IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
AVENGER FLIGHT GROUP, LLC, *et al*.,	Case No. 26-10183 (MFW)
Debtors.[1]	(Jointly Administered)
	Related Docket No. 383

ORDER APPROVING THE SALE OF THE MEDELLIN SIMULATORS FREE AND CLEAR OF ALL ENCUMBRANCES

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (the "Debtors") in the above captioned chapter 11 cases (collectively, the "Chapter 11 Cases") pursuant to sections 105(a) and 363 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure (the "Local Rules") of the United States Bankruptcy Court for the District of Delaware (the "Court") for entry of an order (this "Sale Order") (a) authorizing and approving the *Sales Agreement for Two (2) A320 Full Flight Simulators*, dated as of May 1, 2026, entered into by and between Debtors AFG Latam Sim Holdings, LLC, and AFG Latam Sim Holdings Iv, LLC, as

[1] The Debtors in these chapter 11 cases and the last four digits of their respective federal tax identification numbers are: Avenger Flight Group, LLC (1216); AFG Dallas III, LLC (5615); AFG Dallas IV, LLC (5558); AFG Dallas, LLC (3418); AFG EU Operations Corp. (9406); AFG FLL, LLC (6470); AFG Latam Holding Corp. (6475); AFG Latam Sim Holdings II, LLC (0473); AFG Latam Sim Holdings III, LLC (2592); AFG Latam Sim Holdings IV, LLC (0093); AFG Latam Sim Holdings, LLC (6475); AFG Latam, LLC (9545); AFG Mexico Corp. (1402); AFG Orlando, LLC (8409); AFG Sanford, LLC (6661); AFG Sim Holding Corp. (3325); Avenger Flight Group Europe, Corp. (5908); Avenger Flight Group Topco, LLC (5643); Avenger Flight Training, LLC (5640); Avenger Flight Group Mexico II, S. de R.L. de C.V, (N/A); and Papi Flight Training, LLC (6206). The location of the Debtors' corporate headquarters and the Debtors' service address is Avenger Flight Group LLC, 1450 Lee Wagener Blvd., Fort Lauderdale, FL 33315.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Medellin Sales Agreement, or to the extent not defined therein, the Motion.

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sellers (the "Sellers," and each a "Seller") and Aviomar S.R.L., as buyer (together with its designees and assignees, the "Buyer"), a copy of which is filed as Exhibit B to the Motion (as amended, modified, or supplemented from time to time, the "Medellin Sales Agreement"), (b) authorizing and approving the sale of one (1) A320 used Full Flight Simulator, bearing serial number 00002635 and one (1) A320 used Full Flight Simulator bearing serial number 00002659 (collectively, the "Medellin Simulators"), and related assets (individually and/or collectively with the Medellin Simulators, the "Medellin Assets") to the Buyer pursuant to the Medellin Sales Agreement (the "Sale") free and clear of all claims, liens, interests, and encumbrances (other than the Assumed Liabilities or Permitted Liens), and (c) granting related relief; and the Debtors having determined that the highest and otherwise best offer for the Medellin Assets was made by the Buyer pursuant to the Medellin Sales Agreement; and the Court having conducted a hearing on May 13, 2026 (the "Sale Hearing"), at which time all parties in interest were offered an opportunity to be heard with respect to the Sale and to consider the approval of the Sale pursuant to the terms and conditions of the Medellin Sales Agreement, and the Court having considered: (i) the Motion and any responses thereto; (ii) the Sale; (iii) the arguments of counsel made, and evidence adduced, related thereto; and (iv) the record of the Sale Hearing held before the Court; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Medellin Sales Agreement and the Sale and other transactions contemplated by the Medellin Sales Agreement; and it appearing that the relief requested in the Motion is a sound exercise of the Debtors' business judgment and is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor; it

is hereby **FOUND, CONCLUDED, AND ORDERED THAT**:[3]

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these Chapter 11 Cases pursuant to Bankruptcy Rule 9014.

B. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. This Court has jurisdiction over the Motion and over the property of the Debtors, including the Medellin Assets to be sold, transferred, and conveyed pursuant to the Medellin Sales Agreement, pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 Cases and the Motion in this District and Court is proper under 28 U.S.C. §§ 1408 and 1409.

D. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rule 6004(h), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Sale Order, and directs immediate entry of judgment as set forth herein.

E. The Debtors' rights, title, and interest in the Medellin Assets constitute property of the Sellers' bankruptcy estates and title thereto is vested in the Sellers' bankruptcy estates within the meaning of section 541(a) of the Bankruptcy Code.

[3] All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not otherwise inconsistent with the express terms of this Sale Order.

F. The statutory bases for the relief requested in the Motion and provided for herein are sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004.

G. On February 11, 2026 (the "Petition Date"), the Debtors filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code, commencing these Chapter 11 Cases. Since the Petition Date, the Debtors have continued to operate their businesses and manage their property as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

H. This Court previously entered the *Final Order (I) Authorizing the Debtors to Obtain Senior Secured Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Dkt. No. 160] (the "Final DIP Order"), pursuant to which Debtors, the DIP Lenders and the Prepetition Lenders (as those terms are defined in the Final DIP Order) acknowledged and agreed that Export Development Canada ("EDC") holds valid, binding, enforceable, non-avoidable, and properly perfected, first priority liens on the Medellin Assets.

I. As evidenced by the affidavits or certificates of service and publication previously filed with the Court, demonstrated by the evidence presented at the Sale Hearing, and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Sale, and the Medellin Sales Agreement has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9007, and 9014.

J. A reasonable opportunity to object to and to be heard regarding the relief granted by this Sale Order has been afforded to parties entitled to notice pursuant to Bankruptcy Rule 6004(a).

K. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion and provided for herein.

L. The disclosures made by the Debtors at (i) the Sale Hearing and (ii) in the Motion, and related documents filed with the Court concerning the Medellin Sales Agreement, the Sale and the Sale Hearing were good, complete and adequate.

M. The marketing of the Medellin Assets and the negotiation of the Medellin Sales Agreement were non-collusive, were proposed and executed in good faith as a result of arms'-length negotiations, and were substantively and procedurally fair to all parties.

N. The terms contained in the Medellin Sales Agreement constitute the highest and best offer for the Medellin Assets and will provide a greater recovery for the Medellin Assets than would be provided by any other available alternative. The Medellin Sales Agreement and the Sale contemplated thereby represent a fair and reasonable agreement to purchase the Medellin Assets under the circumstances of these Chapter 11 Cases. No other entity or group of entities has presented a higher or otherwise better offer to the Debtors to purchase the Medellin Assets. The Debtors' determination that the Medellin Sales Agreement constitutes the highest and best offer for the Medellin Assets constitutes a valid and sound exercise of Debtors' business judgment.

O. Approval of the Motion and the Medellin Sales Agreement and the consummation of the Sale contemplated thereby is in the best interests of the Debtors, their creditors and estates and other parties in interest in these Chapter 11 Cases.

P. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale of the Medellin Assets, among other reasons: (i) the Medellin Sales Agreement constitutes the highest and best offer for the Medellin Assets after an extensive marketing process; (ii) the Medellin Sales Agreement and closing of the

Sale is the best opportunity to realize the value of the Medellin Assets; and (iii) any other transaction would not have yielded as favorable an economic result.

Q. The Buyer is purchasing the Medellin Assets in good faith and at arms' length and is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, therefore, is entitled to the full protections of that provision, including in the event that this Sale Order or any portion hereof is reversed or modified on appeal, and otherwise has proceeded in good faith in all respects in connection with the sale of the Medellin Assets.

R. The Medellin Sales Agreement and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. The Debtors, the Buyer, EDC and their respective agents, representatives, and affiliates have not engaged in any conduct that would cause or permit the Medellin Sales Agreement or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

S. The Buyer participated in the Sale process in good faith and has not acted in a collusive manner with any of the other bidders, potential bidders, or any other parties interested in the Medellin Assets.

