison-Oneida BOCES and Neuron Fuel Inc.

182. NYS Consortium DPA dated as of 07/01/2023 by and between Letchworth Central School District and Neuron Fuel Inc.
183. NYS Consortium DPA dated as of 07/01/2023 by and between Wayne Central School District and Neuron Fuel Inc.
184. NYS Consortium DPA dated as of 07/01/2023 by and between Board of Cooperative Educational Services First Supervisory District of Suffolk County and Neuron Fuel Inc.
185. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Anthony Wayne Local School District and Neuron Fuel Inc.
186. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Revere Local Schools and Neuron Fuel Inc.
187. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Coventry Local School District and Neuron Fuel Inc.
188. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Dover City School District and Neuron Fuel Inc.
189. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between East Muskingum Local School District and Neuron Fuel Inc.
190. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Fairview Park City School District and Neuron Fuel Inc.
191. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Georgetown Ex Vill School District and Neuron Fuel Inc.
192. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Granville Exempted Village School District and Neuron Fuel Inc.
193. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Hilliard City School District and Neuron Fuel Inc.
194. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Lake Local School District (Uniontown) and Neuron Fuel Inc.
195. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Lebanon City School District and Neuron Fuel Inc.
196. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Loudonville-Perrysville Ex Village School District and Neuron Fuel Inc.
197. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Mentor Ex Vill School District and Neuron Fuel Inc.
198. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Morgan Local School District and Neuron Fuel Inc.
199. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Mount Vernon City School District and Neuron Fuel Inc.
200. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between New Philadelphia City School District and Neuron Fuel Inc.
201. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Pickerington Local SD and Neuron Fuel Inc.
202. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Port Clinton City School District and Neuron Fuel Inc.
203. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Riverside Local School District and Neuron Fuel Inc.
204. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between South-Western City School District and Neuron Fuel Inc.

205. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Montgomery County Educational Service Center and Neuron Fuel Inc.
206. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Perry Local Schools (Lake County) and Neuron Fuel Inc.
207. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between Arcanum Butler Local School District and Neuron Fuel Inc.
208. OH NDPA V1 with Exhibit dated as of 02/20/2024 by and between West Muskingum Local School District and Neuron Fuel Inc.
209. OK NDPA V1 (With Exhibit E) dated as of 01/23/2025 by and between Moore Public Schools and Neuron Fuel Inc.
210. OR-NDPA-V1 (With Exhibit) dated as of 02/02/2023 by and between LEBANON COMMUNITY SCHOOL DISTRICT 009 and Neuron Fuel Inc.
211. OR-NDPA-V1 (With Exhibit) dated as of 02/02/2023 by and between Portland Public Schools and Neuron Fuel Inc.
212. OR-NDPA-V1 (With Exhibit) dated as of 02/02/2023 by and between Salem-Keizer School District and Neuron Fuel Inc.
213. OR-NDPA-V1 (With Exhibit) dated as of 02/02/2023 by and between Silver Falls School District 4J and Neuron Fuel Inc.
214. OR-NDPA-V1 (With Exhibit) dated as of 02/02/2023 by and between Tigard-Tualatin School District and Neuron Fuel Inc.
215. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Warwick Public Schools and Neuron Fuel Inc.
216. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between West Warwick Public Schools and Neuron Fuel Inc.
217. TX-NDPA-V1 (with Exhibit E) dated as of 11/13/2023 by and between Cypress-Fairbanks ISD and Neuron Fuel Inc.
218. TX-NDPA-V1 (with Exhibit E) dated as of 11/13/2023 by and between Northside ISD (San Antonio) and Neuron Fuel Inc.
219. TX-NDPA-V1 (with Exhibit E) dated as of 11/13/2023 by and between Lubbock-Cooper ISD and Neuron Fuel Inc.
220. UT-NDPA-V1 (with Exhibit) dated as of 11/16/2023 by and between Granite and Neuron Fuel Inc.
221. UT-NDPA-V1 (with Exhibit) dated as of 11/16/2023 by and between Iron County and Neuron Fuel Inc.
222. Utah DPA V2 (With Exhibit E) dated as of 08/27/2019 by and between Park City and Neuron Fuel Inc.
223. Utah DPA V2 (With Exhibit E) dated as of 12/16/2019 by and between Provo and Neuron Fuel Inc.
224. UT-NDPA-V1 (with Exhibit) dated as of 11/16/2023 by and between South Summit and Neuron Fuel Inc.
225. Utah DPA V2 (With Exhibit E) dated as of 08/27/2019 by and between Wasatch County School District and Neuron Fuel Inc.
226. Utah DPA V2 (With Exhibit E) dated as of 03/03/2020 by and between Weber School District and Neuron Fuel Inc.
227. UT-NDPA-V1 (with Exhibit) dated as of 11/16/2023 by and between Ascent Academies of Utah and Neuron Fuel Inc.

228. UT-NDPA-V1 (with Exhibit) dated as of 11/16/2023 by and between Spectrum Academy and Neuron Fuel Inc.
229. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Addison Central School District and Neuron Fuel Inc.
230. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Missisquoi Valley School district and Neuron Fuel Inc.
231. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Franklin West Supervisory Union and Neuron Fuel Inc.
232. TEC MA-ME-NH-RI-VT NDPA (With Exhibit) dated as of 10/26/2022 by and between Southwest Vermont Supervisory Union and Neuron Fuel Inc.
233. WA-NDPA-V1 (with Exhibit E) dated as of 05/15/2024 by and between Northshore School District and Neuron Fuel Inc.
234. WASPA V1 (with Exhibit) dated as of 08/30/2020 by and between Snoqualmie Valley School District and Neuron Fuel Inc.
235. Wisconsin Student Data Privacy Agreement Template (with Exhibit) dated as of 01/12/2024 by and between Fox Point J2 and Neuron Fuel Inc.
236. Wisconsin Student Data Privacy Agreement Template (with Exhibit) dated as of 01/12/2024 by and between Green Bay Area Public Schools and Neuron Fuel Inc.
237. Wisconsin Student Data Privacy Agreement Template (with Exhibit) dated as of 01/12/2024 by and between School District of the Menomonie Area and Neuron Fuel Inc.
238. Wisconsin Student Data Privacy Agreement Template (with Exhibit) dated as of 01/12/2024 by and between Stevens Point Area Public School District and Neuron Fuel Inc.
239. AWS Customer Agreement by and between Amazon, Inc. and Neuron Fuel Inc.
240. Apple Developer Agreement by and between Apple, Inc. and Neuron Fuel Inc.
241. Apple Developer Program License Agreement.
242. Google Play Developer Distribution Agreement by and between Google LLC and Neuron Fuel Inc.
243. Master Subscription Agreement by and between Salesforce, Inc. and Neuron Fuel Inc.
244. Enterprise Order Agreement by and between Iterable, Inc. and Neuron Fuel Inc.
245. Cloudflare, Inc. pursuant to the standard online terms of service.
246. GoDaddy Inc. pursuant to the standard online terms of service.
247. PayPal, Inc., pursuant to the standard online terms of service.
248. Stripe, Inc. pursuant to the standard online terms of service.
249. Google Workspace pursuant to the standard online terms of service.
250. Google Cloud Platform/SecOps pursuant to the standard online terms of service.
251. Google Ads pursuant to the standard online terms of service.
252. Buffer, pursuant to the standard online terms of service.
253. Apple Search Ads pursuant to the standard online terms of service.
254. Facebook pursuant to the standard online terms of service.
255. Bing, pursuant to the standard online terms of service.
256. MailChimp, pursuant to the standard online terms of service.
257. Survey Monkey, pursuant to the standard online terms of service.
258. Appsflyer, pursuant to the standard online terms of service.
259. Sprinto, pursuant to the standard online terms of service.
260. Youtrack, pursuant to the standard online terms of service.

