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Proposed Attorneys for the Debtors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

<p>In re:</p> <p>PolarityTE, Inc., a Delaware corporation</p> <p style="text-align: center;">Debtor</p>	<p>Case No. 23-bk-22358-KRA</p> <p>Case No. 23-bk-22360-KRA</p> <p>Case No. 23-bk-22361-KRA</p>
<p>In re:</p> <p>PolarityTE, MD Inc., a Nevada corporation</p> <p style="text-align: center;">Debtor</p>	<p>Chapter 11</p> <p>Judge Kevin R. Anderson</p>
<p>In re:</p> <p>PolarityTE, Inc., a Nevada corporation</p> <p style="text-align: center;">Debtor</p>	<p style="text-align: center;">THIS NOTICE RELATES TO ALL DEBTORS¹</p>

**NOTICE OF THE DEBTORS' INTENT TO ASSUME AND ASSIGN
CERTAIN LEASES AND EXECUTORY CONTRACTS AND FIXING
OF CURE AMOUNTS**

¹ The Debtors in these jointly administered chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are PolarityTE, Inc. (9524); PolarityTE MD, Inc. (1555); and PolarityTE, Inc. (6882). The location of the Debtors' service address is 1960 S. 4250 W., Salt Lake City, UT 84104.



PLEASE TAKE NOTICE that, on June 6, 2023, the above-captioned debtors and debtors in possession (each a “**Debtor**” and collectively the “**Debtors**”) filed a motion seeking approval of, among other things (a) bid procedures (the “**Bid Procedures**”) in connection with the sale of substantially all of the Debtors’ assets (the “**Acquired Assets**”); (b) procedures to determine cure amounts and deadlines for objections to certain contracts and leases to be assumed and assigned by the Debtors; and (c) related relief (the “**Bid Procedures Motion**”) with the United States Bankruptcy Court for the District of Utah (the “**Bankruptcy Court**”). By order dated June 16, 2023 (ECF 41), the Bankruptcy Court approved the Bid Procedures and the Bid Procedures Motion (the “**Bid Procedures Order**”). A copy of the Bid Procedures Order is attached as Annex 2 hereto.²

PLEASE TAKE FURTHER NOTICE, that at a hearing on July 27, 2023, at 9:00 a.m. prevailing Utah time) (the “**Sale Hearing**”), the Debtors intend to seek approval of the sale of the Acquired Assets free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon to the maximum extent permitted by section 363 of the Bankruptcy Code (the “**Sale**”) to a bidder submitting the highest, best or otherwise financially superior offer at the Auction (the “**Successful Bidder**”) pursuant to the terms of a purchase agreement with the Successful Bidder (the “**APA**” or “**Agreement**”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the cure procedures required under the Bankruptcy Code, at the Sale Hearing, the Debtors intend to seek the Bankruptcy Court’s approval to assume and assign certain unexpired leases and executory contracts (collectively, the “**Assumed Contracts**”) to the Successful Bidder under section 365 of the Bankruptcy Code. You have been identified as a party to an Assumed Contract that the Debtors may seek to assume and assign. The Assumed Contract with respect to which you have been identified as a non-debtor party, the corresponding proposed cure amount (the “**Cure Amount**”), is attached as Annex 1 hereto.

PLEASE TAKE FURTHER NOTICE that, the Debtors believe that any and all defaults (other than the filing of the Chapter 11 Cases) and actual pecuniary losses under the Assumed Contract can be cured by the payment of the Cure Amount under section 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, any party objecting to (a) any Cure Amount and/or (b) the proposed assumption and assignment of any Assumed Contract in connection with the Sale must file with the Bankruptcy Court and serve an objection (a “**Contract Objection**”), in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied with respect to the Assumed Contract, and/or any and all objections to the potential assumption and assignment of such agreement, together with all documentation supporting such cure claim or objection objecting to the proposed sale must file an objection so that it is received no later than July 18, 2023, at 5:00 p.m. (prevailing Utah time) (the “**Contract Objection Deadline**”) by filing such objection with the Bankruptcy Court and sending such objection to (1) counsel to the Debtors, **PARSONS BEHLE & LATIMER**, 201 S. Main St., Ste 1800,

² Capitalized terms used but otherwise not defined herein shall have the meanings ascribed to them in the Bid Procedures Motion.

Salt Lake City, Utah 84111 (Attn: Brian M. Rothschild, Esq.) and brothschild@parsonsbehle.com; (2) the Office of the United States Trustee, 405 So. Main Street, Suite 300, Salt Lake City, UT 84111 (Attn: United States Trustee). Unless a Contract Objection is timely filed and served, the assumption, sale and assignment of the applicable Assumed Contract will proceed without further notice.

PLEASE TAKE FURTHER NOTICE that, if no Cure Amount is due under the Assumed Contract, and the non-debtor party to such agreement does not otherwise object to the applicable Debtor's assumption, sale and assignment of such agreement, no further action need to be taken on the part of that non-debtor party.

PLEASE TAKE FURTHER NOTICE that, any person or entity receiving this Notice that fails to file an objection on a timely basis (a) shall be forever enjoined and barred from seeking any additional amount on account of the applicable Debtor's cure obligations under section 365 of the Bankruptcy Code or otherwise from the applicable Debtor, its estate, or the Successful Bidder on account of the assumption and assignment of such executory contract or unexpired lease and deemed to have consented to the proposed assumption and assignment; and (b) upon approval by the Bankruptcy Court of the assignment to the Successful Bidder of the Assumed Contracts, shall be deemed to have waived any right to object, consent, condition or otherwise restrict any such assumption and assignment.

PLEASE TAKE FURTHER NOTICE that, a hearing on Contract Objections may be held (a) at the Sale Hearing, or (b) at such other date prior to or after the Sale Hearing as the Bankruptcy Court may designate upon request by the Debtors.

PLEASE TAKE FURTHER NOTICE that, the Debtors' decision to assume and assign the Assumed Contracts is subject to the Bankruptcy Court's approval and consummation of the Sale. Absent consummation of the Sale, each Assumed Contract shall not be deemed either assumed or assigned and shall in all respects be subject to further administration under the Bankruptcy Code. The designation of any agreement as an Assumed Contract shall not constitute or be deemed to be a determination or admission by any Debtor or the Successful Bidder that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

PLEASE TAKE FURTHER NOTICE that, the Debtors reserve the right to remove any Assumed Contract from any proposed asset sale and to withdraw the request to assume and assign any such Assumed Contract.

DATED June 20, 2023.

PARSONS BEHLE & LATIMER

/s/ Brian M. Rothschild

J. Thomas Beckett

Brian M. Rothschild

Darren Neilson

Proposed Attorneys for the Debtors

Annex 1

Table of Executory Contracts and Cure Amounts

Name	Executory Contract	Cure Amount
1960 South 4250 West LLC 1960 South 4250 West Salt Lake City, UT 84111	Lease Agreement dated November 30, 2022	\$0.00
The U.S. Department of Veterans Affairs, a Federal government agency, as represented by VA North Texas Healthcare System 3720A Rockledge Dr. Bethesda, MD 20817	Phase III Clinical Trial Cooperative Research and Development Agreement dated October 6, 2022	\$0.00
The U.S. Department of Veterans Affairs, a Federal government agency, as represented by VA North Texas Healthcare System 3720A Rockledge Dr. Bethesda, MD 20817	Phase III Clinical Trial Cooperative Research and Development Agreement dated October 12, 2022	\$0.00
University of Texas System 210 West 7th Street Austin, TX 78701-2982	Clinical Trial Agreement dated June 29, 2022	\$0.00
Felix Signal 3333 Wilshire Blvd STE 500 Los Angeles, CA 90010	Clinical Trial Agreement dated March 16, 2022	\$0.00
Royal Research Corp. 3911 Hollywood Blvd STE 105 Hollywood, FL 33021	Clinical Trial Agreement dated June 27, 2022, as amended by Clinical Trial Agreement Addendum No. 1 dated December 16, 2022	\$0.00
Pharmakon Medical Research 342 Van Buren Road Barnesville, GA 30204	Clinical Trial Agreement dated April 27, 2022	\$0.00
New Hope Podiatry Group 3616 1st St. Los Angeles, CA 90063	Clinical Trial Agreement dated February 16, 2022, as amended by Clinical Trial Agreement Amendment No. 1 dated January 25, 2023	\$0.00

Name	Executory Contract	Cure Amount
Norwell Health, Inc. 463 Willis Ave Williston Park, NY 11596	Clinical Trial Agreement dated June 2, 2022	\$0.00
Lower Extremity Institute for Research and Therapy, LLC 5480 Mission Hills Dr. Canfield, OH 44406	Clinical Trial Agreement dated March 2, 2022, as amended by Clinical Trial Agreement Amendment No. 1 dated September 28, 2022	\$0.00
Limb Preservation Platform, Inc. 6215 Fresno St. Unit 108 Fresno, CA 93710	Clinical Trial Agreement dated January 10, 2022, as amended by Clinical Trial Agreement Addendum No. 1 dated December 16, 2022	\$0.00
Icahn School of Medicine at Mount Sinai 1 Gustave L. Levy Pl New York, NY 10029	Clinical Trial Agreement dated June 8, 2022	\$0.00
Gateway Clinical Trials 4600 Memorial Drive Building A, Suite 100 O Fallon, IL 62269	Clinical Trial Agreement dated June 22, 2022, as amended by Clinical Trial Agreement Addendum No. 1 dated December 16, 2022	\$0.00
Futuro Clinical Trials, LLC 900 Lindberg Ave McAllen, TX 78501	Clinical Trial Agreement dated April 8, 2022, as amended by Clinical Trial Agreement Addendum No. 1 dated December 16, 2022	\$0.00
Foot & Ankle Consulting 4 S. Main St. Saint George, UT 84770	Clinical Trial Agreement dated June 4, 2022, as amended by Clinical Trial Agreement Addendum No. 1 dated December 16, 2022	\$0.00
Clinical Research Medical Center, LLC 2020 Wellness Wy Suite 206 Las Vegas, NV 89106	Clinical Trial Agreement dated April 14, 2022	\$0.00
Boston Medical Center Corporation One Boston Medical Center Pl Boston, MA 02118	Clinical Trial Agreement dated July 12, 2022	\$0.00

Name	Executory Contract	Cure Amount
Baylor Research Institute D/B/A Baylor Scott & White Research Institute 3434 Live Oak St STE 201 Dallas, TX 75204	Clinical Trial Agreement dated November 22, 2022	\$0.00
Barry University, Inc. Robert J. Snyder, DPM 16800 NW 2nd Ave STE 202 North Miami Beach, FL 33169	Clinical Trial Agreement dated June 22, 2022	\$0.00
Alira Health Clinical, LLC 1 Grant Framingham St STE 400 Framingham, MA 01702	Master Services Agreement dated April 22, 2021	\$274,344.46
Accenture International Limited 1 Grand Canal Square Dublin, Ireland, D02 P820,	Accenture Regulatory Lifecycle Management Solution dated August 25, 2022	\$0.00
Millipore Sigma 400 Summit Dr Burlington, MA 01803	General Terms and Conditions of Sale dated April 18, 2018	\$0.00
Ingenious Packing Inc, ULC 555 9000 S Sandy, UT 84070	Litho Flexo Grafics (formerly Ingenious Packing) Terms & Conditions dated December 20, 2019	\$0.00
Qiagen, LLC 19300 Germantown Rd Germantown, MD 20874	General Terms and Conditions for Support Agreements dated February 17, 2020	\$0.00
Qiagen Inc. 19300 Germantown Rd Germantown, MD 20874	General Terms and Conditions for Support Agreements	\$0.00
DJB Gas Services, Inc. 1177 S. Swaner Rd Salt Lake City, UT 84104	Product Supply Agreement dated February 4, 2019	\$0.00
Design Space Inpharmatics, LLC PO Box 532 Harleysville, PA 19438	Work Order Number 2021-001 dated August 19, 2021	\$0.00

Name	Executory Contract	Cure Amount
Design Space InPharmatics, LLC PO Box 532 Harleysville, PA 19438	Master Service Agreement dated August 19, 2021	\$0.00
Charles River Laboratories, Inc. 251 Ballardvale St. Wilmington, MA 01887	Microbial Solutions Products and Services Purchase Agreement dated January 26, 2021	\$0.00
bioMerieux, Inc. 100 Rofolphe St. Durham, NC 27712	Service Agreement Quotation dated May 7, 2021 and General Service Terms dated December 18	\$0.00
Isomeix Operations, Inc. 5960 Heisley Rd Mentor, OH 44060	Terms and Conditions of Processing dated February 12, 2018	\$0.00
STERIS 9120 South 150 East Sandy, UT 84070	Non-Sterile Shipping Agreement dated April 10, 2018	\$0.00
Sophos Limited The Pentagon, Abingdon Science Park Abingdon, OX14 3YP, United Kingdom,	Sophos End User Terms of Use dated July 14, 2022	\$0.00
McMaster-Carr Supply Company 600 N County Line Rd Elmhurst, IL 60126	Terms and Conditions of Use and Sale of the Privacy Policy dated August 16, 2022	\$0.00
Nelson Labs 6280 S Redwood Rd Salt Lake City, UT 84123	Sales Quote dated December 17, 2019 and Customer Service Terms and Conditions dated October 21, 2019	\$557.00
Intellicure, Inc. 2700 Research Forest Dr. Spring, TX 77381	Master Services Agreement dated April 6, 2021	\$0.00
Pacific Office Automation 1325 W 2200 S Salt Lake City, UT 84119	Total Solutions Agreement dated September 23, 2021	\$0.00
Pitney Bowes 3001 Summer Street Stamford, CT 06926	Lease Agreement dated February 4, 2021 and Pitney Bowes Terms version 9/20	\$0.00

