IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	Chapter 11
SHANNON WIND, LLC,	Case No. 26-90124 (ARP)
Debtor.[1]	

ORDER (I) AUTHORIZING THE SALE OF ALL OR SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (III) GRANTING RELATED RELIEF

(Relates to Docket Nos. 55, 66, 92, 115, 140, 146, 152, 157, 163, 184, 201, 203)

Upon the motion (the "**Motion**")[2] of Shannon Wind, LLC, as debtor and debtor in possession in the above chapter 11 case (the "**Debtor**" or "**Seller**"), for entry of an order (this "**Order**"), pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Section B of Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "**Complex Case Procedures**"), authorizing (a) the sale (the "**Sale**") of all or substantially all of the Debtor's assets (the "**Acquired Assets**") free and clear of all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities), on the terms set forth in that certain asset purchase agreement (the "**Asset**

[1] The last four digits of the Debtor's federal tax identification number are 3562. For the purpose of this chapter 11 case, the Debtor's address is 1920 McKinney Ave, Suite 950, Dallas, TX, 75201. Additional information regarding the Debtor's case can be found on the website of the Debtor's proposed claims and noticing agent at https://www.veritaglobal.net/shannon.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Motion or the Asset Purchase Agreement, as applicable.

Purchase Agreement") by and among Shannon Wind, LLC, and 1370 Clean Energy LLC (together with its affiliated Designated Buyer as provided in Section 8.4 of the Asset Purchase Agreement, the "**Purchaser**"), annexed hereto as **Exhibit 1**, (b) the assumption and assignment of the Assigned Contracts and the Assumed Real Property Interests in connection therewith, and (c) granting related relief, each as more fully set forth in the Motion; and the Debtor having determined, after a sale and marketing process in accordance with the bidding procedures (the "**Bidding Procedures**") approved by the Bidding Procedures Order, that the Purchaser has submitted the highest or otherwise best bid for the Acquired Assets and is the successful bidder (the "**Successful Bidder**"); and this Court having provided the opportunity for a hearing to consider the transactions contemplated under the Asset Purchase Agreement (the "**Transaction**") on June 3, 2026 (the "**Sale Hearing**"), at which all interested parties were offered an opportunity to be heard with respect to the Transaction; and upon consideration of the *Declaration of John Shepherd in Support of Debtor's Designation of Stalking Horse Bidder* [Docket No. 146, Exhibit C] and *Declaration of Komu Kumar in Support of the Debtor's Proposed Sale Transaction* [Docket No. 203]; and all objections to the Transaction and this Sale Order having been withdrawn, resolved, or overruled on the merits; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this district being 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 having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other

parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS AND DETERMINES THAT:[3]

A. *Fed. R. Bankr. P. 7052.* The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. This Court's findings shall also include any oral findings of fact and conclusions of law made by this Court during or at the conclusion of the Sale Hearing.

B. *Jurisdiction and Venue.* Pursuant to 28 U.S.C. §§ 1334(b) and 157, this Court has jurisdiction over this matter and over the property of the Debtor's estate, including the Acquired Assets to be sold, transferred, and conveyed pursuant to the Asset Purchase Agreement. Without limiting the generality of the foregoing, this Court has exclusive in rem jurisdiction over the Acquired Assets pursuant to 28 U.S.C. § 1334(e), as such Acquired Assets are property of the Debtor's chapter 11 estate and, as a result of such jurisdiction, this Court has all necessary power and authority to grant the relief contained herein. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order hereon under Article III of the United States Constitution. Venue of this Chapter 11 Case and approval of the Transaction contemplated by the Asset Purchase Agreement is proper in this district pursuant to

[3] 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 any of the following conclusions of law constitute findings of fact, they are adopted as such. This Court's findings shall also include any oral findings of fact and conclusions of law made by this Court during or at the conclusion of the Sale Hearing.

28 U.S.C. §§ 1408 and 1409.

C. *Statutory Predicates.* The statutory authorization for the relief granted herein is found in sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and the Complex Case Procedures.

D. *Sale and Marketing Process.* The Debtor and its professionals marketed the Acquired Assets in accordance with the Bidding Procedures Order. The sale and marketing process set forth in the Bidding Procedures Order afforded all potential bidders a full, fair, and reasonable opportunity to submit a higher or otherwise better offer to purchase the Acquired Assets and participate in the Transaction contemplated hereby.

E. *Selection of Successful Bidder.* Pursuant to the Bidding Procedures, on April 30, 2026, the Debtor filed a *Notice of Filing of Stalking Horse Designation* [Docket No. 146] and on May 1, 2026, filed a *Notice of Schedule Supplement to Stalking Horse Agreement* [Docket No. 152]. On May 7, 2026, the Court entered the *Order (I) Approving (A) Designation of Stalking Horse Bidder and (B) Stalking Horse Bid Protections and (II) Granting Related Relief* [Docket No. 163] (the "**Stalking Horse Approval Order**"), designating the Purchaser as the Stalking Horse Bidder. The Debtor did not receive any competing Qualified Bids by the deadline established in the Bidding Procedures Order and, accordingly, on May 15, 2026, the Debtor designated the Purchaser as the Successful Bidder and filed a *Notice of Cancellation of Auction* [Docket No. 184].

F. *Incorporation by Reference.* Findings of fact and conclusions of law in the Bidding Procedures Order and Stalking Horse Approval Order are incorporated herein by reference.