261. Freshdesk, pursuant to the standard online terms of service.
262. Trello, pursuant to the standard online terms of service.
263. Gitlab, pursuant to the standard online terms of service.
264. Figma, pursuant to the standard online terms of service.
265. Adobe Creative Cloud & Acrobat Pro, pursuant to the standard online terms of service.
266. Conaga, pursuant to the standard online terms of service.
267. Canva Teams, pursuant to the standard online terms of service.
268. Google Classroom, pursuant to the standard online terms of service.
269. Clever, pursuant to the standard online terms of service.
270. Salesdirector.ai (Salesforce), pursuant to the standard online terms of service.
271. Calendly, pursuant to the standard online terms of service.
272. Slack, pursuant to the standard online terms of service.
273. Shopify, pursuant to the standard online terms of service.
274. Google Analytics, pursuant to the standard online terms of service.
275. Google Play Console, pursuant to the standard online terms of service.
276. App Store Connect, pursuant to the standard online terms of service.
277. Student Data Privacy Consortium, pursuant to the standard online terms of service.
278. Spine Editor License Agreement, last updated 04/05/2025.
279. YAMM, pursuant to the standard online terms of service.
280. Xero, pursuant to the standard online terms of service.
281. Breadwinner (Salesforce), pursuant to the standard online terms of service.
282. Agreement with Classlink.
283. Agreement with Minecraft.
284. Agreement with Gusto pursuant to standard terms of service.
285. Agreement with Bit.ly pursuant to standard terms of service.
286. Agreement with Brex pursuant to standard terms of service.
287. Agreement with Canvas pursuant to standard terms of service.
288. Agreement with Cloudinary pursuant to standard terms of service.
289. Agreement with Conga pursuant to standard terms of service.
290. Agreement with Healthchecks pursuant to standard terms of service.
291. Agreement with Hotjar pursuant to standard terms of service.
292. Agreement with Maxmind pursuant to standard terms of service.
293. Agreement with Twitter pursuant to standard terms of service.
294. Any Contracts between Neuron Fuel and any school or school district or other customer entered into between the date of these Disclosure Schedules and the Closing Date.
295. Exhibit 2.01(b) is hereby incorporated by reference.

Exhibit 2.01(b)

Account Name	
Cypress Fairbanks Independent School District	District Contract 1
Charlotte Mecklenburg Schools	District Contract 2
Stratford Schools*	District Contract 3
Salt Lake City School District	District Contract 4
Harrison County School District	District Contract 5
Utah Online School*	District Contract 6
New Brunswick Public Schools*	District Contract 7
Vertex Education/Legacy Traditional Schools*	District Contract 8
Everett Public Schools, MA*	District Contract 9
Catholic Archdiocese of Agana	District Contract 10
Victoria Independent School District	District Contract 11
Elmwood Park Community Unit School District 401	District Contract 12
Portage Township Schools, IN	District Contract 13
New Monmouth Elementary School	District Contract 14
Barrington Community Unit School District 220	District Contract 15
Carrollton Farmers Branch Independent School District	District Contract 16
Lammersville Joint Unified School District	District Contract 17
Bellwood School District 88	District Contract 18
Millburn Township Public Schools, NJ	District Contract 19
International College	District Contract 20
North Brunswick Township Public Schools	District Contract 21
Middletown Public Schools, CT	District Contract 22
Mattoon Community Unit School District 2	District Contract 23
Western Suffolk BOCES	District Contract 24
Tri-Creek School Corporation	District Contract 25
Greater Clark County Schools	District Contract 26
Elk River Area School District 728	District Contract 27
Selma City Schools, AL	District Contract 28
Parkland School District	District Contract 29
Gurnee School District 56	District Contract 30
Summit Hill School District 161	District Contract 31

South Plainfield School District	District Contract 32
Centennial Elementary School	District Contract 33
Lower Hudson Regional Information Center (LHRIC)	District Contract 34
Lebanon City Schools	District Contract 35
PARKER SCHOOL	District Contract 36
Snoqualmie Valley School District	District Contract 37
ABQ SCHOOL OF EXCELLENCE	District Contract 38
Chesapeake Science Point Elementary School	District Contract 39
Willingboro School District	District Contract 40
New Canaan Public Schools	District Contract 41
St. Francis Xavier Catholic School, LA	District Contract 42
Southgate Community School District	District Contract 43
Enlarged City School District of Middletown	District Contract 44
Science Academies of New York Charter Schools	District Contract 45
Lighthouse Connections Academy	District Contract 46
The Anthony School	District Contract 47
Code Hub	District Contract 48
Pleasanton Unified School District	District Contract 49
Dragon School	District Contract 50
Monroe Woodbury Central School District	District Contract 51
STATION CAMP MIDDLE SCHOOL	District Contract 52
Lovejoy Independent School District*	District Contract 53
The American School Foundation	District Contract 54
Davis Joint Unified School District	District Contract 55
Godley Independent School District	District Contract 56
Birch Family Services	School Contract 1
Clearwater Public Education Centre	School Contract 2
Hillside Elementary School	School Contract 3
CAMPBELL HALL SCHOOL	School Contract 4
Hillsborough City School District	School Contract 5
ST MICHAEL-ALBERTVILLE MIDDLE WEST	School Contract 6
ST . MICHAEL-ALBERTVILLE MIDDLE EAST	School Contract 7
Mary Tsukamoto Elementary School	School Contract 8

Crete Monee Community Unit School District 201U	School Contract 9
PERRY ELEMENTARY	School Contract 10
Moreno Valley College	School Contract 11
Wittmann Elementary School	School Contract 12
Corpus Christi Catholic School, PA	School Contract 13
CORPUS CHRISTI SCHOOL	School Contract 14
TRI CENTRAL MIDDLE-HIGH SCHOOL	School Contract 15
Gideon Hausner Jewish Day School	School Contract 16
IMAGINE SCHOOLS CHANCELLOR CAMPUS	School Contract 17
THE SALISBURY SCHOOL	School Contract 18
two year plan	School Contract 19
Pembroke Community Middle School, MA	School Contract 20
EVANT EL	School Contract 21
Brunswick City School District	School Contract 22
Fairview Park City Schools	School Contract 23
SARATOGA ELEMENTARY	School Contract 24
Saratoga Elementary School	School Contract 25
St Albans Country Day School	School Contract 26
Elk Township School District	School Contract 27
Rancho Del Rey Middle School	School Contract 28
Lower Hudson Regional Information Center (LHRIC)	School Contract 29
Coronado Middle School	School Contract 30
Heritage Christian Online School, BC	School Contract 31
Lower Canada College	School Contract 32
Unionville College	School Contract 33
Fairport Central School District	School Contract 34
South Brunswick School District	School Contract 35
Collegiate Charter School of Lowell	School Contract 36
St Charles Borromeo Catholic School, OH	School Contract 37
Frontier High School	School Contract 38
Arizona Charter Academy	School Contract 39
National Teachers Academy	School Contract 40
Queen Bee School District 16	School Contract 41

