

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	)	
In re:	)	Chapter 11
	)	
VYAIRE MEDICAL, INC., <i>et al.</i> , ¹	)	Case No. 24-11217 (BLS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket No. 399

**NOTICE OF DEBTORS' REVISED PROPOSED ORDER
(I) APPROVING THE ZOLL ASSET PURCHASE AGREEMENT
AND AUTHORIZING THE SALE OF CERTAIN VENTILATION
ASSETS OF THE DEBTORS OUTSIDE THE ORDINARY
COURSE OF BUSINESS, (II) AUTHORIZING THE SALE OF
ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS,
AND ENCUMBRANCES, (III) AUTHORIZING THE ASSUMPTION
AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES IN CONNECTION THEREWITH, AND (IV) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that, on August 15, 2024, the Debtors filed the *Notice of (I) Successful Bidder for the Sale of Certain of the Debtors' Ventilation Assets, (II) Proposed Purchase Agreement in Connection Therewith, and (III) Proposed Sale Order in Connection Therewith* [Docket No. 388] (the "Notice of Successful Bidder"),² (a) designating Zoll Medical Corp. ("Zoll") as a Successful Bidder (the "Purchaser") and Vent Portfolio, LLC (and React Health Holdings, LLC as guarantor) as a Back-Up Bidder, in connection with the sale of certain of the Debtors' Ventilation Assets and (b) disclosing the proposed form of Zoll Asset Purchase Agreement.

PLEASE TAKE FURTHER NOTICE that on August 20, 2024, the Debtors filed a proposed form of order to authorize the Sale Transaction under the Zoll Asset Purchase Agreement [Docket No. 399] (the “Sale Order”).

PLEASE TAKE FURTHER NOTICE that the Debtors have revised the Sale Order. Attached hereto as **Exhibit A** is a revised proposed form of order to authorize the Sale Transaction under the Zoll Asset Purchase Agreement (the “**Revised Sale Order**”). For the convenience of the Court and parties in interest, a blackline of the Revised Sale Order against the Sale Order filed at

1 The last four digits of Debtor Vyair Medical, Inc.'s federal tax identification number are 6495. A complete list of each of the Debtors in these chapter 11 cases and each such Debtor's federal tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://omniagentsolutions.com/Vyair>. The location of Debtor Vyair Medical, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 26125 North Riverwoods Boulevard, Mettawa, Illinois, USA 60045.

Docket No. 399 is attached hereto as **Exhibit B**. The Debtors reserve the right to amend, revise or modify the Revised Sale Order prior to or at the hearing.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the sale of such Ventilation Assets to the Purchaser at the Sale Hearing scheduled to commence on **August 30, 2024, at 12:00 p.m. (prevailing Eastern Time)** before The Honorable Judge Brendan L. Shannon, United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, at 824 North Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801. The Sale Hearing may be adjourned by announcement in open Court or on the Court's calendar without any further notice required.

PLEASE TAKE FURTHER NOTICE that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at <https://omniagentsolutions.com/Vyaire>.

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Dated: August 27, 2024
Wilmington, Delaware

/s/ Patrick J. Reilley

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and Debtors in Possession*

Exhibit A

Revised Sale Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
	)	
VYAIRE MEDICAL, INC., <i>et al.</i> , ¹	)	Case No. 24-11217 (BLS)
	)	
Debtors.	)	(Jointly Administered)
	)	

**ORDER (I) APPROVING THE
ZOLL ASSET PURCHASE AGREEMENT AND
AUTHORIZING THE SALE OF CERTAIN VENTILATION
ASSETS OF THE DEBTORS OUTSIDE THE ORDINARY
COURSE OF BUSINESS, (II) AUTHORIZING THE SALE OF
ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS,
AND ENCUMBRANCES, (III) AUTHORIZING THE ASSUMPTION
AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES IN CONNECTION THEREWITH, AND (IV) GRANTING RELATED RELIEF**

Upon the motion, dated June 10, 2024 [Docket No. 16] (the “Motion”)² of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), pursuant to sections 105, 363, and 365 of title 11 of the United States Code (the “Bankruptcy”

¹ The last four digits of Debtor Vyaire Medical, Inc.’s federal tax identification number are 6495. A complete list of each of the Debtors in these chapter 11 cases and each such Debtor’s federal tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/Vyaire>. The location of Debtor Vyaire Medical, Inc.’s principal place of business and the Debtors’ service address in these Chapter 11 Cases is 26125 North Riverwoods Boulevard, Mettawa, Illinois, USA 60045.

² All capitalized terms used but not otherwise defined in this Order shall have the meaning ascribed to them later in this Order, in the *Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors’ Assets*, (II) *Authorizing the Debtors to Enter Into a Stalking Horse Agreement and Provide Bid Protections*, (III) *Approving the Form and Manner of Notice Thereof*, (IV) *Scheduling an Auction and Sale Hearing*, (V) *Approving Procedures for the Assumption and Assignment of Contracts*, (VI) *Approving the Sale of the Debtors’ Assets Free and Clear*, and (VII) *Granting Related Relief* [Docket No. 249] (the “Bidding Procedures Order”), the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing*, (II) *Authorizing the Debtors to Use Cash Collateral*, (III) *Granting Liens and Providing Superpriority Administrative Expense Claims*, (IV) *Granting Adequate Protection*, (V) *Modifying Automatic Stay*, and (VI) *Granting Related Relief* [Docket No. 248] (the “Final DIP Order,” and together with the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing*, (II) *Authorizing the Debtors to Use Cash Collateral*, (III) *Granting Liens and Providing Superpriority Administrative Expense Claims*, (IV) *Granting Adequate Protection*, (V) *Modifying Automatic Stay*, (VI) *Scheduling a Final Hearing*, and (VII) *Granting Related Relief* [Docket No. 103], the “DIP Orders”), or in the Zoll APA (as defined below), as applicable.

Code”), Rules 2002, 6003, 6004, 6006, 9006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2002-1, 6004-1 and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), seeking entry of an order (this “Order”): (a) approving the *Asset Purchase Agreement related to the Debtors’ Ventilation Assets* (as may be amended or otherwise modified from time to time and including all related documents, exhibits, schedules, and agreements thereto, collectively, the “Zoll APA”), substantially in the form attached hereto as **Exhibit 1**, between and among Vyaire Medical, Inc. (the “Seller”) and Zoll Medical Corporation (the “Purchaser”), and authorizing the sale of the Acquired Assets (as defined in the Zoll APA) outside the ordinary course of business pursuant to the terms of the Zoll APA and this Order (the “Sale” and, such transaction, the “Sale Transaction”), (b) authorizing the Sale of the Acquired Assets and other transactions contemplated by the Zoll APA to the Purchaser free and clear of all Claims (as defined below), Encumbrances (as defined in the Zoll APA), Liabilities (as defined in the Zoll APA), rights, other interests of any kind or nature whatsoever (“Interests”), and other encumbrances of any kind or nature whatsoever (“Encumbrances” and collectively, “Claims, Interests, and Encumbrances”) (other than Permitted Encumbrances and Assumed Liabilities, as defined in the Zoll APA), in accordance with the terms of the Zoll APA, (c) approving the assumption and assignment of certain executory contracts and unexpired leases, and (d) granting related relief; and the Court having entered the Bidding Procedures Order on July 11, 2024 [Docket No. 249]; and the Auction having been held in accordance with the Bidding Procedures on August 12-14, 2024 [Docket No. 371]; and the Debtors having filed the *Notice of Successful Bidder* [Docket No. 388] in accordance with the Bidding Procedures Order, designating the Purchaser as the Successful Bidder for the Acquired Assets pursuant to the Zoll APA; and the

Court having reviewed and considered the relief sought in the Motion, the Zoll APA, any objections to the Motion; and the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing; and all parties in interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in this Order, and due and sufficient notice of the Sale Hearing and the relief sought therein having been given under the particular circumstances of these chapter 11 cases and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth at the Sale Hearing and in the Motion, *Declaration of John Bibb, Group Chief Executive Officer of Vyair Medical, Inc., in Support of Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 15] (the "First Day Declaration"), *Declaration of Michael Schlappig in Support of the Debtors' Motion for Entry of an Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Enter into a Stalking Horse Agreement and Provide Bid Protections, (III) Approving the Form and Manner of Notice Thereof, (IV) Scheduling an Auction and Sale Hearing, (V) Approving Procedures for the Assumption and Assignment of Contracts, (VI) Approving the Sale of the Debtors' Assets Free and Clear, and (VII) Granting Related Relief* [Docket No. 158] (the "Schlappig Declaration"), and *Declaration of Charles N. Braley in Support of the Debtors' Motion for Entry of an Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Enter into a Stalking Horse Agreement and Provide Bid Protections, (III) Approving the Form and Manner of Notice Thereof, (IV) Scheduling an Auction and Sale Hearing,*

(V) Approving Procedures for the Assumption and Assignment of Contracts, (VI) Approving the Sale of the Debtors' Assets Free and Clear, and (VII) Granting Related Relief [Docket No. 157] (the "Braley Declaration" and, together with the First Day Declaration, the Schlappig Declaration, and any subsequent declarations filed in support of the Sale Transaction, the "Declarations"), and it being established that there exists just cause for the relief granted herein; and after due deliberation thereon, it is HEREBY ORDERED THAT:³

Jurisdiction and Venue

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

Statutory Predicates

B. The statutory predicates for the relief requested in the Motion are Bankruptcy Code sections 105, 363, and 365. Such relief is also warranted pursuant to Bankruptcy Rules 2002, 6003, 6004, 6006, 9006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1 and 9006-1.

Final Order

C. This 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 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, the Court expressly finds that there is no just reason

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 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.

for delay in the implementation of this Order, waives any stay, and expressly directs entry of judgment as set forth herein.

**Notice of the Zoll APA, Sale Transaction,
Sale Hearing, and Bidding Procedures Order**

D. On June 9, 2024 (the “Petition Date”), the Debtors commenced these chapter 11 cases (the “Chapter 11 Cases”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate and manage their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

E. The Debtors gave due and proper notice of the proposed Sale, Auction, and Sale Hearing, as applicable, in the *Notice of Bidding Procedures, Auction, and Sale Hearing* [Docket No. 255] (the “Sale Notice”), *Notice of Extension of Certain Key Dates and Deadlines* [Docket No. 263] (the “First Extension Notice”), *Second Notice of Extension of Certain Key Dates and Deadlines* [Docket No. 311] (the “Second Extension Notice”), *Third Notice of Extension of Certain Key Dates and Deadlines* [Docket No. 353] (the “Third Extension Notice”), *Notice of Auction for the Sale of the Debtors’ Assets* [Docket No. 371] (the “Auction Notice”), and *Fourth Notice of Extension of Certain Key Dates and Deadlines* [Docket No. 394] (the “Fourth Extension Notice” and, together with the Sale Notice, First Extension Notice, Second Extension Notice, Auction Notice, and the Third Extension Notice, the “Notices”). Each of the Notices constituted good, sufficient, and appropriate notice of the Sale under the particular circumstances and no further notice need be given with respect to the proposed Sale. As provided by the Notices, a reasonable and sufficient opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities. Other parties interested in bidding on the Acquired Assets were provided, prior to and pursuant to the Bidding Procedures Order, sufficient information to make an informed judgment on whether to bid.

F. The Debtors also gave due and proper notice of the potential assumption and assignment of each executory contract or unexpired lease available to be assumed by the Debtors and assigned to the Purchaser to each non-Debtor party under each such executory contract or unexpired lease as reflected on the *First Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* filed on July 11, 2024, as amended by the *First Supplemental Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 462] (as may be further amended and supplemented from time to time, the “Potential Assumption Notice”). Such notice was good, sufficient, and appropriate under the particular circumstances, and the counterparties to the Assumed Contracts (as defined below) are hereby deemed to consent to the relief granted herein unless otherwise provided in this Order.

G. As evidenced by the affidavits of service⁴ and certificate of publication [Docket No. 257] previously filed with the Court, and based on the Declarations and the representations of counsel at the Sale Hearing, and under the urgent circumstances of these Chapter 11 Cases, due, proper, timely, adequate and sufficient notice of the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the assumption and assignment of the assumed contracts (the “Assumed Contracts”), the Zoll APA, this Order, and the Sale Transaction has been provided in accordance with Bankruptcy Code sections 102(1) and 363, Bankruptcy Rules 2002, 9006, 9007, 9008, and 9014, and Local Rules 2002-1 and 6004-1. The Debtors have complied with all obligations to provide notice of the Motion, the Bidding Procedures Order, the Auction,

⁴ The affidavits of service were filed at Docket Nos. 395, 397, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 456, 457, 459, and 461.

the Sale Hearing, the assumption and assignment of Assumed Contracts, the Zoll APA, this Order, and the Sale Transaction as required by the Bidding Procedures Order.

H. Based on the Declarations and representations of counsel at the Sale Hearing and prior hearing(s) in these cases, time is of the essence for the Debtors, and these cases do not require a longer process than the one contemplated for the Sale Transactions. The sale timeline was appropriate under the circumstances in light of, among other things, the nature of the Debtors' assets, their liquidity constraints, and the extensive marketing process that the Debtors have conducted to date.

I. The aforementioned notices are good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures Order, the Bid Deadline, the Auction, the Sale Hearing, the assumption and assignment of the Assumed Contracts, the Assumption and Assignment Objection Deadline, the Sale Transaction Objection Deadline, the Post-Auction Objection Deadline (each, as defined in the Bidding Procedures Order), the Zoll APA, this Order, or the Sale Transaction is or shall be required.

J. A reasonable opportunity to object or be heard regarding the relief requested in the Motion and provided in this Order was afforded to all parties in interest.

Compliance with the Bidding Procedures Order

K. As demonstrated by the evidence proffered or adduced in the Declarations and at the Sale Hearing and the representations of counsel at the Sale Hearing, the Debtors have complied in all material respects with the Bidding Procedures Order. The Debtors and their professionals have adequately and appropriately marketed the Acquired Assets in compliance with the Bidding Procedures, the Bidding Procedures Order, and in accordance with the Debtors' fiduciary duties. Based upon the record of these proceedings and the circumstances of these Chapter 11 Cases,

creditors, other parties in interest, and prospective purchasers were afforded a reasonable and fair opportunity to bid for the Acquired Assets.

L. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair, and reasonable opportunity for any person to make a higher or otherwise better offer to purchase the Acquired Assets. The Debtors conducted the sale process without collusion and in accordance with the Bidding Procedures. No other entity or group of entities has presented a higher or otherwise better offer to the Debtors to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Purchaser.

M. The Bidding Procedures Order is incorporated herein by reference.

N. The Purchaser is the Successful Bidder (as defined in the Bidding Procedures), and the Purchaser's Qualified Bid is the Successful Bid (as defined in the Bidding Procedures), for the Acquired Assets in accordance with the Bidding Procedures Order. The Debtors and the Purchaser have complied in all respects with the Bidding Procedures Order and all other applicable orders of the Court in negotiating and entering into the Zoll APA and the Sale Transaction and the Zoll APA likewise comply with the Bidding Procedures Order and all other applicable orders of the Court.

Sale is in the Best Interests of the Debtors' Estates

O. The Zoll APA, including the form and total consideration to be realized by the Debtors under the Zoll APA, (i) constitutes the highest and best offer received by the Debtors for the Acquired Assets, (ii) is fair and reasonable, and (iii) is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

P. The Debtors' determination, with the consent of the Required DIP Lenders, and in consultation with the Committee, that the consideration provided by the Purchaser under the Zoll APA constitutes the highest and best offer for the Acquired Assets is a valid and sound exercise of the Debtors' reasonable business judgment.

Q. The Sale Transaction must be approved and consummated promptly in order to preserve the viability of the Debtors' businesses as a going concern and to maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale Transaction. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the consideration received in exchange for the Acquired Assets (as further detailed in the Zoll APA), the proposed Sale Transaction constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved. The transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts, neither impermissibly restructure the rights of the Debtors' creditors nor impermissibly dictate the terms of a chapter 11 plan for the Debtors, and therefore do not constitute a *sub rosa* plan.

R. The consummation of the Sale Transaction and the assumption and assignment of the Assumed Contracts are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the transaction.

Corporate Authority

S. Subject to entry of this Order, each Debtor (i) has full corporate power and authority to execute and deliver the Zoll APA and all other documents contemplated thereby, (ii) has all of the necessary corporate power and authority to consummate the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts, (iii) has taken all corporate action necessary to authorize and approve the Zoll APA and the consummation by the Debtors of the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts, and (iv) subject to entry of this Order, needs no consents or approvals,

including any consents or approvals from any non-Debtor entities, other than those expressly set forth in the Zoll APA, the DIP Orders, the DIP Documents, the Bidding Procedures Order, the Bidding Procedures, the Restructuring Support Agreement, or this Order, to consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts.

T. The Zoll APA has been duly and validly executed and delivered by the Debtors and, subject to the terms of the Zoll APA, shall constitute a valid and binding obligation of the Debtors, enforceable against the Debtors in accordance with its terms.

Good Faith

U. The sales process engaged in by the Debtors and the Purchaser, including, without limitation, the Auction, which was conducted in accordance with the Bidding Procedures and the Bidding Procedures Order, and the negotiation of the Zoll APA, was at arm's length, non-collusive, in good faith, and substantively and procedurally fair to all parties in interest. None of the Debtors or the Purchaser has engaged in any conduct that would cause or permit the Zoll APA or the Sale Transaction to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n).

