FORM OF PROPOSED ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
YOGAWORKS, INC., *et al.*[1]	Case No. 20-12599 (KBO)
Debtors.	(Jointly Administered)
	Ref. D.I. No. 76

ORDER (A) AUTHORIZING SALE OF SUBSTANTIALLY ALL OF DEBTORS' ASSETS PURSUANT TO SUCCESSFUL BIDDER(S)' ASSET PURCHASE AGREEMENT, FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; AND (B) APPROVING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND LEASES

Upon consideration of the *Motion of the Debtors and Debtors-In Possession for Entry of an Order (A) Authorizing the Sale of Substantially All of the Debtors' Assets Pursuant to Successful Bidder(s)' Asset Purchase Agreement, Free and Clear of All Liens, Claims, Interests, and Encumbrances, and (B) Approving Assumption and Assignment of Certain Executory Contracts and Leases* (the "Sale Motion") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); the Court having entered the *Order (A) Approving Bidding Procedures and Protections in Connection with a Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Interests; (B) Scheduling an Auction and Sale Hearing; (C) Approving the Form and Manner of Notice Thereof; (D) Approving Procedures Related to Assumption and Assignment of Certain Executory Contracts and Leases; and (E) Granting Related Relief* on **November 10, 2020 [D.I. No. 141]** (the "Bidding Procedures

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number is (1) YogaWorks, Inc., a Delaware corporation (9105); and (2) Yoga Works, Inc., a California corporation (0457).

Order");[2] the auction for the Purchased Assets (the "Auction") having been held on **December 7, 2020**, pursuant to which funds managed by MEP Capital Management, LLC and affiliates of GoDigital Media Group, LLC (together with their affiliates or assignees, the "Buyer") was selected as the Successful Bidder; the Debtors, in consultation with the Consultation Parties having determined that the highest and otherwise best offer for the Purchased Assets was made by the Buyer; the Court having held a hearing (the "Sale Hearing") on **December 22, 2020**, to consider the Sale Motion; the Court having reviewed the Sale Motion and the record in the Debtors' chapter 11 cases (the "Cases"); the Court having considered the statements of counsel to the Debtors and the Buyer, and other evidence submitted by the parties; and after due deliberation thereon and for good cause having been shown, the Court finds that the entry of this order (this "Sale Order") and granting the relief set forth herein are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings of Fact and Conclusion of Law. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of fact herein constitute conclusions of law, they are adopted as such. To the extent that any conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction and Venue. The Court has jurisdiction over the Sale Motion, the transaction contemplated in the Agreement, and the property of the Debtors' estates, including,

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

without limitation, the Purchased Assets (as defined in the Agreement) to be sold, transferred, or conveyed pursuant to the Agreement, pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Basis for Relief. The statutory basis for the relief requested in the Sale Motion are (i) sections 105, 363, and 503 of title 11 of the United States Code (the "Bankruptcy Code"), (ii) Bankruptcy Rules 2002(a)(2), 6004, 6006, and 9014, and (iii) Rules 2002-1 and 6004-1 of the Local Rules for the United States Bankruptcy Court District of Delaware (the "Local Rules").

D. Final Order. 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) and Local Rule 6004-1(b), 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.

E. Adequate Notice of the Sale. As evidenced by the certificates of service filed with the Court, proper, timely, adequate, and sufficient notice of, and a reasonable opportunity to object or otherwise to be heard regarding: the Sale Motion, the Auction, the Sale Hearing, and the transactions contemplated by that certain Asset Purchase Agreement by and among YogaWorks, Inc., Yoga Works, Inc., and the Buyer dated December 22, 2020 as attached hereto as **Exhibit A** (together with all Contracts (as defined therein) entered into by the Debtors and the Buyer in connection therewith, including, without limitation, the exhibits and schedules attached thereto, the "Agreement"), including, without limitation, the sale of the Debtors' Purchased Assets (the

"Sale"), have been given to all Persons[3] entitled to notice pursuant to the Bidding Procedures Order, including, without limitation, the following: (i) all Persons who have requested notice in the Cases pursuant to Bankruptcy Rule 2002; (ii) all applicable federal, state, and local taxing and regulatory authorities; (iii) the Office of the United States Trustee for the District of Delaware; (iv) all creditors or their counsel known to the Debtors to assert a lien (including any security interest), claim, right, interest, or encumbrance or record against all or any portion of the Purchased Assets; (v) counsel to GHP; (vi) counsel to the Committee; (vii) counsel to the Stalking Horse Bidder; (viii) all counterparties to any executory contract or unexpired lease of the Debtors; and (ix) all potential bidders. The notice provided constitutes good and sufficient notice of, and a reasonable opportunity to object or be heard regarding, the Sale Motion, the Auction, the Sale Hearing, and the entry of this Sale Order, under sections 102(1), and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6006, and 9014, the Local Rules, and the Bidding Procedures Order. No other or further notice of, opportunity to object to, or other opportunity to be heard regarding the Sale Motion, the Auction, the Sale Hearing, the Sale, or the entry of this Sale Order need be given to any Person.

F. Adequate Process and Disclosure. The Bidding Procedures set forth in the Bidding Procedures Order were reasonable and fair to all Persons, and established in good faith. The disclosures made by the Debtors concerning the Agreement and the transactions contemplated thereunder, the Auction, and the Sale Hearing were good, complete, and adequate.

G. Exercise of Business Judgment. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to sell the Purchased Assets under section 363 of

[3] "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or any other entity, including, without limitation, any Governmental Authority or any group of any of the foregoing.

the Bankruptcy Code prior to confirmation of a chapter 11 plan under section 1129 of the Bankruptcy Code, and such actions are appropriate exercises of their reasonable business judgment and in the best interests of the Debtors, their estates, and their creditors.

