Docket #0280 Date Filed: 10/02/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

ARCHER & GREINER, P.C.
Stephen M. Packman, Esq.
Douglas G. Leney, Esq.
Natasha M. Songonuga, Esq.
Alexander J. Andrews, Esq.
(Admitted *Pro Hac Vice*)
1025 Laurel Oak Road
Voorhees, NJ 08043
Telephone: (856) 795-2121
Facsimile: (856) 795-0574
Email: spackman@archerlaw.com
dleney@archerlaw.com
nsongonuga@archerlaw.com
aandrews@archerlaw.com

Attorneys for the Debtors

Order Filed on October 2, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In re:

POOLIN TECHNOLOGY PTE. LTD., *et al.*, [1]

Debtors.

Case No. 26-18325 (EJO)

Chapter 11

(Jointly Administered)

Judge: Eamonn J. O'Hagan

ORDER (I) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM UNDER THE RAPTOR BASIN LLC AND MESQUITE FALCON LLC ASSET PURCHASE AGREEMENTS, (II) APPROVING THE SALE OF THE PURCHASED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF THE ASSIGNED CONTRACTS TO PURCHASERS AND ESTABLISHING CURE AMOUNTS RELATED THERETO IN ACCORDANCE WITH THE ASSUMPTION AND ASSIGNMENT PROCEDURES, AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through forty-nine (49), is

ORDERED.

DATED: October 2, 2026

Honorable Eamonn J. O'Hagan
United States Bankruptcy Judge

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' feder Pte. Ltd., a Singapore Private Limited Company; Lonestar Dream Inc. (5105); and Lonestar service address for purposes of these Chapter 11 Cases is: c/o Michael DuFrayne, CRO, 25(08648.

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Upon the *Debtors' Amended Motion for Entry of (I) an Order (A) Approving Certain Bidding Procedures and the Form and Manner of Notice Thereof, (B) Authorizing the Debtors to Designate the Stalking Horse Bidder, (C) Scheduling an Auction and a Hearing on the Approval of the Sale of Substantially All of the Debtors' Assets, (D) Authorizing the Debtors to Enter Into the Purchase Agreements, (E) Establishing Certain Assumption and Assignment Procedures and Approving the Manner of Notice Thereof, and (F) Granting Related Relief; and (II) an Order (A) Authorizing the Sale of Substantially All of the Debtors' Assets Free and Clear of Encumbrances, (B) Approving the Assumption and Assignment of the Potentially Assigned Contracts, and (C) Granting Related Relief* [Docket No. 30] (the "Motion")[2] seeking, among other things, entry of an order (this "Sale Order"); and the Court having previously entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Designate the Stalking Horse Bidder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of or Rejection of Designated Executory Contracts and Unexpired Leases, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [Docket No. 138] (the "Bid Procedures Order"); and Raptor Basin LLC (the "Tarbush Purchaser") having submitted the highest or best bid for the Tarbush Assets pursuant to that certain Asset

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

Purchase Agreement, dated as of September 21, 2026, by and between Lonestar Dream Inc., a Delaware corporation ("Lonestar Dream"), as seller, and Lonestar Taproot LLC, a Delaware limited liability company, ("Lonestar Taproot," and, together with Lonestar Dream, in their capacities as such, the "Tarbush Sellers"), as seller, and Raptor Basin LLC, a Delaware limited liability company, as buyer (including all exhibits annexed thereto, and as from time to time modified, supplemented, or amended in accordance with the terms thereof the "Tarbush APA"), and Mesquite Falcon LLC (the "Pyote Purchaser," and, together with the Tarbush Purchaser, the "Purchasers" and each a "Purchaser") having submitted the highest or best bid for the Pyote Assets pursuant to that certain Asset Purchase Agreement, dated as of September 21, 2026, by and between Lonestar Dream, as seller, and Lonestar Taproot, as seller (together, in their capacities as such, the "Pyote Sellers," and, collectively with the Tarbush Sellers, the "Sellers"), and Mesquite Falcon LLC, a Delaware limited liability company, as buyer (including all exhibits annexed thereto, and as from time to time modified, supplemented, or amended in accordance with the terms thereof the "Pyote APA," and, together with the Tarbush APA, the "APAs" and each an "APA"), with each APA substantially in the forms attached as **Exhibits A** and **B** to the letter from the Debtors to the Court, dated October 1, 2026 and filed at Docket No. 276 (it being understood that the prior asset purchase agreements between the Sellers and Purchasers attached as amended **Exhibit C** to the *Supplemental Declaration of Michael DuFrayne Regarding Auction Result and in Support of Approval of Sale of Substantially All of the Debtors' Assets* [Docket No. 240, as

amended at Docket No. 247] are rescinded, superseded, and replaced in their entirety and of no further force or effect); and upon consideration of the First Day Declaration and additional support submitted by the Debtors; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion and proposed Sale Order having been given under the particular circumstances; and it appearing that no other or further notice is necessary; objections to the Sale having been filed with the Court and raised on the record by certain parties; and this Court having held a hearing on September 29, 2026 (the "September 29 Hearing"); and this Court having entered the *Order (I) Amending the Bidding Procedures Order, (II) Approving Supplemental Bidding and Auction Procedures, (III) Scheduling a Further Auction and Sale Hearing, and (IV) Granting Related Relief* [Docket No. 272] (the "Amended Bid Procedures Order"), which, among other things, approved supplemental bidding procedures and scheduled a further auction to be conducted before this Court, in open court, on October 2, 2026, to be immediately followed by the hearing to consider approval of the Sale; and a full, fair, and equal opportunity to bid in open court at the October 2, 2026 Auction having been afforded to all parties, and no party other than the Purchasers having submitted a bid by the

deadline established under the Amended Bid Procedures Order, as a result of which the October 2, 2026 Auction did not proceed; and this Court having held the hearing to consider approval of the Sale on October 2, 2026 (the "Sale Hearing") to approve the Sale and the APAs; and the Court having reviewed and considered (i) the Motion, (ii) all objections filed with the Court (each, an "Objection" and, collectively, the "Objections") with any informal objections received by the Debtors, and (iii) the arguments of counsel and the evidence and testimony proffered or adduced at the September 29 Hearing and the Sale Hearing; and upon the record of the Sale Hearing, and all other pleadings and proceedings in the Chapter 11 Cases, the Court being satisfied that the relief requested in the Motion is necessary and in the best interests of the Debtors, their estates, creditors, and all parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Petition Date, Jurisdiction, Venue, and Final Order. On July 22, 2026 (the "Petition Date"), the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. This Court has jurisdiction over these Chapter 11 Cases, the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey*, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.). This is

a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory Predicates. The statutory and legal predicates for the relief requested in the Motion and provided for herein are (i) sections 105, 363, 365, and 541 of title 11 of the Bankruptcy Code (the "Bankruptcy Code"); (ii) Bankruptcy Rules 2002, 6003, 6004, and 6006; and (iii) Local Rules 2002-1 and 6004-1. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 6004-1, 6004-2, 9013-1, and 9013-2(c) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of New Jersey (the "Local Rules"), and to any extent necessary under Bankruptcy Rule 9014 and Federal Rule of Civil Procedure 54(b), as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order and expressly directs entry of judgment as set forth herein.