Name	Executory Contract	Cure Amount
Flexential 11900 East Cornell Avenue Building B, 3rd Floor Aurora, CO 80014	Master Services Agreement dated July 30, 2020	\$0.00
BioIVT, LLC 123 Frost St STE 115 Westbury, NY 11590	Terms and Conditions of Sale applicable to all purchase orders with PolarityTE Md, Inc., and any such purchase order	\$0.00
Box, Inc. 900 Jefferson Ave Redwood City, CA 94063	Service Order effective May 31, 2019, including Box Service Agreement (v05242018US), and Box Direct Service Order 2023.04.20	\$0.00
CenturyLink Sales Solutions Inc. 100 Centurylink Dr Monroe, LA 71203	CenturyLink Total Advantage Express – Agreement dated December 20, 2018, including CenturyLink Terms and Conditions	\$2,046.18
RyanTech 3324 E Ray Rd Higley, AZ 85236	RyanTech Cloud Services Agreement, for Microsoft Cloud Solutions	\$0.00
LinkSquares, Inc. 60 State St Boston, MA 02109	Order Form effective January 29, 2022, including SAAS Agreement Terms of Service	\$0.00
Molecular Devices Product 3860 N. First Street San Jose, CA 95134	Maintenance & Repair Agreement Terms – US – March 20, 2017	\$0.00
Murgitroyd & Company 1231 Franklin Square, Suite #300, Santa Clara, CA 95050	Letter of Engagement dated January 18, 2018, and the Addendum dated January 30, 2018	\$0.00
Netwrix Corporation 300 Spectrum Center Dr STE 200 Irvine, CA 92618	Price Quote dated March 10, 2023 and Netwrix Corporation End User License Agreement	\$0.00
Eurofins EAG Materials Science, LLC / Eurofins EAG Engineering Science, LLC 3350 Scott Blvd Bldg 36 Santa Clara, CA 95054	Terms & Conditions for Eurofins Materials Science, LLC and Eurofins EAG Engineering Science, LLC	\$0.00

Name	Executory Contract	Cure Amount
Suburban Propane 3245 2100 S Salt Lake City, UT 84119	Propane On-Site Fill/Cylinder Exchange Agreement dated July 5, 2018	\$0.00
Verizon Wireless PO Box 660 108 Dallas, TX 75266-0108	Major Account Agreement dated December 13, 2017	\$969.34
Fisher Scientific Company L.L.C. PO Box 1768 Pittsburgh, PA 15275	Laboratory & Safety Supply Purchase Agreement dated June 12, 2018	\$0.00
N-able Solutions ULC 30 Corporate Dr. STE 400 Burlington, MA 01803	Sales Order 10-2022; Software Services Agreement; Software Support and Maintenance Terms and Conditions; End User License Agreement	\$0.00
Atilekt, Inc. DBA Exess Logic 47911 Westinghouse Dr. Fremont, CA 94539	Retail Surplus Equipment/Inventory Remarketing Agreement dated October 14, 2022	\$0.00
Medline Industries, Inc. 1820 S 5200 W Salt Lake City, UT 84104	Custom Tray/Module Agreement effective January 8, 2020	\$0.00
Medline Industries, Inc. 1820 S 5200 W Salt Lake City, UT 84104	Corporate Program Supply Agreement effective July 1, 2018	\$0.00
Azzur Group, LLC 330 S. Warminster Rd STE 341 Hatboro, PA 19040	Master Service Agreement dated November 16, 2021	\$0.00
Equisolve, Inc. 2455 E Sunrise Blvd Fort Lauderdale, FL 33304	Equisolve Website Import Proposal – Agreement dated September 16, 2019; Equisolve Service Agreement dated July 1, 2022	\$0.00
Ace Recycling & Disposal 2274 South Technology Road West Valley City, UT 84129	Ace Service Agreement dated December 21, 2017	\$0.00
AWS Organizations 410 Terry Avenue North Seattle, WA 98109-5210	AWS Customer Agreement dated November 1, 2018; AWS Service Terms dated December 20, 2018, AWS Organizations Business Associate Addendum; AWS Artifact Nondisclosure Agreement	\$0.00

Name	Executory Contract	Cure Amount
Clean Harbors 42 Longwater Drive PO Box 9149 Norwell, MA 02061-9149	Purchase Order Terms and Conditions; any pending Purchase Orders	\$0.00
Compliance Group, Inc. 1512 Artaius Pkwy Suite #205, Libertyville, IL 60048	SOW Quality Consulting dated August 10, 2022	\$0.00
Augustin Training & Consulting UG Bredengrund 15, 21149 Hamburg, Germany	Agreement on the use of a scientific questionnaire dated March 16, 2022	\$0.00
DocuSign, Inc. 221 Main St STE 1550 San Francisco, CA 94105	DocuSign Order Form dated March 20, 2023; DocuSign Master Services Agreement	\$0.00
GradCo LLC 20 University Rd # 5 Cambridge, MA 02138	Gradient Consulting Agreement dated March 11, 2022	\$0.00
Life Technologies Corporation 5781 Van Allen Way, Carlsbad, CA 92008	Instrument Services Terms and Conditions; any pending Instrument Services	\$0.00
Luminex 12212 Technology Blvd Suite 130. Austin, TX 78727	Service Agreement dated January 29, 2020	\$0.00
MasterControl 6350 S 3000 E Salt Lake City, UT 84121	Quote dated October 29, 2021 and related Master Agreement; MasterControl SAAS Service Level Terms dated October 19, 2017	\$0.00
Microsoft One Microsoft Way Redmond, WA 98052	Microsoft Volume Licensing Agreement dated December 31, 2020	\$0.00
ProtoLabs 5540 Pioneer Creek Dr Maple Plain, MN 55359	Quote dated February 5, 2020	\$0.00
Shred-it USA LLC 11311 Cornell Park Drive, Suite 125 Blue Ash, OH 45242	Customer Service Agreement dated April 12, 2017	\$0.00

Name	Executory Contract	Cure Amount
Sprague Pest Solutions 930 Jewell Ave, Salt Lake City, UT 84104	Service Agreement dated December 4, 2018	\$0.00
Adobe, Inc. Adobe Value Incentive Plan 345 Park Ave. San Jose, CA 95110	Adobe Sales Order dated May 27, 2022, including the Adobe Value Incentive Plan Terms and Conditions and Adobe General Terms and Conditions	\$0.00
Uppsala Monitoring Centre 7 Bredgränd, Uppsala, Uppsala, 751 40, Sweden	License Agreement dated February 18, 2022	\$0.00
Anand R. Kumar MD 613 Stephenson Avenue Suite 101 Savannah, GA 31405	Consulting Agreement dated February 9, 2017	\$0.00
Vicente Planelles 1931 S. Wyoming St Salt Lake City, UT 84108	Confidentiality & Nondisclosure Agreement dated June 1, 2021	\$0.00
Phil Bunker c/o Integral Systems Design, LLC 1966 Shadow Wood Dr. Lehi, UT 84043	Confidentiality & Nondisclosure Agreement dated May 1, 2017	\$0.00
PeriShip, LLC 265 E Main St Branford, CT 06405	Confidentiality & Nondisclosure Agreement dated August 6, 2018	\$0.00
Lower Extremity Institute for Research and Therapy, LLC 5480 Mission Hills Dr. Canfield, OH 44406	Confidentiality & Nondisclosure Agreement dated September 10, 2021	\$0.00
Jason R. Miller, DPM, FACFAS 300 Springhouse Dr. Collegeville, PA 19426	Confidentiality & Nondisclosure Agreement dated July 29, 2021	\$0.00
Design Space Inpharmatics, LLC PO Box 532 Harleysville, PA 19438	Confidentiality & Nondisclosure Agreement dated July 27, 2021	\$0.00
Xpediant Solutions Group, Ltd. 5444 Westheimer Rd Suite 1000, Houston, TX 77056	Confidentiality & Nondisclosure Agreement dated September 25, 2018	\$0.00

Name	Executory Contract	Cure Amount
Workiva, Inc. 2900 University Blvd, Ames, Iowa, 50010	Mutual Non-Disclosure Agreement dated May 20, 2019	\$0.00
Velocity Clinical Research, Inc. 3590 9000 S #300, West Jordan, UT 84088	Confidentiality & Nondisclosure Agreement dated July 29, 2021	\$0.00
USA Couriers, Inc. 1320 Centre St, #202 Newton, MA 02459	Confidentiality & Nondisclosure Agreement dated August 22, 2018	\$0.00
Sultan Bin Abdulaziz Humanitarian City 13571 King Fahd Rd Banban, Saudi Arabia,	Confidentiality & Nondisclosure Agreement dated August 4, 2019	\$0.00
US Foot and Ankle Specialist 1561 W 7000 S, #201 West Jordan, UT 84084	Confidentiality & Nondisclosure Agreement dated April 3, 2023	\$0.00
TokBox, Inc. 501 2nd St San Francisco, CA 94107	Mutual Nondisclosure Agreement dated March 28, 2018	\$0.00
Stemson Therapeutics Corp. 3550 General Atomics Ct. San Diego, CA 92121	Confidentiality & Nondisclosure Agreement dated May 6, 2021	\$0.00
Specialty Manufacturing, Inc. 12875 Minuteman Dr. Draper, UT 84020	Confidentiality & Nondisclosure Agreement dated July 27, 2021	\$0.00
Srinivas M. Susarla, DMD, MD 4800 Sand Point Way NE Seattle, WA 98105	Confidentiality & Nondisclosure Agreement dated []	\$0.00
Department of Veterans Affairs located at Salt Lake City Health Care System 500 Foothill Boulevard Salt Lake City, UT 84148	Two-Way Confidential Disclosure Agreement dated August 6, 2021	\$0.00
Felix Sigal, D.P.M, PC 3333 Wilshire Blvd STE 500 Los Angeles, CA 90010	Confidentiality & Nondisclosure Agreement dated July 23, 2021	\$0.00

Name	Executory Contract	Cure Amount
Resonetics, LLC 26 Whipple St. Nashua, NH 03060	Confidentiality & Nondisclosure Agreement dated December 22, 2021	\$0.00
Protective Industries, Inc. 28 Liberty Street New York, NY	Confidentiality & Nondisclosure Agreement dated February 1, 2021	\$0.00
Poretta & Orr, Inc. 450 East Street Doylestown, PA 18901	Confidentiality & Nondisclosure Agreement dated dated February 24, 2017	\$0.00
ProcessWeaver, Inc. 2600 N Central Expy Richardson, TX 75082	Confidentiality & Nondisclosure Agreement dated October 12, 2018	\$0.00
PolyMedics Innovations 15D Heerweg 73770 Denkendorf, Germany,	Confidentiality & Nondisclosure Agreement dated March 6, 2019	\$0.00
Dr. Orlando Cedeno 4601 Military Trail Jupiter, FL 33458	Confidentiality & Nondisclosure Agreement dated January 20, 2022	\$0.00
Paul Dishman, Ph.D. 1369 E 440 N Provo, UT 84606	Confidentiality & Nondisclosure Agreement dated April 24, 2017	\$0.00
Pacira Pharmaceuticals, Inc., wholly owned subsidiary of Pacira Pharmaceuticals, Inc. 5 Sylvan Way Parsippany, NJ 07054	Mutual Confidentiality Agreement dated January 1, 2018	\$0.00
nScript Inc. 12151 Research Pkwy Orlando, FL 32826	Confidentiality & Nondisclosure Agreement dated	\$0.00
New Hope Podiatry Group 3616 1st St. Los Angeles, CA 90063	Confidentiality & Nondisclosure Agreement dated July 28, 2021	\$0.00
New England Medical Specialties 21 Commerce Dr. North Branford, CT 06471	Confidentiality & Nondisclosure Agreement dated January 14, 2019	\$0.00

Name	Executory Contract	Cure Amount
Nelson Laboratories, LLC 6280 S. Redwood Rd Salt Lake City, UT 84123	Confidentiality & Nondisclosure Agreement dated April 18, 2018	\$0.00
MicroCures, Inc. 1300 Morris Park Ave RM 726 Bronx, NY 10461	Confidentiality & Nondisclosure Agreement dated March 6, 2019	\$0.00
Microtrac MRB 3230 N. Susquehanna Trail York, PA 17406	Confidentiality & Nondisclosure Agreement dated April 1, 2021	\$0.00
My Receptionist, Inc. 800 Wisconsin St. STE 410 Eau Claire, WI 54703	Confidentiality & Nondisclosure Agreement dated July 11, 2018	\$0.00
Medical Minds, Inc. 7923 Modern Oasis Dr. San Diego, CA 92108	Confidentiality & Nondisclosure Agreement dated April 13, 2018	\$0.00
Matt Wunderli c/o Publisher Arts 10 W 100 South, #602 Salt Lake City, UT 84117	Confidentiality & Nondisclosure Agreement dated May 1, 2017	\$0.00
Malvern Instruments Inc 3400 Computer Dr STE 2100 Westborough, MA 01581	Confidentiality & Nondisclosure Agreement dated September 21, 2017	\$0.00
Limb Preservation Platform, Inc. 6215 Fresno St. Unit 108 Fresno, CA 93710	Confidentiality & Nondisclosure Agreement dated July 28, 2021	\$0.00
LifeSprout Bio 101 W. Dickman St STE 900 Baltimore, MD 21230	Confidentiality & Nondisclosure Agreement dated October 17, 2017	\$0.00
KLS Martin, L.P. 1 Kls Martin Platz, Tuttlingen Baden-Wuerttemberg, Germany,	Reciprocal Confidential Disclosure Agreement dated February 25, 2019	\$0.00

Name	Executory Contract	Cure Amount
Kent State University 800 E. Summit St Kent, OH 44240	Confidentiality & Nondisclosure Agreement dated March 3, 2011	\$0.00
Jonathan Buckendorf 470 S 1300 E Apt. 404 Salt Lake City, UT 84102	Confidentiality & Nondisclosure Agreement dated June 1, 2021	\$0.00
ICIN Scientific Bureau Alqadisiah, Quarter 602 Alley 11, Building 25 Baghdad, Iraq,	Confidentiality & Nondisclosure Agreement dated May 6, 2019	\$0.00
Jacob Rothwell 234 Gaywood Rd Baltimore, MD 21212-1709	Confidentiality & Nondisclosure Agreement dated December 29, 2016	\$0.00
Innovive, LLC 10019 Waples Ct San Diego, CA 92121	Confidentiality & Nondisclosure Agreement dated May 3, 2018	\$0.00
Icahn School of Medicine at Mount Sinai 1 Gustave L. Levy Pl, New York, NY 10029	Confidentiality & Nondisclosure Agreement dated August 20, 2021	\$0.00
The Henry M. Jackson Foundation for the Advancement of Military Medicine, Inc., Uniformed Services University of the Health Sciences 3720A Rockledge Dr. Bethesda, MD 20817	Confidential Information Nondisclosure Agreement dated August 30, 2019	\$0.00
Gateway Clinical Trials, LLC 11710 Old Ballas Rd Unit 110 Saint Louis, MO 63141	Confidentiality & Nondisclosure Agreement dated November 17, 2021	\$0.00
Futuro Clinical Trials, LLC 900 Lindberg Ave McAllen, TX 78501	Confidentiality & Nondisclosure Agreement dated November 17, 2021	\$0.00
Erin Larragoite 1227 E Brickyard Rd Apt. 205 Salt Lake City, UT 84106	Confidentiality & Nondisclosure Agreement dated June 1, 2021	\$0.00