H. Fair Bidding and Sale Process. The Debtors, the Committee, Serene Investment Management, LLC and its affiliates ("Serene"), and each of their respective professionals have complied, in good faith, in all respects with the Bidding Procedures Order. As demonstrated by (i) testimony and other evidence proffered or adduced at the Sale Hearing or submitted by affidavit or declaration at or prior to the Sale Hearing, and (ii) the representations of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures Order, the Debtors: (a) afforded interested potential purchasers a full, fair, and reasonable opportunity to qualify as Bidders and submit their highest or otherwise best offer to purchase the Purchased Assets; (b) provided potential purchasers, upon request, sufficient due diligence information to enable them to make an informed judgment on whether to bid on the Purchased Assets and to submit the materials required under the Bidding Procedures Order by the Bid Deadline; and (c) considered any Qualified Bids submitted on or before the Bid Deadline.

I. Auction. The Auction: (i) was held, as provided in the Bidding Procedures Order, on **December 7, 2020**; (ii) was conducted pursuant to procedures established in good faith and in compliance with the Bidding Procedures Order; and (iii) afforded a full, fair, and reasonable opportunity for any Person that submitted a timely Qualified Bid to make a higher or otherwise better offer for the Purchased Assets than that of the Buyer.

J. Title to Purchased Assets. The Debtors are the sole and lawful owner of, and have clear and marketable title to, the Purchased Assets to be sold pursuant to the Agreement, including,

without limitation, all items of personal property and real property owned by the Debtors, as identified in the Agreement. The Debtors have full corporate power and authority to execute, deliver, and perform under the Agreement and to consummate all transactions contemplated thereby, without any further consent or approval required. No other consents or approvals, other than as may be expressly provided for in the Agreement, are required by the Debtors.

K. Free and Clear of Liens. The Buyer has offered to purchase the Purchased Assets free and clear of all Liens[4] and Liabilities[5], excluding any Assumed Liabilities as provided in the Agreement, to the fullest extent authorized under section 363(f) of the Bankruptcy Code and other applicable law. If the sale of the Purchased Assets to the Buyer were not free and clear of all Liens and Liabilities, or if the Buyer would, or in the future could, be liable for any Liens or Liabilities, the Buyer would not have entered into the Agreement and would not consummate the Sale or the transactions contemplated by the Agreement, thus adversely affecting the Debtors, their estates, and their creditors.

L. Highest and Best Offer. At the conclusion of the Auction, the Debtors determined, in consultation with the Consultation Parties, that the Buyer's bid for the Purchased Assets, as

[4] "Lien" means any mortgage, pledge, lien (statutory or otherwise), encumbrance, charge, security interest, option, right of first refusal, right of first offer, easement, interest, deed of trust, servitude, transfer restriction under any shareholder or similar agreement, security agreement or other encumbrance or restriction on the use or transfer of any property, hypothecation, license, preference, priority, covenant, right of recovery, order of any Governmental Authority, of any kind or nature (including, without limitation, (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, and (iii) any leasehold interest, license, or other right, in favor of a third party or a Debtor, to use any portion of the Purchased Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown; provided, however, that "Lien" shall not be deemed to include any license of Intellectual Property.

[5] "Liability" means all indebtedness, losses, claims (including, without limitation, "claims" as defined in section 101(5) of the Bankruptcy Code), damages, expenses, fines or other penalties, costs, royalties, proceedings, deficiencies, duties, obligations, and other liabilities (including, without limitation, those arising out of any Litigation, such as any settlement or compromise thereof or judgment or award therein) of a Person (whether absolute, accrued, contingent, fixed, liquidated or unliquidated, or otherwise, and whether known or unknown, and whether due or to become due, and whether in Contract, tort, strict liability, or otherwise, and whether or not resulting from third-party claims).

described in the Agreement, was the highest and otherwise best bid. The offer to purchase the Purchased Assets made by the Buyer, under the terms and conditions set forth in the Agreement: (i) was made in good faith and complied in all respects with the Bidding Procedures Order; (ii) is the highest or otherwise best offer obtained for the Purchased Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other alternative; (iii) is for fair, adequate, and sufficient consideration that constitutes reasonably equivalent value for the Purchased Assets being conveyed to the Buyer; (iv) is fair and reasonable; (v) is in the best interests of the Debtors' estates, the Debtors' creditors, and other parties in interest; and (vi) would not have been made by the Buyer absent the protections afforded to the Buyer by the Bidding Procedures Order, the Agreement, the Bankruptcy Code, and this Sale Order.

M. Business Judgment to Consummate Sale. The Debtors' determination that the Sale to the Buyer, pursuant to the Agreement, provides the highest or otherwise best offer for the Purchased Assets, and their related decision to sell the Purchased Assets to the Buyer, each constitutes a reasonable exercise of the Debtors' business judgment and each is in the best interests of the Debtors, their estates, and their creditors. The facts and circumstances stated in the Sale Motion demonstrate the exigent nature of the Debtors' business situation, and the Debtors have articulated sound business reasons for consummating the Agreement and for selling the Purchased Assets outside of a chapter 11 plan. It is a reasonable exercise of the Debtors' business judgment to execute, deliver, and consummate the Agreement and consummate the transactions contemplated by the Agreement, subject to this Sale Order.