C. Findings and Conclusions and Final Order. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

D. Notice and Opportunity to Be Heard.

i) As evidenced by the Sale Notice, the Notice of Winning Bidder, the Bid Procedures Order, the Notice of Sale Order [Docket No. 199], and affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Sale Hearing, the APAs, entry of this Sale Order, and the Sale has been provided in accordance with sections 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, and Local Rule 6004-3. The foregoing notices were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Sale Hearing, the APAs, and the Sale is required.

ii) In accordance with the Bid Procedures Order and the Assumption and Assignment Procedures (as described therein), the Debtors have served Assumption and Assignment Notices (including Supplemental Assumption and Assignment Notices) indicating their intent to assume and assign certain executory contracts and unexpired leases as contained therein (collectively, the "Contracts") and of the cure amounts ("Cure Amounts") upon each counterparty to such Contracts. The service and provision of such Assumption and Assignment Notices was good, sufficient, and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Contracts or establishing Cure Amounts for the respective Contracts. Pursuant to the Assumption and Assignment Procedures, counterparties to the Contracts have had an adequate opportunity to object to assumption and assignment of the applicable Contracts and the cure amounts set forth in the Assumption and

Assignment Notice. A schedule identifying the Contracts assumed and assigned to each Purchaser pursuant to each of the APAs is attached hereto as **Exhibit A** (collectively, the "Assigned Contracts"). A reasonable opportunity to object or to be heard regarding the relief requested in the Motion, including objections, if any, to the Debtors' proposed assumption and assignment of the Contracts, the Cure Amounts, and adequate protection to be provided by the Purchasers was afforded to all interested persons and entities.

E. Sound Business Purpose. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of the Motion. The approval of and entry into the Sale, the APAs and any ancillary agreements thereto, and the Sale of the Purchased Assets to the Purchasers, (i) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors' business judgment and a proper exercise of the fiduciary duties of the Debtors and their directors and officers; (ii) provide value and are beneficial to the Debtors' estates, and are in the best interests of the Debtors, their estates, and their stakeholders; and (iii) are reasonable and appropriate under the circumstances. Business justifications for entry into the Sale and the APAs include, without limitation, the following: (i) each APA constitutes the highest or otherwise best offer received for the applicable Purchased Assets; (ii) the APAs present the best opportunity to maximize the value of the Purchased Assets on a liquidation basis and to avoid decline and devaluation as a result of delay; (iii) failure to consummate the Sale expeditiously, as

provided under the APAs, could materially diminish creditor recoveries; and (iv) the immediate consummation of the Sale is necessary to maximize the value of the Debtors' estates.

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

G. Receipt of Qualified Bids and Conduct of the Auction. In accordance with the Bidding Procedures and the Bid Procedures Order, the Debtors solicited bids for the Purchased Assets and, prior to the Bid Deadline established therein, received one or more timely, Qualified Bids for the Purchased Assets, including the bids submitted by the Purchasers. On September 10, 2026, the Debtors, in consultation with the Committee and their advisors, conducted an auction with respect to the Purchased Assets (the "Auction") in accordance with, and as contemplated by, the Bidding Procedures and the Bid Procedures Order. The Auction was conducted openly, and all Qualified Bidders participating therein were afforded a full, fair, and reasonable opportunity to increase or improve their bids for the Purchased Assets. The Auction was conducted in a non-collusive, fair, and good-faith manner and in compliance in all respects with the Bidding Procedures and the Bid Procedures Order. After the conclusion of the Auction, and in the exercise of their sound business judgment and in consultation with the Committee, the Debtors identified

the APAs submitted by the Purchasers in the aggregate amount of up to $180 million, consisting of (i) an upfront purchase price of $100 million in the aggregate paid at the sale closings (with $74 million paid at the closing of the Tarbush APA, and $26 million paid at the closing of the Pyote APA) and (ii) certain "Milestone Payments" (as defined in the respective APAs) of an additional $80 million paid subject to the satisfaction of certain terms and conditions set forth in the respective APAs, as the highest or otherwise best bids received for the Purchased Assets (collectively, the "Winning Bid," and the Purchasers, the "Winning Bidders"). The determination of the Debtors that the Winning Bid represents the highest or otherwise best offer for the Purchased Assets is a valid and sound exercise of the Debtors' business judgment.

H. Back-Up Bidders. After the conclusion of the Auction, the Debtors, in consultation with the Committee, further identified the next-highest or otherwise best Qualified Bids received for the Purchased Assets submitted by: (a) Digipower X Inc. for the Pyote Purchased Assets; and (b) Pecos Industrial Development, LLC for the Tarbush Purchased Assets (collectively, the "Backup Bidders") in the aggregate amounts of (x) $36,500,000 for the Pyote Purchased Assets; and (y) $100,500,000 for the Tarbush Purchased Assets as the backup bids (collectively, the "Backup Bids"), respectively, in accordance with the Bidding Procedures and the Bid Procedures Order. The Backup Bids each constitute a Qualified Bid within the meaning of the Bidding Procedures, and the Backup Bidders are each a Qualified Bidder. Pursuant to, and in accordance with, the Bidding Procedures and the Bid Procedures Order, the Backup Bidders shall each be

required to keep their respective Backup Bids open and irrevocable until the earlier of (a) the Closing of the Sale to the Purchasers, respectively, and (b) the date specified in Article II of each Backup Bidder's respective Asset Purchase Agreement (the "Backup Bid Expiration Date"). The designation of the Backup Bids and the Backup Bidders is a valid and sound exercise of the Debtors' business judgment and is in the best interests of the Debtors, their estates, and all other parties in interest.

I. Highest or Best Value. The Debtors conducted a sale process in accordance with the purpose of obtaining the highest or otherwise best offer for, and have afforded a full, fair, and reasonable opportunity for any interested party to make a higher or otherwise better offer to purchase the Purchased Assets (including assumption of the Assumed Liabilities and Permitted Liens, each as defined in the applicable APA). The Bidding Procedures were substantively and procedurally fair to all parties and the Debtors conducted a fair and open sale process in compliance therewith. The Debtors determined, in their reasonable business judgment and in a manner consistent with their fiduciary duties, in consultation with the Committee, that the Purchasers' Qualified Bid(s), documented in each APA, was the highest or otherwise best Qualified Bid for the applicable Purchased Assets. Consummating the Sale will yield greater value to the Debtors' estates than would have been provided by any other available alternative transaction.

J. Authority to Assume and Perform Under the APAs. The Debtors and the Purchasers have negotiated and undertaken their roles leading to the entry into the APAs in a diligent, non-

collusive, fair, reasonable, and good-faith manner. Approval of the APAs, and the consummation of the Sale contemplated thereby, is in the best interests of the Debtors, their respective creditors, estates, and other parties in interest. The Debtors have demonstrated good, sufficient, and sound business reasons and justifications for entering into the Sale and the performance of their obligations under the APAs. The consummation of the Sale outside a plan of reorganization pursuant to the APAs neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan of reorganization or liquidation for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. Subject to entry of this Sale Order, the Debtors (i) have full corporate power and authority to enter into and perform under the APAs and all other documents contemplated thereby, as applicable, (ii) have all of the power and authority necessary to consummate the Sale, and (iii) have taken all action necessary to authorize and approve the APAs and to consummate the Sale, and no further consents or approvals are required for the Debtors to consummate the transactions contemplated by the APAs, except as otherwise set forth in the applicable APA.