T. Pursuant to the Medellin Sales Agreement and as more fully set forth therein, the Buyer has offered to purchase the Medellin Assets in exchange for, without duplication: (i) a cash purchase price in the amount of $1,472,450.00 and (ii) the assumption of certain tax and rent liabilities related to the Medellin Assets (as set forth in the Medellin Sales Agreement).

U. As set forth more fully in the Final DIP Order, the Medellin Secured Obligations (as defined in the Final DIP Order): (i) constitute legal, valid, binding, enforceable, and unavoidable obligations of the Debtors; and (ii) are secured by valid, binding, enforceable,

unavoidable and properly perfected liens on EDC's Medellin Collateral, (as defined in the Final DIP Order), including the Medellin Assets.

V. The consideration provided by the Buyer pursuant to the Medellin Sales Agreement: (i) is fair and adequate and (ii) constitutes reasonably equivalent value and fair consideration under the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, the Bankruptcy Code, the laws of the United States, any state, territory, or possession thereof, and the District of Columbia, and any other applicable laws. The Medellin Sales Agreement was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or under any other applicable law. Neither the Debtors nor the Buyer have entered into the Medellin Sales Agreement or are consummating the Sale with any fraudulent intent or otherwise improper purpose. The Court's approval of the Motion as set forth herein, the Sale, and the Medellin Sales Agreement is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

W. By consummating the Sale, the Buyer is not a mere continuation of any or all of the Debtors or their estates and there is no continuity, no common identity, and no continuity of enterprise between the Buyer and the Debtors. The Buyer is not a successor to the Debtors or the Debtors' estates by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer and the Debtors. The Buyer will not assume or in any way be responsible for any obligation or liability of the Debtors and/or the Debtors' estates, except as expressly provided in this Sale Order or the Medellin Sales Agreement.

X. The Debtors, acting by and through their existing agents, representatives, and officers, have full corporate power and authority to execute and deliver the Medellin Sales Agreement and all other documents contemplated thereby, and the Debtors require no further

consents or approvals to consummate the Sale contemplated by the Medellin Sales Agreement, except as otherwise set forth in the Medellin Sales Agreement.

Y. The transfer of each of the Medellin Assets to the Buyer will be as of the Closing Date a legal, valid, and effective transfer of such Medellin Assets, and vests or will vest the Buyer with all right, title, and interest of Sellers to the Medellin Assets free and clear of all Interests or Claims (as defined below) accruing, arising, or relating thereto any time prior to the Closing Date, unless otherwise expressly assumed in, or transferred by, the Medellin Sales Agreement.

Z. The Debtors may sell the Medellin Assets free and clear of all Interests or Claims against the Debtors, their bankruptcy estates, or any of the Medellin Assets (unless otherwise expressly assumed in, or transferred by, the Medellin Sales Agreement) because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Each of the Interests or Claims (other than the Assumed Liabilities or Permitted Liens) that is attached to the Medellin Assets to be transferred on the Closing Date: (i) is subject to release or discharge under applicable non-bankruptcy law, (ii) is held by an entity that has consented to the Sale or is deemed to have consented to the Sale, (iii) constitutes a lien against some or all of the Medellin Assets and the price at which such property is to be sold under the Medellin Sales Agreement is greater than the aggregate value of all liens on such property, (iv) is the subject of a bona fide dispute, and/or (v) is held by an entity that could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interests or Claims.

AA. As set forth in the Final FIP Order, the Debtors, the DIP Lenders and the Prepetition Term Lenders consent to the Sale of the Medellin Assets pursuant to this Sale Order and the Medellin Sales Agreement. The holders of Interests or Claims against the Debtors, their bankruptcy estates, or any of the Medellin Assets who did not object, or who withdrew their

objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests or Claims who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

BB. If the Sale were not free and clear of all Interests or Claims, or if the Buyer would, or in the future could, be liable for any of the Interests or Claims (other than the Assumed Liabilities or Permitted Liens), the Buyer would not have entered into the Medellin Sales Agreement and would not consummate the Sale.

CC. The Medellin Sales Agreement and Sale must be approved and the Closing must occur promptly to preserve the value of the Medellin Assets.