N. Liens. Each Person with a Lien in any of the Purchased Assets to be transferred on the Closing Date (i) has consented to, or is deemed to have consented to, the sale free and clear of such Lien, or (ii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code

and has been satisfied as to all such Liens. Those holders of Liens who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented to entry of this Sale Order pursuant to section 363(f)(2) of the Bankruptcy Code. Each holder of a Lien is adequately protected by having its Lien, if any, attach to the net cash proceeds of the Sale ultimately attributable to the property against or in which it asserts a Lien, with the same validity and priority, and to the same extent, as existed before the Sale, and subject to the terms of the instruments that created such Lien and to any Liabilities and defenses the Debtors and their estates may possess with respect thereto. Not selling the Purchased Assets free and clear of all Liens would adversely impact the Debtors' estates, and any sale of the Purchased Assets other than one free and clear of all Liens would be of substantially less value to the Debtors' estates. Therefore, approval of the Agreement and consummation of the Sale free and clear of Liens and Liabilities is appropriate pursuant to section 363(f) of the Bankruptcy Code.

O. Purchased Assets Are Free and Clear of Liens and Liabilities. To the fullest extent authorized by section 363(f) of the Bankruptcy Code, the Buyer's acquisition of the Purchased Assets shall be free and clear of any successor liability, including, without limitation, on account of Liens or Liabilities of any nature whatsoever, whether known or unknown, whether asserted or unasserted as of the Closing, and subject in all respects to the terms of the Agreement.

P. Valid Contract. The Agreement is a valid and binding contract among the Debtors and the Buyer, which shall be enforceable according to its terms. From and after the Closing Date, the Agreement, the Sale itself, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and any chapter 7 or chapter 11 trustee appointed in the Cases, and shall not be subject to rejection or avoidance by the foregoing Persons or any other Person. Upon the Closing, the transfer of the Purchased Assets to the Buyer

is a legal, valid, and effective transfer of the Purchased Assets and will vest the Buyer on the Closing Date (as defined in the Agreement) with all right, title, and interest of the Debtors in and to the Purchased Assets except those explicitly and expressly excluded by the Buyer in the Agreement or this Sale Order, free and clear of any and all Liens and Liabilities. Except as specifically provided in the Agreement or this Sale Order, the Buyer shall not assume or become liable for any Liens or Liabilities relating to the Purchased Assets.

Q. No Continuation or Insider Status. The Buyer is not holding itself out to the public as a continuation of the Debtors, and no common identity of directors, stockholders, members, or other equity holders exists between the Buyer and the Debtors. The transactions contemplated by the Agreement do not amount to a consolidation, merger, or *de facto* merger of the Buyer and the Debtors and/or the Debtors' estates; there is neither substantial continuity of enterprise between the Debtors and the Buyer, nor is the Buyer a mere continuation of the Debtors or their estates, and the Buyer does not constitute an alter ego or a successor in interest to the Debtors or their estates. The Buyer is not an "insider" or "affiliate" of the Debtors, as those terms are defined in the Bankruptcy Code. The Buyer is a buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and, therefore, the Buyer is entitled to all the protections of sections 363(m) and 363(n) of the Bankruptcy Code with respect to the Purchased Assets.

R. Good Faith. The Agreement and the transactions contemplated thereunder were negotiated and entered into in good faith within the meaning of section 363(m) of the Bankruptcy Code, based on arm's-length bargaining, and without collusion or fraud of any kind. Neither the Debtors nor the Buyer have engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of or implicate section 363(n) of the Bankruptcy Code to the Agreement or to the consummation of the Sale and transfer of the

Purchased Assets to the Buyer. Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction. The Debtors were free to deal with any other Person interested in buying or selling on behalf of the Debtors' estates some or all of the Purchased Assets. Accordingly, the Buyer is entitled to all the protections and immunities of section 363(m) of the Bankruptcy Code.

S. Corporate Authority. The Debtors, acting by and through their agents, representatives, and officers, have full corporate power and authority to execute and deliver the Agreement and all other documents contemplated thereby, and no further consents or approvals are required for the Debtors to consummate the transactions and any related actions contemplated by the Agreement, except as otherwise set forth in the Agreement.

T. Actions in the Absence of Stay Pending Appeal. In the absence of a stay pending appeal, the Buyer is acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in closing the transactions contemplated by the Agreement at any time on or after the entry of this Sale Order, and cause has been shown as to why this Sale Order should not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

U. No *Sub Rosa* Plan. The Sale of the Purchased Assets outside of a chapter 11 plan pursuant to the Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan or plan of reorganization for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

V. Consideration. The Agreement was not entered into, and neither of the Debtors or the Buyer have entered into the Agreement or proposed to consummate the transactions contemplated thereby, for the purpose of hindering, delaying, or defrauding the Debtors' present or future creditors. The total consideration provided by the Buyer for the Purchased Assets is the highest or otherwise best offer received by the Debtors, and the Purchase Price constitutes

(i) reasonably equivalent value under the Bankruptcy Code and the Uniform Voidable Transactions Act(ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration, and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Purchased Assets.

W. Time Is of the Essence. Time is of the essence in consummating the Sale. To maximize the value of the Purchased Assets, it is essential that the Sale of the Purchased Assets occur within the time constraints set forth in the Agreement. Accordingly, there is cause to determine inapplicable the stays contemplated by Bankruptcy Rules 6004 and 6006.

X. No Obligation Regarding Excluded Liabilities. The Buyer has not agreed to assume and shall have no obligation with respect to any Liens or Liabilities of the Debtors, other than as expressly set forth in the Agreement. Other than the Assumed Liabilities, and except as expressly provided for by the terms of the Agreement, the Buyer (i) shall have no obligations with respect to any Excluded Liabilities, (ii) shall acquire all of the Purchased Assets free and clear of the Excluded Liabilities, and (iii) is released by the Debtors and all other Persons with respect to such Excluded Liabilities.

Y. Personally Identifiable Information. The Debtors, in connection with offering products or services, did not disclose any policy prohibiting the transfer or personally identifiable information with respect to the Purchased Assets, and, therefore, the Sale of the Purchased Assets may be approved by section 363(b)(1)(A) of the Bankruptcy Code without the appointment of a consumer privacy ombudsman, as defined in section 363(b)(1) of the Bankruptcy Code.

