

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

In re:)	
)	Chapter 11
LifeScan Global Corporation, <i>et al.</i> , ¹)	Case No. 25-90259 (ARP)
Debtors.)	(Jointly Administered)
)	

**NOTICE OF SUCCESSFUL BIDDER
WITH RESPECT TO THE AUCTION OF THE DEBTORS' ASSETS**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the “Court”) on July 15, 2025 (the “Petition Date”).

PLEASE TAKE FURTHER NOTICE that, on July 15, 2025, the Debtors filed a motion (Docket No. 15) (the “Bidding Procedures Motion”) with the Court seeking entry of orders, among other things, (i) approving the bidding procedures for the sale of all or substantially all of the Assets (the “Bidding Procedures”); (ii) approving the form and manner of certain notices related to the Bidding Procedures; (iii) scheduling certain dates and deadlines with respect to the Bidding Procedures and Sale Transaction; and (iv) granting related relief.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: LifeScan Global Corporation (1872); DUV Holding Corp. (2522); DUV Intermediate Holding Corp. (2645); LifeScan Texas LLC (1307); DUV Intermediate Holding II Corp. (4829); LifeScan Inc. (8188); LifeScan IP Holdings, LLC (7450); LifeScan China, LLC (N/A) and LifeScan Institute LLC (8188). The location of Debtor LifeScan Global Corporation’s principal place of business and the Debtors’ service address in these Chapter 11 cases is 75 Valley Stream Parkway, Suite 201, Malvern, PA 19355.

PLEASE TAKE FURTHER NOTICE that, on July 16, 2025, the Court entered an order (Docket No. 50) (the “Bidding Procedures Order”)² granting the relief sought in the Bidding Procedures Motion.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, the Debtors selected LFSN BidCo LLC (the “Buyer”), an entity formed for the purposes of a credit bid at the direction of the First Lien Term Lenders and Second Lien Lenders (each as defined in the Cash Collateral Orders), as the Successful Bidder. The form of asset purchase agreement by and among the Buyer and the Debtors is attached hereto as **Exhibit A**. Certain terms in the APA remain subject to negotiation between the Debtors and the Buyer, and the APA remains subject to the consent rights set forth in the Restructuring Support Agreement.

PLEASE TAKE FURTHER NOTICE that a hearing (the “Sale Hearing”) for the Court to consider approval of the proposed Sale Transaction free and clear of all liens, claims, interests and encumbrances will be held on **October 20, 2025, at 9:00 a.m. (prevailing Central Time)** before the Honorable Alfredo R. Perez, Bankruptcy Judge, United States Bankruptcy Court for the Southern District of Texas, at 515 Rusk Avenue, 4th Floor, Houston, Texas 77002. The Sale Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court or by notice filed on the docket in these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that any objections to the designation of the Successful Bid and the proposed Sale Transaction must be filed with the Court and served on the Objection Notice Parties (defined below) so as to be received by (i) (1) Milbank LLP, 55 Hudson

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

Yards, New York, NY 10001, Attn: Dennis F. Dunne (ddunne@milbank.com), Samuel A. Khalil (skhalil@milbank.com), and Jaimie Fedell (jfedell@milbank.com); and (2) Porter Hedges LLP, 1000 Main Street, 36th Floor, Houston, Texas 77002, Attn: John F. Higgins (jhiggins@porterhedges.com), M. Shane Johnson (sjohnson@porterhedges.com), Megan Young-John (myoung-john@porterhedges.com), James A. Keefe (jkeefe@porterhedges.com), and Grecia V. Sarda (gsarda@porterhedges.com); (ii) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002, Attn: Ha Nguyen (ha.nguyen@usdoj.gov), Ross Travis (c.ross.travis@usdoj.gov), and Alina Samko-Yu (alina.samko-yu@usdoj.gov); (iii) Davis Polk & Wardwell LLP, as counsel to the Ad Hoc Group; and (iv) counsel to the Official Committee of Unsecured Creditors, if any (collectively, the “Objection Notice Parties”) no later than **October 15, 2025, at 5:00 p.m. (prevailing Central Time)**.

PLEASE TAKE FURTHER NOTICE that, at the Sale Hearing, the Debtors will seek Court approval of the Successful Bid and the assumption and assignment of the Assumed Contracts to the applicable Successful Bidder. Unless the Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the sale of the Assets and there will be no further bidding at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that this Notice is subject to the terms and conditions of the Bidding Procedures Order, and the Debtors encourage parties in interest to review the Bidding Procedures Order in its entirety.

PLEASE TAKE FURTHER NOTICE that parties interested in receiving more information regarding the contemplated sale and/or copies of any related documents may visit the Debtors’ case information website maintained by Epiq Corporate Restructuring, LLC (“Epiq”), the Debtors’ claims and noticing agent in these chapter 11 cases, located at <https://dm.epiq11.com/LifeScan> (the “Epiq Website”) or by calling Epiq at (888) 832-9472 (Toll Free U.S. and Canada) or +1 (971) 318-6618 (Local U.S.).

Dated October 10, 2025

/s/ John F. Higgins

John F. Higgins (TX Bar No. 09597500)
M. Shane Johnson (TX Bar No. 24083263)
Megan Young-John (TX Bar No. 24088700)
James A. Keefe (TX Bar No. 24122842)
Grecia V. Sarda (TX Bar No. 24132092)

PORTER HEDGES LLP

1000 Main St., 36th Floor

Houston, Texas 77002

Telephone: (713) 226-6000

Facsimile: (713) 226-6248

Email: jhiggins@porterhedges.com
 sjohnson@porterhedges.com
 myoung-john@porterhedges.com
 jkeefe@porterhedges.com
 gsarda@porterhedges.com

-and-

Dennis F. Dunne, Esq. (admitted *pro hac vice*)

Samuel Khalil, Esq. (admitted *pro hac vice*)

Jaimie Fedell, Esq. (admitted *pro hac vice*)

MILBANK LLP

55 Hudson Yards

New York, New York 10001

Telephone: (212) 530-5000

Facsimile: (212) 530-5219

Email: ddunne@milbank.com
 skhalil@milbank.com
 jfedell@milbank.com

Andrew M. Leblanc, Esq. (admitted *pro hac vice*)

Melanie Yanez, Esq. (admitted *pro hac vice*)

MILBANK LLP

1101 New York Avenue NW

Washington DC 20005-4269

Telephone: (202) 835-7500

Facsimile: (202) 263-7586

Email: aleblanc@milbank.com
 mwyanez@milbank.com

Co-Counsel for Debtors in Possession

Certificate of Service

I certify that on October 10, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ John F. Higgins
John F. Higgins

Exhibit A

Form of Asset Purchase Agreement

EQUITY AND ASSET PURCHASE AGREEMENT

dated as of [●], 2025

by and among

**LIFESCAN GLOBAL CORPORATION,
LIFESCAN, INC.,
LIFESCAN CHINA, LLC,
LIFESCAN IP HOLDINGS, LLC and
LIFESCAN INSTITUTE, LLC,
AS SELLERS,**

and

LFSN BIDCO LLC, AS BUYER

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	2
Section 1.01. Certain Defined Terms.....	2
ARTICLE II PURCHASE AND SALE; CLOSING	2
Section 2.01. Purchase and Sale of the Transferred Equity Interests	2
Section 2.02. Purchase and Sale of Transferred Assets; Excluded Assets; Assumption of Assumed Liabilities; Excluded Liabilities	2
Section 2.03. Assignment of Certain Transferred Assets	8
Section 2.04. Closing.....	9
Section 2.05. Cure Costs; Executory Contracts	9
ARTICLE III PURCHASE PRICE	11
Section 3.01. Purchase Price.....	11
Section 3.02. Certain Closing Deliverables	11
Section 3.03. Purchase Price Allocation.....	12
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLERS	13
Section 4.01. Formation and Qualification of the Transferred Entities.....	13
Section 4.02. Capital Structure of the Transferred Entities	13
Section 4.03. Formation and Authority of Sellers; Enforceability	14
Section 4.04. No Conflict.....	15
Section 4.05. Consents and Approvals	15
Section 4.06. Financial Statements; Absence of Certain Undisclosed Liabilities	16
Section 4.07. Absence of Litigation.....	16
Section 4.08. Real Property; Title.....	17
Section 4.09. Compliance with Laws; Permits	17
Section 4.10. Brokers.....	17
Section 4.11. Material Contracts.....	17
Section 4.12. Environmental Matters.....	19
Section 4.13. Taxes	20
Section 4.14. Employment and Benefit Matters	21
Section 4.15. Insurance	24