DD. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the consideration provided by the Buyer under the Medellin Sales Agreement, the Sale constitutes a reasonable and sound exercise of the Debtors' business judgment, is in the best interests of the Debtors, their bankruptcy estates, their creditors, and other parties in interest in these Chapter 11 Cases, and should be approved.

EE. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale.

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

1. The relief requested in the Motion, and the transactions contemplated thereby and by the Medellin Sales Agreement, are **APPROVED** as set forth in this Sale Order and on the

record of the Sale Hearing, which is incorporated herein as if fully set forth in this Sale Order, and the Sale contemplated by the Medellin Sales Agreement is **APPROVED**.

2. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits. Notice of the Motion, the Sale Hearing, and the Sale was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004.

Approval of the Sale of the Medellin Assets

3. The Medellin Sales Agreement, including all other ancillary documents, and all of the terms and conditions thereof, and the Sale contemplated thereby, including the Purchase Price, are hereby approved in all respects.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, acting by and through their existing agents, representatives, and officers, are authorized and empowered to take any and all actions necessary or appropriate to: (a) consummate and close the Sale pursuant to and in accordance with the terms and conditions of this Sale Order and the Medellin Sales Agreement; (b) transfer and assign all rights, title, and interest to all property and rights to be conveyed in accordance with the terms and conditions of this Sale Order and the Medellin Sales Agreement; and (c) execute and deliver, perform under, consummate, and implement this Sale Order, the Medellin Sales Agreement, and all additional instruments and documents that may be reasonably necessary or desirable to implement this Sale Order, the Medellin Sales Agreement, and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by this Sale Order, the Medellin Sales Agreement, and any such other ancillary documents.

5. This Sale Order shall be binding in all respects upon (a) the Debtors, (b) their bankruptcy estates, (c) all creditors, (d) all holders of equity interests in the Debtors, (e) all holders of any Interests or Claims (whether known or unknown) against the Debtors, (f) any and all alleged holders of Interests or Claims against or on all or any portion of the Medellin Assets, (g) all counterparties to any executory contract or unexpired lease of the Debtors, (h) the Buyer and all agents, representatives, affiliates, and permitted successors and assigns of the Buyer, and (i) any trustee, examiner, or other fiduciary under any section of the Bankruptcy Code subsequently appointed in the Debtors' Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any or all of the Debtors' cases. The terms and provisions of the Medellin Sales Agreement and this Sale Order shall inure to the benefit of the Debtors, their bankruptcy estates, and their creditors, the Buyer and all agents, representatives, affiliates, and permitted successors and assigns of the Buyer, and any other affected third parties, including all persons asserting any Interests or Claims in the Medellin Assets to be sold to the Buyer pursuant to the Medellin Sales Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee, party, entity, or other fiduciary such terms and provisions likewise will be binding.

Sale and Transfer of Medellin Assets

6. Pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, upon the Closing Date and pursuant to and except as otherwise set forth in the Medellin Sales Agreement, in each case solely with respect to the Medellin Assets, the Debtors' rights, title and interests in and to the Medellin Assets will be transferred to the Buyer free and clear of all liens (including as defined in section 101(37) of the Bankruptcy Code, and whether consensual, statutory, possessory, judicial, or otherwise), claims (as defined in section 101(5) of the Bankruptcy Code) ("Claims"), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, obligations,

liabilities, demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, or interests of any kind or nature whatsoever, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to, on, or subsequent to, the commencement of these Chapter 11 Cases, and in each case, whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to: (i) mortgages, security deeds, deeds of trust, pledges, charges, security interests, levies, hypothecations, encumbrances, easements, servitudes, leases, subleases, licenses, rights-of-way, encroachments, restrictive covenants, restrictions on transferability, voting, sale, transfer or other similar restrictions, rights of setoff (except for setoffs validly exercised before the Petition Date, or preserved in a timely filed proof of claim or motion filed with the Court), rights of use or possession, conditional sale arrangements, deferred purchase price obligations, profit sharing interest, or any similar rights; (ii) all Claims, including, without limitation, all rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff (except for setoffs validly exercised before the Petition Date, or preserved in a timely filed proof of claim or motion filed with the Court), indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of a Debtor or any other Person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise;