Z. No Claims by Debtors. Except as set forth herein and under the Agreement, the Debtors agree and acknowledge that they have no Liabilities that could be asserted against the

Buyer.

AA. Local Rule. The Sale Motion complies with all aspects of Local Rule 6004-1.

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

IT IS HEREBY ORDERED THAT:

1. The Sale Motion is GRANTED as set forth herein.

2. Objections. Except as provided to the contrary herein, all objections to the Sale Motion or the relief provided herein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled and denied on the merits with prejudice.

3. Notice. Notice of the Sale Hearing was fair, equitable, proper, and sufficient under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, the Local Rules, and as required by the Bidding Procedures Order.

4. Transfer of Purchased Assets. The Debtors, in transferring the Purchased Assets pursuant to this Sale Order and section 363 of the Bankruptcy Code, are deemed, under section 1107(a) of the Bankruptcy Code, to have all rights and powers to perform all the functions and duties of a trustee serving in a case under chapter 11 and will transfer the property pursuant to this Sale Order.

5. Consideration. The Sale of the Purchased Assets to the Buyer under the Agreement constitutes a transfer for reasonably equivalent value and fair consideration and shall be deemed

for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law. The Sale of the Purchased Assets to the Buyer is a legal, valid, and effective transfer of the Purchased Assets notwithstanding any requirement for approval or consent of any Person. All proceeds derived from the Sale of the DIP Collateral shall be applied and paid upon receipt subject to the terms of the *Final Order (I) Authorizing Debtors to Obtain Postpetition Financing and Use Cash Collateral; (II) Granting Liens and Superpriority Claims and Adequate Protection; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [D.I. 133] (the "Final DIP Order"), including paragraph J therein. After such application of the proceeds to their claim at the Closing of the Sale, Serene and its affiliates, including without limitation YogaWorks Investment Fund, LLC, will forever and unconditionally waive (i) repayment of any claims or other amounts related to the DIP Facility; and (ii) all of its secured and unsecured claims related to the GHP Loan. For the avoidance of doubt, the challenge rights referenced at paragraph 19 of the Final DIP Order are preserved as set forth therein.

6. Authorization. The Debtors and their directors, officers, employees, authorized signatories, members, agents, representatives, and attorneys are hereby authorized to fully perform under, consummate, and implement the terms of the Agreement, together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Agreement, this Sale Order, and the Sale of the Purchased Assets contemplated thereby including, without limitation, deeds, assignments, stock powers, and other instruments of transfer, and to take all further actions as may be necessary for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyer, or reducing to possession any or all of the Purchased Assets or Assumed Liabilities, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Agreement, forthwith and

without any further corporate action or orders of the Court. Neither the Buyer nor the Debtors shall have any obligation to proceed with the closing of the Agreement unless and until all conditions precedent to the Buyer's and the Debtors' respective obligations thereunder have been met, satisfied, or waived by the Buyer or the Debtors, as the case may be.

7. Authorization to Execute Related Documents for Agreement. The Debtors and each other Person having duties or responsibilities under the Agreement, any agreements related thereto, or this Sale Order, and their respective directors, officers, employees, authorized signatories, members, agents, representatives, and attorneys, are authorized and empowered, subject to the terms and conditions contained in the Agreement: to carry out all of the provisions of the Agreement; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Agreement; to take any and all actions contemplated by the Agreement, any related agreements, or this Sale Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with and necessary or appropriate to implement, effectuate, and consummate the Agreement, any related agreements, this Sale Order, and the transactions contemplated thereby and hereby, forthwith and all without further application to or order of the Court.

8. Authorization for Governmental Filings. The Debtors and the Buyer are authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Agreement, any related agreements, or this Sale Order, including, without limitation, amended and restated certificates or

articles of incorporation and bylaws, or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors and the Buyer may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such Persons to so act. The directors, officers, employees, authorized signatories, members, agents, representatives, and attorneys of the Debtors shall be, and hereby are, authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, or enforceable).

9. Authorization of Buyer for Licenses. The Buyer shall be authorized, as of the Closing Date, to: (a) operate any property or any other business transacted with respect to the Purchased Assets under all licenses, permits, registrations, and governmental authorizations and approvals; and (b) obtain and pay any and all fees associated with any lawful license or permit, until such time that the Buyer is able to cause said licenses, permits, registrations, or governmental authorizations or approvals to be transferred to the Buyer or until such time that the Buyer is able to obtain replacement licenses and permits.

10. Cooperation Regarding Licenses. The Debtors shall: (a) cooperate in the transfer of all licenses and permits to the Buyer; (b) execute and deliver such documentation and certificates as are necessary or required to operate, transfer, or cancel the licenses and permits; and (c) not engage in any acts that would interfere with the Buyer's operation, transfer, or cancellation of licenses or permits. All such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to the Buyer.

11. Transfer of Purchased Assets. All of the Debtors' interests in the Purchased Assets to be acquired by the Buyer under the Agreement shall be, as of the Closing Date, transferred to and vested in the Buyer. Upon the occurrence of the Closing Date, this Sale Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Purchased Assets acquired by the Buyer under the Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Purchased Assets to the Buyer.

12. No Liability of Buyer. Except as otherwise provided for herein and in the Agreement, the transfer of the Purchased Assets does not and will not subject the Buyer and/or its affiliates, designees, assignees, successors, directors, officers, employees, equity holders, authorized signatories, members, agents, representatives, attorneys (each a "Protected Party," and all such Persons collectively and together with the Buyer, the "Protected Parties") or any of their respective property or assets to any Liability by reason of such transfers and assignments under the laws of the United States, any state, territory, or possession thereof, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of successor or transferee liability.