Section 4.16.	Intellectual Property; Data Security and Privacy	24
Section 4.17.	Related Party Transactions	27
Section 4.18.	Obligations Under Loan Documents	27
Section 4.19.	Regulatory Matters; Product Liability	27
Section 4.20.	No Other Representations or Warranties	30
ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER		31
Section 5.01.	Formation and Authority of Buyer; Enforceability	31
Section 5.02.	No Conflict.....	31
Section 5.03.	Consents and Approvals	32
Section 5.04.	Absence of Litigation.....	32
Section 5.05.	Financial Ability	32
Section 5.06.	Investigation.....	32
Section 5.07.	Securities Matters.....	33
Section 5.08.	No Other Representations or Warranties	33
ARTICLE VI ADDITIONAL AGREEMENTS.....		33
Section 6.01.	Conduct of Business Before the Closing	33
Section 6.02.	Access to Information	37
Section 6.03.	Regulatory Approvals; Efforts.....	38
Section 6.04.	Third Party Consents.....	41
Section 6.05.	Cooperation.....	41
Section 6.06.	Bulk Transfer Laws.....	41
Section 6.07.	Employee Matters	41
Section 6.08.	Intercompany Obligations.....	43
Section 6.09.	[Insurance Policies	44
Section 6.10.	Transition Services Cooperation.....	44
ARTICLE VII POST-CLOSING COVENANTS		44
Section 7.01.	Access	44
Section 7.02.	Intellectual Property Matters.....	44
Section 7.03.	Directors’ and Officers’ Indemnification and Exculpation	45
Section 7.04.	Preservation of Books and Records	46
Section 7.05.	Further Assurances.....	47
Section 7.06.	Excess Wind-Down Amount	47

ARTICLE VIII BANKRUPTCY PROVISIONS	47
Section 8.01. Competing Transaction	47
Section 8.02. Bankruptcy Court Filings.....	47
Section 8.03. Back-up Bidder	48
Section 8.04. Bankruptcy Orders.....	48
ARTICLE IX TAX MATTERS.....	48
Section 9.01. Transfer Taxes	48
Section 9.02. Consolidated Group	49
Section 9.03. Tax Returns	49
Section 9.04. Responsibility for and Payment of Taxes	50
Section 9.05. Tax Refunds	50
Section 9.06. Tax Proceedings.....	50
Section 9.07. Cooperation by the Project LS Entities.....	51
Section 9.08. Cooperation by Buyer	51
Section 9.09. Tax Treatment.....	51
Section 9.10. Survival	51
ARTICLE X CONDITIONS TO CLOSING.....	52
Section 10.01. Conditions to the Obligations of Buyer and Seller	52
Section 10.02. Conditions to Obligations of Sellers	52
Section 10.03. Conditions to Obligations of Buyer	53
Section 10.04. Waiver of Closing Conditions	54
ARTICLE XI TERMINATION.....	54
Section 11.01. Termination.....	54
Section 11.02. Notice of Termination.....	55
Section 11.03. Effect of Termination.....	55
ARTICLE XII MISCELLANEOUS.....	56
Section 12.01. Rules of Construction	56
Section 12.02. Expenses	58
Section 12.03. Notices	58
Section 12.04. Survival	59
Section 12.05. Public Announcements	59

Section 12.06.	Severability	59
Section 12.07.	Assignment	60
Section 12.08.	No Third-Party Beneficiaries	60
Section 12.09.	Entire Agreement	60
Section 12.10.	Amendments	61
Section 12.11.	Waiver	61
Section 12.12.	Governing Law	61
Section 12.13.	Dispute Resolution; Consent to Jurisdiction.....	61
Section 12.14.	Waiver of Jury Trial.....	62
Section 12.15.	Admissibility into Evidence.....	62
Section 12.16.	Remedies; Specific Performance	62
Section 12.17.	Non-Recourse	63
Section 12.18.	Interest.....	63
Section 12.19.	Disclosure Schedules and Exhibits	63
Section 12.20.	Provision Respecting Legal Representation	64
Section 12.21.	Privilege	64
Section 12.22.	Counterparts.....	65

EXHIBITS

Exhibit A	Definitions
Exhibit B	Form of Bill of Sale, Assignment and Assumption Agreement
Exhibit C	Form of IP Assignment Agreement
Exhibit D	Bidding Procedures Order
Exhibit E	Wind-Down Budget

SCHEDULES

Schedule A	Sellers, Companies, Transferred Equity Interests and Business Subsidiaries
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This EQUITY AND ASSET PURCHASE AGREEMENT, dated as of [●], 2025 (the “**Agreement Date**” and this agreement, as it may be amended, restated, modified or otherwise supplemented in accordance with its terms, the “**Agreement**”), is entered into by and among LifeScan Global Corporation, a Delaware corporation (“**LSGC**”), LifeScan, Inc., a California corporation (“**LSI**”), LifeScan China, LLC, a Delaware limited liability company (“**LSC**”), LifeScan IP Holdings, LLC, a Delaware limited liability company (“**LSIPH**”), LifeScan Institute, LLC, a Delaware limited liability company (“**LSIT**”, and together with LSGC, LSI, LSC and LSIPH, “**Sellers**,” and each of LSGC, LSI, LSC, LSIPH and LSIT individually, a “**Seller**”), and LFSN BidCo LLC, a Delaware limited liability company (“**Buyer**”)¹. Each Seller and Buyer is referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, on July 15, 2025, Sellers and certain of their Affiliates (the “**Debtors**”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (such court, the “**Bankruptcy Court**” and, once filed, such cases, the “**Bankruptcy Cases**”) as contemplated by that certain Amended and Restated Restructuring Support Agreement, dated as of July 15, 2025, by and among each Company Entity (as defined therein) and the Consenting Stakeholders (as defined therein) (as may be amended, restated, amended and restated, modified, or otherwise supplemented from time to time, the “**RSA**”);

WHEREAS, Sellers own all of the issued and outstanding equity interests (collectively, the “**Transferred Equity Interests**”) of the Persons set forth on Schedule A under the heading “Company” (each, a “**Company**” and, collectively, the “**Companies**”) as set forth beside such Company’s name on Schedule A under the heading “Transferred Equity Interests”;

WHEREAS, all Subsidiaries of the Companies and all other Persons in which the Companies own any capital stock or other equity interests are set forth on Schedule A under the heading “Business Subsidiaries” (the “**Business Subsidiaries**” and, together with the Companies, being collectively referred to as the “**Transferred Entities**”);

WHEREAS, Sellers and the Transferred Entities are engaged in, and/or hold assets or liabilities relating to, the Business (and/or, in the case of certain of Sellers, hold Transferred Equity Interests);

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code and in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, and subject to entry of the Sale Order and subject to the conditions set forth therein, Sellers propose to sell, transfer and assign to Buyer, and, Buyer desires to purchase from Sellers, all of the Transferred Equity Interests and the Transferred Assets Free and Clear, and Buyer desires to assume the Assumed Liabilities, in each case, on the terms and subject to the conditions set forth in this Agreement and the Sale Order; and

¹ **Note to Draft:** Parties to discuss use of a second buyer entity.

WHEREAS, the Parties' ability to consummate the Transactions will be subject to, *inter alia*, the entry of the Sale Order, as further set forth herein, and the Parties desire to consummate the Transactions as promptly as practicable, subject to the terms and conditions set forth in this Agreement, after the Bankruptcy Court enters the Sale Order.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms. Capitalized terms used in this Agreement and defined in Exhibit A shall have the meanings specified in Exhibit A.

ARTICLE II

PURCHASE AND SALE; CLOSING

Section 2.01. Purchase and Sale of the Transferred Equity Interests. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, each Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from each such Seller, all of such Seller's right, title and interest in, to and under the Transferred Equity Interests, Free and Clear.

Section 2.02. Purchase and Sale of Transferred Assets; Excluded Assets; Assumption of Assumed Liabilities; Excluded Liabilities.