K. Fair Consideration. The consideration the Purchasers will pay under the APAs constitutes (i) fair and reasonable consideration for the Purchased Assets; and (ii) reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act,

and other laws of the United States, any state, territory, possession thereof, or the District of Columbia. The APAs and ancillary Sale documents were not entered into for the purpose of hindering, delaying, or defrauding creditors of the Debtors, and neither the Debtors nor the Purchasers entered into the APAs or ancillary Sale documents fraudulently or otherwise improperly for the purposes of statutory and common law fraudulent conveyance and fraudulent transfer claims under the Bankruptcy Code, the laws of the United States and any state, territory, or possession thereof, including the District of Columbia, or any other applicable laws.

L. Good Faith. The Debtors, the Purchasers, and their respective counsel and other advisors have negotiated and entered into the APAs and each of the transactions contemplated thereby in good faith, without collusion, and from arm's-length bargaining positions. Each Purchaser is a good-faith purchaser and is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code, and, as such, is entitled to all of the protections afforded thereby. The Debtors were free to deal with any other party interested in acquiring all or some of the Purchased Assets. Each Purchaser complied in all respects with the provisions in the Bid Procedures Order in negotiating and entering into the APAs, and the APAs and the transactions described therein comply with the Bid Procedures Order. Neither the Debtors nor the Purchasers have engaged in any conduct that would cause or permit the Sale, the APAs, or any of the transactions contemplated thereby to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code, or that would prevent the application of section 363(m) of the

Bankruptcy Code. The Purchasers have not violated section 363(n) of the Bankruptcy Code by any action or inaction. The Purchasers have not acted in a collusive manner with any person or entity. All payments to be made by the Purchasers and all agreements entered into by the Purchasers and the Debtors under the APAs in connection with the Sale have been disclosed and are appropriate. The APAs were not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors under laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors nor the Purchasers have entered into the APAs or are consummating the Sale with any fraudulent or otherwise improper purpose.

M. Insider Status. The Purchasers are not an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

N. No Merger. Neither the Purchasers nor their past, present, and future subsidiaries, parents, divisions, affiliates, agents, representatives, insurers, attorneys, successors, and assigns, nor any of their respective directors, managers, officers, employees, shareholders, members, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies, or partners (collectively, the "Purchaser Parties") is a continuation of the Debtors or their respective estates, and neither Purchaser is holding itself out to the public as a continuation of the Debtors or their respective estates and the Sale does not amount to a consolidation, merger, or *de facto* merger of either Purchaser and the Debtors.

O. Property of the Estate. Subject to compliance with the DBR Stipulation and Agreed Order[3] between DBR Land LLC and the Debtors and the provisions of paragraphs U and 8 herein, the Purchased Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code, and title thereto is presently vested in the Debtors' estates.

P. Validity of the Sale. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(k), 363(m), 365(b), and 365(f), and all of the applicable requirements of such sections have been complied with in all respects in connection with the Sale. As of the Closing (as defined in the applicable APA) of the Sale, the Sale and transfer of the Purchased Assets and the assignment of the Assigned Contracts to the Purchasers will be a legal, valid, and effective transfer of the Purchased Assets and the Assigned Contracts, and will vest the Purchasers with all right, title, and interest of the Debtors in and to the Purchased Assets and the Assigned Contracts free and clear of all Interests (other than any Permitted Liens and Assumed Liabilities). The Debtors are authorized to execute the APAs and all other documents contemplated thereby, and the Sale has been duly and validly authorized by all necessary corporate action(s) of the Debtors. Upon

[3] The "DBR Stipulation and Agreed Order" refers to the *Stipulation and Agreed Order Regarding Debtors' Amended Motion for Entry of (I) an Order (A) Approving Certain Bidding Procedures and the Form and Manner of Notice Thereof, (B) Authorizing the Debtors to Designate the Stalking Horse Bidder, (C) Scheduling an Auction and a Hearing on the Approval of the Sale of Substantially All of the Debtors' Assets, (D) Authorizing the Debtors to Enter into the Purchase Agreements, (E) Establishing Certain Assumption and Assignment Procedures and Approving the Manner of Notice Thereof, and (F) Granting Related Relief; and (II) an Order (A) Authorizing the Sale of Substantially All of the Debtors' Assets Free and Clear of Encumbrances, (B) Approving the Assumption and Assignment of the Potentially Assigned Contracts, and (C) Granting Related Relief* entered at Docket No. 190.

entry of this Sale Order, other than any consents identified in the applicable APA, no consent or approval from any other person, entity, or legal authority is required to consummate the Sale.

Q. Section 363(f) Is Satisfied. The Sale of the Purchased Assets to the Purchasers, including the Assigned Contracts, under the terms of the APAs, meets the applicable provisions of section 363(f) of the Bankruptcy Code such that the Sale of the Purchased Assets will be free and clear of any and all liens, claims, encumbrances, and other interests, and will not subject the Purchasers to any liability for any claims whatsoever (including, without limitation, under any theory of equitable law, antitrust, or successor or transferee liability) (collectively, "Claims and Interests"), except as expressly provided in the applicable APA with respect to the Assumed Liabilities and any Permitted Liens. All holders of Claims and Interests who did not object or who withdrew their objections to the Sale are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code and all holders of Claims and Interests are adequately protected—thus satisfying section 363(e) of the Bankruptcy Code—by having their Claims and Interests, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they assert Claims and Interests or other specifically dedicated funds in the same order of priority and with the same validity, force, and effect that such holder had prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates. Those holders of Claims and Interests who did object and who have an interest in the Purchased Assets fall under one or more of the other subsections of section 363(f) of the Bankruptcy Code.

R. Assumption and Assignment of the Assigned Contracts.

i) The Debtors have demonstrated that it is a reasonable exercise of their sound business judgment to assume and assign the Assigned Contracts to the Purchasers pursuant to the terms of this Sale Order and the applicable APA, in each case in connection with the consummation of the Sale, and the assumption and assignment of the Assigned Contracts is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Cure Amounts set forth on the Assumption and Assignment Notices, if any, are the sole amounts necessary under section 365 of the Bankruptcy Code to cure all defaults and pay all actual pecuniary losses under the Assigned Contracts, unless otherwise determined by the Court or by agreement of the Debtors and the non-Debtor counterparty, and such assumption and assignment to the Purchasers shall be deemed approved by this Sale Order without further order of this Court.

ii) Pursuant to section 1.1(b) of the applicable APA, the Purchasers may modify the list of the Assigned Contracts after the date of this Sale Order, but no later than the Closing Date (as defined in the applicable APA); *provided, however*, that any Assigned Contracts subject to dispute may be resolved, either by removing such contracts from the list of Assigned Contracts, by the Closing Date. Such modification rights include, but are not limited to, the right of the Purchasers to designate a Contract for assumption by the Debtors and assignment to the Purchasers, as well as for exclusion from the Sale as an Excluded Assets (as defined in the applicable APA). The Purchasers would not have agreed to the Sale without such modification

rights. The notice and opportunity to object provided to counterparties to such Assigned Contracts and to other parties in interest, as set forth in the Bid Procedures Order and in this Sale Order, fairly and reasonably protect any rights that such counterparties and other parties in interest may have with respect to such Assigned Contracts.

iii) The Debtors have met all requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Contracts. The Debtors have (i) cured and/or provided adequate assurance of cure of any default existing prior to the closing under all of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default prior to the closing under any of the Assigned Contracts. The Purchasers have provided adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) and in accordance with the Bidding Procedures to the extent that any such assurance is required and not waived by the counterparties to such Assigned Contracts.