13. No Assumption of Liabilities. Except as provided in or pursuant to the Agreement, the Buyer is not assuming and is not deemed to assume, and the Buyer shall not be, nor shall any affiliate of the Buyer be, in any way liable or responsible for, as a successor or otherwise, any Liens or Liabilities of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership, possession, control, or use of the Purchased Assets prior to the consummation of the transactions contemplated by the Agreement, or any liabilities calculable by reference to the Debtors or their operations, or to any or all of the Purchased Assets, or relating to continuing or

other conditions existing on or prior to consummation of the transactions contemplated by the Agreement, which Liens and Liabilities are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against the Buyer or any of its affiliates.

14. No Successor Liability. To the fullest extent permitted by applicable law, neither the Buyer nor its affiliates, successors, or assigns shall, as a result of the consummation of the transactions set forth in the Agreement: (a) be an alter ego, mere continuation, or a successor in interest to the Debtors or the Debtors' estates; (b) have, *de facto* or otherwise, merged or consolidated with or into the Debtors or the Debtors' estates; (c) be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors; or (d) be a joint employer or co-employer with, or successor employer, of the Debtors. The Buyer shall not assume, or be deemed to assume or in any way be responsible for, any Liability of the Debtors or their estates, except as specifically provided for in the Agreement. Except as specifically provided by the Agreement, the Buyer shall not assume, be deemed to assume, or in any way be responsible for any Liens or Liabilities of the Debtors and/or their estates, including, without limitation, pursuant to any successor liability or other theory of liability or responsibility for any Liability against the Debtors, against an insider of the Debtors, against the Purchased Assets, the Debtors' assets, or similar liability.

15. Transfer of Purchased Assets Free and Clear of Liens and Liabilities. Pursuant to sections 105, 363(b), and 363(f) of the Bankruptcy Code, title to the Purchased Assets shall pass to the Buyer on the Closing Date, free and clear of any and all Liens and Liabilities, except as specifically provided by the Agreement.

16. Without limiting the terms of the foregoing paragraph, the Purchased Assets shall pass to the Buyer on the Closing Date free and clear of all Liens and Liabilities, whether known

or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether derivatively, vicariously, as transferee or successor or otherwise, of any kind, nature, or character whatsoever, arising out of or on account of: (a) any employment, collective bargaining, or other labor agreements or the termination thereof; (b) any defined benefit, multiemployer, defined contribution, retirement, medical benefit, or any other employee pension, welfare, compensation, or other employee benefit plans, agreements, practices, or programs, including, without limitation, any pension plan of or related to any of the Debtors or any of Debtors' affiliates or predecessors or any current or future employees of any of the foregoing, or the termination of any of the foregoing; (c) the Debtors' business operations or the cessation thereof; (d) any litigation involving one or more of the Debtors; (e) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) and any other federal or state environmental health and safety laws and regulations; (f) any employee, benefit, worker's compensation, occupational disease, or unemployment or temporary disability related Liability, including, without limitation, Liabilities that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988, (vii) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) the Multiemployer Pension Plan Amendments Act of 1980, (xi) state discrimination laws, (xii) state unemployment compensation laws or any other similar state and local laws, (xiii) state workers' compensation laws, or (xiv) any other state, local, or federal employee benefits laws, regulations, or rules, or other state, local, or federal laws,

regulations, or rules relating to any employment with any of the Debtors or any of their respective predecessors; (g) any antitrust laws; (h) any product liability or similar laws, whether state or federal or otherwise; (i) any bulk sales or similar laws; (j) any federal state, or local tax statutes, regulations, or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (k) any common law doctrine of *de facto* merger or successor or transferee liability, successor-in-interest liability theory, or any other theory of or related to successor liability; and the Debtors hereby waive and release the Buyer from any such Liens and Liabilities, except as specifically provided by the Agreement.

17. Liability Regarding Employees Prior to Closing. The Buyer shall not be deemed to be a joint employer, single employer, co-employer, or successor employer with the Debtors for any purpose or under the laws of the United States, any state, territory, or possession thereof, and the Buyer shall not have any obligation to pay any past wages, benefits, or severance pay or extend or make any benefits or benefit programs, including, without limitation, the Consolidated Omnibus Budget Reconciliation Act of 1985 or any similar laws or regulations, to any of the Debtors' employees or former employees, including, without limitation, any such employees who may become employees of the Buyer.

18. Release of Liens. All Persons (a) holding Liens on the Purchased Assets, (b) that have filed financing statements, mortgages, or other documents or instruments evidencing Liens against the Purchased Assets, or (c) otherwise asserting Liabilities against the Purchased Assets shall, and hereby are directed to, execute and deliver to the Buyer such releases or termination statements to effectuate the Sale of the Purchased Assets to the Buyer free and clear of any and all Liens, and all Persons hereby are forever barred, estopped, and permanently enjoined from asserting such Persons' Liens against the Buyer or its affiliates. Upon consummation of the

transactions set forth in the Agreement, if any Person that has filed financing statements, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Liens against or in the Purchased Assets, has not delivered to the Debtors prior to the Closing Date under the Agreement, in proper form for filing and executed by the appropriate Persons, termination statements, instruments of satisfactions, releases of all Liens that such Person has with respect to the Purchased Assets (unless otherwise assumed in the Agreement), or otherwise, then: (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the Person with respect to the Purchased Assets; and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Purchased Assets of any kind or nature. For the avoidance of doubt, to the extent necessary, upon consummation of the transactions set forth in the Agreement, the Buyer is authorized to file termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings, or financing statements recorded to attach, perfect, or otherwise notice any Lien that is extinguished or otherwise released pursuant to this Sale Order under section 363 of the Bankruptcy Code.