(a) Transferred Assets. On the terms and subject to the conditions set forth in this Agreement and subject to the exclusions set forth in Section 2.02(b) and Section 2.03, at the Closing, each Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from each such Seller, all of such Seller's right, title and interest in, to and under all of the properties, rights, titles, interests and other assets of such Seller, as the same shall exist immediately prior to the Closing, in each case, other than the Transferred Equity Interests (which, for the avoidance of doubt, each Seller shall sell, convey, assign, transfer and deliver to Buyer pursuant to Section 2.01) (collectively, the "**Transferred Assets**"), Free and Clear, including the following:

(i) all Cash of Sellers, if any, that is in excess of the Wind-Down Amount (such excess, if any, the "**Transferred Cash**");

(ii) except for Excluded Contracts and subject to Section 2.03, all Contracts to which a Seller is party, including the Transferred Executory Contracts (collectively, the "**Transferred Contracts**"), including as set forth on Schedule 2.02(a)(ii) (and as may be added to such Schedule 2.02(a)(ii) in accordance with Section 2.05), and all rights and benefits thereunder;

(iii) to the extent transferrable under applicable Law, all Permits and all pending applications therefor;

(iv) (A) all rights of such Seller under or pursuant to all warranties, representations and guarantees made by prior owners, suppliers, manufacturers, contractors or other third parties to the extent pertaining to any Transferred Assets and (B) all rights and defenses pertaining to any Assumed Liability;

(v) all Assigned Intellectual Property, including all Assigned Software and all Assigned Registered IP set forth on Schedule 2.02(a)(v), and all Assigned Systems;

(vi) all Personal Data owned, controlled or otherwise processed by or on behalf of such Seller or any of its respective Subsidiaries, including all databases and data collections containing any such Personal Data;

(vii) all rights of Sellers under the Leased Real Property, together with all equipment, machinery, structures, improvements, fixtures and other movable property and appurtenances thereto and rights in respect thereof, and all rights arising thereunder, and all tenements, hereditaments, appurtenances, rights of ways, easements, licenses, servitudes, surface leases, subsurface agreements and other real property rights and privileges appertaining thereto;

(viii) all personnel files related to the Transferred Entity Employees and Transferred Seller Employees;

(ix) without limiting Section 2.02(a)(ii), all rights of Sellers under non-disclosure or confidentiality, non-compete or non-solicitation Contracts with current and former employees, directors, consultants, independent contractors, service providers and agents of Sellers or any of their respective Subsidiaries or Affiliates or with third parties;

(x) the Transferred Books and Records;

(xi) all claims, rights or interests of Sellers and the Transferred Entities in or to any refund, rebate, abatement or other recovery for Taxes in respect of any Taxes that are Assumed Liabilities;

(xii) all Tax Returns and all records (including all working papers) related thereto filed by or with respect to, or that otherwise relate to, Sellers, the Transferred Assets or the Transferred Entities (which, for the avoidance of doubt, shall include any consolidated, combined, unitary or similar Tax Returns that include one or more Transferred Entity);

(xiii) all personal property and interests therein owned by any Seller, including inventory (if any), furniture, furnishings, office equipment, communications equipment, vehicles and other tangible personal property (including, rights, if any, in any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person), wherever located;

(xiv) all inventory wherever located, including raw materials, works in progress, finished goods, packaging, supplies, tooling and parts, whether held at any location or facility of any Seller or in transit to any Seller, in each case, as of the Closing Date;

(xv) all goodwill and other intangible assets of Sellers, including, but not limited to, all customer relationships;

(xvi) all claims, causes of action, lawsuits, judgements and demands of any nature, in each case, available to or being pursued by Sellers or any of their Affiliates, whether arising by way of counterclaim;

(xvii) all causes of action (including causes of action related to the ongoing operations of the Business) to avoid a transfer of property or an obligation incurred by any Seller arising under sections 542, 544, 545, and 547 through and including 553 of the Bankruptcy Code or any other federal, state, or foreign law pertaining to actual or constructive fraudulent transfer, fraudulent conveyance, or voidable transactions;

(xviii) all credits, prepaid expenses, refunds, deferred charges, advance payments, Deposits, prepaid items, excess or unearned premiums, costs and duties, in each case, to the extent related to a Transferred Asset;

(xix) all guaranties, indemnities and similar rights in favor of Sellers;

(xx) to the extent transferrable, all express or implied warranties related to any of the foregoing in favor of Sellers;

(xxi) all Accounts Receivable related to the Business or the Transferred Assets, including, for the avoidance of doubt, all Accounts Receivable owed or otherwise due to any Seller from any Transferred Entity;

(xxii) the Seller Employee Plans set forth in Schedule 4.14(f) (collectively, the “**Assumed Seller Employee Plans**”) and all assets held with respect to the Assumed Seller Employee Plans;

(xxiii) all rights of recovery under or arising out of all Insurance Policies, except for rights under or arising out of (A) policies maintained that relate primarily to Excluded Assets or Excluded Liabilities and (B) directors’ and officers’ insurance policies or binders of Sellers and their Affiliates;

(xxiv) all written policies and procedures of Sellers related to the Transferred Assets or the Business;

(xxv) other than Cash (which shall be governed by Section 2.02(a)(i) and Section 2.02(b)(iv)), the contents of all bank accounts, safety deposit boxes, lock boxes and securities accounts of such Seller or any of its respective Subsidiaries, in each case to the extent related to the Business;

(xxvi) all other assets, properties or rights of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, that are owned by a Seller; and

(xxvii) all right, title and interest of any of Sellers in, to or under any of the foregoing.

(b) Excluded Assets. Notwithstanding anything to the contrary herein or in any other Transaction Agreement, the following assets (collectively, the “**Excluded Assets**”), shall be retained by Sellers and their respective Subsidiaries (other than the Transferred Entities) and nothing herein will be deemed to constitute an agreement to, or shall, sell, convey, assign, transfer or deliver the Excluded Assets to Buyer, and Sellers will, from and after the Closing, retain all right, title and interest to, in and under such Excluded Assets:

(i) all Contracts set forth on Schedule 2.02(b)(i), including those designated for rejection under sections 365 or 1123 of the Bankruptcy Code (including, for the avoidance of doubt, any Contract that is designated as an Excluded Contract pursuant to Section 2.05) (“**Excluded Contracts**”);

(ii) any amounts paid or payable to Sellers pursuant to this Agreement or any other Transaction Agreement;

(iii) all Contracts with the Seller Advisor and/or any other agent, financial advisor, investment banker, broker, finder, consultant, counsel, accountant or other third-party representative or similar Person engaged or employed in connection with the Bankruptcy Cases and/or the Transactions;

(iv) all Cash, other than Cash constituting Transferred Cash;

(v) all Tax Returns and all records (including all working papers) related thereto (other than those Tax Returns that constitute Transferred Assets under Section 2.02(a)(xii));

(vi) all (A) Insurance Policies and (B) all rights of recovery under or arising out of all Insurance Policies, except as set forth in Section 2.02(a)(xxiii);

(vii) all Permits the transfer of which, as contemplated under Section 2.02(a)(iii), is prohibited by applicable Law;

(viii) all rights and interests of Sellers under the Transaction Agreements;

(ix) (A) any books and records to the extent relating to the Excluded Assets or the Bankruptcy Cases, (B) any books and records or other materials of or in the possession of Sellers or the Transferred Entities that (1) any of Sellers are required by Law or by order of the Bankruptcy Court to retain or (2) any of Sellers or Transferred Entities are prohibited by Law from delivering to Buyer (including confidential and personal medical records), (C) any copies of any books and records that Sellers and their Affiliates retain pursuant to Section 7.04 or (D) any books, records, files or papers that are not Transferred Books and Records;

(x) any Seller Employee Plan that is not an Assumed Seller Employee Plan and all assets held with respect to such Seller Employee Plan;

(xi) (A) all records and reports prepared or received by any Seller or any of their respective Affiliates or Representatives in connection with the sale of the Business, the Transferred Assets or the Transactions or any other Transaction Agreement or in connection with the Bankruptcy Cases, including all such analyses relating to Buyer or any third-party bidder or potential purchaser, (B) all bids and expressions of interest received from third parties with respect to the Business or the Transferred Assets and (C) all privileged communications that are the subject of Section 12.22;

(xii) any warranties, representations and guarantees pertaining to any Excluded Asset or rights and defenses pertaining to any Excluded Liability; and

(xiii) all capital stock or other equity interests in any Seller.