Rabun County Elementary School	School Contract 42
Flat Rock Community Schools	School Contract 43
Lexington Public Schools, MA	School Contract 44
Howard Winneshiek Community School District	School Contract 45
Colorado Digital Learning Solutions	School Contract 46
Stemality	School Contract 47
Bret Harte Elementary School, IL	School Contract 48
Magnolia Science Academy	School Contract 49
The Biome School	School Contract 50
Valparaiso Community Schools	School Contract 51
Merryhill Elementary School, Milpitas	School Contract 52
EDGEWOOD MIDDLE SCHOOL	School Contract 53
Koko Head Elementary School	School Contract 54
LAKEVIEW MIDDLE SCHOOL	School Contract 55
Lawton C Johnson Summit Middle School	School Contract 56
Union Preparatory Academy at Indian Trail	School Contract 57
Niles Township High Schools District 219	School Contract 58
Coral Academy of Science - Middle	School Contract 59
Big Apple Academy	School Contract 60
Circleville Middle School	School Contract 61
Port Clinton City School District	School Contract 62
Treutlen Middle/High School	School Contract 63
South Williamsport Area School District	School Contract 64
Fredon Township School District	School Contract 65
Skokie Morton Grove School District 69	School Contract 66
Somerset Middle School	School Contract 67
William C Goudy Technology Academy	School Contract 68
Sioux City Community School District	School Contract 69
STEM School Highlands Ranch	School Contract 70
Joseph E Soehl Middle School	School Contract 71
Millburn School District 24, IL	School Contract 72
Galileo Scholastic Academy of Math and Science	School Contract 73
Brookhaven Innovation Academy Charter School	School Contract 74

Christ the King Catholic School, FL	School Contract 75
Garden Grove Unified School District	School Contract 76
Hobbs Municipal Schools	School Contract 77
Instituto Thomas Jefferson (ITJ) Campus Queretaro	School Contract 78
Linden Christian School	School Contract 79
Newton's Grove School	School Contract 80
North Cliff School	School Contract 81
Peninsula Heritage School	School Contract 82
Springfield Public Schools, MO	School Contract 83
St Christopher's School Bahrain	School Contract 84
The Steward School	School Contract 85
Thunder Vista P-8 School	School Contract 86
Waynesville R-VI School District	School Contract 87
Melvin H Kreps Middle School	School Contract 88
Barnwell Elementary School	School Contract 89
Early College Academy	School Contract 90
JR Robson School	School Contract 91
Lawrence W Cross Middle School	School Contract 92
Seymour Elementary School, MO	School Contract 93
St Stephen's Episcopal Day School	School Contract 94
Idaho Home Learning Academy	School Contract 95
Morning Star Academy	School Contract 96
SCHUBERT ELEM SCHOOL	School Contract 97
Egg Harbor City Public Schools	School Contract 98
Luther Burbank School District	School Contract 99
Wayne Finger Lakes Board of Cooperative Educational Services	School Contract 100
St John's School, BC	School Contract 101
Markam College	School Contract 102
Beacon Hill School	School Contract 103
International Community School	School Contract 104
Episcopal School of Jacksonville	School Contract 105
Lake Chelan Middle School	School Contract 106
Lower Hudson Regional Information Center (LHRIC)	School Contract 107

Allen Village School	School Contract 108
Arab Model Schools	School Contract 109
Basis Independent School Fremont	School Contract 110
British School Dhahran (BSD)	School Contract 111
Charlotte Christian School	School Contract 112
Chesapeake Math and IT Academy North Elementary School	School Contract 113
David G Millen Magnet Academy	School Contract 114
Eugenio Maria De Hostos Charter School	School Contract 115
Holy Cross Regional Catholic School	School Contract 116
King David Kalakaua Middle School	School Contract 117
Lammersville Joint Unified School District	School Contract 118
Liza Jackson Preparatory School, FL	School Contract 119
Madison Local Schools	School Contract 120
Michigan Mathematics And Science Academy	School Contract 121
Nexus International School (Singapore) PTE LTD	School Contract 122
Our Lady of Loreto Catholic School	School Contract 123
Panther Valley Intermediate School	School Contract 124
SelfDesign Learning Community	School Contract 125
Shrewsbury Borough School District	School Contract 126
St Raphael School, OH	School Contract 127
St Rita's College	School Contract 128
Thembelisha Preparatory School	School Contract 129
Walton Intermediate School	School Contract 130
Marymount School Barranquilla	School Contract 131
Cleburne Independent School District	School Contract 132
Friendship Aspire Academy Public Charter Schools	School Contract 133
MS 216 George J Ryan School	School Contract 134
Shadow Ridge Middle School	School Contract 135
Alexandria Township School District	School Contract 136
Anna L Klein School	School Contract 137
Bugg Magnet Elementary School	School Contract 138
George Walton Academy	School Contract 139
iLEAD Exploration Hybrid	School Contract 140

Instituto Piaget Reynosa	School Contract 141
Mill School & Technology Academy	School Contract 142
PS 204 - Morris Heights	School Contract 143
Seton Catholic School, OH	School Contract 144
St. Charles Borromeo Catholic School, WA	School Contract 145
Imhotep Academy	School Contract 146
Russellville Elementary	School Contract 147
Wesleyan School, GA	School Contract 148
Northern Ozaukee School District	School Contract 149
Hillcrest Elementary School, CA	School Contract 150
SURPRISE VALLEY ELEMENTARY	School Contract 151
El Rancho Unified School District	School Contract 152
Magnolia Science Academy - Santa Ana	School Contract 153
Valley Central School District	School Contract 154
Carl H Kumpf Middle School*	School Contract 155
Lawrence & Heidi Canarelli Middle School	School Contract 156
Action Day Schools	School Contract 157
Charleston Day School	School Contract 158
Christ the King Regional School, NJ	School Contract 159
Colegio Internacional Levante	School Contract 160
Enabled Education CIC	School Contract 161
Flint Hill School	School Contract 162
FourC Bilingual Academy	School Contract 163
Georgia School Ningbo	School Contract 164
Instituto Quetzalcóatl	School Contract 165
Mother Maria Anna Brunner	School Contract 166
Richmond Hill Montessori Private School	School Contract 167
Spanish River Christian School	School Contract 168
St Andrew's International School	School Contract 169
The Elisabeth Morrow School	School Contract 170
The Pittwater House Schools	School Contract 171
Hamilton Fulton Montgomery Board of Cooperative Educational Services	School Contract 172
Lower Hudson Regional Information Center (LHRIC)	School Contract 173