19. Claims After Closing Date. Effective on the Closing Date, all Persons asserting Liens, Liabilities, and/or contract rights against the Debtors and/or any of the Purchased Assets are hereby permanently enjoined and precluded from, with respect to such Liens, Liabilities, and/or contract rights: (a) asserting, commencing, or continuing in any manner any action against the Protected Parties, or against any Protected Party's assets or properties, including, without limitation, against the Purchased Assets; (b) the enforcement, attachment, collection, or recovery, by any manner or means, of any judgment, award, decree, or order against the Protected Parties or

any properties or Purchased Assets of the Protected Parties; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Protected Parties or any properties or Purchased Assets of the Protected Parties, including, without limitation, the Purchased Assets; (d) asserting any setoff (to the extent not taken pre-petition) or right of subrogation of any kind against any obligation due the Protected Parties; and (e) taking any action, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Sale Order or the Agreement.

20. Interference with Purchased Assets. All Persons are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Purchased Assets to the Buyer in accordance with the terms of the Agreement or this Sale Order.

21. Self-Executing Order. The provisions of this Sale Order authorizing the Sale of the Purchased Assets free and clear of Liens and Liabilities shall be self-executing, notwithstanding any requirement for approval or consent by any Person, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the foregoing provisions of this Sale Order; provided, however, that this paragraph shall not excuse such Persons from performing any and all of their respective obligations under this Sale Order or the Agreement, and the Debtors and the Buyer, and each of their respective directors, officers, employees, authorized signatories, members, agents, representatives, and attorneys are hereby authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Debtors or the Buyer deem necessary or appropriate to implement and effectuate the terms of the Agreement and this Sale Order.

22. Highest and Best Offer. The Sale of the Purchased Assets, the terms and conditions of the Agreement, the bid by the Buyer, and the transactions contemplated thereby and all of the terms and conditions thereof, are the highest and best offer for the Purchased Assets and hereby are authorized and approved in all respects.

23. Approval of Agreement and Other Contracts. The Agreement, substantially in the form attached hereto as Exhibit A, is hereby approved pursuant to section 363(b) of the Bankruptcy Code, and the Debtors are authorized to consummate and perform all of their obligations under the Agreement and to execute such other documents and take such other actions as are necessary or appropriate to effectuate the Agreement. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented in accordance with the terms thereof without further order of the Court, provided, however, that such modifications, amendments, or supplements are (i) not materially inconsistent with the terms of the Agreement or this Sale Order; and (ii) provided to the Committee and its professionals at least 5 days in advance.

24. Authorization Pursuant to Bankruptcy Code. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Sale of the Purchased Assets to the Buyer under the Agreement and the transactions related thereto, upon the Closing, are authorized and approved in all respects, and the Debtors shall be, and hereby are, authorized and empowered to sell such Purchased Assets to the Buyer in accordance with the Agreement and this Sale Order.

25. Order Binds Successors. The terms of this Sale Order shall be binding on in all respects upon: (a) the Buyer and its successors and assigns; (b) the Debtors; (c) successors of the Debtors, including, without limitation, any trustee or examiner appointed in the Cases or upon a conversion of the Cases to proceedings under chapter 7 of the Bankruptcy Code; (d) all known and

unknown creditors of, and holders of equity interests in, the Debtors, including, without limitation, any holders of Liens and Liabilities; (e) state licensing authorities; and (f) all other parties in interest in the Cases and their successors and assigns (collectively, the "Bound Parties"). This Sale Order shall survive any dismissal of the Cases. The provisions of this Sale Order and the terms and provisions of the Agreement, and any actions taken pursuant hereto or thereto as of the date of entry of such order shall survive the entry of any order that may be entered confirming or consummating any chapter 11 plan of the Debtors or converting the Cases to chapter 7, and the terms and provisions of the Agreement, as well as the rights and interests granted pursuant to this Sale Order and the Agreement shall continue in this or any superseding case and shall be binding upon the Bound Parties and their respective successors and permitted assigns, including, without limitation, any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in the Cases or any cases under chapter 7 after any conversion of the Cases shall be and hereby is authorized to operate the business of the Debtor to the fullest extent necessary to permit compliance with the terms of this Sale Order and the Agreement, and the Buyer and the trustee shall be and hereby are authorized to perform under the Agreement upon the appointment of the trustee without the need for further order of this Court.

26. Order Binds Government Authorities. This Sale Order shall be binding in all respects upon all governmental units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code), including, without limitation, federal, state, and governmental agencies and departments, 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 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, insure any title or state of title in or to any lease, and each of the foregoing Persons, 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 Agreement.

27. Good Faith Purchaser. The Buyer is a good faith purchaser and is hereby granted and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code to a good faith buyer.

28. Validity and Enforceability. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Sale Order are hereafter reversed, modified, or vacated by a subsequent order of the Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any transfer under the Agreement or obligation or right granted pursuant to the terms of this Sale Order (unless stayed pending appeal), and, notwithstanding any reversal, modification, or vacatur, the validity and enforceability of any transfer under the Agreement or obligation or right granted pursuant to the terms of this Sale Order shall be governed in all respects by the original provisions of this Sale Order and the Agreement, as applicable.

29. Transfer of Title. With respect to the transactions consummated pursuant to this Sale Order, this Sale Order shall be the sole and sufficient evidence of the transfer of title to the Buyer, and the sale transaction consummated pursuant to this Sale Order shall be binding upon and shall govern the acts of all 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

property sold pursuant to this Sale Order, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such Persons is hereby directed to accept this Sale Order as sole and sufficient evidence of such transfer of title and shall rely upon this Sale Order in consummating the transactions contemplated hereby.