Name	Executory Contract	Cure Amount
Eagle Analytical 11111 S. Wilcrest Dr. S1000 Houston, TX 77099	Confidentiality & Nondisclosure Agreement dated May 6, 2021	\$0.00
Emily Innis 768 E 900 S, Apt 4 Salt Lake City, UT 84105	Confidentiality & Nondisclosure Agreement dated June 1, 2021	\$0.00
Elizabeth Williams 845 W 1300 S Salt Lake City, UT 84104	Confidentiality & Nondisclosure Agreement dated June 1, 2021	\$0.00
Doctors Research Network 7000 SW 62nd Ave Miami, FL 33143	Confidentiality & Nondisclosure Agreement dated July 29, 2021	\$0.00
Devin O'Brien-Coon 917 S Caroline St Baltimore, MD 21231-3344	Confidentiality & Nondisclosure Agreement dated December 4, 2016	\$0.00
Curline, Inc. 6001 E. Columbus Dr. Tampa, FL 33619	Confidentiality & Nondisclosure Agreement dated June 28, 2018	\$0.00
David Wellman 9303 N 4500 W Pleasant Grove, UT 84062	Confidentiality & Nondisclosure Agreement dated April 24, 2017	\$0.00
Datatrak International, Inc. 5900 Landerbrook Dr. STE 170 Cleveland, OH 44124	Mutual Non-Disclosure and Confidentiality Agreement dated May 10, 2021	\$0.00
China Smart IP 1414, 14FL-1st Office Building , Henders Jianguomennei Ave. Dongheng District Beijing, PRC, 100005,	Confidentiality & Nondisclosure Agreement dated August 12, 2021	\$0.00
Clinical Trials of Texas, LLC 5430 Fredericksburg Rd San Antonio, TX 78229	Confidentiality & Nondisclosure Agreement dated March 21, 2021	\$0.00

Name	Executory Contract	Cure Amount
Clinical Research Associates of Central PA, LLC 1616 E Pleasant Valley Blvd Altoona, PA 16602	Confidentiality & Nondisclosure Agreement dated September 27, 2021	\$0.00
Chris Mismash 104 Kemp Rd W Greensboro, NC 27410	Confidentiality & Nondisclosure Agreement	\$0.00
Central Research Associates, Inc. 2660 10th Ave S. Birmingham, AL 35205	Confidentiality & Nondisclosure Agreement dated November 16, 2021	\$0.00
Center for Clinical Research Inc. 5450 S Green St, Salt Lake City, UT 84123	Confidentiality & Nondisclosure Agreement dated August 11, 2021	\$0.00
Cedar Health Research, LLC Three Forest Plaza 12221 Merit Drive STE 350 Dallas, TX 75251	Confidentiality & Nondisclosure Agreement dated November 16, 2021	\$0.00
Cannae Partners, LLC 995 Market St San Francisco, CA 94103	Confidentiality & Nondisclosure Agreement dated January 21, 2021	\$0.00
Carmell Therapeutics Corporation 2403 Sidney St Pittsburgh, PA 15203	Confidentiality & Nondisclosure Agreement dated June 17, 2020, as amended by Amendment No. 1 to Confidentiality & Nondisclosure Agreement dated June 16, 2021	\$0.00
Brock A Liden DPM 210 Sharon Rd STE A Circleville, OH 43113	Confidentiality & Nondisclosure Agreement dated July 27, 2021	\$0.00
Boyne Biotechnology Consulting 6608 Rodgers Drive Willowbrook, IL 60527	Confidentiality & Nondisclosure Agreement dated April 9, 2021	\$0.00
BioTechLogic, Inc. 717 Indian Rd Glenview, IL 60025	Confidentiality & Nondisclosure Agreement dated November 23, 2021	\$0.00
Boston Medical Center Corporation One Boston Medical Center Place Boston, MA 02118	Confidentiality & Nondisclosure Agreement dated September 15, 2021	\$0.00

Name	Executory Contract	Cure Amount
Biopharma Informatic, LLC 19255 Park Row Houston, TX 77084	Confidentiality & Nondisclosure Agreement dated January 18, 2022	\$0.00
BCG Acquisitions 537 W 600 S STE 400 Salt Lake City, UT 84101	Confidentiality & Nondisclosure Agreement dated June 14, 2021	\$0.00
Barry University, Inc. 11300 NE 2nd Ave Miami, FL 33161	Confidentiality & Nondisclosure Agreement dated September 11, 2021	\$0.00
Azzur Group, LLC 330 S. Warminster Rd STE 341 Hatboro, PA 19040	Confidentiality & Nondisclosure Agreement dated September 28, 2021	\$0.00
Advanced Foot & Ankle Center 8822 S Redwood Rd Ste E121 West Jordan, UT 84088	Confidentiality & Nondisclosure Agreement dated November 17, 2021	\$0.00
Accenture LLP 161 N. Clark St STE 1100 Chicago, IL 60601	Mutual Nondisclosure Agreement dated August 17, 2020	\$0.00
Accellacare Limited 3 Parkway North Blvd STE 200 Deerfield, IL 60015	Confidentiality & Nondisclosure Agreement dated August 16, 2021	\$0.00
Matthew Pifer, MD 5333 Hollister Ave. Santa Barbara, CA 93111	Confidentiality & Nondisclosure Agreement dated April 10, 2019	\$0.00
44Tools 7640 Commerce Pl, Plain City, OH 43064	Confidentiality & Nondisclosure Agreement dated October 25, 2017	\$0.00
Access Pro Medical LLC 3633 Wheeler Rd, Augusta, GA 30909	Confidentiality & Nondisclosure Agreement dated May 21, 2018	\$0.00

Name	Executory Contract	Cure Amount
Advanced Research Center Inc. 1020 South Anaheim Boulevard, Suite 316, Anaheim, CA 92805	Confidentiality & Nondisclosure Agreement dated March 20, 2018	\$0.00
Alizee Pathology LLC 20 Frederick Rd, Thurmont, MD 21788	Confidentiality & Nondisclosure Agreement dated September 6, 2018	\$0.00
Allergan, Inc. 2525 Dupont Drive, Irvine, CA 92612	Confidentiality & Nondisclosure Agreement dated June 26, 2017	\$0.00
Alta Janitorial 2920 S W Temple St, Salt Lake City, UT 84115	Confidentiality & Nondisclosure Agreement dated January 26, 2018	\$0.00
Analyze Direct, Inc. 7380 W 161st Street Overland Park, KS, 66085	Confidentiality & Nondisclosure Agreement dated March 5, 2018	\$0.00
Angstrom Technology 3509 3 Mile Rd NW STE 3, Grand Rapids, MI 49534	Confidentiality & Nondisclosure Agreement dated January 16, 2018	\$0.00
Annette Bush 2941 S. Charlotte Ave. Boise, ID 83709	Confidentiality & Nondisclosure Agreement dated January 4, 2018	\$0.00
Aquilo Partners, L.P. 601 California St, San Francisco, CA 94108	Confidentiality & Nondisclosure Agreement dated September 14, 2021	\$0.00
AR Intl. LLC 2604b El Camino Real #354, Carlsbad, CA 92008	Confidentiality & Nondisclosure Agreement dated July 30, 2018	\$0.00
Atilla Poka, MD PO Box 684317 Park City, UT 84068-4317	Confidentiality & Nondisclosure Agreement dated January 22, 2019	\$0.00
B.A.P. Manufacturing 601 N Stone St, Fremont, Ohio, 43420	Confidentiality & Nondisclosure Agreement dated February 28, 2018	\$0.00

Name	Executory Contract	Cure Amount
BenTec Medical OpCo, LLC 1380 E Beamer St, Woodland, CA 95776	Confidentiality & Nondisclosure Agreement dated October 17, 2017	\$0.00
bioMerieux, Inc. 100 Rofolphe St. Durham, NC 27712	Confidentiality & Nondisclosure Agreement dated January 10, 2018	\$0.00
Bottom Line Financial Solutions LLC 3900 Birch St # 110, Newport Beach, CA 92660	Confidentiality & Nondisclosure Agreement dated December 1, 2017	\$0.00
Bricelyn H. Strauch 2942 S GLENMARE STREET Salt Lake City, UT 84106	Confidentiality & Nondisclosure Agreement [undated]	\$0.00
Brooks Automation, Inc. 733 N Pastoria Ave, Sunnyvale, CA 94085	Confidentiality & Nondisclosure Agreement dated November 1, 2018	\$0.00
BSA LifeStructures 1600 S. 1st Street, Suite 150 Austin, TX 78704	Confidentiality & Nondisclosure Agreement dated February 12, 2018	\$0.00
Cache Valley Electric 1338 Gustin Rd W, Salt Lake City, UT 84104	Confidentiality & Nondisclosure Agreement dated January 5, 2018	\$0.00
Canfield Scientific, Inc. 4 Wood Hollow Rd, Parsippany-Troy Hills, NJ 07054	Confidentiality & Nondisclosure Agreement dated November 20, 2017	\$0.00
Carl Zeiss Microscopy, LLC One N Broadway, White Plains, NY 10601	Confidentiality & Nondisclosure Agreement dated July 7, 2017	\$0.00
Carl Zeiss Microscopy, LLC One N Broadway, White Plains, NY 10601	Confidentiality & Nondisclosure Agreement dated October 18, 2017	\$0.00
Carl Charles River Laboratories 251 Ballardvale St. Wilmington, MA 01887	Confidentiality & Nondisclosure Agreement dated December 12, 2017	\$0.00
ChiralLogic, LLC 358 Hartford Rd South Orange, NJ, 07079-2433	Confidentiality & Nondisclosure Agreement dated August 30, 2018	\$0.00

Name	Executory Contract	Cure Amount
Coda Technologies 136 S Main St Suite 400, Salt Lake City, UT 84101	Confidentiality & Nondisclosure Agreement dated December 13, 2017	\$0.00
Comparative Biosciences, Inc. 786 Lucerne Dr, Sunnyvale, CA 94085	Confidentiality & Nondisclosure Agreement dated September 6, 2018	\$0.00
Dr. Darik Gamble [No address]	Confidentiality & Nondisclosure Agreement dated September 28, 2017	\$0.00
Steven J. Kavros 17417 54 th St. NE Otsego, MN 55374	Confidentiality & Nondisclosure Agreement dated September 24, 2018	\$0.00
Economics Partners LLC 1999 Broadway Ste 3250, Denver, Colorado, 80202	Confidentiality & Nondisclosure Agreement dated June 12, 2018	\$0.00
Eurofins Lancaster Laboratories, Inc. 2121 South and 3600 West, West Valley City, UT 84119	Mutual Confidentiality Agreement dated January 10, 2022	\$0.00
The Exoro Group, LLC 10 W 100 S Ste 300, Salt Lake City, Utah, 84101	Confidentiality & Nondisclosure Agreement dated September 24, 2018	\$0.00
GE Healthcare 9900 W Innovation Dr, Wauwatosa, WI 53226	Confidentiality & Nondisclosure Agreement [undated]	\$0.00
Glue Advertising 49 West 27th Street, #10E, New York, NY 10001	Confidentiality & Nondisclosure Agreement dated February 19, 2019	\$0.00
Hani Sbitany 1750 Vallejo Street, 602 San Francisco, CA 94123	Confidentiality & Nondisclosure Agreement dated March 5, 2018	\$0.00
Item West 9725 500 W, Sandy, UT 84070	Confidentiality & Nondisclosure Agreement dated January 16, 2018	\$0.00
Jason C. Snyder D.P.M. 1501 W. 6 th St., Suite A Brooklyn, NY 11204	Confidentiality & Nondisclosure Agreement dated September 12, 2018	\$0.00

Name	Executory Contract	Cure Amount
Jamjoom Pharma P.O. Box 6267, Plot No. ME 1:3 Phase-V, Industrial Area Jeddah 21442, Kingdom of Saudi Arabia	Confidentiality & Nondisclosure Agreement dated February 4, 2019	\$0.00
Dr. Jeffrey W. Shupp 110 Irving Street, NW Washington, DC 20010	Confidentiality & Nondisclosure Agreement dated June 19, 2017	\$0.00
Jem Lasers 773 Ames Ave, Milpitas, CA 95035	Confidentiality & Nondisclosure Agreement dated November 11, 2017	\$0.00
Kerecis Limited 2101 Wilson Blvd #900, Arlington, VA 22201	Confidentiality Agreement dated August 26, 2021	\$0.00
KHI Mechanical Services 2630 3270 W, Salt Lake City, UT 84119	Confidentiality & Nondisclosure Agreement dated February 27, 2018	\$0.00
Jeffrey J. Kimbell & Associates Inc. 401 9th St NW UNIT 920, Washington, DC 20004	Confidentiality & Nondisclosure Agreement dated October 31, 2018	\$0.00
Life Technologies Corporation, Inc. 5791 Van Allen Way, Carlsbad, CA 92008	Confidential Disclosure Agreement dated December 1, 2017	\$0.00
Lifecycle Biotechnologies, LP 421 Marti Dr, Cleburne, TX 76033	Confidentiality & Nondisclosure Agreement dated May 18, 2018	\$0.00
The Lockwood Group, LLC 1055 Washington Blvd Ste 620 Stamford, CT, 06901-2218	Confidentiality & Nondisclosure Agreement dated January 14, 2019	\$0.00
Lone Peak Valuation Group 6955 Union Park Center suite 200, Cottonwood Heights, UT 84047	Confidentiality & Nondisclosure Agreement dated June 12, 2018	\$0.00
Mark Granick, MD 6 Westmount Drive Livingston, NJ 07039	Confidentiality & Nondisclosure Agreement [undated]	\$0.00