(c) Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement and subject to the exclusions set forth in Section 2.02(d), as partial consideration for the Transferred Assets, Buyer shall, at the Closing, assume and thereafter timely pay, discharge and perform if, as and when due in accordance with their terms, the following Liabilities of Sellers to the extent arising from or related to the Transferred Assets and/or the Business (the “**Assumed Liabilities**”):

(i) all Liabilities arising under any of the Transferred Contracts;

(ii) all Liabilities with respect to Transfer Taxes;

(iii) all Cure Costs payable by Buyer pursuant to Section 2.05;

(iv) all Liabilities relating to Buyer’s ownership or operation of the Transferred Assets, but solely to the extent arising from events, facts or circumstances that occur after the Effective Time;

(v) all accounts payable with respect to the Transferred Assets that are incurred in the ordinary course of business (taking into account the Bankruptcy Cases) and are owed or otherwise due to Persons other than Sellers (including, for the avoidance of doubt, (A) invoiced accounts payable and (B) accrued but uninvoiced accounts payable), except for (1) those arising under section 503(b)(9) of the Bankruptcy Code and (2) those set forth in Section 2.02(d)(xiii);

(vi) [all Liabilities for Taxes of Sellers solely to the extent such Taxes either (A) are an administrative expense of the kind specified in section 503(b)(1)(B) of the Bankruptcy Code and allowed against a Seller by an Order of the Bankruptcy Court and relate to any taxable period beginning before the Closing Date, (B) are entitled to priority under section 507(a)(8) of the Bankruptcy Code and allowed against a Seller by an Order of the Bankruptcy Court and relate to any taxable period beginning before the Closing Date, (C) relate to any taxable period (or portion thereof) beginning (1) on January 1, 2025 or (2) after January 1, 2025, and before the Closing Date, or (D) arise as a result of the continued ownership of the product and

manufacturer licenses for the products described in the TSA(s) (such Taxes collectively, “**Assumed Taxes**”)];

(vii) all Liabilities in respect of (A) the Transferred Seller Employees arising or relating to the period after the Closing, and (B) the Assumed Seller Employee Plans; and

(viii) all Liabilities arising out of or relating to amounts required to be paid by Buyer hereunder.

(d) Excluded Liabilities. Notwithstanding any other provision of this Agreement, Buyer is not assuming or agreeing to pay or discharge any Liabilities, irrespective of whether the same arise or accrue prior to, on or following the Closing Date, of Sellers other than the Assumed Liabilities (any such Liabilities other than the Assumed Liabilities, collectively, the “**Excluded Liabilities**”), and Sellers shall, from and after the Closing, retain, pay, discharge and perform if, as and when due in accordance with their terms, all such Excluded Liabilities, as applicable, it being understood that the Excluded Liabilities include the following:

(i) all Liabilities arising out of, relating to or resulting from any Excluded Asset (including, for the avoidance of doubt, any Contract that is designated as an Excluded Contract pursuant to Section 2.05 and any Permit or claim that is not transferred to Buyer hereunder), including all Liabilities arising out of, relating to or resulting from the rejection of any Contract under sections 365 or 1123 of the Bankruptcy Code;

(ii) any Liability (including for any intercompany accounts payable) due or owing to any Seller;

(iii) all Liabilities owing to the Seller Advisor and/or any other agent, financial advisor, broker, finder, consultant, counsel, accountant or other third-party representative engaged or employed by Sellers or the Transferred Entities in connection with the Bankruptcy Cases and/or the Transactions;

(iv) all Liabilities in respect of (A) any current or former Service Provider of Sellers who is not a Transferred Seller Employee or Transferred Entity Employee, whether arising or relating to the period before, on or after the Closing Date, (B) any Transferred Seller Employee, arising or relating to the period before or on the Closing Date and (C) any Seller Employee Plan that is not an Assumed Seller Employee Plan;

(v) all claims, costs and expenses (other than Cure Costs) incurred in connection with the initiation or conduct of the Bankruptcy Cases, including all Liabilities arising out of the consummation of a plan of reorganization, including any distributions or other actions taken by any of Sellers and their bankruptcy estates (whether existing as of the Agreement Date or arising in the future);

(vi) all Liabilities arising under section 503(b)(9) of the Bankruptcy Code;

(vii) any Liability of such Seller or any of its respective Subsidiaries or predecessors associated with any and all Debt, including any guarantees of third-party obligations

and reimbursement obligations to guarantors of such Seller's or its respective Subsidiaries' or Affiliates' obligations, and including any guarantee obligations or imputed Liability through piercing incurred in connection with such Seller's Affiliates or Subsidiaries, except for Liabilities described under Section 2.02(c)(i);

(viii) all Liabilities relating to or arising out of the manufacture, storage, marketing, promotion, sale, distribution, packaging, labeling or use of the Products, whether arising under warranty, contract, equity, tort, strict liability, product liability, product defect, statute or otherwise;

(ix) all Liabilities arising under Environmental Laws, other than to the extent arising out of the ownership or operation of the Business or any Transferred Asset after the Closing;

(x) all Liabilities relating to claims, actions, suits, arbitrations, litigation matters, proceedings or investigations (in each case whether involving private parties, Government Authorities, or otherwise) involving, against or affecting any Transferred Asset, the Business, such Seller, any of its respective Subsidiaries, Affiliates or predecessors, or any asset or property of such Seller, any of its respective Subsidiaries, Affiliates or predecessors, in each case arising out of the ownership or operation of the Business or any Transferred Asset prior to the Closing;

(xi) all Liabilities of such Seller or any of its respective predecessors to their respective current or former equityholders with respect to dividends, distributions in liquidation, redemptions of interests, option payments or otherwise;

(xii) all Liabilities arising out of or relating to any business or property formerly owned or operated by such Seller, any of its respective Subsidiaries, Affiliates or predecessors, but not presently owned and operated by such Seller as of the date hereof;

(xiii) all Liabilities arising out of or relating to any rebates, administrative fees, late fees or other amounts owed to, or asserted by, pharmacy benefit managers, state Medicaid entities and other managed care organizations (including entities that are or were party to Excluded Contracts and the affiliates of such entities), except to the extent such Liabilities arise under a Transferred Contract;

(xiv) all Liabilities for Taxes other than Assumed Taxes; and

(xv) any other Liabilities under this Agreement (including as a result of breach thereof) and the Transactions and any other Liabilities relating to amounts to be paid by Sellers pursuant to this Agreement.

Section 2.03. Assignment of Certain Transferred Assets. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to sell, convey, assign, transfer and deliver to Buyer (in each case, solely with respect to Transferred Assets held by Sellers, any Transferred Asset and any claim or right or any benefit arising thereunder or resulting therefrom, and not, for the avoidance of doubt, any asset, claim, right or benefit held by, and therefore acquired indirectly through the acquisition of, any of the Transferred Entities) if such attempted sale, conveyance, assignment, transfer or delivery thereof, without the

Consent of a third party (including any Government Authority), would constitute a breach or other contravention thereof or a violation of applicable Law or Order. If, on the Closing Date, (a) any such Consent has not been obtained or (b) the Bankruptcy Court has not entered an Order providing that such Consent is not required, in any case, such that an attempted sale, conveyance, assignment, transfer or delivery of such Transferred Asset would be ineffective or a violation of applicable Law or Order, Sellers and Buyer will, at any Party's request, subject to Section 6.03 and Section 6.04, cooperate in good faith to promptly obtain such Consent and/or enter into a mutually agreeable arrangement under which, until the Wind-Up Date, (i) Buyer would, in compliance with any applicable Law or Order, obtain the benefits and assume the obligations and bear the economic burdens associated with such Transferred Asset in accordance with this Agreement, including, for example (and without limitation of other similar arrangements being employed instead and in place thereof), by subcontracting, sublicensing or subleasing such Transferred Asset to Buyer and/or (ii) Sellers would enforce for the benefit (and at the expense) of Buyer any and all of Sellers' rights, claims or benefit against a third party associated with such Transferred Asset and Sellers would promptly pay to Buyer when received all monies received by them under any such Transferred Asset, claim, right or benefit (net of Sellers' reasonable out-of-pocket expenses incurred in connection with any sale, conveyance, assignment, transfer, delivery or other performance contemplated by this Section 2.03). To the extent permitted under Law, the applicable Seller(s) shall hold in trust for and pay to Buyer promptly upon receipt thereof, such Transferred Asset and all income, proceeds and other monies received by any Seller to the extent related to such Transferred Asset in connection with the arrangements under this Section 2.03. If any Consent for the sale, conveyance, assignment, transfer or delivery of any Transferred Asset not sold, conveyed, assigned, transferred or delivered at the Closing as contemplated by this Section 2.03 is obtained following the Closing, then the applicable Seller(s) shall sell, convey, assign, transfer and deliver to Buyer (as applicable) such Transferred Asset to Buyer at no additional cost or obligation.