30. Buyer's Use and Enjoyment. All Persons, presently, or on or after the Closing Date, in possession of some or all of the Purchased Assets are directed to surrender possession of the Purchased Assets directly to the Buyer or its designees on the Closing Date or at such time thereafter as the Buyer may request. Following the Closing under the Agreement, no holder of any Liens against the Purchased Assets shall have any basis to interfere with the Buyer's use and enjoyment of the Purchased Assets based on or related to such Liens, or any actions that the Debtors may take in the Cases, and no Person may take any action to prevent, interfere with, or otherwise impair consummation of the transactions contemplated in or by the Agreement or this Sale Order.

31. Authority to Assign, Lease, Sublease, License, Sublicense, Transfer, Otherwise Dispose. In connection with the transactions under the Agreement, in its sole and absolute discretion, the Buyer is authorized to allocate or assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of the Purchased Assets, and the Assumed Liabilities, to any or multiple Persons (affiliated or unaffiliated) all or a portion of its rights, interests, or obligations under the Agreement. Upon any such assignment, the references in this Sale Order or the Agreement to Buyer shall also apply to any such assignee.

32. Assignment of Executory Contracts. The Debtors are authorized to assume and assign the Assigned Contracts to the Buyer and: (a) the Contract Counterparty is deemed to have consented to the assumption and assignment of the Scheduled Contract; (b) the Contract Counterparty is forever barred and estopped from asserting any objection to the propriety or effectiveness of the assumption and assignment of the Scheduled Contract against the Debtors, the Buyer, any assignee of the Scheduled Contract, or the property of any of them; (c) the Cure Cost set forth on the Cure Notice for such Scheduled Contract is controlling and the Contract Counterparty is deemed to have consented thereto, notwithstanding anything to the contrary in the Scheduled Contract or otherwise; and (d) the Contract Counterparty is forever barred and estopped from objecting to the Cure Cost or asserting any pre-assumption claims, other than the Cure Costs, against the Debtors, the Buyer, any assignee of the Scheduled Contract, or the property of any of them.

33. Rejected, Assumed and Retained Contracts. No later than three (3) days prior to the Closing Date with respect to any contracts or leases that are not listed as Assigned Contracts under the Agreement, Buyer shall deliver written notice to the Debtors designating each contract or lease as assumed, rejected or retained. Prior to the Closing Date, the Debtors shall file a notice with the Court setting forth the Assumed Contracts, Rejected Contracts and Retained Contracts; the Retained Contracts being those contracts and leases that Buyer may designated to be assumed or rejected during the Retained Contracts Period (as defined below). This Sale Order approves (i) the assumption and assignment by the Debtors of any Retained Contracts that Buyer designates as Assumed Contracts upon the Debtors filing of an Assumption and Assignment Notice with the Court indicating that the counterparty to such Assumed Contracts has been paid any Cure Costs

and (ii) the rejection by the Debtors of any Retained Contracts that Buyer designates as Rejected Contracts upon the Debtors filing of a Rejection Notice with the Court.

34. Reserve Account. On the Closing Date, Buyer shall establish a reserve account in the aggregate amount of the Cure Costs for the Retained Contracts. Between the Closing Date and the date that is ninety (90) days after the Closing Date (the "Retained Contracts Period"), Buyer may designate any Retained Contracts as either an Assumed Contract or Rejected Contract. During the Retained Contracts Period, until the earlier of (i) the termination of the Retained Contracts Period or (ii) the date that the Retained Contract is assumed or rejected as provided for herein, the Buyer shall be responsible, and the Debtors shall have no liability, for any and all charges, costs, fees, or other amounts that become due and payable to the Counterparty of the Retained Contract. During the Retained Contracts Period, Debtors shall file an Assumption and Assignment Notice or Rejection Notice, as applicable, within two (2) business days of notice from Buyer to Debtors of Buyer's decision to assume or reject a Retained Contract. Any Retained Contract that is not designed as an Assumed Contract by the filing of an Assumption and Assignment Notice or not designed as a Rejected Contract by the filing of a Rejection Notice on or before the expiration of the Retained Contracts Period shall automatically become a Rejected Contract after the expiration of the Retained Contracts Period. The funds in the reserve account shall be used to pay the Cure Costs of any Retained Contracts that are later designed by Buyer as an Assumed Contract and any remaining balance contained in the reserve account at the end of the Retained Contracts Period is and shall remain the sole and exclusive property of Buyer.

35. Enforcement of Sale Order. Subject to the occurrence of the Closing of the Sale, all Persons are prohibited from taking any actions related to the enforcement of Liens or Liabilities against the Buyer or Purchased Assets; provided, however, that nothing in this order shall prevent

any Person from seeking to enforce against the Buyer any applicable rights or obligations under the Agreement.

36. Payment of Certain Tax Liens. Notwithstanding anything to the contrary in this Sale Order, the secured ad valorem and other tax claims owed by the Debtors to Harris County, Montgomery County, Brazoria County Tax Office, Brazoria County Municipal Utility District #35, Woodlands Municipal Utility District, Woodlands Road Utility District #1, and Midland County for year 2020 and prior pertaining to the Purchased Assets attach to the sales proceeds and the Debtors shall pay all ad valorem tax debt owed incident to the Purchased Assets immediately upon Closing and prior to any disbursement of proceeds to any other person or entity.

37. Immediately upon Closing of the Sale to the Buyer and prior to any disbursement of proceeds to any other person or entity, Force Ten Partners LLC ("Force 10") shall be paid $182,500 of its Transaction Success Fee (as defined in its employment application at D.I. No. 66 and Ordered at D.I. No. 155) ("Remaining Cash Transaction Success Fee"). The Remaining Cash Transaction Success Fee is the incremental amount earned from the cash sale proceeds computed as follows: total Transaction Success Fee is equal to 5% of total cash proceeds of $7,300,000 ($365,000), less amount previously paid of $119,850.75, and less $62,649.25 which remains in escrow pending release of the Plan Funding Advance (as defined in the DIP Agreement). Under the terms of the Order at D.I. No 155, Force 10 is still entitled to 5% of the purchase consideration paid after Closing of the Sale.