G. *Adequate and Reasonable Notice.* As evidenced by the affidavits of service

filed with this Court, and based upon the record in this Chapter 11 Case, and as previously determined by this Court in the Bidding Procedures Order, (i) due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Asset Purchase Agreement, and the Transaction has been provided to all parties in interest; (ii) such notice was and is good, sufficient, and appropriate under the circumstances and reasonably calculated to reach and apprise all holders of liens, claims, encumbrances, and other interests, including, without limitation, rights or claims based on any successor, transferee, derivative, or vicarious liabilities of their right to appear and be heard, and was provided in accordance with the applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the procedural due process requirements of the United States Constitution; and (iii) no other or further notice of, opportunity to object to, or other opportunity to be heard regarding the Motion, the Sale Hearing, the Asset Purchase Agreement, the Transaction, or of the entry of this Sale Order is necessary or shall be required.

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

I. *Good Faith Purchaser.* The Debtor, the Purchaser, and their respective agents, representatives, employees, officers, counsel and advisors, have negotiated, proposed, and entered into the Asset Purchase Agreement and the Transaction contemplated thereby in good faith, without collusion, and from arm's-length bargaining positions. The 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 the protections afforded thereby. The Purchaser has proceeded in good faith in all respects. The terms of the Transaction, including the consideration in respect of the Acquired Assets as set out in Section 2.1 of the Asset Purchase Agreement (the "**Purchase Price**"), were not controlled by any agreement among potential bidders and neither the Debtor, the Purchaser, nor any other parties in interest have engaged in collusion or any conduct that would cause or permit the Asset Purchase Agreement to be challenged, avoided, or costs and damages to be imposed under section 363(n) of the Bankruptcy Code or any other applicable law. The Asset Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under applicable law. The Purchase Price represents fair and reasonably equivalent value for the Acquired Assets. Neither the Debtor nor the Purchaser are entering into the Asset Purchase Agreement or consummating the Transaction with any fraudulent or otherwise improper purpose. The Purchaser is not an "insider" or "affiliate" of the Debtor, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between the Purchaser and the Debtor.

J. The Transaction, which includes the transfer of the Acquired Assets pursuant to the Asset Purchase Agreement and all covenants in and conditions thereto, is an integrated transaction, meaning that each component is an essential part of every other component and that the Transaction can be consummated only if all of the components are consummated. Accordingly, each component of the Transaction is subject to, and is protected by, the provisions of section 363(m) of the Bankruptcy Code.

K. *Highest or Otherwise Best Offer.* The Asset Purchase Agreement constitutes

the highest or otherwise best offer for the Acquired Assets. No other person, or group of persons, has offered to purchase the Acquired Assets for an amount that would give equal or greater value to the Debtor than the value provided by the Purchaser pursuant to the Asset Purchase Agreement. The Asset Purchase Agreement is the best means available to the Debtor to maximize the return to its stakeholders and limit losses. No alternative to the Transaction exists that would provide a greater value to the Debtor, its creditors, or other parties in interest.

L. The Debtor has demonstrated good, sufficient, and sound business purposes and justifications for consummation of the Transaction pursuant to the Asset Purchase Agreement and all other Transaction Documents (as defined in the Asset Purchase Agreement, collectively, the "**Transaction Documents**"), outside of the ordinary course of business and in accordance with the requirements of section 363(b) of the Bankruptcy Code.

M. The Debtor's decision to enter into the Asset Purchase Agreement with the Purchaser was a due and proper exercise of the Debtor's business judgment and was authorized pursuant to the Bidding Procedures Order.

N. The Sale of the Acquired Assets pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code upon the terms and conditions set forth in the Asset Purchase Agreement is the optimal means to create value for the benefit of the Debtor's estate. The Transaction maximizes the value of the Acquired Assets for the benefit of all creditors and parties in interest. Unless the Sale is concluded expeditiously, as provided for in the Motion and the Asset Purchase Agreement, creditor recoveries may be substantially diminished.

O. *Fair Purchase Price.* The consideration provided by the Purchaser pursuant to the Asset Purchase Agreement (i) is fair and adequate; (ii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States,

any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and similar laws); and (iii) will provide an equal or greater recovery for the Debtor's stakeholders than would be provided by any other reasonably practicable available alternative. The terms of the Asset Purchase Agreement, the Transaction Documents, and the Transaction are fair and reasonable under the circumstances of the Debtor's chapter 11 case, and the Debtor's determination to proceed with such Transaction constitutes a valid and sound exercise of the Debtor's business judgment.

P. *Sale Free and Clear under Section 363(f).* The Debtor is authorized to sell the Acquired Assets free and clear of any liens, claims, defenses (including rights of setoff and recoupment), and interests, in each case, in, on, or related to the Acquired Assets, including security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, mechanics' and materialman's liens, assignments, preferences, debts, easements, charges, suits, licenses, options, rights of recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, causes of action, contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature in, on, or related to the Acquired Assets (including all "claims" as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether prepetition or postpetition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable, including any and all such liabilities, causes of action, contract rights and claims arising out of the Debtor's continued