Section 2.04. Closing. Subject to the satisfaction of the Closing Conditions and the terms of this Agreement, the closing of the sale and purchase of the Transferred Equity Interests and the Transferred Assets and the assumption of the Assumed Liabilities (the "**Closing**") shall take place remotely by telephone conference and electronic exchange of documents, at 9:00 a.m. (New York City time) on the [third (3rd)] Business Day following the date upon which all Closing Conditions are satisfied or waived in writing (to the extent permitted by applicable Law) in accordance with Article X (other than those Closing Conditions that by their nature can only be satisfied at the Closing, but subject to the satisfaction or waiver of those Closing Conditions at such time), or on such other date or at such other time or place as the Parties may agree in writing. The date on which the Closing occurs is referred to in this Agreement as the "**Closing Date**." For all purposes under this Agreement and each other Transaction Agreement, (a) except as otherwise expressly provided in this Agreement or such other Transaction Agreements, all matters at the Closing will be considered to take place simultaneously and (b) the Closing shall be deemed effective as of the Effective Time.

Section 2.05. Cure Costs; Executory Contracts.

(a) Subject to Section 2.03 of this Agreement and section 365 of the Bankruptcy Code and the Sale Order, and except as provided in Section 2.05(d), on or prior to Closing, each Debtor that is a Seller shall assume and, effective as of the Closing, assign, transfer and deliver to Buyer, and Buyer shall assume from such Seller, the Transferred Executory Contracts to which

such Seller is a party. All Cure Costs shall be paid by Buyer at or after Closing in accordance with the procedures set forth in the Sale Order (or, with respect to any Contract for which a cure objection has not been finally resolved as of the Closing, in accordance with Section 2.05(d)).

(b) As soon as reasonably practicable after the Agreement Date and in accordance with the Bidding Procedures Order, Sellers shall (i) file with the Bankruptcy Court a list of each Executory Contract and the proposed amount of the Cure Costs associated with such Executory Contract (such list, the “**Available Contract Schedule**”) and (ii) serve written notice (each, a “**Cure Notice**”) to the non-debtor counterparty(ies) to each Executory Contract, which notice shall include the Available Contract Schedule. If, at any time prior to the Closing Date, any Debtor that is a Seller becomes aware that it is a party to an Executory Contract that is not listed on the Available Contract Schedule (each, an “**Undisclosed Contract**”), such Seller shall promptly update the Available Contract Schedule with respect to such Undisclosed Contract and (A) file with the Bankruptcy Court such updated Available Contract Schedule and (B) serve a Cure Notice, which notice shall include such updated Available Contract Schedule, to the non-debtor counterparty(ies) to such Undisclosed Contract.

(c) From time to time after the Agreement Date, but not later than five (5) Business Days prior to the Closing Date (the “**Designation Deadline**”), to the extent consistent with the Bidding Procedures Order, Buyer may, in its sole discretion, elect, by written notice to Seller, each Executory Contract it wishes to be assigned, transferred and delivered to it on the Closing Date (each such Contract, a “**Transferred Executory Contract**”), and each such Transferred Executory Contract shall be deemed a Transferred Contract for all purposes hereof and automatically (without action of any Party or Person) added to Schedule 2.02(a)(ii). Any Executory Contract not designated by Buyer in writing as a Transferred Executory Contract on or before the Designation Deadline shall be deemed an Excluded Contract for all purposes hereof and automatically (without action of any Party or Person) added to Schedule 2.02(b)(i). From time to time prior to the Designation Deadline, Buyer may, in its sole discretion, elect, by written notice to Seller, to remove any Executory Contract from Schedule 2.02(a)(ii) and, from and after such date, such Executory Contract shall be deemed an Excluded Contract for all purposes hereof and automatically (without action of any Party or Person) added to Schedule 2.02(b)(i). On or before the Closing Date, Sellers will file with the Bankruptcy Court a notice of assumption and shall serve such notice on each applicable non-debtor counterparty in accordance with the Bidding Procedures Order, which notice of assumption shall identify all Transferred Executory Contracts. Notwithstanding the foregoing, an Executory Contract shall not be a Transferred Executory Contract hereunder and shall not be assigned to, or assumed by, any Debtor that is a Seller if such Executory Contract terminates or expires in accordance with its own terms on or prior to the Designation Deadline and is not continued or otherwise extended prior to or upon assumption. For the avoidance of doubt, if Buyer exercises its rights pursuant to this Section 2.05(c) to designate an Executory Contract as a Transferred Executory Contract or as an Excluded Contract (as the case may be), there will be no increase or reduction in the Credit Bid Amount as a result of such designation or change in designation.

(d) If any objections are filed by, or received from, any non-debtor counterparty in response to a Cure Notice or potential assumption and assignments of an Executory Contract, each Seller will use commercially reasonable efforts to resolve any such objections with such non-debtor counterparty. If any such objection is not consensually resolved or finally determined by

the Bankruptcy Court prior to the Closing Date with respect to any Transferred Executory Contract, such Transferred Executory Contract shall not be assumed and assigned and transferred to Buyer at Closing and instead shall be assumed and assigned and transferred to Buyer on the date on which (or as soon as reasonably practicable thereafter) such objection has been resolved to the mutual satisfaction of Sellers and Buyer.

ARTICLE III

PURCHASE PRICE

Section 3.01. Purchase Price. Subject to the terms and conditions set forth in this Agreement, the aggregate consideration to be paid by Buyer for the sale of all of the Transferred Equity Interests and the Transferred Assets shall be (a) the release of Sellers and their respective Subsidiaries of all Prepetition First Lien Obligations, all First Lien Secured Parties Adequate Protection Obligations, all Prepetition Second Lien Obligations, and all Second Lien Secured Parties Adequate Protection Obligations (each as defined in the Cash Collateral Orders) (the “**Credit Bid Amount**”) and (b) the assumption of the Assumed Liabilities, including the assumption of the obligation to pay the Cure Costs under Section 2.05. The payment and delivery of the Credit Bid Amount shall be satisfied (and deemed paid) solely and exclusively by means of a credit against amounts due and owing under each of the Credit Agreements and the Cash Collateral Orders as of the Closing Date (and, for the avoidance of doubt, Buyer shall have no obligation to pay or deliver any portion of the Credit Bid Amount in cash).

Section 3.02. Certain Closing Deliverables. At the Closing:

(a) Sellers shall deliver or cause to be delivered to Buyer the following:

(i) to the extent the Transferred Equity Interests are certificated, certificates evidencing the Transferred Equity Interests, duly endorsed in blank or accompanied by stock powers duly executed in blank (or, if the Transferred Equity Interests are uncertificated, an instrument of transfer with respect to the Transferred Equity Interests in form and substance reasonably acceptable to Buyer, duly executed by the applicable Sellers);

(ii) a counterpart of the Bill of Sale, Assignment and Assumption Agreement for the Transferred Assets, in the form attached hereto as Exhibit B (the “**Bill of Sale, Assignment and Assumption Agreement**”), duly executed by the applicable Sellers;

(iii) a counterpart of the IP Assignment Agreement, in the form attached hereto as Exhibit C (the “**IP Assignment Agreement**”), duly executed by the applicable Sellers;

(iv) a copy of the Sale Order as entered by the Bankruptcy Court;

(v) the officer’s certificate required to be delivered to Buyer pursuant to Section 10.03(a)(iii);

(vi) an IRS Form W-9 from each Seller (or its regarded owner) selling, conveying, transferring or delivering any Transferred Assets or Transferred Equity Interests;

(vii) a counterpart of any such TSA(s) entered into pursuant to Section 6.10, as duly executed by Sellers and their Subsidiaries, as applicable, that are party thereto; and

(viii) without limiting Section 7.05, any and all other instruments of conveyance and transfer reasonably requested by Buyer, in form and substance reasonably acceptable to Sellers and Buyer, as may be necessary to convey the Transferred Equity Interests and Transferred Assets to Buyer or to otherwise give effect to the Transactions to occur at the Closing.

(b) Buyer shall deliver or cause to be delivered to Sellers the following:

(i) a receipt for the Transferred Equity Interests, duly executed by Buyer and other instruments of transfer duly executed by Buyer, in each case, to the extent required by applicable Law to validly transfer title in and to the Transferred Equity Interests to Buyer;

(ii) a counterpart of the Bill of Sale, Assignment and Assumption Agreement, duly executed by Buyer;

(iii) a counterpart of the IP Assignment Agreement, duly executed by Buyer (or its designee);

(iv) the officer's certificate required to be delivered to Sellers pursuant to Section 10.02(a)(iii);

(v) a payoff letter, release letter or similar document acknowledging the conversion of the Credit Bid Amount as consideration for the transfer of the Transferred Assets and cancellation and discharge of the same amount of the obligations arising under the Credit Agreements, in form and substance reasonably acceptable to Seller;

(vi) a counterpart of any such TSA(s) entered into pursuant to Section 6.10, as duly executed by Buyer and/or Buyer's Affiliates that are party thereto; and

(vii) without limiting Section 7.05, all other instruments of conveyance and transfer reasonably requested by Sellers, in form and substance reasonably acceptable to Sellers and Buyer, as may be necessary to convey the Transferred Equity Interests and Transferred Assets to Buyer or to otherwise give effect to the Transactions to occur at the Closing.