38. Release. Subject in all respects to the terms of the Agreement, the Debtors hereby waive any and all actions related to, and hereby release, the Buyer and the property of Buyer (including, without limitation, the Purchased Assets), and, as applicable, its shareholders, controlling persons, directors, agents, officers, subsidiaries, affiliates, successors, assigns,

managers, principals, officers, employees, investors, funds, advisors, attorneys, professionals, representatives, accountants, investment bankers, and consultants, each in their respective capacity as such, from, any and all Liens and Liabilities of any kind, whether known or unknown, now existing or hereafter arising, asserted or unasserted, mature or inchoate, contingent or non-contingent, liquidated or unliquidated, material or non-material, disputed or undisputed, and whether imposed by agreement, understanding, law, equity, or otherwise, except to the extent assumed or established under the Agreement or this Sale Order, provided, however, that the Debtors and the Debtors' estates reserve any and all claims related to the enforcement of the Agreement and any disputes thereunder.

39. Missing Provisions / No Impact on Enforceability. The failure to include specifically any particular provisions of the Agreement or any of the documents, agreements, or instruments executed in connection therewith in this Sale Order shall not diminish or impair the force of such provision, document, agreement, or instrument, it being the intent of the Court, the Debtors, and the Buyer, that the Agreement and each provision, document, agreement, and instrument be authorized and approved in its entirety with such amendments thereto as may be made in conformity with this Sale Order prior to the Closing Date.

40. Suspension or Revocation of Permits and Licenses. To the maximum extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of the Cases or the consummation of the Sale.

41. Avoidance of Sale. The Sale of the Purchased Assets is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code or other applicable law or statute.

42. Bulk Sale Laws. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the Sale and the transactions contemplated by the Agreement.

43. Inconsistencies. To the extent there are any inconsistencies between the terms of this Sale Order, the Agreement, and any prior order or pleading with respect to the Sale Motion in the Cases, the terms of this Sale Order shall govern.

44. Non-Severability. The provisions of this Sale Order are non-severable and mutually dependent without the express written consent of the Buyer.

45. Provisions in Subsequent Orders. Nothing contained in any chapter 11 plan confirmed in the Cases, the order confirming any chapter 11 plan, or any order in the Cases (including, without limitation, any order approving a wind-down or dismissal of the Cases or any order entered as part of or after any conversion of the Cases to cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from the provisions of the Agreement or this Sale Order, and to the extent of any conflict or derogation between this Sale Order or the Agreement and such future chapter 11 plan or order, the terms of this Sale Order and the Agreement shall control.

46. No Relief From Stay Necessary. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Agreement or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is hereby modified to the extent necessary to implement the preceding sentence.

47. No Ombudsman Required. The Sale of the Purchased Assets is consistent with the Debtors' privacy policy and the appointment of a consumer privacy ombudsman is not required under 11 U.S.C. § 363(b)(1)(B).

48. Order Is Effective Immediately. Notwithstanding the provisions of Rules 6004(h), 6006(d), and 7062 of the Bankruptcy Rules, this Sale Order shall not be stayed after entry and shall be effective immediately upon entry, and its provisions shall be self-executing, and the Debtors and the Buyer are authorized to close the Sale immediately upon entry of this Sale Order. The Buyer has acted in "good faith," and, in the absence of any Person obtaining a stay pending appeal, if the Debtors and the Buyer close under the Agreement, then the Buyer shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Agreement if this Sale Order or any authorization contained herein is reversed or modified on appeal.

49. Sale Order Survives Dismissal. In the event of the dismissal of one or more of the Cases, the terms of this Sale Order shall remain in effect notwithstanding section 349 of the Bankruptcy Code.

50. Buyer Is Party in Interest. The Buyer is a party in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Sale Order, the Sale, and any issues related to or otherwise connected to the Agreement and the Sale.

51. Backup Bidder. GuruNanda, LLC ("Backup Bidder") is designated and confirmed as the Backup Bidder and its bid to acquire the Purchased Assets for total consideration of $9,500,000, as more fully explained below, is confirmed as the Backup Bid. The Backup Bid includes consideration of $7,250,000 in cash and $2,250,000 in non-cash consideration consisting of a percentage share of the gross revenues (as described on the record at the Auction) generated by the Backup Bidder in connection with operating the business for a period of five (5) years pursuant to the terms to be further set forth in a separate Royalty Agreement to be entered into between the Debtors and the Backup Bidder. The Backup Bidder shall keep its Backup Bid open

and irrevocable until the later of (i) 12:00 p.m. (Eastern time) on the first business day following the Backup Sale Hearing; and (ii) the closing of the transaction with the Buyer. In the event the Buyer fails to consummate the Sale pursuant to the terms of the Agreement, the Debtors shall proceed to consummate the Backup Bid with the Backup Bidder subject to a hearing in front of this Court to authorize the sale to the Backup Bidder to be held on no less than five (5) days' notice (the "Backup Sale Hearing").

52. Notice of Sale Closing. Within one (1) Business Day of the occurrence of the Closing of the Sale, the Debtors shall file and serve a notice of the closing of the Sale.

53. Exclusive Jurisdiction. The Court shall retain exclusive jurisdiction to enforce the terms and provisions of the Agreement, this Sale Order, and the Bidding Procedures Order in all respects and to decide any disputes concerning this Sale Order and the Agreement, or the rights and duties all Persons hereunder or thereunder, as applicable, or any issues relating to this Sale Order or the Agreement, including, without limitation, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Purchased Assets, and all issues and disputes existing in connection with the relief authorized herein, inclusive of those concerning the transfer of the Purchased Assets free and clear of all Liens and Liabilities.