V. The Debtors and the Purchaser have complied, in good faith, in all respects with the Bidding Procedures Order and the Bidding Procedures. The Debtors and their respective management, board of directors, board of managers (or comparable governing authority), employees, agents, and representatives, and the Purchaser and its employees, agents, advisors, and representatives, each actively participated in the bidding process, and each acted in good faith and without collusion or fraud of any kind. The Sale of the Acquired Assets was the subject of a competitive sale and marketing process, and the Purchaser was designated the Successful Bidder

for the Acquired Assets in accordance with the Bidding Procedures and the Bidding Procedures Order.

W. The Purchaser is a good faith purchaser within the meaning of Bankruptcy Code section 363(m) and is therefore entitled to the full protection of that provision in respect of the Sale Transaction, each term of the Zoll APA (and any ancillary documents executed in connection therewith) and each term of this Order, and otherwise has proceeded in good faith in all respects in connection with this proceeding. None of the Debtors or the Purchaser has engaged in any conduct that would prevent the application of Bankruptcy Code section 363(m). The Debtors were free to deal with any other party interested in buying or selling some or all of the Acquired Assets on behalf of the Debtors' estates. The protections afforded by Bankruptcy Code section 363(m) are integral to the Sale Transaction, and the Purchaser would not consummate the Sale Transaction without such protections.

X. The form and total consideration to be realized by the Debtors under the Zoll APA constitutes fair value, fair, full, and adequate consideration, reasonably equivalent value, and reasonable market value for the Acquired Assets.

Y. Neither the Purchaser nor any of its affiliates, officers, directors, managers, shareholders, members, or any of their respective successors or assigns is an "insider" of any of the Debtors, as that term is defined under Bankruptcy Code section 101(31). No common identity of directors, managers, controlling shareholders, or members exists between the Debtors and the Purchaser.

No Fraudulent Transfer

Z. The consideration provided by the Purchaser for the Acquired Assets pursuant to the Zoll APA (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired Assets, and (iii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code

and under the laws of the United States, and each state, territory, possession and the District of Columbia.

AA. The Zoll APA was not entered into, and none of the Debtors, including the Purchaser, or the Purchaser has entered into the Zoll APA or proposes to consummate the Sale Transaction, for the purpose of hindering, delaying or defrauding the Debtors' creditors, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Free and Clear

BB. The transfer of the Acquired Assets to the Purchaser will be legal, valid, and effective transfers of the Acquired Assets, and will vest the Purchaser with all right, title, and interest of the Debtors to the Acquired Assets free and clear of any and all claims, causes of action, liens (including, without limitation, any statutory lien on real and personal property and any and all "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof), liabilities, interests, rights, and encumbrances, including, without limitation, the following: all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income, or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, sublicenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, offsets, contract rights, rights of setoff not taken prepetition, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, environmental rights and claims (including, without limitation, toxic tort

claims), labor rights and claims, employment rights and claims, pension rights and claims, tax claims, regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law, or doctrine of successor or transferee liability or theories of liability related to acting in concert or active participation with the Debtors or related theories (all of the foregoing, including, without limitation, Encumbrances and Liabilities, but excluding Assumed Liabilities (each, as defined in the Zoll APA), are collectively referred to in this Order as “Claims” and, as used in this Order, the term “Claims” includes, without limitation, any and all “claims” as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof); *provided, however*, that such transfer shall not be free and clear of any Permitted Encumbrances and Assumed Liabilities.

CC. The Debtors may transfer the Acquired Assets free and clear of all Claims, Interests, or Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities), including, without limitation, rights or claims based on any successor, mere continuation, or transferee liability, or theories of liability related to actions in concert or active participation with the Debtors, because, in each case, one or more of the standards set forth in Bankruptcy Code

section 363(f)(1)-(5) has been satisfied. Those (a) holders of Claims or Interests and (b) non-Debtor parties to the Assumed Contracts who did not object or withdrew their objections to the Motion, are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2). Those (i) holders of Claims or Interests and (ii) non-Debtor parties to the Assumed Contracts who did object fall within one or more of the other subsections of Bankruptcy Code section 363(f).

DD. Subject to the terms set forth in this Order, the DIP Orders, the DIP Documents, the Bidding Procedures Order, the Bidding Procedures, and the Restructuring Support Agreement, including, but not limited to, the application of the proceeds of the Sale immediately upon the Closing of the Sale Transaction as further set forth herein, each of the DIP Secured Parties (as defined in the DIP Orders) has consented to the sale of the Acquired Assets to the Purchaser pursuant to the Zoll APA free and clear of any Claims, Interests, or Encumbrances (other than the Permitted Encumbrances and Assumed Liabilities) of the DIP Secured Parties against the Acquired Assets (the “DIP Liens”), and any reference herein to Claims, Interests, or Encumbrances shall include the DIP Liens.

EE. The Debtors have, to the extent necessary, satisfied the requirements of section 363(b)(1) of the Bankruptcy Code.

FF. The Purchaser would not have entered into the Zoll APA and would not consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction, (i) if the transfer of the Acquired Assets were not free and clear of all Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities), (ii) if the Purchaser would, or in the future could, be liable for or subject to any such Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities), or (iii) without the assumption and assignment of the Assumed Contracts. The Purchaser will not

consummate the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction, unless the Court expressly orders that none of the Purchaser, its respective affiliates, its respective present or contemplated members or shareholders, or the Acquired Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims, Interests, and Encumbrances.

GG. Not transferring the Acquired Assets free and clear of all Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities) would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Acquired Assets other than pursuant to a transfer that is free and clear of all Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities) of any kind or nature whatsoever would be of substantially less benefit to the Debtors' estates.

HH. Neither the Purchaser nor any of its affiliates are a mere continuation of the Debtors or their estates, there is no continuity or common identity between the Purchaser, any of its affiliates and any of the Debtors, and there is no continuity of enterprise between the Purchaser, any of its affiliates and any of the Debtors. Neither the Purchaser nor any of its affiliates are holding themselves out to the public as a continuation of any of the Debtors. Neither the Purchaser nor any of its affiliates are a successor to, or assignee or transferee of, any of the Debtors or their estates, and none of the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction amounts to a consolidation, merger, or *de facto* merger of the Purchaser or any of its affiliates with or into any of the Debtors.

II. Without limiting the generality of the foregoing, and other than as may be set forth in the Zoll APA, none of the Purchaser, its affiliates, its and their respective present or

contemplated members or shareholders, or the Acquired Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims, Interests, or Encumbrances relating to any U.S. federal, state or local income tax liabilities, that the Debtors may incur in connection with consummation of the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction or that the Debtors have otherwise incurred prior to the consummation of the transactions contemplated by the Zoll APA.

JJ. Nothing herein is intended to release or discharge the Debtors and/or the Purchaser from their respective obligations consistent with the terms of this Order, the DIP Orders, the DIP Documents, the Bidding Procedures Order, the Bidding Procedures, and the Restructuring Support Agreement, including, but not limited to the obligation of the Debtors and/or the Purchaser to remit to the DIP Lenders the proceeds of the Sale, consistent with the DIP Paydown Amount (as defined below), immediately upon the Closing of the Sale Transaction approved in this Order, as further set forth herein.

Validity of Transfer

KK. The consummation of the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction and the assumption and assignment of Assumed Contracts is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Bankruptcy Code 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 the transactions contemplated under the Zoll APA.

LL. The Acquired Assets constitute property of the Debtors' estates and good title to the Acquired Assets of the Debtors is vested in the Debtors' estates within the meaning of

Bankruptcy Code section 541(a). The Debtors are the sole and lawful owners of the Acquired Assets, and no other person has any ownership right, title, or interest therein.

MM. The sale, conveyance, assignment, and transfer of any personally identifiable information pursuant to the terms of the Zoll APA and this Order complies with the terms of the Debtors' policy regarding the transfer of such personally identifiable information as of the Petition Date, and, as a result, consummation of the Sale Transaction is permitted pursuant to Bankruptcy Code section 363(b)(1)(A). Accordingly, appointment of a consumer privacy ombudsman in accordance with Bankruptcy Code sections 363(b)(1) or 332 is not required with respect to the Sale Transaction.

Compelling Circumstances for an Immediate Sale

NN. To maximize the value of the Acquired Assets and preserve the viability of the Acquired Assets, and as set forth in the Declarations due to the urgent circumstances of the Debtors, it is essential that the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction occur within the time constraints set forth in the Zoll APA. Time is of the essence in consummating the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

OO. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction prior to, and outside of, a chapter 11 plan because, among other things, the Debtors' estates will suffer irreparable harm if the relief requested in the Motion is not granted on an expedited basis and the immediate consummation of the Sale Transaction is necessary and appropriate to maximize the value of the Debtors' estates. The transactions contemplated by the Zoll APA, including,

without limitation, the Sale Transaction, neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for the Debtors, and therefore, do not constitute a *sub rosa* plan.

Assumption and Assignment of the Assumed Contracts

PP. Except as otherwise expressly provided in the Zoll APA or this Order, upon the Closing Date, pursuant to Bankruptcy Code sections 105(a), 363, and 365, the Debtors are authorized to (a) assume each of the Assumed Contracts and assign the Assumed Contracts, set forth in **Exhibit 2** (the "Assumed Contracts Exhibit") attached hereto, which may be subsequently modified at any time prior to the date that is two (2) business days prior to the Closing Date and upon Purchaser's delivery of written notice to the Debtors, to add or remove certain executory contracts or unexpired leases, pursuant to the terms of the Zoll APA, to the Purchaser free and clear of all Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities) and (b) execute and deliver to the Purchaser such documents or other instruments as may be reasonably requested by Purchaser to assign and transfer the Assumed Contracts to the Purchaser.

QQ. The Cure Amounts (as defined in the Potential Assumption Notice) listed on the Potential Assumption Notice and Assumed Contracts Exhibit are the sole amounts necessary to be paid upon assumption of the Assumed Contracts under Bankruptcy Code sections 365(b)(1)(A) and (B) and 365(f)(2)(A). All Cure Amounts, if any, shall be satisfied by the Purchaser in accordance with the terms of the Zoll APA. Upon the satisfaction of the Cure Amounts, if any, by the Purchaser or Debtors, as applicable, the Assumed Contracts shall remain in full force and effect, and no default shall exist under the Assumed Contracts nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default. The Cure Amounts shall not be subject to further dispute or audit, including, without

limitation, any based on performance prior to the Closing Date. After the payment of the Cure Amounts by the Purchaser or Debtors, as applicable, none of the Debtors or the Purchaser shall have any further liabilities to the counterparties to the Assumed Contracts other than the Purchaser's obligations under the Assumed Contracts that accrue and become due and payable on or after the Closing Date.

RR. In the event of a continuing dispute as of, or after, the Closing Date regarding assumption and assignment, transitional use, or Cure Amount of any executory contract or unexpired lease proposed to be an Assumed Contract, the assumption and assignment of such executory contract or unexpired lease, and payment of any applicable Cure Amounts, shall be made following the entry of an order of the Court resolving any such dispute (or upon the consensual resolution of such dispute as may be agreed by the Purchaser and such counterparty and, solely with respect to disputes regarding Cure Amounts, the Debtors). For the avoidance of doubt, all rights of parties in interest with Cure Amount disputes who have filed objections at Docket Nos. 264, 301, 314, and 345 are expressly reserved as to such Cure Amounts. For the avoidance of doubt, if the Purchaser determines, in its sole discretion, that the cure dispute is too material, the Purchaser may delay the assignment of such contract or lease until the resolution of the Cure Amount; *provided* that, in such case, if any, the Purchaser shall be responsible for any and all costs arising as of or after the Closing Date under such contract or lease during the pendency of the dispute. Upon an election of the Purchaser to designate an executory contract or unexpired lease as an Excluded Contract (as defined in the Zoll APA), the Purchaser shall have no liability whatsoever to the counterparty to such executory contract or unexpired lease or the Debtors.

SS. Oracle America, Inc. reserves all rights as to payments and costs accruing prior to such an Excluded Contract designation.

TT. To the extent any non-Debtor counterparty to an Assumed Contract has failed to timely object to a proposed Cure Amount, such Cure Amount has been and shall be deemed to be finally determined as the Cure Amount listed on the Potential Assumption Notice and Assumed Contracts Exhibit and any such non-Debtor counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time. The non-Debtor counterparty to an Assumed Contract is forever bound by the applicable Cure Amount and, upon payment of the Cure Amounts as provided herein and, in the Zoll APA, is hereby enjoined from taking any action against Purchaser with respect to any claim for cure under the Assumed Contract.

UU. Any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect to the extent provided in the Bankruptcy Code or other applicable law.

VV. Any party that may have had the right to consent to the assignment of an Assumed Contract is deemed to have consented to such assignment, including for purposes of Bankruptcy Code sections 365(c)(1)(B) and 365(e)(2)(A)(ii) and otherwise if such party failed to timely object to the assumption and assignment of such Assumed Contract.

WW. Each Assumed Contract constitutes an executory contract or unexpired lease under the Bankruptcy Code and all requirements and conditions under Bankruptcy Code sections 363 and 365 for the assumption by the Debtors and assignment to the Purchaser of the Assumed Contracts have been, or will be, satisfied. Upon the Purchaser's assumption of the Assumed Contracts in accordance with the terms hereof, in accordance with Bankruptcy Code sections 363

and 365, (a) the Purchaser shall be fully and irrevocably vested with all rights, title and interest of the Debtors under the Assumed Contracts, (b) the Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contracts, and (c) the Debtors shall be relieved, pursuant to Bankruptcy Code section 365(k), from any further liability under the Assumed Contracts.

XX. The Purchaser has demonstrated adequate assurance of future performance under the relevant Assumed Contracts within the meaning of Bankruptcy Code sections 365(b)(1)(C) and 365(f)(2)(B).

YY. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Debtors or the Purchaser as a result of the assumption, assignment and sale of the Assumed Contracts. Subject to the terms of the Zoll APA, the validity of the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts, shall not be affected by any dispute between any of the Debtors or their affiliates, and another party to an Assumed Contract regarding the payment of any amount. Upon assignment to the Purchaser, the Assumed Contracts shall be valid and binding, in full force and effect and enforceable by the Purchaser in accordance with their respective terms.

ZZ. Pursuant to Bankruptcy Code sections 105(a), 363, and 365, all counterparties to the Assumed Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors or the Purchaser any assignment fee, default, breach or claim of pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts existing as of and including the Closing Date under the Zoll APA or arising by reason of the consummation of

transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts.

AAA. All counterparties to the Assumed Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Debtors or the Purchaser for, any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale of the Acquired Assets.

Application of Proceeds

BBB. The schedule of the holdback of Sale proceeds, as set forth in **Exhibit 4** (the “Holdback Schedule”) attached hereto, is hereby approved and the Debtors are hereby authorized to take such actions as are reasonably necessary to implement and effectuate the Holdback Schedule. Upon entry of this Order, the Debtors shall use commercially reasonable efforts to outperform the Holdback Schedule in consultation with the Required DIP Lenders.

CCC. Notwithstanding anything to the contrary contained herein, in any DIP Document, or in any document related to the Sale, the Acquired Assets constitute Cash Collateral and DIP Collateral and are subject to the Adequate Protection Liens, Prepetition Liens, and DIP Liens (each as defined in the DIP Orders). All consideration and proceeds arising from the Sale shall be applied in accordance with the terms of this Order, the DIP Orders, the DIP Documents, the Prepetition First Lien Credit Agreement, the Bidding Procedures Order, the Bidding Procedures, the Restructuring Support Agreement, and the Zoll APA.

DDD. Immediately upon the Closing of the Sale Transaction, the Debtors shall utilize the cash proceeds from the Sale Transaction to (i) irrevocably and indefeasibly remit to the DIP Agent (as defined in the DIP Orders) an amount of up to \$13.75 million in partial satisfaction of the DIP Superpriority Claims (as defined in the DIP Orders) on a dollar-for-dollar basis (collectively,

the “DIP Paydown Amount”), (ii) fund a reserve in an amount up to \$13.75 million (the “Holdback Reserve”), consistent with the Holdback Schedule, (iii) remit the “Restructuring Fee” (as defined in the PJT Partners Engagement Letter) and the “Transaction Fee” (as defined in the Rothschild & Co Engagement Letter), including any related credits applied in accordance with the terms of the PJT Partners Engagement Letter and Rothschild & Co Engagement Letter, to the Carve Out Reserves (as defined in the DIP Orders), and (iv) satisfy all DIP/First Lien Advisor (as defined in the DIP Orders) fees that are accrued but unpaid; *provided* that the DIP Paydown Amount shall not include any amounts on account of the Roll-Up Loans (as defined in the DIP Orders) unless and until the Prepetition First Lien Revolving Obligations and all accrued and unpaid First Lien Adequate Protection Fees (as defined in the Final DIP Order) owing to the Prepetition First Lien Term Loan Agent as of entry of this Order have been satisfied, pursuant to the DIP Orders. The DIP Paydown Amount pursuant to this paragraph complies with the requirements of the DIP Orders and the DIP Documents and is supported by good, sufficient, and sound business reasons. For the avoidance of doubt, nothing in this Order or the Zoll APA shall affect the Prepetition First Lien Revolving Loan Obligations (as defined in the DIP Orders), including any liens, claims, or priorities related thereto, in each case solely as it relates to the proceeds of the Sale, and all rights of the Prepetition First Lien Revolving Lenders with respect to the Prepetition First Lien Revolving Loan Obligations in the DIP Orders are reserved. Funds in the Holdback Reserve shall be available for the use by the Debtors in accordance with the Holdback Schedule. The Holdback Schedule may be modified by the Debtors only with the prior written consent of: (i) the Required DIP Lenders and (ii) the Prepetition First Lien Term Loan Agent (as to the Prepetition First Lien Term Loan Agent only, such consent is solely until such time as the Prepetition First Lien Revolving Loan Obligations and all accrued and unpaid First Lien Adequate Protection Fees (as defined in

the Final DIP Order) owing to the Prepetition First Lien Term Loan Agent as of entry of this Order have been irrevocably and indefeasibly paid in full).

EEE. The Debtors are authorized and directed to distribute all consideration and proceeds arising from the Sale consistent with this Order, including, without limitation, the Holdback Reserve, the DIP Paydown Amount, and the Carve Out Reserves, each as provided in paragraph DDD. This Order shall not in any way waive any remaining DIP Superpriority Claims or other DIP Obligations (as defined in the Final DIP Order) and Prepetition First Lien Revolving Obligations in these Chapter 11 Cases, including upon the payment of the (i) claims and amounts specified in the Holdback Schedule and/or (ii) DIP Paydown Amount from the proceeds of the Sale upon Closing of the Sale Transaction. Further, for the avoidance of doubt, nothing in the Zoll APA, or in the DIP Orders, alters, amends, or modifies the terms or priority of the Carve Out or the Carve Out Reserves (each as defined in the Final DIP Order), and each shall remain in full force and effect according to its terms. After payment of the (i) DIP Paydown Amount, (ii) claims and amounts specified in the Holdback Schedule, and (iii) amounts to be remitted to the Carve Out Reserves, any remaining DIP Superpriority Claims and other DIP Obligations and Prepetition First Lien Revolving Obligations (subject to the priorities set forth in the Final DIP Order) shall be the senior most claims to recover under any Debtor plan or other wind-down or similar arrangement in accordance with the priorities set forth in the Final DIP Order. All of the Debtors' remaining cash after Closing of the Sale Transaction, funding of the Holdback Schedule, and amounts to be remitted to the Carve Out Reserves shall be paid, as applicable, to: (i) the DIP Lenders for application to the New Money Loans, (ii) the Prepetition First Lien Term Loan Agent for application to the Prepetition First Lien Revolving Obligations, and (iii) the DIP Agent for application to the Roll-Up Loans and all other DIP Superpriority Claims or DIP Obligations, in

accordance with the priorities set forth in the Final DIP Order, in each case subject to the Approved DIP Budget (including the Permitted Variance) and any Acceptable Plan (each as defined in the DIP Orders), as applicable. The Debtors are authorized and directed to distribute all such cash on account of any remaining DIP Superpriority Claims, other DIP Obligations, and the Prepetition First Lien Revolving Obligations (if any); *provided* that the DIP Superpriority Claims, other DIP Obligations, and the Prepetition First Lien Revolving Obligations remain subject to the Carve Out (as defined in the DIP Orders). The Debtors further agree that, as consideration for the consent of the Required DIP Lenders related to the Sale as required under the DIP Documents, Bidding Procedures Order, and Bidding Procedures, the principal amount of the New Money Commitments (as defined in the DIP Orders) shall be reduced from \$45 million to \$40 million and, upon entry of this Order, the Escrow Agent (as defined in the DIP Orders) is authorized and directed to release \$5 million from the Escrow Account (as defined in the DIP Orders) to the DIP Agent for irrevocable and indefeasible repayment to the DIP Lenders; *provided, however*, notwithstanding anything to the contrary in this Order or the DIP Orders, the Debtors acknowledge and agree that any cash or other amounts in the Escrow Account are not property of the Debtors' estates and the foregoing authority is merely provided out of an abundance of caution.

FFF. The legal and factual bases set forth in the Motion, and in the Declarations filed in support thereof, and presented at the Sale Hearing establish just cause for the findings made and relief granted herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Zoll APA attached hereto as **Exhibit 1** and the consummation of the

transactions contemplated thereby, including, without limitation, the Sale Transaction, is authorized and approved.

2. Entry into and performance under, and in respect of, the consummation of the transactions contemplated, including entry into and performance under a Transition Services Agreement (as defined in the Zoll APA), thereby is authorized and approved; *provided* that the Debtors' entry into such Transition Services Agreement or any similar arrangement with the Purchaser shall be at least cost neutral or better to the Debtors' estates; *provided further* that, any costs and expenses related to such Transition Services Agreement, regardless of whether such Transition Services Agreement is at least cost neutral or better to the Debtors' estates, shall in no way affect the DIP Paydown Amount or compromise, reduce, or prime any remaining DIP Superpriority Claims or other DIP Obligations after the satisfaction of the DIP Paydown Amount and the DIP Lenders shall not be obligated to fund any amount beyond the amount funded into the Holdback Reserve.

3. Any objections and responses to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included in such objections and responses, are overruled on the merits and denied with prejudice; *provided* that the foregoing shall not limit rights reserved pursuant to paragraphs RR, SS, 30, 31, 32, 33, 34, 35, and 36 hereof. All other persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief granted herein, including for purposes of Bankruptcy Code sections 363(f)(2), 365(c)(1), and 365(e)(2).

Approval of the Zoll APA

4. The Zoll APA, all ancillary documents, the transactions contemplated thereby, including, without limitation, the Sale Transaction and all the terms and conditions thereof, and the transaction steps memorandum set forth in **Exhibit 3** attached hereto (as may be supplemented,

amended, or modified with the consent of the Purchaser, the “Transaction Steps Memorandum”) including with respect to setoff rights and assignments for all intercompany claims and obligations, and the assumption and assignment of the Assumed Contracts (but subject to the Purchaser’s rights with respect thereto pursuant to the Zoll APA) and all the terms and conditions thereof, the DIP Paydown Amount, and any other steps necessary to effectuate the Sale Transaction, are approved. The failure specifically to include any particular provision of the Zoll APA in this Order shall not diminish or impair the effectiveness of such provision, and the Court orders that the Zoll APA be authorized and approved in its entirety.

5. The Debtors and their respective officers, employees, and agents are authorized and directed to take any and all actions necessary, appropriate, or requested by the Purchaser to perform, consummate, implement, and close the Sale Transaction and the DIP Paydown Amount, including, without limitation, (a) the sale to the Purchaser of all Acquired Assets, in accordance with the terms and conditions set forth in the Zoll APA and this Order, (b) executing, acknowledging, and delivering such deeds, assignments, conveyances, and other assurance, documents, and instruments of transfer, and (c) taking any action for purposes of assigning, transferring, granting, conveying, and confirming to the Purchaser, or reducing to possession, the Acquired Assets, and (d) any and all other steps included in the Transaction Steps Memorandum, all without further order of the Court. The Debtors are further authorized to pay, without further order of the Court, whether before, at, or after the Closing Date, any expenses or costs, if any, that are required to be paid by the Debtors under the Zoll APA, this Order, the DIP Orders, the DIP Documents, the Bidding Procedures Order, the Bidding Procedures, and the Restructuring Support Agreement in order to consummate the Sale Transaction or perform their obligations under the

Zoll APA, including, for the avoidance of doubt, payment of the DIP Paydown Amount immediately, irrevocably, and indefeasibly upon Closing of the Sale Transaction.

6. All persons and entities, including, without limitation, the Debtors, the Debtors' estates, all debt security holders, equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trustees, former employees, trade creditors, and any other creditors (or agent of any of the foregoing) who may or do hold Claims, Interests, or Encumbrances (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated) against the Debtors or the Acquired Assets, arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the operation or ownership of the Acquired Assets by the Debtors prior to the Closing Date, or the Sale Transaction, are hereby prohibited, forever barred, estopped, and permanently enjoined from asserting or pursuing such Claims against the Purchaser, its affiliates, successors, assigns, its property or the Acquired Assets, including, without limitation, taking any of the following actions with respect to any Claims, Interests, or Encumbrances: (a) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against the Purchaser, its affiliates, successors, assigns, assets (including the Acquired Assets), and/or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser, its affiliates, successors, assigns, assets (including the Acquired Assets), and/or properties; (c) creating, perfecting, or enforcing any Claim against the Purchaser, its affiliates, any of their respective successors, assigns, assets (including the Acquired Assets), and/or properties; (d) asserting a Claim as a setoff that was not taken prepetition, or right of subrogation of any kind against any obligation due against the Purchaser, its affiliates, or any of

their respective successors or assigns; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order, the Zoll APA, or the agreements or actions contemplated or taken in respect thereof, including the Debtors' ability to transfer the Acquired Assets to the Purchaser in accordance with the terms of this Order and the Zoll APA. No such Person shall assert or pursue against the Purchaser or its affiliates, successors or assigns any such Claim.

7. The sale of the Acquired Assets to the Purchaser under the Zoll APA constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of all applicable jurisdictions, including, without limitation, the laws of each jurisdiction in which the Acquired Assets are located, and the sale of the Acquired Assets to the Purchaser may not be avoided under any statutory or common law fraudulent conveyance and fraudulent transfer theories whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Good Faith Sale

8. The Zoll APA has been negotiated and executed, and the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts, are and have been undertaken, by Debtors and their respective representatives without collusion and in "good faith," as that term is defined in Bankruptcy Code section 363(m). Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction or any term of the Zoll APA and shall not permit the unwinding of the Sale Transaction, including the DIP Paydown Amount. The Purchaser is a good faith purchaser within the meaning of

Bankruptcy Code section 363(m) and, as such, is entitled to the full protections of Bankruptcy Code section 363(m).

9. None of the Debtors or the Purchaser has engaged in any conduct that would cause or permit the Zoll APA or the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts, to be avoided or costs or damages to be imposed, under Bankruptcy Code section 363(n). The consideration provided by the Purchaser for the Acquired Assets under the Zoll APA is fair and reasonable, and the Sale Transaction may not be avoided under Bankruptcy Code section 363(n).

Transfer of the Acquired Assets Free and Clear

10. Pursuant to Bankruptcy Code sections 105(a) and 363(f), the Acquired Assets shall be sold free and clear of all Claims, Interests, or Encumbrances, with all such Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities), including, for the avoidance of doubt, any outstanding prepetition and postpetition liens and encumbrances securing the DIP Obligations, the Prepetition Obligations and any Adequate Protection Superpriority Claims, to attach to the proceeds of the Sale Transaction to be received by the Debtors with the same validity, force, priority, and effect, which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto; *provided, however*, that the proceeds of the Sale Transaction shall be applied to satisfy the DIP Paydown Amount immediately, irrevocably, and indefeasibly upon the Closing of the Sale Transaction in accordance with this Order.

11. At Closing, all of the Debtors' right, title, and interest in and to, and possession of, the Acquired Assets shall be immediately vested in the Purchaser pursuant to Bankruptcy Code sections 105(a), 363(b), and 363(f) free and clear of any and all Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities). Such transfer

of Acquired Assets shall constitute a legal, valid, binding, and effective transfer of, and shall vest the Purchaser with good and marketable title to, the Acquired Assets. All persons or entities, presently or 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 or its designees on the Closing Date or at such time thereafter as the Purchaser may request.

12. This Order is and shall be binding upon and 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, registrars of patents, trademarks, domain names or other intellectual property, governmental entities, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments; and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the Zoll APA. The Acquired Assets are sold free and clear of any reclamation rights.

13. Except as otherwise expressly provided in the Zoll APA or this Order, all persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, affiliates, foreign, federal, state and local governmental, tax and regulatory authorities, governmental entities, lenders, secured parties, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding Claims, Interests, or Encumbrances against the Debtors or the Acquired Assets arising under or out of, in connection with, or in any way relating to, the Debtors, their estates, the Debtors' predecessors or affiliates, the Acquired Assets, the ownership, sale, use, possession, or operation of the Acquired Assets

prior to Closing or, if later, the transfer of the Acquired Assets to the Purchaser, are hereby forever barred, estopped, and permanently enjoined from asserting or prosecuting any cause of action or any process or other act or seeking to collect, offset, or recover on account of any Claims, Interests, or Encumbrances against the Purchaser, its predecessors, successors or assigns, its property, or the Acquired Assets, other than Permitted Encumbrances and Assumed Liabilities. Following the Closing, except as expressly provided in the Zoll APA or this Order, no holder of any Claim shall interfere with the Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to any such Claim or based on any action or omission of the Debtors, including any action or omission the Debtors may take in the Chapter 11 Cases.

14. The Debtors are authorized and directed to execute such documents as may be necessary to release any Claims, Interests, or Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) of any kind against the Acquired Assets as such Claims, Interests, or Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, *lis pendens*, or other documents or agreements evidencing Claims, Interests, or Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) against or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing of the Sale Transaction, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims, Interests, or Encumbrances that the person or entity has with respect to the Acquired Assets, (a) the Debtors are 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, (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall

constitute conclusive evidence of the release of all such Claims, Interests, or Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) against the Purchaser and the applicable Acquired Assets, (c) the holders of any Claims, Interests, or Encumbrances are authorized and directed, if requested by Debtors or Purchaser, to execute such documents and take all other actions as may be necessary to terminate, discharge, or release their Claims, Interests, or Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) in the Acquired Assets, and (d) the Purchaser may seek in the Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all such Claims, Interests, or Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) with respect to the Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department or office, and such agencies, departments, and offices are authorized to accept this Order for filing or recording. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Acquired Assets free and clear of Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities) shall be self-executing, and none of the Debtors or the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

15. To the maximum extent permitted under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Acquired Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are

deemed to have been, and hereby are, directed to be transferred to the Purchaser with respect to the Acquired Assets as of the Closing Date.

16. If, after the Closing Date, any licensee of any of the Acquired Assets (including pursuant to any contract that may have been previously rejected by the Debtors) is required, by agreement, contract or applicable law, to make royalty or similar payments to the Debtors arising after the Closing Date on account of any Acquired Asset, such licensee shall instead make any such payments to the Purchaser directly.

17. No governmental unit (as defined in Bankruptcy Code section 101(27)) or any representative thereof may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Acquired Assets on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Sale Transaction to the extent that any such action by a governmental unit or any representative thereof would violate Bankruptcy Code section 525.

No Successor or Transferee Liability

18. Upon the Closing Date, except as provided in the Zoll APA, the entry of this Order and approval of the Zoll APA shall mean that neither the Purchaser nor its affiliates, successors, or assigns, as a result of any action taken in connection with the Zoll APA, the consummation of the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction, or the transfer or operation of the Acquired Assets, shall not be, nor be deemed to: (a) be a legal successor or successor employer to the Debtors (including with respect to any health or benefit plans), or otherwise be deemed a successor to the Debtors, and shall instead be, and be deemed to be, a new employer with respect to all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws; (b) have, *de facto*, or otherwise, merged or consolidated with or into the Debtors; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors or

otherwise be deemed to be acting in concert or active participation with the Debtors, including, in the case of each of (a)-(c), without limitation, (x) within the meaning of any foreign, federal, state or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), the WARN Act (29 U.S.C. §§ 2101 et seq.) (“WARN”), Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, et seq. (the “NLRA”) or (y) in respect of (i) any environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to the Closing Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, (ii) any liabilities, penalties, costs, debts or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), (iii) any products liability law or doctrine with respect to the Debtors’ liability under such law, rule, or regulation or doctrine, (iv) any consumer protection law or doctrine with respect to the Debtors’ liability under such law, rule, or regulation or doctrine, or (v) any state or local escheat or similar laws.

19. Without limiting the generality of the foregoing, and except for the Assumed Liabilities and, as otherwise provided in the Zoll APA and this Order, neither the Purchaser nor any of its affiliates, successors, or assigns shall have any responsibility for (a) any liability or other obligation of the Debtors or related to the Acquired Assets or (b) any Claims, Interests, or

Encumbrances against the Debtors or any of their predecessors or affiliates. By virtue of the Purchaser's purchase of the Acquired Assets, neither the Purchaser nor any of its affiliates shall have any liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or any theory based on acting in concert or active participation with the Debtors, or based upon any theory of antitrust, environmental (including, but not limited to CERCLA), successor or transferee liability, *de facto* merger or substantial continuity, labor and employment (including, but not limited to, WARN), consumer protection law, or products liability law, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of the Debtors' employment agreements or health or benefit plans, any settlement or injunction or any liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing (collectively, with the potential claims set forth in paragraph 18 above, "Successor or Transferee Liability"). The Purchaser would not have acquired the Acquired Assets but for the foregoing protections against potential claims based upon Successor or Transferee Liability.

20. None of the Purchaser nor its affiliates, successors, assigns, equity holders, employees, or professionals shall have or incur any liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors or assigns, arising out of the negotiation, investigation, preparation, execution, delivery of the Zoll APA and the entry into and

consummation of the sale of the Acquired Assets, except as expressly provided in the Zoll APA and this Order.

21. Nothing in this Order or the Zoll APA shall require the Purchaser or any of its affiliates to: (a) continue or maintain in effect, or assume any liability in respect of any employee, former employee, collective bargaining agreement, pension, welfare, fringe benefit, or any other benefit plan, trust arrangement, or other agreements to which the Debtors are a party or have any responsibility therefor including, without limitation, medical, welfare, and pension benefits payable after retirement or other termination of employment; or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment, or administration of any employee benefit plan, arrangement, or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement, or agreement.

22. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions with the Debtors that are approved by this Order, including, without limitation, the Zoll APA and the Sale Transaction.

Failure to Specify Provisions

23. The failure specifically to include any particular provisions of the Zoll APA in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Zoll APA be authorized and approved in its entirety; *provided, however*, that this Order shall govern if there is any inconsistency between the Zoll APA (including all ancillary documents executed in connection therewith) and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent. To the extent that this Order is inconsistent

with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Order shall control.

Non-Material Modifications

24. The Zoll APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates or the DIP Lenders.

Related Relief

25. Each and every federal, state and governmental entity, agency or department, and any other person or entity, is hereby authorized to accept any and all documents and instruments in connection with or necessary to consummate the Sale Transaction and all other transactions contemplated by the Zoll APA. For the avoidance of doubt, Bankruptcy Code section 1146(a) shall not apply to the Sale Transaction.

26. Neither Purchaser nor any Person claiming by, through or on behalf of Purchaser (including but not limited to by operation of law, sale, assignment, conveyance or otherwise) shall pursue, prosecute, litigate, institute, or commence an action based on, assert, sell, convey, assign, or file any claim that relates to the Avoidance Actions (as defined in the DIP Orders).

27. No governmental unit may revoke or suspend any right, license, copyright, patent, trademark, or other permission relating to the use of the Acquired Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the sale of the Acquired Assets.

28. To the extent this Order is inconsistent with any prior order or pleading filed in these Chapter 11 Cases related to the Motion, the terms of this Order shall govern. To the extent

there is any inconsistency between the terms of this Order and the terms of the Zoll APA, the terms of this Order shall govern. Nothing contained in any plan of liquidation or reorganization, or order of any type or kind entered in these Chapter 11 Cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Order, will conflict with or derogate from the terms of this Order or the Zoll APA.

29. This Order and the Zoll APA shall be binding in all respects upon all prepetition and postpetition creditors of the Debtors, all interest holders of the Debtors, any Court appointed committee (including the Committee), all successors and assigns of the Debtors and their affiliates and subsidiaries, and any trustees, examiners, “responsible persons,” or other fiduciaries appointed in these Chapter 11 Cases or upon a conversion of any of the Debtors’ cases to a case under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee, and upon closing the Zoll APA and Sale Transaction shall not be subject to rejection or avoidance under any circumstances by any party. For the avoidance of doubt, the Debtors’ inability to satisfy in full all administrative expense claims of the Debtors’ estates shall not be a basis for termination, rejection, or avoidance (as applicable) of the Zoll APA or the Sale Transaction.

30. Notwithstanding anything to the contrary in this Order or any notice related thereto, unless Cigna Health and Life Insurance Company, Cigna Behavioral Health, Inc., the Debtors agree otherwise, the Employee Benefits Agreements (as defined in the *Objection of Cigna to First Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 301]) shall not be assumed and assigned to the Purchaser as part of the Sale.

31. Notwithstanding anything to the contrary in this Order, the Bidding Procedures Order, the Assumption and Assignment Procedures, any Potentially Assumed and Assigned

Contracts Notice, any asset purchase agreement or any document related to any of the foregoing:

(a) nothing shall permit or otherwise effect a sale, an assignment or any other transfer at this time of (i) any insurance policies that have been issued by ACE American Insurance Company, Illinois Union Insurance Company, Westchester Surplus Lines Insurance Company, Westchester Fire Insurance Company, Indemnity Insurance Company of North America, Federal Insurance Company, Chubb National Insurance Company, Vigilant Insurance Company and each of their respective U.S.-based affiliates and predecessors (collectively, the “Chubb Companies”) to or that provide coverage to any of the Debtors (or their predecessors) and all agreements, documents or instruments relating thereto (collectively the “Chubb Insurance Contracts”), and/or (ii) any rights, proceeds, benefits, claims, rights to payments and/or recoveries under such Chubb Insurance Contracts, unless and until a further order is entered by this Court, at a subsequent hearing, or as submitted under certification of counsel by agreement of the Debtors, the Successful Bidder and the Chubb Companies, with the rights of the parties fully preserved pending entry of such further order; (b) such further order, without further notice and which may be immediately effective, may provide, among other things, that (i) subject to the execution of an assumption agreement by the Debtors, the Successful Bidder and the Chubb Companies, in form and substance satisfactory to each of the parties (the “Chubb Assumption Agreement”), the Debtors are authorized to assume and assign the Chubb Insurance Contracts to the Successful Bidder, and the Successful Bidder shall assume and shall be liable for any and all now existing or hereinafter arising obligations, liabilities, terms, provisions and covenants of any of the Debtors under the Chubb Insurance Contracts; (ii) the Debtors are authorized to enter into the Chubb Assumption Agreement and grant a release to the Chubb Companies in relation to the Chubb Insurance Contracts; and/or (iii) such other and further relief as may be requested by the Chubb Companies, the Debtors and/or the

Successful Bidder; and (c) unless and until the Chubb Assumption Agreement is entered into and effective (and, thereafter, subject in all respects to the terms thereof) (i) nothing shall alter, modify or otherwise amend the terms or conditions of the Chubb Insurance Contracts, and (ii) for the avoidance of doubt, the Successful Bidder is not, and shall not be deemed to be, an insured under any of the Chubb Insurance Contracts; *provided, however*, that to the extent any claim with respect to the Assets arises that is covered by the Chubb Insurance Contracts, the Debtors may pursue such claim in accordance with the terms of the Chubb Insurance Contracts, and, if applicable, turn over to the Successful Bidder any such insurance proceeds (each, a “Proceed Turnover”), *provided, further, however*, that the Chubb Companies shall not have any duty to effectuate a Proceed Turnover or liability related to a Proceed Turnover.

32. The Sale Transaction and all related transactions authorized by this Order shall exclude property constituting “Transferred Assets” as defined in that certain Stock and Asset Purchase Agreement by and between Vyair Holding Company and SunMed Group Holdings, LLC d/b/a AirLife (“AirLife”) dated as of March 27, 2023, as amended (the “AirLife Assets”), and the AirLife Assets shall not constitute Acquired Assets under the Zoll APA and Sale Transaction. Following the Closing Date, to the extent that any right, title or interest to any asset, property or right held by Purchaser or any of its affiliates following the Closing Date is determined to be an AirLife Asset, Purchaser shall, and shall cause its applicable affiliates to assign, convey or as promptly as practicable (and in any event within five (5) business days) transfer any such AirLife Asset to AirLife (or an affiliate of AirLife as AirLife may specify) pursuant to an instrument of transfer reasonably satisfactory to AirLife.

33. Nothing in this Order, the Zoll APA, or any document, agreement, or instrument contemplated by any of the foregoing shall: (a) be construed to authorize or permit (i) the

assumption and/or assignment of any surety bond issued by Hartford Fire Insurance Company and its affiliates (the “Surety”) on behalf of the Debtors (collectively, the “Surety Bonds” and, each individually, a “Surety Bond”), (ii) the assumption and/or assignment of any indemnity agreements executed by one or more of the Debtors pursuant to which the Surety Bonds were issued (the “Indemnity Agreements” and, each individually, an “Indemnity Agreement”), or (iii) obligate the Surety to replace any Surety Bond and/or issue any new surety bond on behalf of the Purchaser; or (b) be deemed to provide a Surety’s consent to the involuntary substitution of any principal under any Surety Bond and/or any Indemnity Agreement, including, for the avoidance of doubt, that the Purchaser shall not be a substitute principal under any Surety Bond or any Indemnity Agreement absent a Surety’s consent thereto or further order of the Court. Additionally, nothing in this Order, the Zoll APA, or any other document, agreement, or instrument contemplated by any of the foregoing shall be deemed to alter, limit, modify, release, waive, or prejudice any rights, remedies, and/or defenses that the Surety has or may have under the Surety Bonds or Indemnity Agreements. In addition, the Purchaser shall not directly or indirectly obtain the benefit of the Surety Bonds absent the Surety’s consent or an agreement between the Purchaser and the Surety satisfactory to the Surety: (a) post-closing; (b) under any transition agreement; and/or (c) pursuant to section 1.5(f)(ii) of the Zoll APA. Any sale of claims against the Surety and/or its Surety Bond beneficiaries shall be sold subject to setoff and/or recoupment rights of the Surety and/or its Surety Bond beneficiaries. Notwithstanding any other provision in the Zoll APA, if a claim or claims is or are asserted against any of the Surety Bonds, then the Surety shall be granted access to, and may make copies of, any books and records that may be held by the Debtors or the Purchaser relating to any such claim. The Surety shall be given sixty (60) days’ prior written notice of any proposed destruction of such books and records.

34. Notwithstanding anything to the contrary in this Order, the completed rotor assembly that is currently in the possession of Fischer USA, Inc. (the “Fischer-Retained Equipment”) shall be excluded from the assets purchased by the Purchaser. Purchaser may purchase the Fischer-Retained Equipment either through assumption and assignment of the applicable Fischer USA, Inc. purchase order and payment to Fischer USA, Inc. of the Cure Amount of \$114,708.19 or, absent assumption and assignment of the applicable purchase orders, upon direct payment to Fischer USA, Inc. in an amount to be agreed upon between Fischer USA, Inc. and the Purchaser without further order of the Court. Relief from the automatic stay imposed by 11 U.S.C. § 362(a) is hereby granted to permit Fischer USA, Inc. to take actions consistent with this paragraph. The Purchaser will not be required to make any further payments to the Debtors on account of the Fischer-Retained Equipment, with all such payments going instead to Fischer USA, Inc. in the event that Purchaser elects to purchase the Fischer-Retained Equipment. Fischer USA, Inc. expressly reserves and preserves its right to assert and claims that it may have against the Debtors and their estates, and the Debtors expressly reserve and preserve their rights to object to any such asserted claims.

35. For the avoidance of doubt, Kuehne + Nagel Inc. (“Kuehne + Nagel”) has asserted a possessory lien over certain goods held by Kuehne + Nagel, as disclosed in Kuehne + Nagel’s limited objection and reservation of rights [Docket No. 133]. The Debtors’ and the Reorganized Debtors’ rights to dispute any such possessory lien (to the extent such possessory lien exists) are expressly preserved and reserved. Nothing in this Order or the Zoll APA shall be deemed a finding or determination as to whether any such possessory lien (if any) exists; provided that any determination with respect to the foregoing shall be made by the Court and all parties’ rights are preserved and reserved with respect to such findings or determinations; provided, further, that the

closing on any sale as to such goods shall not be deemed to impact Kuehne + Nagel's asserted lien rights (if any), including through doctrines such as equitable mootness. In addition, all rights of Kuehne + Nagel, the Debtors, the Reorganized Debtors, or the Purchaser with its Cure Amount objection [Docket No. 318] are expressly reserved as to such Cure Amount.

36. For the avoidance of doubt and notwithstanding any provision of this Order to the contrary, the Debtors shall continue to timely perform all of their postpetition obligations under their Office Lease with Dell-Mettawa, LLC through the date the Office Lease is assumed and assigned or rejected even though such obligations are not included in the Cure Amount for the Office Lease; *provided* that the Debtors rights are preserved and reserved to dispute that any such amounts are due or owing.

37. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Zoll APA, including the DIP Paydown Amount, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction, including any and all disputes with any counterparty to any executory contract or unexpired lease of the Debtors (including, without limitation, disputes with respect to assumption and assignment of any Assumed Contracts or any cure disputes) and any party that has, or asserts, possession, control or other rights in respect of any of the Acquired Assets; *provided, however*, that, in the event the Court abstains from exercising or declines to exercise such jurisdiction with respect to the Zoll APA, the Bidding Procedures Order, or this Order, 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. This Court retains exclusive jurisdiction to compel delivery of the Acquired Assets, to protect the Debtors and their assets, including the Acquired Assets, against any Claims, Interests, or Encumbrances and Successor or Transferee Liability and to enter orders, as appropriate, pursuant to Bankruptcy Code sections 105(a) or 363 (or other applicable provisions) necessary to transfer the Acquired Assets to the Purchaser.

38. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

39. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in closing the Sale Transaction, and the Debtors and the Purchaser intend to close the Sale Transaction as soon as practicable.

40. The Purchaser shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362, to give any notice permitted by the Zoll APA or to enforce any of its remedies under the Zoll APA or any other sale-related document. The automatic stay imposed by Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence; *provided, however*, that the Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

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

42. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Exhibit 1

Zoll Asset Purchase Agreement

[Filed at Docket No. 388]

Exhibit 2

Assumed Contracts Exhibit

[To Be Filed Separately]

Exhibit 3

Transaction Steps Memorandum

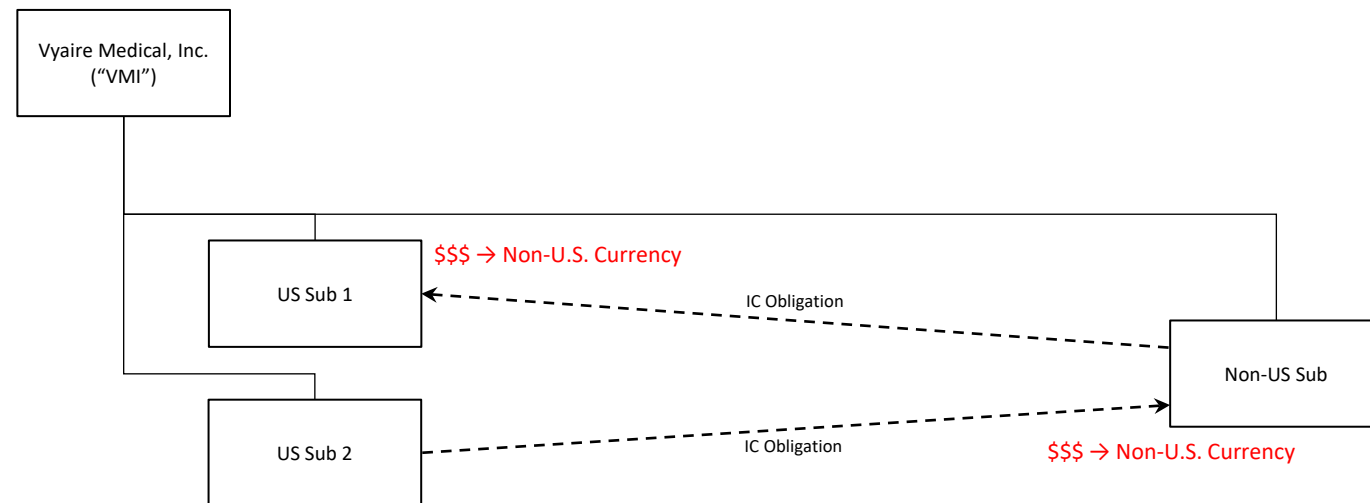
Step 1 (A) – Currency Conversion for Certain IC Obligations

Step 1 (A)

Each intercompany obligation (“**IC Obligation**”) for a pre-petition period between a Vyair U.S. subsidiary and a Vyair non-U.S. Subsidiary is converted into the local currency of the non-U.S. subsidiary based on the spot price on the date of the conversion (to the extent such amount is not already so denominated).

Notes:

- The conversion into local currency may alternatively occur after the transfer of IC Obligations in Step 1 (B).
- Post-petition IC Obligations will be separately addressed, but are expected to be small compared to pre-petition IC Obligations.



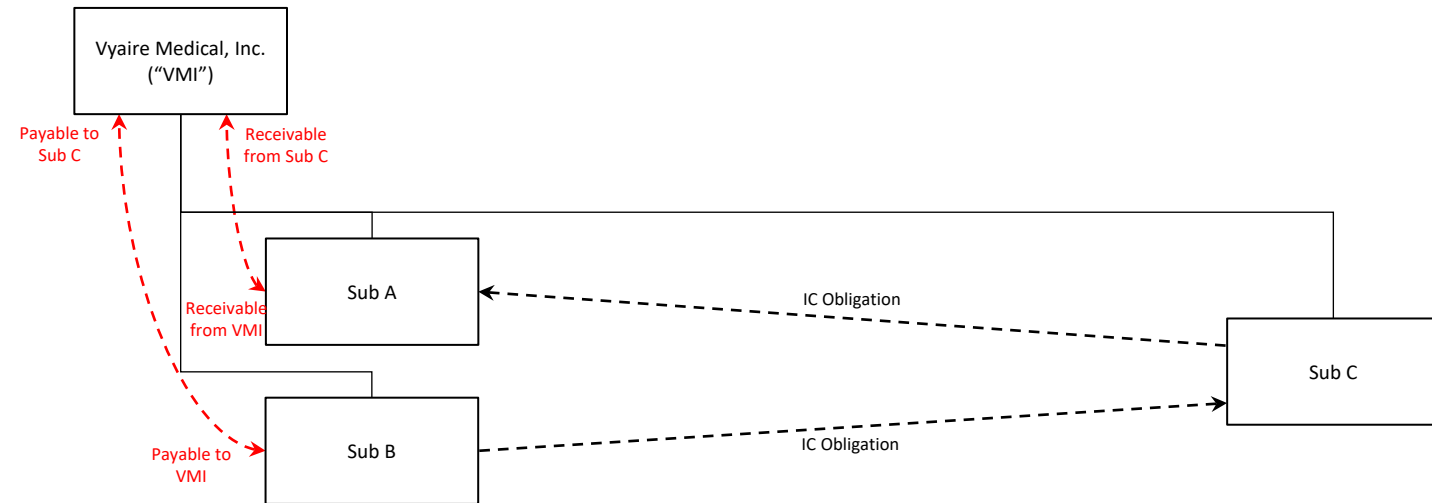
Step 1 (B) – Transfers of IC Obligations to VMI

Step 1 (B)

(i) For all pre-petition IC Obligations involving at least one non-U.S. Vyair subsidiary:

- (a) one party will transfer the receivable (or payable) to Vyair Medical, Inc. (“VMI”) in exchange for a corresponding receivable from (or payable to) VMI; and
- (b) with respect to any such payable transferred to VMI, the obligee on such transferred IC Obligation will enter into a novation to release the original obligor and make VMI the new obligor.

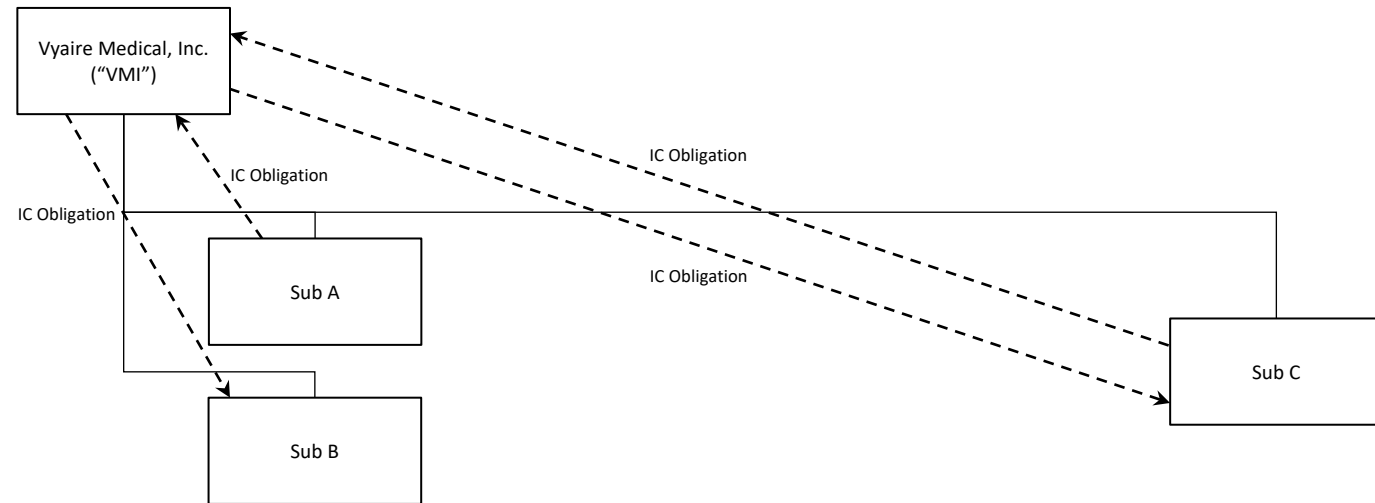
Following the transfers in this Step 1(B), all IC Obligations of non-U.S. Vyair subsidiaries will either be owed to, or owed from, VMI.



Step 1 (C) – Setoff of IC Obligations

Step 1 (C)

VMI will exercise setoff rights for all IC Obligations between itself and each Vyaire subsidiary, such that, as a result, only a single payable or receivable in the amount of the net obligation will remain outstanding between VMI and each subsidiary.

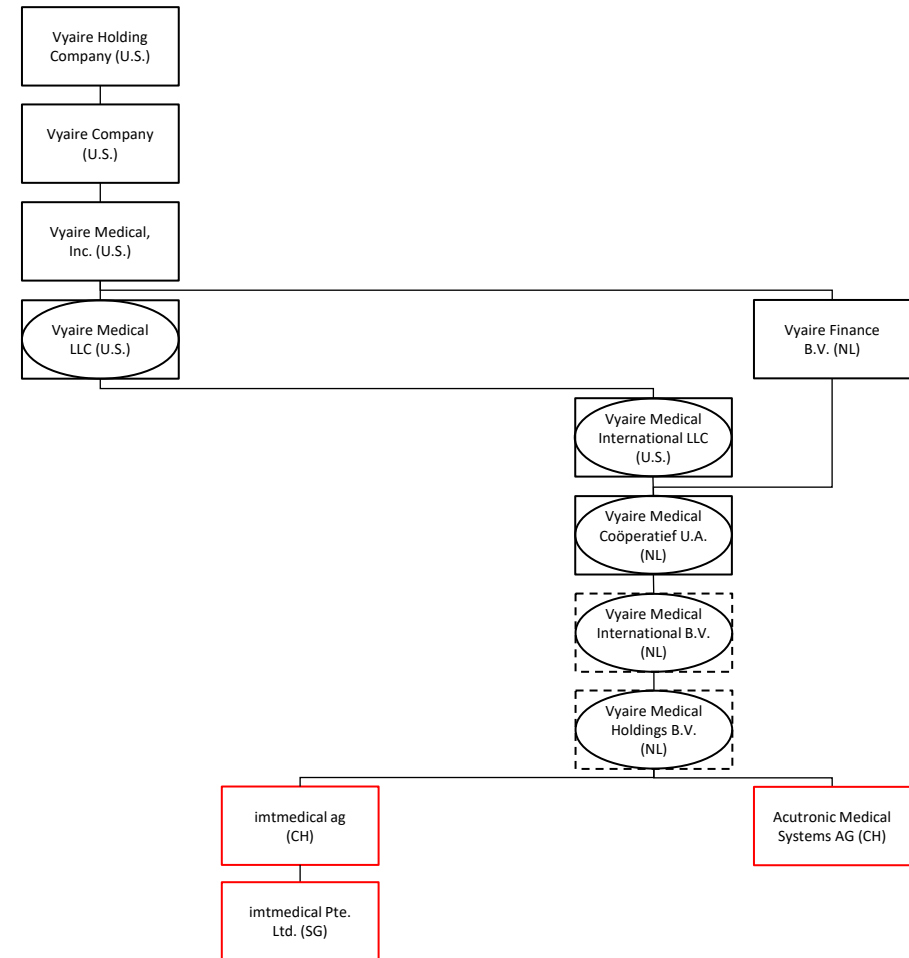


Step 2 – Excess Cash Distributions

Step 2

Each Vyair subsidiary that will be acquired in the Vents sale pays excess cash to VMI in satisfaction of any IC Obligations owed to VMI, reducing the aggregate amount of payables from non-US subsidiaries to VMI.

Additionally, if permitted under local law, certain of such subsidiaries may be able to pay dividends, which could be further distributed up the chain or used by a parent to satisfy IC Obligations to VMI.



NTD: For simplicity, certain Vyair subsidiaries are not depicted on this slide.

Exhibit 4

Holdback Schedule

Estimated Holdback Schedule

Holback Details			
(\$ millions)	Est. Amts. - US	Est. Amts. - International	Est. Amts. - Total
Estimated Employee Related Costs	\$ (4.5)	\$ (4.2)	\$ (8.7)
Estimated Post-Petition AP & 503(b)(9) Claims	(1.3)	-	(1.3)
Estimated Tax	(0.8)	(5.2)	(6.0)
Estimated Wind Down and Other Expenses	(6.4)	(2.7)	(9.1)
Total	\$ (13.0)	\$ (12.1)	\$ (25.1)

Exhibit B

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	)	
In re:	)	Chapter 11
	)	
VYAIR MEDICAL, INC., <i>et al.</i> , ¹	)	Case No. 24-11217 (BLS)
	)	
Debtors.	)	(Jointly Administered)
	)	

Upon the motion, dated June 10, 2024 [Docket No. 16] (the “Motion”)² of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”),

pursuant to sections 105, 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6003, 6004, 6006, 9006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2002-1, 6004-1 and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), seeking entry of an order (this “Order”): (a) approving the *Asset Purchase Agreement related to the Debtors’ Ventilation Assets* (as may be amended or otherwise modified from time to time and including all related documents, exhibits, schedules, and agreements thereto, collectively, the “Zoll APA”), substantially in the form attached hereto as **Exhibit 1**, between and among Vyair Medical, Inc. (the “Seller”) and Zoll Medical Corporation (the “Purchaser”), and authorizing the sale of the ~~“Acquired Assets”~~ (as defined in the Zoll APA) outside the ordinary course of business pursuant to the terms of the Zoll APA and this Order (the “Sale” and, such transaction, the “Sale Transaction”), (b) authorizing the Sale of the Acquired Assets and other transactions contemplated by the Zoll APA to the Purchaser free and clear of all Claims (as defined below), Encumbrances (as defined in the Zoll APA), Liabilities (as defined in the Zoll APA), rights, other interests of any kind or nature whatsoever (“Interests”), and other encumbrances of any kind or nature whatsoever (“Encumbrances” and collectively, “Claims, Interests, and Encumbrances”) (other than Permitted Encumbrances and Assumed Liabilities, as defined in the Zoll APA), in accordance with the terms of the Zoll APA, (c) approving the assumption and assignment of certain executory contracts and unexpired leases, and (d) granting related relief; and the Court having entered the Bidding Procedures Order on July 11, 2024 [Docket No. 249]; and the Auction having been held in accordance with the Bidding Procedures on August 12-14, 2024 [Docket No. 371]; and the Debtors having filed the *Notice of Successful Bidder* [Docket No. 388] in accordance with the Bidding Procedures

Order, designating the Purchaser as the Successful Bidder for the Acquired Assets pursuant to the Zoll APA; and the Court having reviewed and considered the relief sought in the Motion, the Zoll APA, any objections to the Motion; and the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing; and all parties in interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in this Order, and due and sufficient notice of the Sale Hearing and the relief sought therein having been given under the particular circumstances of these Chapter 11 cases and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth at the Sale Hearing and in the Motion, *Declaration of John Bibb, Group Chief Executive Officer of Vyair Medical, Inc., in Support of Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 15] (the "First Day Declaration"), *Declaration of Michael Schlappig in Support of the Debtors' Motion for Entry of an Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Enter into a Stalking Horse Agreement and Provide Bid Protections, (III) Approving the Form and Manner of Notice Thereof, (IV) Scheduling an Auction and Sale Hearing, (V) Approving Procedures for the Assumption and Assignment of Contracts, (VI) Approving the Sale of the Debtors' Assets Free and Clear, and (VII) Granting Related Relief* [Docket No. 158] (the "Schlappig Declaration"), and *Declaration of Charles N. Braley in Support of the Debtors' Motion for Entry of an Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Authorizing the Debtors to Enter into a Stalking Horse Agreement*

and Provide Bid Protections, (III) Approving the Form and Manner of Notice Thereof, (IV) Scheduling an Auction and Sale Hearing, (V) Approving Procedures for the Assumption and Assignment of Contracts, (VI) Approving the Sale of the Debtors' Assets Free and Clear, and (VII) Granting Related Relief [Docket No. 157] (the "Brale Declaration" and, together with the First Day Declaration, the Schlappig Declaration, and any subsequent declarations filed in support of the Sale Transaction, the "Declarations"), and it being established that there exists just cause for the relief granted herein; and after due deliberation thereon, it is HEREBY ORDERED THAT:³

Jurisdiction and Venue

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

Statutory Predicates

B. The statutory predicates for the relief requested in the Motion are Bankruptcy Code sections 105, 363, and 365. Such relief is also warranted pursuant to Bankruptcy Rules 2002, 6003, 6004, 6006, 9006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1 and 9006-1.

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 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.

Final Order

C. This 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 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, the Court expressly finds that there is no just reason for delay in the implementation of this Order, waives any stay, and expressly directs entry of judgment as set forth herein.

**Notice of the Zoll APA, Sale Transaction,
Sale Hearing, and Bidding Procedures Order**

D. On June 9, 2024 (the “Petition Date”), the Debtors commenced these chapter 11 cases (the “Chapter 11 Cases”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate and manage their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

E. The Debtors gave due and proper notice of the proposed Sale, Auction, and Sale Hearing, as applicable, in the *Notice of Bidding Procedures, Auction, and Sale Hearing* [Docket No. 255] (the “Sale Notice”), *Notice of Extension of Certain Key Dates and Deadlines* [Docket No. 263] (the “First Extension Notice”), *Second Notice of Extension of Certain Key Dates and Deadlines* [Docket No. 311] (the “Second Extension Notice”), *Third Notice of Extension of Certain Key Dates and Deadlines* [Docket No. 353] (the “Third Extension Notice”), *Notice of Auction for the Sale of the Debtors’ Assets* [Docket No. 371] (the “Auction Notice”), and *Fourth Notice of Extension of Certain Key Dates and Deadlines* [Docket No. 394] (the “Fourth Extension Notice” and, together with the Sale Notice, First Extension Notice, Second Extension Notice, Auction Notice, and the Third Extension Notice, the “Notices”). Each of the

Notices constituted good, sufficient, and appropriate notice of the Sale under the particular circumstances and no further notice need be given with respect to the proposed Sale. As provided by the Notices, a reasonable and sufficient opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities. Other parties interested in bidding on the Acquired Assets were provided, prior to and pursuant to the Bidding Procedures Order, sufficient information to make an informed judgment on whether to bid.

F. The Debtors also gave due and proper notice of the potential assumption and assignment of each executory contract or unexpired lease available to be assumed by the Debtors and assigned to the Purchaser to each non-Debtor party under each such executory contract or unexpired lease as reflected on the *First Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* filed on July 11, 2024, as amended by the First Supplemental Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases [Docket No. ~~46256~~⁴] (as may be further amended and supplemented from time to time, the “Potential Assumption Notice”). Such notice was good, sufficient, and appropriate under the particular circumstances, and the counterparties to the Assumed Contracts (as defined below) are hereby deemed to consent to the relief granted herein unless otherwise provided in this Order.

G. As evidenced by the affidavits⁴ of service ~~[Docket No. 109]~~⁴ and certificate of publication [Docket No. 25~~4~~⁷] previously filed with the Court, and based on the Declarations and the representations of counsel at the Sale Hearing, and under the urgent circumstances of these Chapter 11 Cases, due, proper, timely, adequate and sufficient notice of the Motion, the

⁴ The affidavits of service were filed at Docket Nos. 395, 397, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 456, 457, 459, and 461.

Bidding Procedures Order, the Auction, the Sale Hearing, the assumption and assignment of the assumed contracts (the “Assumed Contracts”), the Zoll APA, this Order, and the Sale Transaction has been provided in accordance with Bankruptcy Code sections 102(1) and 363, Bankruptcy Rules 2002, 9006, 9007, 9008, and 9014, and Local Rules 2002-1 and 6004-1. The Debtors have complied with all obligations to provide notice of the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the assumption and assignment of Assumed Contracts, the Zoll APA, this Order, and the Sale Transaction as required by the Bidding Procedures Order.

H. Based on the Declarations and representations of counsel at the Sale Hearing and prior hearing(s) in these cases, time is of the essence for the Debtors, and these cases do not require a longer process than the one contemplated for the Sale Transactions. The sale timeline was appropriate under the circumstances in light of, among other things, the nature of the Debtors’ assets, their liquidity constraints, and the extensive marketing process that the Debtors have conducted to date.

I. The aforementioned notices are good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures Order, the Bid Deadline, the Auction, the Sale Hearing, the assumption and assignment of the Assumed Contracts, the Assumption and Assignment Objection Deadline, the Sale Transaction Objection Deadline, the Post-Auction Objection Deadline (each, as defined in the Bidding Procedures Order), the Zoll APA, this Order, or the Sale Transaction is or shall be required.

J. A reasonable opportunity to object or be heard regarding the relief requested in the Motion and provided in this Order was afforded to all parties in interest.

Compliance with the Bidding Procedures Order

K. As demonstrated by the evidence proffered or adduced in the Declarations and at the Sale Hearing and the representations of counsel at the Sale Hearing, the Debtors have complied in all material respects with the Bidding Procedures Order. The Debtors and their professionals have adequately and appropriately marketed the Acquired Assets in compliance with the Bidding Procedures, the Bidding Procedures Order, and in accordance with the Debtors' fiduciary duties. Based upon the record of these proceedings and the circumstances of these Chapter 11 Cases, creditors, other parties in interest, and prospective purchasers were afforded a reasonable and fair opportunity to bid for the Acquired Assets.

L. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair, and reasonable opportunity for any person to make a higher or otherwise better offer to purchase the Acquired Assets. The Debtors conducted the sale process without collusion and in accordance with the Bidding Procedures. No other entity or group of entities has presented a higher or otherwise better offer to the Debtors to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Purchaser.

M. The Bidding Procedures Order is incorporated herein by reference.

N. The Purchaser is the Successful Bidder (as defined in the Bidding Procedures), and the Purchaser's Qualified Bid is the Successful Bid (as defined in the Bidding Procedures), for the Acquired Assets in accordance with the Bidding Procedures Order. The Debtors and the Purchaser have complied in all respects with the Bidding Procedures Order and all other applicable orders of the Court in negotiating and entering into the Zoll APA and the Sale

Transaction and the Zoll APA likewise comply with the Bidding Procedures Order and all other applicable orders of the Court.

Sale is in the Best Interests of the Debtors' Estates

O. The Zoll APA, including the form and total consideration to be realized by the Debtors under the Zoll APA, (i) constitutes the highest and best offer received by the Debtors for the Acquired Assets, (ii) is fair and reasonable, and (iii) is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

P. The Debtors' determination, with the consent of the Required DIP Lenders, and in consultation with the Committee, that the consideration provided by the Purchaser under the Zoll APA constitutes the highest and best offer for the Acquired Assets is a valid and sound exercise of the Debtors' reasonable business judgment.

Q. The Sale Transaction must be approved and consummated promptly in order to preserve the viability of the Debtors' businesses as a going concern and to maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale Transaction. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the consideration received in exchange for the Acquired Assets (as further detailed in the Zoll APA), the proposed Sale Transaction constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved. The transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts, neither impermissibly restructure the rights of the Debtors' creditors nor impermissibly dictate the terms of a chapter 11 plan for the Debtors, and therefore do not constitute a *sub rosa* plan.

R. The consummation of the Sale Transaction and the assumption and assignment of the Assigned Contracts are legal, valid, and properly authorized under all applicable

provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the transaction.

Corporate Authority

S. Subject to entry of this Order, each Debtor (i) has full corporate power and authority to execute and deliver the Zoll APA and all other documents contemplated thereby, (ii) has all of the necessary corporate power and authority to consummate the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts, (iii) has taken all corporate action necessary to authorize and approve the Zoll APA and the consummation by the Debtors of the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts, and (iv) subject to entry of this Order, needs no consents or approvals, including any consents or approvals from any non-Debtor entities, other than those expressly set forth in the Zoll APA, the DIP Orders, the DIP Documents, the Bidding Procedures Order, the Bidding Procedures, the Restructuring Support Agreement, or this Order, to consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts.

T. The Zoll APA has been duly and validly executed and delivered by the Debtors and, subject to the terms of the Zoll APA, shall constitute a valid and binding obligation of the Debtors, enforceable against the Debtors in accordance with its terms.

Good Faith

U. The sales process engaged in by the Debtors and the Purchaser, including, without limitation, the Auction, which was conducted in accordance with the Bidding Procedures and the Bidding Procedures Order, and the negotiation of the Zoll APA, was at arm's length, non-collusive, in good faith, and substantively and procedurally fair to all parties in interest. None of the Debtors or the Purchaser has engaged in any conduct that would cause or permit the Zoll APA or the Sale Transaction to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n).

V. The Debtors and the Purchaser have complied, in good faith, in all respects with the Bidding Procedures Order and the Bidding Procedures. The Debtors and their respective management, board of directors, board of managers (or comparable governing authority), employees, agents, and representatives, and the Purchaser and its employees, agents, advisors, and representatives, each actively participated in the bidding process, and each acted in good faith and without collusion or fraud of any kind. The Sale of the Acquired Assets was the subject of a competitive sale and marketing process, and the Purchaser was designated the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures and the Bidding Procedures Order.

W. The Purchaser is a good faith purchaser within the meaning of Bankruptcy Code section 363(m) and is therefore entitled to the full protection of that provision in respect of the Sale Transaction, each term of the Zoll APA (and any ancillary documents executed in connection therewith) and each term of this Order, and otherwise has proceeded in good faith in all respects in connection with this proceeding. None of the Debtors or the Purchaser has engaged in any conduct that would prevent the application of Bankruptcy Code section 363(m).

The Debtors were free to deal with any other party interested in buying or selling some or all of the Acquired Assets on behalf of the Debtors' estates. The protections afforded by Bankruptcy Code section 363(m) are integral to the Sale Transaction, and the Purchaser would not consummate the Sale Transaction without such protections.

X. The form and total consideration to be realized by the Debtors under the Zoll APA constitutes fair value, fair, full, and adequate consideration, reasonably equivalent value, and reasonable market value for the Acquired Assets.

Y. Neither the Purchaser nor any of its affiliates, officers, directors, managers, shareholders, members, or any of their respective successors or assigns is an "insider" of any of the Debtors, as that term is defined under Bankruptcy Code section 101(31). No common identity of directors, managers, controlling shareholders, or members exists between the Debtors and the Purchaser.

No Fraudulent Transfer

Z. The consideration provided by the Purchaser for the Acquired Assets pursuant to the Zoll APA (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired Assets, and (iii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, and each state, territory, possession and the District of Columbia.

AA. The Zoll APA was not entered into, and none of the Debtors, including the Purchaser, or the Purchaser has entered into the Zoll APA or proposes to consummate the Sale Transaction, for the purpose of hindering, delaying or defrauding the Debtors' creditors, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory,

possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Free and Clear

BB. The transfer of the Acquired Assets to the Purchaser will be legal, valid, and effective transfers of the Acquired Assets, and will vest the Purchaser with all right, title, and interest of the Debtors to the Acquired Assets free and clear of any and all claims, causes of action, liens (including, without limitation, any statutory lien on real and personal property and any and all “liens” as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof), liabilities, interests, rights, and encumbrances, including, without limitation, the following: all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income, or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, sublicenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, offsets, contract rights, rights of setoff not taken prepetition, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, employment rights and claims, pension rights and claims, tax claims, regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, whether known or unknown, choate or inchoate, filed or

unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law, or doctrine of successor or transferee liability or theories of liability related to acting in concert or active participation with the Debtors or related theories (all of the foregoing, including, without limitation, Encumbrances and Liabilities, but excluding Assumed Liabilities (each, as defined in the Zoll APA), are collectively referred to in this Order as “Claims” and, as used in this Order, the term “Claims” includes, without limitation, any and all “claims” as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof); *provided, however*, that such transfer shall not be free and clear of any Permitted Encumbrances and Assumed Liabilities.

CC. The Debtors may transfer the Acquired Assets free and clear of all Claims, Interests, or Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities), including, without limitation, rights or claims based on any successor, mere continuation, or transferee liability, or theories of liability related to actions in concert or active participation with the Debtors, because, in each case, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)-(5) has been satisfied. Those (a) holders of Claims or Interests and (b) non-Debtor parties to the Assumed Contracts who did not object or withdrew their objections to the Motion, are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2). Those (i) holders of Claims or Interests and (ii) non-Debtor parties to the Assumed Contracts

who did object fall within one or more of the other subsections of Bankruptcy Code section 363(f).

DD. Subject to the terms set forth in this Order, the DIP Orders, the DIP Documents, the Bidding Procedures Order, the Bidding Procedures, and the Restructuring Support Agreement, including, but not limited to, the application of the proceeds of the Sale immediately upon the Closing of the Sale Transaction as further set forth herein, each of the DIP Secured Parties (as defined in the DIP Orders) has consented to the sale of the Acquired Assets to the Purchaser pursuant to the Zoll APA free and clear of any Claims, Interests, or Encumbrances (other than the Permitted Encumbrances and Assumed Liabilities) of the DIP Secured Parties against the Acquired Assets (the “DIP Liens”), and any reference herein to Claims, Interests, or Encumbrances shall include the DIP Liens.

EE. The Debtors have, to the extent necessary, satisfied the requirements of section 363(b)(1) of the Bankruptcy Code.

FF. The Purchaser would not have entered into the Zoll APA and would not consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction, (i) if the transfer of the Acquired Assets were not free and clear of all Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities), (ii) if the Purchaser would, or in the future could, be liable for or subject to any such Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities), or (iii) without the assumption and assignment of the Assumed Contracts. The Purchaser will not consummate the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction, unless the Court expressly orders that none of the Purchaser, its respective affiliates, its respective present or contemplated members or shareholders, or the Acquired

Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims, Interests, and Encumbrances.

GG. Not transferring the Acquired Assets free and clear of all Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities) would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Acquired Assets other than pursuant to a transfer that is free and clear of all Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities) of any kind or nature whatsoever would be of substantially less benefit to the Debtors' estates.

HH. Neither the Purchaser nor any of its affiliates are a mere continuation of the Debtors or their estates, there is no continuity or common identity between the Purchaser, any of its affiliates and any of the Debtors, and there is no continuity of enterprise between the Purchaser, any of its affiliates and any of the Debtors. Neither the Purchaser nor any of its affiliates are holding themselves out to the public as a continuation of any of the Debtors. Neither the Purchaser nor any of its affiliates are a successor to, or assignee or transferee of, any of the Debtors or their estates, and none of the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction amounts to a consolidation, merger, or *de facto* merger of the Purchaser or any of its affiliates with or into any of the Debtors.

II. Without limiting the generality of the foregoing, and other than as may be set forth in the Zoll APA, none of the Purchaser, its affiliates, its and their respective present or contemplated members or shareholders, or the Acquired Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims, Interests, or Encumbrances

relating to any U.S. federal, state or local income tax liabilities, that the Debtors may incur in connection with consummation of the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction or that the Debtors have otherwise incurred prior to the consummation of the transactions contemplated by the Zoll APA.

JJ. Nothing herein is intended to release or discharge the Debtors and/or the Purchaser from their respective obligations consistent with the terms of this Order, the DIP Orders, the DIP Documents, the Bidding Procedures Order, the Bidding Procedures, and the Restructuring Support Agreement, including, but not limited to the obligation of the Debtors and/or the Purchaser to remit to the DIP Lenders the proceeds of the Sale, consistent with the DIP Paydown Amount (as defined below), immediately upon the Closing of the Sale Transaction approved in this Order, as further set forth herein.

Validity of Transfer

KK. The consummation of the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction and the assumption and assignment of Assumed Contracts is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Bankruptcy Code 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 the transactions contemplated under the Zoll APA.

LL. The Acquired Assets constitute property of the Debtors' estates and good title to the Acquired Assets of the Debtors is vested in the Debtors' estates within the meaning of Bankruptcy Code section 541(a). The Debtors are the sole and lawful owners of the Acquired Assets, and no other person has any ownership right, title, or interest therein.

MM. The sale, conveyance, assignment, and transfer of any personally identifiable information pursuant to the terms of the Zoll APA and this Order complies with the terms of the Debtors' policy regarding the transfer of such personally identifiable information as of the Petition Date, and, as a result, consummation of the Sale Transaction is permitted pursuant to Bankruptcy Code section 363(b)(1)(A). Accordingly, appointment of a consumer privacy ombudsman in accordance with Bankruptcy Code sections 363(b)(1) or 332 is not required with respect to the Sale Transaction.

Compelling Circumstances for an Immediate Sale

NN. To maximize the value of the Acquired Assets and preserve the viability of the Acquired Assets, and as set forth in the Declarations due to the urgent circumstances of the Debtors, it is essential that the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction occur within the time constraints set forth in the Zoll APA. Time is of the essence in consummating the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

OO. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction prior to, and outside of, a chapter 11 plan because, among other things, the Debtors' estates will suffer irreparable harm if the relief requested in the Motion is not granted on an expedited basis and the immediate consummation of the Sale Transaction is necessary and appropriate to maximize the value of the Debtors' estates. The transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction, neither impermissibly restructures

the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for the Debtors, and therefore, do not constitute a *sub rosa* plan.

Assumption and Assignment of the Assumed Contracts

PP. Except as otherwise expressly provided in the Zoll APA or this Order, upon the Closing Date, pursuant to Bankruptcy Code sections 105(a), 363, and 365, the Debtors are authorized to (a) assume each of the Assumed Contracts and assign the Assumed Contracts, set forth in **Exhibit 2** (the "Assumed Contracts Exhibit") attached hereto, which may be subsequently modified at any time prior to the date that is two (2) business days prior to the Closing Date and upon Purchaser's delivery of written notice to the Debtors, to add or remove certain executory contracts or unexpired leases, pursuant to the terms of the Zoll APA, to the Purchaser free and clear of all Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities) and (b) execute and deliver to the Purchaser such documents or other instruments as may be reasonably requested by Purchaser to assign and transfer the Assumed Contracts to the Purchaser.

QQ. The Cure Amounts (as defined in the ~~Zoll APA~~Potential Assumption Notice) listed on the Potential Assumption Notice and Assumed Contracts Exhibit are the sole amounts necessary to be paid upon assumption of the Assumed Contracts under Bankruptcy Code sections 365(b)(1)(A) and (B) and 365(f)(2)(A). All Cure Amounts, if any, shall be satisfied by the Purchaser in accordance with the terms of the Zoll APA. Upon the satisfaction of the Cure Amounts, if any, by the Purchaser or Debtors, as applicable, the Assumed Contracts shall remain in full force and effect, and no default shall exist under the Assumed Contracts nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default. The Cure Amounts shall not be subject to further dispute or audit,

including, without limitation, any based on performance prior to the Closing Date. After the payment of the Cure Amounts by the Purchaser or Debtors, as applicable, none of the Debtors or the Purchaser shall have any further liabilities to the counterparties to the Assumed Contracts other than the Purchaser's obligations under the Assumed Contracts that accrue and become due and payable on or after the Closing Date.

RR. In the event of a continuing dispute as of, or after, the Closing Date regarding assumption and assignment, transitional use, or Cure Amount of any executory contract or unexpired lease proposed to be an Assumed Contract, the assumption and assignment of such executory contract or unexpired lease, and payment of any applicable Cure Amounts, shall be made following the entry of an order of the Court resolving any such dispute (or upon the consensual resolution of such dispute as may be agreed by the Purchaser and such counterparty and, solely with respect to disputes regarding Cure Amounts, the Debtors). For the avoidance of doubt, all rights of parties in interest with Cure Amount disputes who have filed objections at Docket Nos. 264, 301, ~~and 314~~, and 345 are expressly reserved as to such Cure Amounts. For the avoidance of doubt, if the Purchaser determines, in its sole discretion, that the cure dispute is too material, the Purchaser may delay the assignment of such contract or lease until the resolution of the ~~e~~Cure ~~a~~Amount; *provided* that, in such case, if any, the Purchaser shall be responsible for any and all costs arising as of or after the Closing Date under such contract or lease during the pendency of the dispute. Upon an election of the Purchaser to designate an executory contract or unexpired lease as an Excluded Contract (as defined in the Zoll APA), the Purchaser shall have no liability whatsoever to the counterparty to such executory contract or unexpired lease or the Debtors.

SS. Oracle America, Inc. reserves all rights as to payments and costs accruing prior to such an Excluded Contract designation.

TT. To the extent any non-Debtor counterparty to an Assumed Contract has failed to timely object to a proposed Cure Amount, such Cure Amount has been and shall be deemed to be finally determined as the Cure Amount listed on the [Potential](#) Assumption Notice and Assumed Contracts Exhibit and any such non-Debtor counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time. The non-Debtor counterparty to an Assumed Contract is forever bound by the applicable Cure Amount and, upon payment of the Cure Amounts as provided herein and, in the Zoll APA, is hereby enjoined from taking any action against Purchaser with respect to any claim for cure under the Assumed Contract.

UU. Any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect to the extent provided in the Bankruptcy Code or other applicable law.

VV. Any party that may have had the right to consent to the assignment of an Assumed Contract is deemed to have consented to such assignment, including for purposes of Bankruptcy Code sections 365(c)(1)(B) and 365(e)(2)(A)(ii) and otherwise if such party failed to timely object to the assumption and assignment of such Assumed Contract.

WW. Each Assumed Contract constitutes an executory contract or unexpired lease under the Bankruptcy Code and all requirements and conditions under Bankruptcy Code

sections 363 and 365 for the assumption by the Debtors and assignment to the Purchaser of the Assumed Contracts have been, or will be, satisfied. Upon the Purchaser's assumption of the Assumed Contracts in accordance with the terms hereof, in accordance with Bankruptcy Code sections 363 and 365, (a) the Purchaser shall be fully and irrevocably vested with all rights, title and interest of the Debtors under the Assumed Contracts, (b) the Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contracts, and (c) the Debtors shall be relieved, pursuant to Bankruptcy Code section 365(k), from any further liability under the Assumed Contracts.

XX. The Purchaser has demonstrated adequate assurance of future performance under the relevant Assumed Contracts within the meaning of Bankruptcy Code sections 365(b)(1)(C) and 365(f)(2)(B).

YY. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Debtors or the Purchaser as a result of the assumption, assignment and sale of the Assumed Contracts. Subject to the terms of the Zoll APA, the validity of the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts, shall not be affected by any dispute between any of the Debtors or their affiliates, and another party to an Assumed Contract regarding the payment of any amount. Upon assignment to the Purchaser, the Assumed Contracts shall be valid and binding, in full force and effect and enforceable by the Purchaser in accordance with their respective terms.

ZZ. Pursuant to Bankruptcy Code sections 105(a), 363, and 365, all counterparties to the Assumed Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors or the Purchaser any assignment fee, default, breach or claim of pecuniary

loss, or condition to assignment, arising under or related to the Assumed Contracts existing as of and including the Closing Date under the Zoll APA or arising by reason of the consummation of transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts.

AAA. All counterparties to the Assumed Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Debtors or the Purchaser for, any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale of the Acquired Assets.

Application of Proceeds

BBB. The schedule of the holdback of Sale proceeds, as set forth in **Exhibit 4** (the “Holdback Schedule”) attached hereto, ~~which the Debtors may modify at any time with the consent of the Required DIP Lenders,~~ is hereby approved and the Debtors are hereby authorized to take such actions as are reasonably necessary to implement and effectuate the Holdback Schedule. Upon entry of this Order, the Debtors shall use commercially reasonable efforts to outperform the Holdback Schedule in consultation with the Required DIP Lenders.

CCC. Notwithstanding anything to the contrary contained herein, in any DIP Document, or in any document related to the Sale, the Acquired Assets constitute Cash Collateral and DIP Collateral and are subject to the Adequate Protection Liens, Prepetition Liens, and DIP Liens (each as defined in the DIP Orders). All consideration and proceeds arising from the Sale shall be applied in accordance with the terms of this Order, the DIP Orders, the DIP Documents, the Prepetition First Lien Credit Agreement, the Bidding Procedures Order, the Bidding Procedures, the Restructuring Support Agreement, and the Zoll APA.

DDD. Immediately upon the Closing of the Sale Transaction, the Debtors shall utilize the cash proceeds from the Sale Transaction to (i) irrevocably and indefeasibly remit to the DIP Agent ~~cash proceeds of the Sale Transaction in~~ (as defined in the DIP Orders) an amount of up to ~~\$[●]13.75 million~~ in partial satisfaction of the DIP Superpriority Claims (as defined in the DIP Orders) on a dollar-for-dollar basis (collectively, the “DIP Paydown Amount”) ~~and~~, (ii) fund a reserve in an amount up to ~~\$[●]13.75 million~~ (the “Holdback Reserve”), consistent with the Holdback Schedule, (iii) remit the “Restructuring Fee” (as defined in the PJT Partners Engagement Letter) and the “Transaction Fee” (as defined in the Rothschild & Co Engagement Letter), including any related credits applied in accordance with the terms of the PJT Partners Engagement Letter and Rothschild & Co Engagement Letter, to the Carve Out Reserves (as defined in the DIP Orders), and (iv) satisfy all DIP/First Lien Advisor (as defined in the DIP Orders) fees that are accrued but unpaid; provided that the DIP Paydown Amount shall not include any amounts on account of the Roll-Up Loans (as defined in the DIP Orders) unless and until the Prepetition First Lien Revolving Obligations and all accrued and unpaid First Lien Adequate Protection Fees (as defined in the Final DIP Order) owing to the Prepetition First Lien Term Loan Agent as of entry of this Order have been satisfied, pursuant to the DIP Orders. The DIP Paydown Amount pursuant to this paragraph complies with the requirements of the DIP Orders and the DIP Documents and is supported by good, sufficient, and sound business reasons. For the avoidance of doubt, nothing in this Order or the Zoll APA shall affect the Prepetition First Lien Revolving Loan Obligations (as defined in the DIP Orders), including any liens, claims, or priorities related thereto, in each case solely as it relates to the proceeds of the Sale, and all rights of the Prepetition First Lien Revolving Lenders with respect to the Prepetition First Lien Revolving Loan Obligations in the DIP Orders are reserved. Funds in the Holdback

Reserve shall be available for the use by the Debtors in accordance with the Holdback Schedule.

The Holdback Schedule may be modified by the Debtors only with the prior written consent of:

(i) the Required DIP Lenders and (ii) the Prepetition First Lien Term Loan Agent (as to the Prepetition First Lien Term Loan Agent only, such consent is solely until such time as the Prepetition First Lien Revolving Loan Obligations and all accrued and unpaid First Lien Adequate Protection Fees (as defined in the Final DIP Order) owing to the Prepetition First Lien Term Loan Agent as of entry of this Order have been irrevocably and indefeasibly paid in full).

~~EEE. Notwithstanding anything to the contrary herein, in the Zoll APA, or in the DIP Orders, the amounts held in the Carve Out Reserves (as defined in the Final DIP Order) shall constitute Excluded Cash (as defined in the Zoll APA) and, following entry of this Order and this Court's order approving the sale of the Debtors' Respiratory Diagnostics Assets and upon the Closing Date of the Sale Transaction, and the closing date of the sale of the Debtors' Respiratory Diagnostics Assets, such amounts shall be transferred into an account to be maintained in trust by an escrow agent solely for the benefit of the Professional Persons (as defined in the DIP Orders) of the Debtors and the Committee (the "Case Professionals"), in each case, retained in these cases under section 327, 328 and/or 1102 of the Bankruptcy Code (the "Professional Fees Account" and, such cash, the "Professional Fees Cash") to satisfy their Professional Fees and Expenses (as defined in the DIP Orders). The DIP Agent and DIP Lenders (both as defined in the DIP Orders) shall be deemed to have satisfied their obligations with respect to the Carve Out (as defined in the DIP Orders) and the Carve Out Reserves as set forth in the DIP Orders upon such transfer. Except as set forth in this paragraph, nothing in this Order shall impair, modify, or otherwise affect the Carve Out. The Debtors are authorized, without further notice or relief from this Court, to enter into an escrow agreement which shall govern the distributions from the~~

~~Professional Fees Account (the “Escrow Agreement”), take any and all actions that are necessary or appropriate in the exercise of their business judgment to implement the terms of the Escrow Agreement, including engaging applicable escrow agents and to make or authorize the payments contemplated in connection therewith. Professional Fees Cash may be released and applied in accordance with the terms of the Escrow Agreement, upon Court order approving the payment of any fees and expenses of any Case Professionals (including pursuant to the Interim Compensation Order, any Final Fee Orders, or any order of the Court allowing professional fees and expenses on an interim basis or a final basis); provided, that, to the extent there are any unused Professional Fees Cash in the Professional Fees Account after the satisfaction of all such claims of Case Professionals, such cash shall be returned to the DIP Agent.~~

EEE. ~~FFF.~~ The Debtors are authorized and directed to distribute all consideration and proceeds arising from the Sale consistent with this Order, including, without limitation, the Holdback Reserve~~and~~, the DIP Paydown Amount, and the Carve Out Reserves, each as provided in paragraph DDD. This Order shall not in any way waive any remaining DIP ~~Claims~~Superpriority Claims or other DIP Obligations (as defined in the Final DIP Order) and Prepetition First Lien Revolving Obligations in these Chapter 11 Cases, including upon the payment of the (i) claims and amounts specified in the Holdback Schedule and/or (ii) DIP Paydown Amount from the proceeds of the Sale upon Closing of the Sale Transaction. Further, for the avoidance of doubt, nothing in the Zoll APA, or in the DIP Orders, alters, amends, or modifies the terms or priority of the Carve Out or the Carve Out Reserves (each as defined in the Final DIP Order), and each shall remain in full force and effect according to its terms. After payment of the (i) DIP Paydown Amount~~and~~, (ii) claims and amounts specified in the Holdback Schedule, and (iii) amounts to be remitted to the Carve Out Reserves, any remaining DIP

~~Claims~~ Superpriority Claims and other DIP Obligations and Prepetition First Lien Revolving Obligations (subject to the priorities set forth in the Final DIP Order) shall be the senior most claims to recover under any Debtor plan or other wind-down or similar arrangement in accordance with the priorities set forth in the Final DIP Order. All of the Debtors' remaining cash after Closing of the Sale Transaction ~~and~~, funding of the Holdback Schedule, and amounts to be remitted to the Carve Out Reserves shall be paid, as applicable, to: (i) the DIP Lenders ~~on account of the DIP Claims and the~~ for application to the New Money Loans, (ii) the Prepetition First Lien Term Loan Agent for application to the Prepetition First Lien Revolving Obligations, and (iii) the DIP Agent for application to the Roll-Up Loans and all other DIP Superpriority Claims or DIP Obligations, in accordance with the priorities set forth in the Final DIP Order, in each case subject to the Approved DIP Budget (including the Permitted Variance) and any Acceptable Plan (each as defined in the DIP Orders), as applicable. The Debtors are authorized and directed to distribute all such cash on account of any remaining DIP ~~Claims~~ Superpriority Claims, other DIP Obligations, and the Prepetition First Lien Revolving Obligations (if any); *provided* that the DIP ~~Claims~~ Superpriority Claims, other DIP Obligations, and the Prepetition First Lien Revolving Obligations remain subject to the Carve Out (as defined in the DIP Orders) ~~and the Carve Out Reserves shall be escrowed upon the Closing of the Sale Transaction as set forth in this Order~~. The Debtors further agree that, as consideration for the consent of the Required DIP Lenders related to the Sale as required under the DIP Documents, Bidding Procedures Order, and Bidding Procedures, the principal amount of the New Money Commitments (as defined in the DIP Orders) shall be reduced from \$~~45,000,000~~ 45 million to \$~~[40,000,000]~~ 40 million and, upon entry of this Order, the Escrow Agent (as defined in the DIP Orders) is authorized and directed to release \$~~[5,000,000]~~ 5 million from the Escrow Account (as

defined in the DIP Orders) to the DIP Agent for irrevocable and indefeasible repayment to the DIP Lenders; *provided, however*, notwithstanding anything to the contrary in this Order or the DIP Orders, the Debtors acknowledge and agree that any cash or other amounts in the Escrow Account are not property of the Debtors' ~~E~~states and the foregoing authority is merely provided out of an abundance of caution.

FFF. ~~GGG.~~ The legal and factual bases set forth in the Motion, and in the Declarations filed in support thereof, and presented at the Sale Hearing establish just cause for the findings made and relief granted herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Zoll APA attached hereto as **Exhibit 1** and the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, is authorized and approved.

2. Entry into and performance under, and in respect of, the consummation of the transactions contemplated, including entry into and performance under a Transition Services Agreement (as defined in the Zoll APA), thereby is authorized and approved; *provided* that the Debtors' entry into such Transition Services Agreement or any similar arrangement with the Purchaser shall be at least cost neutral or better to the Debtors' estates; *provided further* that, any costs and expenses related to such Transition Services Agreement, regardless of whether such Transition Services Agreement is at least cost neutral or better to the Debtors' estates, shall in no way affect the DIP Paydown Amount or compromise, reduce, or prime any remaining DIP Superpriority Claims or other DIP Obligations after the satisfaction of the DIP Paydown Amount

and the DIP Lenders shall not be obligated to fund any amount beyond the amount funded into the Holdback Reserve.

3. Any objections and responses to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included in such objections and responses, are overruled on the merits and denied with prejudice; *provided* that the foregoing shall not limit rights reserved pursuant to paragraphs RR, SS, 30, ~~and 31~~, 32, 33, 34, 35, and 36 hereof. All other persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief granted herein, including for purposes of Bankruptcy Code sections 363(f)(2), 365(c)(1), and 365(e)(2).

Approval of the Zoll APA

4. The Zoll APA, all ancillary documents, the transactions contemplated thereby, including, without limitation, the Sale Transaction and all the terms and conditions thereof, and the transaction steps memorandum set forth in **Exhibit 3** attached hereto (as may be supplemented, amended, or modified with the consent of the Purchaser, the “Transaction Steps Memorandum”) including with respect to setoff rights and assignments for all intercompany claims and obligations, and the assumption and assignment of the Assumed Contracts (but subject to the Purchaser’s rights with respect thereto pursuant to the Zoll APA) and all the terms and conditions thereof, the DIP Paydown Amount, and any other steps necessary to effectuate the Sale Transaction, are approved. The failure specifically to include any particular provision of the Zoll APA in this Order shall not diminish or impair the effectiveness of such provision, and the Court orders that the Zoll APA be authorized and approved in its entirety.

5. The Debtors and their respective officers, employees, and agents are authorized and directed to take any and all actions necessary, appropriate, or requested by the Purchaser to

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perform, consummate, implement, and close the Sale Transaction and the DIP Paydown Amount, including, without limitation, (a) the sale to the Purchaser of all Acquired Assets, in accordance with the terms and conditions set forth in the Zoll APA and this Order, (b) executing, acknowledging, and delivering such deeds, assignments, conveyances, and other assurance, documents, and instruments of transfer, and (c) taking any action for purposes of assigning, transferring, granting, conveying, and confirming to the Purchaser, or reducing to possession, the Acquired Assets, and (d) any and all other steps included in the Transaction Steps Memorandum, all without further order of the Court. The Debtors are further authorized to pay, without further order of the Court, whether before, at, or after the Closing Date, any expenses or costs, if any, that are required to be paid by the Debtors under the Zoll APA, this Order, the DIP Orders, the DIP Documents, the Bidding Procedures Order, the Bidding Procedures, and the Restructuring Support Agreement in order to consummate the Sale Transaction or perform their obligations under the Zoll APA, including, for the avoidance of doubt, payment of the DIP Paydown Amount immediately, irrevocably, and indefeasibly upon Closing of the Sale Transaction.

6. All persons and entities, including, without limitation, the Debtors, the Debtors' estates, all debt security holders, equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trustees, former employees, trade creditors, and any other creditors (or agent of any of the foregoing) who may or do hold Claims, Interests, or Encumbrances (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated) against the Debtors or the Acquired Assets, arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the operation or ownership of the Acquired Assets by the Debtors prior to the Closing Date, or the Sale Transaction, are hereby

prohibited, forever barred, estopped, and permanently enjoined from asserting or pursuing such Claims against the Purchaser, its affiliates, successors, assigns, its property or the Acquired Assets, including, without limitation, taking any of the following actions with respect to any Claims, Interests, or Encumbrances: (a) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against the Purchaser, its affiliates, successors, assigns, assets (including the Acquired Assets), and/or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser, its affiliates, successors, assigns, assets (including the Acquired Assets), and/or properties; (c) creating, perfecting, or enforcing any Claim against the Purchaser, its affiliates, any of their respective successors, assigns, assets (including the Acquired Assets), and/or properties; (d) asserting a Claim as a setoff that was not taken prepetition, or right of subrogation of any kind against any obligation due against the Purchaser, its affiliates, or any of their respective successors or assigns; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order, the Zoll APA, or the agreements or actions contemplated or taken in respect thereof, including the Debtors' ability to transfer the Acquired Assets to the Purchaser in accordance with the terms of this Order and the Zoll APA. No such Person shall assert or pursue against the Purchaser or its affiliates, successors or assigns any such Claim.

7. The sale of the Acquired Assets to the Purchaser under the Zoll APA constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of all applicable jurisdictions, including, without limitation, the laws of each jurisdiction in which the Acquired Assets are located, and the sale of the Acquired Assets to the Purchaser may not be avoided under any statutory or common law fraudulent conveyance and fraudulent transfer

theories whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Good Faith Sale

8. The Zoll APA has been negotiated and executed, and the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts, are and have been undertaken, by Debtors and their respective representatives without collusion and in “good faith,” as that term is defined in Bankruptcy Code section 363(m). Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction or any term of the Zoll APA and shall not permit the unwinding of the Sale Transaction, including the DIP Paydown Amount. The Purchaser is a good faith purchaser within the meaning of Bankruptcy Code section 363(m) and, as such, is entitled to the full protections of Bankruptcy Code section 363(m).

9. None of the Debtors or the Purchaser has engaged in any conduct that would cause or permit the Zoll APA or the transactions contemplated thereby, including, without limitation, the Sale Transaction and the assumption and assignment of the Assumed Contracts, to be avoided or costs or damages to be imposed, under Bankruptcy Code section 363(n). The consideration provided by the Purchaser for the Acquired Assets under the Zoll APA is fair and reasonable, and the Sale Transaction may not be avoided under Bankruptcy Code section 363(n).

Transfer of the Acquired Assets Free and Clear

10. Pursuant to Bankruptcy Code sections 105(a) and 363(f), the Acquired Assets shall be sold free and clear of all Claims, Interests, or Encumbrances, with all such Claims,

Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities), including, for the avoidance of doubt, any outstanding prepetition and postpetition liens and encumbrances securing the DIP Obligations, the Prepetition Obligations and any Adequate Protection Superpriority Claims, to attach to the proceeds of the Sale Transaction to be received by the Debtors with the same validity, force, priority, and effect, which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto; *provided, however*, that the proceeds of the Sale Transaction shall be applied to satisfy the DIP Paydown Amount immediately, irrevocably, and indefeasibly upon the Closing of the Sale Transaction in accordance with this Order.

11. At Closing, all of the Debtors' right, title, and interest in and to, and possession of, the Acquired Assets shall be immediately vested in the Purchaser pursuant to Bankruptcy Code sections 105(a), 363(b), and 363(f) free and clear of any and all Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities). Such transfer of Acquired Assets shall constitute a legal, valid, binding, and effective transfer of, and shall vest the Purchaser with good and marketable title to, the Acquired Assets. All persons or entities, presently or 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 or its designees on the Closing Date or at such time thereafter as the Purchaser may request.

12. This Order is and shall be binding upon and 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, registrars of patents, trademarks, domain names or other intellectual property, governmental entities, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons

and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments; and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the Zoll APA. The Acquired Assets are sold free and clear of any reclamation rights.

13. Except as otherwise expressly provided in the Zoll APA or this Order, all persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, affiliates, foreign, federal, state and local governmental, tax and regulatory authorities, governmental entities, lenders, secured parties, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding Claims, Interests, or Encumbrances against the Debtors or the Acquired Assets arising under or out of, in connection with, or in any way relating to, the Debtors, their estates, the Debtors' predecessors or affiliates, the Acquired Assets, the ownership, sale, use, possession, or operation of the Acquired Assets prior to Closing or, if later, the transfer of the Acquired Assets to the Purchaser, are hereby forever barred, estopped, and permanently enjoined from asserting or prosecuting any cause of action or any process or other act or seeking to collect, offset, or recover on account of any Claims, Interests, or Encumbrances against the Purchaser, its predecessors, successors or assigns, its property, or the Acquired Assets, other than Permitted Encumbrances and Assumed Liabilities. Following the Closing, except as expressly provided in the Zoll APA or this Order, no holder of any Claim shall interfere with the Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to any such Claim or based on any action or omission of the Debtors, including any action or omission the Debtors may take in the Chapter 11 Cases.

14. The Debtors are authorized and directed to execute such documents as may be necessary to release any Claims, Interests, or Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) of any kind against the Acquired Assets as such Claims, Interests, or Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, *lis pendens*, or other documents or agreements evidencing Claims, Interests, or Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) against or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing of the Sale Transaction, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims, Interests, or Encumbrances that the person or entity has with respect to the Acquired Assets, (a) the Debtors are 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, (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all such Claims, Interests, or Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) against the Purchaser and the applicable Acquired Assets, (c) the holders of any Claims, Interests, or Encumbrances are authorized and directed, if requested by Debtors or Purchaser, to execute such documents and take all other actions as may be necessary to terminate, discharge, or release their Claims, Interests, or Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) in the Acquired Assets, and (d) the Purchaser may seek in the Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all such Claims, Interests, or Encumbrances (other than Permitted

Encumbrances and Assumed Liabilities) with respect to the Acquired Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department or office, and such agencies, departments, and offices are authorized to accept this Order for filing or recording. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Acquired Assets free and clear of Claims, Interests, and Encumbrances (other than any Permitted Encumbrances and Assumed Liabilities) shall be self-executing, and none of the Debtors or the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

15. To the maximum extent permitted under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Acquired Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser with respect to the Acquired Assets as of the Closing Date.

16. If, after the Closing Date, any licensee of any of the Acquired Assets (including pursuant to any contract that may have been previously rejected by the Debtors) is required, by agreement, contract or applicable law, to make royalty or similar payments to the Debtors arising after the Closing Date on account of any Acquired Asset, such licensee shall instead make any such payments to the Purchaser directly.

17. No governmental unit (as defined in Bankruptcy Code section 101(27)) or any representative thereof may deny, revoke, suspend, or refuse to renew any permit, license, or

similar grant relating to the operation of the Acquired Assets on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Sale Transaction to the extent that any such action by a governmental unit or any representative thereof would violate Bankruptcy Code section 525.

No Successor or Transferee Liability

18. Upon the Closing Date, except as provided in the Zoll APA, the entry of this Order and approval of the Zoll APA shall mean that neither the Purchaser nor its affiliates, successors, or assigns, as a result of any action taken in connection with the Zoll APA, the consummation of the transactions contemplated by the Zoll APA, including, without limitation, the Sale Transaction, or the transfer or operation of the Acquired Assets, shall not be, nor be deemed to: (a) be a legal successor or successor employer to the Debtors (including with respect to any health or benefit plans), or otherwise be deemed a successor to the Debtors, and shall instead be, and be deemed to be, a new employer with respect to all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws; (b) have, *de facto*, or otherwise, merged or consolidated with or into the Debtors; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors or otherwise be deemed to be acting in concert or active participation with the Debtors, including, in the case of each of (a)-(c), without limitation, (x) within the meaning of any foreign, federal, state or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), the WARN Act (29 U.S.C. §§ 2101 et seq.) (“WARN”), Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and

Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, et seq. (the “NLRA”) or (y) in respect of (i) any environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to the Closing Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, (ii) any liabilities, penalties, costs, debts or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), (iii) any products liability law or doctrine with respect to the Debtors’ liability under such law, rule, or regulation or doctrine, (iv) any consumer protection law or doctrine with respect to the Debtors’ liability under such law, rule, or regulation or doctrine, or (v) any state or local escheat or similar laws.

19. Without limiting the generality of the foregoing, and except for the Assumed Liabilities and, as otherwise provided in the Zoll APA and this Order, neither the Purchaser nor any of its affiliates, successors, or assigns shall have any responsibility for (a) any liability or other obligation of the Debtors or related to the Acquired Assets or (b) any Claims, Interests, or Encumbrances against the Debtors or any of their predecessors or affiliates. By virtue of the Purchaser’s purchase of the Acquired Assets, neither the Purchaser nor any of its affiliates shall have any liability whatsoever with respect to the Debtors’ (or their predecessors’ or affiliates’) respective businesses or operations or any of the Debtors’ (or their predecessors’ or affiliates’) obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or any theory based on acting in concert or active participation with the Debtors, or based upon any theory of antitrust, environmental (including, but not limited

to CERCLA), successor or transferee liability, *de facto* merger or substantial continuity, labor and employment (including, but not limited to, WARN), consumer protection law, or products liability law, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of the Debtors' employment agreements or health or benefit plans, any settlement or injunction or any liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing (collectively, with the potential claims set forth in paragraph 18 above, "Successor or Transferee Liability"). The Purchaser would not have acquired the Acquired Assets but for the foregoing protections against potential claims based upon Successor or Transferee Liability.

20. None of the Purchaser nor its affiliates, successors, assigns, equity holders, employees, or professionals shall have or incur any liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors or assigns, arising out of the negotiation, investigation, preparation, execution, delivery of the Zoll APA and the entry into and consummation of the sale of the Acquired Assets, except as expressly provided in the Zoll APA and this Order.

21. Nothing in this Order or the Zoll APA shall require the Purchaser or any of its affiliates to: (a) continue or maintain in effect, or assume any liability in respect of any employee, former employee, collective bargaining agreement, pension, welfare, fringe benefit, or any other benefit plan, trust arrangement, or other agreements to which the Debtors are a party or have any responsibility therefor including, without limitation, medical, welfare, and pension benefits payable after retirement or other termination of employment; or (b) assume any

responsibility as a fiduciary, plan sponsor or otherwise, for making any contribution to, or in respect of the funding, investment, or administration of any employee benefit plan, arrangement, or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement, or agreement.

22. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions with the Debtors that are approved by this Order, including, without limitation, the Zoll APA and the Sale Transaction.

Failure to Specify Provisions

23. The failure specifically to include any particular provisions of the Zoll APA in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Zoll APA be authorized and approved in its entirety; *provided, however*, that this Order shall govern if there is any inconsistency between the Zoll APA (including all ancillary documents executed in connection therewith) and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Order shall control.

Non-Material Modifications

24. The Zoll APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates or the DIP Lenders.

Related Relief

25. Each and every federal, state and governmental entity, agency or department, and any other person or entity, is hereby authorized to accept any and all documents and instruments in connection with or necessary to consummate the Sale Transaction and all other transactions contemplated by the Zoll APA. For the avoidance of doubt, Bankruptcy Code section 1146(a) shall not apply to the Sale Transaction.

26. Neither Purchaser nor any Person claiming by, through or on behalf of Purchaser (including but not limited to by operation of law, sale, assignment, conveyance or otherwise) shall pursue, prosecute, litigate, institute, or commence an action based on, assert, sell, convey, assign, or file any claim that relates to the Avoidance Actions (as defined in the DIP Orders).

27. No governmental unit may revoke or suspend any right, license, copyright, patent, trademark, or other permission relating to the use of the Acquired Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the sale of the Acquired Assets.

28. To the extent this Order is inconsistent with any prior order or pleading filed in these Chapter 11 Cases related to the Motion, the terms of this Order shall govern. To the extent there is any inconsistency between the terms of this Order and the terms of the Zoll APA, the terms of this Order shall govern. Nothing contained in any plan of liquidation or reorganization, or order of any type or kind entered in these Chapter 11 Cases, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Order, will conflict with or derogate from the terms of this Order or the Zoll APA.

29. This Order and the Zoll APA shall be binding in all respects upon all prepetition and postpetition creditors of the Debtors, all interest holders of the Debtors, any Court appointed

committee (including the Committee), all successors and assigns of the Debtors and their affiliates and subsidiaries, and any trustees, examiners, “responsible persons,” or other fiduciaries appointed in these Chapter 11 Cases or upon a conversion of any of the Debtors’ cases to a case under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee, and upon closing the Zoll APA and Sale Transaction shall not be subject to rejection or avoidance under any circumstances by any party. For the avoidance of doubt, the Debtors’ inability to satisfy in full all administrative expense claims of the Debtors’ estates shall not be a basis for termination, rejection, or avoidance (as applicable) of the Zoll APA or the Sale Transaction.

30. Notwithstanding anything to the contrary in this Order or any notice related thereto, unless Cigna Health and Life Insurance Company, Cigna Behavioral Health, Inc., the Debtors agree otherwise, the Employee Benefits Agreements (as defined in the *Objection of Cigna to First Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 301]) shall not be assumed and assigned to the Purchaser as part of the Sale.

31. Notwithstanding anything to the contrary in this ~~Sale~~ Order, the Bidding Procedures Order, the Assumption and Assignment Procedures, any Potentially Assumed and Assigned Contracts Notice, any asset purchase agreement or any document related to any of the foregoing: (a) nothing shall permit or otherwise effect a sale, an assignment or any other transfer at this time of (i) any insurance policies that have been issued by ACE American Insurance Company, Illinois Union Insurance Company, Westchester Surplus Lines Insurance Company, Westchester Fire Insurance Company, Indemnity Insurance Company of North America, Federal Insurance Company, Chubb National Insurance Company, Vigilant Insurance Company and each of their respective U.S.-based affiliates and predecessors (collectively, the “Chubb Companies”)

to or that provide coverage to any of the Debtors (or their predecessors) and all agreements, documents or instruments relating thereto (collectively the “Chubb Insurance Contracts”), and/or (ii) any rights, proceeds, benefits, claims, rights to payments and/or recoveries under such Chubb Insurance Contracts, unless and until a further order is entered by this Court, at a subsequent hearing, or as submitted under certification of counsel by agreement of the Debtors, the Successful Bidder and the Chubb Companies, with the rights of the parties fully preserved pending entry of such further order; (b) such further order, without further notice and which may be immediately effective, may provide, among other things, that (i) subject to the execution of an assumption agreement by the Debtors, the Successful Bidder and the Chubb Companies, in form and substance satisfactory to each of the parties (the “Chubb Assumption Agreement”), the Debtors are authorized to assume and assign the Chubb Insurance Contracts to the Successful Bidder, and the Successful Bidder shall assume and shall be liable for any and all now existing or hereinafter arising obligations, liabilities, terms, provisions and covenants of any of the Debtors under the Chubb Insurance Contracts; (ii) the Debtors are authorized to enter into the Chubb Assumption Agreement and grant a release to the Chubb Companies in relation to the Chubb Insurance Contracts; and/or (iii) such other and further relief as may be requested by the Chubb Companies, the Debtors and/or the Successful Bidder; and (c) unless and until the Chubb Assumption Agreement is entered into and effective (and, thereafter, subject in all respects to the terms thereof) (i) nothing shall alter, modify or otherwise amend the terms or conditions of the Chubb Insurance Contracts, and (ii) for the avoidance of doubt, the Successful Bidder is not, and shall not be deemed to be, an insured under any of the Chubb Insurance Contracts; *provided, however,* that to the extent any claim with respect to the Assets arises that is covered by the Chubb Insurance Contracts, the Debtors may pursue such claim in accordance with the terms of

the Chubb Insurance Contracts, and, if applicable, turn over to the Successful Bidder any such insurance proceeds (each, a “Proceed Turnover”), *provided, further, however*, that the Chubb Companies shall not have any duty to effectuate a Proceed Turnover or liability related to a Proceed Turnover.

32. The Sale Transaction and all related transactions authorized by this Order shall exclude property constituting “Transferred Assets” as defined in that certain Stock and Asset Purchase Agreement by and between Vyair Holding Company and SunMed Group Holdings, LLC d/b/a AirLife (“AirLife”) dated as of March 27, 2023, as amended (the “AirLife Assets”), and the AirLife Assets shall not constitute Acquired Assets under the Zoll APA and Sale Transaction. Following the Closing Date, to the extent that any right, title or interest to any asset, property or right held by Purchaser or any of its affiliates following the Closing Date is determined to be an AirLife Asset, Purchaser shall, and shall cause its applicable affiliates to assign, convey or as promptly as practicable (and in any event within five (5) business days) transfer any such AirLife Asset to AirLife (or an affiliate of AirLife as AirLife may specify) pursuant to an instrument of transfer reasonably satisfactory to AirLife.

33. Nothing in this Order, the Zoll APA, or any document, agreement, or instrument contemplated by any of the foregoing shall: (a) be construed to authorize or permit (i) the assumption and/or assignment of any surety bond issued by Hartford Fire Insurance Company and its affiliates (the “Surety”) on behalf of the Debtors (collectively, the “Surety Bonds” and, each individually, a “Surety Bond”), (ii) the assumption and/or assignment of any indemnity agreements executed by one or more of the Debtors pursuant to which the Surety Bonds were issued (the “Indemnity Agreements” and, each individually, an “Indemnity Agreement”), or (iii) obligate the Surety to replace any Surety Bond and/or issue any new surety bond on behalf of the

Purchaser; or (b) be deemed to provide a Surety's consent to the involuntary substitution of any principal under any Surety Bond and/or any Indemnity Agreement, including, for the avoidance of doubt, that the Purchaser shall not be a substitute principal under any Surety Bond or any Indemnity Agreement absent a Surety's consent thereto or further order of the Court. Additionally, nothing in this Order, the Zoll APA, or any other document, agreement, or instrument contemplated by any of the foregoing shall be deemed to alter, limit, modify, release, waive, or prejudice any rights, remedies, and/or defenses that the Surety has or may have under the Surety Bonds or Indemnity Agreements. In addition, the Purchaser shall not directly or indirectly obtain the benefit of the Surety Bonds absent the Surety's consent or an agreement between the Purchaser and the Surety satisfactory to the Surety: (a) post-closing; (b) under any transition agreement; and/or (c) pursuant to section 1.5(f)(ii) of the Zoll APA. Any sale of claims against the Surety and/or its Surety Bond beneficiaries shall be sold subject to setoff and/or recoupment rights of the Surety and/or its Surety Bond beneficiaries. Notwithstanding any other provision in the Zoll APA, if a claim or claims is or are asserted against any of the Surety Bonds, then the Surety shall be granted access to, and may make copies of, any books and records that may be held by the Debtors or the Purchaser relating to any such claim. The Surety shall be given sixty (60) days' prior written notice of any proposed destruction of such books and records.

34. Notwithstanding anything to the contrary in this Order, the completed rotor assembly that is currently in the possession of Fischer USA, Inc. (the "Fischer-Retained Equipment") shall be excluded from the assets purchased by the Purchaser. Purchaser may purchase the Fischer-Retained Equipment either through assumption and assignment of the applicable Fischer USA, Inc. purchase order and payment to Fischer USA, Inc. of the Cure

Amount of \$114,708.19 or, absent assumption and assignment of the applicable purchase orders, upon direct payment to Fischer USA, Inc. in an amount to be agreed upon between Fischer USA, Inc. and the Purchaser without further order of the Court. Relief from the automatic stay imposed by 11 U.S.C. § 362(a) is hereby granted to permit Fischer USA, Inc. to take actions consistent with this paragraph. The Purchaser will not be required to make any further payments to the Debtors on account of the Fischer-Retained Equipment, with all such payments going instead to Fischer USA, Inc. in the event that Purchaser elects to purchase the Fischer-Retained Equipment. Fischer USA, Inc. expressly reserves and preserves its right to assert and claims that it may have against the Debtors and their estates, and the Debtors expressly reserve and preserve their rights to object to any such asserted claims.

35. For the avoidance of doubt, Kuehne + Nagel Inc. (“Kuehne + Nagel”) has asserted a possessory lien over certain goods held by Kuehne + Nagel, as disclosed in Kuehne + Nagel’s limited objection and reservation of rights [Docket No. 133]. The Debtors’ and the Reorganized Debtors’ rights to dispute any such possessory lien (to the extent such possessory lien exists) are expressly preserved and reserved. Nothing in this Order or the Zoll APA shall be deemed a finding or determination as to whether any such possessory lien (if any) exists; provided that any determination with respect to the foregoing shall be made by the Court and all parties’ rights are preserved and reserved with respect to such findings or determinations; provided, further, that the closing on any sale as to such goods shall not be deemed to impact Kuehne + Nagel’s asserted lien rights (if any), including through doctrines such as equitable mootness. In addition, all rights of Kuehne + Nagel, the Debtors, the Reorganized Debtors, or the Purchaser with its Cure Amount objection [Docket No. 318] are expressly reserved as to such Cure Amount.

36. For the avoidance of doubt and notwithstanding any provision of this Order to the contrary, the Debtors shall continue to timely perform all of their postpetition obligations under their Office Lease with Dell-Mettawa, LLC through the date the Office Lease is assumed and assigned or rejected even though such obligations are not included in the Cure Amount for the Office Lease; *provided* that the Debtors rights are preserved and reserved to dispute that any such amounts are due or owing.

37. ~~33.~~ This Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Zoll APA, including the DIP Paydown Amount, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction, including any and all disputes with any counterparty to any executory contract or unexpired lease of the Debtors (including, without limitation, disputes with respect to assumption and assignment of any Assumed Contracts or any cure disputes) and any party that has, or asserts, possession, control or other rights in respect of any of the Acquired Assets; *provided, however*, that, in the event the Court abstains from exercising or declines to exercise such jurisdiction with respect to the Zoll APA, the Bidding Procedures Order, or this Order, 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. This Court retains exclusive jurisdiction to compel delivery of the Acquired Assets, to protect the Debtors and their assets, including the Acquired Assets, against any Claims, Interests, or Encumbrances and Successor or Transferee Liability and to enter orders, as appropriate, pursuant

to Bankruptcy Code sections 105(a) or 363 (or other applicable provisions) necessary to transfer the Acquired Assets to the Purchaser.

38. ~~34.~~ This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

39. ~~35.~~ Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in closing the Sale Transaction, and the Debtors and the Purchaser intend to close the Sale Transaction as soon as practicable.

40. ~~36.~~ The Purchaser shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362, to give any notice permitted by the Zoll APA or to enforce any of its remedies under the Zoll APA or any other sale-related document. The automatic stay imposed by Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence; *provided, however*, that the Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

41. ~~37.~~ The provisions of this Order are non-severable and mutually dependent.

42. ~~38.~~ All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Exhibit 1

Zoll Asset Purchase Agreement

[~~To Be Filed Separately~~ [at Docket No. 388](#)]

Exhibit 2

Assumed Contracts Exhibit

[To Be Filed Separately]

Exhibit 3

Transaction Steps Memorandum

~~*[To Be Filed Separately]*~~

Exhibit 4

Holdback Schedule

~~*[To Be Filed Separately]*~~