Docket #0472 Date Filed: 11/13/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Noble Supply & Logistics, LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11369 (CTG) (Jointly Administered) **Re: Docket Nos. 91, 219, 276, 283, 284, 290, 295, 296, 297, 300, 301, 313, 437, 441, 443, 446, 447, 455, 456, 460 & 462**

CERTIFICATION OF COUNSEL REGARDING REVISED PROPOSED ORDER (A) APPROVING THE SALE OF THE DEBTORS' ASSETS TO BRIGGS MANAGEMENT PARTNERS, LLC FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (C) GRANTING RELATED RELIEF

The undersigned counsel for the debtors and debtors in possession in the above-captioned cases (the "Debtors"), hereby certifies as follows:

1. On September 26, 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and*

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' federal tax identification number, are: Noble Supply & Logistics, LLC (7926); COTS Solutions, LLC (4477); Federal Resources Supply Company, LLC (3636); FRS Holdings, LLC (2327); K.D. Analytical Consulting, LLC (6637); KDA Acquisition, LLC (5870); Noble Defense Corporation (N/A); Noble Equity Holdings, LLC (0851); Noble.com, LLC (4712); Noble Mission Support, LLC (7908); and Tactical & Survival Specialties, LLC (2266). The location of the Debtors' principal place of business and the Debtors' service address in these Chapter 11 Cases is 1 Marina Park Drive, Suite 220, Boston, MA 02210.

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(VI) Granting Related Relief [Docket No. 219] (the "Bidding Procedures Order"),[2] which approved, among other things, certain procedures (the "Bidding Procedures") in connection with the sale of substantially all of the assets of the Debtors. Pursuant to the Bidding Procedures Order, any Cure Objections were to be filed and served by October 9, 2026 at 4:00 p.m. (ET), any Sale Objections were to be filed and served by October 21, 2026 at 4:00 p.m. (ET), and any Supplemental Sale Objections and Adequate Assurance Objections were to be served by November 9, 2026 at 4:00 p.m. (ET) (as such deadlines may have been extended by the Debtors for any party, the "Objection Deadlines").

2. On November 5, 2026, the Debtors conducted the Auction for certain assets that comprise the Debtors' NobleIQ business segment and, upon conclusion of the Auction, in their reasonable business judgment and in consultation with the Consultation Parties, designated Briggs Management Partners, LLC ("Briggs") as the Successful Bidder with respect thereto.

3. On November 6, 2026, the Debtors filed the *Notice of Auction Results* [Docket No. 437] which, among other things, set forth the material terms of Briggs' Successful Bid, subject to agreement on definitive documentation.

4. On or before the applicable Objection Deadlines, the following parties filed Cure Objections, Sale Objections, Supplemental Sale Objections and/or Adequate Protection Objections (collectively, the "Objections"): (a) Thermo Fisher Scientific ("Thermo") [Docket No. 276]; (b) Paradise Pillow Inc. [Docket No. 283]; Airgas USA, LLC [Docket No. 284]; J.F. Taylor [Docket No. 290]; Weatherproofing Technologies, Inc. [Docket No. 295]; JDI Integrations [Docket No. 296]; the United States of America (the "United States") [Docket Nos. 297 & 443];

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Bidding Procedures.

Teledyne [Docket No. 300]; Rae Systems, Inc., Honeywell Analytics Inc. and Honeywell Analytics Inc.-Formerly BW Tech (collectively, "Honeywell") [Docket Nos. 301 & 441]; Anduril Industries, Inc. [Docket No. 313]; Bering Straits Professional Services, LLC ("BSPS") [Docket No. 446]; Oracle America, Inc. ("Oracle") [Docket No. 447]; and Three Four Three, LLC ("Three Four Three") [Docket No. 462]. In addition, the Debtors also received informal comments from Brett Bigger ("Mr. Bigger").

5. On November 11, 2026, the Debtors filed the *Debtors' Omnibus Reply to (I) Objections to the Proposed Sale of Certain of the Debtors' Assets to Briggs Management Partners, LLC and (II) Cure Objections* [Docket No. 455].

6. On November 11, 2026, the Official Committee of Unsecured Creditors (the "Committee") filed the *Reservation of Rights of the Official Committee of Unsecured Creditors in Connection with the Debtors' Cash Collateral Motion and Sale Motion* [Docket No. 456] (the "Committee RoR").

7. On November 11, 2026, the Debtors filed the *Notice of Filing of (I) Proposed Order (A) Approving the Sale of the Debtors' Assets to Briggs Management Partners, LLC Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief and (II) Asset Purchase Agreement* [Docket No. 460] (the "Notice of Filing"). Attached to the Notice of Filing as **Exhibit A** was a proposed form of sale order approving the sale to Briggs (the "Proposed Sale Order"). Attached to the Notice of Filing as **Exhibit B** was that certain *Asset Purchase Agreement* dated November 11, 2026 by and between Debtor Noble Equity Holdings, LLC and its applicable subsidiaries and affiliates named therein, as sellers, and Briggs, as purchaser (the "Briggs APA").

8. Since the Debtors filed the Notice of Filing, the following parties have agreed to adjourn their respective Objections: Rae Systems, Inc., Honeywell, Airgas USA, LLC, J.F. Taylor, Inc., JDI Integrations, LLC, Paradise Pillows, Inc., Weatherproofing Technologies, Inc., Anduril Industries, Inc., and Teledyne.

9. The Debtors, Briggs, Thermo, Bering Straits, the United States, BSPS, Oracle, Three Four Three, and Mr. Bigger have agreed to a revised proposed form of sale order approving the sale to Briggs (the "Revised Proposed Sale Order"), a copy of which is attached hereto as **Exhibit A**.[3] The Revised Proposed Sale Order resolves the Committee RoR with respect to the Sale.

10. For the convenience of the Court and other interested parties, attached hereto as **Exhibit B** is a blackline of the Revised Proposed Sale Order marked against the Proposed Sale Order.

11. All of the Objections have either been adjourned or resolved through consensual resolutions embodied in the Revised Proposed Sale Order.

12. The Committee and the Prepetition Agents do not object to entry of the Revised Proposed Sale Order. As no other objection or responses have been received, the Debtors respectfully request that the Revised Proposed Sale Order approving the Briggs APA be entered at the Court's earliest convenience.

[*Remainder of this page intentionally left blank.*]

[3] A copy of the Briggs APA is attached to the Revised Proposed Sale Order as Exhibit A.

Dated: November 13, 2026
Wilmington, Delaware

/s/ Jack M. Dougherty

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Exhibit A

Revised Proposed Sale Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Noble Supply & Logistics, LLC, *et al.*,	Case No. 26-11369 (CTG)
Debtors.[1]	(Jointly Administered)
	Re: Docket Nos. 91, 219 & 459

ORDER (A) APPROVING THE SALE OF THE DEBTORS' ASSETS TO BRIGGS MANAGEMENT PARTNERS, LLC FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (C) GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief* [Docket No. 91] (the "Motion")[2] filed by the debtors and debtors-in-possession (the "Debtors") in

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[2] Capitalized terms used but not defined herein have the meaning ascribed to them in the Bidding Procedures Order, the Briggs APA, or the Cash Collateral Order (each as defined herein), as applicable.

the above-captioned chapter 11 cases; and the Court having entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [D.I. 219] (the "Bidding Procedures Order"); and the Debtors having solicited Bids in accordance with the Bidding Procedures; and the Debtors having selected a Successful Bidder for those assets of the Debtors set forth in the *Asset Purchase Agreement* dated November 11, 2026 (as may be amended, supplemented, or otherwise modified from time to time, the "Briggs APA") by and between Debtors Noble Equity Holdings, LLC and its applicable subsidiaries and affiliates as seller(s) (the "Sellers"), and Briggs Management Partners, LLC as purchaser (the "Purchaser"), which is attached hereto as **Exhibit A** (collectively, the "Purchased Assets"), and which are the subject of this order (this "Sale Order"); and the Court having conducted and concluded a hearing on November 16, 2026 (the "Sale Hearing"), to consider approval of (i) the sale of the Purchased Assets under the Briggs APA (the "Sale") free and clear of all Liens,[3] Claims (as defined in section 101(5) of title 11 of the United States Code (the "Bankruptcy Code")) and other interests; and (ii) the assumption and assignment of certain executory contracts and unexpired leases; and all parties-in-interest having been heard, or having had the opportunity to be heard, regarding the Sale; and upon the record of the Sale Hearing, the First Day Declaration, the Lansio Declaration, and the *Supplemental Declaration of Lisa Lansio in Support of Debtors' Motion for Entry of an Order (A) Approving the Sale of the Debtors' Assets*

[3] The term "Lien" as used in this Sale Order shall include, without limitation, any statutory lien on real and personal property and any and all "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof.

Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief [Docket No. 459] (the "Sale Declaration") and after due deliberation thereon, and good cause appearing therefor; **IT IS HEREBY FOUND AND DETERMINED THAT:**[4]

A. **Bankruptcy Petition**. On August 30, 2026 (the "Petition Date"), the Debtors commenced their cases by filing petitions for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases").

B. **Jurisdiction and Venue**. The Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a) and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Final Order**. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Time is of the essence in closing the Sale referenced herein, the Debtors and the Purchaser intend to close the Sale as soon as practicable, and there is no just reason for delay in the implementation of this Sale Order. Specifically, the Sale must be approved and consummated promptly in order to maximize the value to the Debtors, their estates, their creditors, and all other parties-in-interest. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004(h) and 6006(d).

D. **Statutory Predicates**. The statutory predicates for the relief sought in the Motion are sections 105, 363, and 365 of the Bankruptcy Code, Rules 2002, 6004, 6006, 9007, 9008, and

[4] This Sale Order shall be deemed to incorporate all findings of fact and conclusions of law made on the record at the hearing for consideration of the entry of the Bidding Procedures Order and the Sale Hearing (as defined herein) pursuant to Bankruptcy Rule 7052. In addition, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate pursuant to Bankruptcy Rule 7052.

9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1, 6004-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

E. **Notice**. As evidenced by the certifications of service previously filed with the Court [Docket Nos. 99, 260, 438, & 439], and based on the representations of counsel at the Sale Hearing, proper, timely, adequate and sufficient notice of the Motion, Briggs APA, this Sale Order and the Sale Hearing, have been provided in accordance with the Bidding Procedures Order, sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014 and the Bidding Procedures Order, and Local Rule 6004-1. Such notice was good and sufficient and appropriate under the particular circumstances and all known creditors of the Debtors and other parties-in-interest in the Chapter 11 Cases were offered a reasonable opportunity to object and be heard. No other or further notice of the Motion, including, without limitation, the Briggs APA, the assumption and assignment of the Purchased Contracts (as defined below) (and proposed Cure Costs related thereto), the Sale Hearing, or of the entry of this Sale Order was or is necessary or shall be required.

F. In accordance with the Bidding Procedures Order, and as evidenced by certification of service previously filed with this Court [Docket No. 260], the Assumption and Assignment Notice [Docket No. 252] has been provided to the counterparties (the "Contract Counterparties") to the contracts identified thereon, including the contracts which are being assumed and assigned to the Purchaser pursuant to the Briggs APA, and this Sale Order (the "Purchased Contracts").

G. The service of the Assumption and Assignment Notice was sufficient under the circumstances and no further notice need be given in respect of assumption and assignment of the Purchased Contracts or the proposed Cure Costs related thereto, if any. The Contract

Counterparties to the Purchased Contracts have had a reasonable opportunity to object to the assignment and assumption of the Purchased Contracts and the associated Cure Costs. The subject Contract Counterparties did not timely file an objection to the Assumption and Assignment Notices, including to the Cure Costs, or have resolved any such objection(s).

H. The Debtors continue to operate their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

I. No trustee or examiner has been appointed in the Chapter 11 Cases.

J. The disclosures made by the Debtors concerning the Motion, the Briggs APA, the Sale, the Purchaser, and the Sale Hearing were good, complete and adequate.

K. **Opportunity to Object**. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all creditors of the Debtors and other parties-in-interest in the Chapter 11 Cases, including, without limitation, the following: (i) the United States Trustee for Region 3; (ii) the Consultation Parties; (iii) all parties asserting a security interest in the Purchased Assets to the extent any such interest is reasonably known to the Debtors; (iv) various federal, state, county and city tax and regulatory authorities; (v) all entities known to have expressed an interest in a transaction with respect to the Purchased Assets or that have been identified by the Debtors or their advisors as a potential Purchaser of the Purchased Assets; (vi) local, state and federal authorities and agencies that have issued licenses or permits to the Debtors with respect to the operation and use of the Purchased Assets; (vii) the Contract Counterparties whose contracts identified as being assigned; (viii) all of the Debtors' known creditors, and (ix) all parties requesting notice pursuant to Bankruptcy Rule 2002.

L. **Title in the Purchased Assets**. The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section

541(a) of the Bankruptcy Code. The Debtors are the sole and lawful owners of the Purchased Assets.

M. **Extensive Efforts by the Debtors**. The Debtors worked with their counsel and their investment banker, Portage Point, to implement a process to pursue a transaction or transactions that would allow the Debtors to maximize value of the Purchased Assets. The Sale that is the subject of this Sale Order is the result of the Debtors' extensive efforts seeking to maximize recoveries to the Debtors' estates for the benefit of their creditors.

N. **Business Justification**. The Debtors have demonstrated a sufficient basis and compelling circumstances to sell the Purchased Assets to the Purchaser, and to assume and assign the Purchased Contracts to the Purchaser pursuant to the terms and conditions of the Briggs APA. Such action is an appropriate exercise of the Debtors' business judgment and in the best interest of the Debtors, the estates and their creditors. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Purchased Assets if the Sale is not consummated quickly; and (ii) the Successful Bid set forth in the Briggs APA constitutes the highest and best offer for the Purchased Assets. Entry of this Sale Order (and all provisions hereof) is a condition precedent to the Purchaser consummating its obligations under the Briggs APA.

O. **Opportunity to Bid**. The Debtors and their professionals marketed the Purchased Assets appropriately and conducted the marketing and sale process as set forth in the Motion and the Sale Declaration in good faith without collusion and in accordance with the Bidding Procedures and the Bidding Procedures Order. The marketing process set forth in the Bidding Procedures and the Bidding Procedures Order was fair in substance and procedure and afforded a full and fair opportunity for any party to make a higher or otherwise better offer to purchase the Purchased

Assets. Based upon the record of these proceedings, all creditors of the Debtors, other parties-in interest in the Chapter 11 Cases, and all prospective bidders have been afforded a reasonable and fair opportunity to bid for the Purchased Assets.

P. **Highest or Otherwise Best Offer**. The total consideration provided by the Purchaser for the Purchased Assets is the highest and otherwise best offer for the Purchased Assets received by the Debtors. The Debtors, the Purchaser, and their respective agents and representatives, have complied in all respects with the Bidding Procedures and Bidding Procedures Order.

Q. **Good Faith Purchaser**. The Briggs APA and the Sale have been negotiated by the Debtors and the Purchaser, and their respective agents and representatives, in good faith, at arms' length, and without collusion or fraud. The terms and conditions of the Briggs APA, including the consideration to be paid by the Purchaser to the Debtors pursuant to the Briggs APA for the Purchased Assets identified in such agreement, are fair and reasonable, and the Sale, including each part thereof with respect to the Purchaser, is in the best interest of the Debtors, their estates, and their creditors.

R. The Purchaser is a "good faith purchaser" entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code and any other applicable bankruptcy or non bankruptcy law with respect to the sale and assignment of the Purchased Assets and Purchased Contracts that the Purchaser is acquiring pursuant to the Briggs APA.

S. The Briggs APA was not controlled by an agreement between or among potential or actual bidders within the meaning of section 363(n) of the Bankruptcy Code. The Debtors and the Purchaser have not engaged in any conduct that would cause or permit the Briggs APA to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The

Purchaser is entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code. The Purchaser is not an "affiliate" or "insider" of the Debtors as defined in section 101 of the Bankruptcy Code, and no common identity of incorporation, director, or stockholder existed or will exist between the Purchaser, on the one hand, and the Debtors, on the other hand, immediately prior to or after the Closing Date (used herein as defined in the Briggs APA).

T. An injunction against creditors of the Debtors and third parties pursuing Liens, Claims and Excluded Liabilities against the Purchaser is necessary to induce the Purchaser to close the Sale; the issuance of such an injunction is therefore necessary to avoid irreparable injury to the Debtors' estates, and will benefit all creditors of the Debtors.

U. The Purchaser has acted in good faith in its negotiations with the Debtors and in submitting a bid for the Purchased Assets.

V. **Corporate Power and Authority**. Subject to the entry of this Sale Order, the Debtors have full corporate power and authority to execute and deliver the Briggs APA and to perform all of their respective obligations thereunder, and the sale of the Purchased Assets and assignment of the Purchased Contracts have been duly and validly authorized by all corporate authority necessary to consummate the Sale. No consents or approvals, other than as expressly provided for in the Briggs APA, and the entry of this Sale Order, are required by the Debtors to consummate the Sale.

W. **Transfer and Sale of Assumed Liabilities; Assumption and Assignment in Best Interest**. The transfer and sale of the Assumed Liabilities pursuant to the terms of the Briggs APA and this Sale Order and the assumption of the Purchased Contracts by the Debtors and the assignment thereof to the Purchaser, as applicable, pursuant to the terms of the Briggs APA, that certain Assumption and Assignment Agreement, and this Sale Order are integral to the Briggs

APA and in the best interest of the Debtors, their estates and their creditors, and represent the reasonable exercise of sound and prudent business judgment by the Debtors. Accordingly, such transfer and sale to the Purchaser and the assumption and assignment are reasonable, enhance the value of the Debtors' estates, and do not constitute unfair discrimination. As among the Debtors and the Purchaser, nothing in this Sale Order shall enlarge or restrict any obligations of the Debtors or the Purchaser under the Briggs APA with respect to the Assumed Liabilities or the Purchased Contracts. No provision of any Purchased Contract that purports to prohibit, restrict, or condition the assignment of any such Purchased Contract in connection with the Sale shall have any force or effect.

X. **Cure/Adequate Assurance**. The Debtors have met all of the requirements of section 365(b) of the Bankruptcy Code for each of the Purchased Contracts. The Debtors have provided adequate assurance of cure of any default existing prior to the Closing Date under any of the Purchased Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and provided adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from such default under any of the Purchased Contracts within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. Pursuant to the provisions of the Briggs APA, the Purchaser is obligated to pay Cure Costs with respect to the Purchased Contracts on or before the Closing Date, or in such other manner as agreed to by the Purchaser and the counterparty to a Purchased Contract. Notwithstanding anything to the contrary, the Debtors' estates shall not be responsible for the payment of any Cure Costs. The Purchaser has provided adequate assurance of its future performance of and under the Purchased Contracts, within the meaning of sections 365(b)(1)(C) and 365(b)(3) (to the extent applicable) of the Bankruptcy Code. The Contract Counterparties were each given adequate notice and the opportunity to object to the Assumption

and Assignment Notice and are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code; any such objection filed by a Counterparty to a Purchased Contract that has not been withdrawn is hereby overruled. Except as expressly set forth in the Briggs APA including with respect to the Assumed Liabilities, the Purchased Contracts will not subject the Purchaser to any liability whatsoever relating to any period prior to the Closing Date whether arising before or after such Closing Date, or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, on any theory of law or equity.

Y. **Free and Clear**. The Purchaser would not have entered into the Briggs APA to acquire the Purchased Assets, and would exercise its right to terminate the Briggs APA, if the sale of the Purchased Assets were to be transferred to it other than free and clear of all Liens, Claims and Excluded Liabilities (other than the Assumed Liabilities, as applicable), or the Purchaser would, or in the future could, be liable for any such Liens, Claims or Excluded Liabilities (other than the Assumed Liabilities, as applicable). A sale of the Purchased Assets other than one free and clear of all Liens, Claims and Excluded Liabilities (other than the Assumed Liabilities, as applicable) would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale. Therefore, the Sale contemplated in the Briggs APA is in the best interests of the Debtors, their estates, their creditors, and all other parties in-interest. In accordance with paragraph 39 hereof, the Adequate Protection Liens and Prepetition Liens (each as defined in the Cash Collateral Order),[5] shall attach to the proceeds of the Purchased Assets in accordance with the priorities set forth in the Cash Collateral Order.

[5] The "Cash Collateral Order" shall mean the *Third Interim Order (I) Authorizing Limited Use of Cash Collateral, (II) Granting Adequate Protection Liens and Superpriority Administrative Expense Claims to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 338] (as the same may be amended, supplemented, or superseded by any final cash collateral order)

Z. **Satisfaction of 363(f) Standards**. The Debtors may sell and assign the Purchased Assets free and clear of all Liens, Claims and Excluded Liabilities, as applicable, because, with respect to each creditor asserting a Lien, Claim or Excluded Liability, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Liens, Claims or Excluded Liabilities who did not object or who withdrew their objections to this Sale Order are deemed to have consented to the Motion and the sale and assignment of the Purchased Assets to the Purchaser pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Liens, Claims, or Excluded Liabilities who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, Claims or Excluded Liabilities, if any, attach to the proceeds of the Sale ultimately attributable to the Purchased Assets in which such holders allege a Lien, Claim or Excluded Liability in the same order of priority, with the same validity, force and effect that such holder had prior to such Sale, and subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

AA. **No Successor Liability**. The transactions contemplated under the Briggs APA do not amount to a consolidation, merger, or de facto merger of the Purchaser with the Debtors and/or the Debtors' estates, there is not substantial continuity between the Debtors and the Purchaser, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their

or any other interim or final order of the Court authorizing the Debtors' use of cash collateral in these Chapter 11 Cases.

estates in any way. The Purchaser would not have acquired the Purchased Assets but for the foregoing protections against potential claims based upon "successor liability" or similar theories.

BB. **No Fraudulent Transfer**. The Sale is not for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, or possession or the District of Columbia. Neither the Debtors nor the Purchaser has entered into the Briggs APA or is consummating the Sale with any fraudulent or otherwise improper purpose.

CC. **Fair Consideration**. The consideration provided for by the Purchaser for the Purchased Assets indicated in the Briggs APA constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code or any similar state or federal law), and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession or the District of Columbia.

DD. **Compliance with Bankruptcy Code**. 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 or will be complied with in respect to the Sale as of the Closing Date.

EE. **Sale Transactions Not a Sub Rosa Plan**. The sale and assignment of the Purchased Assets and Assumed Liabilities, as applicable, outside of a plan of reorganization pursuant to the Briggs APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

FF. The Sale contemplated by the Briggs APA is in the best interest of the Debtors, their estates, their creditors, interest holders and all other parties-in-interest in the Chapter 11 Cases.

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

1. **Relief Granted**. The relief requested in the Motion is hereby granted as set forth herein.

2. **Objections Overruled**. All objections and responses to the Motion, the Briggs APA, this Sale Order or the relief granted herein (including all reservations of rights included therein) that have not been overruled, withdrawn, waived, settled, or otherwise resolved, are hereby overruled and denied on the merits with prejudice.

3. **Notice**. Notice of the Motion, and the assumption and assignment of the Purchased Contracts (including proposed Cure Costs related thereto), the Sale Hearing and the Sale was reasonable, sufficient, fair and equitable under the circumstances and complied in all respects with the Bidding Procedures, sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, and 9007 and Local Rule 6004-1.

4. **Prior Findings of Fact and Conclusions of Law**. The Court's findings of fact and conclusions of law in the Bidding Procedures Order shall remain in full force and effect.

5. **Designation as Successful Bidder.** The Purchaser is hereby designated as the Successful Bidder for the Assets identified in the Briggs APA.

6. **Approval**. The Briggs APA and all ancillary documents related thereto are hereby approved and authorized in all respects and shall be deemed in full force and effect, and the Debtors and the Purchaser are hereby authorized, empowered and directed to fully perform under, consummate, and implement the terms of the Briggs APA and to execute, deliver and perform

under, any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Briggs APA and this Sale Order, including, without limitation, deeds, assignments, patents, stock powers, transfers of membership interests and other instruments of transfer, and to take all further actions as may reasonably be requested by the Debtors or the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession any or all of the Purchased Assets, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Briggs APA, without any further corporate action or orders of the Court. Notwithstanding anything set forth in this Sale Order to the contrary, all rights, duties and obligations of the Purchaser may be assigned to a designee (including an Affiliate) of the Purchaser in accordance with the Briggs APA; provided, that the Purchaser is, and shall remain, primarily and irrevocably responsible for the full performance of the Purchaser's duties and obligations under the Briggs APA notwithstanding any such designation or the terms thereof.

7. **Good Faith**. The Purchaser is a good faith purchaser of the Purchased Assets set forth in the Briggs APA and is hereby granted and entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, neither the reversal nor modification on appeal of this Sale Order under section 363(b) or (c) of the Bankruptcy Code shall affect the validity of the sale of the Purchased Assets under this Sale Order to the Purchaser, which purchased the Purchased Assets in good faith, whether or not the Purchaser knew of the pendency of the appeal unless this Sale Order and the sale of the Purchased Assets were stayed pending appeal prior to Closing.

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

9. **Documentation**. The Debtors are authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the Sale contemplated by the Briggs APA, any related agreements and this Sale Order, including amended and restated certificates or articles of incorporation, by-laws, or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate, and all such officials are hereby authorized to accept the foregoing. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

10. **Cooperation**. The Debtors are hereby authorized and directed to cooperate with the Purchaser as reasonably requested by the Purchaser and take all actions and execute all documents which the Purchaser reasonably and in good faith determines is necessary or desirable to ensure that the Sale related to the Purchaser is consummated in accordance with the Briggs APA, and the Debtors are authorized to make such modifications or supplements reasonably acceptable to the Debtors and the Purchaser to any document or instrument executed or to be executed in connection with the Closing to the Purchaser to facilitate such consummation as contemplated by the Briggs APA.

11. **Duty to Close**. Neither the Debtors nor the Purchaser shall have any obligation to proceed with the Closing to the Purchaser until all conditions precedent to their respective obligations to proceed have been met, satisfied or waived in accordance with the terms of the Briggs APA.

12. **Valid Transfer**. Effective as of the Closing of the Sale and with respect to the Sale, (i) the sale and assignment of the Purchased Assets and the Purchased Contracts, as applicable, by the Debtors to the Purchaser pursuant to the terms of the Briggs APA shall constitute a legal, valid and effective transfer of the Purchased Assets and the Purchased Contracts, notwithstanding any requirement for approval or consent by any person, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Purchased Assets and Purchased Contracts, free and clear of all Liens, Claims and Excluded Liabilities, as applicable (other than the Assumed Liabilities) pursuant to section 363(f) of the Bankruptcy Code, and (ii) the assumption of the Purchased Contracts and all Assumed Liabilities by the Purchaser constitutes a legal, valid, and effective assignment and delegation of any and all obligations, liabilities, and claims in respect thereof to the Purchaser and, other than to the extent expressly provided in this Sale Order and/or constituting Excluded Liabilities under the Briggs APA, as applicable, divests the Debtors of all right, title and interest in, and all obligations and liability with respect to, the Purchased Contracts and such Assumed Liabilities. Upon the occurrence of the Closing, this Sale Order shall be considered and constitute, for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Purchased Assets (including the Purchased Contracts) to the Purchaser pursuant to the Briggs APA and/or a bill of sale or assignment transferring indefeasible right, title and interest in the Purchased Assets set forth in the Briggs APA, including the Purchased Contracts, and all other rights and interests associated with or appurtenant to the Purchased Assets, including,

without limitation, warranty rights, intellectual property rights (including, without limitation, rights to all associated patents, regulatory approvals, permits, and registrations) and other non-executory contract rights, to the Purchaser all to the extent set forth in the Briggs APA.

13. **Free and Clear**. Except to the extent specifically provided in the Briggs APA or this Sale Order, upon the occurrence of a Closing under the Briggs APA, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell, assign, convey, and transfer the Purchased Assets under the Briggs APA to the Purchaser and assign the Purchased Contracts to the Purchaser, as applicable. Except, and solely, to the extent specifically provided in the Briggs APA or this Sale Order, the sale and assignment of the Purchased Assets and the assignment of the Purchased Contracts to the Purchaser pursuant to the Briggs APA vests the Purchaser with all right, title and interest of the Debtors in and to its Purchased Assets, free and clear of any and all Liens, Claims, Excluded Liabilities, as applicable, and other liabilities of any kind or nature whatsoever (except for Assumed Liabilities, as applicable), whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise, with all such Liens, Claims and Excluded Liabilities, as applicable, to attach only to the proceeds of the sale and assignment of the Purchased Assets with the same priority, validity, force, and effect as they now have in or against the Purchased Assets. The Motion shall be deemed to have provided sufficient notice as to the sale and assignment of the Purchased Assets free and clear of all Liens, Claims and Excluded Liabilities in accordance with Local Rule 6004-1. Following a Closing, no holder of any Lien or Claim on any of the Purchased Assets subject to such Closing may interfere with the Purchaser's enjoyment of the Purchased Assets, as applicable,

based on or related to such Lien or Claim, or any actions that the Debtors may take or fail to take in their Chapter 11 Cases and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale. In accordance with paragraph 39 hereof, the Adequate Protection Liens and Prepetition Liens shall attach to the proceeds of the Purchased Assets in accordance with the priorities set forth in the Cash Collateral Order.

14. The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of Liens, Claims and Excluded Liabilities (other than Assumed Liabilities), as applicable, shall be self-executing, and none of the Debtors and the Purchaser shall 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.

15. With regard to the forms of, timing, and other terms concerning the consideration to be provided by the Purchaser to the Debtors as set forth in the Briggs APA, the Purchaser is directed to comply with its respective obligations thereunder, and the Debtors, the Committee, any liquidating trustee appointed in these Chapter 11 Cases, and any chapter 7 trustee that may be appointed, and their successors and assigns, are hereby authorized to enforce all such provisions. The Court shall retain exclusive jurisdiction with regard to any and all issues, disputes, controversies, causes of action, and/or claims with regard to, or arising under, such provisions, including, without limitation, the enforcement thereof.

16. **Authorization to Creditors**. On and after the Closing Date, each of the Debtors' applicable creditors are authorized to execute such documents and take all other actions as may be reasonably necessary to release its Liens, if any, in the Purchased Assets subject to such Sale, as such Liens may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanics liens, *lis pendens* or other documents, instruments, notices or agreements

evidencing any Lien against or in the Purchased Assets shall not have delivered to the Debtors before such Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Purchased Assets subject to such Sale, then with regard to the Purchased Assets, (i) each of the Debtors and the Purchaser is authorized and directed to execute and file such termination statements, releases, instruments of satisfaction or other documents on behalf of the person or entity with respect to the Purchased Assets and (ii) each of the Debtors or the Purchaser, as applicable, are authorized and directed to file, register or otherwise record a certified copy of this Sale Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens against the Purchased Assets.

17. **Authorization to Government Agencies**. Each and every Governmental Authority, filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state, and local official, and any other persons and entity who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets, is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Sale contemplated by the Briggs APA or this Sale Order. All such entities described above in this paragraph are authorized to strike all recorded Liens against the Purchased Assets from their records, official and otherwise.

18. **Direction to Surrender Possession or Control**. All persons or entities, presently or on or after a Closing Date, in possession or control of some or all of the Purchased Assets subject to a Sale, are directed to surrender possession or control of the Purchased Assets to the Purchaser on the Closing Date of the Sale or at such time thereafter as the Purchaser may request.

19. **Licenses and Permits**. To the extent provided in the Briggs APA and available under applicable law, the Purchaser shall be authorized, as of the applicable Closing Date, to operate under any governmental authorization, rights granted in respect of intellectual property agreements, if any, or other intellectual property, constituting part of the Purchased Assets, any other license, permit, registration, and any other governmental approval of the Debtors with respect to the Purchased Assets and the Purchased Contracts, as applicable, and all such licenses, permits, registrations, and governmental approvals, Intellectual Property, and any other approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of such Closing Date. To the extent any license or permit necessary for the operation of the business of the Debtors is determined not to be an executory contract assumable and assignable under section 365 of the Bankruptcy Code, the Purchaser shall apply for and obtain any necessary license or permit promptly after the Closing Date and the Debtors are hereby authorized and directed to use commercially reasonable efforts to cooperate with the Purchaser in connection with any such application as the Purchaser deems reasonably necessary or desirable, subject to the provisions of the Briggs APA.