operations following the Closing Date including any Encumbrances as defined in the Asset Purchase Agreement (collectively, "**Encumbrances**"), other than as expressly contemplated by the Asset Purchase Agreement, including Permitted Encumbrances and Assumed Liabilities. The Purchaser would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby if the Sale to the Purchaser and the assumption of any Assumed Liabilities by the Purchaser were not free and clear of all Encumbrances other than the Assumed Liabilities and Permitted Encumbrances. The Debtor may sell the Acquired Assets free and clear of any Encumbrances of any kind or nature whatsoever (other than Permitted Encumbrances and Assumed Liabilities) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each entity with an Encumbrance in the Acquired Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale or is deemed to have consented to the Sale; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Encumbrance; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of such Encumbrances who did not object, or withdrew their objections, to the Motion are deemed, subject to the terms of this Sale Order, to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Encumbrances (other than the Assumed Liabilities and Permitted Encumbrances) are adequately protected, and will not suffer any undue burden or prejudice, by having their Encumbrances attach to the proceeds received by the Debtor that are ultimately attributable to the property against or in which such Encumbrances are asserted, subject to the terms of such Encumbrances, with the same validity, force, and effect, and in the same order of priority, which such Encumbrances now have against the Acquired Assets or their proceeds, if any, subject to

any rights, claims, and defenses the Debtor or its estate may possess with respect thereto. The Purchaser shall have no obligations with respect to any Encumbrances against the Debtor (other than Permitted Encumbrances and Assumed Liabilities).

Q. *No Successor, Transferee, or Similar Liability.* By virtue of the consummation of the transactions contemplated under the Asset Purchase Agreement: (a) the Purchaser is not a continuation of the Seller and its respective estate, there is not substantial continuity between the Purchaser and the Seller, and there is no continuity of enterprise between the Seller and the Purchaser; (b) the Purchaser is not holding itself out to the public as a continuation of the Debtor or its estate; (c) the transactions do not amount to a consolidation, merger, or de facto merger of the Purchaser and the Debtor and/or the Debtor's estate; and (d) the Purchaser is not a successor or assignee of the Debtor or its estate for any purpose including, but not limited to, under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat or unclaimed property laws, or other law, rule or regulation (including. without limitation~~.~~, filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine, and the Purchaser shall have no liability or obligation under the Workers Adjustment and Retraining Act (the "**WARN Act**"), ~~929~~29 U.S.C. §§ ~~210~~2101 et seq. or the Comprehensive Environmental Response Compensation and Liability Act and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act,

the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act, and/or the Fair Labor Standards Act. Except for the Assumed Liabilities and Permitted Encumbrances, (i) the transfer of the Acquired Assets to the Purchaser and (ii) the assumption and assignment to the Purchaser of the Assigned Contracts and Assumed Real Property Interests do not and will not subject the Purchaser to any liability whatsoever with respect to the operation of the Debtor's business before the 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 on, in whole or in part, directly or indirectly, any theory of law or equity including, without limitation, any theory of antitrust or successor or transferee liability.

R. The Purchaser and the Debtor are not entering into the Asset Purchase Agreement and Transaction Documents or consummating the Transaction for the fraudulent purpose of escaping liability for the Debtor's obligations or to defraud creditors in any way.

S. *Order Required by the Purchaser.* Entry of this Sale Order approving the Asset Purchase Agreement is a requirement of the Asset Purchase Agreement and such requirement is an appropriate condition precedent to the Purchaser's consummation of the Transaction.

T. *Property of the Estate.* The Acquired Assets are owned by the Debtor and constitute sole and lawful property of the Debtor and the Debtor's estate and title thereto is vested in the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code. The Debtor has all title, interest, and/or rights in the Acquired Assets required to transfer and to convey the Acquired Assets to the Purchaser, as required by the Asset Purchase Agreement.

U. *Corporate Authority.* Subject to the entry of this Sale Order, (i) the Debtor has full corporate power and authority to perform all of its obligations under the Asset Purchase Agreement and the Transaction Documents, and the Debtor's prior execution and delivery of, and/or performance of obligations under, the Asset Purchase Agreement and the Transaction Documents is hereby ratified; (ii) the Debtor has all of the corporate power and authority necessary to consummate the Transaction; (iii) the Debtor has taken all corporate actions necessary to authorize, approve, execute, and deliver the Asset Purchase Agreement and the Transaction Documents and to consummate the Transaction, except for the closing conditions expressly provided in the Asset Purchase Agreement and the Transaction Documents; and (iv) no consents or approvals are required to consummate the Transaction or otherwise perform the obligations under the Asset Purchase Agreement or the Transaction Documents, except for the closing conditions expressly provided therein.

V. *Sale in Best Interests.* The relief requested in the Motion and set forth in this Sale Order is in the best interests of the Debtor, its creditors, estate, and all other parties in interest in the Debtor's chapter 11 case.

W. *Prompt Consummation.* To maximize the value of the Acquired Assets it is essential that the Transaction occur within the timeframe set forth in the Asset Purchase Agreement. Time is of the essence in consummating the Transaction and the Debtor and the Purchaser intend to close the sale as soon as possible. Accordingly, there is cause to lift the stays established by Bankruptcy Rules 6004 and 6006 with regards to the Transaction and the assignment of the Acquired Assets.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. *Motion is Granted.* The Motion and the relief requested therein is GRANTED

and APPROVED, as set forth herein, and the Transaction contemplated by the Asset Purchase Agreement are hereby approved, subject to the terms and conditions contained herein.

2. *Objections Overruled.* Except as expressly stated herein, all objections to, or reservation of rights regarding, the relief requested in the Motion, the entry of this Sale Order, or the relief granted herein that have not been withdrawn, waived, settled, or adjourned as provided below or otherwise, or that have not otherwise been resolved pursuant to the terms hereof are hereby denied and overruled on the merits with prejudice. All persons that failed to timely object, or withdrew their objections, to the Motion or the entry of this Sale Order are deemed to consent to the relief granted herein for all purposes, including, without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code. No appeal, motion to reconsider, or similar pleading has been filed with respect to the Bidding Procedures Order or Stalking Horse Approval Order, and such orders are final orders of this Court, have not been vacated, withdrawn, rescinded, or amended and remain in full force and effect.

3. *Notice.* Notice of the Motion and Sale Hearing was adequate, appropriate, fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006 and the Bidding Procedures Order, and as such no further or other notice is required or appropriate.

4. *Approval and Authorization.* The sale of the Acquired Assets to the Purchaser on the terms and conditions contained herein and in the Asset Purchase Agreement and the Transaction Documents is hereby approved in all respects pursuant to sections 105(a), 363(b), (f), and 365 of the Bankruptcy Code (including the transfer of the Debtor's right, title and interest to the Purchaser, on an "as is where is" and "with all faults" basis). Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtor is authorized to perform all obligations

under and make all payments required or contemplated by the Asset Purchase Agreement and the Transaction Documents as and when due thereunder without further order of this Court. The Debtor, the Purchaser, and each of their respective officers, employees, and agents are hereby authorized to (i) execute the Asset Purchase Agreement and the Transaction Documents, and any prior execution of such agreements, documents, and instruments, including the Transaction Documents, is hereby ratified; (ii) perform all obligations under or related to the Asset Purchase Agreement and the Transaction Documents, including, without limitation, to consummate any required deeds, assignments, and other instruments of transfer, and to consummate the Transaction, and any prior performance of such obligations or any prior consummation of such Sale is hereby ratified; and (iii) take all other and further actions as may be reasonably necessary or appropriate (as determined in good faith by the Purchaser) to consummate and implement the Transaction and to perform all obligations under the Asset Purchase Agreement and the Transaction Documents, without any further corporate action or order of this Court.

5. Except as otherwise expressly provided in the Asset Purchase Agreement, all persons presently on or after the Closing Date in possession of some or all of the Acquired Assets are directed to surrender possession of the Acquired Assets to the Purchaser on the Closing Date or at such time thereafter as the Purchaser may request. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtor to transfer the Acquired Assets to Purchaser in accordance with the Asset Purchase Agreement and this Sale Order.

6. *No Sub Rosa Plan.* The sale of the Acquired Assets pursuant to the Asset Purchase Agreement is contemplated by the Debtor's proposed chapter 11 plan and neither impermissibly restructures the rights of the Debtor's creditors nor impermissibly dictates the

terms of the Debtor's chapter 11 plan. Neither the Asset Purchase Agreement nor the Transaction constitutes a sub rosa chapter 11 plan.

7. *Valid Transfer; Free and Clear.* As of the Closing Date, the consummation of the Transaction shall effect a legal, valid, and enforceable transfer of the Acquired Assets to the Purchaser, and shall vest the Purchaser with all legal, equitable, and beneficial right, title, and interest in and to the Acquired Assets, free and clear of all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) pursuant to section 363(f) of the Bankruptcy Code, notwithstanding any requirement for approval or consent by any person. The Encumbrances shall attach to the proceeds of the Transaction with the same nature, validity, priority, extent, perfection, and force and effect that such Encumbrances encumbered the Acquired Assets immediately prior to the entry of this Sale Order, subject to any claims, defenses, and objections the Debtor or its estate may possess. The Asset Purchase Agreement, the Transaction Documents, and the Transaction itself shall be specifically enforceable against and binding upon (without posting any bond) the Debtor, its estate, its creditors, all counterparties to the Acquired Assets, all parties in interest, and any chapter 11 or chapter 7 trustee, and shall not be subject to rejection or avoidance by any party.

8. *Release of Encumbrances.* On, before, or after the Closing Date, each of the Debtor's creditors are authorized and directed to execute such documents, releases, or terminations, and take all other actions as may be necessary, desirable, or appropriate (as determined by the Purchaser) to release, effective as of the Closing Date, their respective Encumbrances of any kind against the Acquired Assets, as such Encumbrances may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanic's liens, or other documents or agreements evidencing any Encumbrances

against or on the Acquired Assets and shall not have delivered to the Debtor on or prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all liens, and any other documents necessary, desirable, or appropriate (as determined by the Purchaser) for the purpose of documenting the release of all Encumbrances that the person or entity has or may assert with respect to the Acquired Assets, the Debtor and the Purchaser are hereby authorized to execute and file such statements, instruments, releases, terminations, and other documents on behalf of the person or entity with respect to the Acquired Assets. The Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order or any other appropriate or desirable documents, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims, Interests, encumbrances, or liabilities against the Acquired Assets.

9. *Injunction.* All persons holding Encumbrances of any kind or nature whatsoever against or in the Debtor or the Acquired Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of the Debtor's chapter 11 case, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to the Debtor, the operation of the Debtor's business prior to the Closing Date, the Acquired Assets, or the transfer of the Acquired Assets to the Purchaser (including any rights or claims based on any successor, transferee, derivative, or vicarious liabilities), shall be and hereby are forever barred, estopped, and permanently enjoined from (a) asserting, prosecuting, or otherwise pursuing any Encumbrances against the Purchaser, the property of the Purchaser, or the Acquired Assets transferred to the Purchaser, (b) interfering

with the Purchaser's title to, or use and enjoyment of, the Acquired Assets, and (c) taking any actions or steps in furtherance of items (a) and (b) of this sentence. All persons and entities are further prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtor to sell and transfer the Acquired Assets to the Purchaser in accordance with the Asset Purchase Agreement, the Transaction Documents, and this Sale Order.

10. *No Successor, Transferee, or Similar Liability.* (a) The Purchaser is not a continuation of the Seller and its respective estate, there is not substantial continuity between the Purchaser and the Seller, and there is no continuity of enterprise between the Seller and the Purchaser; (b) the Purchaser is not holding itself out to the public as a continuation of the Debtor or its estate; (c) the transactions do not amount to a consolidation, merger, or de facto merger of the Purchaser and the Debtor and/or the Debtor's estate; and (d) the Purchaser is not a successor or assignee of the Debtor or its estate for any purpose including, but not limited to, under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat or unclaimed property laws, or other law, rule or regulation (including. without limitation. filing requirements under any such laws, rules. or regulations), or under any products liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine, and the Purchaser shall have no liability or obligation under the ~~the~~ WARN Act, ~~929~~29 U.S.C. §§ ~~210~~2101 et seq. or the Comprehensive Environmental Response Compensation and Liability Act and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the

National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act, and/or the Fair Labor Standards Act. Except for the Assumed Liabilities and Permitted Encumbrances, (i) the transfer of the Acquired Assets to the Purchaser and (ii) the assumption and assignment to the Purchaser of the Assigned Contracts and Assumed Real Property Interests do not and will not subject the Purchaser to any liability whatsoever with respect to the operation of the Debtor's business before the 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 on, in whole or in part, directly or indirectly, any theory of law or equity including, without limitation, any theory of antitrust or successor or transferee liability. The transfer of title and possession of the Acquired Assets shall be free and clear of any Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) pursuant to any successor or successor-in-interest liability theory, and the Purchaser and each of its affiliates, successors, assigns, members, partners, officers, directors, principals, and shareholders shall have no liability whatsoever for any Encumbrances, whether known or unknown, now existing or hereafter arising, whether fixed or contingent, liquidated or unliquidated, asserted derivatively or vicariously, or asserted based on Purchaser's status as a transferee, successor, or otherwise.

11. Other than Assumed Liabilities and Permitted Encumbrances, the Purchaser is not assuming, and shall not be liable or responsible for, as a successor or otherwise, any liabilities of the Debtor, including any liabilities relating to or arising from the Debtor's ownership or use of the Acquired Assets prior to the Closing Date, any liabilities calculable by reference to the Debtor or its operations, or any liabilities relating to conditions existing on or prior to the

Closing Date, which liabilities are hereby extinguished insofar as they may give rise to liability against the Purchaser or any affiliate of the Purchaser. Except as otherwise provided in the Asset Purchase Agreement, pursuant to sections 105 and 363 of the Bankruptcy Code, all persons—including the Debtor, all debt holders, equity security holders, employees or former employees, governmental entities, lenders, parties to or beneficiaries under any benefit plan, and all other creditors—holding an Encumbrance against, in, or with respect to the Debtor or the Acquired Assets, shall be forever barred and estopped from asserting such Encumbrance, including any right of setoff or subrogation, against the Purchaser or any of its affiliates, successors, assigns, or their respective officers, directors, employees, partners, or representatives, with respect to the Acquired Assets. All persons, governmental entities, and units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code), and all holders of liens based upon or arising out of liabilities retained by the Debtor, may not take any action against the Purchaser or the Acquired Assets to recover on account of any liabilities of the Debtor.

12. *Release, Discharge, and Termination of Encumbrances.* This Sale Order shall be effective as a determination that, on the closing of the Sale, all Encumbrances with respect to the Acquired Assets of any kind or nature whatsoever existing prior to the closing of the Transaction have been unconditionally released, discharged, and terminated as to the Acquired Assets (other than the Interests that attach to the net proceeds of the Sale) and that the conveyances described herein have been effected.

13. *Assumption and Assignment of Assigned Contracts and Assumed Real Property Interests.* Pursuant to sections 105(a) and 365 of the Bankruptcy Code, the Debtor is authorized to assume and assign the Assigned Contracts and Assumed Real Property Interests to the Purchaser, and the assumption and assignment of such Assigned Contracts and Assumed Real

Property Interests is hereby approved. The Debtor or Purchaser shall pay, or cause to be paid, all Cure Costs related to the Assigned Contracts and Assumed Real Property Interests in accordance with the Asset Purchase Agreement. For the avoidance of doubt, the Purchaser shall have no obligation to pay the Cure Costs to the counterparties and its only obligation to pay Cure Costs to the Debtor shall be in an amount up to the Cure Cost Cap. Upon the Closing Date, the Debtor and the Purchaser shall be deemed to have cured all defaults under ~~any~~and provided adequate assurance of future performance under the Assigned Contracts and Assumed Real Property Interests within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code.

14. The Cure Costs designated in the notices filed at Docket Nos. 115, 140, and 168 are deemed the amounts necessary to "cure" (within the meaning of Bankruptcy Code section 365(b)(l)) all "defaults" (within the meaning of Bankruptcy Code section 365(b)) under the Assigned Contracts and Assumed Real Property Interests listed thereon. Any objections to such Cure Costs, to the extent not otherwise resolved, are hereby overruled. The Court finds that with respect to all Assigned Contracts and Assumed Real Property Interests, the payment of the Cure Costs, as provided herein and in the Asset Purchase Agreement, is reasonable and appropriate and is deemed to fully and finally satisfy the Debtor's obligations under Bankruptcy Code sections 365(b) and 365(f).

15. Upon assignment of the Assigned Contracts and Assumed Real Property Interests to Purchaser in accordance with the terms of the Asset Purchase Agreement and this Sale Order, the Assigned Contracts and Assumed Real Property Interests shall be deemed valid and binding, in full force and effect in accordance with their terms, and the Debtor shall have no further liability or obligation under such Assigned Contracts and Assumed Real Property Interests. Without limiting the foregoing, each and every provision of the Assigned Contracts and

Assumed Real Property Interests or applicable non-bankruptcy law that purport to prohibit restrict, or condition, or could be construed as prohibiting, restricting, or conditioning, assignment of any Assigned Contracts or Assumed Real Property Interests has been or will be satisfied or is otherwise unenforceable under Bankruptcy Code section 365. Upon the reasonable request of Purchaser, as applicable, all counterparties to the Assigned Contracts and Assumed Real Property Interests shall cooperate and expeditiously execute and deliver, and shall not charge the Debtor 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 Transaction.

16. Other than with respect to Assumed Liabilities and Permitted Encumbrances, the Purchaser shall have no liability or obligation for any (a) defaults or breaches under any Assigned Contracts or Assumed Real Property Interests that relate to acts or omissions that occurred in the period, or otherwise arose, prior to the Closing, or (b) claims, counterclaims, offsets, setoffs, or defenses (whether contractual or otherwise, including, any right of recoupment) with respect to any Assigned Contracts or Assumed Real Property Interests that relate to any acts or omissions that arose or occurred prior to the Closing.

17. The failure of the Debtor or the Purchaser to enforce at any time one or more terms or conditions of any Assigned Contracts or Assumed Real Property Interests shall not be a waiver or amendment of such terms or conditions, or of the Debtor's or Purchaser's respective rights to enforce every term and condition of such Assigned Contracts or Assumed Real Property Interests.

18. *Continuation of Existing Approvals.* The Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, certificate of occupancy, registration, and

governmental authorization or approval of the Debtor with respect to the Acquired Assets (subject, in each case, to the terms of the Asset Purchase Agreement), and all such licenses, permits, registrations, and governmental authorizations or any other approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date. To the maximum extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend, or in any way challenge or fail to consent to any renewal of any permit or license relating to the operation of the Acquired Assets because of the filing or pendency of the Debtor's chapter 11 case or the consummation of the Transaction.

19. *General Assignment.* As of the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Acquired Assets and/or a bill of sale or assignment transferring indefeasible title and interest in the Acquired Assets to the Purchaser. Each and every federal, state, and local governmental agency or department is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Transaction and to reflect the effectiveness of the transfer.

20. *Recording and Release of Liens*. If any person or entity that has filed financing statements, mortgages, deeds of trust, mechanic's liens, *lis pendens*, or other documents or agreements evidencing interests with respect to the Debtor and/or the Acquired Assets shall not have delivered to the Debtor or Purchaser prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of any Encumbrances which the person or entity has with respect to the Debtor, the Acquired Assets, or otherwise (except Assumed Liabilities and Permitted Encumbrances) then (a) the Purchaser is hereby authorized and directed to execute and file such statements,

instruments, releases, and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) the Purchaser is hereby authorized 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 (but not a necessary condition to) the release of all such Encumbrances, against, or with respect to the Debtor and/or the Acquired 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 federal, state, and local governmental agency, department, or office. Notwithstanding the foregoing, the provisions of this Sale Order and the transfer of the Acquired Assets to the Purchaser free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) shall be and are self-executing without the necessity of any recording or filing of any document.

21. *Exemption from Recording, Stamp, and Similar Taxes.* Notwithstanding anything to the contrary in the Asset Purchase Agreement, the transactions contemplated by the Asset Purchase Agreement and this Sale Order, and the execution, delivery, and/or recordation of any and all documents or instruments necessary or desirable to consummate the Transaction, are exempt from any and all stamp taxes, and/or sales, transfer, or other similar taxes, and any transfer fees or other similar costs incurred or assessed by any federal, state, local, or foreign taxing authority (including interest and penalties, if any) to the maximum extent permitted by applicable law, including section 1146 of the Bankruptcy Code. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all governmental units and persons (as defined in sections 101(27) and 101(41) of the Bankruptcy Code, respectively) are hereby enjoined from taking any action against the Purchaser or the Acquired Assets to recover any claim which such person or governmental unit has or may assert against the Debtor (as such claims exist immediately prior

to the Closing Date) relating to a stamp, transfer tax, or similar tax arising from the transfer of the Acquired Assets to the Purchaser. The so-called "bulk sales," "bulk transfer," or other similar laws (i) do not apply to the transactions contemplated by the Asset Purchase Agreement and this Sale Order and the execution, delivery, and/or recordation of any and all documents or instruments necessary or desirable to consummate the Transaction or (ii) the Debtor complied with such laws.

22. *Good Faith of the Purchaser.* The Transaction specified in the Asset Purchase Agreement and herein is undertaken by the Purchaser 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 Transaction contemplated by the Asset Purchase Agreement shall not affect the validity of the sale. The Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

23. *No Avoidance of Asset Purchase Agreement.* Neither the Debtor nor the Purchaser have engaged in any conduct that would cause, allow or permit the Asset Purchase Agreement to be avoided or for costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Asset Purchase Agreement and the Transaction contemplated thereby shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Asset Purchase Agreement.

24. *Clay County Appraisal District*. Notwithstanding anything in this Sale Order or the Asset Purchase Agreement, the secured taxes for tax years 2025 and 2026 (the "**Clay CAD Tax Claims**") owing to Clay County Appraisal District ("**Clay CAD**") shall remain attached to

the taxable property until the Clay CAD Tax Claims are paid in full. The Debtor shall pay the 2025 taxes in full at closing together with applicable statutory interest. In the event that any of the 2025 Clay CAD Tax Claims are disputed, funds sufficient to pay the disputed Clay CAD ~~Tax Claim~~ Tax Claim, along with applicable interest, shall be placed in a segregated account and shall not be paid to any other party until the dispute is resolved by agreement of the parties or by order of this Court. The Purchaser shall assume full responsibility for the 2026 taxes and shall pay the 2026 taxes in full when due. If not timely paid, the Clay CAD may proceed with non-bankruptcy collections against the Purchaser and the property, without leave or approval of the Court. All parties' rights to object to the priority, validity, amount and extent of the Clay CAD Tax Claims and the asserted liens are fully preserved.

25. Real and personal property Taxes and assessments shall be prorated between the Debtor and Purchaser as provided in the Asset Purchase Agreement.

26. ~~25.~~ *GE Vernova International LLC*. Notwithstanding the foregoing, and based upon representations made on the record by counsel for the parties, the Court finds that (i) the Debtor has received and properly applied all liquidated damages credits or other credits to which it is entitled under the GEVI ~~Contract~~Agreement (hereinafter defined) for the reference period of January 1, 2025 - December 31, 2025; (ii) the Debtor has paid all amounts due to GE Vernova International LLC ("**GEVI**") under the GEVI Agreement through the date of entry of this Order; (iii) there are no defaults, pending disputes, or other claims held by the parties arising under or related to the GEVI Agreement with respect to the application of liquidated damages credits and payments referenced in the preceding (i) and (ii); and (iv) the Debtor has provided GEVI with adequate assurance of future performance by the Purchaser. On that basis, GEVI announced its withdrawal of its Limited Objection to Cure Amount [Doc. No. 155] and Response to Notice of

Stalking Horse Bidder [Doc. No. 156]. Accordingly, the Debtor is authorized to assume and assign to the Purchaser (i) the Full Service Agreement dated October 1, 2019 (as amended, "**GEVI Agreement**"), by and between the Debtor and GEVI (formerly known as General Electric International, Inc.), and (ii) the Contract for Sale of Power Generation Equipment and Related Services Dated July 18, 2014 (as amended). The Purchaser shall assume all obligations arising under the GEVI Agreement on the Closing Date.

27. ~~26.~~ *Payment of Prepetition Secured Obligations*. On the Closing Date, the Debtor shall satisfy the Allowed Prepetition Secured Obligations (as defined in the *Amended Combined Disclosure Statement and Chapter 11 Plan* [Docket No. 209]) from the proceeds of the Transaction.

28. ~~27.~~ *Binding Effect.* This Sale Order and the Asset Purchase Agreement shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons 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 or state of title in or to any of the Acquired Assets. The terms and provisions of the Asset Purchase Agreement, the Transaction Documents, the Bidding Procedures Order, and this Sale Order shall be binding in all respects upon the Debtor and its affiliates and subsidiaries and such parties' successors and assigns, the Debtor's estate, all creditors thereof (whether known or unknown), all holders of equity interests in the Debtor, holders of Encumbrances in, against, or on all or any portion of the Acquired Assets, all non-Debtor parties to the Acquired Assets, the Purchaser, and their

respective successors and assigns, and any and all third parties, notwithstanding any subsequent appointment of any trustee, examiner, "responsible person" or other fiduciary (collectively, the "**Trustee**") of the Debtor under any chapter of the Bankruptcy Code, as to which Trustee such terms and provisions likewise shall be binding, and the Asset Purchase Agreement (including the Acquired Assets) shall not be subject to rejection or avoidance under any circumstances.

29. ~~28.~~ *Subsequent Order and Plan Provisions.* Notwithstanding anything to the contrary contained in any chapter 11 plan confirmed in the Debtor's chapter 11 case or any subsequent order of this Court, including, without limitation, any order confirming any such chapter 11 plan, any order authorizing the sale of assets of the Debtor pursuant to any section of the Bankruptcy Code, and any order approving the wind-down or dismissal of the Debtor's chapter 11 case or any subsequent chapter 7 case, nothing in such plan or order shall change, supersede, abrogate, nullify, restrict, or conflict with the provisions of the Asset Purchase Agreement, the Transaction Documents, or this Sale Order, or in any way prevent or interfere with the consummation or performance of the Transaction contemplated therein. All net proceeds of the Sale shall be subject to and distributed in accordance with the terms of any chapter 11 plan confirmed in the Debtor's case. Notwithstanding anything herein or in any chapter 11 plan to the contrary or the Asset Purchase Agreement, at the Closing, the Debtor shall cause the Escrow Agent (as defined in the Asset Purchase Agreement) to retain from the Deposit (as defined in the Asset Purchase Agreement) an amount to be agreed by the Purchaser and the Debtor prior to Closing (which amount shall, in no event, be more than $200,000.00) (the "**Post-Closing Credits Adjustment Fund**") to secure Seller's obligations under Section 2.3(i) of the Asset Purchase Agreement; provided Purchaser shall have a valid and automatically perfected first-priority security interest in the Post-Closing Credits Adjustment Fund solely to the

extent necessary to secure payment of any Post-Closing Adjustment ultimately determined to be owing to Purchaser pursuant to Section 2.3 of the Asset Purchase Agreement, which funds may be held by the Escrow Agent. Within five (5) Business Days (as defined in the Asset Purchase Agreement) following the Seller's delivery of a Statement of Objections (if any) pursuant to Section 2.3(e) of the Asset Purchase Agreement, any excess funds in the Post-Closing Credits Adjustment Fund which are not needed to satisfy any Post-Closing Adjustment (as defined in the Asset Purchase Agreement) payable or purportedly payable to Purchaser (if any) and which are not subject to a good-faith dispute shall be distributed to the Debtor or the Liquidation Trust under the Debtor's confirmed chapter 11 plan (as applicable), free and clear of any claims or liens of the Purchaser. Any excess amounts remaining in the Post-Closing Adjustment Fund following the payment of any Post-Closing Adjustment to the Purchaser shall be distributed to the Debtor or the Liquidation Trust under the Debtor's confirmed chapter 11 plan (as applicable), free and clear of any claims or liens of the Purchaser and Purchaser's security interest therein shall automatically terminate without further action by any party as soon as reasonably practicable following such payment to the Purchaser. Any dispute over the amount or existence of any Post-Closing Adjustment shall be resolved pursuant to the procedures provided in Section 2.3 of the Asset Purchase Agreement. Purchaser shall have no allowed administrative expense claim, secured claim, deficiency claim, or other recourse against the Debtor, the Liquidation Trust, or any assets thereof with respect to any Post-Closing Adjustment except solely from the Post-Closing Credits Adjustment Fund. At Closing, subject to reconciliation under Section 2.4 of the Asset Purchase Agreement, the Closing Date Payment shall be increased or decreased by the net amount of the prorations determined pursuant to Section 2.4 of the Asset Purchase Agreement.

30. ~~29.~~ *Failure to Specify Provisions.* The failure to specify or include any particular provisions of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Asset Purchase Agreement and the assignment of the Acquired Assets be authorized and approved in their entirety.

31. ~~30.~~ *Automatic Stay.* The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted to the extent necessary to (i) allow the Purchaser to deliver any notice provided for in the Asset Purchase Agreement, (ii) allow the Purchaser to take any actions to enforce the Asset Purchase Agreement and (iii) allow the Purchaser to take any and all actions permitted under the Asset Purchase Agreement in accordance with the terms and conditions thereof. The automatic stay imposed by section 362 of the Bankruptcy Code shall be modified solely to the extent necessary to implement the preceding sentence, and this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

32. ~~31.~~ *Bankruptcy Rules Satisfied or Waived.* The requirements set forth in Bankruptcy Rules 6004 and 6006 have been satisfied or are otherwise deemed to be waived. The terms of this Sale Order shall be effective and enforceable immediately upon entry, and shall not be subject to stay provisions contained in Bankruptcy Rules 6004(h) and 6004(d). Time is of the essence in closing the Transaction and the Debtor and the Purchaser intend to close the sale as soon as possible.

33. ~~32.~~ *Conflicts Between Order and Asset Purchase Agreement.* To the extent anything contained in this Sale Order conflicts with a provision in the Asset Purchase Agreement or Transaction Documents, this Sale Order shall govern and control. Notwithstanding the foregoing, nothing in this Sale Order shall modify or waive any closing conditions or termination

rights in the Asset Purchase Agreement, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

34. ~~33.~~ *Provisions Nonseverable and Mutually Dependent.* The provisions of this Sale Order, the Asset Purchase Agreement, and the Transaction Documents are non-severable and mutually dependent.

35. ~~34.~~ *Retention of Jurisdiction.* This Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of the Asset Purchase Agreement, the Transaction Documents, the Bidding Procedures Order, and this Sale Order, and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned to the Purchaser by the Debtor, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transaction, the Assigned Contracts, the Assumed Real Property Interests, or the Acquired Assets. This Court retains jurisdiction to compel delivery of the Acquired Assets, to protect the Purchaser and its assets, including the Acquired Assets, against any Encumbrances or successor or transferee liability and to enter orders, as appropriate, pursuant to sections 105(a), 363, or 365 (or other applicable sections) of the Bankruptcy Code necessary to transfer the Acquired Assets to the Purchaser. In the event this Court abstains from exercising or declines to exercise jurisdiction with respect to any matter referenced in this paragraph or is without jurisdiction, such abstention, refusal, or lack of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

36. ~~35.~~ *Conditions Precedent.* Neither the Purchaser nor the Debtor shall have an obligation to close the Transaction until all conditions precedent in the Asset Purchase Agreement to each of their respective obligations to close the Transaction have been satisfied or

waived in accordance with the terms of the Asset Purchase Agreement.

Dated _____, 2026

_____
Houston, Texas
ALFREDO R. PÉREZ

UNITED STATES BANKRUPTCY JUDGE