S. Prompt Consummation. The Sale must be approved and consummated promptly to comply with the terms of the APAs, maximize value for the Debtors' estates, and avoid irreparable harm to the Debtors' estates and their stakeholders, including their creditors and customers. Time, therefore, is of the essence in effectuating the APAs. As such, the Debtors and the Purchasers intend to close the sale of the Purchased Assets as soon as reasonably practicable in accordance with the

terms of the APAs. The Debtors have demonstrated immediate and irreparable harm absent entry of this Sale Order and compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the APAs. Accordingly, there is sufficient cause to waive the stay provided in the Bankruptcy Rules 6004(h) and 6006(d) and any other applicable Bankruptcy Rule or Local Rule.

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

U. Modification of the DBR Stipulation and Agreed Order. Entry of this Sale Order shall constitute an agreed modification of the DBR Stipulation and Agreed Order to permit the Debtors to make the following payments in order to obtain limited extensions of the closing date (including, for the avoidance of doubt, the nine (9) month period in paragraph 4 of the DBR Stipulation and Agreed Order) and Settlement Payment deadline beyond November 30, 2026. Except as modified by this paragraph of the Sale Order, all other provisions of the DBR Stipulation and Agreed Order remain in full force and effect.

i. To obtain an extension to December 31, 2026, the Debtors must remit $400,000 to DBR no later than November 30, 2026, which shall be comprised of a $100,000 deposit on the Settlement Payment and a $300,000 extension fee;

ii. To obtain an extension to January 31, 2027, the Debtors must remit an additional $400,000 to DBR no later than December 31, 2026, which shall be comprised of a $100,000 additional deposit on the Settlement Payment and an additional $300,000 extension fee;

iii. To obtain an extension to March 15, 2027, the Debtors must remit an additional $550,000 to DBR no later than January 31, 2027, which shall be comprised of a $100,000 additional deposit on the Settlement Payment and an additional $450,000 extension fee; and

iv. The remainder of the Settlement Payment, minus any deposit received prior to closing, shall be paid upon Closing.

V. Objections. Objections to the Sale were filed with the Court and raised on the record by certain parties. The Court entered the Amended Bid Procedures Order, which approved supplemental bidding procedures and provided for an additional Auction to be conducted before this Court, in open court, on October 2, 2026, to be immediately followed by the Sale Hearing. Each objecting party and each other party in interest received due and sufficient notice of, and a full and fair opportunity to be heard at, the September 29 Hearing and the Sale Hearing and in connection with the Supplemental Bidding Procedures and the October 2, 2026, Auction.

W. The Sale Process Was Fair, Open, and Transparent. The sale process for the Purchased Assets, including the Bidding Procedures, the Bid Procedures Order, the Supplemental Bidding Procedures, and the Auction was at all times fair, open, transparent, non-collusive, and conducted in good faith and in compliance with the Bidding Procedures, the Bid Procedures Order, and the Amended Bid Procedures Order, as applicable. All parties were afforded a full, fair, and

reasonable opportunity to participate in the sale process and to submit bids for the Purchased Assets. The supplemental bidding procedures afforded each party, including each objecting party, an additional, full, and fair, opportunity to participate in the sale process, to submit a bid, and to compete for the Purchased Assets through the October 2, 2026 Auction, to be conducted in open court and on the record. No party other than the Purchasers submitted a bid by the deadline established under the Amended Bid Procedures Order, and, as a result, no competing bid was received, no further bidding occurred, and the October 2, 2026 Auction did not proceed. The results of the sale process are the best evidence of the value of the Purchased Assets, and no party in interest has established any fraud, collusion, or unfair advantage affecting the Auction or the Sale.

X. The Debtors' determination, in consultation with the Committee, to qualify additional parties that complied with the applicable requirements to participate in the October 2, 2026 Auction was a reasonable and good-faith exercise of the Debtors' business judgment, was authorized by the Bid Procedures Order and the Amended Bid Procedures Order, and enhanced the competitiveness of the sale process for the benefit of the Debtors' estates and creditors. The Debtors, in consultation with the Committee and with the assistance of their respective advisors, conducted the Auction in good faith, at arm's length, without collusion, in compliance with the Bid Procedures Order, and in a sound exercise of the Debtors' business judgment consistent with their fiduciary duties.

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

General Provisions

1. The Motion is **GRANTED**, as set forth herein.

2. All objections to, or reservations of rights with respect to, the Motion or the relief requested therein, including all Objections filed with the Court and all objections and reservations of rights raised on the record at the September 29 Hearing or the Sale Hearing, that have not been withdrawn, waived, or otherwise resolved, are overruled and denied on the merits. All persons and entities who did not object or who have withdrawn their objections to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

3. The APAs and all transactions contemplated thereby, including the Sale, are **APPROVED** in all respects. The failure to specifically include any particular provision of the APAs or the transactions contemplated thereby in this Sale Order shall not diminish or impair the effectiveness of such provision.

4. The Court's findings of fact and conclusions of law in the Bid Procedures Order, the record of the Sale Hearing, and the findings of fact recited above are incorporated herein by reference.

5. The Winning Bids submitted by the Purchasers, and the designation of the Purchasers as the Winning Bidder for the Purchased Assets, is APPROVED. The Backup Bids submitted by the Backup Bidders, and the designation of Backup Bidders as the Backup Bidders

for the Purchased Assets, is APPROVED. Each Backup Bidder shall keep its respective Backup Bid open and irrevocable through the Backup Bid Expiration Date, as applicable. In the event one or more of the Purchasers fails to consummate the Sale in accordance with the terms of the applicable APA on or before the Backup Bid Expiration Date, the Debtors are authorized, but not directed, without further order of the Court, to (a) deem the respective Backup Bid the Winning Bid, (b) deem the respective Backup Bidder the Winning Bidder, and (c) consummate the Sale of the corresponding Purchased Assets to the corresponding Backup Bidder on the terms set forth in such Backup Bidder's Backup Bid and in accordance with the Bidding Procedures and the Bid Procedures Order, and all of the protections, releases, and injunctions afforded to the Purchasers under this Sale Order, including, without limitation, the protections under section 363(m) of the Bankruptcy Code and the free and clear provisions of section 363(f) of the Bankruptcy Code, shall apply with equal force to the Backup Bidder as if it were the Purchasers hereunder.