20. To the extent provided by section 525 of the Bankruptcy Code, no Governmental Authority may revoke or suspend any governmental approval, permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to any of the Purchaser on account of the filing or pendency of this Chapter 11 Cases or the consummation of the Sale.

21. **No Successor Liability**. The Purchaser and its affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals and shareholders (or equivalent) are not and shall not be (i) deemed a "successor" in any respect to the Debtors and their estates as a result of the consummation of the Sale contemplated by the Briggs APA or any other event occurring in

the Chapter 11 Cases under any theory of law or equity (other than with respect to Assumed Liabilities assumed by the Purchaser under the Briggs APA), (ii) deemed to have, de facto or otherwise, merged, or consolidated with or into the Debtors or their estates, (iii) deemed to have a common identity with the Debtors, (iv) deemed to have a continuity of enterprise with the Debtors, or (v) deemed to be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors. Except for the Assumed Liabilities, as applicable, or as otherwise expressly provided in this Sale Order and/or the Briggs APA, the transfer of the Purchased Assets and the Purchased Contracts, as applicable, to the Purchaser under the Briggs APA shall not result in the Purchaser or its affiliates, predecessors, successors, assigns, members, partners, directors, officers, or principals and shareholders (or equivalent) (i) having any liability or responsibility for any claim against the Debtors or against an insider of the Debtors (including, without limitation, for any Excluded Liabilities, as applicable), (ii) having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Lien or Excluded Liability, as applicable, or (iii) having any liability or responsibility to the Debtors, including in the case of each of (i-iii), without limitation (x) within the meaning of any foreign, federal, state or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101 et seq.) ("WARN"), Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, et seq. or (y) in respect of (i) any environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to the Closing Date (including, without

limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, (ii) any liabilities, penalties, costs, debts or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), (iii) any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or (iv) any consumer protection law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, including, without limitation, any liabilities, penalties, costs, debts or obligations imposed by the Federal Trade Commission and/or Bureau of Consumer Protection required to be paid by the Debtors. The Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation described in the foregoing sentence (other than with respect to Assumed Liabilities, as applicable), and the Motion shall be deemed to have provided sufficient notice as to the Sale and assignment of the applicable Purchased Assets free and clear of all such liabilities and obligations in accordance with Local Rule 6004-1.

22. **Examples of No Successor Liability**. Without limiting the generality, effect or scope of the foregoing, as a result of and following the Closing of the Sale to the Purchaser, the Purchaser and its affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals and shareholders (or equivalent) shall, on or following the Closing Date, have no successor or vicarious liabilities of any kind or character, including, without limitation, any theory of antitrust, environmental, transferee liability, continuity of enterprise, mere continuation, labor law, bulk sales law, employment or benefits law, alter ego, veil piercing, escheat, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing

or hereafter arising, whether legal or equitable, matured or unmatured, contingent or non contingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity or otherwise with respect to the Debtors or any obligations of the Debtors relating to the period prior to the Closing Date to the Purchaser whether arising before or after such Closing Date, including, without limitation, United States or foreign pension liabilities or liabilities on account of any federal, state or other taxes arising, accruing or payable under, out of, in connection with, or in any way relating to or calculated or determined with respect to or based in whole or in any part upon the operation of the Purchased Assets or the Purchased Contracts, as applicable, on or prior to such Closing Date or any taxes in connection with, or in any way related to, the cancellation of debt of the Debtors. The consideration given by the Purchaser shall constitute valid and valuable consideration for the release of any potential claims of successor liability against the Purchaser.

23. **Injunction**. Subject to paragraph 39, and except to the extent expressly included in the Assumed Liabilities, as applicable, all persons and entities, including, but not limited to, the Debtors, employees, former employees, all debt security holders, equity holders, licensors, administrative agencies, governmental units (as defined in section 101(27) of the Bankruptcy Code), tax and regulatory authorities, secretaries of state, federal, state, and local officials, lenders, contract parties, bidders, lessors, other parties-in-possession of any of the Purchased Assets at any time, trade creditors, holders of rejection damages claims, and all other creditors holding any Liens, Claims or Excluded Liabilities of any kind or nature whatsoever against or in the Debtors or in the Debtors' interests in the Purchased Assets (whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the

Debtors, the Purchased Assets, the Purchased Contracts, the operation of the Debtors' business, on or prior to the Closing Date, the Sale (other than the Purchaser's obligations under this Sale Order and the Briggs APA, and all other ancillary agreements, documents or instruments entered into in connection with the Briggs APA), or the transfer of the Purchased Assets or the Purchased Contracts, as applicable, to the Purchaser shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting, commencing, continuing, or otherwise pursuing in any manner any pre-Closing action, pre-Closing claim or other proceeding of any kind, directly or indirectly, against the Purchaser or any of its, predecessors, successors, or assigns or any of its respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, affiliates, shareholders (or equivalent), financial advisors and representatives (each of the foregoing in its individual capacity), their property or the applicable Purchased Assets, in each case arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the Purchased Contracts, or the operation of the Debtors' business. In connection with the foregoing, actions that are barred hereby include, without limitation: (i) the commencement or continuation of any action or other proceeding, (ii) the enforcement, attachment, collection, or recovery of any judgment, award, decree or order, (iii) the creation, perfection, or enforcement of any Lien, Claim, interest, or encumbrance, (iv) the assertion of any right of setoff, (unless exercised prior to the Petition Date), subrogation, reversion, assignment or specific performance of any kind, (v) the commencement or continuation of any action that does not comply with, or is inconsistent with, the provisions of this Sale Order, any actions contemplated or taken in respect hereof, or the Briggs APA, and (vi) to the extent provided in section 525 of the Bankruptcy Code, the revocation, termination or failure or refusal to renew any governmental authorization or other license, permit, registration, or governmental

authorization or approval to operate any of the Purchased Assets or conduct the businesses associated with the Purchased Assets. Following the Closing Date, no Person that was the holder of a Lien on, in or against any of the Purchased Assets prior to the Closing Date shall interfere with the Purchaser's title to, license of, or use and enjoyment of the Purchased Assets based on or related to such Lien, or any actions that the Debtors may take in the Debtors' Chapter 11 Cases.

24. **No Bulk Sales**. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale or the other transactions contemplated in the Briggs APA or this Sale Order.

25. **Assumption and Assignment of Purchased Contracts**. Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption of the Purchased Contracts and assignment thereof to the Purchaser, free and clear of all Liens, Claims and Excluded Liabilities (other than Assumed Liabilities) pursuant to the terms set forth in the Briggs APA is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) (including section 365(b)(3) to the extent applicable) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. The Contract Counterparty is hereby forever barred, estopped and permanently enjoined from raising or asserting against the Debtors or the property of any of such parties, any assignment fee, default, breach, claim, pecuniary loss, liability, or obligation (whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise) arising under or out of, in connection with, or in any way related to the Purchased Contracts existing as of the Closing Date or arising by reason of the assumption, assignment and/or such Closing except to the extent constituting an Excluded Liability under the Briggs APA (other than the Assumed

Liabilities). Notwithstanding the foregoing, pursuant to the terms of the Briggs APA, the Purchaser shall be liable for all obligations and liabilities arising after and relating to the period including and following the Closing Date under the Purchased Contracts, all of which shall constitute Assumed Liabilities, and the Debtors shall not be liable for any such obligations or liabilities.

26. **Treatment of Government Contracts and Receivables**. Notwithstanding anything to the contrary herein or in the Briggs APA, to the extent any Assigned Contracts (as defined in the Briggs APA) is a contract (a "Federal Agency Contract") with an agency, department, or instrumentality of the United States of America, including but not limited to, the Defense Threat Reduction Agency, the Federal Bureau of Investigation, the Federal Emergency Management Agency, the United States Army, the United States Navy, the United States Air Force, the United States Coast Guard, the United States Secret Service, and the General Services Administration (each, a "Federal Agency" and collectively, the "Federal Agencies"), such Federal Agency Contracts shall not be assumed and assigned to Briggs hereunder unless and until the applicable Federal Agency expressly consents to such assumption and assignment in writing. Notwithstanding anything to the contrary herein or in the Briggs APA, the Debtors shall not sell, transfer or assign any right to payment owed by Federal Agencies to the Debtors including, but not limited to Naval Surface Warfare Center Indian Head Division and Homeland Security Investigations. With respect to any receivables identified on Schedule 1.1(n) of the Briggs APA as being owed the Debtors by any Federal Agency, the Debtors and any successors shall collect, segregate and remit the proceeds thereof, if any, to Briggs promptly upon receipt.

27. Each of the Purchased Contracts shall be deemed to be valid and binding and in full force and effect and enforceable in accordance with its terms as of the date of this Sale Order, subject to any amendments or modifications agreed to between the Contract Counterparty and the

Purchaser. Upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the applicable Purchased Contracts. The assignment of each of the Purchased Contracts is deemed to be made in good faith under, and is entitled to the protections of, section 363(m) of the Bankruptcy Code.

28. **Adequate Assurance**. The Purchaser has provided adequate assurance of its future performance under the relevant Purchased Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code (including section 365(b)(3) to the extent applicable). All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of the Purchased Contracts have been satisfied.

29. **Anti-Assignment Provisions Unenforceable**. No sections or provisions of the Purchased Contracts that purport to (i) prohibit, restrict, or condition the Debtors' assignment of the Purchased Contracts, including, but not limited to, the conditioning of such assignment on the consent of the Contract Counterparty; (ii) authorize the termination, cancellation, or modification of the Purchased Contracts based on the filing of a bankruptcy case, the financial condition of the Debtors or similar circumstances; (iii) declare a breach or default as a result of a change in control in respect of the Debtors; or (iv) provide for additional payments, penalties, conditions, renewals, extensions, charges, other financial accommodations in favor of the non-Debtor third party to the Purchased Contracts, or modification of any term or condition upon the assignment of a Purchased Contract or the occurrence of the conditions set forth in subsection (ii) above, shall have any force and effect, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e). The entry

of this Sale Order constitutes the consent of the Contract Counterparty to the assumption and assignment of such agreements without the necessity of obtaining such party's consent, written or otherwise, to such assumption or assignment. All Purchased Contracts shall remain in full force and effect, without existing default(s), subject only to payment of the applicable Cure Costs in accordance with the Briggs APA and this Sale Order, and to any amendments or modifications agreed to between the Contract Counterparty and the Purchaser.

30. **No Fees for Assumption and Assignment**. Other than Assumed Liabilities, there shall be no rent accelerations, penalties, assignment fees, increases or any other fees charged to the Purchaser, its successors or assigns, or the Debtors as a result of the assumption and assignment of the Purchased Contracts.

31. **Cure Costs**. Payment of the Cure Costs on or before the Closing Date by Purchaser as set forth on *Schedule 1.3(c)* to the Briggs APA (or such other amount or such other terms as may be agreed to by the Purchaser and the Contract Counterparties to the applicable Purchased Contracts) in accordance with the Briggs APA is hereby authorized and directed. All defaults or other obligations shall be deemed cured and shall no longer exist upon the payment or other satisfaction of such Cure Costs (i) against which no timely objections have been properly filed and served (or if filed and served, overruled) in accordance with the Assumption and Assignment Notices (ii) as may be agreed to by the Purchaser and the Contract Counterparty to the Purchased Contract, or (iii) otherwise ordered by the Court. For the avoidance of doubt, the Contract Counterparty shall not be entitled to a claim against the Debtors or the Debtors' estates for any such default. Except for the Cure Costs for the Purchased Contracts set forth on the Assumption and Assignment Notices (or such other amount as may be agreed to by the Purchaser and the Contract Counterparty to the Purchased Contract or otherwise ordered by the Court), there are no

defaults existing under the Purchased Contracts, nor shall there exist any event or condition existing on the Closing Date which, with the passage of time or giving of notice, or both, would constitute such a default.

32. **Notice of Assumption and Assignment**. In accordance with the Assumption and Assignment Procedures, the Debtors have filed and served the Assumption and Assignment Notice on the Contract Counterparties identified on the schedule attached thereto. The schedule to the Assumption and Assignment Notices included (i) the title or description of the Purchased Contracts, (ii) the name of the counterparty to the Purchased Contracts, (iii) any applicable Cure Costs, (iv) a notice that the Purchased Contract may be assumed by the Debtors and assigned to the Successful Bidder submitting the highest or otherwise best bid for the Debtors' assets, and (v) the deadline by which the Contract Counterparty must file an objection to the proposed assumption and assignment. No other or further notice is required.

33. The Contract Counterparties to the Purchased Contracts, that did not timely file and serve an objection in accordance with the Assumption and Assignment Procedures shall be barred from objecting, or asserting monetary or non-monetary defaults, with respect to any the Purchased Contracts, and the Purchased Contracts shall be deemed assumed by the Debtors and assigned to the Purchaser on the Closing Date pursuant to this Sale Order. All Claims of the Contract Counterparties to the Purchased Contracts that is assumed by the Purchaser which arise from or are related to such Contract Counterparties' Purchased Contracts shall be void, and all proofs of claim filed by such Contract Counterparty, whether filed prior to or after the date of entry of this Sale Order, asserting a claim that arises from or is related to such Contract Counterparty's Purchased Contract, shall be deemed automatically expunged from the Debtors' registry of claims without the need for any further action.

34. **Direction to Contract Counterparties**. The Contract Counterparties shall cooperate and expeditiously execute and deliver, upon the reasonable request of the Debtors, and shall not charge the Debtors or the Purchaser for, any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale involving the Purchaser.

35. Nothing in this Sale Order, the Motion, the Assumption and Assignment Notices (as amended from time to time), or any notice or any other document is or shall be deemed an admission by the Debtors that any contract is an executory contract or, unless otherwise specified in the Briggs APA, must be assumed and assigned pursuant to the Briggs APA, in order to consummate the Sale.

36. **Failure to Specify Provisions**. The failure specifically to include any particular provisions of the Briggs APA or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Purchaser that the Briggs APA and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order. Likewise, all of the provisions of this Sale Order are non-severable and mutually dependent.

37. **Failure to Enforce Purchased Contracts**. The failure of the Debtors or the Purchaser at any time to enforce one or more terms or conditions of the Purchased Contracts shall not constitute a waiver of any such terms or conditions, or of the Debtors' or the Purchaser's rights to enforce every term and condition of the Purchased Contracts.

38. **No Waiver of Rights Under the Cash Collateral Order**. Nothing in this Sale Order shall be deemed to waive, release, extinguish, or estop the Debtors, their estates or their

creditors, or the Committee from asserting, or impairing or diminishing such rights to assert, any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any Excluded Asset or other assets of the Debtors remaining after the completion of the Closing.

39. Notwithstanding anything to the contrary in this Sale Order, the Adequate Protection Liens and Prepetition Liens shall attach to the proceeds of the Purchased Assets according to the priorities set forth in the Cash Collateral Order. Nothing in this Sale Order shall (i) be deemed a waiver of the rights and remedies of the Prepetition Agents for the benefit of the Prepetition Secured Parties under the Cash Collateral Order; (ii) affect in any way the validity, perfection, priority or enforcement of the liens and claims granted to the Prepetition Agents for the benefit of the Prepetition Secured Parties pursuant to the Cash Collateral Order; (iii) affect or limit in any way the validity, perfection, priority or enforcement of the Prepetition Liens or the Adequate Protection Liens or any other rights and protections granted to the Prepetition Secured Parties under the Cash Collateral Order; or (iv) (a) constitute a finding as to the validity, priority, extent or perfection of, the Prepetition Secured Obligations or Prepetition Liens, (b) shorten, limit or otherwise affect the Committee's rights under paragraph 17 of the Cash Collateral Order, or (c) waive or impair any right of the Debtors or the Committee, if any, under 506(c) of the Bankruptcy Code to seek to surcharge the Prepetition Collateral. Notwithstanding anything herein, all proceeds generated from the Sale shall remain subject to the Prepetition Liens and Adequate Protection Liens in the same validity, priority and enforceability as existed pre-Sale.

40. **Good Faith Deposits**. The Good Faith Deposits shall be returned to each Qualified Bidder as set forth in the Bidding Procedures, *provided that*, in accordance with the Briggs APA, the Good Faith Deposit of the Purchaser shall be retained by the Debtors in accordance with

Section 1.7 of the Briggs APA in the event that they are entitled to terminate the Briggs APA pursuant to Section 7.1(d) or Section 7.1(f) of the Briggs APA.

41. **Assumption of Existing Lease Obligations**. Notwithstanding anything in this Order or the Purchase Agreement stating otherwise, the Purchaser shall be liable for the payment and performance of obligations under Assumed Leases (as defined in the Briggs APA) as and to the extent they become due or payable from and after the date of Closing, including, without limitation, any real estate taxes, utilities, insurance, common area maintenance and other repair and maintenance obligations, environmental obligations and indemnification obligations, regardless of whether such obligations arose or are attributable to the period prior to the Closing.

42. **Removal of Certain Purchased Assets**. The definition of Cash Consideration (as defined in the Briggs APA) shall be deleted and replaced with $6,230,147.90 on account of the removal of the following receivables listed on Schedule 1.1(n) of the Briggs APA: (a) NSWC IHEODTD (Navy) – VKDVA000813 – $50,783.29; (b) Homeland Security Investigations – V2155419 – $3,400.00; and (c) Department of the Air Force – V2300164 – $119.81.

43. **Reservation of United States Rights**. Notwithstanding any provision to the contrary in this Sale Order or any other document related to the Sale, nothing shall:

i. Release, nullify, preclude or enjoin the enforcement of any police or regulatory power or any liability that any entity would be subject to as the owner, lessor, lessee or operator of property that such entity owns, operates or leases after the date of entry of this Sale Order, except the Purchaser shall not be liable, as a successor to the Debtors and to the extent provided under 11 U.S.C. § 363(f), for any claims against the Debtors arising under the False Claims Act, 31 U.S.C. §§ 3729-3733, which arose or accrued prior to Closing;

ii. affect the setoff or recoupment rights of the United States;

iii. confer exclusive jurisdiction to the Bankruptcy Court with respect to the United States, except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code);

iv. authorize the assumption, assignment, sale or other transfer of any federal (a) grants, (b) grant funds, (c) contracts, (d) agreements, (e) awards, (f) task orders, delivery orders, purchase orders, or other orders, (g) property, (h) intellectual property, (i) patents, (j) leases, (k) certifications, (l) applications, (m) registrations, (n) billing numbers, (o) national provider identifiers, (p) provider transaction access numbers, (q) licenses, (r) permits, (s) covenants, (t) inventory, (u) guarantees, (v) indemnifications, (w) data, (x) records, or (y) any other interests belonging to the United States (collectively, "Federal Interests") without compliance by the Debtors and any purchaser or assignee with all terms of the Federal Interests and with all applicable non-bankruptcy law;

v. be interpreted to set cure amounts or to require the United States to novate, approve or otherwise consent to the sale, assumption, assignment or other transfer of any Federal Interests, or deem the United States to have consented to any of the foregoing or to any cure amount, including under the Bidding Procedures Order, the Assumption and Assignment Notice, the Notice of Auction Results [Docket No. 437], or any supplemental notice;

vi. affect any right of the United States to terminate any federal contract, agreement, award, or order, or any request by the United States for relief from the automatic stay;

vii. waive, alter or otherwise limit the United States' property rights;

viii. expand the scope of 11 U.S.C. § 525;

ix. constitute a finding of adequate assurance of future performance under any federal contract, agreement, award, or order; or

x. authorize the transfer of any claim against the United States, including any account receivable or other right to payment under a federal contract, agreement, award, or order, except in compliance with 31 U.S.C. § 3727 and 41 U.S.C. § 6305.

44. In the event of an inconsistency or conflict between any provision of any purchase agreement and any provision of this Sale Order, as to the United States, the provisions of this Order and federal law shall govern.

45. **Reservation of Rights of Bering Straits Professional Services, LLC**. Notwithstanding anything to the contrary in this Sale Order, the Briggs APA, or any related document, neither entry of this Sale Order nor consummation of the Sale shall constitute consent by Bering Straits Professional Services, LLC ("BSPS") to the assumption or assignment of Basic Ordering Agreement No. BSPS-2610035-KDAC, including any applicable task orders (collectively, the "BSPS Agreement"), or a determination that the BSPS Agreement is assignable without compliance with applicable requirements of section 365 of the Bankruptcy Code and applicable non-bankruptcy law. BSPS expressly reserves all rights to object to the proposed assumption and assignment of the BSPS Agreement, including with respect to (i) assignability under section 365(c)(1) of the Bankruptcy Code; (ii) any applicable governmental consent, approval, or other requirements relating to the proposed assignment or performance of the BSPS Agreement; (iii) cure of defaults and compensation for actual pecuniary losses under section

365(b); and (iv) adequate assurance of future performance under section 365(f)(2). Notwithstanding paragraphs 2, 12, 25 through 34 of this Sale Order, the BSPS Agreement shall not be deemed assumed or assigned, and BSPS shall not be deemed to have consented to any such assumption or assignment or waived any objection thereto, unless and until the parties reach a written agreement concerning such assumption and assignment or the Court enters a further order authorizing such assumption and assignment following notice to BSPS and an opportunity to be heard. Nothing herein constitutes a determination concerning the existence or enforceability of any alleged default, termination right, assignment restriction, or governmental approval requirement, and all parties' rights with respect thereto are reserved, subject to applicable bankruptcy law.

46. **Resolution of Thermo Entities' Cure Objection**. Notwithstanding any provisions to the contrary herein and the provisions of Section 365, in connection with the assumption and assignment of that certain Distributor Agreement by and among Debtors and Thermo Scientific Portable Analytical Instruments Inc., Thermo Eberline LLC, and Thermo Environmental Instruments LLC (collectively "Thermo"), the amount of the cure being paid by Briggs (the "Stipulated Thermo Cure") is, upon the agreement of the Debtors, Briggs and Thermo, set forth on Schedule 1.3(c) of the Asset Purchase Agreement an amount less than (A) the Cure Amount set forth in Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases In Connection with Sale of Substantially All Assets [Docket No. 252] ("Cure Notice") and (B) the amount of $9,518,577.57 specified as the cure amount due in Thermo's Limited Objection and Reservation of Rights [Docket No. 276]. Thereon, Debtors, Briggs and Thermo have agreed, and it is hereby Ordered, that the difference between the Stipulated Thermo Cure being paid by Briggs and the Cure Amount in the Thermo

ROR/Cure Notice shall remain an unsecured claim against the Debtors' estates, and shall be allowed as an unsecured claim against the Debtors notwithstanding any provisions to the contrary in this Order, Sections 365 or 502. Additionally, the assumption and assignment is conditioned upon Briggs completing Thermo's normal vetting process. In the event that Briggs is ineligible to do business with Thermo, the proposed assumption and assignment shall be void and any cure payments remitted by Briggs shall be returned to Briggs.

47. **Reservation of Rights of Oracle America, Inc.** Notwithstanding anything to the contrary in this Order or the Briggs APA, no contract between the Debtor and Oracle America, Inc., successor in interest to NetSuite, Inc. ("Oracle"), shall be transferred without Oracle's written consent. In addition, no provision of this Order or the APA shall authorize (1) the transfer of any Oracle license agreement to any third party; or (2) use of any Oracle license agreement that is inconsistent with the relevant license grant including, but not limited to, exceeding the number of authorized users, shared use or license splitting, absent Oracle's express prior written consent. Arguments, including related to assumption, assignment and/or cure of any Oracle agreements are adjourned to a later date and Oracle's rights regarding these issues are preserved.

48. **Reservation of Rights of Three Four Three, LLC.** Notwithstanding anything to the contrary in the Briggs APA and schedules thereto, the Sale Order, or any other asset purchase agreement, bill of sale or assignment, the Purchased Assets do not include, and the sale does not sell, assign, transfer, convey, or grant to Purchaser or the Back-up Bidder any ownership interest, license, sublicense, or other right in or to the intellectual property licensed to the Debtors by Three Four Three, LLC ("Three Four Three") under that certain Copyright & IP Acquisition Agreement entered by and between debtor Noble Supply & Logistics, LLC and Three Four Three, including but not limited to related goodwill, patent and copyright registrations, applications and renewals

(the "Three Four Three IP"). Three Four Three retains all right, title, and interest in the Three Four Three IP.

49. **Amendment to Schedule 1.1(f) of Briggs APA**. Schedule 1.1(c) of the Briggs APA shall be amended to reflect the deletion of the following assets from the definition of Transferred Intellectual Property: BatteryIQ and BioIQ.

50. **Binding Order**. This Sale Order shall be binding upon and govern the acts of all persons and entities, including, without limitation, the Debtors, the Purchaser, and their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a chapter 7 case if any of these cases is converted from chapter 11, all creditors of the Debtors (whether known or unknown), all non-Debtor parties to any Purchased Contracts, all Governmental Authorities, filing agents, filing officers, title agents, recording agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets. Subject to and conditioned upon the Closing, the Briggs APA and the Sale shall not be subject to rejection or avoidance under any circumstances. This Sale Order and the Briggs APA shall inure to the benefit of the Debtors, their estates, their creditors, the Purchaser and their respective successors and assigns.

51. **No Stay of Order**. The provisions of Bankruptcy Rules 6004 and 6006, and to the extent applicable under Bankruptcy Rules, Rules 54(b) and 62(a) of the Federal Rules of Civil Procedure, staying the effectiveness of this Sale Order for fourteen (14) days are hereby waived, and this Sale Order shall be effective and enforceable immediately upon entry and its provisions

shall be self-executing. Any party desiring to appeal this Sale Order must exercise due diligence in filing an appeal, pursuing a stay and obtaining a stay prior to the Closing, or risk its appeal being foreclosed as moot.

52. **Lift of Automatic Stay**. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court, to allow the Purchaser to deliver any notice provided for in the Briggs APA and allow the Purchaser to take any and all actions permitted under the Briggs APA, as applicable.

53. **Retention of Jurisdiction**. The Court shall retain jurisdiction to (i) interpret, implement and enforce the terms and provisions of this Sale Order, the Bidding Procedures Order, and the Briggs APA, including all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith, in all respects, (ii) decide any disputes concerning this Sale Order, the Briggs APA or the rights and duties of the parties hereunder or thereunder or any issues relating to the Briggs APA and this Sale Order including, but not limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Purchased Assets and any Purchased Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, and (iii) enforce the injunctions set forth herein.

54. **Further Assurances**. From time to time, as and when requested by the other, the Debtors and the Purchaser, as the case may be, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale with respect to the Purchaser under the Briggs APA, including, without

limitation, such actions as may be necessary to vest, perfect or confirm, or record or otherwise, in the Purchaser its right, title and interest in and to the Purchased Assets and the Purchased Contracts, as applicable, subject to the provisions of the Briggs APA.

55. **Governing Terms**. Unless otherwise provided herein, to the extent this Sale Order is inconsistent with the terms of the Briggs APA (including all ancillary documents executed in connection with the Briggs APA), this Sale Order shall govern.

56. **Headings**. The headings in this Sale Order are for purposes of reference only and shall not limit or otherwise affect the meaning of the Sale Order.

EXHIBIT A

Briggs APA

ASSET PURCHASE AGREEMENT

DATED AS OF NOVEMBER 11, 2026

BY AND AMONG

BRIGGS MANAGEMENT PARTNERS, LLC, AS PURCHASER,

AND

NOBLE EQUITY HOLDINGS, LLC

AND ITS APPLICABLE SUBSIDIARIES AND AFFILIATES NAMED HEREIN,

AS SELLERS

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of November 11, 2026, is made by and among (a) Briggs Management Partners, LLC ("Purchaser"), and (b) Noble Equity Holdings, LLC and its applicable subsidiaries and affiliates set forth on the signature pages attached hereto (each, a "Seller" and, collectively, "Sellers"). Purchaser and Sellers are referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used herein shall have the meanings set forth herein, including in Article IX.

RECITALS

WHEREAS, on August 30, 2026, Sellers commenced bankruptcy cases which are being jointly administered under Case No. 26-11369 (collectively, the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, Sellers operate the NobleIQ business, including the business of providing evaluation, implementation, training and sustainment services, and related equipment, for chemical, biological, radiological, nuclear and explosives (CBRNE) and hazardous materials detection and safety to the U.S. military, federal agencies, state and local first responders and critical infrastructure operators (the "KDA Business"), and Purchaser desires to acquire only the KDA Business and the additional specifically identified assets and Contracts expressly listed on the Schedules hereto (collectively, the "Acquired Businesses"), and no other business of Sellers;

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign and transfer to Purchaser the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, free and clear of Encumbrances and Interests to the fullest extent permitted by applicable Law, all on the terms and subject to the conditions set forth in this Agreement and the Sale Order; and

WHEREAS, Sellers' obligations to consummate the Transaction are subject to, among other things, completion of the sale process contemplated by the Bidding Procedures Order thereby and entry of the Sale Order approving this Agreement and the Transaction.

NOW, THEREFORE, the Parties hereby agree as follows.

ARTICLE I
PURCHASE AND SALE OF ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

Section 1.1 Purchase and Sale of the Acquired Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the Sale Order, at the Closing each Seller shall sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from such Seller, all of such Seller's right, title and interest in and to the assets, properties and rights related to the Acquired Businesses, and the additional assets expressly identified on the Schedules, free and clear of all Encumbrances

and Interests other than Permitted Encumbrances and Assumed Liabilities. "Acquired Assets" means only the following assets of Sellers, in each case other than the Excluded Assets:

(a) all executory Contracts and unexpired leases listed on Schedule 1.1(a) and designated in writing by Purchaser as Assigned Contracts or Assumed Leases in accordance with this Agreement, together with all rights and benefits thereunder (collectively, the "Assigned Contracts");

(b) copies of the Transferred Employee Records for Transferred Employees, to the extent transferable under applicable Law and excluding any information prohibited by Law from transfer;

(c) the Transferred Intellectual Property listed on Schedule 1.1(c) and primarily related to the Acquired Businesses;

(d) all rights to business names, trade names, trademarks, domain names and social media accounts listed on Schedule 1.1(d), solely to the extent transferable and primarily related to the Acquired Businesses;

(e) all Inventory owned by Sellers and primarily related to the Acquired Businesses, including the items identified on Schedule 1.1(e);

(f) all equipment, furniture, fixtures, supplies, and other tangible personal property listed on Schedule 1.1(f) and primarily related to the Acquired Businesses;

(g) to the extent transferable, all Permits and licenses listed on Schedule 1.1(g) and primarily related to the Acquired Businesses;

(h) copies of books and records, data, files, manuals, customer and supplier lists, pricing information, business records, and other records primarily related to the Acquired Assets, Acquired Businesses, or Assumed Liabilities, subject to applicable Law and Sellers' right to retain copies;

(i) the unexpired leases for the NobleIQ Kentucky facility and the premises at 5706 General Washington Drive, Suite D, Alexandria, Virginia 22312, in each case listed on Schedule 1.1(i) and designated as Assumed Leases, together with Sellers' leasehold interests and rights thereunder, subject to the rights of the applicable landlord and the requirements of section 365 of the Bankruptcy Code;

(j) all prepaid expenses, deposits, and credits listed on Schedule 1.1(j), solely to the extent primarily related to the Acquired Assets or Acquired Businesses;

(k) all computer systems and information technology systems listed on Schedule 1.1(k), solely to the extent owned by Sellers, transferable and primarily related to the Acquired Businesses;

(l) all goodwill primarily associated with the Acquired Businesses and the Acquired Assets;

(m) all accounts receivable, notes receivable and other rights to payment arising before the Closing; and

(n) all other assets expressly listed on Schedule 1.1(n).

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, Sellers shall retain, and Purchaser shall not acquire, any properties, rights, interests or assets of Sellers other than the Acquired Assets (collectively, the "Excluded Assets"), including the following:

(a) all cash, cash equivalents, bank deposits, security deposits, retainers and similar cash items, except to the extent expressly listed as Acquired Assets on the Schedules;

(b) all Equity Interests of Sellers and their direct and indirect Subsidiaries;

(c) all rights of Sellers under this Agreement and the other Transaction Agreements;

(d) all claims, causes of action, avoidance actions, commercial tort claims and rights of recovery of Sellers or their estates, including under chapter 5 of the Bankruptcy Code;

(e) all Contracts and Leases other than the Assigned Contracts and Assumed Leases;

(f) all Leases other than the Assumed Leases;

(g) all Tax refunds, Tax attributes, insurance policies and insurance proceeds, except to the extent expressly listed as Acquired Assets on the Schedules; and

(h) all privileged materials, corporate minute books, organizational documents, Tax Returns and books and records not primarily related to the Acquired Assets or Acquired Businesses.