Name	Executory Contract	Cure Amount
Jesse Selber 1400 Pressler St. Houston, TX 77030	Confidentiality & Nondisclosure Agreement dated December 11, 2017	\$0.00
Medline Industries 1820 S 5200 W Salt Lake City, UT 84104	Confidentiality & Nondisclosure Agreement dated July 19, 2017	\$0.00
Michael Grant 51 Blenheim Farm Lane Phoenix, MD 21131	Confidentiality & Nondisclosure Agreement dated January 18, 2017	\$0.00
Nexion Biosciences Incorporated 121 S. Orange Ave., Suite 1500 Orlando, FL 32801	Confidentiality & Nondisclosure Agreement dated October 3, 2017	\$0.00
Nicholas Martin 5298 W. Elmer St. Boise, ID 83703	Confidentiality & Nondisclosure Agreement dated December 12, 2017	\$0.00
Novel Microdevices LLC 6200 Seaforth St, Baltimore, MD 21224	Confidentiality & Nondisclosure Agreement dated September 10, 2018	\$0.00
Onetel Holdings 261 River Bend Way Ste 1, North Salt Lake, UT 84054	Confidentiality & Nondisclosure Agreement dated December 15, 2017	\$0.00
Dennis C. Hammon MD 4070 Lake Dr. SE, #202 Grand Rapids, MI 49546	Confidentiality & Nondisclosure Agreement dated March 7, 2018	\$0.00
Paul Bush 2941 S. Charlotte Ave. Boise, ID 83709	Confidentiality & Nondisclosure Agreement dated January 4, 2018	\$0.00
Pelycon Technologies 162 Old Todds Rd Suite 220, Lexington, KY 40509	Confidentiality & Nondisclosure Agreement [undated]	\$0.00
Julie Czupmna c/o PerkinElmer 940 Winter Street Waltham, MA 02451	Confidentiality & Nondisclosure Agreement [undated]	\$0.00

Name	Executory Contract	Cure Amount
Olivia J. Kelada c/o PerkinElmer 940 Winter Street Waltham, MA 02451	Confidentiality & Nondisclosure Agreement [undated]	\$0.00
Pictureline Inc. 305 West 700 S, Salt Lake City, UT 84101	Confidentiality & Nondisclosure Agreement dated November 20, 2017	\$0.00
Preco, Inc. 9705 Commerce Pkwy, Lenexa, Kansas, 66219	Mutual Confidentiality Agreement dated April 3, 2019	\$0.00
Preston McMullin c/o BYU Office of Information Technology 1388 N. University Ave. Provo, UT 84604	Confidentiality & Nondisclosure Agreement dated December 21, 2017	\$0.00
Proto Labs, Inc. 5540 Pioneer Creek Dr Maple Plain, MN 55359	Nondisclosure Agreement dated September 30, 2019	\$0.00
RPMC Lasers 8495 Veterans Memorial Pkwy, O'Fallon, MO 63366	Confidentiality & Nondisclosure Agreement dated November 17, 2017	\$0.00
Science Care 2001 W. Pinnacle Peak Rd., Suite #175, Phoenix, AZ 85027	Non-Disclosure Agreement dated June 7, 2018	\$0.00
Sidney Kay Wells 1205 E Privet Dr., Unit 1-428 Salt Lake City, UT 84121	Confidentiality & Nondisclosure Agreement dated December 3, 2018	\$0.00
Spark Lasers 12 Rue Isaac Newton, 33650 Martillac, France	Confidentiality & Nondisclosure Agreement dated November 20, 2017	\$0.00
Tennant Co. 10400 Clean Street Eden Prairie, MN 55344-2650	Confidentiality & Nondisclosure Agreement dated January 26, 2018	\$0.00

Name	Executory Contract	Cure Amount
Thermo Electron (Karlsruhe) GmbH 2 Radcliff Rd, Tewksbury, MA 01876	Confidentiality & Nondisclosure Agreement dated December 11, 2017	\$0.00
Thermo Fisher Scientific 168 Third Avenue. Waltham, MA 02451	Confidentiality & Nondisclosure Agreement [undated]	\$0.00
The University of Texas Southwestern Medical Center 210 W 7th Street Austin, TX 78701	Confidentiality & Nondisclosure Agreement dated September 27, 2021	\$0.00
Vincent Giacalone, DPM 466 Old Hook Rd., Suite 24D Emerson, NJ 07630	Confidentiality & Nondisclosure Agreement [undated]	\$0.00
Wayne Saunders 1521 8 th Ave. Bethlehem, PA 18018	Confidentiality & Nondisclosure Agreement dated June 13, 2017	\$0.00
World Courier Inc. 5025 Plano Parkway Carrollton, TX 75010	Mutual Non-Disclosure Agreement dated July 11, 2018	\$0.00
Zeiss 3433 Tree Court Industrial Blvd. St. Louis, MO 63122	Confidentiality & Nondisclosure Agreement dated October 24, 2017	\$0.00
Zwick USA, LP 1009 Market Center Dr NW, Kennesaw, GA 30144	Confidentiality & Nondisclosure Agreement dated September 21, 2017	\$0.00
Richard Hague 6650 Golden Bear Loop W Park City, UT 84098	Proprietary Information, Invention Assignment, and Non-Competition Agreement dated March 22, 2019	\$0.00
Jacob Patterson 14822 S Rosescape Circle Herriman, UT 84096	Proprietary Information, Invention Assignment, and Non-Competition Agreement dated January 12, 2018	\$0.00
Kolby Day 1348 E. Winderbrook Way Salt Lake City, UT 84124	Proprietary Information, Invention Assignment, and Non-Competition Agreement dated January 16, 2018	\$0.00

Name	Executory Contract	Cure Amount
Ryan Mathis 400 Ravenscliff Dr. Media, PA 19063	Proprietary Information, Invention Assignment, and Non-Competition Agreement dated November 6, 2017	\$0.00
Mark Lehman 660 Evesham Dr. Salt Lake City, UT 84107	Proprietary Information, Invention Assignment, and Non-Competition Agreement dated August 22, 2018	\$0.00
Nikolai Sopko 4776 Mile High Drive Salt Lake City, UT 84124	Executive Employment Agreement dated October 4, 2017	\$0.00
Nikolai Sopko 4776 Mile High Drive Salt Lake City, UT 84124	Intellectual Property Rights Ownership Clarification and Assignment Agreement dated September 17, 2019	\$0.00
Jennifer Burdman 32 Shipcarpenter Sq. Lewes, DE 19958	Intellectual Property Rights Ownership Clarification and Assignment Agreement dated August 15, 2019	\$0.00
Equisolve 3500 SW Corporate Pkwy Palm City, FL 34990	Equisolve Website Import Proposal – Agreement dated September 16, 2019, and the Equisolve Service Agreement dated July 1, 2022	\$0.00
Adobe, Inc. Adobe Value Incentive Plan 345 Park Ave. San Jose, CA 95110	Adobe Sales Order dated May 27, 2022, including the Adobe Value Incentive Plan Terms and Conditions and Adobe General Terms and Conditions	\$0.00
Tenable.io 6100 Merriweather Dr. 12th Floor Melbourne, Australia,	VLCM Quote dated October 6, 2022 for Tenable.io, the related Tenable.io Software Agreement, and the VLCM Tenable Software Terms & Conditions	\$0.00
Zerto 27-43 Wormwood St STE 530 Boston, MA 02210	Sales Order dated March 20, 2023 for Zerto Enterprise Cloud Edition, the related Zerto Software Agreement, and MicroAge Terms and Conditions	\$0.00
VMWare Workspace ONE 3401 Hillview Ave Palo Alto, CA 94304	Quote dated February 2, 2023 for VMWare Workspace ONE, the related VMWare Software Agreement, and MicroAge Terms and Conditions	\$0.00
Targeted Attack Protection 925 W Maude Ave Sunnyvale, CA 94086	Quote dated March 28, 2022 for Proofpoint Targeted Attack Protection, the related Proofpoint Software Agreement, and MicroAge Terms and Conditions	\$0.00

Name	Executory Contract	Cure Amount
Fortinet FortiCare ONE 899 Kifer Road Sunnyvale, CA 94086	MicroAge Quote 1584781 dated December 14, 2022 for Fortinet FortiCare ONE, the related Fortinet Software Agreement, and MicroAge Terms and Conditions	\$0.00
Fortinet FortiCare ONE 899 Kifer Road Sunnyvale, CA 94086	MicroAge Quote 1559917 dated July 21, 2022 for Fortinet FortiCare ONE, the related Fortinet Software Agreement, and MicroAge Terms and Conditions	\$0.00
Denver Lough 1287 E. 530 North Orem, UT 84097	Settlement Agreement dated August 21, 2019	\$0.00
Eptura 950 E Paces Ferry Rd Atlanta, GA 30326	Agreement dated September 20, 2022 and the ManagerPlus – Eptura Terms of Service	\$0.00
Agreements with each of the employees listed below, which contain terms for protecting proprietary information or invention assignment, or Non-Competition Agreements with each of the following past and present employees		
Bennett, Nancy 9057 S Quarry Bend Drive Sandy, UT 84094	NDA	\$0.00
Benzon, Haley 2943 South Adams Street Salt Lake City, UT 84115	NDA	\$0.00
Blakely, Melodie 719 Lake Highland Drive Orlando, FL 32803	NDA	\$0.00
Bram, Mary 41 Storage Drive Nashua, NH 03062	NDA	\$0.00
Bryson, Paul 807 E Molasses Mill Dr. Draper, UT 84020	NDA	\$0.00
Jonathan Butler 677 East 150 South Kaysville, UT 84037	NDA	\$0.00
Cunningham, Jennifer 10302 S SALMON DR South Jordan, UT 84009	NDA	\$0.00

Name	Executory Contract	Cure Amount
Cushnir, Courtney 2992 S Elgin Hill Court Salt Lake City, UT 84106	NDA	\$0.00
Timothy Davis 10505 S Featherwood Drive South Jordan, UT 84095	NDA	\$0.00
Dietz, Sheena 599 W Spacerama Dr Salt Lake City, UT 84123	NDA	\$0.00
Espino, Sonyia 5166 W Cobble Cir West Jordan, UT 84081	NDA	\$0.00
Fishleigh, Ashlee 311 East 5th Avenue Salt Lake City, UT 84103	NDA	\$0.00
Greep, Darcy 14256 Long Ridge Dr Herriman, UT 84096	NDA	\$0.00
Greive, Dan 349 S 1050 E Layton, UT 84041	NDA	\$0.00
Hall, Dillon 437 W 1925 N Layton, UT 84041	NDA	\$0.00
Hansen, Hans 755 E 4070 S Salt Lake City, UT 84107	NDA	\$0.00
Baetz, Nicholas 1792 East Auburn Ridge Lane Draper, UT 84020	NDA	\$0.00
Baetz, Nicholas 1792 East Auburn Ridge Lane Draper, UT 84020	NDA	\$0.00
Huffaker, Cassiopeia 4910 S 1625 E Holladay, UT 84117	NDA	\$0.00

Name	Executory Contract	Cure Amount
Hutchinson, David 1015 N 560 E Orem, UT 84097	NDA	\$0.00
Ifediba, Marytheresa 450 S 100 E Springville, UT 84663	NDA	\$0.00
Jensen, Randy 2681 W 13220 S Riverton, UT 84065	NDA	\$0.00
Johnson, Joshua 4768 West 5905 South Salt Lake City, UT 84118	NDA	\$0.00
Lambert, Lyssa 2386 BLAINE AVENUE Salt Lake City, UT 84108	NDA	\$0.00
Medina, Tony 5326 W COSMO PLACE West Jordan, UT 84081	NDA	\$0.00
Holley, Chara 775 W Fine Dr., C304 Salt Lake City, UT 84119	NDA	\$0.00
Milner, Stephen 123 N Wright Brothers Drive Salt Lake City, UT 84116	Executive Employment Agreement	\$0.00
Milner, Stephen 123 N Wright Brothers Drive Salt Lake City, UT 84116	NDA dated January 18, 2017	\$0.00
Milner, Stephen 123 N Wright Brothers Drive Salt Lake City, UT 84116	NDA dated January 20, 2017	\$0.00
Nelson, Justin 2942 Glenmare Street Salt Lake City, UT 84106	NDA	\$0.00
O'Connor, Christiaan 2565 Dearborn Street Salt Lake City, UT 84106	NDA	\$0.00

Name	Executory Contract	Cure Amount
Pheysey, Matthew 7372 N Locust Avenue Eagle Mountain, UT 84005	NDA	\$0.00
Plantholt, Sherry 4572 South 1725 West Roy, UT 84067	NDA	\$0.00
Reed, Jacqueline 1353 E Old Maple Court Salt Lake City, UT 84117	NDA	\$0.00
Reel, Stacy 1442 Tanglewood Drive W Lindale, TX 75771	NDA	\$0.00
Rignell, Matthew 102 W MISTY BROOK LANE Tooele, UT 84074	NDA	\$0.00
Scott, Tamie 4830 SOUTH 4580 WEST Salt Lake City, UT 84118	NDA 2018	\$0.00
Warner, Madison (nee Shingleton) 3417 S 2700 E Salt Lake City, UT 84109-3057	NDA	\$0.00
Sluetz, Matthew 8632 Sweetgum Dr Magna, UT 84044	NDA	\$0.00
Stevens, Jennifer 4576 W 5100 S Salt Lake City, UT 84118	NDA	\$0.00
Warner, Anna 969 N 1200 W Salt Lake City, UT 84116	NDA	\$0.00
Webb, Jessica 1235 E Wilmington Ave Apt 313 Salt Lake City, UT 84106	NDA	\$0.00

Name	Executory Contract	Cure Amount
Winegar, Jeffrey 470 N 500 E Provo, UT 84606	NDA	\$0.00
Wood, Sarah 146 East 550 North Farmington, UT 84025	NDA	\$0.00
Meiss, James 1281 N 25 E Layton, UT 84041	NDA	\$0.00
Miller, Kirk 2399 Field Stone Way Layton, UT 84041	NDA	\$0.00
Milner, Stephen 123 N Wright Brothers Drive Salt Lake City, UT 84116	Employment Letter dated December 30, 2020	\$0.00
Scott, Tamie 4830 SOUTH 4580 WEST Salt Lake City, UT 84118	NDA dated 2021	\$0.00
Mata, Karen 2528 Wilshire Circle Salt Lake City, UT 84109	NDA dated June 20, 2017	\$0.00
Grimsdell, Casey 9214 S Terri Lynn Dr Sandy, UT 84094	NDA dated June 20, 2017	\$0.00
DeVincent, Jeff 637 Eclipse Drive Morgantown, WV 26508	NDA dated May 2019	\$0.00
Patterson, Robert 601 Tesoro Ave Olmito, TX 78575	NDA dated June 20, 2017	\$0.00
Stevenson, Eric 985 Cherry Hills Drive Coalville, UT 84017	NDA dated June 20, 2017	\$0.00
Elvis, Nicholas 306 McQueen Avenue Mobile, AL 36609	NDA dated June 20, 2017	\$0.00