Transfer of the Purchased Assets As Set Forth in the APAs; Injunction

6. Pursuant to sections 363 and 365 of the Bankruptcy Code, the Debtors are authorized and directed to take any and all actions necessary and appropriate to (a) consummate the transactions contemplated by the APAs in accordance with the terms thereof; (b) sell the Purchased Assets to the Purchasers for the purchase price in accordance with the terms of this Sale Order and the APAs; and (c) otherwise execute and deliver, perform under, consummate, implement, and effectuate, and take any and all other actions as may be reasonably necessary or

appropriate to the performance of their respective obligations under the terms of the APAs, in each case, without further notice to or order of this Court. The transactions authorized herein shall be of full force and effect, regardless of any Debtor's lack or purported lack of good standing in any jurisdiction in which such Debtor is formed or authorized to conduct business.

7. The DBR Stipulation and Agreed Order is hereby modified to permit the Debtors to make the following payments in order to obtain limited extensions of the closing date (including, for the avoidance of doubt, the nine (9) month period in paragraph 4 of the DBR Stipulation and Agreed Order) and Settlement Payment deadline beyond November 30, 2026. Except as modified by this paragraph of the Sale Order, all other provisions of the DBR Stipulation and Agreed Order remain in full force and effect.

i. To obtain an extension to December 31, 2026, the Debtors must remit $400,000 to DBR no later than November 30, 2026, which shall be comprised of a $100,000 deposit on the Settlement Payment and a $300,000 extension fee;

ii. To obtain an extension to January 31, 2027, the Debtors must remit an additional $400,000 to DBR no later than December 31, 2026, which shall be comprised of a $100,000 additional deposit on the Settlement Payment and an additional $300,000 extension fee;

iii. To obtain an extension to March 15, 2027, the Debtors must remit an additional $550,000 to DBR no later than January 31, 2027, which shall be comprised of a $100,000 additional deposit on the Settlement Payment and an additional $450,000 extension fee; and

iv. The remainder of the Settlement Payment, minus any deposit received prior to closing, shall be paid upon Closing.

8. Subject to compliance with the DBR Stipulation and Agreed Order and the provisions of paragraphs U and 8 herein, pursuant to sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, upon Closing, all of the Debtors' right, title, and interest in and to, and possession of, the Purchased Assets, including any Assigned Contracts, shall be transferred to the Purchasers, free and clear of any and all Claims and Interests, with all such Claims and Interests to attach solely to the proceeds of the Purchased Assets in the order of their priority, with the same force, effect, and validity that they had immediately prior to the entry of this Sale Order, subject to any rights, claims, or defenses the Debtors may have with respect thereto, *except* with respect to any Assumed Liabilities or Permitted Liens allowed under the APAs. Such transfer shall constitute a legal, valid, binding, and effective transfer of the Purchased Assets.

9. The Debtors are authorized and directed to pay, from the proceeds of the Sale at or as soon as reasonably practicable after Closing, subject to any Court approval required and upon prior notice to the Committee (a) all reasonable and documented costs and expenses payable by the Debtors in connection with the Sale (including any brokerage commissions and escrow, title, recording, and similar charges), (b) the Permitted Liens and any other valid, perfected, and unavoidable liens against the Purchased Assets, and (c) the Settlement Payment pursuant to the DBR Stipulation and Agreed Order, in each case to the extent and in the order of priority required by the APAs and applicable law solely to the extent necessary to deliver free and clear title to the properties. All other Claims and Interests shall attach to the net proceeds of the Sale with the same

validity, priority, force, and effect as they attached to the Purchased Assets immediately prior to Closing, subject to any rights, claims, and defenses of the Debtors and their estates. Nothing in this Sale Order shall be construed to dictate the distribution of the Sale proceeds among classes of creditors or to approve any distribution other than in the order of lien priority. No proceeds of the Sale shall be distributed, disbursed, released, or otherwise transferred from the Debtors' estates to any creditor, party in interest, or other person or entity absent further order of this Court upon notice to the Committee, except as made in accordance with the Approved Budged. "Approved Budget" means a written budget prepared by the Debtors setting forth in reasonable detail the anticipated post-Closing receipts, disbursements, and distributions of the Debtors' estates for the period covered thereby, which budget has been provided to the U.S. Trustee (email being sufficient, and whose approval shall not be required) and has been reviewed and approved in writing by the Committee; *provided that* such Approved Budget may be amended, modified, supplemented, or subject to any variance from time to time, in each case with the prior written consent of the Committee and upon notice to the U.S. Trustee (email being sufficient), or, absent such Committee consent, upon further order of this Court; provided further that the Approved Budget shall terminate upon the earlier of the Approved Budget terms and time period set forth therein or the Effective Date of any plan confirmed in these cases.

10. As set forth in the APAs, the Purchasers are not acquiring any of the Excluded Assets or assuming any of the Excluded Liabilities.

11. Except as expressly set forth in the APAs related to the Purchased Assets, all claims and causes of action of the Debtors and their estates, including, without limitation, all avoidance claims and causes of action arising under chapter 5 of the Bankruptcy Code and any applicable state law, and the proceeds thereof, are not Purchased Assets, are expressly reserved and retained by the Debtors and their estates for the benefit of their creditors, and are not released, waived, transferred, discharged, or otherwise impaired by this Sale Order or the consummation of the Sale.

12. Except for (a) the Assumed Liabilities expressly set forth in the APAs or described therein or (b) the Permitted Liens expressly set forth in the APAs, none of the Purchasers, their successors or assigns, or any of their respective affiliates shall have any liability for any Claims and Interests that (x) arose prior to the Closing Date, or (y) are otherwise assertable against the Debtors or the Purchased Assets prior to the Closing Date, including, for the avoidance of doubt, Claims and Interests arising out of the Excluded Liabilities.

13. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtors to transfer the Purchased Assets to the Purchasers in accordance with the APAs and this Sale Order.

14. At Closing, all of the Debtors' right, title, and interest in and to, and possession of, the corresponding Purchased Assets shall be immediately vested in the Purchasers pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code. Such transfer shall constitute a legal, valid, enforceable, and effective transfer of such Purchased Assets. All persons or entities presently

or at or after Closing in possession of some or all of the corresponding Purchased Assets are directed to surrender possession of any and all portions of such Purchased Assets to the Purchasers or their respective designees on Closing or at such time thereafter as the Purchasers may request. All persons and entities are hereby prohibited from taking any action that would interfere with or adversely affect the ability of the Debtors to transfer, or the Purchasers to obtain possession of, the Purchased Assets in accordance with the terms of the APAs and this Order.

15. This Sale Order (a) shall be effective as a determination that, as of Closing, (i) no Claims and Interests other than the corresponding Assumed Liabilities and Permitted Liens will be assertable against the Purchasers or any of their assets, (ii) the Purchased Assets shall have been transferred to the Purchasers free and clear of all Claims and Interests, subject only to the applicable Assumed Liabilities and Permitted Liens, and (iii) the conveyances described herein have been effected, and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title officers, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal 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; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to

consummate the transactions contemplated by the APAs. The Purchased Assets are sold free and clear of any reclamation rights. All Claims and Interests on the Purchased Assets shall attach to the proceeds of the Sale ultimately attributable to the property against which such Claims and Interests applied or other specifically dedicated funds, in the same order of priority and with the same validity, force, and effect that such Claims and Interests applied prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates. Notwithstanding the foregoing or anything else in this Sale Order, no proceeds of the Sale shall be distributed, disbursed, or otherwise released from the Debtors' estates absent further order of this Court upon notice to the Committee, except as made in accordance with the Approved Budget and the procedures set forth in paragraph 8 above.