Heritage Christian School, CA	School Contract 174
Upper Moreland School District	School Contract 175
Hoisington Middle School	School Contract 176
Stamford American School Hong Kong	School Contract 177
Wildwood Elementary School	School Contract 178
Calvary Christian School	School Contract 179
Cincinnati Hills Christian Academy	School Contract 180
Manarat Sana'a International School	School Contract 181
Bonham Middle School	School Contract 182
Discovery Middle School, AL*	School Contract 183
Fort Smith Public School District	School Contract 184
Harrington Elementary	School Contract 185
King William County Public Schools	School Contract 186
New Hartford Public Schools	School Contract 187
Oneonta Elementary School	School Contract 188
Raymond Case Elementary School	School Contract 189
Elgin Community College	School Contract 190
Far Hills Country Day School	School Contract 191
Marine Leadership Academy	School Contract 192
Miami Dade Public Library System	School Contract 193
Saint Thomas School, DR	School Contract 194
Singapore Ministry of Education	School Contract 195
Harbor Point Academy	School Contract 196
Good Shepherd Academy	School Contract 197
Arkansas High School	School Contract 198
Branchburg Township School District	School Contract 199
Center Cass School District 66	School Contract 200
COLEMAN ELEMENTARY	School Contract 201
Coleman Elementary School	School Contract 202
Discovery Charter School Durham	School Contract 203
Evans Middle School	School Contract 204
Fairbanks Middle School	School Contract 205
Franklin Area School District	School Contract 206

Greater Latrobe Junior High School	School Contract 207
Green Magnet Academy	School Contract 208
GREEN MAGNET MATH AND SCIENCE ACADEMY	School Contract 209
Harrison High School	School Contract 210
Huei Deng High School	School Contract 211
I ³ Academy, AL	School Contract 212
IS 239 Mark Twain Intermediate School for the Gifted and Talented	School Contract 213
IS 72 Rocco Laurie School	School Contract 214
Las Vegas High School	School Contract 215
Monroe School District, WA	School Contract 216
New Providence Middle School, NJ	School Contract 217
Pontotoc Junior High School	School Contract 218
Providence Day School	School Contract 219
River Valley School	School Contract 220
St Mary's School, OR	School Contract 221
Tanglin Trust School	School Contract 222
The Westminster School	School Contract 223
TR Smedberg Middle School	School Contract 224
Universal Institute Charter School	School Contract 225
Woodbury Junior-Senior High School	School Contract 226
Magee Academy of Arts & Sciences	School Contract 227
NorthPointe Christian Elementary School	School Contract 228
St Margaret's Episcopal School	School Contract 229
Fulton Science Academy	School Contract 230
Pitman Public Schools	School Contract 231
Homewood School District 153	School Contract 232
North London Collegiate School	School Contract 233
Riverdale Country School, NY	School Contract 234
Solana Vista Elementary	School Contract 235
Granada Middle School	School Contract 236
Ridgetop Middle School	School Contract 237
Oneonta City School District	School Contract 238
St. Mary School, IL	School Contract 239

Alghanim Bilingual School	School Contract 240
Alvah A Scott Elementary School	School Contract 241
Ben Franklin Academy	School Contract 242
British International School of Chicago, South Loop	School Contract 243
Calumet High School	School Contract 244
Chester High School	School Contract 245
Colegio Valle del Miro	School Contract 246
College Grove Elementary	School Contract 247
Elder Dr. Francis Whiskeyjack School	School Contract 248
Elgin Local Schools	School Contract 249
Grafton Public Schools	School Contract 250
Hollis Brookline Middle School	School Contract 251
Huili School Shanghai	School Contract 252
Idalou Middle School	School Contract 253
Kamehameha Schools Maui	School Contract 254
Lake Creek High School	School Contract 255
Lodi Middle School	School Contract 256
McAuley Catholic Primary School	School Contract 257
Nanakuli Elementary School	School Contract 258
Northpoint Charter School (formerly Southwest Secondary L.C.)	School Contract 259
Rios Elementary School	School Contract 260
Rozelle Elementary Creative and Performing Arts Optional School	School Contract 261
Smartkids International School	School Contract 262
Stockholm International School	School Contract 263
The Bermuda High School for Girls	School Contract 264
Unatego Central Schools	School Contract 265
YK Pao School	School Contract 266
Cecil Intermediate School	School Contract 267
Hampton Primary School	School Contract 268
Remsenburg-Speonk Elementary School	School Contract 269
Madison-Oneida Board of Cooperative Educational Services (MO BOCES)	School Contract 270
Anfield School	School Contract 271
Channahon School District 17	School Contract 272

Colegio Peruano Británico	School Contract 273
E T Richardson Middle School	School Contract 274
Haledon Public School	School Contract 275
Harrow Innovation Leadership Academy Haikou	School Contract 276
Iona Presentation College	School Contract 277
Larmenier & Sacred Heart Catholic Primary School	School Contract 278
Nord Anglia School Beijing, Shunyi	School Contract 279
Universidad del Valle de Guatemala	School Contract 280
Yew Chung International School Shanghai	School Contract 281
Sri KDU International School - KD	School Contract 282
Spring Education Group Inc	School Contract 283
Hinds Community College	School Contract 284
InterAmerican Academy	School Contract 285
International School of the Sacred Heart	School Contract 286
Orland Unified School District	School Contract 287
Silverwood Elementary School	School Contract 288
Valor International Scholars	School Contract 289
NSU University School	School Contract 290
College Station Elementary School	School Contract 291
Amstelland International School	School Contract 292
Collegiate School New York	School Contract 293
eCademy K8 Magnet School	School Contract 294
Escuela Continental	School Contract 295
Friends School of Baltimore	School Contract 296
Hodgdon Middle / High School	School Contract 297
Holy Trinity Episcopal Day School, MD	School Contract 298
Horizon Science Academy Columbus Middle School	School Contract 299
Kohelet Yeshiva	School Contract 300
McPherson Middle School	School Contract 301
Norris Middle School	School Contract 302
North Strabane Intermediate School	School Contract 303
Oak Grove School District 68, IL	School Contract 304
Pioneer Academy	School Contract 305