Section 3.03. Purchase Price Allocation. Buyer and Sellers agree to allocate the Credit Bid Amount, the Assumed Liabilities, and all other relevant items among the Transferred Assets and the Transferred Equity Interests (which in the case of a disregarded entity, shall be the assets of such entity) in accordance with this Section 3.03. No later than ninety (90) days following the Closing Date, Buyer shall deliver to Sellers a proposed allocation of the Credit Bid Amount and the Assumed Liabilities (and all other relevant items) as of the Closing Date among the Transferred Assets and the Transferred Equity Interests (which in the case of a disregarded entity, shall be the assets of such entity) determined in a manner consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Buyer shall consider in good faith any reasonable comments provided by Sellers within thirty (30) days of Buyer's delivery of the proposed allocation. The proposed allocation delivered by Buyer, as amended to reflect any such reasonable

comments, shall be the “**Purchase Price Allocation.**” The Purchase Price Allocation shall be conclusive and binding on the Parties. None of the Parties shall take any position inconsistent with the Purchase Price Allocation on any Tax Return, or in any audit or Tax proceeding, unless otherwise required by a final determination by a Government Authority. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 3.03 shall survive the Closing without limitation.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLERS²

Sellers hereby jointly and severally represent and warrant to Buyer, except as set forth in the Disclosure Schedules, as follows:

Section 4.01. Formation and Qualification of the Transferred Entities. Each Transferred Entity is a corporation or other entity duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization and has the requisite corporate or other appropriate power and authority to operate its business as now conducted. Each Transferred Entity is duly qualified as a foreign corporation or other organization to do business, and, to the extent legally applicable, is in good standing, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or in good standing has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.02. Capital Structure of the Transferred Entities.

(a) The authorized capital stock or other equity interests (if applicable) and the number of issued and outstanding shares or other equity interests of each Company is set forth on Schedule 4.02(a). Subject to the entry of the Sale Order and the discharge of any applicable Lien pursuant thereto, Sellers own all of the Transferred Equity Interests, free and clear of any and all Liens, except (i) any transfer restrictions of general applicability arising under the Securities Act or any other applicable securities Laws or those arising under the organizational or governing documents of the Companies, (ii) any Lien arising out of, under or in connection with this Agreement or any other Transaction Agreement or (iii) Permitted Liens. All of the Transferred Equity Interests have been duly authorized and validly issued, are, as applicable, fully paid and nonassessable and were not issued in violation of any preemptive rights, purchase or call rights, rights of first refusal, or subscription rights. Except as set forth on Schedule 4.02(a), there are no outstanding (A) shares of capital stock or other equity interests in the Companies, or (B) options, warrants, redemption or repurchase rights, “phantom” stock rights, stock appreciate rights, stock-based performance units, or rights of conversion or other similar rights, agreements, arrangements or commitments obligating any Company to issue, deliver, offer or sell any shares of its capital stock, other equity interests or securities convertible into or exchangeable for any of the foregoing, other than as expressly provided in this Agreement. There are no voting trusts, stockholder or

² **Note to Draft:** Subject to ongoing review by the Company.

shareholder agreements, registration rights agreements, proxies or other agreements in effect with respect to the voting or transfer of the Transferred Equity Interests of any Company.

(b) The authorized capital stock or other equity interests (if applicable) and the number of issued and outstanding shares or other equity interests of each Business Subsidiary is set forth on Schedule 4.02(b). One or more of the Companies and/or the Business Subsidiaries own all of the outstanding capital stock or other equity interests of each Business Subsidiary, free and clear of any and all Liens, except (i) any transfer restrictions of general applicability arising under the Securities Act or any other applicable securities Laws or those arising under the organizational or governing documents of the Business Subsidiaries, (ii) any Lien under this Agreement or any other Transaction Agreement or (iii) Permitted Liens. All outstanding shares or other equity interests of each Business Subsidiary have been duly authorized and validly issued and, to the extent applicable, are fully paid and nonassessable and were not issued in violation of any preemptive rights, purchase or call rights, rights of first refusal, or subscription rights. Except as set forth on Schedule 4.02(b), there are no outstanding (A) shares of capital stock or other equity interests in the Business Subsidiaries, other than the equity interests of such Business Subsidiaries owned by other Transferred Entities, or (B) options, warrants, redemption or repurchase rights, “phantom” stock rights, stock appreciate rights, stock-based performance units, or rights of conversion or other rights, agreements, arrangements or commitments obligating any Business Subsidiary to issue deliver, offer or sell any of its shares, other equity interests or securities convertible into or exchangeable for any of the foregoing, other than as provided in this Agreement. There are no voting trusts, stockholder or shareholder agreements, registration rights agreements, proxies or other agreements in effect with respect to the voting or transfer of the shares or other equity interests of any Business Subsidiary.

(c) Other than (i) the Transferred Entities and (ii) with respect to LSGC, LSI, LSC, LSIPH, and LSIT, Sellers have no Subsidiaries and do not own equity interests in any other Person.

Section 4.03. Formation and Authority of Sellers; Enforceability. Each Seller is a corporation or other entity duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization. Except for such authorizations required by the Bankruptcy Court, each Seller has the requisite corporate or other appropriate power to execute, deliver and perform its obligations under this Agreement and will have prior to the Closing the requisite corporate or other appropriate power to execute, deliver and perform its obligations under the other Seller Transaction Agreements (including the consummation of the Seller Transactions). Each Seller has the requisite corporate or other appropriate power and authority to operate its business as now conducted (including the Transferred Assets and the Transferred Equity Interests) and is duly qualified as a foreign corporation or other organization to do business, and to the extent legally applicable, is in good standing in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or in good standing has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The execution, delivery and performance by each Seller of the Seller Transaction Agreements (including the consummation of the Seller Transactions) to which it is a party have been duly authorized by all requisite corporate or organizational action on the part of such Seller, and no shareholder or other similar approval is

required in connection with such Seller's execution, delivery and performance of the Seller Transaction Agreements. Except for such authorizations as may be required by the Bankruptcy Court, this Agreement has been duly executed and delivered by each Seller, and upon execution and delivery thereof, the other Seller Transaction Agreements will be duly executed and delivered by Sellers party thereto, and (assuming due authorization, execution and delivery thereof by the other parties hereto and thereto) this Agreement constitutes, and upon execution and delivery thereof, the other Seller Transaction Agreements will constitute, legal, valid and binding obligations of Sellers party thereto and be enforceable against Sellers party thereto in accordance with their respective terms, subject to the Bankruptcy and Equity Exception.

Section 4.04. No Conflict. Provided that all Consents, waivers or other actions listed on Schedule 4.04 or described in Section 4.05 have been obtained or satisfied, except as otherwise expressly provided in this Article IV and except as may result solely and exclusively from any facts or circumstances relating to Buyer or its Affiliates (other than Sellers and their Subsidiaries), the execution, delivery and performance by Sellers of the Seller Transaction Agreements (including the consummation of the Seller Transactions) do not and will not:

(i) violate or conflict with the certificate or articles of incorporation or bylaws or similar organizational or governing documents of any of Sellers or any of the Transferred Entities;

(ii) violate in any material respect any Law or Order applicable to Sellers, the Transferred Entities or the Business; or

(iii) subject to the entry of the Sale Order, violate or conflict with, result in any breach of, or constitute a violation or default (or, any event that, with notice or lapse of time, or both would constitute a default) under, or give to any Person any right to terminate, accelerate or cancel, or result in a material loss under, or the creation of any Lien on any Transferred Equity Interests, any Transferred Assets or any assets of any Transferred Entity pursuant to, (A) any Transferred Contract or (B) any material Contract to which any Transferred Entity is a party; except, in the case of this clause (iii), as would not, individually or in the aggregate, (1) have a Material Adverse Effect or (2) prevent, materially delay or materially impair Sellers' ability to consummate the Transactions or perform their obligations under the Seller Transaction Agreements.