16. Except as otherwise expressly provided in the APAs, all persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, affiliates, governmental, tax, and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding claims arising under or out of, in connection with or in any way relating to, the Debtors, the Purchased Assets, and the ownership, sale, or operation of the Purchased Assets prior to Closing or the transfer of the Purchased Assets to the Purchasers are hereby forever barred, estopped, and permanently enjoined from asserting such claims against the Purchasers and their property (including, without limitation, the Purchased Assets). Following Closing, no holder of any claim

or interest shall interfere with each Purchaser's title to or use and enjoyment of the corresponding Purchased Assets based on or related to any such Claim or Interest or based on any action the Debtors may take in their Chapter 11 Cases.

17. The provisions of this Sale Order authorizing the sale and transfer of the Purchased Assets free and clear of Claims and Interests (other than any Permitted Liens and Assumed Liabilities expressly assumed under, or expressly permitted by, the APAs or this Sale Order) shall be self-executing, and neither the Debtors nor the Purchasers shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, or implement the provisions of this Sale Order. On or after the Closing Date, the Debtors and the Purchasers shall be authorized, but not directed, to file any such releases, termination statements, assignments, consents, or other instruments in any jurisdiction to record the release, discharge, and termination of Claims and Interests on the Purchased Assets pursuant to the terms of this Sale Order. For the avoidance of doubt, the transfer of the Purchased Assets (including any Assigned Contracts) to the Purchasers pursuant to the APAs does not require any consents or further documentation other than as specifically provided for in this Sale Order.

18. Effective upon Closing, all Claims or Interests on the Purchased Assets (except as otherwise expressly assumed under, or expressly permitted by, the APAs) shall be (a) unconditionally released, discharged, and terminated as to the Purchasers and the Purchased Assets; and (b) shall be binding upon all persons and entities, including all the Debtors' creditors

and any holder of an Interest in any of the Purchased Assets, and all such persons and entities are hereby authorized to execute such documents and take all other actions as may be reasonably necessary to release their respective Claim or Interests on the Purchased Assets, if any. If any person or entity that has filed a financing statement, mortgage, mechanic's lien, lis pendens, or other document, instrument, notice, or agreement evidencing any Interest in the Purchased Assets has not delivered to the Debtors on or before the Closing Date, 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, the Debtors and the Purchasers are authorized to (x) request that the applicable person or entity execute and file such termination statements, releases, instruments of satisfaction, or other documents with respect to the Purchased Assets, and, to the extent such person or entity fails to do so, execute and file such termination statements, releases, instruments of satisfaction, or other documents with respect to the Purchased Assets on behalf of the applicable person or entity, and (y) 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 Claims and Interests on the Purchased Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every U.S. federal, state, and local government agency, department, or office and may be deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every tribal or foreign government agency, department, or office.

Additional Injunction; No Successor or Transferee Liability

19. Effective as of the Closing Date and except as expressly set forth in the APAs with respect to the Permitted Liens and Assumed Liabilities, all persons are forever prohibited and permanently enjoined from (a) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding), to collect, recover, or set off any Claim or Interest; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order with respect to any Claim or Interest; (c) creating, perfecting, or enforcing any Interest; or (d) asserting any setoff that was not taken prepetition or right of subrogation of any kind with respect to any Claim or Interest, in each case as against the Purchasers, any of their affiliates or subsidiaries, any of their respective current and former officers, directors, managers, members, partners, managed funds, affiliates, agents, advisors, professionals, and representatives, or any of their respective property or assets, including the Purchased Assets.

20. The Purchasers are not and shall not be (a) deemed a "successor" in any respect to the Debtors or their estates as a result of the consummation of the Sale or any other event occurring in the Debtors' Chapter 11 Cases under any theory of law or equity; (b) deemed to have, *de facto* or otherwise, merged or consolidated with or into the Debtors or their estates; (c) deemed to be an alter ego of or have a common identity with the Debtors; (d) deemed to have a continuity of enterprise with the Debtors; (e) liable for any acts or omissions of the Debtors in connection with

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

21. Immediately prior to Closing, the Purchasers were not an "insider" or "affiliate" of the Debtors, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders existed between the Purchasers and the Debtors.

22. Other than as expressly set forth in the APAs with respect to the Permitted Liens and Assumed Liabilities, the Purchasers shall not have any responsibility for (a) any liability or other obligation of the Debtors or related to the Purchased Assets or (b) any claims against the Debtors or any of their predecessors or affiliates. Except as expressly provided in the APAs with respect to the Permitted Liens and Assumed Liabilities, the Purchasers shall not have any liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations (as defined herein, "Successor or Transferee Liability") based, in whole or part, directly or indirectly, on any

theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor, or transferee liability, *de facto* merger, or substantial continuity, labor and employment, or products liability, whether known or unknown as of Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including, without limitation, liabilities on account of (a) any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the Purchased Assets or the Assumed Liabilities or the Permitted Liens prior to Closing or in respect of pre-closing periods or (b) any plan, agreement, practice, policy, or program, whether written or unwritten, providing for pension, retirement, health, welfare, compensation, or other employee benefit which is or has been sponsored, maintained, or contributed to by any Debtor, or with respect to which any Debtor has any liability, whether or not contingent.

23. Each Milestone Payment (as defined in the respective APA) is approved, subject to the terms and conditions of the respective APA, and is integral to the transactions contemplated under each respective APA. The obligations of each Purchaser under Section I.6 of such Purchaser's respective APA is binding upon the applicable Purchaser and such Purchaser's successor and assigns and upon (i) in respect of the Pyote APA, any transferee of the Pyote Property or the Power Rights (as defined in the Pyote Agreement), and (ii) in respect of the Tarbush APA, any transferee of the Adjacent Property or the Power Rights (as defined in the Tarbush Agreement). This Court shall retain jurisdiction to enforce the foregoing.

Good Faith Purchaser

24. The Sale contemplated by the APAs is undertaken by the Purchasers without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale unless such authorization and consummation of such Sale (including, without limitation, the assumption and assignment of the Assigned Contracts) are duly and properly stayed pending such appeal. The Purchasers are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

25. Neither the Debtors nor the Purchasers have engaged in any action or inaction that would cause or permit the Sale to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. The consideration provided by the Purchasers for the Purchased Assets under the APAs is fair and reasonable and the Sale may not be avoided, and costs and damages may not be imposed, under section 363(n) of the Bankruptcy Code.