Ranney School	School Contract 306
Renaissance Charter School at Cooper City	School Contract 307
Riverside Brookfield High School	School Contract 308
Riverside Middle School, SC*	School Contract 309
School of The Blessed Sacrament	School Contract 310
Somerville House	School Contract 311
Spring Lake Middle School	School Contract 312
St John the Baptist Catholic School, CA	School Contract 313
St Stanislaus School	School Contract 314
The Wilberforce School	School Contract 315
Tuscaloosa Academy	School Contract 316
Valley Middle School, NJ	School Contract 317
Villa Academy	School Contract 318
Dutchess County Board of Cooperative Educational Services (DC BOCES)	School Contract 319
Erie 1 Board of Cooperative Educational Services (Erie 1 BOCES)	School Contract 320
Northeastern Regional Information Center	School Contract 321
Washington-Saratoga-Warren-Hamilton-Essex Board of Cooperative Educational Services	School Contract 322
Wayne Finger Lakes Board of Cooperative Educational Services	School Contract 323
Wayne Finger Lakes Board of Cooperative Educational Services	School Contract 324
Letchworth Elementary School	School Contract 325
Beecher Road School	School Contract 326
St. Martin STEAM Academy	School Contract 327
Columbia Elementary School	School Contract 328
International Community School	School Contract 329
John Thomas Dye School	School Contract 330
Kelly A Burlison Middle School	School Contract 331
Prescott Primary Northern School	School Contract 332
Rockford Public Schools	School Contract 333
Sekolah Pelita Bangsa	School Contract 334
Southwestern Elementary School	School Contract 335
ST JOHN THE BAPTIST CATHOLIC SCHOOL	School Contract 336
St Martin of Tours School	School Contract 337

The Benjamin School	School Contract 338
Craigmore South Primary School	School Contract 339
Harrow International School Bangkok	School Contract 340
PENINSULA HERITAGE SCHOOL	School Contract 341
Queen of Heaven School	School Contract 342
Maple College	School Contract 343
Centerpoint School District	School Contract 344
STEM ² Hub, FL	School Contract 345
Caylent	School Contract 346
Dalian American International School	School Contract 347
Excelsior Charter School Barstow	School Contract 348
Fairfield Country Day School	School Contract 349
Humphrey Public Schools	School Contract 350
Olympia South Elementary School	School Contract 351
Promise Prep	School Contract 352
School 16	School Contract 353
St. Gabriel Consolidated School	School Contract 354
The Timothy Ministry School, GA	School Contract 355
GG International School	School Contract 356
Blessed Stephen Bellesini O.S.A. Academy	School Contract 357
Eden Prairie Schools	School Contract 358
John F Kennedy Elementary School	School Contract 359
PS 139Q The Rego Park School	School Contract 360
Realfun Learning Centre	School Contract 361
St Mary's Episcopal Day School, FL	School Contract 362
Baggs Elementary School	School Contract 363
Quogue Union Free School District	School Contract 364
Calumet Christian School	School Contract 365
America's Finest Charter School	School Contract 366
Brown Girls Code Academy	School Contract 367
CamelCode Academy	School Contract 368
Doctor Franklin Perkins School	School Contract 369
Jithour Al-Marifa for EDU	School Contract 370

Noble Academy Cleveland Charter School	School Contract 371
Osiris Organization	School Contract 372
Aiea Elementary School	School Contract 373
Culford School	School Contract 374
Herrman Elementary School	School Contract 375
LSU Laboratory School	School Contract 376
Our Lady of Grace Catholic School	School Contract 377
HUMPHREY ELEMENTARY SCHOOL	School Contract 378
The Weiss School	School Contract 379
Arkansas Correctional School District	School Contract 380
Magen David Yeshivah, NY	School Contract 381
Edwardsburg Middle School	School Contract 382
Ridgefield Academy	School Contract 383
Our Lady of Mount Carmel	School Contract 384
John Shields Elementary School	School Contract 385
Tyndale Christian School	School Contract 386
Freeport School District 145	School Contract 387
King's College School, The Bahamas	School Contract 388
Loudoun Country Day School	School Contract 389
Minneola Elementary School	School Contract 390
Narromine Christian School	School Contract 391
Rockford Iqra School	School Contract 392
Southeast Fountain Elementary School	School Contract 393
St Mary of Gostyn School	School Contract 394
Vinewood	School Contract 395
YMCA of South Florida	School Contract 396
Jeff Davis Elementary School	School Contract 397
Everest Collegiate High School & Academy, MI	School Contract 398
Unity College	School Contract 399
Readington Middle School	School Contract 400
Azle Junior High School	School Contract 401
Union Ocean Co.	School Contract 402
Yonkers Public Schools	School Contract 403

Nassau Board of Cooperative Educational Services	School Contract 404
AICWC Hiroshima Elementary School	School Contract 405
Cairns West State School	School Contract 406
Channahon Jr. High School	School Contract 407
ESwatini Foundation for STEM Education	School Contract 408
Nysmith School for The Gifted	School Contract 409
Petersburg High School	School Contract 410
SAR Academy	School Contract 411
Spring-Ford Intermediate School Academics	School Contract 412
St James Episcopal School*	School Contract 413
Sawgrass Adventist School	School Contract 414
The Heartland Foundation	School Contract 415
Ignite Entrepreneurship Academy	School Contract 416
Blessed Sacrament School	School Contract 417
International School of Islamabad	School Contract 418
St Columba School	School Contract 419
Sharpville Area Middle School	School Contract 420
Hillside Collegiate Wirye	School Contract 421
Boys and Girls Club of Benton County	School Contract 422
Seeger Memorial Junior/Senior High School	School Contract 423
After-School All-Stars, Los Angeles	School Contract 424
After-School All-Stars, Los Angeles	School Contract 425
After-School All-Stars, Los Angeles	School Contract 426
After-School All-Stars, Los Angeles	School Contract 427
After-School All-Stars, Los Angeles	School Contract 428
Faith Baptist Schools, CA	School Contract 429
Hopewell Christian Academy	School Contract 430
Hsinchu County American School	School Contract 431
Piedmont OPEN IB Middle School	School Contract 432
Rogers Middle School	School Contract 433
Uncompahgre Board of Cooperative Educational Services (UnBOCES)	School Contract 434
Nassau Board of Cooperative Educational Services	School Contract 435
Fruit Cove Middle School	School Contract 436

Palm Beach Day Academy -- PreK - 3rd Campus	School Contract 437
Luyfe Rivas	School Contract 438
Miami Valley School	School Contract 439
Billings Christian School	School Contract 440
Cornell Elementary School, PA	School Contract 441
Harrow Innovation Leadership Academy Haikou	School Contract 442
Rockport Elementary School	School Contract 443
Egg Harbor City Public Schools	School Contract 444
Fairless Local School District	School Contract 445
Mount Pleasant Central School District	School Contract 446
Riverside Middle School	School Contract 447
San Carlos School	School Contract 448
Branksome Hall IB World School	School Contract 449
Torah Prep	School Contract 450
Calvary Christian Academy, FL	School Contract 451
Geary Junior High School	School Contract 452
Osiris Organization	School Contract 453
The Wildwood School K-12	School Contract 454
Grace Yokley Jr High	School Contract 455
Horizon Science Academy Denison Middle School	School Contract 456
International School of Denver	School Contract 457
Joaquin Moraga Intermediate School	School Contract 458
Kaleidoscope Charter School	School Contract 459
Saint Mark's School	School Contract 460
St Augustine School, Ponoka	School Contract 461
Summit Middle School, CO	School Contract 462
Sycamore High School	School Contract 463
The Walker School, GA	School Contract 464
TynkerMinds Education Solutions	School Contract 465
Dulwich College Singapore	School Contract 466
Berkley Community School	School Contract 467
Canyon Grove Academy	School Contract 468
Sonoran Virtual Academy	School Contract 469