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

or out of, in connection with, or in any way relating to the operation of the Medellin Assets before the closing of a Sale; (x) any unexpired and executory contract or unexpired lease to which a Debtor is a party; (xi) any other excluded liabilities under the Medellin Sales Agreement; and (xii) encumbrances arising under or in connection with any acts, or failures to act, of a Debtor or any of its predecessors, affiliates, or subsidiaries, including, but not limited to, Interests or Claims arising under any doctrines of successor liability (to the greatest extent permitted by applicable law), or transferee or vicarious liability, violation of the Securities Act, the Exchange Act, or other applicable securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable law or otherwise (collectively, "Interests or Claims"), with all such Interests or Claims to attach to the net cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect that they now have as against the Medellin Assets, subject to any claims and defenses that the Debtors and their bankruptcy estates may possess with respect thereto.

7. On the Closing Date, this Sale Order will be construed and will constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Medellin Assets or a bill of sale transferring good and marketable title in such Medellin Assets to the Buyer pursuant to the terms and conditions set forth in this Sale Order and the Medellin Sales Agreement.

8. Subject to the terms and conditions of this Sale Order, the transfer of the Medellin Assets to the Buyer pursuant to the Medellin Sales Agreement and the consummation of the Sale and any related actions contemplated thereby (a) do not require any consents other than as specifically provided for in this Sale Order and the Medellin Sales Agreement, (b) constitute a legal, valid, and effective transfer of the Medellin Assets, and (c) will vest the Buyer with all of

the Debtors' rights, title, and interests in and to the Medellin Assets as set forth in this Sale Order and the Medellin Sales Agreement, as applicable, free and clear of all Interests or Claims of any kind or nature whatsoever.

9. Upon consummation of the Sale, if any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or recorded real property interests, or filed any other documents or agreements evidencing Interests or Claims (other than the Assumed Liabilities or Permitted Liens) against or in the Medellin Assets has not delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests or Claims that the person or entity has with respect to the Medellin Assets (unless otherwise expressly assumed in, or transferred by, the Medellin Sales Agreement), or otherwise, then: (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Medellin Assets; and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, will constitute conclusive evidence of the release of all Interests or Claims in the Medellin Assets of any kind or nature (except as otherwise expressly assumed in, or transferred by, the Medellin Sales Agreement); *provided that*, notwithstanding anything in this Sale Order or the Medellin Sales Agreement to the contrary, the provisions of this Sale Order will be self-executing, and neither the Debtors nor Buyer will be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order. For the avoidance of doubt, upon consummation of the Sale, the Buyer is authorized to file termination statements, lien terminations, or other amendments in any required jurisdiction to remove notice filings, financing statements,

or other documents recorded to attach, perfect, or otherwise notice any lien or encumbrance relating to the Medellin Assets that is extinguished or otherwise released pursuant to this Sale Order under section 363 of the Bankruptcy Code and the related provisions of the Bankruptcy Code.

10. Except to enforce the Medellin Sales Agreement, all entities, including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts and unexpired leases, customers, dealers, sale representatives, vendors, suppliers, trade creditors, current and former directors, officers and employees of the Debtors, and any other creditors holding or entitled to assert, directly or indirectly, Interests or Claims of any kind or nature whatsoever against or in the Debtors and their bankruptcy estates or the Medellin Assets arising under or out of, in connection with, or in any way relating to the Medellin Assets or the transfer of the Medellin Assets to the Buyer, hereby are forever barred and estopped, from asserting any such Interests or Claims arising prior to the Closing directly or indirectly against the Buyer and its permitted successors, designees, and assigns, or property, or the Medellin Assets conveyed in accordance with the Medellin Sales Agreement.

11. As of and after the Closing, each of the Debtors' creditors is hereby authorized to execute such documents and take all other actions as may be necessary to release its Interests or Claims in the Medellin Assets (if any) as such Interests or Claims may have been recorded or may otherwise exist.