Section 4.05. Consents and Approvals. Except as set forth on Schedule 4.05, the execution, delivery and performance by Sellers of the Seller Transaction Agreements (including the consummation of the Seller Transactions) do not and will not require any Consent, waiver, or other action from or by, or any filing with or notification to, any Government Authority by any Seller or any Transferred Entity, except (a) in connection with applicable filing, notification, waiting period or approval requirements under applicable Antitrust Laws, (b) where the lack of any such Consent, waiver, or other action or filing or notification would not reasonably be expected to have a Material Adverse Effect or materially impair any Seller's ability to consummate the Transactions or perform its obligations under the Seller Transaction Agreements or (c) as may be necessary solely and exclusively as a result of any facts or circumstances relating to Buyer or its Affiliates.

Section 4.06. Financial Statements; Absence of Certain Undisclosed Liabilities.

(a) Sellers have previously delivered to Buyer the (i) (1) unaudited consolidated balance sheet as of December 29, 2024 and the related consolidated statement of operations, changes in stockholders' equity and cash flows for the fiscal year then ended, of Sellers and their respective Subsidiaries (the "**Unaudited 2024 Annual Financial Statements**"), and (2) the audited consolidated balance sheets as of December 31, 2023, and the related consolidated statement of operations, changes in stockholders' equity and cash flows for the fiscal year then ended, of Sellers and their respective Subsidiaries (the "**Audited 2023 Annual Financial Statements**"), and (ii) unaudited consolidated balance sheets as of June 29, 2025 and the related unaudited consolidated statements of operations, changes in stockholders' equity and cash flows for the six (6)-month period then ended, of Sellers and their respective Subsidiaries (the "**Unaudited 2025 Financial Statements**", collectively and together with the Unaudited 2024 Annual Financial Statements, the "**Unaudited Financial Statements**"). The Audited 2023 Annual Financial Statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto and subject to any adjustments described therein, including in any notes thereto) and fairly present in all material respects the consolidated financial position of Sellers and their respective consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown, except as may be indicated in the notes thereto. The Unaudited Financial Statements have been prepared by Sellers and their Subsidiaries for management purposes. In the event the Unaudited Financial Statements were audited, material adjustments, including with respect to impairment of goodwill, intangible assets, and other assets, and the related tax impacts from such adjustments, may be required.

(b) Other than Liabilities (i) reflected or reserved against in the Audited 2023 Annual Financial Statements or Unaudited Financial Statements, (ii) that have arisen since June 29, 2025 in the ordinary course of business, (iii) that are Excluded Liabilities, (iv) that are Taxes, (v) that are executory obligations arising pursuant to the terms of the Transferred Contracts, (vi) incurred in connection with the Transaction or the Bankruptcy Cases or (vii) that would not reasonably be expected to have a Material Adverse Effect, there are no Liabilities of Sellers or their respective Subsidiaries with respect to the Business or the Transferred Assets that are required to be reflected on a balance sheet prepared in accordance with GAAP.

Section 4.07. Absence of Litigation.

(a) Except as set forth on Schedule 4.07(a), as of the Agreement Date, there are no Actions or Orders pending, existing or, to the Knowledge of Sellers, threatened in writing against Sellers (with respect to the Business) or relating to the Transferred Assets or the Transactions that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or that would affect, prevent, materially delay or materially impair any Seller's ability to consummate the Transactions or perform its obligations under the Seller Transaction Agreements.

(b) As of the Agreement Date, there are no Actions or Orders pending, existing or threatened in writing against the Transferred Entities (with respect to the Business).

Section 4.08. Real Property; Title.

(a) Except as set forth on Schedule 4.08(a), Sellers do not own any real property.

(b) Except for Permitted Liens, the Transferred Assets (other than any personal property leased pursuant to a Transferred Contract) are owned by Sellers or the Transferred Entities, and Sellers have good and valid title to the Transferred Assets (as applicable), and effective as of immediately following the Closing, subject to Section 2.03 and Buyer's payment of Cure Costs in accordance with Section 2.05, and subject to entry of the Sale Order, Buyer will own good and valid title to each of the Transferred Assets or will be vested with good and valid title to such Transferred Assets, as the case may be, free and clear of all Liens, to the fullest extent permissible under section 363(f) of the Bankruptcy Code.

(c) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business, all tangible assets of the Transferred Assets are (i) in good working order and condition in all material respects, ordinary wear and tear excepted, (ii) have been reasonably maintained, and (iii) are suitable in all material respects for the uses for which they are being utilized in the Transferred Assets and the Business as conducted by Sellers as of the date hereof. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business, the Transferred Assets constitute the material properties, assets and rights reasonably necessary, and are sufficient in all material respects, for, and constitute all of the material properties, assets and rights used in, the conduct of the Transferred Assets and the Business as currently conducted, taking into account the fact that the Excluded Assets shall not be acquired by Buyer pursuant to the terms of this Agreement.

Section 4.09. Compliance with Laws; Permits. The Business is being, and has been since January 1, 2023, conducted in compliance with all Laws or Orders applicable to the Business, except where the failure to so be in compliance would not reasonably be expected to have a Material Adverse Effect. Sellers and the Transferred Entities hold all licenses, franchises, permits, certificates, approvals and authorizations from Government Authorities necessary for the lawful conduct of their respective businesses.

Section 4.10. Brokers. Except for PJT Partners LP (the "**Seller Advisor**") (whose fees and expenses shall be solely borne by Sellers as an Excluded Liability), no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of Sellers or any of their Subsidiaries.

Section 4.11. Material Contracts.

(a) The Material Contracts as of the Agreement Date are set forth on Schedule 4.11. For purposes of this Agreement, "**Material Contract**" means any Contract (x) by which any of the Transferred Assets are bound or affected or (y) to which any Seller is a party or by which it is bound in connection with the Transferred Assets (in each case, excluding any Seller Employee Plans) that:

(i) relates to the acquisition or disposition of any Business (whether by merger, sale of stock, sale of assets or otherwise) for aggregate consideration under such Contract in excess of \$250,000 pursuant to which any earn-out, indemnification or deferred or contingent payment obligations remain outstanding that would reasonably be expected to involve payments by or to Sellers of more than \$250,000 after the Agreement Date (in each case, excluding for the avoidance of doubt, acquisitions or dispositions supplies, merchandise, products, equipment, properties or other assets in the ordinary course, or of supplies, merchandise, products, equipment, properties or other assets that are obsolete, worn out, surplus or no longer used or useful in the ordinary course);

(ii) is a Contract through which any Seller enters into a joint venture, partnership or similar agreement;

(iii) is a Contract (other than purchase orders) for the purchase of materials, supplies, goods, services, equipment or other assets pursuant to which Sellers would reasonably be expected to make payments of more than \$250,000 during any fiscal year;

(iv) is a Contract (other than purchase orders) for the sale of goods, products, services, or other assets pursuant to which Sellers would reasonably be expected to invoice more than \$250,000 during any fiscal year;

(v) (A) is a Contract pursuant to which any Seller or any Transferred Entity receives any license, sublicense, covenant not to sue, release, or waiver under any Intellectual Property of any third party (other than non-exclusive licenses for any third-party commercially available or off-the-shelf software with annual, aggregate fees of less than \$250,000); or (B) is Contract pursuant to which any Seller or any Transferred Entity grants any license, sublicense, covenant not to sue, release, or waiver under any Business Intellectual Property, other than any non-exclusive outbound license entered into in the ordinary course of business consistent with past practice, but excluding, in the case of each of clauses (A) and (B), any standard non-disclosure, Open Source Software license, or confidentiality agreement, in each case as entered into in the ordinary course of business consistent with past practice;

(vi) is a Contract for the sale of any of the assets of any Seller (whether by merger, sale of stock, sale of assets or otherwise) for consideration in excess of \$1,000,000 pursuant to which any Seller has continuing obligations that are material (other than (A) any Contract that is solely among Sellers and (B) any Contract for the sale of obsolete or unused inventory, equipment or similar assets);

(vii) is a Contract with a Government Authority involving an amount in excess of \$250,000;

(viii) is a lease, sublease or other Contract with respect to the Leased Real Property;

(ix) is a Contract between or among any Seller, on the one hand, and any directors, executive officers (as such term is defined in the Exchange Act) or any beneficial owner of five percent (5%) or more of any Transferred Equity Interests of any Transferred Entity (other

than Sellers) (or, to the Knowledge of Sellers, any immediate family member of any of the foregoing), on the other hand;

(x) is a settlement Contract with ongoing obligations (other than solely ongoing confidentiality obligations);

(xi) is a Contract regarding the acquisition or disposition (x) of a material portion of the business of the Transferred Entities or Transferred Assets, taken as a whole, (y) of any stock or assets that involves consideration of greater than \$1,000,000 (whether by merger, sale of capital stock or other equity interest, sale of assets or otherwise) after January 1, 2022 or (z) pursuant to which any Seller or Transferred Entity has any material unpaid earn-out or other deferred purchase price (or similar obligations or other material liabilities);

(xii) contains any provision (A) limiting, in any material respect, the right of any Seller or Transferred Entity to engage in any business, make use of any Business Intellectual Property, compete with any Person, or operate anywhere in the world, or (B) granting any exclusivity right to any third party or containing a “most favored nation” provision in favor of any third party;

(xiii) any Collective Bargaining Agreement; or

(xiv) any Contract (A) providing for the employment or engagement of any Business Service Provider, whose annual base compensation exceeds \$150,000, or (B) providing for any change in control, transaction, severance or other termination related payments or benefits to any Business Service Provider.