Name	Executory Contract	Cure Amount
Edgell, Mark 4125 W 2550 S Ogden, UT 84401	NDA dated June 20, 2017 (2)	\$0.00
Ahlstrom, Jon 3444 Appaloosa Way Eagle Mountain, UT 84005	NDA dated June 20, 2017 (1)	\$0.00
Gill, Amarinder 13332 S. Haven Meadow Lane Riverton, UT 84065	NDA dated June 20, 2017	\$0.00
Gaykowski, Rick 1260 Gilmer Drive Salt Lake City, UT 84105	NDA dated April 2019	\$0.00
Galey, Karen 108 Hawthorne Road Pittsburgh, PA 15238	NDA dated June 20, 2017	\$0.00
Morrison, Tracy 248 Senior Circle Lompoc, CA 93436	NDA dated June 20, 2017	\$0.00
Blycker, Cheryl 4014 S CHASE BROOK LANE Salt Lake City, UT 84107	NDA dated June 20, 2017	\$0.00
Sanok, Mary 4571 S Ebony Avenue Salt Lake City, UT 84123	NDA dated June 20, 2017	\$0.00
Nichols, Kymber 5942 S Jonquil Drive Taylorsville, UT 84129	NDA dated June 20, 2017	\$0.00
Sconzo, Marc 1 WILLOW TERRACE Verona, NJ 07044	NDA	\$0.00
Mathews, John 27 Deerfield Road Wyckoff, NJ 07481	NDA	\$0.00
Marranzini, Dana 6258 S Barton Park Dr West Jordan, UT 84081	NDA	\$0.00

Name	Executory Contract	Cure Amount
Lawrence, Matthew 107 Chariot Court Cary, NC 27519	NDA	\$0.00
Keathley, Matthew 9 Fleuti Dr Moraga, CA 94556	NDA	\$0.00
Guirola, Javier 3050 Panther Drive Unit 2821 Fort Worth, TX 76116	NDA	\$0.00
Graham, Geoff 794 Corduroy Ln NE Atlanta, GA 30312	NDA	\$0.00
Gentile, Diane 6106 Plover Meadow St. Lithia, FL 33547	NDA	\$0.00
Abdo, Katherine 4239 S. Lincoln Pines Ct. Salt Lake City, UT 84124	NDA	\$0.00
Lodigiani, James 143 Timberview Lane Cohasset, MA 02025	NDA	\$0.00
Telfeian, Arthur 140 W Millstream Road Cream Ridge, NJ 08514	NDA	\$0.00
Abdo, Joe 2465 S 1500 E Salt Lake City, UT 84106	NDA	\$0.00
Carol Ackerman 3 Lennox Way New City, NY 10956	NDA	\$0.00
Adam, Alain 7505 Brown Ave Unit C Forest Park, IL 60130	NDA	\$0.00

Name	Executory Contract	Cure Amount
Addington, Scott 4441 E Saint John Rd. Phoenix, AZ 85032	NDA	\$0.00
Allphin, Ashley 1473 W 190 N Pleasant Grove, UT 84062	NDA	\$0.00
Amat Di San Filipp, Cristina 1672 Stratford Ave Salt Lake City, UT 84106	NDA	\$0.00
Anderson, Gabriela Nicole 269 W 1250 N Centerville, UT 84014	NDA	\$0.00
Anderson, Nicholas 778 NORTH 730 EAST Orem, UT 84097	NDA	\$0.00
Arcos, Joel 15087 S Gallant Drive Riverton, UT 84065gee	NDA	\$0.00
Arnout, Dustie 4857 W Mountain View Circle American Fork, UT 84003	NDA	\$0.00
Babb, Mark 1232 S 200 E Lehi, UT 84043	NDA	\$0.00
Barber, Julie 1434 East Noelle Road Sandy, UT 84092	NDA	\$0.00
Begos, Dennis 6 Wabanaki Way Andover, MA 01810	NDA	\$0.00
Biro, Richard 457 Millbrook Street Canfield, OH 44406	NDA	\$0.00
Blum, Anthony 2082 E. Karin CT Apt 301 Cottonwood Heights, UT 84121	NDA	\$0.00

Name	Executory Contract	Cure Amount
Blum, David 2082 E. Karin CT Apt 301 Salt Lake City, UT 84121	NDA	\$0.00
Bollhoefer, Andrew 538 Meadow Road Winnetka, IL 60093	NDA	\$0.00
Carhart, Chelsey 2569 East 2940 South Salt Lake City, UT 84109	NDA	\$0.00
Carson, Randall 3151 Blackstock Way The Villages, FL 32163	NDA	\$0.00
Castillo, Kathlene 6331 Traveler Lane West Jordan, UT 84081	NDA	\$0.00
Chan, Eric 500 E 13TH ST APT 10 Vancouver, WA 98660	NDA	\$0.00
Clark, Lincoln 2937 Evergreen Avenue Salt Lake City, UT 84109	NDA	\$0.00
Clegg, Matthew 817 East 2075 South Bountiful, UT 84010	NDA	\$0.00
Coladonato, Lauri 29 COURTLAND DRIVE Hazlet, NJ 07730	NDA	\$0.00
Cook, James 2176 ROBIE HILL LANE Salt Lake City, UT 84109	NDA	\$0.00
Cote, Christine 848 E 100 S #2 Salt Lake City, UT 84102	NDA	\$0.00

Name	Executory Contract	Cure Amount
Creek, Ryan 2568 West Meadow Ridge Dr West Jordan, UT 84088	NDA	\$0.00
Decker-Male, Rachel 7265 South 2870 East Salt Lake City, UT 84121	NDA	\$0.00
Denson, Brigham 1986 West Celia Way Layton, UT 84041	NDA	\$0.00
Devaraju, Vignya 607 W 2660 N Lehi, UT 84043	NDA	\$0.00
Bujala, Anindith Reddy 350 South 200 West Apt C109 Salt Lake City, UT 84101	NDA	\$0.00
Burdman, Jennifer 32 Shipcarpenter Sq. Lewes, DE 19958	Executive Employment Agreement	\$0.00
Burrell, Mark 3881 Dunhagan Rd Greenville, NC 27858	NDA	\$0.00
Burrows, Jon 3711 Jones Bridge Road Chevy Chase, MD 20815	NDA	\$0.00
Butler, Colleen 429 W Center Street Midvale, UT 84047	NDA	\$0.00
Butler, Fred 127 W 122nd Street New York, NY 10027	NDA	\$0.00
Etchison, Dawn 4533 S Hummelstrasse Salt Lake City, UT 84117	NDA	\$0.00

Name	Executory Contract	Cure Amount
Evans, Olive 701 W Jackson Blvd 204D Chicago, IL 60661	NDA	\$0.00
Fair, Elisa 7092 South Devonna Road West Jordan, UT 84081	NDA	\$0.00
Field, Bradlee 4449 Kootenai St Riverton, UT 84096	NDA	\$0.00
Fisher, Zachary 2391 E 6895 S #21 Salt Lake City, UT 84121	NDA	\$0.00
Francis, Jessica 1724 SOUTH 3720 WEST Syracuse, UT 84075	NDA	\$0.00
Fredrickson, Jennifer 4688 S 2025 W Roy, UT 84067	NDA	\$0.00
Gamonet, Stephanie 200 Biscayne Blvd Way 4213 Miami, FL 33131	NDA	\$0.00
Gasior, Tracy 81 Norfolk Ave Clarendon Hills, IL 60514	NDA	\$0.00
Gedeon, Albert 1319 E Iron Boberg Circle Draper, UT 84020	NDA	\$0.00
Gee, John 1438 Raptor Road Eagle Mountain, UT 84005	NDA	\$0.00
Diggins, Charles 1115 Rowley Ave Cleveland, OH 44109	NDA	\$0.00

Name	Executory Contract	Cure Amount
DiPlacido, Michael 2994 Yarling CT Falls Church, VA 22042	NDA	\$0.00
Draper, Neil 15630 South Wood Hollow Drive Riverton, UT 84065	NDA	\$0.00
Ermold, Jeff 245 Copper Mountain Drive Fenton, MO 63026	NDA	\$0.00
Estabrooke, Ivy 371 E 3RD AVENUE Salt Lake City, UT 84103	NDA	\$0.00
Gupta, Anshu 325 Cordova Street #132 Pasadena, CA 91101	NDA	\$0.00
Halloran, Annette 3776 W FONTANA WAY J210 South Jordan, UT 84095	NDA	\$0.00
Hamilton, Brittany 204 E Van Buren Street Alexandria, IN 46001	NDA	\$0.00
Hannah, Dina 3861 S Quail Hollow Dr Salt Lake City, UT 84109	NDA	\$0.00
Hardy, Brittany 3121 S 8560 W Magna, UT 84044	NDA	\$0.00
Harrison, Carrie 504 E CLOVERWOOD CIRCLE Draper, UT 84020	NDA	\$0.00
Harrison, Joseph P.O. Box 152 Springfield, IL 62705-0152	NDA	\$0.00
Hartman, Elizabeth 3664 Oakrim Way Salt Lake City, UT 84109	NDA	\$0.00

Name	Executory Contract	Cure Amount
Hashimoto, Christine 2095 EAST HOWEY DRIVE Salt Lake City, UT 84121	NDA	\$0.00
Hashimoto, Peter 2095 EAST HOWEY DRIVE Holladay, UT 84121	NDA	\$0.00
Alban Haxhikadria 7594 S 900 E Midvale, UT 84047	NDA	\$0.00
Hechler, Howard 162 BURLINGTON STREET Lexington, MA 02420	NDA	\$0.00
Howorth, Daniel 1 Wilson Ave NW Leesburg, VA 20176	NDA	\$0.00
Irvin, Jennifer 906 E 200 S Salt Lake City, UT 84102	NDA	\$0.00
Leslie Iverson 4337 S BUTTERNUT ROAD Holladay, UT 84124	NDA	\$0.00
Gill, Amarinder 13332 S. Haven Meadow Lane Riverton, UT 84065	NDA	\$0.00
Going, Joanna 1568 Vineyard Drive Bountiful, UT 84010	NDA	\$0.00
Johnston, Carrie 37100 Elizabeth Lane New Boston, MI 48164	NDA	\$0.00
Juarez, Sergio 2234 W Capitol Reef Drive Taylorsville, UT 84129	NDA	\$0.00
Kallicharan, Rickey 11409 Ocean Ridge Way San Diego, CA 92130	NDA	\$0.00

Name	Executory Contract	Cure Amount
Kalsekar, Saloni 4912 136TH PL SE Bellevue, WA 98006	NDA	\$0.00
Katon, Tyler 6475 Mapleton Ave Cincinnati, OH 45233	NDA	\$0.00
Kemp, Matthew 25 Daphne Irvine, CA 92606	NDA	\$0.00
Kidd, Franklin 4572 South 1725 West Roy, UT 84067	NDA	\$0.00
Kimery, Faith 9737 S TWEED RD South Jordan, UT 84009	NDA	\$0.00
Kirk, Natalie 790 West 900 North Apt 1127 North Salt Lake, UT 84054	NDA	\$0.00
Kowalczyk, Jerald 5 Macclesfield Drive Medford, NJ 08055	NDA	\$0.00
Kramen, Holly 8916 CHARRED OAK DRIVE Bethesda, MD 20817	Executive Employment Agreement	\$0.00
Krishnan, Naveen 345 Harrison Ave Apt 506 Boston, MA 02118	NDA	\$0.00
Labroo, Pratima 10125 W Dartmouth Place Unit 7-107 Denver, CO 80227	NDA	\$0.00
Larson, Michaela PO BOX 446 Mendon, UT 84325	NDA	\$0.00

Name	Executory Contract	Cure Amount
Jensen, Scott 8496 N. Lakeshore Dr. Tooele, UT 84074	NDA	\$0.00
Jessen, Raymond 1407 E CHANDLER DRIVE Salt Lake City, UT 84103	NDA	\$0.00
Johnson, Roseanne 2635 W Everettwood Drive Taylorsville, UT 84129	NDA	\$0.00
Longacre, Eric 4036 Rosedale Place Grovetown, GA 30813	NDA	\$0.00
Lough, Denver 1287 E. 530 North Orem, UT 84097	Employment Agreement dated November 30, 2016	\$0.00
Lough, Mary 1287 E 530 N Orem, UT 84097	NDA	\$0.00
Lowe, Adam 1463 S Lincoln - Apt 1 Salt Lake City, UT 84105	NDA	\$0.00
Macek, Gregory 500 Station Blvd Aurora, IL 60504	NDA	\$0.00
Madsen, William Chase 1287 E 530 N Orem, UT 84097	NDA	\$0.00
Mann, Paul 1108 SE Strathmore Drive Port Saint Lucie, FL 34952	IP Agreement	\$0.00
Mann, Paul 1108 SE Strathmore Drive Port Saint Lucie, FL 34952	Executive Employment Agreement	\$0.00
Maradapu, Krishna Harendra 350 South 200 West APT C109 Salt Lake City, UT 84101	NDA	\$0.00

Name	Executory Contract	Cure Amount
Marlinga, Jon 1162 W Horseshoe Ave Gilbert, AZ 85233	NDA	\$0.00
Martin, Dana 7568 S San Savino Way Midvale, UT 84047	NDA	\$0.00
Martin, Jeremy 3778 SOUTH 600 WEST Syracuse, UT 84075	NDA	\$0.00
Martin, Stacey 421 Wyndham Crest Fort Worth, TX 76114	NDA	\$0.00
Mathis, Jenna 8103 COURTYARD LOOP #7 Park City, UT 84098	NDA	\$0.00
Mathuria, Kaajal 2238 Jones Street Santa Clara, CA 95051	NDA	\$0.00
Lenio, Lynze 1609 West Alpenglow Circle Farmington, UT 84025	NDA	\$0.00
Lockman, Greg 8511 Young Rivers Court Laurel, MD 20723	NDA	\$0.00
Miller, Devin 1243 EAST BRICKYARD ROAD APARTMENT#350 Salt Lake City, UT 84106	NDA	\$0.00
Mills, John 380 Brush Trail Bend Cibolo, TX 78108	NDA	\$0.00
Justin Moore 300 Woodvine Ave Metairie, LA 70005	NDA	\$0.00