Assumption and Assignment of Assigned Contracts

26. Notwithstanding anything to the contrary in this Sale Order, the APAs, the Assumption and Assignment Notices, or any other agreement, document, or instrument, to the extent the Debtors, either APA, or any other agreement purports to assume, assume and assign, sell, transfer, convey, or otherwise dispose of that certain "Pecos Tarbush Land Lease 20 Years," identified as asset number R001, no such assumption, assignment, sale, transfer, conveyance, or

other disposition is authorized or approved by this Sale Order, and none shall be of any force or effect. The Pecos Tarbush Lease (a) does not constitute property of the Debtors' estates within the meaning of section 541 of the Bankruptcy Code, and (b) is not an unexpired lease or executory contract capable of assumption, assignment, or assumption and assignment under section 365 of the Bankruptcy Code, in each case because the Pecos Tarbush Lease was terminated prior to entry of this Sale Order pursuant to the DBR Stipulation and Agreed Order. Accordingly, the Pecos Tarbush Lease is not a Purchased Asset or an Assigned Contract, shall be treated as an Excluded Asset, and neither Purchaser shall acquire or be vested with any right, title, or interest in, to, or under the Pecos Tarbush Lease pursuant to this Sale Order, the APAs, or otherwise.

27. Under sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Sale, the Debtors are authorized and directed to assume and assign the Assigned Contracts to the Purchasers free and clear of all Claims and Interests in accordance with the Assumption and Assignment Procedures described in the Motion and approved in the Bid Procedures Order. The payment of the applicable Cure Amounts (if any) shall: (a) effect a cure of all defaults existing thereunder as of the Closing Date; (b) compensate for any actual pecuniary loss to such non-Debtor party resulting from such default; and (c) together with the assumption of the Assigned Contracts by the Purchasers, constitute adequate assurance of future performance thereof. The Purchasers shall then have assumed the Assigned Contracts and, pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Debtors thereof shall not

be a default thereunder. After the payment of the relevant Cure Amounts, neither the Debtors nor the Purchasers shall have any further liabilities to the non-Debtor parties to the Assigned Contracts other than the Purchasers' obligations under the Assigned Contracts that become due and payable on or after the Closing Date.

28. The Assigned Contracts shall, as of the Closing, be valid and binding on the Purchasers and the other non-Debtor counterparties thereto, and in full force and effect and enforceable in accordance with their respective terms. Following such assignment, the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assigned Contracts. Any party that may have had the right to consent to the assignment of any Contract has received adequate notice of the proposed assignment of such Contract and is deemed to have consented for the purposes of section 365(e)(2)(A) of the Bankruptcy Code.

29. To the extent any provision (including any "change of control" provision) in any Assigned Contract (a) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, including the imposition of any fee, payment, or penalty as a result of or in connection with, such assumption or assignment, or (b) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (i) the commencement of these Chapter 11 Cases; (ii) the insolvency or financial condition of any Debtor at any time before the closing of these Chapter 11 Cases; (iii) any Debtor's assumption or assumption and assignment (as applicable) of such Assigned Contract; or (iv) the consummation of the Sale, then such provision

shall be deemed modified so as to not entitle the non-Debtor counterparty thereto to prohibit, restrict, or condition such assumption or assignment, to modify or terminate such Assigned Contract, or to exercise any other default related rights or remedies with respect thereto, including any such provision that purports to allow the applicable non-Debtor counterparty thereto to recapture such Assigned Contracts, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees, payments, penalties, or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

30. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchasers of the Assigned Contracts have been satisfied. Upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchasers shall be fully and irrevocably vested with all rights, title, and interest of the Debtors under the Assigned Contracts, and each Assigned Contract shall be fully enforceable by the Purchasers in accordance with its terms and conditions. Upon and as of the Closing, the Purchasers shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts.

31. The Purchasers have provided adequate assurance of their future performance under the Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

32. There shall be no rent accelerations, assignment fees, increases (including advertising rates), or any other fees charged to the Purchasers or the Debtors as a result of the assumption and assignment of the Assigned Contracts.

33. From and after the Assumption Objection Deadline (as defined in the Bid Procedures Order), each non-Debtor party to a Contract shall (i) be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts with respect to such Assigned Contracts and the Debtors and the Purchasers shall be entitled to rely solely upon the Cure Amounts on the applicable Assumption and Assignment Notice, and (ii) be forever barred and estopped from asserting or claiming against the Debtors, any purchaser of the Debtors' assets, including the Purchasers, and any assignee of any Assigned Contracts that any additional amounts as of the date of assignment are due or defaults exist under any Assigned Contracts.

34. Any Contracts proposed to be assumed and assigned to Purchasers for which there is a timely objection outstanding, which was not resolved between the Debtors or the Purchasers and non-Debtor party to such Contract or by the Court at the Sale Hearing, with respect solely to the Cure Amount may be assumed and assigned prior to resolution of such objection, so long as (i) the Debtors or Purchasers, as applicable, in accordance with the APAs, pay any undisputed

portion of the Cure Amount on or before the Closing Date, and (ii) the Debtors or the Purchasers agrees to pay the disputed portion of the Cure Amount pending resolution of the dispute and if so required thereunder. The assumption and assignment of any such Contracts shall be effective immediately upon the payment of the undisputed Cure Amount, without the need for further order of the Court.

35. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all parties to the Assigned Contracts are forever barred and enjoined from raising or asserting against Purchasers any assignment fee, default, breach, or claim for pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing.

36. The assignments of each Assigned Contract are made in good faith under sections 363(b) and (m) of the Bankruptcy Code.

37. The failure of the Debtors or the Purchasers to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of their respective rights to enforce every term and condition of the Assigned Contracts.

38. The rights of the Purchasers to modify the list of Assigned Contracts after the date of this Sale Order but before Closing as set forth in the APAs or herein are approved. By written notice to the Debtors, the Purchasers may, in their sole and absolute discretion, amend or revise **Exhibit C** of the APAs at any time prior to the Closing Date in accordance with the applicable

APA to: (i) designate a Contract as an Excluded Contract, and upon such designation such Contract will constitute an Excluded Asset, and (ii) designate a Contract as an Assigned Contract and upon such designation such Contract will constitute a Purchased Asset and will be conveyed to Purchasers effective as of Closing without further order of the Court.

39. Within five (5) business days of the Closing, the Debtors shall file a notice of the Closing, attaching the list of the Assigned Contracts assumed and assigned to the Purchasers effective as of the Closing Date (the "Final Assumption Notice").

Other Provisions

40. To the extent provided in the APAs and available under applicable law, the Purchasers shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and any other governmental authorization or approval of the Debtors with respect to the Purchased Assets and the Assigned Contracts, and all such licenses, permits, registrations, and governmental authorizations and approvals (each a "License," and collectively, the "Licenses") are deemed to have been, and hereby are, directed to be transferred to the Purchasers as of the Closing Date. To the extent any License necessary for the operation of the Purchased Assets is determined not to be an executory contract that may be assumed and assigned under section 365 of the Bankruptcy Code, the Purchasers shall apply for and obtain any necessary License promptly after the Closing Date, and such License of the Debtors shall remain in place for each Purchaser's respective benefit until a new License is obtained (or, in the case of Licenses of the Debtors of

which the assignment to Purchasers is pending as of the Closing Date (whether pursuant to a notice period that has not expired as of the Closing Date or a required consent from an applicable governmental authority that has not been received as of the Closing Date), shall transfer to Purchasers upon the expiration of such notice period or the receipt of such consent).

41. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any License relating to the Purchased Assets sold, transferred, or conveyed to the Purchasers on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale contemplated by the APAs.

42. Each Purchaser is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all of the protections afforded thereby.

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

44. The APAs and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in writing and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates. The Debtors shall provide any statutory committee appointed in these Chapter 11 Cases and the U.S. Trustee with notice of any such modification, amendment, or supplement of the APAs.

45. 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, (a) to allow the Purchasers to give the Debtors any notice provided for in the APAs, (b) to allow the Purchasers to take any and all actions permitted by the APAs in accordance with the terms and conditions thereof, including, without limitation, effectuating the Sale and the other transactions contemplated by the APAs, and (c) to otherwise implement the terms and provisions of the APAs and this Sale Order.

46. The terms and provisions of the APAs and this Sale Order shall be binding in all respects upon the Debtors, their affiliates, their estates, all creditors (whether known or unknown) of and holders of equity interests in any Debtor, any holders of claims against or on all or any portion of the Purchased Assets, the Purchasers, and all of their respective successors and assigns, including, but not limited to, as applicable, any subsequent trustee(s) appointed in any of the Debtors' Chapter 11 Cases or upon conversion to chapter 7 under the Bankruptcy Code, examiner(s), receiver(s), or similar, as to which the terms and provisions of this Sale Order and the APAs likewise shall be binding on such trustee(s), examiner(s), or receiver(s). The APAs shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors, their shareholders, or any trustee(s), examiner(s), receiver(s), or any other successor.

47. The failure specifically to include or mention any particular provision of the APAs in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the

intent of the Debtors and the Purchasers that the APAs be authorized and approved in their entirety, including any amendments thereto as may be made by the parties thereto in accordance with the terms thereof and this Sale Order. Likewise, all of the provisions of this Sale Order are nonseverable and mutually dependent.

48. The terms and provisions of this Sale Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any chapter 11 plan in any of these Chapter 11 Cases; (b) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of the Chapter 11 Cases; (d) transferring venue of the Chapter 11 Cases to a court other than this Court; or (e) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases. The terms and provisions of this Sale Order, notwithstanding the entry of any such orders described in (a)-(e) above, shall continue in these Chapter 11 Cases or following dismissal of these Chapter 11 Cases.

49. For the avoidance of doubt, nothing contained in any chapter 11 plan confirmed in these chapter 11 cases or any order confirming any such plan or in any other order in these chapter 11 cases (including any order dismissing these chapter 11 cases or any order entered after any conversion of any of these chapter 11 cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from the provisions of the APAs, other Sale transaction documents, or this Order unless otherwise agreed to by the Debtors and the Purchasers, with the consent of the Committee, which consent shall not

be unreasonably withheld, and none of the payments authorized hereunder shall be subject to avoidance, disallowance, disgorgement, recharacterization, or subordination under any chapter 11 plan confirmed in these chapter 11 cases or any order confirming any such plan or in any other order in these chapter 11 cases (including any order dismissing these chapter 11 cases or any order entered after any conversion of any of these chapter 11 cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Order.

50. Each and every federal, state, and local governmental agency, department, or official is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APAs.

51. The APAs and the Sale contemplated hereunder shall not be subject to any bulk sales laws or any similar law of any state or jurisdiction.

52. Except as expressly set forth in the APAs, the Purchased Assets are being sold "as is, where is," without any representation or warranty of any kind, nature, or description by the Debtors, their estates, or any of their agents, advisors, or representatives, and neither the Debtors nor their estates shall have any liability to the Purchasers or any other person or entity on account of any representation or warranty, whether express or implied, except as expressly set forth in the APAs.

53. Without limiting any other cooperation obligations of Purchasers set forth in the APAs or in any other agreement between Purchaser and the Debtors, upon advance request and

subject to the execution of a non-disclosure agreement reasonably acceptable to Purchasers, Purchasers shall provide the Debtors (or other estate representative appointed by the Court) with reasonable access to the books and records relating to the Purchased Assets as of the Closing Date, which were transferred to Purchasers as part of the Sale and are in Purchasers' possession, to the extent necessary for the administration, wind-down and/or liquidation of the Debtors' bankruptcy estates.

54. This Sale Order is and shall be binding upon all persons and entities that may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or that may be required to report or insure any title or state of title in or to any property; and each of the foregoing persons and entities shall accept for filing any and all of the documents and instruments necessary and appropriate to consummate the APAs.

55. To the extent there are any inconsistencies between this Sale Order, the Motion, the Bid Procedures Order, the Bidding Procedures, and the APAs, the terms of this Sale Order shall control. To the extent this Order is inconsistent with any prior order filed in these chapter 11 cases, the terms of this Order shall govern, and any prior orders shall be deemed amended or otherwise modified to the extent required to permit consummation of the Sale. All the provisions of this Order are non-severable and mutually dependent. This Order shall not be modified by any chapter 11 plan of any of the Debtors confirmed in these chapter 11 cases. This Order and the APAs shall

be binding in all respects upon all holders of claims against and interests in the Debtors, all counterparties to the Assigned Contracts, all successors and assigns of the Debtors and their affiliates and subsidiaries, and any trustees, examiners, "responsible persons," committees or other fiduciaries appointed in these chapter 11 cases or upon a conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee, and the APAs (including all exhibits thereto) shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that this Order and the rights granted to the Purchasers hereby shall remain effective and, notwithstanding such dismissal or conversion, shall remain binding on parties in interest.

56. Except to the extent expressly provided herein, notwithstanding the relief granted in this Sale Order and any actions taken pursuant to such relief, nothing in this Sale Order shall be deemed: (a) an admission as to the validity of any prepetition claim, interest, or lien against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any prepetition claim, interest, or lien on any grounds; (c) a promise or requirement to pay prepetition claims; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) an implication or admission that any particular claim, interest, or lien is of a type specified or defined in the Motion or this Sale Order; (f) an authorization to assume any prepetition agreement, contract,

or lease pursuant to section 365 of the Bankruptcy Code; or (g) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law.

57. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014 or any other Bankruptcy Rules or Local Rules to the contrary, the terms and conditions of this Sale Order shall be effective and enforceable immediately upon entry, and the Debtors and the Purchasers are authorized to close the Sale immediately upon entry of this Sale Order.

58. Notice of the Motion, the Sale Hearing, the APAs, the Sale, and the proposed assumption and assignment of the Assigned Contracts, as provided therein, including through distribution of the Sale Notice and the Assumption and Assignment Notice shall be deemed good and sufficient notice of such Motion, the Sale Hearing, the APAs, the Sale, and the proposed assumption and assignment of the Assigned Contracts, and the requirements of Bankruptcy Rules 2002, 6004(a), and 6004(c) and the Local Rules are satisfied by such notice. The Sale Notice is hereby approved.

59. The Debtors are authorized and directed to take all actions necessary to effectuate the relief granted in this Sale Order in accordance with the Motion.

60. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b), to, among other things, (a) interpret, implement, and enforce the terms and provisions of this Sale Order, the APAs, any amendments thereto, and any waivers and consents given

thereunder; (b) compel delivery of the Purchased Assets to the Purchasers; (c) enforce the injunctions and limitations of liability set forth in this Sale Order; and (d) enter any orders under sections 363 and 365 of the Bankruptcy Code with respect to the Assigned Contracts.