Section 1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order, effective as of the Closing, Purchaser shall assume and agree to pay, perform, and discharge only the following Liabilities, and no others (collectively, the "Assumed Liabilities"):

(a) Liabilities first arising after the Closing under the Assigned Contracts, Assumed Leases and Acquired Assets, solely to the extent arising from Purchaser's ownership or operation of the Acquired Assets after the Closing;

(b) Liabilities with respect to Transferred Employees arising after the Closing;

(c) all Cure Costs required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts and Assumed Leases; and

(d) any other Liabilities expressly scheduled on Schedule 1.3(d), including the NobleIQ/KDA critical-vendor payables, customer deposits and corresponding remaining performance obligations.

Section 1.4 Excluded Liabilities. Except for the Assumed Liabilities, Purchaser shall not assume and shall not be liable for any Liabilities of Sellers or their estates, whether arising before, on or after the Closing, whether known or unknown, fixed or contingent, asserted or unasserted, liquidated or unliquidated, or based on successor, transferee, de facto merger, substantial continuity or similar theories (collectively, the "Excluded Liabilities"), including the following:

(a) all Cure Costs for Contracts or Leases that are not Assigned Contracts or Assumed Leases;

(b) all indebtedness, guarantees, reimbursement obligations, secured obligations and similar financial obligations of Sellers or their Affiliates;

(c) all Liabilities for customer deposits, refunds, credits, warranty claims, returns, rebates or similar obligations arising before the Closing;

(d) all Retained Taxes and other Taxes of Sellers or their estates;

(e) all Liabilities of Sellers under this Agreement and the Transaction Agreements;

(f) all Liabilities under any Contract or Lease that is not an Assigned Contract or Assumed Lease, including Liabilities arising from rejection under section 365 of the Bankruptcy Code;

(g) all professional fees, administrative expenses, priority claims, wind-down costs and other costs of administering the Chapter 11 Cases or any successor cases, except to the extent expressly included in the Assumed Liabilities;

(h) all employment, compensation, accrued leave, severance, payroll, benefit, labor, collective bargaining, WARN Act, withdrawal, controlled group and similar Liabilities of Sellers arising before or as a result of the Closing, except to the extent expressly assumed by Purchaser pursuant to Section 5.9;

(i) all Liabilities under or relating to any Company Benefit Plan or Employee Benefit Plan;

(j) all Liabilities to equityholders, Affiliates, or insiders of Sellers, including dividends, distributions, redemptions, intercompany balances, tax-sharing, cash pooling, shared services and Affiliate agreements not expressly assumed by Purchaser;

(k) all Liabilities relating to businesses, assets, or properties formerly owned or operated by Sellers or their predecessors or Affiliates;

(l) all Liabilities relating to Actions, claims, investigations, or proceedings involving Sellers, the Acquired Businesses or the Acquired Assets to the extent arising out of events occurring before the Closing;

(m) all Liabilities arising under environmental laws to the extent arising from facts, circumstances or events occurring before the Closing or from any Excluded Asset;

(n) all accounts payable and accrued expenses of Sellers other than the specific amounts expressly included on Schedule 1.3(d);

(o) all Liabilities for products or services sold, provided, or committed to by Sellers before the Closing, except to the extent expressly assumed under an Assigned Contract; and

(p) all Liabilities arising out of or relating to any Excluded Asset or any Contract, Lease, Permit, or claim that is not transferred to Purchaser.

Section 1.5 Assumption/Rejection of Certain Contracts.

(a) Sellers shall provide timely and proper written notice of the proposed Sale Order to all parties to executory Contracts or unexpired leases that are Assigned Contracts or Assumed Leases and shall take commercially reasonable actions necessary to cause such Contracts and leases to be assumed by Sellers and assigned to Purchaser pursuant to section 365 of the Bankruptcy Code to the extent included in the Acquired Assets at the Closing. The Sale Order shall provide that, as of and conditioned on the Closing, Sellers shall assign or cause to be assigned to Purchaser or an Affiliate of Purchaser designated by Purchaser, as applicable, the Assigned Contracts and Assumed Leases identified in a notice filed with the Bankruptcy Court (the "Cure Notice"). The Cure Notice shall set forth Sellers' good-faith estimate of the cure costs for each Assigned Contract and Assumed Lease (the "Cure Costs"). At the Closing, Sellers shall, pursuant to the Sale Order and the Assignment and Assumption Agreement, assign to Purchaser all Assigned Contracts and Assumed Leases that may be assigned pursuant to sections 363 and 365 of the Bankruptcy Code.

(b) Sellers shall transfer and assign, or cause to be transferred and assigned, all Assigned Contracts and Assumed Leases to Purchaser or an Affiliate of Purchaser designated by Purchaser, and Purchaser or such designated Affiliate shall assume such Assigned Contracts and Assumed Leases as of the Closing Date pursuant to section 365 of the Bankruptcy Code and the Sale Order. Purchaser and Sellers shall use commercially reasonable efforts to cooperate in determining the Cure Costs so as to permit assumption and assignment in connection with the Transaction.

(c) Notwithstanding anything to the contrary in this Agreement, a Contract shall not be assigned to, or assumed by, Purchaser to the extent that such Contract is rejected by any Seller or its Affiliates or terminated by such Seller, its Affiliates or any

other party thereto, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption.

(d) Notwithstanding anything to the contrary in this Agreement, to the extent any Acquired Asset requires consent or approval from any Person or Governmental Body (other than, and in addition to, any Order of the Bankruptcy Court, including the Sale Order) and such consent or approval has not been obtained before Closing, such Acquired Asset shall not be transferred to Purchaser unless and until such consent or approval is obtained. The Closing shall nonetheless occur if the other conditions to Closing have been satisfied or waived, and Sellers shall use commercially reasonable efforts, at Purchaser's sole cost and expense and subject to the Bankruptcy Code, the Sale Order and the wind-down of Sellers' estates, to cooperate with Purchaser in seeking such consent or approval.

ARTICLE II
CONSIDERATION; PAYMENT; CLOSING

Section 2.1 Consideration; Payment. The aggregate consideration (collectively, the "Purchase Price") to be paid by Purchaser for the purchase of the Acquired Assets shall be: (i) a cash payment equal to Six Million, Two Hundred Eighty Four Thousand, Four Hundred, Fifty One United States Dollars ($6,284,451.00) (the "Cash Consideration"); (ii) the assumption of the Assumed Liabilities; and (iii) payment of Cure Costs required to be paid under Section 1.3(c). At the Closing, Purchaser shall deliver, or cause to be delivered, to Sellers the Cash Consideration less the Deposit and all interest credited thereon and less any other credit expressly provided by this Agreement (the "Closing Date Payment") and shall assume the Assumed Liabilities. The Cash Consideration and any payment required under this Agreement shall be made in cash by wire transfer of immediately available funds to the account or accounts designated in writing by Sellers at least two (2) Business Days before the applicable payment date.

Section 2.2 Deposit.

(a) Purchaser shall, within two (2) Business Days after execution of this Agreement, deposit with an escrow agent reasonably acceptable to Sellers (the "Escrow Agent") an earnest money deposit in cash equal to ten percent (10%) of the Cash Consideration (the "Deposit"), by wire transfer of immediately available funds into a segregated, interest-bearing escrow account maintained by the Escrow Agent in accordance with the Bidding Procedures Order. The Deposit, together with interest earned, shall be applied against the Cash Consideration if the Closing occurs.

(b) If, prior to the Closing, this Agreement has been terminated by Sellers pursuant to Section 7.1(d) or Section 7.1(f) (or by Purchaser pursuant to Section 7.1(b) or Section 7.1(c), in each case in circumstances where Sellers would be entitled to terminate this Agreement pursuant to Section 7.1(d) or Section 7.1(f)), then Sellers shall retain the Deposit together with all received investment income, if any.

(c) If, prior to the Closing, this Agreement has been terminated by any Party, other than as contemplated by Section 2.2(b), then the Deposit, together with all received investment income, if any, shall be returned to Purchaser within five Business Days after such termination.

(d) The Parties agree that Sellers' right to retain the Deposit, as set forth in Section 2.2(b), is not a penalty but is liquidated damages in a reasonable amount. Subject to the Bidding Procedures Order and Bankruptcy Court approval, the Deposit shall be Sellers' sole monetary remedy for Purchaser's failure to close, except for Purchaser's fraud or Willful Breach.

(e) If the Closing occurs, at the Closing the Parties shall deliver joint written instructions to the Escrow Agent directing the Escrow Agent to transfer by wire transfer of immediately available funds 100% of the Deposit (together with any and all investment interest thereon, if any) to such account(s) as may be designated by Sellers.

Section 2.3 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price and the assumption of the Assumed Liabilities in accordance with this Agreement (the "Closing") will take place by telephone conference and electronic exchange at 9:00 a.m. Central Time on the second (2nd) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VI (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing), or at such other place, time and date as the Parties may agree in writing. The date on which the Closing actually occurs is referred to herein as the "Closing Date."

Section 2.4 Closing Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver to Purchaser:

(a) a bill of sale and assignment and assumption agreement substantially in the form of Exhibit A attached hereto (the "Assignment and Assumption Agreement") duly executed by each applicable Seller;

(b) an IRS Form W-9 executed by each Seller or its regarded owner;

(c) an intellectual property assignment agreement, if required to transfer the Transferred Intellectual Property, duly executed by the applicable Sellers;

(d) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of each Seller certifying that the conditions set forth in Section 6.3(a) and Section 6.3(b) have been satisfied;

(e) possession or control of the Acquired Assets as lawfully deliverable, together with applicable keys, access credentials, domain and system administration transfers, acquired data and records in reasonably usable electronic form, and material title or registration documents in Sellers' possession or control, subject to applicable Law; and

(f) counterparts of the employment agreements, in a form and substance reasonably acceptable to Purchaser, executed by each of Jonathan Terpening and Patrick Dempsey.

Section 2.5 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to (or at the direction of) Sellers:

(a) payment of the Cash Consideration and all Cure Costs as set forth in Section 2.1 and Section 5.4;

(b) the Assignment and Assumption Agreement duly executed by Purchaser;

(c) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Section 6.2(a) and Section 6.2(b) have been satisfied; and

(d) a countersigned intellectual property assignment agreement, if applicable.

Section 2.6 Withholding. Purchaser shall be entitled to deduct and withhold from amounts otherwise payable under this Agreement only to the extent required by applicable Law; provided that Purchaser shall provide Sellers with reasonable advance notice of any intended withholding and shall cooperate with Sellers in good faith to reduce or eliminate such withholding to the extent permitted by Law. Any amount properly withheld and timely remitted to the appropriate Governmental Body shall be treated as paid to the recipient for purposes of this Agreement. No gross-up is required by this Section.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Schedules or in any filings made in the Chapter 11 Cases, and subject in all respects to the Bankruptcy Code, the Sale Order and the "as is, where is" provisions of this Agreement, Sellers represent and warrant to Purchaser only as expressly set forth in this Article III.

Section 3.1 Organization and Qualification. Such Seller is duly organized, validly existing and, to Sellers' Knowledge, in good standing under the Laws of its jurisdiction of organization, except where the failure to be in good standing would not reasonably be expected to prevent or materially impair Sellers' ability to consummate the Transactions. Each has the organizational power to own or lease its assets and conduct the Acquired Businesses, subject to applicable Bankruptcy Court authority.

Section 3.2 Authorization of Agreement. Subject to requisite Bankruptcy Court approvals:

(a) such Seller has all necessary power and authority to execute and deliver this Agreement and the other Transaction Agreements to which such Seller is a party and to perform its obligations hereunder and to consummate the Transactions;

(b) the execution, delivery and performance by such Seller of this Agreement and the other Transaction Agreements to which Seller is a party, and the consummation by such Seller of the Transactions, have been duly authorized by all requisite corporate action, limited liability company action or limited partnership action on the part of such Seller, as applicable, and no other organizational proceedings on such Seller's part are necessary to authorize the execution, delivery and performance by such Seller of this Agreement or the other Transaction Agreements and the consummation by it of the Transactions; and

(c) this Agreement and the other Transaction Agreements to which such Seller is a party have been, or will be, duly executed and delivered by such Seller and, assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitutes, or will constitute, legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with its and their terms, except that such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (b) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Enforceability Exceptions").

Section 3.3 Conflicts; Consents. Assuming entry of the Bidding Procedures Order, the Sale Order and any other required Bankruptcy Court approvals, neither the execution and delivery by such Seller of this Agreement nor the consummation by such Seller of the Transactions will (i) conflict with such Seller's organizational documents or (ii) violate any Law or Order applicable to such Seller, except in each case as would not reasonably be expected to prevent or materially impair Sellers' ability to consummate the Transactions.

Section 3.4 Title to Assets; Sufficiency of Assets.

(a) Subject to entry of the Sale Order, Sellers will transfer to Purchaser all of Sellers' rights, title, and interest in the Acquired Assets free and clear of Encumbrances and Interests to the fullest extent permitted by sections 363 and 365 of the Bankruptcy Code, other than Permitted Encumbrances and Assumed Liabilities.

(b) Except for the Express Representations, Sellers make no representation or warranty as to the condition, value, quality, merchantability, fitness, sufficiency or operability of any Acquired Asset, and Purchaser acknowledges that it is acquiring the Acquired Assets on an "as is, where is," "with all faults" basis.

Section 3.5 Transferred Contracts and Assumed Leases.

(a) To Sellers' Knowledge, Schedule 1.1(a) identifies the Assigned Contracts and Assumed Leases that Sellers presently intend to seek authority to assume and assign to Purchaser, subject to the Bidding Procedures Order, the Sale Order and the terms of this Agreement.

Section 3.6 Real Property.

(a) Sellers make no representation or warranty that any owned real property is included in the Acquired Assets unless expressly listed on the Schedules.

(b) To Sellers' Knowledge, Schedule 1.1(i) identifies the real property leases that Sellers presently intend to seek authority to assume and assign to Purchaser. Sellers make no representation or warranty regarding title, physical condition, zoning, environmental condition or suitability of any real property, except as expressly set forth in this Article III.

Section 3.7 Employees.

(a) Schedule 3.7 identifies the employees principally serving the Acquired Businesses by employing entity, position, location and base compensation. To Sellers' Knowledge, except as would not reasonably be expected to be material to the Acquired Businesses, no Seller is party to a collective bargaining agreement covering employees who are principally employed in the Acquired Businesses.

(b) To Sellers' Knowledge, Sellers are in compliance in all material respects with applicable employment Laws with respect to employees principally employed in the Acquired Businesses, except as would not reasonably be expected to be material to the Acquired Businesses.

(c) To Sellers' Knowledge, there is no material Action pending or threatened in writing by any employee principally employed in the Acquired Businesses that would reasonably be expected to prevent or materially impair Sellers' ability to consummate the Transactions.

Section 3.8 Litigation; Decrees. Except as set forth on Schedule 3.8 and other than the Chapter 11 Cases, to Sellers' Knowledge there is no Action pending against Sellers that would reasonably be expected to prevent or materially impair Sellers' ability to consummate the Transactions.

Section 3.9 Brokers. Except for Sellers' retained investment banker or financial advisor, whose fees and expenses shall be borne by Sellers or their estates, no Seller has retained any broker, finder or investment banker entitled to any fee from Purchaser in connection with the Transactions.

Section 3.10 Intellectual Property and Systems. A Seller is the legal owner or licensee of the intellectual property, trade names, domains, software, databases, systems and licenses set forth on Schedule 1.1(c). To the Knowledge of Sellers, no third parties have made any written claims related to material infringement, ownership, license-default or data-security to such intellectual property, trade names, domains, software, databases, systems and licenses set forth on Schedule 1.1(c).

Section 3.11 Permits. Schedule 1.1(g) identifies all material Permits required for the current operation of the Acquired Businesses.

Section 3.12 No Other Representations or Warranties. Except for the representations and warranties expressly contained in this Article III as qualified by the Schedules, the Bankruptcy Court filings, and the express limitations in this Agreement (the "Express Representations"), no Seller, estate, trustee, representative, Affiliate, Advisor or other Person makes any representation or warranty, express or implied, at law or in equity, with respect to Sellers, the Acquired Businesses, the Acquired Assets, the Assumed Liabilities or any information made available to Purchaser. Purchaser acknowledges that it has conducted its own independent investigation and is acquiring the Acquired Assets "as is," "where is," and "with all faults," without reliance on any representation or warranty other than the Express Representations.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows.

Section 4.1 Organization and Qualification. Purchaser is duly formed, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority necessary to own, lease and operate the Acquired Assets after Closing, except where the failure to be so qualified would not reasonably be expected to prevent or materially impair Purchaser's ability to consummate the Transactions.

Section 4.2 Authorization of Agreement. Purchaser has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the Transactions. The execution, delivery and performance by Purchaser of this Agreement, and the consummation by Purchaser of the Transactions, subject to requisite Bankruptcy Court approvals, have been duly authorized by all requisite corporate or similar organizational action and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery and performance by Purchaser of this Agreement and the consummation by it of the Transactions. Subject to requisite Bankruptcy Court approvals, this Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery hereof by the other Parties, constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

Section 4.3 Conflicts; Consents. Assuming (i) entry of the Sale Order and all other requisite Bankruptcy Court approvals, (ii) neither the execution and delivery by Purchaser of this Agreement nor the consummation by Purchaser of the Transactions will (a) conflict with Purchaser's organizational documents, (b) violate any Law or Order applicable to Purchaser, or (c) violate or constitute a default under any material Contract to which Purchaser is a party, except as would not reasonably be expected to prevent or materially impair Purchaser's ability to consummate the Transactions.

Section 4.4 Financing. Purchaser has, and will have at the Closing, sufficient cash on hand, available credit facilities or binding financing commitments to pay the Cash Consideration, Cure Costs and all other amounts required to be paid by Purchaser under this Agreement and to perform the Assumed Liabilities as they become due. Purchaser is capable of satisfying the adequate assurance requirements of sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with

respect to the Assigned Contracts and Assumed Leases. Purchaser acknowledges that, except as expressly set forth in Article VI, its obligations under this Agreement are not subject to any financing condition.

Section 4.5 Brokers. The Purchaser has no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that might be entitled to any fee or commission in connection with the Transactions.

Section 4.6 Solvency. Purchaser is solvent and immediately after giving effect to the Transactions will be solvent and able to pay its debts as they become due, including the Assumed Liabilities.

Section 4.7 Adequate Assurance. Purchaser is, and at Closing will be, capable of providing adequate assurance of future performance under the Assigned Contracts and Assumed Leases within the meaning of section 365 of the Bankruptcy Code.

Section 4.8 No Additional Representations or Warranties. Except for the representations and warranties contained in this Article IV, Sellers are not relying on and will not rely on the accuracy or completeness of any other express or implied representation or warranty with respect to Purchaser or any information provided by Purchaser, and Purchaser makes no other express or implied representation or warranty.

Section 4.9 No Outside Reliance. Purchaser acknowledges and agrees, on behalf of itself and the Purchaser Group, that the Express Representations are the sole and exclusive representations, warranties and statements on which Purchaser may rely in connection with the Transactions. Purchaser further acknowledges that it has conducted an independent investigation of the Acquired Assets and Acquired Businesses and is acquiring the Acquired Assets on an "as is," "where is," and "with all faults" basis, without reliance on Sellers or any other Person except for the Express Representations.

ARTICLE V
COVENANTS AND AGREEMENTS

Section 5.1 Conduct of Sellers.

(a) Except (i) as required by applicable Law, the Bankruptcy Code, any Order of the Bankruptcy Court, any debtor-in-possession financing or cash collateral order, or Sellers' fiduciary duties, (ii) as expressly contemplated by this Agreement, the Bidding Procedures Order, or the Sale Order, (iii) with respect to any Excluded Asset or Excluded Liability, or (iv) as consented to by Purchaser in writing, from the date of this Agreement until the earlier of the Closing and termination of this Agreement, Sellers shall use commercially reasonable efforts to preserve the Acquired Assets and operate the Acquired Businesses in the Ordinary Course, including preserving material business relationships, records, systems and workforce, in each case taking into account the commencement and pendency of the Chapter 11 Cases. In furtherance of the foregoing, without Purchaser's prior written consent Sellers shall not dispose of or divert material Acquired Assets outside the Ordinary Course, create new Encumbrances affecting their transfer, reject or materially amend, terminate, waive or settle rights under a material selected Contract or Lease.

Section 5.2 Bankruptcy Actions.

(a) Sellers shall use commercially reasonable efforts to seek entry of the Sale Order on the timeline set forth in Section 5.6, subject to the Bankruptcy Court's availability, the Bidding Procedures, the Bankruptcy Code and Sellers' fiduciary duties. Sellers shall consult with Purchaser concerning the proposed form of the Sale Order, provided that Sellers shall retain control of the Chapter 11 Cases and the sale process. Purchaser shall promptly take such actions as are reasonably requested by Sellers to support entry of the Sale Order, including providing evidence of adequate assurance of future performance and good-faith purchaser status.

(b) Subject to the terms of this Agreement, Sellers and Purchaser shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sale Order.

(c) Purchaser shall not file, join in, support or encourage any objection, motion or pleading inconsistent with approval of this Agreement, the Bidding Procedures Order, the Sale Order, or consummation of the Transaction, except to the extent Sellers materially breach this Agreement or seek relief materially inconsistent with Purchaser's rights under this Agreement.

Section 5.3 Alternative Transactions.

(a) From and after entry of the Bidding Procedures Order and until entry of the Sale Order, Sellers and their Representatives may solicit, initiate, encourage, respond to, negotiate and enter into discussions regarding any Alternative Transaction, and may provide diligence materials to any potential bidder, in each case in accordance with the Bidding Procedures and Sellers' fiduciary duties.

(b) If an Auction is conducted and Purchaser is not the Successful Bidder but is designated by Sellers as the next highest or otherwise best bidder (the "Back-Up Bidder"), Purchaser shall keep its bid to consummate the Transaction on the terms and conditions set forth in this Agreement, as altered or amended by Purchaser at the Auction, open and irrevocable until the Back-Up Termination Date.

(c) Purchaser acknowledges that this Agreement and the sale of the Acquired Assets are subject to higher or otherwise better bids, the Bidding Procedures, Sellers' fiduciary duties and Bankruptcy Court approval.

(d) Purchaser shall provide adequate assurance of future performance as required under section 365 of the Bankruptcy Code for the Assigned Contracts and Assumed Leases and shall make its Representatives available to provide declarations, testimony, financial information and other evidence reasonably requested by Sellers in connection therewith.

(e) Nothing in this Section 5.3 shall limit Sellers' right to modify the Bidding Procedures or pursue any Alternative Transaction to the extent Sellers determine, in the exercise of their fiduciary duties, that doing so would maximize value for their estates.

Section 5.4 Cure Costs. Subject to entry of the Sale Order and in connection with the assumption and assignment of the Assigned Contracts and Assumed Leases, Purchaser shall pay all Cure Costs on or before the Closing, or such later date as the Bankruptcy Court may order, so that the Assigned Contracts and Assumed Leases may be assumed by Sellers and assigned to Purchaser under section 365 of the Bankruptcy Code.

Section 5.5 Sale Order. The Sale Order shall, among other things, (a) approve this Agreement and the Transactions pursuant to sections 105, 363 and 365 of the Bankruptcy Code; (b) authorize Sellers to sell the Acquired Assets to Purchaser free and clear of Encumbrances, Interests and Excluded Liabilities to the fullest extent permitted by applicable Law, other than Permitted Encumbrances and Assumed Liabilities; (c) authorize Sellers to assume and assign the Assigned Contracts and Assumed Leases to Purchaser; (d) find that Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code; (e) find that Purchaser is not a successor to any Seller and shall have no Liability for Excluded Liabilities; and (f) find that Purchaser has provided adequate assurance of future performance under section 365 of the Bankruptcy Code.

Section 5.6 Bankruptcy Court Milestones. Unless waived by Purchaser, Sellers shall use commercially reasonable efforts to pursue the following timeline (the "Bankruptcy Court Milestones"), subject to the Bankruptcy Court's availability, the requirements of the Bankruptcy Code and Sellers' fiduciary duties:

(a) the Bankruptcy Court shall have entered the Sale Order no later than seventy five (75) days after the Petition Date; and

(b) the Closing shall occur no later than ten (10) Business Days after entry of the Sale Order and satisfaction or waiver of the other conditions in Article VI.

Section 5.7 Approval. Sellers' obligations under this Agreement and in connection with the Transaction are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Bidding Procedures Order and the Sale Order). Nothing in this Agreement shall require Sellers or their respective Affiliates to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders**.**

Section 5.8 Access to Information.

(a) Sellers shall use commercially reasonable efforts, prior to the Closing and subject to applicable Law, privilege, confidentiality obligations, the Bankruptcy Code and the orderly administration of the Chapter 11 Cases, to provide Purchaser and its Representatives with reasonable access, during normal business hours and upon reasonable advance written request, to books and records, employees, officers, Advisors, offices and properties of Sellers to the extent reasonably related to the Acquired Assets, Acquired Businesses or Assumed Liabilities. All information provided shall be used solely for purposes of consummating the Transactions and shall be governed by the Confidentiality Agreement. Sellers make no representation or warranty as to the accuracy or completeness of information provided under this Section 5.8 except as expressly set forth in Article III.

(b) Purchaser shall not, and shall cause its Affiliates and Representatives not to, contact any employee, customer, supplier, landlord, contract counterparty, lender, or other material business relation of Sellers regarding Sellers, the Acquired Assets, the Acquired Businesses or the Transactions without Sellers' prior written consent, not to be unreasonably withheld, conditioned or delayed.

Section 5.9 Employee Matters.

(a) Prior to Closing, Sellers shall use commercially reasonable efforts to make available to Purchaser for interviews those employees principally employed in the Acquired Businesses as Purchaser reasonably requests in writing. Purchaser may, in its sole discretion and in compliance with applicable Law, make offers of employment effective as of the Closing to such employees (each, a "Transfer Offer"). Prior to the Auction, Purchaser shall provide Sellers with a list of employees who it desires to make Transfer Offers to, and such employees who accept Transfer Offers and commence employment with Purchaser or its Affiliates shall be "Transferred Employees." Sellers make no representation or guarantee that any employee will accept a Transfer Offer or remain employed after Closing. Sellers shall reasonably cooperate in arranging the employment agreements described in Section 2.4(f). Purchaser shall use its reasonable best efforts to agree to such employment agreements prior to the Approval Deadline.

(b) The provisions of this Section 5.9 are for the sole benefit of the Parties and nothing herein, express or implied, is intended or shall be construed to confer upon or give any Person (including for the avoidance of doubt any Transferred Employees), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Section 5.9 or under or by reason of any provision of this Agreement). Nothing contained herein, express or implied: (i) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement; (ii) shall, subject to compliance with the other provisions of this Section 5.9, alter or limit Purchaser's or such Seller's ability to amend, modify or terminate any particular benefit plan, program, agreement or arrangement; or (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

Section 5.10 Further Assurances. From time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the Transactions. If after Closing a Party receives money or holds an asset or record that belongs to the other under this Agreement, it shall promptly notify the other and, subject to applicable Law, remit or deliver it within five Business Days after identification, without additional consideration or setoff for an unrelated claim.

Section 5.11 Tax Matters.

(a) Any sales, use, purchase, transfer, franchise, deed, stamp, documentary stamp, recording or similar Taxes and charges payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement (the "Transfer Taxes") shall be borne and timely paid by Purchaser, and Purchaser shall timely file all Tax Returns related to any Transfer Taxes.

(b) For U.S. federal and applicable state and local income tax purposes, the Purchase Price shall be allocated to the Acquired Assets and Acquired Businesses (the "Asset Amount"). The Asset Amount shall be allocated consistent with the methodology set forth on Section 1060 of the Tax Code. Purchaser shall prepare a statement setting forth such allocation of the Asset Amount (the "Purchase Price Allocation Statement"). Purchaser shall deliver the Purchase Price Allocation Statement to Seller within 90 days after the Closing Date. Seller shall have thirty days after receipt of the Purchase Price Allocation Statement within which to review the Purchase Price Allocation Statement. If Seller does not object in writing to the Purchase Price Allocation Statement during such 30-day period, the Purchase Price Allocation Statement shall set forth the final allocation of the Asset Amount for all Tax purposes (the "Purchase Price Allocation"). If Seller objects in writing, Purchaser and Seller shall attempt in good faith to resolve such objections within 15 days thereafter, but if Seller and Purchaser are unable to resolve such objections within such fifteen days, then any remaining items in dispute shall be resolved by a third-party accounting firm that is mutually acceptable to the parties. Once the Purchase Price Allocation is finalized in accordance with the above procedures, the Purchase Price Allocation shall be binding upon the parties hereto for all Tax purposes unless otherwise required by applicable Law. The parties hereto shall report for Tax purposes, act for Tax purposes, and file Tax Returns, in all respects consistent with the Purchase Price Allocation.

(c) Purchaser shall not make any election under Tax Code Section 338 or Tax Code Section 336 (or any similar provision under state, local or non-U.S. Law) with respect to the purchase of the Acquired Assets and Acquired Businesses.

(d) Without the prior written consent of Seller, Purchaser shall not, and, following the Closing, shall cause the Acquired Businesses not to, (A) approach a Governmental Body with respect to any Taxes of an Acquired Business for any Pre-Closing Tax Period (including the entrance into any voluntary disclosure or other similar agreement with any Governmental Body), (B) amend, file or re-file any Tax Return of an Acquired Business for a Pre-Closing Tax Period, (C) agree to waive or extend the statute of limitations relating to any Taxes of any Acquired Business for any Pre-Closing Tax Period, or (D) make, revoke or change any tax election of an Acquired Business with respect to, or that has a retroactive effect to, any Pre-Closing Tax Period, in each case, if any such action would reasonably be expected to impact a Consolidated Tax Return. Notwithstanding the foregoing, Sellers' consent shall not be unreasonably withheld, conditioned or delayed and shall not be required for Purchaser's own legally required filings, truthful responses to a Governmental Body, protection against a claim asserted against Purchaser or the Acquired Assets, or action necessary to meet a statutory deadline. Purchaser shall give reasonable advance notice and an opportunity to consult where lawful and practicable.

(e) Notwithstanding any other provision in this Agreement to the contrary, Seller shall have the exclusive right to control in all respects, and neither Purchaser nor any of its Affiliates shall be entitled to participate in the preparation or filing of, or any dispute, audit, or other proceeding of any kind, with respect to any Consolidated Tax Return; provided, that such control shall not be deemed to authorize Sellers to bind Purchaser to an allocation inconsistent with Section 5.11(b) or settle a liability asserted against Purchaser without its written consent.

(f) Without Seller's prior written consent, Purchaser shall not take any actions with respect to an Acquired Business on the Closing Date after the Closing that are outside the ordinary course of business. Notwithstanding the foregoing, Purchaser and Seller agree to report all transactions not in the ordinary course of business occurring on the Closing Date after the Closing (including any transaction related to the financing of any obligations of Purchaser to make a payment under this Agreement) on the income Tax Return that includes the Acquired Businesses for the taxable period beginning on the day after the Closing Date to the extent permitted by Treasury Regulation Section 1.1502-76(b)(1)(ii)(B) (or any similar provision of state, local, or non-U.S. Law) at a "more likely than not" (or higher) level of confidence.

(g) Purchaser and Seller shall cooperate fully with each other, as and to the extent reasonably requested by the other Party, in connection with tax matters related to the Acquired Assets for a Pre-Closing Tax Period, including the preparation, filing and execution of Tax Returns, and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other Party's reasonable request) the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding during normal business hours and making employees available (as reasonably requested) on a mutually convenient basis to provide additional information and explanation of any materials provided hereunder. Notwithstanding anything in this agreement to the contrary, in no event will Purchaser or any Affiliate of Purchaser have any rights with respect to (including the preparation thereof) or access to any Tax Return (including a Consolidated Tax Return) or other Tax information or workpapers of Seller and its Affiliates that do not relate exclusively to an Acquired Business or Acquired Asset; provided, that Seller shall use commercially reasonable efforts (at Purchaser's cost) to provide any information reflected in such Tax Returns or other materials that is reasonably relevant to the Acquired Businesses and reasonably requested by Purchaser.

Section 5.12 Financing Cooperation; Evidence of Funds. Purchaser shall provide Sellers, promptly upon request and in any event before the hearing to approve the Sale Order, with evidence reasonably satisfactory to Sellers that Purchaser has sufficient funds available to pay the Purchase Price, Cure Costs and all other amounts required to be paid by Purchaser at Closing and to provide adequate assurance of future performance under the Assigned Contracts and Assumed Leases.

Section 5.13 Seller Guarantees. Purchaser acknowledges that Sellers and their Affiliates may have guarantees, letters of credit, surety bonds or similar credit support obligations relating to the Acquired Assets or Assumed Liabilities (the "Seller Credit Support Obligations").

The Parties shall use best efforts to replace, cash collateralize, or otherwise cause the full release of Sellers and their Affiliates from all Seller Credit Support Obligations effective as of the Closing.

ARTICLE VI
CONDITIONS TO CLOSING

Section 6.1 Conditions Precedent to the Obligations of Purchaser and Sellers. The respective obligations of each Party to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers and Purchaser) on or prior to the Closing Date, of each of the following conditions:

(a) no court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) restraining, enjoining or otherwise prohibiting the Transactions that is still in effect; and

(b) the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall not have been stayed, reversed, or modified in a manner not reasonably acceptable to the Parties.

Section 6.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), at the Closing, of each of the following conditions:

(a) the representations and warranties made by Sellers in Article III shall be true and correct as of the Closing Date, except (i) representations and warranties made as of a specified date need be true and correct only as of such date and (ii) failures to be true and correct that would not reasonably be expected to prevent or materially impair Sellers' ability to consummate the Transactions;

(b) Sellers shall have performed in all material respects the covenants required to be performed by Sellers under this Agreement at or prior to Closing, except for failures that would not reasonably be expected to prevent or materially impair Sellers' ability to consummate the Transactions;

(c) Sellers shall have (x) transferred the intellectual property specifically identified on Schedule 6.2(c), and (y) either transferred the Assumed Leases to Purchaser or entered into an interim occupancy arrangement with the landlord at each such property that is reasonably acceptable to Purchaser;

(d) Sellers shall have delivered, or caused to be delivered, to Purchaser the items set forth in Section 2.4; and

(e) The Parties have entered into a mutually agreeable transition services agreement.

Section 6.3 Conditions Precedent to the Obligations of Sellers. The obligations of Sellers to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers in their sole discretion), at the Closing, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date, except that representations and warranties made as of a specified date need to be true and correct in all material respects only as of such date;

(b) Purchaser shall have performed in all material respects all covenants required to be performed by it under this Agreement at or prior to the Closing, including payment of the Deposit, delivery of evidence of funds and adequate assurance, and cooperation in obtaining entry of the Bidding Procedures Order and Sale Order; and

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers the items set forth in Section 2.5, including payment of the Closing Date Payment and all Cure Costs required to be paid at or before Closing.

Section 6.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VI that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing. None of Purchaser or Sellers may rely on the failure of any condition set forth in this Article VI, as applicable, to be satisfied if such failure was caused by such Party's failure to perform any of its obligations under this Agreement, including its obligation to use its reasonable best efforts to consummate the Transactions as required under this Agreement.

ARTICLE VII
TERMINATION

Section 7.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing only in accordance with this Section 7.1, and in no other matter:

(a) by the mutual written consent of Sellers and Purchaser;

(b) by written notice of either Purchaser or Sellers, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Closing or declaring unlawful the Transactions, and such Order having become final, binding and non-appealable; provided that no Party may terminate this Agreement under this Section 7.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) by written notice of either Purchaser or Sellers, if the Closing shall not have occurred on or before the date that is ninety (90) days after the Petition Date (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 7.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party's material breach of this Agreement; provided further that

Sellers may extend the Outside Date for up to thirty (30) additional days to the extent necessary to satisfy the conditions set forth in Section 6.1;

(d) by written notice from Sellers to Purchaser, if Purchaser breaches any representation, warranty, covenant or agreement under this Agreement such that any condition in Section 6.3 would not be satisfied, including any failure to pay the Deposit, provide evidence of funds, provide adequate assurance, pay Cure Costs or consummate the Closing when required; provided that, if such breach is curable, Sellers may not terminate under this Section 7.1(d) unless such breach remains uncured by the earlier of (A) two (2) Business Days before the Outside Date and (B) ten (10) Business Days after Sellers notify Purchaser of such breach;

(e) by written notice from Purchaser to Sellers, if Sellers breach any representation, warranty, covenant or agreement under this Agreement such that any condition in Section 6.2 would not be satisfied; provided that Purchaser may not terminate under this Section 7.1(e) unless such breach remains uncured by the earlier of (A) two (2) Business Days before the Outside Date and (B) twenty (20) Business Days after Purchaser notifies Sellers of such breach; provided further that Purchaser may not terminate under this Section 7.1(e) if Purchaser is then in material breach of this Agreement;

(f) by written notice from Sellers to Purchaser, if all of the conditions set forth in Section 6.1 and Section 6.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and Purchaser fails to complete the Closing at the time required by Section 2.3;

(g) by written notice from Sellers to Purchaser, if Sellers or their governing bodies determine in good faith, after consultation with counsel, that proceeding with the Transactions or failing to terminate this Agreement would be inconsistent with Sellers' fiduciary duties;

(h) by written notice of either Purchaser or Sellers, if Sellers consummate an Alternative Transaction with a Successful Bidder other than Purchaser;

(i) by Purchaser, if, following the Auction, Purchaser is not the Successful Bidder or the Back-Up Bidder and its obligation to maintain its bid has expired or been released under the controlling Bidding Procedures and Bidding Procedures Order, whether or not an Auction is conducted.

Section 7.2 Effect of Termination.

(a) In the event of termination of this Agreement pursuant to Section 7.1, this Agreement shall become null and void and no Party shall have any further Liability under this Agreement, except that this Section 7.2 and Article VIII shall survive; provided that no termination shall relieve Purchaser from Liability for any Willful Breach or failure to consummate the Closing when required. If Purchaser terminates this Agreement other than in accordance with Section 7.1, Sellers shall be entitled to retain the Deposit and pursue all remedies available under this Agreement.

(b) Subject in all cases to Section 8.11, prior to the Closing, Purchaser's sole and exclusive remedy for any breach by Sellers shall be to terminate this Agreement in accordance with Section 7.1.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Non-Survival of Representations and Warranties and Certain Covenants; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms (such term to survive the applicable statute of limitations for any Tax covenant with respect to Consolidated Tax Returns), and if no term is specified, then for six (6) months following the Closing Date.

Section 8.2 Expenses. Whether or not the Closing takes place, except as otherwise provided herein, all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the Transactions will be paid by the Party incurring such fees, costs and expenses.

Section 8.3 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (having obtained electronic delivery confirmation thereof), if delivered by 5:00 P.M. local time of the recipient on a Business Day and otherwise on the following Business Day, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Purchaser:

Briggs Management Partners, LLC
160 Commerce Way, Suite 200
Portsmouth, New Hampshire 03801
Attention: Daniel Walsh
Email: Dan.Walsh@briggsmp.com

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

Kevin S. Mann, Esq.
Cross & Simon, LLC
1105 N. Market Street, Suite 901
Wilmington, DE 19801
kmann@crosslaw.com

Notices to Sellers:

Noble Equity Holdings, LLC
Attention: Robert Albergotti, Chief Transformation Officer
Email: ralbergotti@pppllc.com

with copies to (which shall not constitute notice):

Cole Schotz P.C.
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Attention: Seth Van Aalten
Email: svanaalten@coleschotz.com

Section 8.4 Binding Effect; Assignment.

(a) This Agreement shall be binding upon Purchaser and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the entry and terms of the Sale Order, Sellers, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Chapter 11 Cases or any successor Chapter 7 cases; provided that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and Sellers, and any attempted assignment or delegation without such prior written consent shall be null and void.

(b) Purchaser may designate one or more Affiliates to acquire all or any portion of the Acquired Assets and assume all or any portion of the Assumed Liabilities; provided that no such designation shall relieve Purchaser of any obligation or Liability under this Agreement and Sellers shall not be required to incur additional cost, Liability or delay as a result of any such designation.

Section 8.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and Sellers or (b) waived only in a writing executed by the Party against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

Section 8.6 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than (i) for purposes of Section 8.7, the Non-Recourse Persons (as defined below) and (ii) the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

Section 8.7 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any Party (each, a "Non-Recourse Person") will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or for any Agreement Dispute (as defined below) and (ii) in no event shall any Party have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions, omissions or fraud (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any other Person, and each of such Persons are intended third party beneficiaries of this Section 8.7 and shall be entitled to enforce this Section 8.7 as if a party directly hereto.

Section 8.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

Section 8.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person.

Section 8.10 Complete Agreement. This Agreement, together with the Confidentiality Agreement and any other agreements expressly referred to herein or therein, contains the entire agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

Section 8.11 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms

or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the Transactions. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 8.12 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 8.11 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Sellers pursuant to this Section 8.11 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit Sellers from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case in accordance with Section 8.12, to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (i) for the period during which such action is pending, plus ten (10) Business Days or (ii) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 8.11 be used, alone or together with any other provision of this Agreement, to require Sellers to remedy any breach of any representation or warranty made by Sellers herein.

Section 8.12 Jurisdiction and Exclusive Venue. Each Party irrevocably agrees that any Action arising out of or relating to this Agreement, the Transactions or any Transaction Agreement (each, an "Agreement Dispute") shall be brought and determined exclusively in (a) the Bankruptcy Court, if the Bankruptcy Court has or retains jurisdiction, or (b) if the Bankruptcy Court does not have or retain jurisdiction, the Court of Chancery of the State of Delaware or, if such court lacks subject matter jurisdiction, any state or federal court sitting in the State of Delaware (collectively, the "Chosen Courts"). Each Party irrevocably submits to the exclusive jurisdiction of the Chosen Courts and waives any objection based on -venue, forum non conveniens or similar doctrine.

Section 8.13 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE

DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.13(B).

Section 8.14 No Right of Set-Off. Purchaser, on its own behalf and on behalf the Purchaser Group and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that Purchaser, any member of the Purchaser Group or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Purchaser pursuant to this Agreement or any other document or instrument delivered by Purchaser in connection herewith.

Section 8.15 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party hereto or to any such Contract will raise the use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

Section 8.16 Publicity. Prior to the Closing, neither Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed; provided that Sellers may make any disclosure required by applicable Law, the Bankruptcy Code, the Bankruptcy Court, securities Laws or the rules of any applicable stock exchange, and may file this Agreement and related pleadings in the Chapter 11 Cases without Purchaser's consent.

Section 8.17 Bulk Sales Laws. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances in the Acquired Assets including any Encumbrances or claims arising out of the bulk transfer laws except Permitted Encumbrances, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the "bulk sales," "bulk transfers" or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the Transactions.

Section 8.18 Fiduciary Obligations. Nothing in this Agreement, or any document related to the Transactions, will require any Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable Law. For the avoidance of doubt, Sellers retain the right to pursue any transaction or restructuring strategy that, in Sellers' business judgment, will maximize the value of its estates.

Section 8.19 Sellers' Representative. Each Party agrees that Noble Equity Holdings, LLC has the power and authority to act on behalf of all Sellers for the purposes specified under this Agreement, including to make decisions, give notices, provide consents, waive conditions and agree to amendments on behalf of Sellers. Purchaser shall be entitled to rely on any action or omission taken by Noble Equity Holdings, LLC on behalf of Sellers.

Section 8.20 Schedules.

(a) The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules, and any disclosure in the Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

(b) Sellers shall deliver materially complete Schedules to Purchaser on or before the date on which the Bidding Procedures Motion is filed with the Bankruptcy Court. From time to time prior to the Closing, Sellers may supplement or amend the Schedules (each, a "Schedule Supplement"). Any disclosure in a Schedule Supplement shall qualify the representations, warranties and covenants in this Agreement for all purposes and shall not give rise to any Purchaser termination right unless the matter disclosed would reasonably be expected to prevent or materially impair Sellers' ability to consummate the Transactions.

ARTICLE IX
ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

Section 9.1 Certain Definitions.

(a) "Acquired Assets" shall have the meaning set forth in Section 1.1.

(b) "Acquired Businesses" shall have the meaning set forth in the Recitals.

(c) "Action" means any action, suit, litigation, arbitration, mediation, audit, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding) or prosecution of any kind whatsoever whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before any Governmental Body.

(d) "Advisors" means, with respect to any Person as of any relevant time, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(e) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(f) "Agreement" shall have the meaning set forth in the Preamble.

(g) "Agreement Dispute" shall have the meaning set forth in Section 8.12.

(h) "Alternative Transaction" means any sale, transfer, disposition, restructuring, financing, plan transaction or other transaction involving all or any material portion of the Acquired Assets or Acquired Businesses, other than the Transaction with Purchaser.

(i) "Assigned Contracts" shall have the meaning set forth in Section 1.1(a).

(j) "Assignment and Assumption Agreement" shall have the meaning set forth in Section 2.4(a).

(k) "Assumed Leases" means the leases identified in Schedules 1.1(a) and 1.1(i).

(l) "Assumed Liabilities" shall have the meaning set forth in Section 1.3.

(m) "Auction" shall have the meaning ascribed to it in the Bidding Procedures.

(n) "Back-Up Bidder" shall have the meaning set forth in Section 5.3(b).

(o) "Back-Up Termination Date" means the date that is thirty (30) days after entry of the Sale Order, unless otherwise provided in the Bidding Procedures Order.

(p) "Bankruptcy Code" shall have the meaning set forth in the Recitals.

(q) "Bankruptcy Court" shall have the meaning set forth in the Recitals.

(r) "Bidding Procedures" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, in form and substance reasonably acceptable to Sellers.

(s) "Bidding Procedures Motion" means a motion filed by the Sellers in the Chapter 11 Cases for the Bankruptcy Court to approve the Bidding Procedures.

(t) "Bidding Procedures Order" means an Order of the Bankruptcy Court approving, among other things, the Bidding Procedures, assumption and assignment procedures, the form and manner of sale notices, the Auction, if any, and the Sale Hearing.

(u) "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York or Wilmington, Delaware are authorized or required by Law to be closed.

(v) "Cash Consideration" shall have the meaning set forth in Section 2.1.

(w) "Chapter 11 Cases" shall have the meaning set forth in the Recitals.

(x) "Chosen Courts" shall have the meaning set forth in Section 8.12.

(y) "Closing" shall have the meaning set forth in Section 2.3.

(z) "Closing Date" shall have the meaning set forth in Section 2.3.

(aa) "Closing Date Payment" shall have the meaning set forth in Section 2.1.

(bb) "Company Benefit Plans" means any "employee benefit plan" (as defined under section 3(3) of ERISA, whether or not subject to ERISA) or any agreement, plan, or

practice providing for compensation, employee benefits, severance pay or benefits, change in control payments, equity awards, fringe benefits, or other remuneration or benefit of any kind, whether written or unwritten, funded or unfunded, for the benefit of any employee, contractor, advisor or other service provider of the Acquired Businesses that is sponsored, maintained, contributed to or required to be contributed to by any Seller or any of their ERISA Affiliates for the benefit of any employees or former employees, or pursuant to which any Seller or any of their Subsidiaries may have any liability (contingent or otherwise).

(cc) "Confidentiality Agreement" means that certain letter agreement, dated as of September 2, 2026, by and between Briggs Management Partners, LLC and Noble Equity Holdings LLC.

(dd) "Consolidated Tax Return" means any Tax Return of the Seller Tax Group with respect to any U.S. federal, state or local or non-U.S. Taxes (including income Taxes) that are paid on an affiliated, consolidated, combined, unitary or similar group basis.

(ee) "Contract" means any written contract, indenture, note, bond, lease, sublease, mortgage, agreement, guarantee, or other agreement that is binding upon a Person or its property, in each case, other than a purchase order, service order, or sales order.

(ff) "Cure Costs" shall have the meaning set forth in Section 1.5(a).

(gg) "Cure Notice" shall have the meaning set forth in Section 1.5(a).

(hh) "Dataroom" shall mean that certain datasite administered by Triple P TRS, LLC.

(ii) "Deposit" shall have the meaning set forth in Section 2.2(a).

(jj) "Employee Benefit Plan" means each (i) employee welfare benefit plan within the meaning of Section 3(1) of ERISA (whether or not subject to ERISA), (ii) employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not subject to ERISA), (iii) stock option, stock purchase, stock appreciation right or other equity or equity-based agreement, program or plan, (iv) employment, individual consulting, severance or retention agreement or (v) bonus, incentive, retention, stay, deferred compensation, profit-sharing, retirement, post-termination health or welfare, vacation, severance or termination pay, fringe or any other compensation or benefit plan, program, policy, Contract, agreement or other arrangement, in each case that is sponsored, maintained or contributed to by any Seller or to which any Seller is obligated to contribute or with respect to which such Seller has any Liability.

(kk) "Encumbrances" means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, encumbrance, lien, pledge, option to purchase or lease, right of first offer or refusal, conditional sale or other title retention agreement or lease in the nature thereof, preemptive right (whether statutory or contractual), adverse claim (as defined in Section 8-102(a)(1) of the Uniform Commercial Code), any

subordination arrangement in favor of another Person, security interest or agreement, easement or similar encumbrance, other than restrictions on transfer arising under applicable securities Laws, leases and licenses granted in the Ordinary Course, and any encroachment, defect in title, or right of way, including any agreement to give any of the foregoing in the future, in each case, that is not eliminated as of the Closing.

(ll) "Enforceability Exceptions" shall have the meaning set forth in Section 3.2(c).

(mm) "Equity Interests" means, with respect to a Person, any membership interests, partnership interests, profits interests, capital stock or other equity securities (including profit participation features or equity appreciation rights, phantom stock rights or other similar rights) or ownership interests of such Person, or any securities (including debt securities or other indebtedness) exercisable or exchangeable for or convertible into, or other rights to acquire, membership interests, partnership interests, capital stock or other equity securities or ownership interests of such Person (or otherwise constituting an investment in such Person).

(nn) "ERISA" means the Employee Retirement Income Security Act of 1974.

(oo) "Escrow Agent" shall have the meaning set forth in Section 2.2(a).

(pp) "Excluded Assets" shall have the meaning set forth in Section 1.2.

(qq) "Excluded Liabilities" shall have the meaning set forth in Section 1.4.

(rr) "Expense Reimbursement" shall have the meaning set forth in **Error! Reference source not found.**.

(ss) "Express Representations" shall have the meaning set forth in Section 3.12.

(tt) "Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator of applicable jurisdiction.

(uu) "Intellectual Property Rights" means, collectively, all intellectual property rights in any jurisdiction throughout the world, whether registered, unregistered, or registrable, including any and all of the following: (A) inventions, discoveries, improvements, ideas, know-how, methodology, models, algorithms, formulae, systems, processes, technology, whether patentable or not, and all patents, patent applications of any kind, industrial designs, utility models, and like rights, and all applications pertaining to the foregoing, in any jurisdiction, including re-issues, continuations, divisionals, continuations-in-part, re-examinations, renewals and extensions; (B) rights in registered and unregistered trademarks, service marks, trade names, trade dress, logos, packaging design, slogans, product configurations, trade names and other indications of origin, and

Internet domain names, and registrations and applications for registration of any of the foregoing and all goodwill associated therewith; (C) copyrights and registrations and applications for registration thereof, and copyrightable works and any other works of authorship in any medium, including applications or registrations in any jurisdiction for the foregoing and all moral rights in the foregoing; (D) trade secret and other rights in any information (including inventions, discoveries and invention disclosures (whether or not patented), formulae, patterns, compilations, programs, devices, methods, strategies, techniques, or processes), in each case that derives independent economic value, actual or potential, from not being generally known or readily ascertainable by others who can obtain economic value from its disclosure or use; (E) rights in software, including interpreted or compiled source code, object code, development documentation, programming tools, drawings, specifications, metadata and data; (F) data and database rights; (G) domain names, websites and social media accounts and identifiers, including, as applicable, the usernames and passwords associated therewith and all content contained therein; (H) any other intellectual property or proprietary rights of any kind, nature or description; and (I) any tangible embodiments of the foregoing (in whatever form or medium).

(vv) "Interest" means any interest within the meaning of section 363(f) of the Bankruptcy Code, including any interest of a Governmental Body, and all other interests, pledges, security interests, rights of setoff, restrictions or limitations on use, successor liabilities, conditions, rights of first refusal, options to purchase, obligations to allow participation, agreements or rights, rights asserted in litigation matters, competing rights of possession, obligations to lend, matters filed of record that relate to, evidence or secure an obligation of the Sellers (and all created expenses and charges) of any type under, among other things, any document, instrument, agreement, affidavit, matter filed of record, cause, or state or federal Law, whether known or unknown, legal or equitable, and all Liens, rights of offset, replacement Liens, adequate protection Liens, charges, obligations, or claims granted, allowed or directed in any decree.

(ww) "Inventory" means all raw materials, work in progress, finished goods inventory that are owned by one or more of the Sellers, is related exclusively to the Acquired Businesses. The definition of "Inventory" shall, in addition to the inventory described in the foregoing sentence, also include all finished goods inventory ordered by any Seller prior to the Closing Date, but not shipped from the applicable supplier until after the Closing Date.

(xx) "Knowledge of Sellers", or words of like import, means the actual knowledge, as of the date of this Agreement, without independent verification (and in no event encompass constructive, imputed or similar concepts of knowledge) of Robert Albergotti, none of whom, for the sake of clarity and avoidance of doubt, shall have any personal Liability or obligations regarding such knowledge.

(yy) "Law" means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, ordinance, code, decree, treaty, convention, rule, regulation or Order issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

(zz) "Lease" means a lease to which one or more Sellers is a party.

(aaa) "Liability" means, as to any Person, any debt, adverse claim, liability, duty, responsibility, Tax, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(bbb) "Lien" means a lien as defined in section 101(37) of the Bankruptcy Code.

(ccc) "Non-Recourse Person" shall have the meaning set forth in Section 8.7.

(ddd) "Order" means any order, injunction, judgment, decree, ruling, writ or arbitration award of a Governmental Body of competent jurisdiction, including any order entered by the Bankruptcy Court in the Chapter 11 Cases (including the Sale Order).

(eee) "Ordinary Course" means the ordinary and usual course of operations of the business of Sellers with respect to the Acquired Assets or the Acquired Businesses, as applicable and taken as a whole, taking into account the contemplation, commencement and pendency of the Chapter 11 Cases and past practice.

(fff) "Outside Date" shall have the meaning set forth in Section 7.1(c).

(ggg) "Party" or "Parties" shall have the meaning set forth in the Preamble.

(hhh) "Permit" means any permit, license, franchise, clearance, registration, certificate, approval, qualification, or authorization issued by any Governmental Body or accrediting organization.

(iii) "Permitted Encumbrances" means (i) Encumbrances for utilities and Taxes not yet due and payable, or that are being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets, (iii) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable or that are being contested by appropriate proceedings, (iv) licenses granted on a non-exclusive basis, (v) such other Encumbrances or title exceptions which do not, individually or in the aggregate, materially and adversely affect the operation of the Acquired Assets, and (vii) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Sale Order.

(jjj) "Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, organization, estate, Governmental Body or other entity or group.

(kkk) "Petition Date" means August 30, 2026.

(lll) "Pre-Closing Tax Period" means any taxable period ending on or prior to the Closing Date.

(mmm) "Purchase Price" shall have the meaning set forth in Section 2.1.

(nnn) "Purchase Price Allocation" shall have the meaning set forth in Section 5.11(b).

(ooo) "Purchase Price Allocation Statement" shall have the meaning set forth in Section 5.11(b).

(ppp) "Purchaser" shall have the meaning set forth in the Preamble.

(qqq) "Purchaser Group" means Purchaser, any Affiliate of Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(rrr) "Qualified Bid" has the meaning set forth in the Bidding Procedures.

(sss) "Representatives" of a Person means any officer, director, manager or employee of such Person or any investment banker, attorney, accountant, consultant, agent or other advisor or representative of such Person.

(ttt) "Retained Taxes" means any Liability for Taxes or the payment thereof (i) arising from or related to the Sellers' ownership or operation of the business or the Acquired Assets in a Pre-Closing Tax Period, (ii) of any and all Sellers (or for which any Seller or any of their Affiliates are otherwise liable, including as a transferee, successor, by contract or otherwise pursuant to applicable Law, or arising as a result of being or having been a member of any consolidated, combined, unitary or other group or being or having included or required to be included in any Tax Return related thereto), or (iii) in respect of any Excluded Assets.

(uuu) "Sale Hearing" means a hearing held by the Bankruptcy Court to consider approval of a Successful Bid and the Sale Transaction.

(vvv) "Sale Order" means the sale Order or Orders (i) approving this Agreement and the terms and conditions hereof, including pursuant to sections 363 and 365 of the Bankruptcy Code and (ii) approving and authorizing Sellers to consummate the Transactions, in form and substance reasonably acceptable to the Parties.

(www) "Sale Transaction" means the sale of the assets contemplated by this Agreement.

(xxx) "Seller" and "Sellers" shall have the meaning set forth in the Preamble.

(yyy) "Seller Credit Support Obligations" shall have the meaning set forth in Section 5.13.

(zzz) "Seller Tax Group" means any consolidated, combined, unitary or similar Tax group of which any Seller or any of its Affiliates is a member.

(aaaa) "Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company or other entity, whether incorporated or unincorporated, of which such first Person directly or indirectly owns or controls a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions.

(bbbb) "Successful Bid" means the highest or otherwise best Qualified Bid for the applicable assets.

(cccc) "Successful Bidder" means, if an Auction is conducted, the prevailing party at the conclusion of such Auction.

(dddd) "Tax" or "Taxes" means any federal, state, local, non-United States or other tax of any kind, including income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, import, export, alternative minimum or estimated tax, including any interest, penalty or addition thereto.

(eeee) "Tax Code" means the United States Internal Revenue Code of 1986, as amended.

(ffff) "Tax Return" means any return, claim for refund, report, statement or information return relating to Taxes required to be filed with a Governmental Body, including any schedule or attachment thereto, and including any amendments thereof.

(gggg) "Transaction Agreements" means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

(hhhh) "Transactions" means the transactions contemplated by this Agreement and the other Transaction Agreements.

(iiii) "Transfer Offer" shall have the meaning set forth in Section 5.9(a).

(jjjj) "Transfer Taxes" shall have the meaning set forth in Section 5.11(a).

(kkkk) "Transferred Employee Records" means physical or electronic copies of all personnel records (including those as required by applicable Law and those pertaining to performance, training history, job experience and history, and for the three-year period immediately preceding the Closing, compensation history) for the Transferred Employees, except where (i) the transfer or disclosure of such records is prohibited by applicable Law

or would include medical records, or (ii) consent of the relevant employee is required by applicable Law but not given.

(llll) "Transferred Employees" shall have the meaning set forth in Section 5.9(a).

(mmmm) "Transferred Intellectual Property" means the Intellectual Property Rights owned by Sellers and expressly listed on Schedule 1.1(c), solely to the extent transferable and primarily related to the Acquired Businesses, but excluding all Excluded Assets.

(nnnn) "WARN Act" means the Worker Adjustment and Retraining Notification Act and any similar state, local or foreign Law.

(oooo) "Willful Breach" shall mean a deliberate act or a deliberate failure to act regardless of whether breaching was the conscious object of the act or failure to act.

Section 9.2 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) The terms "hereof," "herein" and "hereunder" and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, Schedule and exhibit references contained in this Agreement are references to sections, clauses, Schedules and exhibits in or to this Agreement, unless otherwise specified. All exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or exhibits but not otherwise defined therein shall be defined as set forth in this Agreement.

(b) Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Where the context permits, the use of the term "or" will be equivalent to the use of the term "and/or."

(c) The words "to the extent" shall mean "the degree by which" and not simply "if."

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(e) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(f) The word "will" will be construed to have the same meaning and effect as the word "shall". The words "shall," "will," or "agree(s)" are mandatory, and "may" is permissive.

(g) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(h) Any document or item will be deemed "delivered," "provided" or "made available" by Sellers, within the meaning of this Agreement if such document or item is (i) included in the Dataroom, (ii) actually delivered or provided to Purchaser or any of Purchaser's Advisors or (iii) made available upon request, including at Sellers' offices.

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

(j) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.

(k) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

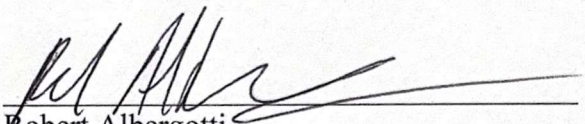
PURCHASER:

Briggs Management Partners, LLC

By: _____
Name: Daniel E. Walsh
Title: Managing Partner

SELLERS:

NOBLE EQUITY HOLDINGS, LLC
NOBLE SUPPLY & LOGISTICS, LLC
COTS SOLUTIONS, LLC
FEDERAL RESOURCES SUPPLY COMPANY, LLC
FRS HOLDINGS, LLC
K.D. ANALYTICAL CONSULTING, LLC
KDA ACQUISITION, LLC
NOBLE DEFENSE CORPORATION
NOBLE EQUITY HOLDINGS, LLC
NOBLE.COM, LLC
NOBLE MISSION SUPPORT, LLC
TACTICAL & SURVIVAL SPECIALTIES, LLC

By: 
Name: Robert Albergotti
Title:

SCHEDULES

Schedule 1.1(a) — Assigned Contracts and Assumed Leases
Schedule 1.1(c) — Transferred Intellectual Property
Schedule 1.1(d) — Trade Names
Schedule 1.1(e) — Inventory
Schedule 1.1(f) — Tangible Personal Property
Schedule 1.1(g) — Permits and Licenses
Schedule 1.1(i) — Real Property Leases
Schedule 1.1(j) — Prepaid Expenses, Deposits and Credits
Schedule 1.1(k) — Computer Systems and Information Technology
Schedule 1.1(n) — Other Assets — Accounts Receivable
Schedule 1.3(c) — Cure Costs
Schedule 1.3(d) — Specified Assumed Liabilities
Schedule 3.7 - Employees

Schedule 1.1(a)

Assigned Contracts and Assumed Leases

Conditional entries are subject to satisfaction of the stated conditions or waiver and final designation in accordance with Section 6.2(a).

Ref.	Contract / counterparty and instrument	Scope of Assigned Rights
NIQ-04	Bering Straits Professional Services / NGB COMSUPCENBSPS-2610035-KDAC-TO01	Subcontract and task-order rights only, including executed extensions and work orders.
NIQ-06	U.S. Department of State — AIRGARD19AQMM24P1066	Rights under the identified award; any successor award requires final designation under Section 6.2(a).
NIQ-07	U.S. Department of State — Nonproliferation & Disarmament Fund19AQMM23A0029	Rights under the identified NDF instrument; any successor instrument requires final designation under Section 6.2(a).
NIQ-08	U.S. Department of State — Cairo / Rafah CBRNE equipment19AQMM24F7046	Rights under the identified award and executed amendments, including P00007 to the extent effective.
NIQ-09	U.S. Department of State — Israel pallet scanner19AQMM24F7146	—
NIQ-10	U.S. Department of State — Central Asia CBRNE19AQMM24F7371	Rights under the identified award and executed amendments, including P00004 to the extent effective.
NIQ-11	U.S. Department of State — Cairo Airport equipment19AQMM26F7093	—
NIQ-12	Defense Threat Reduction Agency — AIRGARDHDTRA125CE024	—
NIQ-13	Federal Bureau of Investigation — SCBA / respiratory maintenance15F06725D0000856	Rights under the identified instrument and exercised options; any successor instrument requires final designation under Section 6.2(a).
NIQ-14	Federal Bureau of Investigation — THRU D&M15F06724A0000544	—
NIQ-15	Federal Reserve Bank of ChicagoPO1000141011	Rights under the identified purchase order; sales order SKD000593 is included only to the extent issued under that purchase order.
NIQ-16	Federal Reserve Bank of Chicago / Detroit deploymentProduct Purchase Agreement	—

Ref.	Contract / counterparty and instrument	Scope of Assigned Rights
NIQ-17	Federal Emergency Management Agency70FA5025P000000055	—
NIQ-18	GSA Chicago / Jones Lang LaSallePO 5897847	—
NIQ-20	Naval Surface Warfare Center Indian Head — IHEODTD orderN0017426F1207	Rights under the identified order for its effective term; master-contract rights are separately designated at NIQ-19.
NIQ-21	IKEAQuote Q-67474	Rights under an executed customer agreement arising from Quote Q-67474, if any; no prospective award is represented as an existing Contract.
NIQ-22	International Monetary Fund / GardaWorldIMF Sensor Maintenance	—
NIQ-23	U.S. Army — JE-CLaSS II Domain 1W911SR23D0037	Rights under the identified contract and executed extensions.
NIQ-24	Schneider Electric — JFK New Terminal OneSubcontract N6588L / SEBA250018	Subcontract rights only, for the operative term.
NIQ-26	Securitas Technology — JFK Terminal 6PO 1031283	—
NIQ-28	ABM — LaGuardia Terminal BSKDVA000120 / Schedule A-1	Rights under the identified instrument and related executed amendments; order SKDVA000197 is included only to the extent issued under that instrument.
NIQ-29	Summit Exercises and Training LLC / K.D. Analytical ConsultingKD-Summit-SubK-20-0013; also listed at NOB-46	Rights under subcontract KD-Summit-SubK-20-0013, also referenced at NOB-46, without duplication.
NIQ-30	Montgomery County Board of EducationDOC062625	—
NIQ-31	MSA SecuritySales order SKDVA000205	Rights under the identified service order and its corresponding customer purchase order.
NIQ-32	NSA Police26P1037 / 26Q1241	Rights under the identified executed instrument; any additional instrument requires final designation under Section 6.2(a).
NIQ-36	MTA Headquarters — PROTECT maintenancePO 9000022480 / Option Year 2	—

Ref.	Contract / counterparty and instrument	Scope of Assigned Rights
NIQ-38	Port Authority of New York & New Jersey — World Trade CenterPO 5000000799 / Option Year 1	—
NIQ-41	Pentagon Force Protection Agency — AIRGARD maintenanceN0017422P0033	—
NIQ-42	Seymour Johnson Air Force Base — SCBA annual testingFA480926P0010 / proposal FA480925Q0090	Rights under the identified executed award; the proposal alone is not an Assigned Contract.
NIQ-43	U.S. Coast Guard — CBRN HAZTECH training70Z02325F72100002	Existing rights under the identified award; any successor award requires final designation under Section 6.2(a).
NIQ-44	U.S. Secret Service — meter maintenance70US0924C70092474 / P00004	—
NIQ-45	Vexcel — AIRGARD warranty and servicesPO 3989 / Quote KD-85215	Rights under the identified executed purchase order and related service agreement.
NIQ-47	Drug Enforcement Administration — Clandestine Laboratory Safety Training15DDHQ23D00000012	NobleIQ/Safeware subcontract rights only, subject to identification of the subcontract and final designation under Section 6.2(a); the cited DEA prime award is not transferred.
NIQ-48	Georgia Emergency Management AgencyPOs 54635, 54717, 54715, 54720 and 54774	—
NIQ-49	State of IowaIowa Master Agreement	Rights under the executed Iowa Master Agreement corresponding to MA005 25091B.
NIQ-50	IFFDPO06370	—
NIQ-51	Kentucky Emergency Management — HazMatIQ trainingPON2 095 2500001733 v3	—
NIQ-52	Kentucky Emergency Management — HazMatIQ trainingPON2 095 2700000216 v1	Rights under the identified instrument to the extent executed and effective.
NIQ-53	Nevada Governor's Office of Federal AssistanceOFA Noble Contract	Rights under the executed Nevada agreement corresponding to contract 32236.
NIQ-54	Nevada Department of Public Safety / State Fire MarshalNoble HazMatIQ Contract	—
NIQ-55	Washington State PatrolContract K17530 / Amendment 4	—

Ref.	Contract / counterparty and instrument	Scope of Assigned Rights
NIQ-56	White CoursesPO 601972-15	Existing rights under the identified purchase order; any successor instrument requires final designation under Section 6.2(a).
NOB-46	Summit Exercises and Training LLC / K.D. Analytical ConsultingKD-Summit-SubK-20-0013; related DHS order 70RWMD20F00000013	Rights under subcontract KD-Summit-SubK-20-0013 associated with the identified DHS order, without duplication of NIQ-29.
W58RGZ-26-G-0039	DRONE MARKETPLACEW58RGZ-26-G-0039	—
47QFNA25D0014	COTS MOD CONTRACT47QFNA25D0014	—
GS07F016DA	TSSI GSA CONTRACT FOR TACOPS BAGSGS07F016DA	—
NIQ-03	Battelle Memorial InstitutePO 0000925371	Conditional upon continuing or successor rights following the October–November 2026 rebid and final designation under Section 6.2(a).
NIQ-05	Bullitt County Board of EducationPO 26907607	Conditional upon remaining service or follow-on rights and final designation under Section 6.2(a).
NIQ-19	Naval Surface Warfare Center Indian Head — IHEODTDN0017424D0006	Conditional upon continuing master-contract rights supporting NIQ-20 and final designation under Section 6.2(a).
NIQ-25	Securitas Technology — JFK Terminal 6PO 1031241	Conditional upon remaining enforceable rights under the identified instrument and final designation under Section 6.2(a).
NIQ-27	JPMorgan ChaseSales order SKD000532	Conditional upon continuing or successor rights following the January 2027 rebid and final designation under Section 6.2(a).
NIQ-33	MTA Headquarters — Grand Central ShuttlePO 9000020853	Conditional upon continuing or successor rights following the November–December rebid and final designation under Section 6.2(a).
NIQ-34	MTA Headquarters — Penn Station ACEPO 9000021305	Conditional upon continuing or successor rights following the November–December rebid and final designation under Section 6.2(a).

Ref.	Contract / counterparty and instrument	Scope of Assigned Rights
NIQ-35	MTA Headquarters — PROTECT maintenanceContract 1000076648 / Change Order 3	Conditional upon continuing or successor master-contract rights supporting NIQ-33 and NIQ-34 and final designation under Section 6.2(a).
NIQ-37	Siemens / Obama Presidential CenterPO 4511887450	Conditional upon continuing warranty or extended-service rights and final designation under Section 6.2(a).
NIQ-39	Mountain Horse / Pine Bluff ArsenalPO 2445831	Conditional upon enforceable existing or successor rights following the reported cancellation and any rebid, and final designation under Section 6.2(a).
NIQ-46	DAWSON / Aktarius — ALS 1A1 training supportSubcontract 0001203 / Change Order 06	Conditional upon continuing or successor subcontract rights following the rebid and final designation under Section 6.2(a).
NIQ-57	U.S. Army — JE-CLaSS guaranteed minimumW911SR23F0033	Conditional upon remaining rights under the guaranteed-minimum order associated with NIQ-23, without duplication, and final designation under Section 6.2(a).
NOB-40	NoneGS07F016DA-19AQMM21A0167	Conditional upon identification of the selected BPA or master rights under GS07F016DA and final designation under Section 6.2(a).

Ref.	Lease and selected rights
L1	Alexandria, Virginia. Shirley Venture #1 Limited Partnership, landlord; K.D. Analytical Consulting, LLC, tenant. Approximately 2,630 rentable square feet at 5706 General Washington Drive, Suite D, Alexandria, VA 22312. Deed of Lease dated March 19, 2014, as amended June 13, 2019, June 30, 2023 and December 29, 2025; stated expiration December 31, 2029. Selected leasehold and transferable tenant rights, subject to the Agreement. Subject to applicable cure and assignment requirements.
L2	Lexington, Kentucky. The NobleIQ/KDA Kentucky operating lease selected under Section 1.1(i). Selected leasehold and transferable tenant rights, subject to specific identification and the Agreement. No unrelated Kentucky lease is included.

Schedule 1.1(c)

Transferred Intellectual Property

All Sellers' owned and transferable rights primarily related to the Acquired Businesses in the intellectual property listed below, including associated goodwill, source and object code, databases, documentation, training materials, website content and tangible embodiments, as applicable, subject to the Agreement. The ReadiTrak and TekTrak software rights and the readitrak.com domain and website include the assets and materials specifically described in items 4 through 6 of Schedule 1.5(d).

READITRAK trademark

Property	**Identification**
Exact mark	READITRAK
Jurisdiction and registration	United States — Registration No. 5,447,247
Serial number	87/580,158
Registration date	April 17, 2018
Current record owner	K.D. Analytical Consulting, LLC, a Delaware limited liability company (USPTO TSDR, reviewed October 30, 2026).
Rights selected	The mark and associated goodwill, together with Sellers' transferable rights in the identified registration.
Registration status	LIVE / Issued and Active. Sections 8 and 15 declaration accepted and acknowledged October 26, 2023 (TSDR reviewed October 30, 2026).
Transfer requirements	Recorded security interests/agreements: 7472/0294, 7487/0293 and 8953/0749. Sellers shall deliver the releases or Sale Order relief and transfer instruments required by Sections 2.4 and 6.2(d).

Other intellectual property

Asset or name	**Asset type**
BatteryIQ	Product
BioIQ	Product
CBEMIS	Software
CBEMIS Lite	Software
HazMatIQ	Program
KD	Trademark
KD Analytical Consulting	Trademark
KDA	Trademark

Asset or name	**Asset type**
kdanalytical.com	Website
PROTECT	Program
ReadiTrak	Software
readitrak.com	Website
TACOPS	Product
TekTrak	Software
nobleiq.com	Domain name and website

Schedule 1.1(d)

Trade Names

All Sellers' owned and transferable rights in the following business names, trade names, product and program names, domain names and related logos and branding, solely to the extent primarily related to the Acquired Businesses, together with associated goodwill and subject to the Agreement.

Category	**Names and domains**
Business and trade names	Noble IQ; NobleIQ; KDA Analytics; KDA; KD; KD Analytical Consulting; K.D. Analytical Consulting.
Product and program names	BatteryIQ; BioIQ; CBEMIS; CBEMIS Lite; HazMatIQ; PROTECT; ReadiTrak / READITRAK; TACOPS; TekTrak.
Domain names	kdanalytical.com; readitrak.com; nobleiq.com.

No unrelated Noble corporate brand, equity interest or unidentified social-media account is included.

Schedule 1.1(e)

Inventory

The listed inventory is selected to the extent owned by Sellers and transferable under the Agreement.

Inventory quantities and values are historical as of the dates stated below. “Not provided” denotes information not supplied.

Inventory detail as of September 6, 2026

Item	Noble ID / MPN	Product / inventory description	Inventory location	Vendor	On-hand / Extended Value ($)	Qty. / unit
1	KDEB5091	NARDA-STS EB 5091 E-FIELD PROBE, SHAPED IEEE	KDA Drop Ship	ADVANCED TEST EQUIPMENT CORPORATION	7,580.94	1 Each
2	KDSS-812-61F	SS 1/2 Bulkhead Retainer	KDA Drop Ship	Dibert Valve & Fitting CO Inc	25.96	11
3	SS-600-NFSET	3/8 inch Stainless Steel Nut and Ferrule Set	KDA Drop Ship	Dibert Valve & Fitting CO Inc	32.81	4 Each
4	SS-810-3	Stainless Steel Swagelok Tube Fitting, Union Tee, 1/2 in. Tube OD	KDA Drop Ship	Dibert Valve & Fitting CO Inc	784.63	11 Each
5	U-115TG8P-20DLMPN: U-115TG8P-20DL	U-115 SERIES, 316 STAINLESS HOUSING, 316 WIRE MESH, 1/2'NPT FEMALE FITTING SIZE, 40 ABS MICRON WIRE MESH ELEMENT, BUNA O-RING	KDA Drop Ship	Norman Filter Company LLC	20,408.50	7 Each
6	S-20863BL-LMPN: S-20863BL-L	Nitrile Gloves - Powder-Free, Black, L	KDA Drop Ship	Uline	180.00	10 Carton

7	3685MPN: 3685	SmallRig Camera Clamp (4 pcs) for HDMI/SDI/Microphone Cable, DSLR Camera Cable Lock Mount Support 2-7mm	Kentucky	AMAZON	384.00	240 Package-10
8	G-10MPN: G-10	Pivot Bearing Single End 1/2in; R4000.G-10	Kentucky	C-FLEX BEARING CO., INC.	488.52	6 Each
9	I-10MPN: I-10	Pivot Bearing Single End 3/4in; R4000.I-10	Kentucky	C-FLEX BEARING CO., INC.	736.68	6 Each
10	KDB-100-SET	Brass ferrule set 1/16 (front and back)	Kentucky	Dibert Valve & Fitting CO Inc	7.92	6
11	SS-600-NFSET	3/8 inch Stainless Steel Nut and Ferrule Set	Kentucky	Dibert Valve & Fitting CO Inc	8.20	1 Each
12	101-0188031-NT-50MPN: 101-0188031-NT-50	Tubing: PTFE, Clear, 1/8 in Inside Dia, 3/16 in Outside Dia, 50 ft Overall Lg, Parker	Kentucky	Grainger	323.40	147 Foot
13	DSE2K024 MPN: C03-0911-000	Gas detector combustible catalytic bead % LEL sensor	Kentucky	ICON Safety Co	184.50	1 Each
14	KD5CVUNTXAG3	AP Personal Protection Suit, Medium TRNG	Kentucky	Kokatat, Inc.	5,197.90	10 Each

15	KD5CVUNTXAG3T	AP Personal Protection Suit, Medium-Long (Training) With hood	Kentucky	Kokatat, Inc.	1,039.58	2 Each
16	KD5CVUNTXAG4	AP Personal Protection Suit, Large (Training) With hood	Kentucky	Kokatat, Inc.	4,678.11	9 Each
17	KD5CVUNTXAG5	AP Personal Protection Suit, X-Large (Training) With hood	Kentucky	Kokatat, Inc.	1,039.58	2 Each
18	HG2458RD-SM	2.4/4.9/5.8 GHz 3 dBi Rubber Duck Antenna - SMA-Male Connector	Kentucky	L-Com Global Connectivity	282.51	9 Each
19	xIM-100 EV Immobilizer MPN: xIM-100 EV Immobilizer	xIM-100 Electric Vehicle Immobilizer; recorded as SEND BACK; included in the selected inventory.	Kentucky	MIDTRONICS, INC	174,825.00	189 Each
20	KD09902237	O-Ring	Kentucky	PerkinElmer Health Sciences Inc (D)	6.40	2
21	KD023-5029	HAZMAT ID 360 LASER	Kentucky	Not provided	2,950.00	2
22	KD840556029687	40mm Chrome Fan Grill	Virginia	AMAZON	1.38	2 Each

23	Rack PDU PX3-5146RMPN: Rack PDU PX3-5146R	Rack Power Distribution Units (PDUs) 8 outlets	Virginia	CDW Direct	856.89	1 Each
24	EW-02915-30MPN: EW-02915-30	PTFE Nonsterile Syringe Filters; 0.45 micron, 50 mm diameter	Virginia	Cole-Parmer	32.83	6 Each
25	UX-02915-30MPN: UX-02915-30	Cole-Parmer PTFE Syringe Filters, Non-Sterile; 0.45 Âµm, 50 mm Diameter	Virginia	Cole-Parmer	2,176.00	20 Box
26	KDB-1410-6-8	Reducing Union	Virginia	Dibert Valve & Fitting CO Inc	147.00	3 Each
27	SS-8F-K4-40	40 micron Filter Element	Virginia	Dibert Valve & Fitting CO Inc	848.40	35 Each
28	SS-8F-K4-7	7um Filter Elements	Virginia	Dibert Valve & Fitting CO Inc	1,027.81	94 Each
29	8EZA9MPN: 1500D	Peli Desiccant, Silica Gel, 4 in, 2in	Virginia	GRAINGER INCOM (DIB)	1,689.93	80 Each
30	KDU-115G-20DL	40 um Filter replacement	Virginia	Norman Filter Company LLC	458.00	1 Each
31	KD930-433-P6	Canister, Internal Standard Gas, 6 each	KDA Drop Ship	INFICON INC.	1,615.00	1 Each

32	90096140	HYDROGEN SULFIDE PPM 25, CARBON MONOXIDE PPM 100, METHANE % 2.5 (50% LEL), OXYGEN %20.9, NITROGEN BALANCE	KDA Drop Ship	Portagas, Inc.	237.15	3 Each
33	90096888	HYDROGEN CYANIDE,10 PPM,BALANCE N2 58L	KDA Drop Ship	Portagas, Inc.	212.97	1 Each
34	90098576	Isobutylene 100 ppm, Air bal, 34L	KDA Drop Ship	Portagas, Inc.	135.16	2 Each
35	90101194	Hydrogen Sulfide 10ppm, Carbon Monoxide 50ppm, Methane 2.5% (50% LEL), Oxygen 18%, 116L, Nitrogen Balance	KDA Drop Ship	Portagas, Inc.	305.03	2 Each
36	90101196	ISOBUTYLENE 10 ppm	KDA Drop Ship	Portagas, Inc.	182.14	2 Each
37	90101235M PN: 90101235	PHOSPHINE PPM 5, NITROGEN BALANCE 116 Gal	KDA Drop Ship	Portagas, Inc.	167.00	1 Each
38	90302098-benchstock	Carbon Monoxide 50ppm, 100L	KDA Drop Ship	Portagas, Inc.	84.63	1 Each
39	IKEA90101 235	Phosphine, 5ppm, Bal Nitrogen, 116L	KDA Drop Ship	Portagas, Inc.	167.00	1 Each
40	IKEA90402 924	HCN, 5ppm, Bal Nitrogen, 116L	KDA Drop Ship	Portagas, Inc.	167.00	1 Each

41	KD10005475-Benchstock	58 L 50 PPM NH3	KDA Drop Ship	Portagas, Inc.	208.55	1 Each
42	C03-0911-000MPN: C03-0911-000	Combustible catalytic bead sensor	KDA Drop Ship	RAE SYSTEMS, INC.	435.43	6 Each
43	C03-0912-001MPN: C03-0912-001	PID ppb sensor (10 ppb - 2,000 ppm; 10 ppb res.; 10.6 eV lamp)	KDA Drop Ship	RAE SYSTEMS, INC.	4,586.35	6 Each
44	C03-0913-000MPN: C03-0913-000	SENSOR MODULE, SMART EC,CO-500PPM/H2S-200PPM, 4R PLUS,DUAL GAS	KDA Drop Ship	RAE SYSTEMS, INC.	2,330.50	6 Each
45	C03-0942-000MPN: C03-0942-000	SENSOR MODULE,SMART EC,PB O2,30%,4R PLUS (Oxygen O2 sensor)	KDA Drop Ship	RAE SYSTEMS, INC.	2,100.36	11 Each
46	C03-0949-000MPN: C03-0949-000	Hydrogen Cyanide (HCN) sensor	KDA Drop Ship	RAE SYSTEMS, INC.	2,304.20	6 Each
47	M01-3003-100MPN: M01-3003-100	SENSOR COVER ASSEMBLY, MULTI RAE FAMILY	KDA Drop Ship	RAE SYSTEMS, INC.	335.74	1 Each

48	KD580-12641	Gemini Charger	KDA Drop Ship	THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC. PAI	677.04	10 Each
49	TS-SR-1MPN: TS-SR-1	Scanning Recepticles to be used with TrueScanTM Units.; recorded negative quantity; subject to Closing reconciliation.	KDA Drop Ship	XONAR TECHNOLOGY INC	Not provided	-7 Each
50	054-205-00MPN: 054-205-00	O-ring, 1/8 inch ID with Backup Washer	Kentucky	Avon Protection Systems	52.20	20 Each
51	092-053-00MPN: 092-053-00	AVON Gauge	Kentucky	Avon Protection Systems	80.58	2 Each
52	602607MPN: 602607	Tee Manifold Assembly	Kentucky	Avon Protection Systems	224.90	1 Each
53	602868MPN: 602868	Drag Handle Assembly, Metal Buckle	Kentucky	Avon Protection Systems	404.91	2 Each
54	KD054108	CDV O-ring	Kentucky	Avon Protection Systems	23.10	5 Each
55	KD060038	CDV Valve Disc	Kentucky	Avon Protection Systems	119.00	5 Each
56	KD260052	CDV Diaphragm	Kentucky	Avon Protection Systems	315.00	5 Each
57	KD60092	Split Ring for HCDVSplit Ring for HCDV	Kentucky	Avon Protection Systems	13.65	3 Each

58	KD602257	First Stage Reducer Assembly	Kentucky	Avon Protection Systems	373.10	2 Each
59	KD602886	Snap hook assembly	Kentucky	Avon Protection Systems	11.21	1 Each
60	102-4789-NDMPN: MP-6320	AUDIO PLUG, 6.3 MM, STRAIGHT, 2	Kentucky	DIGI-KEY ELECTRONICS	4.84	2 Each
61	1688-2290-NDMPN: 9S1224M4011	FAN AXIAL 120X25MM 24VDC WIRE	Kentucky	DIGI-KEY ELECTRONICS	28.50	2 Each
62	1866-3742-ND	BATT CHARGER ENCLOSED 28.8V 21A	Kentucky	DIGI-KEY ELECTRONICS	1,084.32	2 Each
63	708-1009-ND	In-Line Adapter, Cat5e, RJ45, RJ45, Adapter, In-Line, Buccaneer Series, Jack, 8 Positions | Bulkin Limited PX0833	Kentucky	DIGI-KEY ELECTRONICS	622.94	9 Each
64	KD4059379 - benchstock	Colts flow test adapter	Kentucky	Draeger Safety, inc	164.90	1 Each
65	KD930-132-G1	RF Board	Kentucky	Field Forensics, Inc.	2,190.00	1 Each
66	35-751MPN: 35-751	ASSEMBLY, HOSE, FIRST STAGE, PROCHECK - Service Restricted	Kentucky	Honeywell Analytics (Gas Detection)	345.00	1 Each
67	059-0258	Aluminum Gasket	Kentucky	INFICON INC.	876.00	22

68	930-295-G2MPN: 930-295-G2	Hapsite SmartPlus Flash Drive	Kentucky	INFICON INC.	3,947.31	4 Each
69	930-295-G3	Flash drive kit, ER	Kentucky	INFICON INC.	2,596.50	3 Each
70	934-297-G1MPN: Transfer Valve ER	Transfer Valve ER	Kentucky	INFICON INC.	2,795.00	1 Each
71	990810 00 UV	Universal Pressure Test Kit for Level A suits	Kentucky	KAPPLER INC	1,366.40	1 Each
72	AKM003	Pressure Test Kit Adapter Kit	Kentucky	KAPPLER INC	113.42	1 Each
73	AKM004	Air Supply Hoses with Quick Disconnect Fittings	Kentucky	KAPPLER INC	117.38	1 Each
74	HJ-613	MOQ-Hydrion Jumbo Insta-Chek Dispenser 0-13	Kentucky	Micro Essential Laboratory, Inc	62.84	5 Each
75	20106010-001MPN: 20106010-001	AIRGARD, WINDOWS 11 UPGRADE KIT	Kentucky	MKS Instruments, Inc.	17,377.20	3 Each
76	10039172MPN: 10039172	DIAPHRAGM ASSY.,MMR2000, BUTADIENE	Kentucky	MSA, LLC.	Not provided	1 Each
77	10044026MPN: 10044026	SHIELD ASSEMBLY, FIREHAWK, CBRN	Kentucky	MSA, LLC.	Not provided	1 Each

78	10064117MPN: 10064117	Flow test adapter-MSA SCBA	Kentucky	MSA, LLC.	477.75	3 Each
79	10064120MPN: 10064120	Quick Connect First Stage Adapter	Kentucky	MSA, LLC.	1,134.90	3 Each
80	10082499MPN: 10082499	O-ring silicone size 008 Orange	Kentucky	MSA, LLC.	Not provided	1 Each
81	10146238-SPMPN: 10146238-SP	Gasket Seal Ring	Kentucky	MSA, LLC.	Not provided	1 Each
82	10153637MPN: 10153637	O-ring, EPDM 80d .177 ID	Kentucky	MSA, LLC.	Not provided	2 Each
83	10153642MPN: 10153642	Retainer Ring Snap External	Kentucky	MSA, LLC.	Not provided	1 Each
84	10162839MPN: 10162839	FKM 75d 8mmx1.5mm green	Kentucky	MSA, LLC.	Not provided	2 Each
85	10163923MPN: 10163923	Regulator Overhaul kit - MSA SCBA	Kentucky	MSA, LLC.	254.53	1 Kit
86	697453MPN: 697453	O-RING, SILICONE RUBBER, RED, #012	Kentucky	MSA, LLC.	Not provided	2 Each
87	O-6221MPN: O-6221	GCS-1.1 handheld drone controller (transmitter)	Kentucky	ORQA INC.	5,500.00	1 Each

88	O-6231MPN: O-6231	Orqa MRM2-10 EW GPS v3.0 10-inch class FPV multirotor drone	Kentucky	ORQA INC.	1,699.00	1 Each
89	O-6301MPN: O-6301	ORQA MRM1-5 EW v3.0 5-inch class FPV Multirotor Drone Platform	Kentucky	ORQA INC.	2,398.00	2 Each
90	90092024-benchstock MPN: 90092024-benchstock	Isobutylene 1000ppm Benchstock	Kentucky	Portagas, Inc.	38.13	1 Each
91	90096140	HYDROGEN SULFIDE PPM 25, CARBON MONOXIDE PPM 100, METHANE % 2.5 (50% LEL), OXYGEN %20.9, NITROGEN BALANCE	Kentucky	Portagas, Inc.	316.20	4 Each
92	90100417	NH3 50ppm, balance nitrogen. 116L	Kentucky	Portagas, Inc.	840.15	3 Each
93	90100504MPN: 90100504	H2S 25PPM(vol) / CO 100PPM (vol) / Methane (50%LEL) 2.5%(vol) / O2 18%(vol) / Nitrogen Balance, 116L	Kentucky	Portagas, Inc.	679.70	4 Each

94	90101194	Hydrogen Sulfide 10ppm, Carbon Monoxide 50ppm, Methane 2.5% (50% LEL), Oxygen 18%, 116L, Nitrogen Balance	Kentucky	Portagas, Inc.	457.54	3 Each
95	90301419-Benchstock	116GAL Ammonia 50ppm/Air Calibration Gas, 116L	Kentucky	Portagas, Inc.	528.24	2 Each
96	90302098-benchstock	Carbon Monoxide 50ppm, 100L	Kentucky	Portagas, Inc.	253.89	3 Each
97	KD10005475-Benchstock	58 L 50 PPM NH3	Kentucky	Portagas, Inc.	625.66	3 Each
98	KD90098413	CALIBRATION 4-GAS MIX, 58L (50% LEL, 18% O2, 10 PPM H2S, 50 PPM CO, N2 BALANCE	Kentucky	Portagas, Inc.	228.78	2 Each
99	M266 EA5 000MPN: M266-EA5-000	S4PE Test Scrapers (blue) - One PK of 10 scrapers, For training purpose / Bump test	Kentucky	Proengin Inc.	1,846.85	5 Pack
100	007-3021-000MPN: 007-3021-000	Constant-flow regulator, 1 liter/min (C-10 Male-threaded regulator: for use with 34L aluminum cylinders and all 58L and 103L cylinders)	Kentucky	RAE SYSTEMS, INC.	12,748.27	44 Each

101	008-1112-000MPN: 008-1112-000	SENSOR MODULE,CO,4R	Kentucky	RAE SYSTEMS, INC.	735.80	2 Each
102	008-1161-000MPN: 008-1161-000	SENSOR MODULE,O2,4R	Kentucky	RAE SYSTEMS, INC.	1,065.86	5 Each
103	008-1611-000MPN: 008-1611-000	O2 sensor - MultiRAE plus	Kentucky	RAE SYSTEMS, INC.	880.75	5 Each
104	008-3022-003MPN: 008-3022-003	MULTIRAE-FILTERS, EXTERNAL DISK, PK OF 3	Kentucky	RAE SYSTEMS, INC.	71.69	4 Each
105	008-3022-010MPN: 008-3022-010	EXTERNAL FILTER,(PACK 0F 10)	Kentucky	RAE SYSTEMS, INC.	35.10	1 Pack
106	410-3054-000MPN: 410-3054-000	CABLE ASSY, AREARAE2 GAMMA SENSOR	Kentucky	RAE SYSTEMS, INC.	184.00	4 Each
107	490-0047-005MPN: 490-0047-005	PK POROUS METAL FILTERS,PK OF 5	Kentucky	RAE SYSTEMS, INC.	39.50	2 Pack
108	500-0036-100MPN: 500-0036-100	BATTERY CHARGER,90-264VAC/12VDC,0.5A	Kentucky	RAE SYSTEMS, INC.	88.40	1 Each

109	C03-0906-000MPN: C03-0906-000	Carbon Monoxide (CO) sensor (up to 500 ppm reading)	Kentucky	RAE SYSTEMS, INC.	2,838.93	89 Each
110	C03-0907-001MPN: C03-0907-001	Hydrogen Sulfide (H2S) sensor (up to 100 ppm reading)	Kentucky	RAE SYSTEMS, INC.	2,830.11	90 Each
111	C03-0908-001MPN: C03-0908-001	Liquid Oxyegn (O2) sensor, AreaRAE	Kentucky	RAE SYSTEMS, INC.	Not provided	96 Each
112	C03-0911-000MPN: C03-0911-000	Combustible catalytic bead sensor	Kentucky	RAE SYSTEMS, INC.	6,749.10	93 Each
113	C03-0912-000MPN: C03-0912-000	PID sensor (0.1 - 2,000 ppm; 0.1 ppm res.; 10.6 eV lamp)	Kentucky	RAE SYSTEMS, INC.	1,222.71	3 Each
114	C03-0912-001MPN: C03-0912-001	PID ppb sensor (10 ppb - 2,000 ppm; 10 ppb res.; 10.6 eV lamp)	Kentucky	RAE SYSTEMS, INC.	2,293.17	3 Each
115	C03-0913-000MPN: C03-0913-000	SENSOR MODULE, SMART EC,CO-500PPM/H2S-200PPM, 4R PLUS,DUAL GAS	Kentucky	RAE SYSTEMS, INC.	3,495.75	9 Each

116	C03-0942-000MPN: C03-0942-000	SENSOR MODULE,SMART EC,PB O2,30%,4R PLUS (Oxygen O2 sensor)	Kentucky	RAE SYSTEMS, INC.	2,864.13	15 Each
117	C03-0949-000MPN: C03-0949-000	Hydrogen Cyanide (HCN) sensor	Kentucky	RAE SYSTEMS, INC.	3,072.27	8 Each
118	C03-0973-100MPN: C03-0973-100	Sulfur Dioxide (SO2) sensor	Kentucky	RAE SYSTEMS, INC.	524.05	2 Each
119	C03-0979-000MPN: C03-0979-000	Carbon Monoxide (CO) sensor (H2-compensated)	Kentucky	RAE SYSTEMS, INC.	300.95	1 Each
120	C04-0960-000MPN: C04-0960-000	7R PID ppm sensor (0.1 ppm - 5,000 ppm; 0.1 ppm res.; 10.6 eV lamp)	Kentucky	RAE SYSTEMS, INC.	Not provided	96 Each
121	D01-1016-000MPN: D01-1016-000	WIRELESS MODEM PCB ASSEMBLY	Kentucky	RAE SYSTEMS, INC.	454.11	2 Each
122	G02-1010-001MPN: G02-1010-001	ToxiRae Wireless PCB Board	Kentucky	RAE SYSTEMS, INC.	1,645.70	7 Each
123	G02-2029-000MPN: G02-2029-000	Protective rubber boot for ToxiRAE Pro (non-PID)	Kentucky	RAE SYSTEMS, INC.	35.10	1 Each

124	GVC03-0973-100MPN: GVC03-0973-100	Sulfur Dioxide (SOâ,,) sensor (0-20 ppm; 0.1 ppm res.)	Kentucky	RAE SYSTEMS, INC.	3,973.41	15 Each
125	KDM01-3002-000MPN: M01-3002-000	HOUSING BASE ASSY,MULTIRAE SERIES	Kentucky	RAE SYSTEMS, INC.	55.60	1 Each
126	M01-1010-0002MPN: M01-1010-0002	MultiRAE Pro PCB	Kentucky	RAE SYSTEMS, INC.	4,369.56	4 Each
127	M01-1010-002MPN: M01-1010-002	REPLACEMENT PCB BOARD FOR MULTI RAE PRO	Kentucky	RAE SYSTEMS, INC.	1,205.75	1 Each
128	M01-2049-100MPN: M01-2049-100	Swivel belt clip (includes screw and spring washer)	Kentucky	RAE SYSTEMS, INC.	106.76	3 Each
129	M01-2082-100MPN: M01-2082-100	Protective rubber boot black (pumped units; includes two Hex screws)	Kentucky	RAE SYSTEMS, INC.	102.70	1 Each
130	M01-3002-000MPN: M01-3002-000	Battery cover replacement for PGM 6228	Kentucky	RAE SYSTEMS, INC.	57.87	1 Each
131	M01-3003-100MPN: M01-3003-100	SENSOR COVER ASSEMBLY, MULTI RAE FAMILY	Kentucky	RAE SYSTEMS, INC.	1,007.21	3 Each

132	M01-3007-003MPN: M01-3007-003	GAS INLET ADAPTER ASSY,FOR EXTERNAL FILTER,MULTIRAE SERIES,PACK OF 3	Kentucky	RAE SYSTEMS, INC.	35.10	2 Pack
133	M01-3014-000MPN: M01-3014-000	REPLACEMENT PUMP	Kentucky	RAE SYSTEMS, INC.	1,079.47	3 Each
134	M01-3021-000MPN: M01-3021-000	TRAVEL CHARGER,MULTI RAE SERIES	Kentucky	RAE SYSTEMS, INC.	244.97	2 Each
135	M01-3053-000MPN: M01-3053-000	BATTERY PACK,LI-ION,0.8W,MULTIRAE SERIES	Kentucky	RAE SYSTEMS, INC.	492.65	2 Each
136	M01-3208-200MPN: M01-3208-200	MultiRAE Faceplate	Kentucky	RAE SYSTEMS, INC.	134.92	1 Each
137	M01-3208-400MPN: M01-3208-400	TOP HSG ASSY,MULTIRAE PRO	Kentucky	RAE SYSTEMS, INC.	760.50	5 Each
138	M01-3209-000MPN: M01-3209-000	O-RING/FILTER KIT	Kentucky	RAE SYSTEMS, INC.	30.55	1 Each

139	M01-3210-000MPN: M01-3210-000	Filter and Sensor Compartment O-Ring Kit - MultiRAE Lite Diffusion (pack of 3)	Kentucky	RAE SYSTEMS, INC.	39.00	1 Pack
140	T02-1012-000MPN: T02-1012-000	AutoRAE 2 cradle PCB board. Service restricted part	Kentucky	RAE SYSTEMS, INC.	750.00	1 Each
141	W01-3016-000MPN: W01-3016-000	0-ring for gas plate (multiple units)	Kentucky	RAE SYSTEMS, INC.	62.40	3 Each
142	LTS-Benckstock	LTS Radioactive Source Leak Test Kit	Kentucky	RSO INC	160.00	4 Each
143	027-4409	19 GA CUSTODION	Kentucky	Smiths Detection	28,411.84	19 Each
144	027-4410	Merlin Seal, 19 ga for SPME & Needle Tra	Kentucky	Smiths Detection	1,740.59	19 Each
145	KD023-4014	Source HazMatID	Kentucky	Smiths Detection	8,528.59	7 Each
146	KD2816965	Membrane Kit of 3 Sabre 4000	Kentucky	Smiths Detection	498.75	3 Kit
147	KD430-0117	HazMatID Detector	Kentucky	Smiths Detection	4,800.00	4 Each
148	KD6816958	APC Kit of 3 Sabre 4000	Kentucky	Smiths Detection	741.00	4 Each
149	KD6817658-B	CONDENSER TUBE ASSEMBLY	Kentucky	Smiths Detection	223.32	3 Each

150	KDPC10791-3	SIEVE PACKS	Kentucky	Smiths Detection	3,200.70	31 Each
151	PC 20420-1	LCD 3.3 DOCK	Kentucky	Smiths Detection	1,456.00	1 Each
152	SPC10791-3MPN: SPC10791-3	Sieve packs (10/can)	Kentucky	Smiths Detection	22,304.66	14 Each
153	102857MPN: 102857	Battery powerPACK-2 excluding batteries, non-rechargeable battery pack	Kentucky	TELEDYNE FLIR DEFENSE, LLC.	354.96	2 Each
154	430001003 MPN: 430001003	TRUDOSE BG without telemetry remote	Kentucky	THERMO EBERLINE, LLC	34,770.00	57 Each
155	436001001 MPN: 436001001	TRUDOSE DESKTOP READER W/ EASY EPD3 Software	Kentucky	THERMO EBERLINE, LLC	54,320.00	80 Each
156	810-01462-01MPN: 810-01462-01	TruNarc Solution Kit (Type H) - 100, English	Kentucky	THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC. PAI	5,960.89	10 Kit
157	810-02421-01	KIT,BATTERY REPLACEMENT,GEMINI	Kentucky	THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC. PAI	899.30	3 Each
158	KD447-21911	Silicone Boot, Gemini (Gray)	Kentucky	THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC. PAI	323.70	1 Each

159	KD447-22381	RETAINER,PROBE,GEMINI N/A	Kentucky	THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC. PAI	52.80	1 Each
160	KD580-01291-01	TruDefender/FirstDefender Transformer, Power adapter Power Transformer for unit and battery charger	Kentucky	THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC. PAI	51.46	1 Each
161	KD580-05761	Nosecone Assembly, Gemini	Kentucky	THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC. PAI	435.75	3 Each
162	KD580-12641	Gemini Charger	Kentucky	THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC. PAI	744.75	11 Each
163	KD810-01491-01	Nose Cone, TruNarc	Kentucky	THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC. PAI	151.89	3 Each
164	KD820-00361-01	Optical Repair Tier 4 â€“ Engine Minor	Kentucky	THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC. PAI	7,798.75	1 Each

165	SPARE-0001MPN: SPARE-0001	Scan Mech TV-GEN-A-M-03056 and Driver board assembly TV-GEN-A-M-03366	Kentucky	THRUVISION, INC.	10,041.00	1 Each
166	WS-EG	WINDSCREEN FOR EDGE (PKG OF 5)	Kentucky	TSI INCORPORATED	270.00	2 Pack-5
167	035-0050	Wireless Antenna	Kentucky	Not provided	13.65	1 Each
168	071-748	Performance/IS Standard Headspace (4 analytes) in Methanol 1.2 mL	Kentucky	Not provided	200.00	2 Each
169	90301664	Isobutylene, 10 ppm, Bal Air, 116L	Kentucky	Not provided	644.78	6 Each
170	930-469-P1	110VAC - 24VDC HAPSITE Power Supply	Kentucky	Not provided	3,915.00	1 Each
171	KD059-0263	Front Probe Ferrule	Kentucky	Not provided	77.10	10
172	KD059-0264	Back Probe Ferrule	Kentucky	Not provided	17.54	2 Each
173	KD059-0337	Precolumn Ferrule-Adapter, 1/16" to 0.4 mm	Kentucky	Not provided	455.00	13 Each
174	KD059-0550	Graphite Ferrule Loop	Kentucky	Not provided	161.28	12
175	KD059-0640	Membrane Gasket	Kentucky	Not provided	19.20	10 Each
176	KD071-706	Wick	Kentucky	Not provided	357.12	3 Each

177	KD343568	MARINCOâ€“Premium 12V Plug	Kentucky	Not provided	426.40	20 Each
178	KD600-1343-P1	F.P. to M. Cable	Kentucky	Not provided	42.00	2
179	KD600-1344-P1	USB/Wireless Power Cable	Kentucky	Not provided	22.00	2 Each
180	KD90092199-Benchstock	Phosphine 5 ppm , 58L	Kentucky	Not provided	195.58	1 Each
181	KD930-029-G1	Sample Pump	Kentucky	Not provided	1,068.00	3
182	KD930-1187-G3	GC CONTROLLER, PCB BOARD, TESTED 2019	Kentucky	Not provided	2,335.00	5
183	KD930-1212-G1	SERVICE MODULE CONTROLLER BOARD	Kentucky	Not provided	1,884.00	2
184	KD930-1352-G1	Motherboard	Kentucky	Not provided	779.40	4
185	KD930-1442-G2	GCC Board	Kentucky	Not provided	3,426.00	2 Each
186	KD930-192-G1	MSC Board	Kentucky	Not provided	1,798.65	1 Each
187	KD930-206-G5	Smart Plus Probe	Kentucky	Not provided	8,334.22	2
188	KD930-206-G6	Hand Control Unit, ER probe	Kentucky	Not provided	4,198.60	1
189	KD930-243-G1	Membrane I.V.-Old	Kentucky	Not provided	4,491.00	3

190	KD930-245-G1	Front Door, Yellow, Smart Plus	Kentucky	Not provided	1,885.00	1 Each
191	KD930-249-G2	Concentrator Cover	Kentucky	Not provided	233.00	1
192	KD930-290-G1	Dynamic Sample collection board-Hapsite	Kentucky	Not provided	2,620.00	3
193	KD930-3191-P1	Ion pump Gasket	Kentucky	Not provided	668.50	16
194	KD930-3941-P4	Front Panel Gasket	Kentucky	Not provided	283.40	13
195	KD930-4241-P1	4 Head diaphragm Kit	Kentucky	Not provided	838.08	3
196	KD930-449-G4	Yellow top cover	Kentucky	Not provided	Not provided	1 Each
197	KD930-4581-P1	Probe O-ring	Kentucky	Not provided	57.60	20
198	KD930-703-G1	Ion Pump	Kentucky	Not provided	5,321.87	2
199	KD930-716-G1	TRI-BED CONCENTRATOR TUBE KIT	Kentucky	Not provided	1,444.00	2 Each
200	KD930-766-G2	Smart Plus Flash Drive Kit	Kentucky	Not provided	722.88	1
201	KD931-142-G1	HS Control board	Kentucky	Not provided	1,500.00	1 Each
202	KD934-1332-G1	Power Board Assy Hapsite	Kentucky	Not provided	1,108.00	2
203	KD934-275-G2	Ionizer-New MS ER	Kentucky	Not provided	4,502.00	2

204	KD934-278-G1	EM, Quad & Ion Source assy (ER)	Kentucky	Not provided	4,996.00	1
205	KD934-285-G2	IONIZER ASSY, TESTED Smart Plus	Kentucky	Not provided	1,305.00	1
206	RDC-G-B-1-CK	Gemini RDC Kit including: Thermo Scientific Gemini S1 (800-05011-01) Rugged Case with Custom Foam Insert and Charging Capability (2) Additional Consumables Kit	Kentucky	Not provided	75,700.04	1 Each
207	Swab Multi-packMPN: Swab Multi-pack	Swab Multi-Pack (5,000 swabs; 25x individual boxes of 200)	LAB	Smiths Detection	4,560.00	20 Pack
208	KDNLSM-LCLC-1M	1M LC-LC SM	Virginia	Accu-Tech Federal	22.24	4 Each
209	BWS-BAT01	BW SOLO REPLACEMENT BATTERY	Virginia	BW TECHNOLOGIES AMERICA/HONEYWELL	96.00	8 Each
210	GA-PFMAX-50	PUMP PARTICULATE FILTER REPLACEMENT PK of 50	Virginia	BW TECHNOLOGIES AMERICA/HONEYWELL	62.40	1 Pack
211	HU-PCBMPN: HU-PCB	REPLACEMENT LOADED PCB FOR ULTRA	Virginia	BW TECHNOLOGIES AMERICA/HONEYWELL	921.70	2 Each
212	KDDX-PS-NA	AC Power Supply for IntelliDoX	Virginia	BW TECHNOLOGIES AMERICA/HONEYWELL	182.00	1 Each

213	KDM5-PN-1MPN: M5-PN-1	INLET NOZZLE FOR MICRO 5	Virginia	BW TECHNOLOGIES AMERICA/HONEYWELL	38.25	3 Each
214	M5-BAT0501	ALKALINE BATTERY PACK	Virginia	BW TECHNOLOGIES AMERICA/HONEYWELL	93.75	1 Each
215	M5-BAT08	BATTERY PACK LI POL RECHARGEABLE FOR	Virginia	BW TECHNOLOGIES AMERICA/HONEYWELL	445.42	3 Each
216	MC2-FPCB1	Replacement Flex PCB	Virginia	BW TECHNOLOGIES AMERICA/HONEYWELL	49.50	3 Each
217	SR-H1-1S	Replacement h2S Sensor-One Series	Virginia	BW TECHNOLOGIES AMERICA/HONEYWELL	Not provided	1 Each
218	SR-W1-1S	Replacement LED sensor (Filtered) One	Virginia	BW TECHNOLOGIES AMERICA/HONEYWELL	1,173.25	5 Each
219	SR-X1-1S	Replacement O2 Sensor-One Series	Virginia	BW TECHNOLOGIES AMERICA/HONEYWELL	777.40	4 Each
220	XT-MPCB2	Replacement Main PCB w/screws, MaxXTII	Virginia	BW TECHNOLOGIES AMERICA/HONEYWELL	763.10	2 Each
221	1991-0147MPN: 1991-0147	Midas Blue Corrosive Gas Filters	Virginia	Honeywell Analytics (Gas Detection)	2,860.88	80 Each
222	MIDAS-E-HALMPN: MIDAS-E-HAL	MIDASHAL(CL2F2)SENSORCARTE/W Chlorine(CI2),Fluorine(F2)	Virginia	Honeywell Analytics (Gas Detection)	1,760.00	5 Each

223	SPXCDXSO 1SS	Oxygen 25.0%/Vol only; Oxygen 25.0%/Vol only for XCD	Virginia	Honeywell Analytics (Gas Detection)	902.40	2 Each
224	KD1005162-001	FF-2X Air Filter. 2.20" x 5.90" x 0.23" with charcoal, 25 PPI open cell polyurethane foam rated UL 900 Class 2. Aluminum frame and Uni-grid support on downstream side. Filter complete with part number and rev level metal stamped into frame.	Virginia	KD ANALYTICAL CONSULTING, LLC.	1,817.14	21 Each
225	1012077MPN: 1012077	TRANSDUCER, DIFFERENTIAL PRESSURE SENSOR, LOW RANGE, 500PA, THERMAL BASED, 5V, ROHS	Virginia	MKS Instruments, Inc.	379.55	2 Each
226	1034004-001MPN: 1034004-001	Instruments ASSY, PCB, DC POWER DISTRIBUTION	Virginia	MKS Instruments, Inc.	614.00	2 Each
227	1040853-001MPN: 1040853-001	FAN WIRING ASSY, IR SOURCE, BRIK	Virginia	MKS Instruments, Inc.	478.84	11 Each
228	1051775-001MPN: 1051775-001	FIELD MIRROR AND O-RING KIT, GAS CELL, AIRGARD	Virginia	MKS Instruments, Inc.	8,438.34	3 Each

229	132930-P1MPN: 132930-P1	WINDOW, ZINC SELENIDE, 1-SIDE BBAR 2-14 UM	Virginia	MKS Instruments, Inc.	1,623.41	4 Each
230	3300C2AY2ACUUCAAMPN: 3300C2AY2ACUUCAA	AIRGARDÂ® Ambient Air Analyzer includes: 16u MCT detector Stirling cooled detector, Ni-plated Al gas cell, 10m gold coated mirrors, AR coated ZnSe windows, Viton o-rings, 1000 Torr Baratron pressure transducer, Integrated pump, Integrated computer with Windows 11 OS. This configuration utilizes the MKS Standard CWA-1 Library and is configured for 110VAC. The AIRGARDÂ® is SAFETY Act designated	Virginia	MKS Instruments, Inc.	105,972.30	1 Each
231	KD1005371-001	PCB Assembly -- NGMINIMCB	Virginia	MKS Instruments, Inc.	1,520.64	1 Each
232	KD1015715	Connector, Adapter, CAT 5E, Shielded	Virginia	MKS Instruments, Inc.	14.28	1
233	KD1020236	Mount, Shock and Vibration	Virginia	MKS Instruments, Inc.	28.56	2 Each

234	KD1027267-001	PCB Assembly, TEC Circuit	Virginia	MKS Instruments, Inc.	154.67	1 Each
235	KD1034284-001	PCB Assembly PIB, for 2 Heater Zone	Virginia	MKS Instruments, Inc.	713.82	1
236	KD1035538-1	Cable Assy, Preamp Signal	Virginia	MKS Instruments, Inc.	11.13	1 Each
237	KD1038068-001	Assembly, IR Source with Mirror	Virginia	MKS Instruments, Inc.	3,500.00	2 Each
238	KD1038357-001	Sterling Interface Cable	Virginia	MKS Instruments, Inc.	38.07	1
239	KD1045992	PC Fan Heat Sink Assembly	Virginia	MKS Instruments, Inc.	83.28	3
240	KD1049945-001	ASSY, POWER SUPPLY WITH HARNESS, AIRGARD, 24V	Virginia	MKS Instruments, Inc.	3,380.00	2 Each
241	KD1051777-001	Objective Mirror and O-ring Kit, Gas Cell, AIRGARD	Virginia	MKS Instruments, Inc.	3,056.00	1
242	KD1064558-001	FAN ASSEMBLY, SIDEWINDER	Virginia	MKS Instruments, Inc.	225.00	9
243	KD134742-G1	ASSY, Fan	Virginia	MKS Instruments, Inc.	975.00	5 Each
244	KD134915-G1	ASSY Netburner Digitizer	Virginia	MKS Instruments, Inc.	1,232.52	1 Each
245	KDCt550115	Thermocouple	Virginia	MKS Instruments, Inc.	19.83	1
246	10052355-SP10-KD-Benchstock	NIPPLE O-RING KIT (TEFLON, 2 PIECE NIPPLE DESIGN)	Virginia	MSA, LLC.	110.60	10 Each

247	10090910-KD-Benchstock	NIPPLE O-RING KIT (URETHANE, 1 PIECE NIPPLE DESIGN)	Virginia	MSA, LLC.	30.55	1 Each
248	10163923M PN: 10163923	Regulator Overhaul kit - MSA SCBA	Virginia	MSA, LLC.	509.07	2 Kit
249	10180113M PN: 10180113	QA Regulator Overhaul KIT-MSA SCBA	Virginia	MSA, LLC.	520.84	2 Kit
250	KD10106375	HCN REPLACEMENT SENSOR KIT	Virginia	MSA, LLC.	498.75	1 Kit
251	01881-KT	Tuning Kit, Parker Pump	Virginia	Parker Hannifin Corporation	407.44	22 Each
252	B2H-090V12AN-00	Parker Pump, BTX Dual Head	Virginia	Parker Hannifin Corporation	5,173.35	13 Each
253	KD00331-10-a455	BTC-IIS/LTC-IIS Dual Head Pumpwith Brushless Slotted Motor (High Torque) #4-40 Threaded	Virginia	Parker Hannifin Corporation	45.00	3
254	90100417	NH3 50ppm, balance nitrogen. 116L	Virginia	Portagas, Inc.	1,680.30	6 Each
255	90100504M PN: 90100504	H2S 25PPM(vol) / CO 100PPM (vol) / Methane (50%LEL) 2.5%(vol) / O2 18%(vol) / Nitrogen Balance, 116L	Virginia	Portagas, Inc.	1,019.54	6 Each

256	90100917	10 ppm CL2	Virginia	Portagas, Inc.	9,152.05	30 Each
257	90100966	HYDROGEN CYANIDE PPM 10, NITROGEN BALANCE, 116L	Virginia	Portagas, Inc.	3,659.42	12 Each
258	032-0202-003MPN: 032-0202-003	QRae 3 H2S Sensor	Virginia	RAE SYSTEMS, INC.	1,289.60	8 Each
259	310-0158-000MPN: 310-0158-000	LCD Assembly for new Area Rae	Virginia	RAE SYSTEMS, INC.	360.00	3 Each
260	C03-0906-000MPN: C03-0906-000	Carbon Monoxide (CO) sensor (up to 500 ppm reading)	Virginia	RAE SYSTEMS, INC.	318.98	10 Each
261	C03-0907-001MPN: C03-0907-001	Hydrogen Sulfide (H2S) sensor (up to 100 ppm reading)	Virginia	RAE SYSTEMS, INC.	125.78	4 Each
262	C03-0912-000MPN: C03-0912-000	PID sensor (0.1 - 2,000 ppm; 0.1 ppm res.; 10.6 eV lamp)	Virginia	RAE SYSTEMS, INC.	1,630.28	4 Each
263	C03-0912-003MPN: C03-0912-003	PID sensor (1 - 1,000 ppm; 1 ppm res.; 10.6 eV lamp)	Virginia	RAE SYSTEMS, INC.	724.10	2 Each

264	C03-0913-000MPN: C03-0913-000	SENSOR MODULE, SMART EC,CO-500PPM/H2S-200PPM, 4R PLUS,DUAL GAS	Virginia	RAE SYSTEMS, INC.	388.42	1 Each
265	C03-0942-000MPN: C03-0942-000	SENSOR MODULE,SMART EC,PB O2,30%,4R PLUS (Oxygen O2 sensor)	Virginia	RAE SYSTEMS, INC.	1,336.59	7 Each
266	C03-0950-000MPN: C03-0950-000	Ammonia (NH3) sensor	Virginia	RAE SYSTEMS, INC.	1,451.45	4 Each
267	C03-0978-000MPN: C03-0978-000	Chlorine (Cl2) sensor	Virginia	RAE SYSTEMS, INC.	1,034.80	4 Each
268	KDM01-3002-000MPN: M01-3002-000	HOUSING BASE ASSY,MULTIRAE SERIES	Virginia	RAE SYSTEMS, INC.	55.60	1 Each
269	M01-2049-100MPN: M01-2049-100	Swivel belt clip (includes screw and spring washer)	Virginia	RAE SYSTEMS, INC.	35.59	1 Each
270	M01-3053-000MPN: M01-3053-000	BATTERY PACK,LI-ION,0.8W,MULTIRAE SERIES	Virginia	RAE SYSTEMS, INC.	246.33	1 Each

271	W01-3002-000MPN: W01-3002-000	AreaRAE Pro/Plus Pump replacement kit	Virginia	RAE SYSTEMS, INC.	2,511.60	7 Kit
272	KDPC10791-3	SIEVE PACKS	Virginia	Smiths Detection	1,032.49	10 Each
273	1073972-001MPN: 1073972-001	Referbished BRIK	Virginia	Not provided	14,632.87	3 Each
274	90301664	Isobutylene, 10 ppm, Bal Air, 116L	Virginia	Not provided	429.85	4 Each
275	KD10106729	KIT:REPLACEMENT,XCELL SENSOR,O2	Virginia	Not provided	570.81	3 Each
276	KD1081875	Computer, Single Board Computer (SBC) With Processor and RAM RHOS	Virginia	Not provided	5,120.00	2 Each
277	FR-000959	RUGGED TRANSPORT CASE FOR HAPSITE	Kentucky	Not provided	298.66	1 Each
278	KD10SR.130	Port Filter	Kentucky	Not provided	43.20	15
279	KD930-704-P1	2 Head Diaphragm Kit	Kentucky	Not provided	881.28	3
280	KDA-332X	Frit Filter	Kentucky	Not provided	154.56	7
281	KD75 Viton Size 037	O-rings	Virginia	Not provided	0.81	3

282	KD75 Viton Size 117	O-rings	Virginia	Not provided	1.90	10
283	KDM501-1409	USB to SSD Connection Cable	Virginia	Not provided	59.98	2
284	KDVL-CBR-0702-ND	Cable, Hard Drive to Processor	Virginia	Not provided	9.40	4

KDA: 284 lines; recorded on-hand value $888,752.12. The flagged SEND BACK inventory remains included.

TACOPS inventory as of October 5, 2026

All 21 listed TACOPS inventory items are included in their full on-hand quantities, including committed units, subject to the Agreement.

Item	Noble ID / MPN	Product / inventory description	Inventory location	Vendor	On-hand / Extended Value ($)	Qty. / unit
285	T015203 : T015203 : T015203-CoyoteMPN: TSSI-M10-05-N	Medical Bag, TSS M10	Holly Springs Warehouse	SoCal Legacy Design	55,440.00	440 Each
286	T000348 : T000348 : T000348-CoyoteMPN: TSSI-M9202-05-N	Medical Bag, TACOPS M9, Coyote	Holly Springs Warehouse	SoCal Legacy Design	25,684.10	174 Each
287	T018113 : T018113-OrangeMPN: TSSI-VTKB-Orange-N	Bag, Vehicle Trauma Kit	Holly Springs Warehouse	Pipergear USA, Inc	12,513.33	418 Each
288	T015203 : T015203 : T015203-BlackMPN: TSSI-M10-04-N	Medical Bag, TSS M10	Holly Springs Warehouse	SoCal Legacy Design	9,480.00	79 Each
289	T000347 : T000347-BlackMPN: 820-110-04-N	Medical Bag, TSS M4, Black	Holly Springs Warehouse	SoCal Legacy Design	9,176.30	99 Each

Item	Noble ID / MPN	Product / inventory description	Inventory location	Vendor	On-hand / Extended Value ($)	Qty. / unit
290	T015204 : T015204-CoyoteMPN: TSSI-M10MP12-05-N	Pouch, M10 Rectangular Mesh	Holly Springs Warehouse	SoCal Legacy Design	6,111.63	505 Each
291	T015203 : T015203 : T015203-RedMPN: TSSI-M10-20-N	Medical Bag, TSS M10	Holly Springs Warehouse	SoCal Legacy Design	5,321.05	46 Each
292	T024966MPN: TSSI-MEDBAG-07-N	Bag, Active Response TEMS MultiCam	Holly Springs Warehouse	SoCal Legacy Design	4,620.00	77 Each
293	T015206 : T015206-CoyoteMPN: TSSI-M10VP-05-N	Pouch, M10 Square Vinyl	Holly Springs Warehouse	SoCal Legacy Design	5,158.42	417 Each
294	M-10-C-CTMPN: M10-Charlie-CT	Kit, M10 Medical Bag - Charlie, Coyote	Holly Springs Warehouse	TSSi	3,313.77	19 Each
295	T000348 : T000348 : T000348-MultiCam BMPN: TSSI-M9202-MultiCam Black	Medical Bag, TSS M9	Holly Springs Warehouse	SoCal Legacy Design	1,891.98	18 Each

Item	Noble ID / MPN	Product / inventory description	Inventory location	Vendor	On-hand / Extended Value ($)	Qty. / unit
296	T012364MPN: N/A	Component Kit, M9 FR Bag	Holly Springs Warehouse	TSSi	1,831.84	5 Kit
297	T015204 : T015204-RG GRNMPN: TSSI-M10MP12-09-N	Pouch, M10 Rectangular Mesh	Holly Springs Warehouse	SoCal Legacy Design	4,198.02	336 Each
298	T015206 : T015206-BlackMPN: TSSI-M10VP-04-N	Pouch, M10 Square Vinyl	Holly Springs Warehouse	SoCal Legacy Design	1,665.31	172 Each
299	T015206 : T015206-RG GRNMPN: TSSI-M10VP-09-N	Pouch, M10 Square Vinyl	Holly Springs Warehouse	SoCal Legacy Design	1,419.96	129 Each
300	T015204 : T015204-BlackMPN: TSSI-M10MP12-04-N	Pouch, M10 Rectangular Mesh	Holly Springs Warehouse	SoCal Legacy Design	989.35	97 Each
301	T001130 : T001130-NavyMPN: MCB-NB-WOM	Bag, Mass Casualty w/o MOLLE	Holly Springs Warehouse	SoCal Legacy Design	1,520.00	8 Each

Item	Noble ID / MPN	Product / inventory description	Inventory location	Vendor	On-hand / Extended Value ($)	Qty. / unit
302	T000348 : T000348 : T000348-BlackMPN: TSSI-M9202-04-N	Medical Bag, TACOPS M9, Black	Holly Springs Warehouse	SoCal Legacy Design	251.47	2 Each
303	T012327MPN: N/A	Kit, Firing Range First Aid	Holly Springs Warehouse	TSSi	163.10	4 Kit
304	T015203 : T015203 : T015203-RG GRNMPN: TSSI-M10-09-N	Medical Bag, TSS M10	Holly Springs Warehouse	SoCal Legacy Design	237.34	2 Each
305	T000348 : T000348 : T000348-CoyoteMPN: TSSI-M9202-05-N	Medical Bag, TACOPS M9, Coyote	Kentucky (Noble Entity)	SoCal Legacy Design	37,345.27	253 Each

TACOPS: 21 lines; 3,300 units; recorded on-hand value $188,332.24. Combined inventory: 305 lines; recorded value $1,077,084.36, before any disposition of flagged SEND BACK inventory. Missing values remain unvalued.

Schedule 1.1(f)

Tangible Personal Property

Tangible personal property as of September 30, 2026. "Not stated" denotes information not supplied.

Asset Description	Date Acquired	Cost Basis	Location
Signs for Lexington Office	06/17/2013	$14,151.50	Kentucky
1012.4 -PREPAIDC.C.R.-COMMERCIAL & CONDO	06/30/2020	$8,907.00	Kentucky
IV:1012.6C.C.R.-COMMERCIAL & CONDOMINIUM REN	07/31/2020	$7,167.00	Kentucky
IV:1035.5C CR Commercial & Condo REN	08/25/2020	$746.11	Kentucky
Wiring and Box for Bldg 28 (KY)	09/13/2001	$2,494.78	Kentucky
AIRGARD Demo Unit	01/15/2004	$40,120.26	Not stated
Acoustic Panels for Media Studio	08/13/2005	$614.49	Not stated
Tradeshow Booth	04/19/2012	$3,186.75	Not stated
Trade Show Exhibit Booth	09/17/2012	$1,688.94	Not stated
Equipment	09/17/2012	$1,691.00	Kentucky
Wiring and Box for Bldg 28 (KY)	01/14/2013	$2,494.78	Kentucky
Epson PowerLite Multimedia Pro	09/23/2014	$1,296.40	Not stated
Flowmeter for AIRGARD	04/29/2015	$958.40	Not stated
Compressor transferred from FR to KD	06/27/2014	$9,631.44	Not stated
RAE 5251876221 PO 142870 - 4 cradles	12/31/2020	$4,487.87	Not stated
AmEx-GLOBAL INDUSTRIAL (KD Kentucky Work Table for Lab)	09/30/2023	$3,902.64	Kentucky
Invoice #VID-23-1076 to KDA Fixed Assets - PX Ultra & MTP+1417i Bundle. Serial # PXU-000160 - PX Ultra & MTP+1417i Bundle	Not stated	$56,000.00	Kentucky
IA2943821 - transfer noble inventory to KDA assets (J38495) - G510 t 510X via Teledyne Flir	10/01/2024	$218,249.29	Kentucky
Projector KD office	11/27/2019	$2,302.94	Kentucky
Security System - not pt of lease	11/30/2019	$10,536.91	Kentucky
Computer Equipment	10/31/2020	$1,784.23	Kentucky

Asset Description	Date Acquired	Cost Basis	Location
Computer Equip Unified Technology Ta	10/31/2020	$107.05	Kentucky
Computer Equipment	10/31/2020	$21,504.05	Kentucky
M/C-JEFF-OTHERSSD for Gordon Lurie	10/31/2020	Not stated	Kentucky
BAUER breathing air purification system (Invoice #336289)	07/01/2025	$30,743.00	Kentucky
BAUER breathing air purification system (Invoice #336289)	07/01/2025	$2,595.00	Kentucky
12 Stacking Chairs	04/13/2004	$954.06	Kentucky
Bench for Receiving Area	05/13/2004	$253.95	Kentucky
2 Large Tables	08/13/2004	$574.56	Kentucky
Work Bench	03/20/2013	$3,584.63	Kentucky
Adjustable Stool	05/22/2013	$798.00	Kentucky
Equipment	05/22/2013	$1,560.00	Kentucky
Desk	05/28/2013	$1,149.85	Kentucky
Tables/Chairs for KY Training Room	08/31/2017	$2,027.68	Kentucky
Specialized Marketing - 10 Chairs	10/31/2018	$4,194.80	Kentucky
Global Industrial Kentucky Desk PO1304305	05/31/2019	$1,475.90	Kentucky
Work Bench (added tax 101.11/ 10 months remaining	03/20/2013	$101.11	Kentucky
Workbench 116306983	11/30/2020	$2,402.40	Virginia
Hilltop Signs & Graphics, Invoice #10810	04/01/2024	$1,584.70	Kentucky
Vehicle referenced in the KDA fixed assets list	Not stated	Not stated	Not stated

Schedule 1.1(g)

Permits and Licenses

All Permits, licenses, authorizations and approvals currently held by Sellers and primarily related to the KDA Analytics operations included in the Acquired Businesses, including those necessary for the continued operation of such operations, together with Sellers' rights to renew or extend the foregoing, in each case to the extent transferable under applicable Law and subject to the Agreement. Any required consent, approval, reissuance or other transfer requirement, and any cooperation or interim arrangement pending satisfaction thereof, shall be governed by the applicable provisions of the Agreement, including Section 1.5(d).

Schedule 1.1(i)

Real Property Leases

1. Alexandria, Virginia — 5706 General Washington Drive, Suite D, Alexandria, VA 22312. Landlord: Shirley Venture #1 Limited Partnership. Tenant: K.D. Analytical Consulting, LLC. Deed of Lease dated March 19, 2014, as amended June 13, 2019, June 30, 2023 and December 29, 2025.

2. Lexington, Kentucky — The lease for the NobleIQ/KDA operating facility in Lexington, Kentucky, designated L2 on Schedule 1.1(a), together with its amendments and transferable tenant rights.

Schedule 1.1(j)

Prepaid Expenses Deposits and Credits

1. Alexandria lease L1 — Sellers' transferable security-deposit rights under the lease with Shirley Venture #1 Limited Partnership as landlord and K.D. Analytical Consulting, LLC as tenant, including return, refund and credit rights. The deposit acknowledged as held on December 29, 2025 was $3,835.42; the transferred amount shall be the balance held at Closing.

2. Lexington lease L2 — Sellers' existing transferable security-deposit rights under the selected operating lease, including return, refund and credit rights, in the amount held at Closing.

The foregoing rights are included under Section 1.1(j) as exceptions to Section 1.2(a).

Schedule 1.1(k)

Computer Systems and Information Technology

1. All seller-owned laptop and desktop computers assigned to employees of the Acquired Businesses as of Closing, including those identified as computer equipment on Schedule 1.1(f), without duplication.

2. Sellers' transferable rights under paid-up software licenses and the remaining prepaid terms of software subscriptions used on those computers as of Closing, together with associated transferable activation keys, license records and administrative access necessary for Purchaser's lawful use. Any required consent or other transfer requirement is governed by Section 1.5(d).

3. Before the applicable delivery deadline under Section 6.2(a), Sellers shall provide a list identifying the software products covered by paragraph 2, the number of licensed users or devices, the applicable subscription expiration dates or perpetual-license status, and any consent requirement or transfer restriction. That list is for identification and review and does not limit the assets described above.

Only the computers and software rights described above are included under this Schedule. This limitation does not limit the separate acquisition of intellectual property or other assets under other provisions of this Agreement. No additional Seller liability, unpaid license fee or renewal obligation is assumed by reason of this Schedule; assumed obligations remain governed by Section 1.3.

Schedule 1.1(n)

Other Assets — Accounts Receivable

All accounts receivable, notes receivable, billed and unbilled receivables, work in process and other rights to payment of Sellers attributable to the Acquired Businesses and outstanding at Closing, together with all related collection and enforcement rights, are Acquired Assets under Section 1.1(n), whether or not listed below. The following historical billed-receivables listing is nonexclusive and does not limit the transferred assets. Cash collected before Closing remains with Sellers under Section 1.2(a). Sellers shall provide an updated listing and reconciliation as of Closing; omission from that listing does not exclude a receivable otherwise transferred under Section 1.1(n).

Historical open balances as of October 23, 2026, stated in U.S. dollars.

Customer / ID	Invoice	Invoice date	Due date	Open balance ($)
Arcticom, LLC (COMSUPCEN)	VFR013700	06/24/26		3,883.61
1N282060 NSWC IHEODTD N	VKDVA000813	10/13/26	11/12/26	50,783.29
1N318712 Bering Straits Professional Services	VKD001777	07/15/26	08/14/26	2,854.41
1N318712 Bering Straits Professional Services	VKD001779	07/15/26	08/14/26	1,917.16
1N318712 Bering Straits Professional Services	VKD001789	07/29/26	09/12/26	182,733.72
1N318712 Bering Straits Professional Services	VKD001802	08/07/26	09/06/26	16,387.50
1N318712 Bering Straits Professional Services	VKD001803	08/11/26	09/10/26	18,330.17
1N318712 Bering Straits Professional Services	VKD001805	08/12/26	09/11/26	12,788.04
1N318712 Bering Straits Professional Services	VKD001808	08/17/26	10/01/26	2,325.25
1N318712 Bering Straits Professional Services	VKD001809	08/17/26	10/01/26	1,708.09
1N318712 Bering Straits Professional Services	VKD001839	09/11/26	10/11/26	16,387.50
1N318712 Bering Straits Professional Services	VKD001840	09/11/26	10/11/26	3,861.00
1N318712 Bering Straits Professional Services	VKD001841	09/14/26	10/29/26	1,674.40
1N318712 Bering Straits Professional Services	VKD001842	09/14/26	10/29/26	3,630.62

Customer / ID	Invoice	Invoice date	Due date	Open balance ($)
1N318712 Bering Straits Professional Services	VKD001843	09/14/26	10/29/26	2,163.61
1N318712 Bering Straits Professional Services	VKD001846	09/14/26	10/29/26	2,705.13
1N318712 Bering Straits Professional Services	VKD001849	09/18/26	11/02/26	2,434.79
1N318712 Bering Straits Professional Services	VKD001850	09/18/26	11/02/26	3,464.13
1N318712 Bering Straits Professional Services	VKD001852	09/23/26	11/07/26	182,733.72
1N318712 Bering Straits Professional Services	VKD001853	09/23/26	11/07/26	182,733.72
1N318712 Bering Straits Professional Services	VKD001858	09/28/26	11/12/26	3,334.85
1N318712 Bering Straits Professional Services	VKD001859	09/29/26	11/13/26	2,250.00
1N318712 Bering Straits Professional Services	VKD001860	09/29/26	11/13/26	2,132.35
1N318712 Bering Straits Professional Services	VKD001861	09/29/26	11/13/26	2,532.43
1N318712 Bering Straits Professional Services	VKD001862	09/29/26	11/13/26	1,738.77
1N318712 Bering Straits Professional Services	VKD001867	10/05/26	11/04/26	16,387.50
1N318712 Bering Straits Professional Services	VKD001868	10/05/26	11/04/26	3,861.00
1N318712 Bering Straits Professional Services	VKD001874	10/09/26	11/23/26	5,251.01
1N318712 Bering Straits Professional Services	VKD001875	10/09/26	11/23/26	3,695.88
1N318712 Bering Straits Professional Services	VKD001891	10/21/26	12/05/26	182,733.72
1N318712 Bering Straits Professional Services	VKDDS001649	08/17/26	09/16/26	1,624.68
1N318712 Bering Straits Professional Services	V2458164	06/16/2026		47,960.05
1N318712 Bering Straits Professional Services	V2499625	10/15/2026		7,507.00
1N318712 Bering Straits Professional Services	V2495166	09/08/2026		6,654.80
1N318712 Bering Straits Professional Services	V2442974	05/18/2026		5,210.19
1N318712 Bering Straits Professional Services	V2497071	09/17/2026		974.40

Customer / ID	Invoice	Invoice date	Due date	Open balance ($)
1N318712 Bering Straits Professional Services	V2495333	09/09/2026		211.29
Department of the Air Force	V2300164	08/19/2025		119.81
Homeland Security Investigations	V2155419	11/26/2024		3,400.00
1N321597 Office of Federal Assistance (NV)	VKDDS001711	10/13/26	11/12/26	6,450.00
1N321597 Office of Federal Assistance (NV)	VKDDS001712	10/13/26	11/12/26	6,450.00
Summit Exercises and Training LLC	VKD001869	10/05/2026		11,404.41
Summit Exercises and Training LLC	VKD001834	09/08/2026		6,621.92
Summit Exercises and Training LLC	VKD001814	08/19/2026		4,742.11
Summit Exercises and Training LLC	VKD001870	10/05/2026		342.42
Summit Exercises and Training LLC	VKD001813	08/19/2026		61.83
Summit Exercises and Training LLC	VKD001815	08/19/2026		2,518.90
Summit Exercises and Training LLC	VKD001816	08/19/2026		922.87
Summit Exercises and Training LLC	VKD001325	07/03/2025		94.23

Total — 49 invoices: $1,032,688.28

Schedule 1.3(c)

Cure Costs

Thermo Fisher Scientific — Aggregate Cure Cost: $1,000,000, payable as follows:

(a) $250,000 payable at Closing; and

(b) $750,000 payable under any effective deferred-payment agreement obtained by Purchaser with the applicable Thermo Fisher entity. Purchaser bears the risk of obtaining that agreement. In its absence, Purchaser shall fund the balance at Closing or at such other time as required by the applicable counterparty agreement or Bankruptcy Court order. Execution of a deferred-payment agreement is not a condition to Closing.

Thermo Fisher Scientific is the only Cure Cost listed on this Schedule. The separate Thermo Scientific critical-vendor payable identified in Schedule 1.3(d) is additional to, and is not included in, the $1,000,000 aggregate cure above. No amount is counted twice.

Schedule 1.3(d)

Specified Assumed Liabilities

The following critical-vendor accounts payable are the Specified Assumed Liabilities designated on this Schedule, subject to the Agreement:

Critical vendor	**Specified assumed amount ($)**
1st Detect	15,357.73
ANDE Corporation	43,367.00
Draeger Safety	67,599.20
FLIR	19,272.36
Honeywell / RAE	36,100.87
MKS Instruments	216,520.20
Portagas	12,745.81
Smiths Detection	58,155.00
Thermo Scientific	97,262.70
Total	566,380.87

The Thermo Scientific accounts payable listed above are separate from, and additional to, the $1,000,000 Thermo Fisher Scientific Cure Cost specified in Schedule 1.3(c), without duplication.

Schedule 3.7

Employees

1. Jonathan Terpening — Vice President, Technical Service and Training

2. Patrick Dempsey — Vice President, Sales

Exhibit B

Blackline Against Proposed Sale Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Noble Supply & Logistics, LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11369 (CTG) (Jointly Administered) **Re: Docket Nos. 91, 219 & 459**

ORDER (A) APPROVING THE SALE OF THE DEBTORS' ASSETS TO BRIGGS MANAGEMENT PARTNERS, LLC FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (C) GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief* [Docket No. 91] (the "Motion")[2] filed by the debtors and debtors-in-possession (the "Debtors") in

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Noble Supply & Logistics, LLC (7926); COTS Solutions, LLC (4477); Federal Resources Supply Company, LLC (3636); FRS Holdings, LLC (2327); K.D. Analytical Consulting, LLC (6637); KDA Acquisition, LLC (5870); Noble Defense Corporation (N/A); Noble Equity Holdings, LLC (0851); Noble.com, LLC (4712); Noble Mission Support, LLC (7908); and Tactical & Survival Specialties, LLC (2266). The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 1 Marina Park Drive, Suite 220, Boston, MA 02210.

[2] Capitalized terms used but not defined herein have the meaning ascribed to them in the Bidding Procedures Order, the Briggs APA, or the Cash Collateral Order (each as defined herein), as applicable.

the above-captioned chapter 11 cases; and the Court having entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [D.I. 219] (the "Bidding Procedures Order"); and the Debtors having solicited Bids in accordance with the Bidding Procedures; and the Debtors having selected a Successful Bidder for those assets of the Debtors set forth in the *Asset Purchase Agreement* dated November 11, 2026 (as may be amended, supplemented, or otherwise modified from time to time, the "Briggs APA") by and between Debtors Noble Equity Holdings, LLC and its applicable subsidiaries and affiliates as seller(s) (the "Sellers"), and Briggs Management Partners, LLC as purchaser (the "Purchaser"), which is attached hereto as **Exhibit A** (collectively, the "Purchased Assets"), and which are the subject of this order (this "Sale Order"); and the Court having conducted and concluded a hearing on November 16, 2026 (the "Sale Hearing"), to consider approval of (i) the sale of the Purchased Assets under the Briggs APA (the "Sale") free and clear of all Liens,[3] Claims (as defined in section 101(5) of title 11 of the United States Code (the "Bankruptcy Code")) and other interests; and (ii) the assumption and assignment of certain executory contracts and unexpired leases; and all parties-in-interest having been heard, or having had the opportunity to be heard, regarding the Sale; and upon the record of the Sale Hearing, the First Day Declaration, the Lansio Declaration, and the *Supplemental Declaration of Lisa Lansio in Support of Debtors' Motion for Entry of an Order (A) Approving the Sale of the Debtors' Assets*

[3] The term "Lien" as used in this Sale Order shall include, without limitation, any statutory lien on real and personal property and any and all "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof.

Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief [Docket No. 459] (the "Sale Declaration") and after due deliberation thereon, and good cause appearing therefor; **IT IS HEREBY FOUND AND DETERMINED THAT:**[4]

A. **Bankruptcy Petition**. On August 30, 2026 (the "Petition Date"), the Debtors commenced their cases by filing petitions for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases").

B. **Jurisdiction and Venue**. The Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a) and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Final Order**. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Time is of the essence in closing the Sale referenced herein, the Debtors and the Purchaser intend to close the Sale as soon as practicable, and there is no just reason for delay in the implementation of this Sale Order. Specifically, the Sale must be approved and consummated promptly in order to maximize the value to the Debtors, their estates, their creditors, and all other parties-in-interest. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004(h) and 6006(d).

D. **Statutory Predicates**. The statutory predicates for the relief sought in the Motion are sections 105, 363, and 365 of the Bankruptcy Code, Rules 2002, 6004, 6006, 9007, 9008, and

[4] This Sale Order shall be deemed to incorporate all findings of fact and conclusions of law made on the record at the hearing for consideration of the entry of the Bidding Procedures Order and the Sale Hearing (as defined herein) pursuant to Bankruptcy Rule 7052. In addition, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate pursuant to Bankruptcy Rule 7052.

9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1, 6004-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

E. **Notice**. As evidenced by the certifications of service previously filed with the Court [Docket Nos. 99, 260, 438, & 439], and based on the representations of counsel at the Sale Hearing, proper, timely, adequate and sufficient notice of the Motion, Briggs APA, this Sale Order and the Sale Hearing, have been provided in accordance with the Bidding Procedures Order, sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014 and the Bidding Procedures Order, and Local Rule 6004-1. Such notice was good and sufficient and appropriate under the particular circumstances and all known creditors of the Debtors and other parties-in-interest in the Chapter 11 Cases were offered a reasonable opportunity to object and be heard. No other or further notice of the Motion, including, without limitation, the Briggs APA, the assumption and assignment of the Purchased Contracts (as defined below) (and proposed Cure Costs related thereto), the Sale Hearing, or of the entry of this Sale Order was or is necessary or shall be required.

F. In accordance with the Bidding Procedures Order, and as evidenced by certification of service previously filed with this Court [Docket No. 260], the Assumption and Assignment Notice [Docket No. 252] has been provided to the counterparties (the "Contract Counterparties") to the contracts identified thereon, including the contracts which are being assumed and assigned to the Purchaser pursuant to the Briggs APA, and this Sale Order (the "Purchased Contracts").

G. The service of the Assumption and Assignment Notice was sufficient under the circumstances and no further notice need be given in respect of assumption and assignment of the Purchased Contracts or the proposed Cure Costs related thereto, if any. The Contract

Counterparties to the Purchased Contracts have had a reasonable opportunity to object to the assignment and assumption of the Purchased Contracts and the associated Cure Costs. The subject Contract Counterparties did not timely file an objection to the Assumption and Assignment Notices, including to the Cure Costs, or have resolved any such objection(s).

H. The Debtors continue to operate their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

I. No trustee or examiner has been appointed in the Chapter 11 Cases.

J. The disclosures made by the Debtors concerning the Motion, the Briggs APA, the Sale, the Purchaser, and the Sale Hearing were good, complete and adequate.

K. **Opportunity to Object**. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all creditors of the Debtors and other parties-in-interest in the Chapter 11 Cases, including, without limitation, the following: (i) the United States Trustee for Region 3; (ii) the Consultation Parties; (iii) all parties asserting a security interest in the Purchased Assets to the extent any such interest is reasonably known to the Debtors; (iv) various federal, state, county and city tax and regulatory authorities; (v) all entities known to have expressed an interest in a transaction with respect to the Purchased Assets or that have been identified by the Debtors or their advisors as a potential Purchaser of the Purchased Assets; (vi) local, state and federal authorities and agencies that have issued licenses or permits to the Debtors with respect to the operation and use of the Purchased Assets; (vii) the Contract Counterparties whose contracts identified as being assigned; (viii) all of the Debtors' known creditors, and (ix) all parties requesting notice pursuant to Bankruptcy Rule 2002.

L. **Title in the Purchased Assets**. The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section

541(a) of the Bankruptcy Code. The Debtors are the sole and lawful owners of the Purchased Assets.

M. **Extensive Efforts by the Debtors**. The Debtors worked with their counsel and their investment banker, Portage Point, to implement a process to pursue a transaction or transactions that would allow the Debtors to maximize value of the Purchased Assets. The Sale that is the subject of this Sale Order is the result of the Debtors' extensive efforts seeking to maximize recoveries to the Debtors' estates for the benefit of their creditors.

N. **Business Justification**. The Debtors have demonstrated a sufficient basis and compelling circumstances to sell the Purchased Assets to the Purchaser, and to assume and assign the Purchased Contracts to the Purchaser pursuant to the terms and conditions of the Briggs APA. Such action is an appropriate exercise of the Debtors' business judgment and in the best interest of the Debtors, the estates and their creditors. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Purchased Assets if the Sale is not consummated quickly; and (ii) the Successful Bid set forth in the Briggs APA constitutes the highest and best offer for the Purchased Assets. Entry of this Sale Order (and all provisions hereof) is a condition precedent to the Purchaser consummating its obligations under the Briggs APA.

O. **Opportunity to Bid**. The Debtors and their professionals marketed the Purchased Assets appropriately and conducted the marketing and sale process as set forth in the Motion and the Sale Declaration in good faith without collusion and in accordance with the Bidding Procedures and the Bidding Procedures Order. The marketing process set forth in the Bidding Procedures and the Bidding Procedures Order was fair in substance and procedure and afforded a full and fair opportunity for any party to make a higher or otherwise better offer to purchase the Purchased

Assets. Based upon the record of these proceedings, all creditors of the Debtors, other parties-in interest in the Chapter 11 Cases, and all prospective bidders have been afforded a reasonable and fair opportunity to bid for the Purchased Assets.

P. **Highest or Otherwise Best Offer**. The total consideration provided by the Purchaser for the Purchased Assets is the highest and otherwise best offer for the Purchased Assets received by the Debtors. The Debtors, the Purchaser, and their respective agents and representatives, have complied in all respects with the Bidding Procedures and Bidding Procedures Order.

Q. **Good Faith Purchaser**. The Briggs APA and the Sale have been negotiated by the Debtors and the Purchaser, and their respective agents and representatives, in good faith, at arms' length, and without collusion or fraud. The terms and conditions of the Briggs APA, including the consideration to be paid by the Purchaser to the Debtors pursuant to the Briggs APA for the Purchased Assets identified in such agreement, are fair and reasonable, and the Sale, including each part thereof with respect to the Purchaser, is in the best interest of the Debtors, their estates, and their creditors.

R. The Purchaser is a "good faith purchaser" entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code and any other applicable bankruptcy or non bankruptcy law with respect to the sale and assignment of the Purchased Assets and Purchased Contracts that the Purchaser is acquiring pursuant to the Briggs APA.

S. The Briggs APA was not controlled by an agreement between or among potential or actual bidders within the meaning of section 363(n) of the Bankruptcy Code. The Debtors and the Purchaser have not engaged in any conduct that would cause or permit the Briggs APA to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The

Purchaser is entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code. The Purchaser is not an "affiliate" or "insider" of the Debtors as defined in section 101 of the Bankruptcy Code, and no common identity of incorporation, director, or stockholder existed or will exist between the Purchaser, on the one hand, and the Debtors, on the other hand, immediately prior to or after the Closing Date (used herein as defined in the Briggs APA).

T. An injunction against creditors of the Debtors and third parties pursuing Liens, Claims and Excluded Liabilities against the Purchaser is necessary to induce the Purchaser to close the Sale; the issuance of such an injunction is therefore necessary to avoid irreparable injury to the Debtors' estates, and will benefit all creditors of the Debtors.

U. The Purchaser has acted in good faith in its negotiations with the Debtors and in submitting a bid for the Purchased Assets.

V. **Corporate Power and Authority**. Subject to the entry of this Sale Order, the Debtors have full corporate power and authority to execute and deliver the Briggs APA and to perform all of their respective obligations thereunder, and the sale of the Purchased Assets and assignment of the Purchased Contracts have been duly and validly authorized by all corporate authority necessary to consummate the Sale. No consents or approvals, other than as expressly provided for in the Briggs APA, and the entry of this Sale Order, are required by the Debtors to consummate the Sale.

W. **Transfer and Sale of Assumed Liabilities; Assumption and Assignment in Best Interest**. The transfer and sale of the Assumed Liabilities pursuant to the terms of the Briggs APA and this Sale Order and the assumption of the Purchased Contracts by the Debtors and the assignment thereof to the Purchaser, as applicable, pursuant to the terms of the Briggs APA, that certain Assumption and Assignment Agreement, and this Sale Order are integral to the Briggs

APA and in the best interest of the Debtors, their estates and their creditors, and represent the reasonable exercise of sound and prudent business judgment by the Debtors. Accordingly, such transfer and sale to the Purchaser and the assumption and assignment are reasonable, enhance the value of the Debtors' estates, and do not constitute unfair discrimination. As among the Debtors and the Purchaser, nothing in this Sale Order shall enlarge or restrict any obligations of the Debtors or the Purchaser under the Briggs APA with respect to the Assumed Liabilities or the Purchased Contracts. No provision of any Purchased Contract that purports to prohibit, restrict, or condition the assignment of any such Purchased Contract in connection with the Sale shall have any force or effect.

X. **Cure/Adequate Assurance**. The Debtors have met all of the requirements of section 365(b) of the Bankruptcy Code for each of the Purchased Contracts. The Debtors have provided adequate assurance of cure of any default existing prior to the Closing Date under any of the Purchased Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and provided adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from such default under any of the Purchased Contracts within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. Pursuant to the provisions of the Briggs APA, the Purchaser is obligated to pay Cure Costs with respect to the Purchased Contracts on or before the Closing Date, or in such other manner as agreed to by the Purchaser and the counterparty to a Purchased Contract. Notwithstanding anything to the contrary, the Debtors' estates shall not be responsible for the payment of any Cure Costs. The Purchaser has provided adequate assurance of its future performance of and under the Purchased Contracts, within the meaning of sections 365(b)(1)(C) and 365(b)(3) (to the extent applicable) of the Bankruptcy Code. The Contract Counterparties were each given adequate notice and the opportunity to object to the Assumption

and Assignment Notice and are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code; any such objection filed by a Counterparty to a Purchased Contract that has not been withdrawn is hereby overruled. Except as expressly set forth in the Briggs APA including with respect to the Assumed Liabilities, the Purchased Contracts will not subject the Purchaser to any liability whatsoever relating to any period prior to the Closing Date whether arising before or after such Closing Date, or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, on any theory of law or equity.

Y. **Free and Clear**. The Purchaser would not have entered into the Briggs APA to acquire the Purchased Assets, and would exercise its right to terminate the Briggs APA, if the sale of the Purchased Assets were to be transferred to it other than free and clear of all Liens, Claims and Excluded Liabilities (other than the Assumed Liabilities, as applicable), or the Purchaser would, or in the future could, be liable for any such Liens, Claims or Excluded Liabilities (other than the Assumed Liabilities, as applicable). A sale of the Purchased Assets other than one free and clear of all Liens, Claims and Excluded Liabilities (other than the Assumed Liabilities, as applicable) would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale. Therefore, the Sale contemplated in the Briggs APA is in the best interests of the Debtors, their estates, their creditors, and all other parties in-interest. In accordance with paragraph ~~38~~39 hereof, the Adequate Protection Liens and Prepetition Liens (each as defined in the Cash Collateral Order),[5] shall attach to the proceeds of the Purchased Assets in accordance with the priorities set forth in the Cash Collateral Order.

[5] The "Cash Collateral Order" shall mean the *Third Interim Order (I) Authorizing Limited Use of Cash Collateral, (II) Granting Adequate Protection Liens and Superpriority Administrative Expense Claims to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 338] (as the same may be amended, supplemented, or superseded by any final cash collateral order)

Z. **Satisfaction of 363(f) Standards**. The Debtors may sell and assign the Purchased Assets free and clear of all Liens, Claims and Excluded Liabilities, as applicable, because, with respect to each creditor asserting a Lien, Claim or Excluded Liability, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Liens, Claims or Excluded Liabilities who did not object or who withdrew their objections to this Sale Order are deemed to have consented to the Motion and the sale and assignment of the Purchased Assets to the Purchaser pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Liens, Claims, or Excluded Liabilities who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, Claims or Excluded Liabilities, if any, attach to the proceeds of the Sale ultimately attributable to the Purchased Assets in which such holders allege a Lien, Claim or Excluded Liability in the same order of priority, with the same validity, force and effect that such holder had prior to such Sale, and subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

AA. **No Successor Liability**. The transactions contemplated under the Briggs APA do not amount to a consolidation, merger, or de facto merger of the Purchaser with the Debtors and/or the Debtors' estates, there is not substantial continuity between the Debtors and the Purchaser, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their

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or any other interim or final order of the Court authorizing the Debtors' use of cash collateral in these Chapter 11 Cases.

estates in any way. The Purchaser would not have acquired the Purchased Assets but for the foregoing protections against potential claims based upon "successor liability" or similar theories.

BB. **No Fraudulent Transfer**. The Sale is not for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, or possession or the District of Columbia. Neither the Debtors nor the Purchaser has entered into the Briggs APA or is consummating the Sale with any fraudulent or otherwise improper purpose.

CC. **Fair Consideration**. The consideration provided for by the Purchaser for the Purchased Assets indicated in the Briggs APA constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code or any similar state or federal law), and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession or the District of Columbia.

DD. **Compliance with Bankruptcy Code**. 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 or will be complied with in respect to the Sale as of the Closing Date.

EE. **Sale Transactions Not a Sub Rosa Plan**. The sale and assignment of the Purchased Assets and Assumed Liabilities, as applicable, outside of a plan of reorganization pursuant to the Briggs APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

FF. The Sale contemplated by the Briggs APA is in the best interest of the Debtors, their estates, their creditors, interest holders and all other parties-in-interest in the Chapter 11 Cases.

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

1. **Relief Granted**. The relief requested in the Motion is hereby granted as set forth herein.

2. **Objections Overruled**. All objections and responses to the Motion, the Briggs APA, this Sale Order or the relief granted herein (including all reservations of rights included therein) that have not been overruled, withdrawn, waived, settled, or otherwise resolved, are hereby overruled and denied on the merits with prejudice.

3. **Notice**. Notice of the Motion, and the assumption and assignment of the Purchased Contracts (including proposed Cure Costs related thereto), the Sale Hearing and the Sale was reasonable, sufficient, fair and equitable under the circumstances and complied in all respects with the Bidding Procedures, sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, and 9007 and Local Rule 6004-1.

4. **Prior Findings of Fact and Conclusions of Law**. The Court's findings of fact and conclusions of law in the Bidding Procedures Order shall remain in full force and effect.

5. **Designation as Successful Bidder.** The Purchaser is hereby designated as the Successful Bidder for the Assets identified in the Briggs APA.

6. **Approval**. The Briggs APA and all ancillary documents related thereto are hereby approved and authorized in all respects and shall be deemed in full force and effect, and the Debtors and the Purchaser are hereby authorized, empowered and directed to fully perform under, consummate, and implement the terms of the Briggs APA and to execute, deliver and perform

under, any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Briggs APA and this Sale Order, including, without limitation, deeds, assignments, patents, stock powers, transfers of membership interests and other instruments of transfer, and to take all further actions as may reasonably be requested by the Debtors or the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession any or all of the Purchased Assets, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Briggs APA, without any further corporate action or orders of the Court. Notwithstanding anything set forth in this Sale Order to the contrary, all rights, duties and obligations of the Purchaser may be assigned to a designee (including an Affiliate) of the Purchaser in accordance with the Briggs APA; provided, that the Purchaser is, and shall remain, primarily and irrevocably responsible for the full performance of the Purchaser's duties and obligations under the Briggs APA notwithstanding any such designation or the terms thereof.

7. **Good Faith**. The Purchaser is a good faith purchaser of the Purchased Assets set forth in the Briggs APA and is hereby granted and entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, neither the reversal nor modification on appeal of this Sale Order under section 363(b) or (c) of the Bankruptcy Code shall affect the validity of the sale of the Purchased Assets under this Sale Order to the Purchaser, which purchased the Purchased Assets in good faith, whether or not the Purchaser knew of the pendency of the appeal unless this Sale Order and the sale of the Purchased Assets were stayed pending appeal prior to Closing.

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

9. **Documentation**. The Debtors are authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the Sale contemplated by the Briggs APA, any related agreements and this Sale Order, including amended and restated certificates or articles of incorporation, by-laws, or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate, and all such officials are hereby authorized to accept the foregoing. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

10. **Cooperation**. The Debtors are hereby authorized and directed to cooperate with the Purchaser as reasonably requested by the Purchaser and take all actions and execute all documents which the Purchaser reasonably and in good faith determines is necessary or desirable to ensure that the Sale related to the Purchaser is consummated in accordance with the Briggs APA, and the Debtors are authorized to make such modifications or supplements reasonably acceptable to the Debtors and the Purchaser to any document or instrument executed or to be executed in connection with the Closing to the Purchaser to facilitate such consummation as contemplated by the Briggs APA.

11. **Duty to Close**. Neither the Debtors nor the Purchaser shall have any obligation to proceed with the Closing to the Purchaser until all conditions precedent to their respective obligations to proceed have been met, satisfied or waived in accordance with the terms of the Briggs APA.

12. **Valid Transfer**. Effective as of the Closing of the Sale and with respect to the Sale, (i) the sale and assignment of the Purchased Assets and the Purchased Contracts, as applicable, by the Debtors to the Purchaser pursuant to the terms of the Briggs APA shall constitute a legal, valid and effective transfer of the Purchased Assets and the Purchased Contracts, notwithstanding any requirement for approval or consent by any person, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Purchased Assets and Purchased Contracts, free and clear of all Liens, Claims and Excluded Liabilities, as applicable (other than the Assumed Liabilities) pursuant to section 363(f) of the Bankruptcy Code, and (ii) the assumption of the Purchased Contracts and all Assumed Liabilities by the Purchaser constitutes a legal, valid, and effective assignment and delegation of any and all obligations, liabilities, and claims in respect thereof to the Purchaser and, other than to the extent expressly provided in this Sale Order and/or constituting Excluded Liabilities under the Briggs APA, as applicable, divests the Debtors of all right, title and interest in, and all obligations and liability with respect to, the Purchased Contracts and such Assumed Liabilities. Upon the occurrence of the Closing, this Sale Order shall be considered and constitute, for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Purchased Assets (including the Purchased Contracts) to the Purchaser pursuant to the Briggs APA and/or a bill of sale or assignment transferring indefeasible right, title and interest in the Purchased Assets set forth in the Briggs APA, including the Purchased Contracts, and all other rights and interests associated with or appurtenant to the Purchased Assets, including,

without limitation, warranty rights, intellectual property rights (including, without limitation, rights to all associated patents, regulatory approvals, permits, and registrations) and other non-executory contract rights, to the Purchaser all to the extent set forth in the Briggs APA.

13. **Free and Clear**. Except to the extent specifically provided in the Briggs APA or this Sale Order, upon the occurrence of a Closing under the Briggs APA, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell, assign, convey, and transfer the Purchased Assets under the Briggs APA to the Purchaser and assign the Purchased Contracts to the Purchaser, as applicable. Except, and solely, to the extent specifically provided in the Briggs APA or this Sale Order, the sale and assignment of the Purchased Assets and the assignment of the Purchased Contracts to the Purchaser pursuant to the Briggs APA vests the Purchaser with all right, title and interest of the Debtors in and to its Purchased Assets, free and clear of any and all Liens, Claims, Excluded Liabilities, as applicable, and other liabilities of any kind or nature whatsoever (except for Assumed Liabilities, as applicable), whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise, with all such Liens, Claims and Excluded Liabilities, as applicable, to attach only to the proceeds of the sale and assignment of the Purchased Assets with the same priority, validity, force, and effect as they now have in or against the Purchased Assets. The Motion shall be deemed to have provided sufficient notice as to the sale and assignment of the Purchased Assets free and clear of all Liens, Claims and Excluded Liabilities in accordance with Local Rule 6004-1. Following a Closing, no holder of any Lien or Claim on any of the Purchased Assets subject to such Closing may interfere with the Purchaser's enjoyment of the Purchased Assets, as applicable,

based on or related to such Lien or Claim, or any actions that the Debtors may take or fail to take in their Chapter 11 Cases and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale. In accordance with paragraph ~~38~~39 hereof, the Adequate Protection Liens and Prepetition Liens shall attach to the proceeds of the Purchased Assets in accordance with the priorities set forth in the Cash Collateral Order.

14. The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of Liens, Claims and Excluded Liabilities (other than Assumed Liabilities), as applicable, shall be self-executing, and none of the Debtors and the Purchaser shall 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.

15. With regard to the forms of, timing, and other terms concerning the consideration to be provided by the Purchaser to the Debtors as set forth in the Briggs APA, the Purchaser is directed to comply with its respective obligations thereunder, and the Debtors, the Committee, any liquidating trustee appointed in these Chapter 11 Cases, and any chapter 7 trustee that may be appointed, and their successors and assigns, are hereby authorized to enforce all such provisions. The Court shall retain exclusive jurisdiction with regard to any and all issues, disputes, controversies, causes of action, and/or claims with regard to, or arising under, such provisions, including, without limitation, the enforcement thereof.

16. **Authorization to Creditors**. On and after the Closing Date, each of the Debtors' applicable creditors are authorized to execute such documents and take all other actions as may be reasonably necessary to release its Liens, if any, in the Purchased Assets subject to such Sale, as such Liens may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanics liens, *lis pendens* or other documents, instruments, notices or agreements

evidencing any Lien against or in the Purchased Assets shall not have delivered to the Debtors before such Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Purchased Assets subject to such Sale, then with regard to the Purchased Assets, (i) each of the Debtors and the Purchaser is authorized and directed to execute and file such termination statements, releases, instruments of satisfaction or other documents on behalf of the person or entity with respect to the Purchased Assets and (ii) each of the Debtors or the Purchaser, as applicable, are authorized and directed to file, register or otherwise record a certified copy of this Sale Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens against the Purchased Assets.

17. **Authorization to Government Agencies**. Each and every Governmental Authority, filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state, and local official, and any other persons and entity who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets, is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Sale contemplated by the Briggs APA or this Sale Order. All such entities described above in this paragraph are authorized to strike all recorded Liens against the Purchased Assets from their records, official and otherwise.

18. **Direction to Surrender Possession or Control**. All persons or entities, presently or on or after a Closing Date, in possession or control of some or all of the Purchased Assets subject to a Sale, are directed to surrender possession or control of the Purchased Assets to the Purchaser on the Closing Date of the Sale or at such time thereafter as the Purchaser may request.

19. **Licenses and Permits**. To the extent provided in the Briggs APA and available under applicable law, the Purchaser shall be authorized, as of the applicable Closing Date, to operate under any governmental authorization, rights granted in respect of intellectual property agreements, if any, or other intellectual property, constituting part of the Purchased Assets, any other license, permit, registration, and any other governmental approval of the Debtors with respect to the Purchased Assets and the Purchased Contracts, as applicable, and all such licenses, permits, registrations, and governmental approvals, Intellectual Property, and any other approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of such Closing Date. To the extent any license or permit necessary for the operation of the business of the Debtors is determined not to be an executory contract assumable and assignable under section 365 of the Bankruptcy Code, the Purchaser shall apply for and obtain any necessary license or permit promptly after the Closing Date and the Debtors are hereby authorized and directed to use commercially reasonable efforts to cooperate with the Purchaser in connection with any such application as the Purchaser deems reasonably necessary or desirable, subject to the provisions of the Briggs APA.

20. To the extent provided by section 525 of the Bankruptcy Code, no Governmental Authority may revoke or suspend any governmental approval, permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to any of the Purchaser on account of the filing or pendency of this Chapter 11 Cases or the consummation of the Sale.

21. **No Successor Liability**. The Purchaser and its affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals and shareholders (or equivalent) are not and shall not be (i) deemed a "successor" in any respect to the Debtors and their estates as a result of the consummation of the Sale contemplated by the Briggs APA or any other event occurring in

the Chapter 11 Cases under any theory of law or equity (other than with respect to Assumed Liabilities assumed by the Purchaser under the Briggs APA), (ii) deemed to have, de facto or otherwise, merged, or consolidated with or into the Debtors or their estates, (iii) deemed to have a common identity with the Debtors, (iv) deemed to have a continuity of enterprise with the Debtors, or (v) deemed to be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors. Except for the Assumed Liabilities, as applicable, or as otherwise expressly provided in this Sale Order and/or the Briggs APA, the transfer of the Purchased Assets and the Purchased Contracts, as applicable, to the Purchaser under the Briggs APA shall not result in the Purchaser or its affiliates, predecessors, successors, assigns, members, partners, directors, officers, or principals and shareholders (or equivalent) (i) having any liability or responsibility for any claim against the Debtors or against an insider of the Debtors (including, without limitation, for any Excluded Liabilities, as applicable), (ii) having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Lien or Excluded Liability, as applicable, or (iii) having any liability or responsibility to the Debtors, including in the case of each of (i-iii), without limitation (x) within the meaning of any foreign, federal, state or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101 et seq.) ("WARN"), Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, et seq. or (y) in respect of (i) any environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to the Closing Date (including, without

limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, (ii) any liabilities, penalties, costs, debts or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), (iii) any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or (iv) any consumer protection law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, including, without limitation, any liabilities, penalties, costs, debts or obligations imposed by the Federal Trade Commission and/or Bureau of Consumer Protection required to be paid by the Debtors. The Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation described in the foregoing sentence (other than with respect to Assumed Liabilities, as applicable), and the Motion shall be deemed to have provided sufficient notice as to the Sale and assignment of the applicable Purchased Assets free and clear of all such liabilities and obligations in accordance with Local Rule 6004-1.

22. **Examples of No Successor Liability**. Without limiting the generality, effect or scope of the foregoing, as a result of and following the Closing of the Sale to the Purchaser, the Purchaser and its affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals and shareholders (or equivalent) shall, on or following the Closing Date, have no successor or vicarious liabilities of any kind or character, including, without limitation, any theory of antitrust, environmental, transferee liability, continuity of enterprise, mere continuation, labor law, bulk sales law, employment or benefits law, alter ego, veil piercing, escheat, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing

or hereafter arising, whether legal or equitable, matured or unmatured, contingent or non contingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity or otherwise with respect to the Debtors or any obligations of the Debtors relating to the period prior to the Closing Date to the Purchaser whether arising before or after such Closing Date, including, without limitation, United States or foreign pension liabilities or liabilities on account of any federal, state or other taxes arising, accruing or payable under, out of, in connection with, or in any way relating to or calculated or determined with respect to or based in whole or in any part upon the operation of the Purchased Assets or the Purchased Contracts, as applicable, on or prior to such Closing Date or any taxes in connection with, or in any way related to, the cancellation of debt of the Debtors. The consideration given by the Purchaser shall constitute valid and valuable consideration for the release of any potential claims of successor liability against the Purchaser.

23. **Injunction**. Subject to paragraph ~~38~~39, and except to the extent expressly included in the Assumed Liabilities, as applicable, all persons and entities, including, but not limited to, the Debtors, employees, former employees, all debt security holders, equity holders, licensors, administrative agencies, governmental units (as defined in section 101(27) of the Bankruptcy Code), tax and regulatory authorities, secretaries of state, federal, state, and local officials, lenders, contract parties, bidders, lessors, other parties-in-possession of any of the Purchased Assets at any time, trade creditors, holders of rejection damages claims, and all other creditors holding any Liens, Claims or Excluded Liabilities of any kind or nature whatsoever against or in the Debtors or in the Debtors' interests in the Purchased Assets (whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the

Debtors, the Purchased Assets, the Purchased Contracts, the operation of the Debtors' business, on or prior to the Closing Date, the Sale (other than the Purchaser's obligations under this Sale Order and the Briggs APA, and all other ancillary agreements, documents or instruments entered into in connection with the Briggs APA), or the transfer of the Purchased Assets or the Purchased Contracts, as applicable, to the Purchaser shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting, commencing, continuing, or otherwise pursuing in any manner any pre-Closing action, pre-Closing claim or other proceeding of any kind, directly or indirectly, against the Purchaser or any of its, predecessors, successors, or assigns or any of its respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, affiliates, shareholders (or equivalent), financial advisors and representatives (each of the foregoing in its individual capacity), their property or the applicable Purchased Assets, in each case arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the Purchased Contracts, or the operation of the Debtors' business. In connection with the foregoing, actions that are barred hereby include, without limitation: (i) the commencement or continuation of any action or other proceeding, (ii) the enforcement, attachment, collection, or recovery of any judgment, award, decree or order, (iii) the creation, perfection, or enforcement of any Lien, Claim, interest, or encumbrance, (iv) the assertion of any right of setoff, (unless exercised prior to the Petition Date), subrogation, reversion, assignment or specific performance of any kind, (v) the commencement or continuation of any action that does not comply with, or is inconsistent with, the provisions of this Sale Order, any actions contemplated or taken in respect hereof, or the Briggs APA, and (vi) to the extent provided in section 525 of the Bankruptcy Code, the revocation, termination or failure or refusal to renew any governmental authorization or other license, permit, registration, or governmental

authorization or approval to operate any of the Purchased Assets or conduct the businesses associated with the Purchased Assets. Following the Closing Date, no Person that was the holder of a Lien on, in or against any of the Purchased Assets prior to the Closing Date shall interfere with the Purchaser's title to, license of, or use and enjoyment of the Purchased Assets based on or related to such Lien, or any actions that the Debtors may take in the Debtors' Chapter 11 Cases.

24. **No Bulk Sales**. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale or the other transactions contemplated in the Briggs APA or this Sale Order.

25. **Assumption and Assignment of Purchased Contracts**. Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption of the Purchased Contracts and assignment thereof to the Purchaser, free and clear of all Liens, Claims and Excluded Liabilities (other than Assumed Liabilities) pursuant to the terms set forth in the Briggs APA is hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) (including section 365(b)(3) to the extent applicable) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. The Contract Counterparty is hereby forever barred, estopped and permanently enjoined from raising or asserting against the Debtors or the property of any of such parties, any assignment fee, default, breach, claim, pecuniary loss, liability, or obligation (whether known or unknown as of the Closing Date, now existing or hereafter arising, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, whether imposed by agreement, understanding, law, equity, or otherwise) arising under or out of, in connection with, or in any way related to the Purchased Contracts existing as of the Closing Date or arising by reason of the assumption, assignment and/or such Closing except to the extent constituting an Excluded Liability under the Briggs APA (other than the Assumed

Liabilities). Notwithstanding the foregoing, pursuant to the terms of the Briggs APA, the Purchaser shall be liable for all obligations and liabilities arising after and relating to the period including and following the Closing Date under the Purchased Contracts, all of which shall constitute Assumed Liabilities, and the Debtors shall not be liable for any such obligations or liabilities.

26. **Treatment of Government Contracts and Receivables**. Notwithstanding anything to the contrary herein or in the Briggs APA, to the extent any Assigned Contracts (as defined in the Briggs APA) is a contract (a "Federal Agency Contract") with an agency, department, or instrumentality of the United States of America, including but not limited to, the Defense Threat Reduction Agency, the Federal Bureau of Investigation, the Federal Emergency Management Agency, the United States Army, the United States Navy, the United States Air Force, the United States Coast Guard, the United States Secret Service, and the General Services Administration (each, a "Federal Agency" and collectively, the "Federal Agencies"), such Federal Agency Contracts shall not be assumed and assigned to Briggs hereunder unless and until the applicable Federal Agency expressly consents to such assumption and assignment in writing. Notwithstanding anything to the contrary herein or in the Briggs APA, the Debtors shall not sell, transfer or assign any right to payment owed by Federal Agencies to the Debtors including, but not limited to Naval Surface Warfare Center Indian Head Division and Homeland Security Investigations. With respect to any receivables identified on Schedule 1.1(n) of the Briggs APA as being owed the Debtors by any Federal Agency, the Debtors and any successors shall collect, segregate and remit the proceeds thereof, if any, to Briggs promptly upon receipt.

27. ~~26.~~Each of the Purchased Contracts shall be deemed to be valid and binding and in full force and effect and enforceable in accordance with its terms as of the date of this Sale Order, subject to any amendments or modifications agreed to between the Contract Counterparty and the

Purchaser. Upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title and interest of the Debtors under the applicable Purchased Contracts. The assignment of each of the Purchased Contracts is deemed to be made in good faith under, and is entitled to the protections of, section 363(m) of the Bankruptcy Code.

28. ~~27.~~**Adequate Assurance**. The Purchaser has provided adequate assurance of its future performance under the relevant Purchased Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code (including section 365(b)(3) to the extent applicable). All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of the Purchased Contracts have been satisfied.

29. ~~28.~~**Anti-Assignment Provisions Unenforceable**. No sections or provisions of the Purchased Contracts that purport to (i) prohibit, restrict, or condition the Debtors' assignment of the Purchased Contracts, including, but not limited to, the conditioning of such assignment on the consent of the Contract Counterparty; (ii) authorize the termination, cancellation, or modification of the Purchased Contracts based on the filing of a bankruptcy case, the financial condition of the Debtors or similar circumstances; (iii) declare a breach or default as a result of a change in control in respect of the Debtors; or (iv) provide for additional payments, penalties, conditions, renewals, extensions, charges, other financial accommodations in favor of the non-Debtor third party to the Purchased Contracts, or modification of any term or condition upon the assignment of a Purchased Contract or the occurrence of the conditions set forth in subsection (ii) above, shall have any force and effect, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e). The entry

of this Sale Order constitutes the consent of the Contract Counterparty to the assumption and assignment of such agreements without the necessity of obtaining such party's consent, written or otherwise, to such assumption or assignment. All Purchased Contracts shall remain in full force and effect, without existing default(s), subject only to payment of the applicable Cure Costs in accordance with the Briggs APA and this Sale Order, and to any amendments or modifications agreed to between the Contract Counterparty and the Purchaser.

30. ~~29.~~**No Fees for Assumption and Assignment**. Other than Assumed Liabilities, there shall be no rent accelerations, penalties, assignment fees, increases or any other fees charged to the Purchaser, its successors or assigns, or the Debtors as a result of the assumption and assignment of the Purchased Contracts.

31. ~~30.~~**Cure Costs**. Payment of the Cure Costs on or before the Closing Date by Purchaser as set forth on *Schedule 1.3(c)* to the Briggs APA (or such other amount or such other terms as may be agreed to by the Purchaser and the Contract Counterparties to the applicable Purchased Contracts) in accordance with the Briggs APA is hereby authorized and directed. All defaults or other obligations shall be deemed cured and shall no longer exist upon the payment or other satisfaction of such Cure Costs (i) against which no timely objections have been properly filed and served (or if filed and served, overruled) in accordance with the Assumption and Assignment Notices (ii) as may be agreed to by the Purchaser and the Contract Counterparty to the Purchased Contract, or (iii) otherwise ordered by the Court. For the avoidance of doubt, the Contract Counterparty shall not be entitled to a claim against the Debtors or the Debtors' estates for any such default. Except for the Cure Costs for the Purchased Contracts set forth on the Assumption and Assignment Notices (or such other amount as may be agreed to by the Purchaser and the Contract Counterparty to the Purchased Contract or otherwise ordered by the Court), there

are no defaults existing under the Purchased Contracts, nor shall there exist any event or condition existing on the Closing Date which, with the passage of time or giving of notice, or both, would constitute such a default.

32. ~~31.~~**Notice of Assumption and Assignment**. In accordance with the Assumption and Assignment Procedures, the Debtors have filed and served the Assumption and Assignment Notice on the Contract Counterparties identified on the schedule attached thereto. The schedule to the Assumption and Assignment Notices included (i) the title or description of the Purchased Contracts, (ii) the name of the counterparty to the Purchased Contracts, (iii) any applicable Cure Costs, (iv) a notice that the Purchased Contract may be assumed by the Debtors and assigned to the Successful Bidder submitting the highest or otherwise best bid for the Debtors' assets, and (v) the deadline by which the Contract Counterparty must file an objection to the proposed assumption and assignment. No other or further notice is required.

33. ~~32.~~The Contract Counterparties to the Purchased Contracts, that did not timely file and serve an objection in accordance with the Assumption and Assignment Procedures shall be barred from objecting, or asserting monetary or non-monetary defaults, with respect to any the Purchased Contracts, and the Purchased Contracts shall be deemed assumed by the Debtors and assigned to the Purchaser on the Closing Date pursuant to this Sale Order. All Claims of the Contract Counterparties to the Purchased Contracts that is assumed by the Purchaser which arise from or are related to such Contract Counterparties' Purchased Contracts shall be void, and all proofs of claim filed by such Contract Counterparty, whether filed prior to or after the date of entry of this Sale Order, asserting a claim that arises from or is related to such Contract Counterparty's Purchased Contract, shall be deemed automatically expunged from the Debtors' registry of claims without the need for any further action.

34. ~~33.~~**Direction to Contract Counterparties**. The Contract Counterparties shall cooperate and expeditiously execute and deliver, upon the reasonable request of the Debtors, and shall not charge the Debtors or the Purchaser for, any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale involving the Purchaser.

35. ~~34.~~Nothing in this Sale Order, the Motion, the Assumption and Assignment Notices (as amended from time to time), or any notice or any other document is or shall be deemed an admission by the Debtors that any contract is an executory contract or, unless otherwise specified in the Briggs APA, must be assumed and assigned pursuant to the Briggs APA, in order to consummate the Sale.

36. ~~35.~~**Failure to Specify Provisions**. The failure specifically to include any particular provisions of the Briggs APA or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Purchaser that the Briggs APA and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order. Likewise, all of the provisions of this Sale Order are non-severable and mutually dependent.

37. ~~36.~~**Failure to Enforce Purchased Contracts**. The failure of the Debtors or the Purchaser at any time to enforce one or more terms or conditions of the Purchased Contracts shall not constitute a waiver of any such terms or conditions, or of the Debtors' or the Purchaser's rights to enforce every term and condition of the Purchased Contracts.

38. ~~37.~~**No Waiver of Rights Under the Cash Collateral Order**. Nothing in this Sale Order shall be deemed to waive, release, extinguish, or estop the Debtors, their estates or their

creditors, or the Committee from asserting, or impairing or diminishing such rights to assert, any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any Excluded Asset or other assets of the Debtors remaining after the completion of the Closing.

39. ~~38.~~Notwithstanding anything to the contrary in this Sale Order, the Adequate Protection Liens and Prepetition Liens shall attach to the proceeds of the Purchased Assets according to the priorities set forth in the Cash Collateral Order. Nothing in this Sale Order shall (i) be deemed a waiver of the rights and remedies of the Prepetition Agents for the benefit of the Prepetition Secured Parties under the Cash Collateral Order; (ii) affect in any way the validity, perfection, priority or enforcement of the liens and claims granted to the Prepetition Agents for the benefit of the Prepetition Secured Parties pursuant to the Cash Collateral Order; (iii) affect or limit in any way the validity, perfection, priority or enforcement of the Prepetition Liens or the Adequate Protection Liens or any other rights and protections granted to the Prepetition Secured Parties under the Cash Collateral Order; or (iv) (a) constitute a finding as to the validity, priority, extent or perfection of, the Prepetition Secured Obligations or Prepetition Liens, (b) shorten, limit or otherwise affect the Committee's rights under paragraph 17 of the Cash Collateral Order, or (c) waive or impair any right of the Debtors or the Committee, if any, under 506(c) of the Bankruptcy Code to seek to surcharge the Prepetition Collateral. Notwithstanding anything herein, all proceeds generated from the Sale shall remain subject to the Prepetition Liens and Adequate Protection Liens in the same validity, priority and enforceability as existed pre-Sale.

40. ~~39.~~**Good Faith Deposits**. The Good Faith Deposits shall be returned to each Qualified Bidder as set forth in the Bidding Procedures, *provided that*, in accordance with the Briggs APA, the Good Faith Deposit of the Purchaser shall be retained by the Debtors in

accordance with Section 1.7 of the Briggs APA in the event that they are entitled to terminate the Briggs APA pursuant to Section 7.1(d) or Section 7.1(f) of the Briggs APA.

41. ~~40.~~**Assumption of Existing Lease Obligations**. Notwithstanding anything in this Order or the Purchase Agreement stating otherwise, the Purchaser shall be liable for the payment and performance of obligations under Assumed Leases (as defined in the Briggs APA) as and to the extent they become due or payable from and after the date of Closing, including, without limitation, any real estate taxes, utilities, insurance, common area maintenance and other repair and maintenance obligations, environmental obligations and indemnification obligations, regardless of whether such obligations arose or are attributable to the period prior to the Closing.

42. **Removal of Certain Purchased Assets**. The definition of Cash Consideration (as defined in the Briggs APA) shall be deleted and replaced with $6,230,147.90 on account of the removal of the following receivables listed on Schedule 1.1(n) of the Briggs APA: (a) NSWC IHEODTD (Navy) – VKDVA000813 – $50,783.29; (b) Homeland Security Investigations – V2155419 – $3,400.00; and (c) Department of the Air Force – V2300164 – $119.81.

43. ~~41.~~**Reservation of United States Rights**. Notwithstanding any provision to the contrary in this Sale Order or any other document related to the Sale, nothing shall:

i. Release, nullify, preclude or enjoin the enforcement of any police or regulatory power or any liability that any entity would be subject to as the owner, lessor, lessee or operator of property that such entity owns, operates or leases after the date of entry of this Sale Order, except the Purchaser shall not be liable, as a successor to the Debtors and to the extent provided under 11 U.S.C. § 363(f), for any claims against the Debtors arising under the False Claims Act ~~(FCA)~~, 31 U.S.C. §§ 3729~~—~~-3733, which arose or accrued prior to Closing;

ii. affect the setoff or recoupment rights of the United States;

iii. confer exclusive jurisdiction to the Bankruptcy Court with respect to the United States, except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code);

iv. authorize the assumption, assignment, sale or other transfer of any federal (a) grants, (b) grant funds, (c) contracts, (d) agreements, (e) awards, (f) task orders, delivery orders, purchase orders, or other orders, (g) property, (h) intellectual property, (i) patents, (j) leases, (k) certifications, (l) applications, (m) registrations, (n) billing numbers, (o) national provider identifiers, (p) provider transaction access numbers, (q) licenses, (r) permits, (s) covenants, (t) inventory, (u) guarantees, (v) indemnifications, (w) data, (x) records, or (y) any other interests belonging to the United States (collectively, "Federal Interests") without compliance by the Debtors and any ~~P~~purchaser or assignee with all terms of the Federal Interests and with all applicable non-bankruptcy law;

v. be interpreted to set cure amounts or to require the United States to novate, approve or otherwise consent to the sale, assumption, assignment or other transfer of any Federal Interests, or deem the United States to have consented to any of the foregoing or to any cure amount, including under the Bidding Procedures Order, the Assumption and Assignment Notice, the Notice of Auction Results [Docket No. 437], or any supplemental notice;

vi. affect any right of the United States to terminate any federal contract, agreement, award, or order, or any request by the United States for relief from the automatic stay;

vii. waive, alter or otherwise limit the United States' property rights; ~~or~~

viii. expand the scope of 11 U.S.C. § 525~~.~~;

ix. constitute a finding of adequate assurance of future performance under any federal contract, agreement, award, or order; or

x. authorize the transfer of any claim against the United States, including any account receivable or other right to payment under a federal contract, agreement, award, or order, except in compliance with 31 U.S.C. § 3727 and 41 U.S.C. § 6305.

44. ~~42.~~In the event of an inconsistency or conflict between any provision of any purchase agreement and any provision of this Sale Order, as to the United States, the provisions of this Order and federal law shall govern.

45. ~~43.~~**Reservation of Rights of Bering Straits Professional Services, LLC**. Notwithstanding anything to the contrary in this Sale Order, the Briggs APA, or any related document, neither entry of this Sale Order nor consummation of the Sale shall constitute consent by Bering Straits Professional Services, LLC ("BSPS") to the assumption or assignment of Basic Ordering Agreement No. BSPS-2610035-KDAC, including any applicable task orders (collectively, the "BSPS Agreement"), or a determination that the BSPS Agreement is assignable without compliance with applicable requirements of section 365 of the Bankruptcy Code and applicable non-bankruptcy law. BSPS expressly reserves all rights to object to the proposed assumption and assignment of the BSPS Agreement, including with respect to (i) assignability under section 365(c)(1) of the Bankruptcy Code; (ii) any applicable governmental consent, approval, or other requirements relating to the proposed assignment or performance of the BSPS Agreement; (iii) cure of defaults and compensation for actual pecuniary losses under section

365(b); and (iv) adequate assurance of future performance under section 365(f)(2). Notwithstanding paragraphs 2, 12, 25 through ~~33~~34 of this Sale Order, the BSPS Agreement shall not be deemed assumed or assigned, and BSPS shall not be deemed to have consented to any such assumption or assignment or waived any objection thereto, unless and until the parties reach a written agreement concerning such assumption and assignment or the Court enters a further order authorizing such assumption and assignment following notice to BSPS and an opportunity to be heard. Nothing herein constitutes a determination concerning the existence or enforceability of any alleged default, termination right, assignment restriction, or governmental approval requirement, and all parties' rights with respect thereto are reserved, subject to applicable bankruptcy law.

46. **Resolution of Thermo Entities' Cure Objection**. Notwithstanding any provisions to the contrary herein and the provisions of Section 365, in connection with the assumption and assignment of that certain Distributor Agreement by and among Debtors and Thermo Scientific Portable Analytical Instruments Inc., Thermo Eberline LLC, and Thermo Environmental Instruments LLC (collectively "Thermo"), the amount of the cure being paid by Briggs (the "Stipulated Thermo Cure") is, upon the agreement of the Debtors, Briggs and Thermo, set forth on Schedule 1.3(c) of the Asset Purchase Agreement an amount less than (A) the Cure Amount set forth in Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases In Connection with Sale of Substantially All Assets [Docket No. 252] ("Cure Notice") and (B) the amount of $9,518,577.57 specified as the cure amount due in Thermo's Limited Objection and Reservation of Rights [Docket No. 276]. Thereon, Debtors, Briggs and Thermo have agreed, and it is hereby Ordered, that the difference between the Stipulated Thermo Cure being paid by Briggs and the Cure Amount in the Thermo

ROR/Cure Notice shall remain an unsecured claim against the Debtors' estates, and shall be allowed as an unsecured claim against the Debtors notwithstanding any provisions to the contrary in this Order, Sections 365 or 502. Additionally, the assumption and assignment is conditioned upon Briggs completing Thermo's normal vetting process. In the event that Briggs is ineligible to do business with Thermo, the proposed assumption and assignment shall be void and any cure payments remitted by Briggs shall be returned to Briggs.

47. **Reservation of Rights of Oracle America, Inc.** Notwithstanding anything to the contrary in this Order or the Briggs APA, no contract between the Debtor and Oracle America, Inc., successor in interest to NetSuite, Inc. ("Oracle"), shall be transferred without Oracle's written consent. In addition, no provision of this Order or the APA shall authorize (1) the transfer of any Oracle license agreement to any third party; or (2) use of any Oracle license agreement that is inconsistent with the relevant license grant including, but not limited to, exceeding the number of authorized users, shared use or license splitting, absent Oracle's express prior written consent. Arguments, including related to assumption, assignment and/or cure of any Oracle agreements are adjourned to a later date and Oracle's rights regarding these issues are preserved.

48. **Reservation of Rights of Three Four Three, LLC.** Notwithstanding anything to the contrary in the Briggs APA and schedules thereto, the Sale Order, or any other asset purchase agreement, bill of sale or assignment, the Purchased Assets do not include, and the sale does not sell, assign, transfer, convey, or grant to Purchaser or the Back-up Bidder any ownership interest, license, sublicense, or other right in or to the intellectual property licensed to the Debtors by Three Four Three, LLC ("Three Four Three") under that certain Copyright & IP Acquisition Agreement entered by and between debtor Noble Supply & Logistics, LLC and Three Four Three, including but not limited to related goodwill, patent and copyright registrations, applications and renewals

(the "Three Four Three IP"). Three Four Three retains all right, title, and interest in the Three Four Three IP.

49. **Amendment to Schedule 1.1(f) of Briggs APA**. Schedule 1.1(c) of the Briggs APA shall be amended to reflect the deletion of the following assets from the definition of Transferred Intellectual Property: BatteryIQ and BioIQ.

50. ~~44.~~**Binding Order**. This Sale Order shall be binding upon and govern the acts of all persons and entities, including, without limitation, the Debtors, the Purchaser, and their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a chapter 7 case if any of these cases is converted from chapter 11, all creditors of the Debtors (whether known or unknown), all non-Debtor parties to any Purchased Contracts, all Governmental Authorities, filing agents, filing officers, title agents, recording agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets. Subject to and conditioned upon the Closing, the Briggs APA and the Sale shall not be subject to rejection or avoidance under any circumstances. This Sale Order and the Briggs APA shall inure to the benefit of the Debtors, their estates, their creditors, the Purchaser and their respective successors and assigns.

51. ~~45.~~**No Stay of Order**. The provisions of Bankruptcy Rules 6004 and 6006, and to the extent applicable under Bankruptcy Rules, Rules 54(b) and 62(a) of the Federal Rules of Civil Procedure, staying the effectiveness of this Sale Order for fourteen (14) days are hereby waived, and this Sale Order shall be effective and enforceable immediately upon entry and its provisions

shall be self-executing. Any party desiring to appeal this Sale Order must exercise due diligence in filing an appeal, pursuing a stay and obtaining a stay prior to the Closing, or risk its appeal being foreclosed as moot.

52. ~~46.~~**Lift of Automatic Stay**. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court, to allow the Purchaser to deliver any notice provided for in the Briggs APA and allow the Purchaser to take any and all actions permitted under the Briggs APA, as applicable.

53. ~~47.~~**Retention of Jurisdiction**. The Court shall retain jurisdiction to (i) interpret, implement and enforce the terms and provisions of this Sale Order, the Bidding Procedures Order, and the Briggs APA, including all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith, in all respects, (ii) decide any disputes concerning this Sale Order, the Briggs APA or the rights and duties of the parties hereunder or thereunder or any issues relating to the Briggs APA and this Sale Order including, but not limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Purchased Assets and any Purchased Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, and (iii) enforce the injunctions set forth herein.

54. ~~48.~~**Further Assurances**. From time to time, as and when requested by the other, the Debtors and the Purchaser, as the case may be, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale with respect to the Purchaser under the Briggs APA, including, without

limitation, such actions as may be necessary to vest, perfect or confirm, or record or otherwise, in the Purchaser its right, title and interest in and to the Purchased Assets and the Purchased Contracts, as applicable, subject to the provisions of the Briggs APA.

55. ~~49.~~**Governing Terms**. Unless otherwise provided herein, to the extent this Sale Order is inconsistent with the terms of the Briggs APA (including all ancillary documents executed in connection with the Briggs APA), this Sale Order shall govern.

56. ~~50.~~**Headings**. The headings in this Sale Order are for purposes of reference only and shall not limit or otherwise affect the meaning of the Sale Order.

EXHIBIT A

Briggs APA