Name	Executory Contract	Cure Amount
Mortensen, Richard 4728 W Emmons Dr West Jordan, UT 84088	NDA	\$0.00
Mostafa, Mohamed 6880 S 700 W, APT H102 Midvale, UT 84047	NDA	\$0.00
Mower, Rick 104510 SE 27TH CIR Vancouver, WA 98683	NDA	\$0.00
Murphy, Caitlin 4450 S Lemans Drive Apt 105 Salt Lake City, UT 84124	NDA	\$0.00
Myers, Timothy 5516 Oak Field Lane Buffalo, NY 14221	NDA	\$0.00
Nakkireddy, Sai Spandana 233 N Redwood Road Apt #332 Salt Lake City, UT 84116	NDA	\$0.00
Nelson, Justin 2942 Glenmare Street Salt Lake City, UT 84106	NDA	\$0.00
Nicodemus Johnson, Jessie 2034 Terra Vista Way Sandy, UT 84093	NDA	\$0.00
Nicolosi, Ian 7118 Sagebrush Way Salt Lake City, UT 84121	NDA	\$0.00
Olsen, Mike 4390 N 125 W Ogden, UT 84414	NDA	\$0.00
Patel, Isankumar 136 N SUN ARBOR TERRACE Apt 1282 Salt Lake City, UT 84116	NDA	\$0.00

Name	Executory Contract	Cure Amount
Payne, Susan 4453 Castlegate Blvd Uniontown, OH 44685	NDA	\$0.00
McFarland, Linda 3798-A Flora Vista Avenue Santa Clara, CA 95051	NDA	\$0.00
McOmie, Sean 1874 E Garland Way Apt 207 Sandy, UT 84092	NDA	\$0.00
Phipps, Sandra 593 La Sata Dr Brentwood, CA 94513	NDA	\$0.00
Pickens, Racheal 9000 Macauley Ln Nolensville, TN 37135	NDA	\$0.00
Pierce, Jan 1762 SUNRISE PARK DRIVE Sandy, UT 84093	Employment Agreement	\$0.00
Powers, Burke 738 E 700 N Orem, UT 84097	NDA	\$0.00
Prasad, Roy 5077 W. WOOD RANCH DRIVE South Jordan, UT 84009	NDA	\$0.00
Pullar, Lee-Ann 455 S 700 E Apt 4302 Salt Lake City, UT 84102	NDA	\$0.00
Read, Christopher 787 East 4280 South Salt Lake City, UT 84107	NDA	\$0.00
Robinson, Patrick 4310 126th Street CT NW Gig Harbor, WA 98332	NDA	\$0.00

Name	Executory Contract	Cure Amount
Rogers, Sophia 1230 COLVIN MEADOWS LANE Great Falls, VA 22066	NDA	\$0.00
Ross, Katrina 522 Dunkirk Rd Baltimore, MD 21212	NDA	\$0.00
Roth, Stephanie 1576 E. Palo Verde Way, #12 Salt Lake City, UT 84121	NDA	\$0.00
Rugg, Grant 5943 W Kidd Cabin Circle Herriman, UT 84096	NDA	\$0.00
Rugg, Sandy 5943 W Kidd Cabin Circle Herriman, UT 84096	NDA	\$0.00
Salinas, Natalie 3725 Arpent Street Saint Charles, MO 63301	NDA	\$0.00
Salmas, Anna 12 Dogwood Ct Cliffwood, NJ 07721-1270	NDA	\$0.00
Pedroche, Treigh 3063 S Willow Creek Dr Saratoga Springs, UT 84045	NDA	\$0.00
Petney, Matthew 7118 Sagebrush Way Salt Lake City, UT 84121	NDA	\$0.00
Scott, Tamie 4830 SOUTH 4580 WEST Salt Lake City, UT 84118	NDA	\$0.00
Seaburg, David 106 Morning Star Cay Naples, FL 34114	NDA	\$0.00
Shackelford, Tyler 612 Glen Arbor Court Seven Valleys, PA 17360	NDA	\$0.00

Name	Executory Contract	Cure Amount
Sieverts, Melody 9518 S Mumford Drive Sandy, UT 84094	NDA	\$0.00
Sieverts, Michael 10475 S. Dimple Dell Road Sandy, UT 84092	NDA	\$0.00
Smaldone, Paul 3070 Monmouth Rd Cleveland, OH 44118	NDA	\$0.00
Smith, Courtney 345 N BELMONT PLACE, APT 139 Provo, UT 84606	NDA	\$0.00
Smith, Rhonda 5991 SW CR 791 Lake Butler, FL 32054	NDA	\$0.00
Somchith, Steve 4172 WEST RED ORCHARD WAY West Jordan, UT 84084	NDA	\$0.00
Spence, Audrey 1759 E BLAINE AVENUE Salt Lake City, UT 84108	NDA	\$0.00
Stauffer, Kendall 1151 S. 2000 E. Salt Lake City, UT 84108	NDA	\$0.00
Stetson, John 68 FIESTA WAY Fort Lauderdale, FL 33301	Employment Agreement	\$0.00
Stone, Philip 2258 West 1300 South Lehi, UT 84043	NDA	\$0.00
Bricelyn Straugh 2942 S GLENMARE STREET Salt Lake City, UT 84106	NDA	\$0.00

Name	Executory Contract	Cure Amount
Schamper, Amanda 6763 North Holly Lane Byron, IL 61010	NDA	\$0.00
Deborah Scharffs 90 W 500 S, PMB 132 Bountiful, UT 84010	NDA	\$0.00
Schramm, Michael 350 W 2000 S Brigham City, UT 84302	NDA	\$0.00
Strydom, Elizabeth 146 Adelia Way Oceanside, CA 92057	NDA	\$0.00
Swanson, Edward 211 Plymouth Rd. Blue Bell, PA 19422	Executive Employment Agreement	\$0.00
Tracy, Lon 1243 E Brickyard Rd Apt 145 Salt Lake City, UT 84106	NDA	\$0.00
Trang, Alina 1080 BRINLEY LANE Kaysville, UT 84037	NDA	\$0.00
Turner, Alexander 902 Country Club Tooele, UT 84074	NDA	\$0.00
Twardzik, Wendy 321 W 22nd Street, Apt 3A New York, NY 10011	NDA	\$0.00
VanWagoner, Brett 1594 E Zenith Ave Salt Lake City, UT 84106	NDA	\$0.00
VanWagoner, Casey 4722 W Daybreak Rim Way South Jordan, UT 84009	NDA	\$0.00

Name	Executory Contract	Cure Amount
Vela, Matthew 4561 Grainland Ct. Fort Worth, TX 76179	NDA	\$0.00
Veverka, Jack 3166 JULIES DRIVE Park City, UT 84098	NDA	\$0.00
Wach, Jack 133 Kensington Avenue Salt Lake City, UT 84115	NDA	\$0.00
Webb, Jessica 1235 E Wilmington Ave Apt 313 Salt Lake City, UT 84106	NDA	\$0.00
Wells, Ricardo 904, W. Meadowmere Austin, TX 78758	NDA	\$0.00
West, Andrew 1900 S. IMPERIAL STREET Salt Lake City, UT 84105	NDA	\$0.00
Swanson, Edward 211 Plymouth Rd. Blue Bell, PA 19422	IP Agreement	\$0.00
Swanson, Edward 211 Plymouth Rd. Blue Bell, PA 19422	Consulting Agreement	\$10,000.00
Stump, Amanda 427 E 2050 S Bountiful, UT 84010	NDA	\$0.00
Wilson, Shamus 13528 Minnehaha Road Wilmot, SD 57279	NDA	\$0.00
Winegar, Erik 144 W 3100 S Bountiful, UT 84010	NDA	\$0.00

Name	Executory Contract	Cure Amount
Wirick, Emily 3549 E Kings Cove Way Salt Lake City, UT 84121	NDA	\$0.00
Wirick, Ryan 3549 E Kings Cove Way Salt Lake City, UT 84121	NDA	\$0.00
Yalanis, Georgia 1733 E MURRAY HOLLADAY ROAD APT C401 Salt Lake City, UT 84117	NDA	\$0.00
Yasuo, Hiroshi 1084 E Crandall Avenue Salt Lake City, UT 84106	NDA	\$0.00
Yuda, Amy 1645 E Wasatch Circle Salt Lake City, UT 84105	NDA	\$0.00
Zalasar, Jorge 2423 West 6200 South Taylorsville, UT 84129	NDA	\$0.00
Ziegler, Angela 254 Ambroise Newport Coast, CA 92657	NDA	\$0.00
Whalen, Sharon 13 Mill Creek Irvine, CA 92603	NDA	\$0.00
White, Amber 5258 W Miller Crossing Dr Herriman, UT 84096	NDA	\$0.00
Haerle, Richard 265 E Houston St, Unit 3 Unit 3 New York, NY 10002	NDA	\$0.00
Peterson, Carl 10417 South Culmination Street South Jordan, UT 84095	NDA FE	\$0.00

Name	Executory Contract	Cure Amount
Frampton, Chad 536 North 580 West American Fork, UT 84003-3163	NDA dated April 2019 (1)	\$0.00
Smith, Gavin 11100 South River Heights Dr C112 South Jordan, UT 84095	NDA FE	\$0.00
Nicolosi, Ian 7118 Sagebrush Way Salt Lake City, UT 84121	NDA dated June 20, 2017 (Robinson)	\$0.00
Smith, Jesse 1005 Tyler Ave Ogden, UT 84404	NDA FE	\$0.00
Latteier, McKenna 1417 S Emery St Salt Lake City, UT 84104	NDA FE	\$0.00
Rausch, Nicole PO Box 1381 Riverton, UT 84065	NDA FE	\$0.00
Page, Vonda 517 W 600 N American Fork, UT 84003	NDA dated April 2019 (2)	\$0.00
Brevil, Amy 11404 S Overshine Ln South Jordan, UT 84009	NDA dated April 2019	\$0.00
Bennett, Carlee 4616 W Sunny Meadow Dr South Jordan, UT 84009	NDA	\$0.00
Herrera, Benjamin 1450 S State St Unit B106 Orem, UT 84097-7805	NDA	\$0.00
Jones, Clark 3990 S Howick St Unit A414 Salt Lake City, UT 84107	NDA	\$0.00

Name	Executory Contract	Cure Amount
Salinas, Alex 6278 S Stonehollow Cir Taylorsville, UT 84129	NDA	\$0.00

Annex 2

Bid Procedures Order

This order is SIGNED.

Dated: June 16, 2023

Kevin R. Anderson
KEVIN R. ANDERSON
U.S. Bankruptcy Judge



slo

Order prepared and submitted by:

J. Thomas Beckett, USB #5587
Brian M. Rothschild, USB #15316
Darren Neilson, USB #15005
PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Telephone: 801.532.1234
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TBeckett@parsonsbehle.com
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DNeilson@parsonsbehle.com
ecf@parsonsbehle.com

Proposed Attorneys for the Debtors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

<p>In re:</p> <p>PolarityTE, Inc., a Delaware corporation</p> <p style="text-align: center;">Debtor</p>	<p>Case No. 23-bk-22358-KRA</p> <p>Case No. 23-bk-22360-KRA</p> <p>Case No. 23-bk-22361-KRA</p>
<p>In re:</p> <p>PolarityTE, MD Inc., a Nevada corporation</p> <p style="text-align: center;">Debtor</p>	<p>Chapter 11</p> <p>Judge Kevin R. Anderson</p>

In re: PolarityTE, Inc., a Nevada corporation Debtor	THIS ORDER RELATES TO ALL DEBTORS¹
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ORDER

(A) SCHEDULING AN AUCTION AND SALE HEARING IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS;

(B) PRESCRIBING BID PROCEDURES AND PROTECTIONS FOR SALE OF DEBTORS' ASSETS;

(C) APPROVING FORM AND SCOPE OF NOTICE OF BID PROCEDURES, AUCTION, AND SALE HEARING;

(D) APPROVING PROCEDURE AND FORM AND SCOPE OF NOTICE OF ASSUMPTION, ASSIGNMENT AND SALE OF DEBTORS' CONTRACTS AND LEASES TO PURCHASER; AND

(E) APPROVING, AT SUBSEQUENT HEARING, OF SALE OF DEBTORS' ASSETS TO PURCHASER FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS

Upon the motion (the “**Sale and Bid Procedures Motion**”)² filed by PolarityTE, Inc., a Delaware corporation (“**PTE**”), PolarityTE MD, Inc., a Nevada corporation (“**PTE MD**”), and PolarityTE, Inc., a Nevada corporation (“**PTE NV**” and, together with PTE and PTE MD, the “**Debtors**” or each a “**Debtor**”), under sections 105, 361, 362, 363, 364, 1107, and 1108 of Title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) for entry of orders (a) scheduling an auction and sale hearing in connection with the sale of substantially all of the Debtors’ assets (the “**Sale**”), (b) prescribing bid procedures for the sale attached as Exhibit 1

¹ The Debtors in these jointly administered chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are PolarityTE, Inc. (9524); PolarityTE MD, Inc. (1555); and PolarityTE, Inc. (6882). The location of the Debtors’ service address is 1960 S. 4250 W., Salt Lake City, UT 84104.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

hereto (the “**Bid Procedures**”), (c) approving the form and scope of notice of the Bid Procedures, auction, and sale hearing, (d) approving procedure, form, and scope of notice of assumption, assignment and sale of the Debtors’ contracts and leases to the purchaser, and (e) approval, at a subsequent hearing, of the Sale of the Debtors’ assets to a purchaser free and clear of all liens, claims, encumbrances, and other interests; and the Bankruptcy Court, having reviewed the Motion and having heard the statements of counsel in support of the relief requested in the Sale Motion at the hearing before the Bankruptcy Court (the “**Bid Procedures Hearing**”), and finding that the Bankruptcy Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, that this is a core matter under 28 U.S.C. § 157(b)(2), that notice of the Motion and the Bid Procedures Hearing were sufficient under the circumstances and that no further notice need be given; and the legal and factual bases set forth in the Motion and at the Bid Procedures Hearing establish just cause for the relief granted herein and that such relief is necessary to avoid immediate and irreparable harm to the Debtors’ estates,

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Sale and Bid Procedures Motion is GRANTED as provided herein.
2. The Bid Procedures, attached as Exhibit 1 hereto, are approved in their entirety.

The Debtors are authorized to solicit qualified bids and conduct an auction in accordance with the Bid Procedures.

3. The Court sets the following deadlines for the Sale and Auction process:

DESCRIPTION OF MILESTONE / DEADLINE	DATE OR DEADLINE
Bid Procedures Hearing	Held June 12, 2023, at 10:00 a.m. MT
Deadline to Serve Sale and Cure Notices to Contract and Lease Counterparties	Within three (3) business days after entry of Bid Procedures Order
Deadline to Meet Participation Requirements	July 2, 2023, at 5:00 p.m. MT
Deadline to Submit Qualified Bids	July 7, 2023, at 5:00 p.m. MT

Auction (if any)	July 10, 2023, at 9:00 a.m. MT
Deadline for Filing Notice of Successful Bidder and Back-Up Bidder and Sale Motion	July 11, 2023
Deadline to Object to Adequate Assurance	July 18, 2023, at 5:00 p.m. MT
Deadline to File Objections to Sale Motion and Sale Order	July 18, 2023, at 5:00 p.m. MT
Deadline for Debtors to Reply to Sale Objections and Requests for Adequate Assurance	July 25, 2023, at 5:00 p.m. MT
Sale Hearing	July 27, 2023, at 9:00 a.m. MT

4. The form of Notice of the Sale and the Bid Procedures, attached as Exhibit 2 hereto, is approved in its entirety.

5. The Form of Notice of the Debtors’ Intent to Assume and Assign Certain Leases and Executory Contracts and Fixing of Cure Amounts to Counterparties to each Debtor’s (as applicable) executory contracts and unexpired leases, attached as Exhibit 3 hereto, is approved in its entirety. The Debtors are authorized to give such Notice to the Counterparties to the Debtors’ executory contracts and unexpired leases. Counterparties shall have until July 18, 2023, at 5:00 p.m. (prevailing Utah time) to object to the proposed assumption and assignment of such Counterparty’s executory contract or unexpired lease.

6. The Debtors are directed to send the Notice of Sale and this Order to all equity holders using its approved noticing agent. Following the selection of the Winning Bidder, the Debtors are directed to send notice of the Sale Hearing to PTE’s creditors and equity security holders using its approved noticing agent. The Bankruptcy Court finds that this satisfies the notice requirements of Bankruptcy Rule 2002 including Rule 2002(d).

7. Following the Auction (if any), the Bankruptcy Court will hold a hearing on whether to approve the proposed sale on July 27, 2023, at 9:00 a.m. (prevailing Utah time). Such hearing will be conducted telephonically at the following conference line unless otherwise noticed by the Bankruptcy Court on the Docket:

Cases before Judge Anderson:
<https://www.zoomgov.com/j/16030076397>
Meeting ID: 160 3007 6397
Passcode/Participant ID: 6001201
CALL NOW or +1 669 254 5252

8. Any party in interest objecting to the proposed sale, the assumption and assignment of the Debtors' executory contracts, or any other relief requested in the Sale and Bid Procedures Motion or the Sale Motion must file an objection so that it is received no later than July 18, 2023, at 5:00 p.m. (prevailing Utah time) (the "**Objection Deadline**") by filing such objection with the Bankruptcy Court and sending such objection to (1) proposed counsel to the Debtors, **PARSONS BEHLE & LATIMER**, 201 S. Main St., Ste 1800, Salt Lake City, Utah 84111 (Attn: Brian M. Rothschild, Esq.) and brothschild@parsonsbehle.com; and (2) the United States Trustee located at the Office of the United States Trustee, 405 So. Main Street, Suite 300, Salt Lake City, UT 84111. If no objections are filed to the Sale Motion or the Sale and Bid Procedures Motion prior to the Objection Deadline, this Bankruptcy Court may enter an order approving the Sale without holding a final hearing.

9. Notwithstanding Bankruptcy Rules 6004, 7062, or 9014, the terms and conditions of this Order shall be immediately effective upon its entry. The Bankruptcy Court finds that failure to expeditiously approve the Sale and Bid Procedures Motion as allowed under Rule 6003 and failure to waive any stay under Rules 6004(h) would cause irreparable harm to the Debtors' estates.

10. The Bankruptcy Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

[END OF DOCUMENT]

###

EXHIBIT 1

Bid Procedures

BID PROCEDURES

PolarityTE, Inc., a Delaware corporation (“**PTE**”), PolarityTE MD, Inc., a Nevada corporation (“**PTE MD**”), and PolarityTE, Inc., a Nevada corporation (“**PTE NV**” and, together with PTE and PTE MD, the “**Debtors**” or each a “**Debtor**”), have each filed for liquidation in the United States Bankruptcy Court for the District of Utah (the “**Bankruptcy Court**”) under chapter 11 of the Bankruptcy Code, each case being under the following case numbers: Case No. 23-bk-22358, 23-bk-22360, and 23-bk-22361. By motion dated June 6, 2023 (the “**Motion**”),¹ the Debtors sought, among other things, approval of the process and procedures set forth below (the “**Bid Procedures**”) to effectuate the sale of the Acquired Assets (the “**Transaction**”). The Bid Procedures are designed to facilitate a full, open, and fair bidding process to maximize the value of the Acquired Assets for the benefit of the Debtors’ creditors and their bankruptcy estates.

On July 27, 2023, 2023, at 9:00 a.m. (prevailing Utah time), as further described below, the Bankruptcy Court will conduct a hearing (the “**Sale Hearing**”) at which time the Debtors shall seek entry of an order (the “**Sale Order**”) authorizing and approving the sale of the Acquired Assets (the “**Proposed Sale**”) to the Successful Bidder (defined below).

Asset Purchase Agreement

The Debtors have prepared a form of an asset purchase agreement (the “**APA**” or “**Agreement**”), which contemplates a set of related transactions for the sale of the Acquired Assets to the Successful Bidder in consideration for the Purchase Price, all subject to the terms and conditions set forth in the APA. The assets to be purchased as part of the Transaction do not include the Excluded Assets. The Transaction contemplated by the APA is subject to competitive bidding as set forth herein and approval by the Bankruptcy Court pursuant to sections 363 and 365 of the Bankruptcy Code.

Participation Requirements

To participate in the bidding process, each person (a “**Potential Bidder**”) must first deliver (unless previously delivered) to (1) the Debtors, (2) counsel for the Debtors, and (3) counsel to the Committee (if any), no later than July 2, 2023, at 5:00 p.m. (prevailing Utah time), the following items (collectively, the “**Participation Requirements**”):

- (a) Confidentiality Agreement. An executed confidentiality agreement in form and substance reasonably acceptable to the Debtors (each, a “**Confidentiality Agreement**”);²

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

² A form of Confidentiality Agreement can be obtained by contacting the Debtors’ counsel.

- (b) Identification of Potential Bidder. Identification of the Potential Bidder and any principals and representatives thereof who are authorized to appear and act on such Potential Bidder's behalf for all purposes regarding the contemplated Transaction, including all such principals' connections to the Debtors and the Stalking Horse Bidder; and
- (c) Proof of Financial Ability to Perform. Written evidence that enables the Debtors to reasonably conclude that the Potential Bidder has the financial ability to close the contemplated Transaction and provide adequate assurance of future performance under all contracts to be assumed in such contemplated Transaction. Such information should include, *inter alia*, the following:
 - (i) the Potential Bidder's current financial statements (audited if they exist); and
 - (ii) any such other form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtors, demonstrating that such Potential Bidder has the ability to close the contemplated Transaction; *provided, however*, that the Debtors shall determine, in their reasonable discretion, whether the written evidence of such financial wherewithal is reasonably acceptable, and shall not unreasonably withhold acceptance of the Potential Bidder's financial qualifications; *provided, further, however*, that in lieu of a Potential Bidder's financial statements, the Debtors may accept other information that reasonably demonstrates the Potential Bidder's financial condition.

Access to Due Diligence Materials

Upon satisfaction of the Participation Requirements, the Debtors will furnish to each Potential Bidder due diligence access to the Acquired Assets; *provided, however*, that (1) the Debtors shall have the right to reasonably limit the due diligence provided to competitors and (2) the Debtors will have no obligation to provide due diligence access after the Bid Deadline (defined below). To the extent the Debtors limit the due diligence provided to competitors, the United States Trustee shall be notified of the identity of such Potential Bidder and what diligence information was not provided.

Designation as Qualified Bidder

A "**Qualified Bidder**" is a Potential Bidder that delivers the documents satisfying the Participation Requirements described in subparagraphs (a)–(c) above prior to July 2, 2023, at 5:00 p.m. (prevailing Utah time), and that the Debtors determine is reasonably likely to submit a *bona fide* offer and to be able to consummate the Transaction if selected as a Successful Bidder (defined below). As soon as is practicable, upon receipt of such documents, the Debtors shall notify the Potential Bidder that such Potential Bidder is a Qualified Bidder.

Bid Deadline

The deadline for submitting bids by a Qualified Bidder shall be July 7, 2023, at 5:00 p.m. (prevailing Utah time) (the “**Bid Deadline**”). A Bid (as defined below) received after the Bid Deadline shall not constitute a Qualified Bid (as defined below) unless an exception is made by the Debtors in their sole and absolute discretion.

Prior to the Bid Deadline, a Qualified Bidder that desires to make an offer, solicitation, or proposal (a “**Bid**”) shall deliver written copies of its Bid to (1) counsel to the Debtors, **PARSONS BEHLE & LATIMER**, 201 S. Main St., Ste 1800, Salt Lake City, Utah 84111 (Attn: Brian M. Rothschild, Esq.) and brothschild@parsonsbehle.com; and (2) the Office of the United States Trustee, 405 So. Main Street, Suite 300, Salt Lake City, UT 84111 (Attn: Melinda Wilden) (collectively, the “**Notice Parties**”), by the Bid Deadline.

Determination of Qualified Bid Status

To be eligible to participate in the bidding process, each Qualified Bidder must deliver to the Debtors a written offer to be received by the Bid Deadline that is compliant with each of the following conditions:

- (1) Modified Agreement. A Bid must include fully executed transaction documents, pursuant to which the Qualified Bidder proposes to effectuate the contemplated Transaction. A Bid shall include a blacklined copy of the Agreement (the “**Modified Agreement**”) against the form of the Transaction’s form APA attached as Exhibit B to the Motion,³ to show all changes requested by the Bidder, including those related to the Purchase Price, and the Purchased Contracts, the assumption and assignment of which is a condition to closing.
- (2) Acquired Assets; Assumed Liabilities. Each Bid must be for all the Acquired Assets and for at least all or more of the Assumed Liabilities.
- (3) Contingencies. A Bid may not be conditioned on obtaining internal approval, obtaining financing, or on the outcome or review of subsequent due diligence, but may be subject to the accuracy in all material respects at the Closing of specified representation and warranties or the satisfaction in all material respects at the Closing of specified conditions.
- (4) Authorization to Bid. Each Bid must include evidence of authorization and approval from such Qualified Bidder’s board of directors (or comparable governing body) with respect to the submission, execution, delivery, and closing of the Modified Agreement.

³ A Microsoft Word version of the APA can be obtained by contacting the Debtors’ counsel.

- (5) Good Faith Deposit. Each Bid must be accompanied by a cash deposit in an amount equal to ten percent (10%) of the highest proposed purchase price offered by the Qualified Bidder in its Qualified Bid (the “**Good Faith Deposit**”).
- (6) No Fees payable to Qualified Bidder. A Bid shall not request or entitle the Qualified Bidder to any termination fee, expense reimbursement, or similar type of payment.
- (7) Financing Sources. A Bid must contain evidence of the ability to consummate the Transaction satisfactory to the Debtors and the Committee (if any), with appropriate contact information for all such financing sources and may not contain any financing contingency.
- (8) Minimum Initial Bid Requirement. Each Qualified Bidder’s Bid shall have an initial minimum bid of \$7,000,000 (the “**Minimum Initial Bid**”).
- (9) Back-Up Bid Commitment. Each Qualified Bidder’s Bid shall include a binding commitment that the Bid will serve as a Back-Up Bid (defined below) in the event that the initially selected Successful Bidder is unable or unwilling to close the Sale.
- (10) No Collusion. Each Qualified Bidder’s Bid shall include a representation, made under the penalty of perjury, that it has not engaged in any collusion with respect to the bidding or the Sale.

A Bid received from a Qualified Bidder before the Bid Deadline that meets the above requirements, in the Debtors’ reasonable discretion, after consultation with the Committee (if any), and that satisfies the Bid Deadline requirement above, shall constitute a qualified bid (a “**Qualified Bid**”).

Auction

Only if the Debtors receive at least one Qualified Bid (in addition to the Stalking Horse Bid) by the Bid Deadline, then the Debtors shall conduct an auction (the “**Auction**”) of the Acquired Assets to determine the highest and/or otherwise best Bid with respect to the Acquired Assets. No later than July 8, 2023, at 5:00 p.m. (prevailing Utah time), the Debtors will notify all Qualified Bidders of (1) the highest and/or best Qualified Bid received by the Bid Deadline, which shall serve as the baseline bid at the Auction (the “**Baseline Bid**”). The Auction will commence at 9:00 a.m. (prevailing Utah time) on July 10, 2023, at the offices of **PARSONS BEHLE & LATIMER**, 201 S. Main St., Ste 1800, Salt Lake City, Utah 84111.

Participation in the Auction

Only (1) the Debtors and their counsel and professional advisors, (2) other Qualified Bidders and their counsel and professional advisors, (3) any creditors or equity holders of the Debtors that have provided written notice to the Debtors' counsel at least five business days in advance of the Auction of his, her, or its intent to attend the Auction and such creditors' professional advisors, (4) counsel to the Committee (if any) and its professional advisors, and (5) representatives of the Office of the United States Trustee, shall be permitted to attend the Auction and only Qualified Bidders will be entitled to make any subsequent Qualified Bids at the Auction. The Debtors and their professional advisors shall direct and preside over the Auction. Bidding at the Auction shall begin with an amount at least equal to the Baseline Bid plus the minimum Overbid (defined below). All Bids made thereafter shall be Overbids and shall be made and received on an open basis, and all material terms of each Bid shall be fully disclosed to all other Qualified Bidders. The Debtors shall maintain a transcript of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, and the Successful Bid (as defined below). Each Qualified Bidder participating in the Auction must confirm that it has not engaged in any collusion with respect to the bidding or the Sale.

Terms of Overbids

An "**Overbid**" is any bid made at the Auction after the Debtors' announcement of the Baseline Bid. All Overbids shall include (and by making an Overbid, such Qualified Bidder is deemed to include) the same representations, commitments, terms and conditions as such Qualified Bidders first Qualified Bid unless expressly stated otherwise in writing to the Debtors and the Debtors' counsel at the Auction. Any Qualified Bidder's initial Overbid shall be at least \$500,000 in cash or cash equivalents more than the Baseline Bid, and each subsequent Overbid must be made in increments of at least \$500,000 in cash or cash equivalents, or such other consideration that the Debtors deem equivalent or better than at least \$500,000 in cash, over the previous highest or best bid.

Any Overbid made by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless the Debtors accept a higher Qualified Bid as an Overbid. The Debtors shall announce at the Auction the material terms of each Overbid and the basis for calculating the total consideration offered in each such Overbid.

Closing the Auction

Upon conclusion of the bidding process, the Auction shall be closed, and the Debtors shall (1) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the Sale process, including those factors affecting the speed and certainty of consummating the Transaction and the amount of the cash (or cash equivalents) consideration, ease of obtaining approval of assumption and assignment, and other relevant factors (2) determine, in consultation with the Committee (if any), the highest or otherwise best offer for the Acquired Assets (the "**Successful Bid**"), the entity or individual submitting such Successful Bid (the "**Successful Bidder**"), the next highest or otherwise best offer after the Successful Bid

(the “**Back-Up Bid**”), and the entity or person submitting such Back-Up Bid (the “**Back-Up Bidder**”), and (3) advise the Qualified Bidders of such determinations. The Back-Up Bid shall remain open, and the Back-Up Bidder shall be required to fully perform under such Back-Up Bid, until the earlier of consummation of the Transaction with the Successful Bidder or thirty (30) days following the Closing Date set forth in the Successful Bid.

Failure to Close

Except as otherwise agreed to by the parties, in the event the Successful Bidder fails to consummate the Transaction as a result of the Successful Bidder’s default or breach under the applicable purchase agreement, in accordance with the terms of such purchase agreement, by the closing date contemplated in such purchase agreement, the Debtors shall (1) retain the Successful Bidder’s Good Faith Deposit as liquidated damages (along with any other rights available under such purchase agreement) and (2) in consultation with the Committee (if any), be free to enter into a new purchase agreement with the Back-Up Bidder at the purchase price contemplated in the Back-Up Bid.

Following the approval of the Sale of the Acquired Assets to the Successful Bidder at the Sale Hearing, if such Successful Bidder fails to consummate the approved Sale within forty-five (45) days after entry of an order approving such Sale (subject to any required governmental constraints), the Debtors shall be authorized, but not required, to deem the Back-Up Bid, as disclosed at the Sale Hearing, the Successful Bid, and the Debtors shall be authorized, but not required, to consummate the Sale with the Back-Up Bidder without further order of the Bankruptcy Court.

Consent to Jurisdiction as Condition to Bidding

All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Bankruptcy Court and to have waived any right to a jury trial in connection with any disputes among any Qualified Bidder and the Debtors relating to the Auction and the construction and enforcement of the Qualified Bidder’s contemplated Transaction documents, as applicable.

Acceptance of Successful Bid

The Debtors shall sell the Acquired Assets to the Successful Bidder upon the approval of the Successful Bid by the Bankruptcy Court after the Sale Hearing. The Debtors’ presentation of a particular Qualified Bid to the Bankruptcy Court for approval does not constitute the Debtors’ acceptance of such Qualified Bid. The Debtors will be deemed to have accepted a Bid only when the Bid has been approved by the Bankruptcy Court at the Sale Hearing.

Free and Clear of All Interests

As set forth in the APA, except as otherwise provided for therein or in another Successful Bidder’s purchase agreement, all rights, titles, and interests in and to the Acquired Assets subject

thereto shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the “**Interests**”), in accordance with section 363 of the Bankruptcy Code, with such Interests to attach to the proceeds received by the Debtors from the Sale (the “**Sale Proceeds**”) less the amount of cash necessary to fund (1) any professional fee carve-out approved by the Bankruptcy Court as part of the use of cash collateral approved by the Bankruptcy Court in the Chapter 11 Cases and (2) such other wind-up costs as may be approved by the Bankruptcy Court.

Sale Hearing

The Sale Hearing shall be conducted by the Bankruptcy Court on July 27, 2023, at 9:00 a.m. (prevailing Utah time).

Return of Good Faith Deposit

The Good Faith Deposit of the Successful Bidder shall be held and applied to the Purchase Price of such Transaction at Closing. The Good Faith Deposits of all other Qualified Bidders (except the Back-Up Bidder) shall be held in a non-interest-bearing escrow account until five (5) business days after the closing of the Auction, and thereafter returned to the respective unsuccessful bidders (except the Back-Up Bidder). In the event of a breach or failure to consummate an approved sale by the Successful Bidder, or by the Back-Up Bidder in the event the Successful Bidder fails to consummate an approved sale and the Debtors determine to consummate the Transaction with the Back-Up Bidder, the Debtors shall be entitled to retain their respective Good Faith Deposits as part of their damages resulting from the breach or failure to perform by the Successful Bidder or Back-Up Bidder, as applicable.

Modifications

The Debtors, in consultation with the Committee (if any), may modify or make exceptions to these Bid Procedures in their reasonable business judgment to facilitate an open and competitive auction and bidding process. Upon any such change, the Debtors shall provide reasonable notice under all the circumstances to all then-Qualified Bidders.

The Debtors with the help of their professional advisors and in their reasonable discretion may (1) determine which Qualified Bid, if any, is the highest or otherwise best offer and (2) reject, at any time before entry of an order of the Bankruptcy Court approving a Qualified Bid, any Bid that is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code, the Bid Procedures, or the terms and conditions of the Sale, or (c) contrary to the best interests of the Debtors, their estates, and/or their creditors.

[END OF BID PROCEDURES]

EXHIBIT 2

Sale Notice

J. Thomas Beckett, USB #5587
Brian M. Rothschild, USB #15316
Darren Neilson, USB #15005
Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Telephone: 801.532.1234
Facsimile: 801.536.6111
TBeckett@parsonsbehle.com
BRothschild@parsonsbehle.com
DNeilson@parsonsbehle.com
ecf@parsonsbehle.com

Proposed Attorneys for the Debtors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

<p>In re:</p> <p>PolarityTE, Inc., a Delaware corporation</p> <p style="text-align: center;">Debtor</p>	<p>Case No. 23-bk-22358-KRA</p> <p>Case No. 23-bk-22360-KRA</p> <p>Case No. 23-bk-22361-KRA</p>
<p>In re:</p> <p>PolarityTE, MD Inc., a Nevada corporation</p> <p style="text-align: center;">Debtor</p>	<p>Chapter 11</p> <p>Judge Kevin R. Anderson</p>
<p>In re:</p> <p>PolarityTE, Inc., a Nevada corporation</p> <p style="text-align: center;">Debtor</p>	<p style="text-align: center;">THIS NOTICE RELATES TO ALL DEBTORS¹</p>

**NOTICE OF BID DEADLINE, AUCTION, AND SALE HEARING IN
CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF
THE DEBTORS' ASSETS**

¹ The Debtors in these jointly administered chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are PolarityTE, Inc. (9524); PolarityTE MD, Inc. (1555); and PolarityTE, Inc. (6882). The location of the Debtors' service address is 1960 S. 4250 W., Salt Lake City, UT 84104.

NOTICE IS HEREBY GIVEN as follows:

1. On June 6, 2023, the above-captioned debtors and debtors in possession (each a “**Debtor**” and collectively the “**Debtors**”) filed a joint motion seeking approval of, among other things, (a) bid procedures (the “**Bid Procedures**”) in connection with the sale (the “**Sale**”) of substantially all of the Debtors’ assets (the “**Acquired Assets**”), (b) procedures to determine cure amounts and deadlines for objections to certain contracts and leases to be assumed and assigned by the Debtors, (c) the date, time, and place for a sale hearing (the “**Sale Hearing**”) and for objections to the Sale, and (d) related relief with the United States Bankruptcy Court for the District of Utah (the “**Bankruptcy Court**”). By order dated June 16, 2023, the Bankruptcy Court approved the Bid Procedures (the “**Bid Procedures Order**”).²

2. The Debtors prepared a form of asset purchase agreement (the “**APA**” or “**Agreement**”) for the sale of the Acquired Assets free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon to the maximum extent permitted by section 363 of the Bankruptcy Code. As set forth in the Bid Procedures, the sale of the Acquired Assets is subject to competing offers from any prospective bidder that submits a Qualified Bid.

3. All interested parties are invited to submit a Qualified Bid and to make offers to purchase the Acquired Assets in accordance with the terms of the Bid Procedures and the Bid Procedures Order. The deadline to submit materials compliant with the Participation Requirements is July 2, 2023, at 5:00 p.m. (prevailing Utah time). The **Bid Deadline** is July 7, 2023, at 5:00 p.m. (prevailing Utah time). Requests for any other information concerning the Bid Procedures or the Sale should be directed by written request to the undersigned Debtors’ counsel.

4. Under the Bid Procedures Order, in the event the Debtors receive two or more Qualified Bids on or before the Bid Deadline, the Debtors shall conduct the Auction for the purpose of determining the highest and/or best bid for the Acquired Assets. Only (a) the Debtors and their counsel and professional advisors, (b) other Qualified Bidders and their counsel and professional advisors, (c) creditors of the Debtors that have provided written notice to the Debtors’ counsel at least five (5) business days in advance of the Auction of his, her, or its intent to attend the Auction and their professional advisors, and (d) representatives of the Office of the United States Trustee, shall be permitted to attend the Auction. Only Qualified Bidders will be entitled to make subsequent Overbids at the Auction. The Auction will be held commencing at 9:00 a.m. (prevailing Utah time) on July 10, 2023, at the offices of **PARSONS BEHLE & LATIMER** located at 201 S, Main St., Ste 1800, Salt Lake City, Utah 84111, or at such other place and time as the Debtors shall notify all parties that submitted Qualified Bids, or that are otherwise entitled to attend the Auction.

5. The Bankruptcy Court will hold a Sale Hearing on July 27, 2023, at 9:00 a.m. (prevailing Utah time) or such other time as the Bankruptcy Court shall determine, where the

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Bid Procedures Order.

Debtors will intend to seek the Bankruptcy Court's approval of the sale of the Acquired Assets and the assumption and assignment of certain unexpired leases and executory contracts (collectively, the "**Assumed and Assigned Agreements**") to the Successful Bidder at the Auction. In determining the Successful Bidder, in addition to the amount of cash or cash equivalent consideration offered, the Debtors will consider, among other factors, the assumption of liabilities contemplated by each Qualified Bid. The Sale Hearing will be held before the United States Bankruptcy Court for the District of Utah. Such hearing will be conducted telephonically at the following conference line unless otherwise noticed by the Bankruptcy Court on the Docket:

Cases before Judge Anderson:
<https://www.zoomgov.com/j/16030076397>
Meeting ID: 160 3007 6397
Passcode/Participant ID: 6001201
CALL NOW or +1 669 254 5252

6. At the Sale Hearing, the Bankruptcy Court may enter such orders as it deems appropriate under applicable law and as required by the circumstances and equities of the Chapter 11 Cases. Objections, if any, to the Sale of the Acquired Assets or the assumption and assignment of the Assumed and Assigned Agreements pursuant to the terms of the agreement reached between the Debtors and the Successful Bidder shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court for the District of Utah, shall set forth the name of the objecting party, the nature and amount of any claims or interests held or asserted against the Debtors' estates or properties, the basis for the objection and the specific grounds therefore, and shall be filed with the Bankruptcy Court, and be served upon (a) counsel for the Debtors, **PARSONS BEHLE & LATIMER** located at 201 S, Main St., Ste 1800, Salt Lake City, Utah 84111 (Attn: Brian M. Rothschild, Esq.) and brothschild@parsonsbehle.com; (b) the Office of the United States Trustee, 405 So. Main Street, Suite 300, Salt Lake City, UT 84111 (Attn: Melinda Wilden), so as to be received on or before by July 18, 2023, 5:00 p.m. (prevailing Utah time).

DATED June 12, 2023.

PARSONS BEHLE & LATIMER

/s/ Brian M. Rothschild

J. Thomas Beckett
Brian M. Rothschild
Darren Neilson

Proposed Attorneys for the Debtors

EXHIBIT 3

Notice of Assumption, Assignment and Sale

(Provided at top of document)

CERTIFICATE OF SERVICE

I hereby certify that on June 20, 2023, I caused a true and correct copy of the **NOTICE OF THE DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN LEASES AND EXECUTORY CONTRACTS AND FIXING OF CURE AMOUNTS** to be filed with the Court's ECF system, which effected electronic service on the following:

- Thomas Beckett tbeckett@parsonsbehle.com, ecf@parsonsbehle.com;brothschild@parsonsbehle.com
- Darren B. Neilson dneilson@parsonsbehle.com
- Ellen E. Ostrow eostrow@foley.com, lbailey@foley.com;ellen-ostrow-4512@ecf.pacerpro.com;tschuman@foley.com;docketflow@foley.com
- Brian M. Rothschild brothschild@parsonsbehle.com, ecf@parsonsbehle.com;docket@parsonsbehle.com
- United States Trustee USTPRegion19.SK.ECF@usdoj.gov
- Melinda Willden tr melinda.willden@usdoj.gov, Lindsey.Huston@usdoj.gov;James.Gee@usdoj.gov;Rinehart.Peshell@usdoj.gov;Rachelle.D.Armstrong@usdoj.gov;Brittany.Eichorn@usdoj.gov

An additional Certificate of Service will be filed showing the mailing notice given to executory contract counterparties, creditors, and equity holders of the Debtors in accordance with Rule 2002.

I declare under penalty of perjury that this declaration is true and correct.

/s/ Brian M. Rothschild

Brian M. Rothschild