Additional Provisions

12. Following the Closing, no holder of an Interests or Claims against the Debtors and their bankruptcy estates or the Medellin Assets may interfere with the Buyer's title to or use and enjoyment of the Medellin Assets based on or related to such Interests or Claims or any actions

that the Debtors and their bankruptcy estates may take in these Chapter 11 Cases or any successor case.

13. The Debtors, including their officers and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Medellin Sales Agreement and this Sale Order. The Debtors shall be, and hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Order and the relief granted pursuant to this Sale Order. No consents or approvals, other than those expressly provided for in the Medellin Sales Agreement or this Sale Order, are required for the Debtors to consummate the Sale.

14. The consideration provided by the Buyer to the Debtors pursuant to the Medellin Sales Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and any other applicable law within the meaning of section 544(b) of the Bankruptcy Code, under the laws of the United States, any state, territory, or possession, and the District of Columbia.

15. The Buyer and its affiliates, designees, successors, and assigns shall not be deemed or considered to (a) be a successor (or other such similarly situated party) to the Debtors, including a "successor employer" for purposes of the Internal Revenue Code of 1986, ERISA, or other applicable laws; (b) have any responsibility or liability for any obligations of the Debtors, or any affiliate thereof, based on any theory of successor or similar theories of liability; (c) have, *de facto* or otherwise, merged with or into any of the Debtors; (d) be an alter ego or a mere continuation or substantial continuation of any of the Debtors (and there is no continuity of enterprise between the Buyer and any Debtor), including within the meaning of any foreign, federal, state, or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule, or regulation

(including filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine; or (e) be holding itself out to the public as a continuation of any of the Debtors or their respective estates.

16. The Sale is undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale will not affect the validity of the Sale (including the sale free and clear of all Interests or Claims (unless otherwise expressly assumed in, or transferred by, the Medellin Sales Agreement)), unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Buyer is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

17. As a good-faith purchaser of the Medellin Assets, the Buyer has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Medellin Assets, and therefore the sale of the Medellin Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

18. Upon the Closing of the Sale, the Purchase Price shall be paid directly to EDC pursuant to Section 2 of the Medellin Sales Agreement. EDC is authorized to amend or otherwise modify any filed proofs of claim as may be necessary to reflect the receipt of such amounts.

19. Nothing in this Sale Order or the Medellin Sales Agreement (i) releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order; (ii) authorizes the transfer or assignment of any governmental (a) license,

(b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, absent compliance with applicable non-bankruptcy law; or (iii) divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

20. Nothing contained in any plan of liquidation or reorganization, or order of any type or kind entered in these Chapter 11 Cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Sale Order, will conflict with or derogate from the terms of this Sale Order or the Medellin Sales Agreement.

21. The mere failure to specifically include any particular provisions of the Medellin Sales Agreement, including any of the documents, agreements, or instruments executed in connection therewith in this Sale Order shall not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the Medellin Sales Agreement and each document, agreement or instrument be authorized and approved in its entirety, provided, however, to the extent there are any inconsistencies between the terms of this Sale Order and the Medellin Sales Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order will govern.

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

23. To the extent that this Sale Order is inconsistent with any prior order or pleading solely with respect to the Medellin Assets, the terms of this Sale Order will govern.

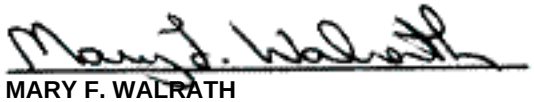
24. The Medellin Sales Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

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

26. Notwithstanding the provisions of Bankruptcy Rules 6004(h) or 7062 or any applicable provisions of the Local Rules, this Sale Order shall not be stayed after the entry hereof, but will be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rule 6004(h) is hereby expressly waived and shall not apply.

27. This Court will retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Medellin Sales Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

28. For the avoidance of doubt, the relief granted herein, including approval of the Sale and the Medellin Sales Agreement and all findings and protections afforded to the Buyer, shall apply solely to the Medellin Assets and shall not apply to any other assets of the Debtors or their estates.



Dated: May 14th, 2026
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE