

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

RECEIVED
July 28, 2025
Data Center
Missouri Public
Service Commission

In re: § Chapter 11
EVERSTREAM SOLUTIONS LLC, et al., § Case No. 25-90144 (CML)
§ (Jointly Administered)
Debtors.¹ § Re: Docket Nos. 57 & 216

NOTICE OF FILING PROPOSED ORDER (A) APPROVING SALE OF DEBTORS' ASSETS, (B) APPROVING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that on May 28, 2025, Everstream Solutions LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors")² in the above-captioned chapter 11 cases filed the *Motion of Debtors for Order (I) Approving (A) Bidding Procedures, (B) Designation of Stalking Horse Bidder and Stalking Horse Bid Protections, (C) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (D) Assumption and Assignment Procedures, (II) Scheduling Auction and Sale Hearing, and (III) Granting Related Relief* (Docket No. 57) (the "Bidding Procedures Motion").

PLEASE TAKE FURTHER NOTICE that on June 24, 2025, the Court entered the *Order Establishing Bidding Procedures Relating to Sale of Debtors' Assets* (Docket No. 216) (the "Bidding Procedures Order"), whereby the Court approved the bidding procedures (the "Bidding Procedures"), scheduled a hearing to consider approval of the Sale Transaction for August 1, 2025, at 1:00 p.m. (prevailing Central Time), and approved the form and manner of notice for the Sale Hearing (the "Sale Notice"), among other things.

PLEASE TAKE FURTHER NOTICE that the Debtors, in accordance with the Bidding Procedures, (i) filed and served the Sale Notice on the Sale Notice Parties (as defined in the Bidding Procedures Motion) and all known creditors and other interested parties on June 25, 2025 and July 8, 2025, see *Certificates of Service* (Docket Nos. 222, 282), and (ii) caused the Sale Notice to be published in the national edition of the *New York Times* on June 30, 2025, see *Affidavit*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Midwest Fiber Holdings LP (3804); Midwest Fiber Acquisition Topco LLC (N/A); Midwest Fiber Acquisition Midco1 LLC (6061); Midwest Fiber Acquisition LLC (N/A); Everstream Solutions LLC (2361); Everstream Networks LLC (4542); Everstream GLC Holding Company LLC (4493); American Fiber Comm L.L.C. (2389); HRS Internet, LLC (5042); Lynx Network Group, Inc. (6261); 15955 State Street LLC (2731); Rocket Fiber LLC (7722); Lynx Fiber One, LLC (7151); and Lynx Fiber Two, LLC (3416). The Debtors' mailing address is 1228 Euclid Ave. Suite 250, Cleveland, OH 44115.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures or the Bidding Procedures Order (each, as defined herein), as applicable.

of Publication of the New York Times Regarding the Notice of Sale, Bidding Procedures, Auction, and Sale Hearing (Docket No. 226).

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order, the Debtors will seek entry of an order (i) approving the Sale Transaction free and clear of all liens, claims, encumbrances, and other interests, (ii) approving the assumption and assignment of certain contracts and unexpired leases, and (iii) granting related relief, a proposed form of which is attached hereto as **Exhibit A**, at the Sale Hearing before the Court.

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Additional Information

Copies of the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Stretto, Inc., located at <https://cases.stretto.com/everstream>.

Dated: July 24, 2025
Houston, Texas

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*Attorneys for Debtors
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Certificate of Service

I hereby certify that on July 24, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Clifford W. Carlson

Clifford W. Carlson

Exhibit A

Proposed Sale Order

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

In re:	§	
	§	Chapter 11
EVERSTREAM SOLUTIONS LLC, et al.,	§	Case No. 25-90144 (CML)
	§	
Debtors.¹	§	(Jointly Administered)
	§	

**ORDER (A) APPROVING SALE OF DEBTORS' ASSETS,
(B) APPROVING ASSUMPTION, ASSIGNMENT, AND SALE OF CERTAIN
CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF**

Upon the Motion² of Everstream Solutions LLC and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), seeking entry of an order pursuant to sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9008, and section N of the Procedures for Complex Cases in the Southern District of Texas (the “**Complex Case Procedures**”) (i) authorizing the sale (the “**Sale Transaction**”) of all or substantially all of the Debtors’ assets other than the IL Divested Business Assets, the MO Divested Business Assets, and all assets used

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Midwest Fiber Holdings LP (3804); Midwest Fiber Acquisition Topco LLC (N/A); Midwest Fiber Acquisition Midco1 LLC (6061); Midwest Fiber Acquisition LLC (N/A); Everstream Solutions LLC (2361); Everstream Networks LLC (4542); Everstream GLC Holding Company LLC (4493); American Fiber Comm L.L.C. (2389); HRS Internet, LLC (5042); Lynx Network Group, Inc. (6261); 15955 State Street LLC (2731); Rocket Fiber LLC (7722); Lynx Fiber One, LLC (7151); and Lynx Fiber Two, LLC (3416). The Debtors’ mailing address is 1228 Euclid Ave. Suite 250, Cleveland, OH 44115.

² As used herein, “**Motion**” means, collectively, the *Motion of Debtors for Order (I) Approving (A) Bidding Procedures, (B) Designation of Stalking Horse Bidder and Stalking Horse Bid Protections, (C) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (D) Assumption and Assignment Procedures, (II) Scheduling Auction and Sale Hearing, and (III) Granting Related Relief*, dated May 28, 2025 (Docket No. 57), that certain *Notice of Sale, Bidding Procedures, Auction, and Sale Hearing* (Docket No. 220) (the “**Sale Notice**”), and that certain *Supplement in Support of Sale Transaction* filed concurrently herewith. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, as applicable.

exclusively in connection with the PA Business (as applicable, the “Assets”),³ pursuant to, in the event the Sale Transaction is consummated with the Successful Bidder (as defined in the Bidding Procedures (as defined herein)), the terms of that certain *Asset Purchase Agreement*, dated as of July [24], 2025 and attached as Exhibit 1 to the Successful Bid APA Notice,⁴ or, solely to the extent the Sale Transaction is consummated with the Back-Up Bidder (as defined in the Bidding Procedures), the terms of that certain *Asset Purchase Agreement*, dated as of July [24], 2025 and attached as Exhibit 1 to the Back-Up Bid APA Notice⁵ (as applicable, together with the exhibits, schedules, and annexes thereto, as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “**WholeCo APA**”), by and among Midwest Fiber Holdings LP and, in the event the Sale Transaction is consummated with the Successful Bidder, Bluebird MidWest, LLC, an indirect subsidiary of Bluebird Network, LLC, a regional internet and data service provider and data center operator and, solely for the limited purposes set forth therein, MIP IV MidWest Fiber Parent, LLC, or, solely to the extent the Sale Transaction is consummated with the Back-Up Bidder, Metro Everstream Bidco, LLC (as applicable, the “**Buyer**”), free and clear of all liens, claims, and encumbrances, except for certain obligations assumed by the Buyer and permitted encumbrances, in each case as specifically set forth in the WholeCo APA, (ii) authorizing the assumption and assignment of certain executory contracts and unexpired leases (the “**Transferred Contracts**”) in connection with the Sale Transaction, and (iii) granting related relief, all as more fully set forth in the Motion; and this Court having

³ As used herein, the term “Assets” shall include assets used exclusively in connection with the PA Business to the extent the Sale Transaction is consummated with the Back-Up Bidder pursuant to the Back-Up Bid.

⁴ [Notice of Filing of *Asset Purchase Agreement with Successful Bidder*] (Docket No. [●]) (the “**Successful Bid APA Notice**”).

⁵ [Notice of Filing of *Asset Purchase Agreement with Back-Up Bidder*] (Docket No. [●]) (the “**Back-Up Bid APA Notice**”).

jurisdiction and authority to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334(b); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing to consider the relief requested in the Motion (the “**Sale Hearing**”); and upon the Henry Declaration,⁶ the First Day Declaration,⁷ and the record of the Sale Hearing; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their respective estates and creditors; and this Court having entered the *Order Establishing Bidding Procedures Relating to Sale of Debtors’ Assets*, dated June 24, 2025 (Docket No. 216) (the “**Bidding Procedures Order**”) and approving the bidding procedures attached thereto as Exhibit 1 (the “**Bidding Procedures**”); and the Debtors having solicited bids in accordance with the Bidding Procedures; and the auction for the sale of all or substantially all of the Debtors’ assets (the “**Auction**”) having been held in accordance with the Bidding Procedures Order; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

⁶ *Declaration of James Henry in Support of Motion of Debtors for Order (I) Approving (A) Bidding Procedures, (B) Designation of Stalking Horse Bidder and Stalking Horse Bid Protections, (C) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (D) Assumption and Assignment Procedures, (II) Scheduling Auction and Sale Hearing, and (III) Granting Related Relief* (Docket No. 60) and the [*Supplemental Henry Declaration in Support of the Sale Transaction* (Docket No. [●])] (the “**Henry Declaration**”).

⁷ *Declaration of Justin Schmaltz in Support of Debtors’ Chapter 11 Petitions and First Day Relief* (Docket No. 5) (the “**First Day Declaration**”).

IT HEREBY IS FOUND AND DETERMINED THAT.⁸

A. **Fed. R. Bankr. P. 7052.** 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. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing. This order (this "**Sale Order**") shall constitute the findings of fact and conclusions of law and shall take immediate effect upon entry hereof.

B. **Jurisdiction and Venue.** This Court has jurisdiction over the Motion, the Sale Transaction, and over the property of the Debtors and their respective bankruptcy estates, including the Assets and the Transferred Contracts, pursuant to 28 U.S.C. § 1334(b). The Court has authority to hear and determine the Motion, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and other legal predicates for the relief sought in the Motion and granted herein are sections 105, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9008.

C. **Final Order.** This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the WholeCo APA and Transaction

⁸ All findings of fact and conclusions of law announced by the Court at the Sale Hearing are hereby incorporated herein to the extent not inconsistent herewith.

Agreements (as defined in the WholeCo APA). In the absence of a stay pending appeal, Buyer, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may close the sale contemplated by the WholeCo APA at any time after entry of this Sale Order, subject to the provisions of the WholeCo APA, and shall not be subject to any applicable stay, including any stay provided by Bankruptcy Rules 6004(h) and 6006(d).

D. **Notice and Opportunity to Object.** As evidenced by the affidavits of service on file with the Court, due, proper, timely, adequate, and sufficient notice and a reasonable opportunity to object or be heard with respect to the Motion, the Sale Notice (as defined in the Bidding Procedures Order), the Sale Hearing, the Sale Transaction, the WholeCo APA, the Auction, the Sale Order, and the assumption and assignment of the Transferred Contracts has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, to all known interested parties, including to: (i) each of the Objection Notice Parties (as defined in the Bidding Procedures Order); (ii) all parties known by the Debtors to have expressed an interest to the Debtors in a transaction with respect to the Assets in whole or in part during the past 12 months; (iii) all parties known to the Debtors to have asserted any lien, claim, encumbrance, or other interest in the Assets (for whom identifying information and addresses are available to the Debtors); (iv) all parties to the Debtors' executory contracts and unexpired leases that may be assumed and assigned in connection with the Sale Transaction; (v) the Federal Communications Commission; (vi) the Federal Trade Commission; (vii) the National Telecommunications and Information Administration; (viii) the United States Attorney General/Antitrust Division of the Department of Justice; (ix) the United States Environmental Protection Agency; (x) the holders of the 30 largest unsecured claims against the Debtors on a consolidated basis; (xi) the Internal Revenue Service; (xii) the United States Attorney's Office for

the Southern District of Texas; (xiii) the Office of the Attorney General in each state in which the Debtors operate; (xiv) the Office of the Secretary of State in each state in which the Debtors are organized; (xv) the public utility commission in each state in which the Debtors have operations regulated by such public utility commission; and (xvi) any party that has requested notice pursuant to Bankruptcy Rule 2002. *See Certificates of Service* (Docket Nos. 63, 222, 277, 282, 291). In addition, the Debtors caused the Sale Notice to be published in the national edition of *The New York Times*. *See Certificate of Publication* (Docket No. 226). Accordingly, except as otherwise set forth herein, no other or further notice of the foregoing or this Sale Order is necessary or required. The disclosures made by the Debtors concerning the Motion, the Sale Notice, the Sale Hearing, the Sale Transaction, the WholeCo APA, the Auction, the Sale Order, and the assumption and assignment of the Transferred Contracts were complete and adequate.

E. **Marketing Process.** (i) The Debtors and their advisors engaged in a robust and extensive prepetition and postpetition marketing and sale process for the Assets (the “**Sale Process**”), (ii) the Sale Process was open and substantively and procedurally fair to all parties in interest, (iii) the Sale Process was non-collusive and provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Assets, and (iv) the Sale Process obtained the highest or otherwise best value for the Assets for the Debtors and their estates, and any other transaction would not have yielded as favorable an economic result.

F. **Auction.** The Auction began and concluded on July 22, 2025. A total of three Qualified Bidders participated in the Auction. Following the bidding, the Debtors determined the highest or otherwise best bid and designated Bluebird MidWest, LLC as the Successful Bidder, and determined the second highest or otherwise best bid and designated Metro Everstream Bidco, LLC as the Back-Up Bidder. On July 24, 2025, the Debtors filed the *Notice of Designation of*

Successful Bid and Back-Up Bid (Docket No. 294) identifying the Successful Bidder and Back-Up Bidder for the Assets in accordance with the Bidding Procedures Order. As established by the evidentiary record, the Auction was conducted in accordance with the Bidding Procedures approved by the Bidding Procedures Order, and the Debtors, the Successful Bidder, the Back-Up Bidder, and all other parties have complied with the same in all material respects.

G. **Corporate Authority.** The Debtors (i) have full corporate power and authority to execute and deliver the WholeCo APA and all other documents contemplated thereby, (ii) have all necessary power and authority to consummate the Sale Transaction, and (iii) have taken all necessary action to authorize and approve the WholeCo APA and to consummate the Sale Transaction. No consents or approvals, other than those expressly provided for in the WholeCo APA, are required for the Debtors to consummate the Sale Transaction.

H. **Business Justification.** The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of and entry into the WholeCo APA and the other agreements, documents, and instruments deliverable thereunder, pursuant to section 363(b) of the Bankruptcy Code.

I. **Highest and Otherwise Best Offer.** The consideration to be provided by the Buyer pursuant to the WholeCo APA: (i) is fair and reasonable; (ii) is the highest and otherwise best offer for the Assets; (iii) will provide a greater recovery to the Debtors' creditors than would be provided by any other available alternative; (iv) will maximize the value of the Debtors' estates; and (v) constitutes reasonably equivalent value and fair consideration for the Assets. No other person, entity, or group of entities has offered to purchase the Assets for greater economic value to the Debtors than the Buyer has. The Debtors' determination that the WholeCo APA constitutes the highest and best offer for the Assets was a valid, sound, and reasonable exercise of the Debtors'

business judgment consistent with their fiduciary duties. The terms and conditions set forth in the WholeCo APA are fair and reasonable under the circumstances. The WholeCo APA was not entered into by the Buyer or the Debtors for the purpose of, nor does it have the effect of, hindering, delaying, or defrauding any creditor of the Debtors under any applicable federal, state, or other laws.

J. **Good Faith Purchaser.** The WholeCo APA and the Sale Transaction were proposed, negotiated, and entered into by and among the Debtors and the Buyer without collusion or fraud, in good faith, and at arm's length. Specifically: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in purchasing the Assets; (ii) the Debtors and the Buyer complied in all respects with the provisions in the Bidding Procedures Order in negotiating and entering into the WholeCo APA and Transaction Agreements, and the transactions described therein comply with the Bidding Procedures Order and (iii) the Buyer agreed to subject the Stalking Horse Bid to the competitive bid procedures set forth in the Bidding Procedures Order; and (iv) all payments made by the Buyer in connection with the Sale Transaction have been disclosed in the WholeCo APA. The Buyer is a good faith purchaser within the meaning of Bankruptcy Code section 363(m) and otherwise has proceeded in good faith in all respects in connection with this proceeding, and is therefore entitled to the full protection of that provision with respect to the WholeCo APA, the Sale Transaction, each term of the WholeCo APA and Transaction Agreements, and each term of this Sale Order. The protections afforded by Bankruptcy Code section 363(m) are integral to the Sale Transaction and the Buyer would not consummate the Sale Transaction without such protections. There has been no showing that the Debtors, the Buyer, nor any of their respective affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or any of their respective representatives, attorneys,

successors, or assigns have engaged in any action or inaction that would cause or permit the WholeCo APA or the Sale Transaction to be avoided or any costs or damages to be imposed under Bankruptcy Code section 363(n). Neither the Buyer, nor any of its affiliates, members, partners, officers, directors, principals, or shareholders is an “insider” of the Debtors as that term is defined in Bankruptcy Code section 101(31). No common identity of directors, managers, controlling shareholders, or members exists between the Debtors and the Buyer.

K. **Validity of the Transfer.** As of the Closing (as defined in the WholeCo APA), the transfer of the Assets to the Buyer will be a legal, valid, and effective transfer of such Assets, and will vest Buyer with all right, title, and interest of the Debtors in and to the Assets, free and clear of all liens, claims, encumbrances, and other interests. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, sections 105(a), 363(b), 363(f), 365(f), and 365(m), and all of the applicable requirements of such sections have been satisfied in respect of the Sale Transaction.

L. **Legal, Valid, and Binding Transfer.** The WholeCo APA is a valid and binding contract between the Debtors and the Buyer and shall be enforceable pursuant to its terms. The WholeCo APA, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and any chapter 7 or chapter 11 trustee appointed in these chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

M. **Free and Clear.** The Buyer would not have entered into the WholeCo APA and would not consummate the Sale Transaction if the transfer of the Assets to the Buyer and the assumption and assignment of the Transferred Contracts to the Buyer were not free and clear of all liens, claims, encumbrances, and other interests, as provided for herein, or if the Buyer would,

or in the future could, be liable for any such claims. Subject to the provisions of this Sale Order and except as may be specifically provided in the WholeCo APA or this Sale Order, the Debtors may sell the Assets free and clear of any and all interests, including all liens, claims, and encumbrances, because, in each case, one or more of the standards set forth in sections 363(f)(1) through (f)(5) of the Bankruptcy Code have been satisfied. Each entity with an interest, including any lien, claim, or encumbrance, in the Assets to be transferred on the Closing Date (as defined in the WholeCo APA): (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale Transaction or is deemed to have consented; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such lien, claim, interest, or encumbrance; or (iii) otherwise falls within the provisions of Bankruptcy Code section 363(f). Those holders of liens, claims, encumbrances and other interests that did not object to the Motion or the Sale Transaction are deemed to have consented to the Sale Transaction and the relief provided for herein pursuant to Bankruptcy Code section 363(f)(2). Except to the extent expressly set forth in the WholeCo APA, this Sale Order is and shall be effective on the Closing Date as a determination that all liens, claims, encumbrances, and other interests of any kind or nature whatsoever existing as to the Assets prior to the Closing Date have been unconditionally released, discharged, and terminated, in each case to the fullest extent permitted by law, and that the conveyances described herein have been effected; provided that such liens, claims, encumbrances, and other interests shall attach to the proceeds of the Sale Transaction in the order of their priority, with the same validity, force, and effect which they now have against the Assets. Except to the extent expressly set forth in the WholeCo APA, the Buyer shall not be responsible for any liens, claims, encumbrances, and other interests, including any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including 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 Debtors' businesses prior to the Closing or by reason of the transactions contemplated by this Sale Order. Except to the extent expressly set forth in the WholeCo APA, upon the Closing Date, all persons having liens of any kind or nature whatsoever against the Debtors or against the Assets arising prior to the Closing Date shall be forever barred, estopped, and permanently enjoined from pursuing or asserting such liens against the Buyer or any of their respective assets, property, affiliates, successors, assigns, or the Assets.

N. **Not a Sub Rosa Plan.** The WholeCo APA and Sale Transaction do not constitute an impermissible *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The WholeCo APA and the Sale Transaction neither impermissibly restructure the rights of the Debtors' creditors nor impermissibly dictate a liquidating plan for the Debtors.

O. **No Successor, Derivative, or Similar Liability.** The Buyer (i) is not, and shall not be, considered a successor in interest to the Debtors, (ii) has not, *de facto* or otherwise, merged or consolidated with or into the Debtors, (iii) is not a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, and (iv) is not holding itself out to the public as a continuation of the Debtors. There is no continuity or common identity between the Buyer, any of its affiliates and any of the Debtors. The sale and transfer of the Assets and Transferred Contracts to the Buyer, including the assumption by the Debtors and assignment, transfer, and/or sale to the Buyer, and the Buyer's occupation and use of the Assets, will not subject the Buyer to any liability (including any successor liability) with respect to the operation of any of the Debtors' businesses before Closing or by reason of such transfer, except that, upon the Closing, the Buyer shall become liable for the applicable Assumed Liabilities (as defined in the WholeCo APA).

Buyer shall have no obligations with respect to any liabilities of the Debtors or the Debtors' estates arising out of or related to the Assets, except as expressly provided in the WholeCo APA. The Sale Transaction contemplated under the WholeCo APA does not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors and/or the Debtors' estates. The Buyer would not have acquired the Assets if it were liable for claims based upon "successor liability" theories.

P. **Cure Costs**. As evidenced by the certificates of service filed with this Court, the Debtors have served notice of the Debtors' intent to assume and assign the Transferred Contracts and of the related proposed Cure Costs (as defined in the Bidding Procedures Order) upon each non-Debtor counterparty to the Transferred Contracts (the "**Cure Notice**"). The service of the Cure Notice was proper, timely, good, sufficient, and appropriate under the circumstances and no further notice need be given with respect to the Cure Costs for the assumption and assignment of the Transferred Contracts. All non-Debtor parties to the Transferred Contracts have had a reasonable opportunity to object both to the Cure Costs listed on the Cure Notice and to the assumption and assignment of the Transferred Contracts to the Buyer, as noticed to non-Debtor parties to the Transferred Contracts with the Cure Notice, including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor party from accepting performance by, or rendering performance to, Buyer for purposes of section 365(c)(1) of the Bankruptcy Code. The deadline to file an objection to the stated Cure Costs (a "**Cure Objection**") has expired and, to the extent any such party timely filed a Cure Objection, all such Cure Objections have been resolved, withdrawn, overruled, or continued to a later hearing by agreement of the parties. To the extent any non-Debtor party to a Transferred Contract did not timely file a Cure Objection, such party shall be deemed to have consented to the

(i) assumption and assignment of the Transferred Contract and (ii) the Cure Costs listed on the Cure Notice.

Q. **Assumption and Assignment of Transferred Contracts.** The assumption and assignment of each of the Transferred Contracts is an integral element of the WholeCo APA, is in the best interests of the Debtors and their estates, and represents the reasonable exercise of the Debtors' sound business judgment. Each Transferred Contract constitutes an executory contract, unexpired personal property lease, or unexpired non-residential real property lease under section 365 of the Bankruptcy Code. No defaults exist in the Debtors' performance under the Transferred Contracts as of the date of this Sale Order other than the failure to pay the applicable Cure Costs, as may be required, or such defaults that are not required to be cured. In addition, the Buyer has provided adequate assurance of its ability to perform its obligations under each of the Transferred Contracts within the meaning of section 365 of the Bankruptcy Code. The assumption and assignment of the Transferred Contracts, subject to the conditions in the WholeCo APA, is integral to the WholeCo APA, is in the best interests of the Debtors and their estates, and represents the valid and reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Transferred Contracts (i) is necessary to sell the Assets to the Buyer, (ii) limits the losses suffered by counterparties to the Transferred Contracts, and (iii) maximizes value for all of the Debtors' stakeholders by limiting the claims against the Debtors' estates that would otherwise arise from the rejection of the Transferred Contracts. The Debtors have met all applicable requirements of section 365(b) of the Bankruptcy Code and all other requirements and conditions under the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Transferred Contracts. Therefore, the Transferred Contracts may be assumed by the Debtors and assigned to the Buyer. The assumption and assignment of

each Transferred Contract is approved notwithstanding any provisions in such Transferred Contract or other restrictions prohibiting its assignment or transfer.

R. **Prompt Consummation.** The Sale Transaction must be approved and consummated promptly in order to maximize value for the Debtors' estates. Time is of the essence in consummating the Sale Transaction. The Debtors have demonstrated compelling circumstances and good and sufficient cause for the immediate approval and consummation of the transactions contemplated by the WholeCo APA, including the Sale Transaction and the assumption and assignment of the Transferred Contracts. Accordingly, there is sufficient cause to waive the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regard to the transactions contemplated and approved by this Sale Order.

S. **Legal and Factual Bases.** The legal and factual bases set forth in the Motion and herein establish just cause for the relief granted herein.

T. **Necessity of Sale Order.** The Buyer would not consummate the transactions without all of the relief provided for in this Sale Order.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. Any objections, responses or reservations of rights filed or asserted in regard to the Sale Transaction and the relief granted herein, to the extent not resolved as set forth herein, settled, or waived as announced to the Court on the record at the Sale Hearing, are hereby overruled on the merits in their entirety.

Approval of the WholeCo APA with the Successful Bidder

2. The WholeCo APA with Bluebird MidWest, LLC, as the Successful Bidder, including all of its terms and conditions, all ancillary documents and all transactions contemplated therein, and the assumption and assignment of the Transferred Contracts, are hereby approved in all respects.

3. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors and their respective officers, employees, and agents are authorized and empowered to (i) execute, deliver, perform under, consummate, and implement the WholeCo APA and the Sale Transaction together with all additional documents as may be reasonably necessary or desirable to implement the WholeCo APA and the Sale Transaction, (ii) take any and all actions as they deem necessary, appropriate, or advisable for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyer or reducing to possession the Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the WholeCo APA and the Sale Transaction, including any and all actions reasonably requested by the Buyer that are consistent with the WholeCo APA and the Sale Transaction, and (iii) pay, without further order of this Court, whether before, at, or after the Closing Date, any expenses or costs that are required or reasonably contemplated to be paid by the Debtors to consummate the transactions contemplated by the WholeCo APA or perform their obligations under the WholeCo APA.

Designation of the Back-Up Bid and Back-Up Bidder

4. Metro Everstream Bidco, LLC is hereby approved as the Back-Up Bidder, and Metro Everstream Bidco, LLC's bid is hereby approved and authorized as the Back-Up Bid. The Back-Up Bid shall remain open in accordance with the terms of the Bidding Procedures Order. In the event that the Successful Bid with the Successful Bidder is terminated pursuant to its terms and the sale of the Assets to the Successful Bidder is not consummated, then the Back-Up Bidder will be deemed the Successful Bidder in accordance with the Bidding Procedures and all references herein to the Buyer and the WholeCo APA instead shall be to the Back-Up Bidder and the Back-Up Bid, respectively, without further order of this Court. In such case, (i) the findings and other provisions of this Sale Order shall apply to the Back-Up Bidder and the Back-Up Bid to the same

extent that they apply to the Successful Bidder and the Successful Bid and (ii) the Debtors shall file and serve the Back-Up Bid Implementation Notice (as defined in the Bidding Procedures).

Transfer of the Assets Free and Clear

5. Pursuant to sections 105(a), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing of the Sale Transaction: (i) the transfer of the Assets to the Buyer pursuant to the WholeCo APA shall constitute a legal, valid, and effective transfer of the Assets and shall vest the Buyer with all right, title, and interest in and to the Assets and (ii) the Assets shall be transferred to the Buyer free and clear of any and all interests, including all liens, claims, and encumbrances, except those specifically assumed by the Buyer pursuant to the WholeCo APA, with any such liens, claims, encumbrances, and other interests of which the Assets are sold free and clear to attach to the proceeds of the Sale Transaction, in the order of their priority, with the same validity, force, and effect they had against the Assets prior to the entry of this Sale Order, subject to any rights, claims, and defenses the Debtors, their estates, and all interested parties may possess with respect thereto; and all persons are forever prohibited and enjoined from commencing or continuing, in any manner, any action or other proceeding, whether in law or equity, against the Buyer or the Assets with respect to any such liens, claims, encumbrances, and other interests. Accordingly, the Buyer shall not have any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including 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 Debtors' businesses prior to the Closing or by reason of the transactions contemplated by this Sale Order.

6. Notwithstanding anything herein or in the WholeCo APA to the contrary, in no instance shall the Buyer have any liability for, or be deemed to have assumed, any Excluded Liability (as defined in the WholeCo APA).

7. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a legal, valid, binding, and effective, full and complete general assignment, conveyance, and transfer of the Debtors' interests in the Assets or a bill of sale transferring good and marketable title in the Assets.

8. This Sale Order is and shall be effective as a determination that all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Buyer or Permitted Liens, as defined in the WholeCo APA), attributable to any period ending on or before the Closing Date, shall be and are, without further action by any person or entity, unconditionally released, discharged, and terminated with respect to the Assets as of the Closing Date, except as may otherwise be set forth in the WholeCo APA or this Sale Order. The provisions of this Sale Order authorizing the sale and assignment of the Assets free and clear of all liens, claims, encumbrances, and other interests shall be self-executing, and notwithstanding the failure of the Debtors, the Buyer, or any other party to execute, file, or obtain releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and/or implement the provisions hereof, all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Buyer or Permitted Liens) on or against such Assets, if any, shall be deemed released, discharged, and terminated.

9. All persons (and their respective successors and assigns) including all debt security holders, equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trade creditors, and any other creditors or parties in interest who may or do hold claims against the Debtors, the Assets, and/or the Debtors' business, are hereby forever barred, estopped, and permanently enjoined from asserting or pursuing such claims against the Buyer, its current or future affiliates, successors,

assigns, its property or the Assets, including taking any of the following actions with respect to any such claims: (i) 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 Buyer, its current or future affiliates, successors, assigns, assets (including the Assets), or properties; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Buyer, its current or future affiliates, successors, assigns, assets (including the Assets), or properties; (iii) creating, perfecting, or enforcing any claim against the Buyer, its current or future affiliates, successors, assigns, assets (including the Assets), or properties; (iv) asserting a claim as a setoff or right of subrogation against any obligation due to the Buyer, its current or future affiliates, or its successors or assigns; or (v) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Sale Order or the agreements or actions contemplated or taken in respect thereof. Following the Closing, no holder of any claim shall interfere with the Buyer's (or its current or future affiliates', successors', or assigns') title to or use and enjoyment of the Assets based on or related to any such lien, claim, encumbrance or other interest or based on any action the Debtors may take in these chapter 11 cases.

10. Except as otherwise provided herein or in the WholeCo APA, on the Closing Date, the Debtors and the Debtors' creditors are authorized to execute such documents and instruments and to take all other actions as may be reasonably necessary to document and effectuate the release of their liens, claims, encumbrances, and other interests in the Assets (other than those expressly assumed by the Buyer or Permitted Liens), if any, as such liens, claims, encumbrances, and other interests, may have been recorded or may otherwise exist. If any such creditor fails to execute any such documents or instruments or take any such actions, the Buyer is authorized to execute such

documents and instruments and to take such actions on behalf of the creditor so as to document the release of such liens, claims, encumbrances, and other interests.

11. To the maximum extent permitted under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors (to the extent of the Debtors' right, title, and interest therein) with respect to the 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 Buyer with respect to the Assets as of the Closing Date.

12. No governmental unit (as defined in Bankruptcy Code section 101(27)) or any representative thereof may deny, revoke, suspend or refuse to renew any right, permit, license, copyright, patent, trademark, or other permission or similar grant relating to the operation of the Assets on account of the filing or pendency of these 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 section 525 of the Bankruptcy Code.

No Successor, Derivative, or Similar Liability

13. The Buyer and its successors and assigns shall not be deemed, as a result of any action taken in connection with the transfer of the Assets, to (i) be a successor (including a successor employer) to the Debtors or their estates, (ii) have, *de facto* or otherwise, merged or consolidated with or into the Debtors or their estates, or (iii) be an alter ego or mere continuation or substantial continuation of the Debtors or any enterprise of the Debtors, and the Buyer shall have no liability, whether successor, transferee, derivative, vicarious, or assignee liability of any kind or character, including, but not limited to, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee, or transferee liability, labor, product

liability, employment, *de facto* merger, substantial continuity, or other law, rule, or regulation, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated, including liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the sale or marketing of product or material produced in operation of the Assets or the operation of the Assets prior to the Closing Date or any other obligations or liabilities of the Debtors arising prior to the Closing Date. Except as otherwise provided herein or in the WholeCo APA, the transfer of the Assets to the Buyer pursuant to the WholeCo APA shall not result in the Buyer or the Assets having any liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any claim against the Debtors or against any insider of the Debtors or any liens, claims, encumbrances, or other interests, including any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including 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 Debtors' businesses prior to the Closing or by reason of the transactions contemplated by this Sale Order.

14. Without limiting the generality of the foregoing, except as otherwise expressly provided in the WholeCo APA with respect to Assumed Liabilities, the Buyer shall not be liable for any claims against, and liabilities of, the Debtors or any of the Debtors' predecessors, insiders, affiliates, or their respective current and former directors, officers, employees, or agents or otherwise be required to satisfy in any manner any claims relating to the operation of the Debtors' businesses prior to the Closing or by reason of the transactions authorized hereunder. Except as provided in the WholeCo APA, the consideration given by the Buyer shall constitute valid and

valuable consideration for the release of any potential claims of successor, derivative, or similar liability against the Buyer, which release shall be deemed to have been given in favor of the Buyer by all holders of liens, claims, encumbrances, and other interests against the Debtors or the Assets.

Good Faith; Arm's-Length Sale

15. The consideration provided by the Buyer under the WholeCo APA constitutes reasonably equivalent value, fair consideration and fair value for the Assets under the WholeCo APA and may not be avoided under section 363(n) of the Bankruptcy Code. None of the Debtors, the Buyer, nor any of their respective affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or any of their respective representatives, attorneys, successors, or assigns have engaged in any conduct that would cause or permit the WholeCo APA or the Sale Transaction to be avoided, or costs, or damages to be imposed, under section 363(n) of the Bankruptcy Code.

16. The WholeCo APA and the Sale Transaction are undertaken by the Buyer without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the WholeCo APA and the Sale Transaction shall not affect the validity of the sale of the Assets to the Buyer, unless this Sale Order is duly stayed pending such appeal. The Buyer is a good faith Buyer of the Assets and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

Assumption and Assignment Procedures

17. Pursuant to sections 105(a), 363, and 365, of the Bankruptcy Code, the Debtors are authorized to assume the Transferred Contracts designated for assumption and assignment in accordance with the WholeCo APA, to pay or cause the Buyer to pay the Cure Costs for the

Transferred Contracts (or such other Cure Costs as agreed, in writing, by the Debtors or Buyer, as applicable, and the counterparty to the applicable Transferred Contract, or as ordered by this Court), and assign the Transferred Contracts to the Buyer, free and clear of all claims, liens, encumbrances, or other interests of any kind or nature whatsoever, without the need for any further documentation. Upon the Closing Date, the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors in, to, and under the Transferred Contracts. Subject to and conditioned upon the closing of the Sale Transaction, and subject to any designation rights and procedures contained in this Sale Order and the WholeCo APA, the Debtors shall pay the undisputed portion of the Cure Costs for the Transferred Contracts (or such other Cure Costs as agreed, in writing, by the Debtors or the Buyer, as applicable, and the counterparty to the applicable Transferred Contract, or as ordered by this Court) on the Closing Date.

18. The Buyer has provided adequate assurance of future performance under the Transferred Contracts within the meaning of section 365 of the Bankruptcy Code.

19. The Transferred Contracts, consistent with the provisions contained herein, shall be transferred to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Transferred Contract (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, following payment of the Cure Costs for the Transferred Contracts (or such other Cure Costs as agreed, in writing, by the Debtors or the Buyer, as applicable, and the counterparty to the applicable Transferred Contract, or as ordered by this Court), the Debtors shall be relieved from any further liability with respect to the Transferred Contracts after such assignment to the Buyer. No provisions of any Transferred Contract that purport to provide for

additional payments, penalties, charges, or other financial accommodations in favor of the non-Debtor counterparty to the Transferred Contracts shall have any force or effect with respect to the Sale Transaction and assignments authorized by this Sale Order. Such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and are otherwise unenforceable under section 365(e) of the Bankruptcy Code. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Buyer or the Debtors as a result of the assumption or assignment of Transferred Contracts, the Sale Transaction, or the commencement of these chapter 11 cases. No Transferred Contract may be terminated, or the rights of any party modified in any respect, including pursuant to any “change of control” or similar clause, by any other party thereto, as a result of the transactions contemplated by the WholeCo APA.

20. All defaults, including but not limited to, all claims, demands, charges, rights to refunds, or other monetary and non-monetary obligations, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, related to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to a Transferred Contract, of the Debtors under the Transferred Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured, upon payment of the Cure Costs for the Transferred Contracts (or such other Cure Costs as agreed, in writing, by the Debtors, the Buyer, and the counterparty to the applicable Transferred Contract or ordered by this Court), and in no event shall the Buyer have any liability whatsoever under any Transferred Contract arising from or related to the time period prior to the Closing Date. The non-Debtor counterparties to the Transferred

Contracts are forever barred and permanently enjoined from asserting against the Debtors, their estates, the Buyer, and their respective successors and assigns, or the property of any of them, any default or unpaid obligation allegedly arising or occurring before the Closing, any pecuniary loss resulting from such default, any indemnity obligation or warranties, or any other claim or obligation under the Transferred Contracts arising or incurred prior to the Closing, including any counterclaim, defense, setoff, recoupment, or any other claim asserted or assertable against the Debtors, other than the Cure Costs for the Transferred Contracts (or such other Cure Costs as agreed, in writing, by the Debtors or the Buyer, as applicable, and the counterparty to the applicable Transferred Contract or ordered by this Court). The Cure Costs shall not be subject to further dispute or audit, including any based on performance prior to the Closing Date, irrespective of whether such Transferred Contract contains an audit clause. After the payment of the applicable Cure Costs, none of the Debtors or the Buyer shall have any further liabilities to the counterparties to the Transferred Contracts other than the Buyer's obligations under the Transferred Contracts that accrue and become due and payable on or after the Closing Date.

21. If a non-Debtor party to a Transferred Contract has objected solely to the proposed Cure Cost, the Debtors or the Buyer, as applicable, may pay the undisputed portion of such Cure Cost and place the disputed amount in a segregated account pending further order of the Court or mutual agreement of the parties. So long as such disputed amounts are held in such segregated account, the Debtors may, without delay, assume and assign such Transferred Contract to the applicable assignee in accordance with this Order. Under such circumstances, the objecting non-Debtor counterparty's recourse shall be limited to the funds held in such segregated account on account of such Transferred Contract. In the event of a dispute as of, or after, the Closing Date regarding assumption and assignment or cure of any Transferred Contract, any applicable cure

payments that are outstanding with respect to such Transferred Contract shall be made following the entry of an order resolving any such dispute (or upon the consensual resolution of such dispute as may be agreed by the Debtors or the Buyer, as applicable, and such non-Debtor counterparty).

22. The failure of the Debtors or the Buyer to enforce, at any time, one or more terms or conditions of any Transferred Contract shall not be a waiver of such terms or conditions or of the right of the Debtors or the Buyer, as the case may be, to enforce every term and condition of the Transferred Contracts. The validity of the assumption and assignment of the Transferred Contracts to the Buyer shall not be affected by any existing dispute between any of the Debtors and any non-Debtor counterparty to such Transferred Contract. Any party that may have had the right to consent to the assignment of any Transferred Contract is deemed to have consented for the purposes of section 365 of the Bankruptcy Code and otherwise if such party failed to file a timely objection to the assumption and assignment of such Transferred Contract.

23. To the extent a non-Debtor counterparty to a Transferred Contract failed to timely object to Cure Costs, (i) such Cure Costs shall be deemed to be finally determined and any such counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Costs at any time and (ii) such counterparty shall be deemed to have consented to such assignment under section 365(c)(1)(B) of the Bankruptcy Code, and the Buyer shall enjoy all of the Debtors' rights and benefits under each such Transferred Contract as of the applicable date of assumption without the necessity of obtaining such non-Debtor party's written consent to the assumption or assignment thereof.

24. As permitted in the Bidding Procedures Order, to the extent the Debtors identify at any time additional Transferred Contracts (including any Shared Customer Contracts that become Transferred Contracts) that may be assumed and assigned to the Buyer, the Debtors shall file with

this Court and serve on the relevant Contract Counterparty to such Transferred Contract a supplemental Cure Notice (each, a “**Supplemental Cure Notice**”). Any (i) Cure Objection with respect to Cure Costs set forth in a Supplemental Cure Notice and (ii) Adequate Assurance Objection with respect to the assumption and assignment of the Transferred Contract(s) set forth in such Supplemental Cure Notice (each a “**Supplemental Cure Objection**”) must be filed and served on all Objection Notice Parties within seven calendar days of service of that Supplemental Cure Notice. All Supplemental Cure Objections must (a) comply with the Bankruptcy Code, Bankruptcy Rules, and Bankruptcy Local Rules, (b) state, with specificity, the legal and factual basis for the objection as well as what Cure Costs are required, if any, and (c) include appropriate documentation in support thereof.

25. Prior to Closing, the Debtors shall file one or more notices identifying the Transferred Contracts (including any Shared Customer Contracts that become Transferred Contracts) ultimately designated for assumption and assignment by the Buyer, and shall serve such notices on the relevant Contract Counterparties by overnight mail.

26. Notwithstanding anything herein to the contrary, the Debtors may assume and assign any Shared Customer Contract after the Closing Date in accordance with this Sale Order and the WholeCo APA by (i) agreement of the parties, notice of which shall be filed on the Court’s docket or (ii) amending the schedule of transferred contracts, attached as Exhibit A to the Cure Notice (the “**Schedule of Transferred Contracts**”), and serving a Supplemental Cure Notice (as defined in the Bidding Procedures Order) on the counterparty to such Shared Customer Contract. If no objection is received by the objection deadline set forth in the Supplemental Cure Notice (which shall be no less than seven calendar days from the date served), then the proposed assumption and assignment of such Shared Customer Contract will be authorized and the Cure

Costs set forth in the Schedule of Transferred Contracts will be binding upon the counterparty for all purposes and will constitute a final determination of the total Cure Costs to be paid to such counterparty in connection with the assumption and assignment of such Shared Customer Contract to Buyer. If a timely Cure Objection or Adequate Assurance Objection with respect to such Shared Customer Contract is received and such objection cannot otherwise be resolved by the parties, a hearing shall be scheduled and held before the Court to resolve such objection. For the avoidance of doubt, all such Transferred Contracts, whether assumed and assigned prior to or following the Closing Date, will be treated as, and will be subject to the same protection and benefits of the Transferred Contracts provided herein and in the WholeCo APA.

Related Relief

27. All persons that are in possession of some or all of the Assets as of or after the Closing are hereby directed to surrender possession of such Assets to the Buyer as of the Closing or at such time thereafter as the Buyer may request. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Buyer. The Debtors agree to exercise commercially reasonable efforts to assist the Buyer in assuring that all persons that are presently, or on the Closing Date may be, in possession of some or all of the Assets in which the Debtors hold an interest will surrender possession of the Assets either to (i) the Debtors before the Closing Date or (ii) the Buyer on or after the Closing Date.

28. This Sale Order is and shall be binding upon and shall authorize and govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, registrar of patents, trademarks, or other intellectual property, administrative agencies, governmental departments,

secretaries of state, federal, state, and local officials, and all other persons, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Buyer is the assignee and owner of the Assets free and clear of all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Buyer or Permitted Liens) (all such entities, collectively, the “**Recording Officers**”). All Recording Officers are authorized to strike recorded liens, claims, interests, and encumbrances against the Assets recorded prior to the date of this Sale Order unless the WholeCo APA expressly provides that the Buyer is acquiring the Assets subject to such liens, claims, encumbrances, and other interests. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other encumbrances of record, and this Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department, or office. If any person or entity which has filed statements or other documents or agreements evidencing liens on, or other interests in, all or any portion of the Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all liens or other interests which the person or entity has or may assert with respect to all or any portion of the Assets, the Debtors are hereby authorized, and the Buyer is hereby authorized, on behalf of the Debtors and each of the Debtors’ creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Assets, or to take such other appropriate action, including without limitation seeking relief in this Court or any other court to compel appropriate parties to execute termination statements, instruments of

satisfaction and releases of all such liens, claims, encumbrances, or interests with respect to the Assets.

29. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official, and any other person and entity who may be required by operation of law, the duties of its office or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title in or to the Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the WholeCo APA and approved by this Sale Order.

30. Following the Closing, no holder of any liens, claims, encumbrances, or other interests with respect to the Assets (other than those expressly assumed by the Buyer or Permitted Liens) or other party in interest may interfere with the Buyer's use and enjoyment of the Assets based on or related to such liens, claims, encumbrances, or other interests, or any actions that the Debtors may take in these chapter 11 cases, and no party may take any action to prevent, interfere with, or otherwise enjoin consummation of the Sale Transaction.

31. No "bulk sales," "bulk transfer," or similar laws (including without limitation those relating to taxes) of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including without limitation the WholeCo APA and the Sale Transaction.

32. This Sale Order shall be binding in all respects upon, and the terms and provisions of the WholeCo APA and this Sale Order shall inure to the benefit of the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, the official committee of unsecured creditors, any holders of liens, claims, encumbrances, or other interests against or on all or any portion of the Assets, all counterparties to any executory contract or unexpired lease of the Debtors,

the Buyer and its affiliates, successors, and assigns, and any subsequently appointed estate representative or other fiduciary in these chapter 11 cases. The WholeCo APA, the Sale Transaction, and this Sale Order shall be enforceable against and binding upon, and shall not be subject to rejection or avoidance by, any chapter 7 or chapter 11 trustee appointed in these chapter 11 cases. Further, nothing contained in any chapter 11 plan confirmed in these chapter 11 cases or any order confirming any chapter 11 plan or any other order entered in these chapter 11 cases shall conflict with or derogate from the provisions of the WholeCo APA or the terms of this Sale Order.

33. The WholeCo APA and any related agreements, documents, or other instruments contemplated thereby may be waived, modified, amended, or supplemented by the Debtors and the Buyer in a writing signed by such parties without further order of the Court; provided that any such waiver, modification, amendment, or supplement does not have a material adverse effect on the Debtors or the Debtors' estates.

34. To the extent of any inconsistency between the provisions of this Sale Order, the WholeCo APA and any documents executed in connection therewith, and the Bidding Procedures Order, the provisions contained in the WholeCo APA and any documents executed in connection therewith (including the Transaction Agreements), the Sale Order, and the Bidding Procedures Order shall govern, in that order.

35. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any other applicable provision of the Bankruptcy Code, Bankruptcy Rules, Bankruptcy Local Rules, or Complex Case Procedures that may stay the effectiveness of this Sale Order, this Sale Order shall be effective and enforceable immediately and shall not be stayed.

36. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to give any notice permitted by the WholeCo APA or to take any and all actions permitted under the WholeCo APA or any other document related to the Sale Transaction in accordance with the terms and conditions thereof. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence; provided that this Court shall retain jurisdiction over any and all disputes with respect thereto.

37. Subject to the terms of the WholeCo APA, the Debtors are authorized to take all actions necessary to effectuate the relief granted in this Sale Order.

38. Without further notice or approval of this Court, the Debtors and Buyer are authorized to execute and deliver, and perform under, one or more amendments, waivers, consents, or other modifications to and under the WholeCo APA and Transaction Agreements, in each case, in such form as the Debtors and Buyer may agree; provided that such amendment, waiver, consent, or modification does not materially modify, in a manner materially adverse to the Debtors, the terms of the WholeCo APA.

39. For the avoidance of doubt, nothing in this Sale Order shall supersede any consultation or consent rights set forth in the Bidding Procedures Order.

40. The failure to specify or include any particular provisions of the WholeCo APA or the Transaction Agreements in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the WholeCo APA, the Transaction Agreements, and the Sale Transaction be authorized and approved in their entirety.

41. This Court shall retain jurisdiction and power to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order, the Sale Transaction, and the

WholeCo APA, all amendments thereto and any waivers and consents thereunder, and each of the agreements executed in connection therewith and the transactions contemplated thereby.

Dated: _____, 2025
Houston, Texas

CHRISTOPHER LOPEZ
UNITED STATES BANKRUPTCY JUDGE

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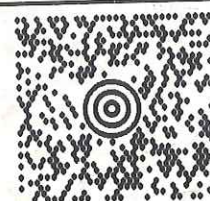
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