Unionville College	School Contract 470
St Mary of Gostyn School	School Contract 471
The Gillispie School	School Contract 472
St Philip Catholic School	School Contract 473
Anfield St. Bosco Koon Ying	Classroom Contract 1
Autobotic Sdn. Bhd.	Classroom Contract 2
Braemar House School	Classroom Contract 3
Brooklyn Friends School	Classroom Contract 4
Earle E Williams Middle School	Classroom Contract 5
Effingham County Middle School	Classroom Contract 6
Emmaus Christian School	Classroom Contract 7
Foley Intermediate School, MN	Classroom Contract 8
Freeman Middle School	Classroom Contract 9
Guangzhou Nansha Youke Education Center	Classroom Contract 10
Henry E Huntington Middle School	Classroom Contract 11
Hiba Academy Nantong	Classroom Contract 12
Hughes Academy Of Science And Technology	Classroom Contract 13
Ignite Entrepreneurship Academy	Classroom Contract 14
James E Potter Junior High School	Classroom Contract 15
Kingsley College	Classroom Contract 16
Mora High School	Classroom Contract 17
Pocono Mountain West Junior High School	Classroom Contract 18
PS 181 The Brookfield School	Classroom Contract 19
Rangeley Lakes Regional School (RSU 78)	Classroom Contract 20
Rutgers Preparatory School	Classroom Contract 21
RWG Stem Academy	Classroom Contract 22
Saint Marks High School	Classroom Contract 23
Sandy Spring Friends School	Classroom Contract 24
School District of Brown Deer	Classroom Contract 25
Séphora Berrebi	Classroom Contract 26
South Peninsula Hebrew Day School	Classroom Contract 27
St Jean Vianney Catholic School	Classroom Contract 28
Summer Fields School	Classroom Contract 29

SUTTON MIDDLE SCHOOL	Classroom Contract 30
The International School of Kuala Lumpur	Classroom Contract 31
The Sterling Hall School	Classroom Contract 32
The Summit Country Day School	Classroom Contract 33
Waabshki Penasi School	Classroom Contract 34
Waterfront Montessori School	Classroom Contract 35
Wellpinit School District	Classroom Contract 36
Williams County Public Library	Classroom Contract 37
Wyoming Boys' School	Classroom Contract 38
Young Scholars of Central Pennsylvania Charter School	Classroom Contract 39
Colegio Valle del Miro	Classroom Contract 40
Harbour International School	Classroom Contract 41
Milwaukee School of Engineering	Classroom Contract 42
Michigan Mathematics And Science Academy	Classroom Contract 43
Centro Ibn Gabirol	Classroom Contract 44
Community Day School, PA	Classroom Contract 45
Hillside Collegiate Wirye	Classroom Contract 46
Lincoln Elementary School	Classroom Contract 47
Little River Junior Senior High School	Classroom Contract 48
Hollywood Schoolhouse	Classroom Contract 49
People for Change Coalition	Classroom Contract 50
Sassafras Primary School	Classroom Contract 51
Charyl Stockwell Academy Middle School	Classroom Contract 52
E T Richardson Middle School	Classroom Contract 53
Almadina Language Society	Classroom Contract 54
Haledon Public School	Classroom Contract 55
Haledon Public School	Classroom Contract 56
Lake Zurich Middle - S Campus	Classroom Contract 57
Moses Brown School	Classroom Contract 58
Tuwaiq Academy	Classroom Contract 59
Sutton Middle School, MA	Classroom Contract 60
Freeman Middle School	Classroom Contract 61
PS 139Q The Rego Park School	Classroom Contract 62

Westside School	Classroom Contract 63
Colegio Alfonsino de San Pedro	Classroom Contract 64
Calvary Episcopal School	Classroom Contract 65
Forcey Christian School	Classroom Contract 66
GLOW School	Classroom Contract 67
Grand Avenue Elementary School	Classroom Contract 68
St Patrick Catholic School	Classroom Contract 69
We Love to Uplift	Classroom Contract 70
Wonewoc Center Elementary School	Classroom Contract 71

Schedule 2.01(c)

Acquired Tangible Personal Property

None.

Schedule 2.01(d)(i)**Acquired Intellectual Property Registrations****I. Patents owned by Neuron Fuel:**

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR PROGRAMMING INSTRUMENTATION	16/910,430	6/24/2020	11,127,311	09/21/2021	61/738,799 13/837,719 15/457,536	Patented Case	09/21/2021	169969	Yes	Yes
	SYSTEMS AND METHODS FOR CUSTOMIZED LESSONS CREATION AND	14/180,253	2/13/2014	10,510,264	12/17/2019	61/804,069 children 16/663,148	Patented Case	11/26/2019	169969	Yes	Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	APPLICATION										
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR CUSTOMIZED LESSON CREATION AND APPLICATION	16/663,148	10/24/2019	11,158,202	10/26/2021	14/180,253 61/804,069	Patented Case	10/13/2021	169969	Yes	Yes
Neuron Fuel, Inc.	PROGRAMMING CENTER	13/715,417	12/14/2012	9,595,202	03/14/2017	children 15/457,540	Patented Case	02/22/2017	169969	Yes	Yes
Neuron Fuel, Inc.	INTEGRATED DEVELOPMENT	14/503,058	9/30/2014	10,276,061	04/30/2019	children 16/382,078	Patented Case	04/10/2019	169969	Yes	Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	ENVIRONMENT FOR VISUAL AND TEXT CODING										
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR GOAL BASED PROGRAMMING INSTRUNCTION	13/837,719	3/15/2013	9,595,205	03/14/2017	61/738,799 children 15/457,536 16/910,430	Patented Case	02/22/2017	169969	Yes	Yes
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR GOAL-BASED	15/457,536	3/13/2017	10,726,739	07/28/2020	13/837,719 61/738,799 children	Patented Case	07/09/2020	169969	Yes	Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	PROGRAMMING INSTRUCTION					16/910,430					
Neuron Fuel, Inc.	COLLABORATIVE LEARNING SYSTEM	17/366,995	7/02/2021	11,699,357	7/11/2023						Yes
Neuron Fuel, Inc.	SYSTEMS AND METHODS FOR CUSTOMIZED LESSON CREATION AND APPLICATION	17/479,611	9/20/2021	11,645,934	5/09/2023						Yes
Neuron	SYSTEM	17/400,2	8/12/202	None	None						Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
Fuel, Inc.	MS AND METHODS FOR PROGRAMMING INSTRUNCTION	53	1								
Neuron Fuel, Inc.	INTEGRATED DEVELOPMENT ENVIRONMENT FOR VISUAL AND TEXT CODING	16/382,078	4/11/2019	None	None						Yes
Neuron Fuel, Inc.	PROGRAMMING LEARNING	15/457,540	3/13/2017	None	None						Yes

Grantor	Title	App. No.	App. Date	Patent No.	Issued/ Reg. Date	Cont. Data	Status	Status Date	Corres. No.	Docketed?	Assignment Recorded?
	CENTER										
Neuron Fuel, Inc.	COLLABORATIVE LEARNING SYSTEM	18/198,015	5/16/2023	None	None						

II. Trademarks owned by Neuron Fuel:

Grantor	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Neuron Fuel, Inc.	"TYNKER"	88927263	05/21/2020	7014950	4/4/2023
Neuron Fuel, Inc.	STYLIZED WORD "TYNKER"	88927279	05/21/2020	7014951	4/4/2023
Neuron Fuel, Inc.	"NEURON FUEL"	90295303	11/03/2020	6445704	08/10/2021

III. Domain Names Owned by Neuron Fuel:

1. gotyn.kr
2. NEURONFUEL.COM
3. TEACHKIDSCODING.ORG
4. TEACHKIDSPROGRAMMING.ORG
5. TYNKER.CO
6. tynker.co.in
7. tynker.co.uk
8. TYNKER.COM
9. tynker.in
10. TYNKER.ME
11. TYNKER.ORG
12. TYNKER.TV
13. tynker.world
14. goaltogoal.com

Schedule 2.01(d)(ii)

Other Acquired Intellectual Property

1. All Neuron Fuel products owned by the Estate and used or held for use in the Business, including without limitation:
 - a. Tynker (Web Site)
 - b. Apps - Tynker, Tynker Junior, Mod Creator for Minecraft
 - c. Tynker Workshop
 - d. Hour of Code with Tynker
 - e. Tynker for Schools
 - f. Tynker Admin and Support tools
 - g. Tynker Server side infrastructure
 - h. Tynker Curriculum for Home (i.e., all of the content in courses listed at <https://www.tynker.com/parents/curriculum/>)
 - i. Tynker Curriculum for Schools (i.e., all of the content in courses listed at <https://www.tynker.com/school/coding-curriculum/>)
 - j. Tynker Workshop (i.e., the core product available at <https://www.tynker.com/ide/v3>)
2. All Tynker codebase and content, whether or not such codebase and content has been deployed and including codebase and content that is in production, owned by the Estate and used or held for use in the Business. For the avoidance of doubt, Seller shall transfer all codebase and content owned by the Estate or held for use in the Business.

3. Licensed art from content developers, work product from curriculum developers and media releases for photos and videos obtained and held by the Estate, in each case which are owned by the Estate and used or held for use in the Business.

Schedule 2.02(a)(14)

Excluded Assets

1. Client Services Agreement dated as of 12/28/2021 by and between ADP TotalSource, Inc. and Neuron Fuel, Inc.
2. Retirement Savings Plan Adoption Agreement dated as of 1/1/2022 by and between ADP TotalSource, Inc. and Neuron Fuel, Inc.
3. Business insurance issued by Vouch Insurance Services LLC in favor of Neuron Fuel, Inc.
4. Business insurance issued by Philadelphia Insurance in favor of Neuron Fuel, Inc.
5. Business insurance issued by Hartford Insurance in favor of Neuron Fuel, Inc.
6. Payroll and benefits services provided by:
 - a. Optum (HSA)
 - b. Allied Delta (Vision & Dental)
 - c. Kaiser Group (Health)
 - d. United Healthcare (Health)
7. The Bill.com account of Seller which relates to Neuron Fuel.
8. All Seller Employee Benefit Plans.

Schedule 2.04

Excluded Liabilities

1. Any amounts owed by the Debtors to any of the following parties on account of services provided prior to the Trustee Appointment Date:
 - a. Epic! Creations, Inc.
 - b. TeamWorks, Inc.
 - c. Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
 - d. BYJU's Inc. and its affiliates
 - e. Littler Mendelson P.C.
2. Any Liabilities of Neuron Fuel, the Estate or Seller related to Seller Employee Benefit Plans.
3. Any obligations of Neuron Fuel, the Estate or Seller due under the DIP Credit Agreement.
4. Any amounts owed by Neuron Fuel, the Estate or Seller to any of the Lenders.
5. Any intercompany debt between Neuron Fuel and Affiliates.
6. Any other indebtedness for borrowed money of the Debtors.

Schedule 4.03

No Conflicts; Consents

On March 12, 2025, the Trustee filed and served the *Second Notice To Counterparties To Potentially Assumed And Assigned Executory Contracts And Unexpired Leases Regarding Cure Amounts And Possible Assignment To The Successful Bidder At Auction*. [D.I. 560] On April 17, 2025, the Trustee filed and served the *Fourth Notice To Counterparties To Potentially Assumed And Assigned Executory Contracts And Unexpired Leases Regarding Cure Amounts And Possible Assignment To The Successful Bidder At Auction* [D.I. 636].

Pursuant to paragraphs 12 of the Bidding Procedures Order, the counterparties to the Material Contracts were required to assert any objections to the potential assumption and assignment of their respective contracts by March 24, 2025 (for those included in the second notice) or April 17, 2025 (for those included in the fourth notice) to avoid being “forever barred and estopped from objecting to . . . the assumption and assignment of that party’s executory contract or unexpired lease . . . whether applicable law excuses such counterparty from accepting performance by, or rendering performance to, the Successful Bidder, as applicable, for purposes of section 365(c)(1) of the Bankruptcy Code[.]” [D.I. 474]

None of the counterparties to the Material Contracts filed a timely objection disputing the Trustee’s ability to assume and assign the Material Contracts to the Successful Bidder without such counterparty’s consent. Thus, based on the above-referenced language in paragraph 12 of the Bidding Procedure Order, the Trustee does not believe she requires any further consent from the applicable counterparties to the assumption and assignment of the Material Contracts to the Successful Bidder.

Schedule 4.05(a)

Assigned Intellectual Property Assets

- (a) The Intellectual Property Registrations in Disclosure Schedule 2.01(d)(i) are hereby incorporated by reference.

Schedule 4.05(c)**Intellectual Property Disputes****1. Voizzit Litigation:**

During the initial weeks after the Trustee was appointed, between late September and mid-November 2024, certain unauthorized employees of the Debtors and their foreign affiliates used their legacy administrative credentials to transfer control of the Debtors' accounts (and related funds and data) with various technology vendors and payment processors—including Apple Inc., Google LLC, Stripe, Inc., GitHub, Inc., and Cloudflare, Inc.—to United Arab Emirates-based Voizzit Information Technology LLC and its India-based affiliate Voizzit Technology Pvt. Ltd. (together, “**Voizzit**”). While Voizzit took control over such accounts of Epic and Tangible Play for a period of time, it did not take control over Neuron Fuel or its accounts.

In October and November 2024, upon discovering these unauthorized transactions, the Trustee filed several emergency motions and adversary complaints against Voizzit and its principal Rajendran Vellapalath (among others) to enforce the automatic stay. (*See* Bankr. D. I. 244 (concerning the Debtors' Apple accounts); Adv. No. 24-50142 (concerning the Debtors' Stripe account); and Adv. No. 50233 (concerning the Debtors' Google accounts)).

Thereafter, the Bankruptcy Court entered a series of temporary restraining orders, preliminary injunctions, and other orders (a) finding that the Trustee is the rightful owner of, and the only party authorized to possess or control, the Debtors' assets; (b) compelling Voizzit and Vellapalath to return the affected accounts, funds, and data to the Trustee; (c) enjoining Voizzit and Vellapalath from continuing to take any action to exercise ownership or control of any of the Debtors' assets; and (d) imposing monetary sanctions on Voizzit and Vellapalath. (*See* Bankr. D.I. 276; Adv. No. 24-504233, D.I. 14, 36, 39, 94, and 101).

On November 20, 2024, after the Bankruptcy Court ordered Voizzit to relinquish control over the Debtors' property, Voizzit filed suit in India against the Trustee and the India-based subsidiaries of Apple, Google, Microsoft, and certain other internet companies asking the Commercial Court of Ernakulam to bar the Trustee from interfering with Voizzit's access to the Debtors' accounts and property (the “**India Lawsuit**”). In the India Lawsuit, Voizzit claimed it acquired 100% of the equity interests in Epic and Tangible Play (but did not name Neuron Fuel) from their India-based parent company in April 2024 prior to the commencement of the Debtors' chapter 11 cases, and was therefore the rightful owner of Epic's and Tangible Play's intellectual property. Ownership of Epic's and Tangible Play's stock does not give the shareholder ownership of the assets of the corporation.

The Trustee subsequently sought and obtained a preliminary injunction from the Bankruptcy Court directing Voizzit and Vellapalath to dismiss the India Lawsuit and enjoining them from pursuing the claims asserted therein before any other court or

tribunal. (*See* Adv. No. 24-50280, D.I. 20). The Trustee has retained Indian counsel to monitor and represent the Trustee in connection with the India Lawsuit.

Additional information concerning the Voizzit-related proceedings is contained in the Trustee's January 21, 2025 status report. (*See* Adv. No. 24-50233, D.I. 55.)

Schedule 4.06

Legal Proceedings

1. Disclosure Schedule 4.05(c) is hereby incorporated by reference.
2. The following cases, subject to an automatic stay pursuant to the Chapter 11 Cases:
 - (a) *Chong v. Neuron Fuel, Inc.*, Case No. 24CV432739 (Cal. Super. Ct., Santa Clara Cnty.). Kelvin Chong (the co-founder of Neuron Fuel) sued Neuron Fuel, among others, for \$3.94 million in unpaid earnout payments due in installments on 1/5/2023 and 1/5/2024, among other damages. Default was entered against Neuron Fuel on 5/13/2024.
 - (b) *Mandyam v. Neuron Fuel, Inc.*, Case No. 24CV432742 (Cal. Super. Ct., Santa Clara Cnty.). Srinivas Mandyam (the co-founder of Neuron Fuel) sued Neuron Fuel, among others, for \$7.07 million in unpaid earnout payments due in installments on 1/5/2023 and 1/5/2024, among other damages. Default was entered against Neuron Fuel on 5/13/24.
 - (c) *Mitra v. Neuron Fuel, Inc.*, Case No. 24CV434945 (Cal. Super. Ct., Santa Clara Cnty.). Kaustav Mitra (the former Senior Vice President, Tynker for Schools) sued Neuron Fuel and Epic, among others, for \$540,000 in unpaid earnout and performance-based payments, among other damages. The earnout payments were due in installments on 10/1/2022 and 10/2/2023, and the performance-based payments were due in October 2022 and October 2023.
 - (d) *Ortman v. Neuron Fuel, Inc.*, Case No. CGC24613946 (Cal. Super. Ct., San Francisco Cnty.). Tyler Ortman (a former employee) sued Neuron Fuel for \$168,750 for unpaid retention bonuses due in installments on 10/1/2022 and 10/1/2023, among other damages.
 - (e) *Vedati v. Neuron Fuel, Inc.*, Case No. 24CV432743 (Cal. Super. Ct., Santa Clara Cnty.). Krishna Vedati (the co-founder of Neuron Fuel) sued Neuron Fuel, among others, for \$9.67 million in unpaid earnout payments due in installments on 1/5/2023 and 1/5/2024, among other damages. Default was entered against Neuron Fuel on 5/16/2024.

Schedule 4.07

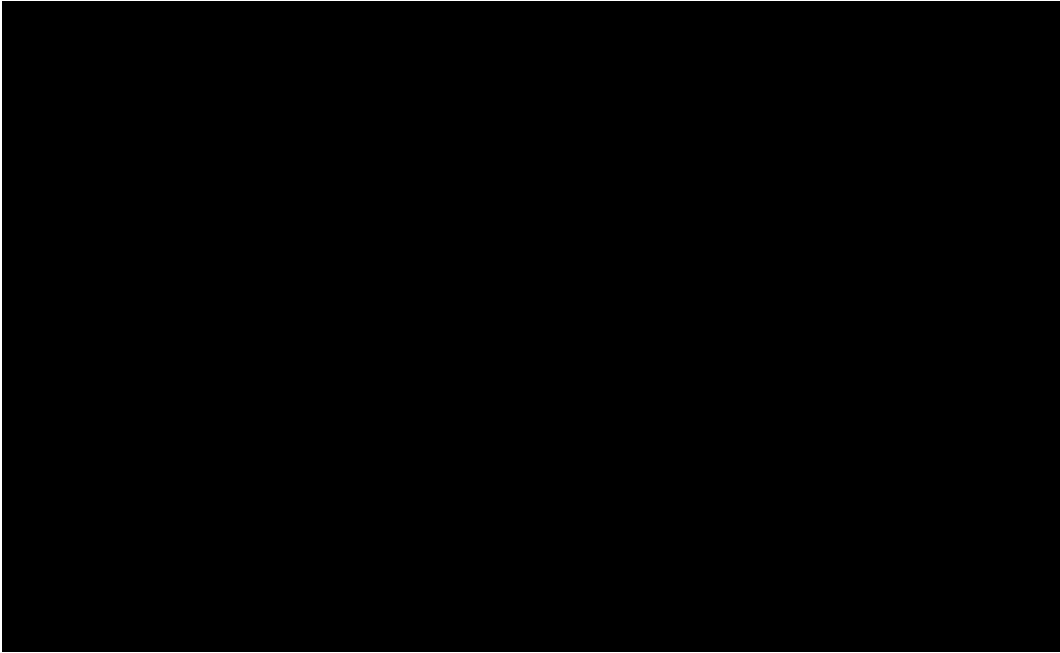
Legal Compliance

1. Disclosure Schedule 4.05(c) and Disclosure Schedule 4.06 are hereby incorporated by reference.

Schedule 4.08



[Redacted]



Schedule 4.09

Taxes

1. All applicable Taxes which have become due, and all Tax Returns which have been required to be filed, in each case since the Trustee Appointment Date (September 23, 2024), have been timely paid and filed, respectively; however, Neuron Fuel may not be in compliance with certain prior Tax obligations related to sales taxes from 2019 through the Trustee Appointment Date, and the Trustee's review of prior Taxes is ongoing.

Schedule 6.06

Conduct of Business Prior to Closing

None.