(b) Subject to requisite Bankruptcy Court approvals and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (subject to satisfaction by Buyer of any applicable Cure Costs) and except (i) as a result of the commencement of the Bankruptcy Cases and (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced, (A) each Material Contract is valid and binding on Sellers party and each other party thereto, and is in full force and effect, subject to the Bankruptcy and Equity Exception, (B) the applicable Seller and, to the Knowledge of Sellers, any other party thereto, have performed all obligations required to be performed by them under each Material Contract, (C) Sellers have received no written notice of the existence of any breach or default on the part of any Seller under any Material Contract, (D) there are no events or conditions that constitute, or, after notice or lapse of time or both, will constitute, a default on the part of a Seller or, to the Knowledge of Sellers, any counterparty under such Material Contract and (E) to the Knowledge of Sellers, Sellers have not received any written or oral notice from any Person that such Person intends, and, other than in connection with the Excluded Contracts, no Seller has given any written or oral notice to any such Person that such Seller intends, to terminate, cancel, rescind, repudiate or procure or not renew, any Material Contract or any provision thereof.

Section 4.12. Environmental Matters.

(a) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, (i) Sellers and the Transferred Entities are, and,

since January 1, 2022, have been, in compliance with all applicable Environmental Laws, (ii) neither any Seller nor any Transferred Entity has received any written notice alleging that any Seller or Transferred Entity is in violation of or liable under, any Environmental Law that is unresolved, (iii) Sellers and the Transferred Entities possess and are and have been in compliance with Environmental Permits, (iv) there is no Action under or pursuant to any Environmental Law or Environmental Permit that is pending or, to the Knowledge of Sellers, threatened against any Seller or Transferred Entity, (v) neither Sellers nor any Transferred Entity are subject to any Order imposed by any Government Authority pursuant to Environmental Laws under which there are uncompleted, outstanding or unresolved obligations on the part of any Seller or Transferred Entity, and (vi) there are no Hazardous Materials present at, in, on or under the Leased Real Property or any real property owned, leased or occupied by any Transferred Entity in quantities or concentrations. No Seller nor any of its respective Subsidiaries, has manufactured, distributed, treated, stored, arranged for or permitted the disposal of, transported, handled, or exposed any Person to, any Hazardous Materials, except for such action that was taken in compliance in all material respects with applicable Environmental Law or would not reasonably be expected to result in material Liability to Sellers and their respective Subsidiaries taken as a whole. No Seller nor any of its respective Subsidiaries has contractually assumed, pursuant to any acquisition, divestiture, or merger, any obligation of another Person under any Environmental Law that could reasonably be expected to result in material liability or any other material obligation to Sellers or their respective Subsidiaries under any applicable Environmental Law.

(b) Sellers have made available to Buyer, copies and results of any material reports, studies, analyses, tests, or monitoring and any other material documents or correspondence in Sellers' possession relating to environmental conditions or Liabilities under Environmental Law with respect to the operations of Sellers and their respective Subsidiaries.

Section 4.13. Taxes.

(a) Except as set forth on Schedule 4.13(a), all income and other material Tax Returns required to be filed by or with respect to each Seller Group, each Seller and each Transferred Entity have been timely filed, and each such Tax Return is true, complete and correct in all material respects.

(b) Except as set forth on Schedule 4.13(b), all income and other material Taxes required to be paid by or with respect to each Seller Group, each Seller and each Transferred Entity (whether or not shown on the returns referred to in Section 4.13(a)) have been timely paid (except Taxes or assessments that are being contested in good faith by appropriate proceedings and for which the Seller Group or the applicable Seller or Transferred Entity, as applicable, has set aside on its books adequate reserves in accordance with GAAP).

(c) Except as set forth on Schedule 4.13(c), there are no pending U.S. federal, state, local or non-U.S. audits, examinations, investigations or other administrative proceedings or court proceedings which have been commenced or threatened in writing with regard to any material Taxes or Tax Returns of any Seller Group, any Seller or any Transferred Entity. There is no material unresolved dispute or claim concerning any Tax liability with respect to any Seller Group, any Seller or any Transferred Entity either claimed or raised by any Taxing Authority in writing. There are no outstanding agreements or waivers extending the applicable statutory periods

of limitation for Taxes associated with any Seller Group, any Seller or any Transferred Entity (other than in connection with an extension for filing a Tax Return).

(d) Except as set forth on Schedule 4.13(d) or any Permitted Liens, there are no statutory Liens for Taxes upon any of the Transferred Assets or the Business, nor to the Knowledge of Sellers, is any Taxing Authority in the process of imposing any Liens for Taxes upon any of the Transferred Assets.

(e) Except as set forth on Schedule 4.13(e), each Seller Group, each Seller and each Transferred Entity has complied in all material respects with all applicable Laws relating to the collection, payment and withholding of Taxes and has, within the time and manner prescribed by Law, collected, withheld from and paid over to the appropriate Taxing Authority all material amounts required to be so collected, withheld and paid over under applicable Law.

(f) No Seller or Transferred Entity has executed or entered into any written agreement with, or obtained or applied for any written consents or written clearances or any other Tax rulings from, and there have not been any written agreements executed or entered into with any Taxing Authority, relating to Taxes, including any closing agreements (as defined in Section 7121 of the Code), IRS private letter rulings or comparable rulings of any Taxing Authority that will have any effect on the Tax Returns, Tax positions or other filings of Buyer on or after the Closing Date.

(g) No member of any Seller Group, no Seller and no Transferred Entity is, or has ever been, a participant in, or a promoter of, a “reportable transaction” within the meaning of Section 6707A(c)(1) of the Code and Section 1.6011-4(b) of the Treasury Regulations.

(h) Each member of each Seller Group, each Seller and each Transferred Entity has collected all material sales and use Taxes required to be collected, and has remitted, or will remit on a timely basis, such amounts to the appropriate Government Authorities, or has been furnished properly completed exemption certificates.

(i) Within the past three (3) years, no member of any Seller Group, no Seller and no Transferred Entity has distributed stock of another Person, or had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(j) All related party transactions to which any member of any Seller Group, any Seller or any Transferred Entity has been a party, in any taxable year for which the relevant statute of limitations (taking into account any extensions thereof) with respect to Taxes has not yet expired, have been, in all material respects, on an arms’-length basis in accordance with applicable Law, and are supported by contemporaneous transfer pricing documentation to the extent such documentation is compulsory by local Law.

Section 4.14. Employment and Benefit Matters.

(a) Schedule 4.14(a)(i) sets forth a complete and accurate list, as of a date no earlier than ten (10) days prior to the Agreement Date, of each employee of Sellers or Transferred Entities who primarily provides services in connection with the Business (each, a “**Business**

Employee”) (by name or employee identification number), including each such Business Employee’s direct employing entity, position or title, annualized base salary or hourly wage rate (as applicable), 2025 annual bonus potential (as applicable), date of hire, work location (city, state and country), part-time, full-time, temporary or other status, exempt or non-exempt status, leave status and anticipated return-to-work date (if applicable), and visa status (if not a U.S. citizen or lawful permanent resident) and date of visa expiration. Schedule 4.14(a)(ii) sets forth a complete and accurate list, as of a date no earlier than ten (10) days prior to the Agreement Date, of each Business Service Provider who is an individual independent contractor or consultant (by name of individual independent contractor or identification number), including such Business Service Provider’s hourly rate, hours worked per month, title, work location (city, state and country), engaging entity and duties. Five (5) days prior to the Closing Date, Sellers shall provide Buyer updated Schedules 4.14(a)(i) and 4.14(a)(ii) reflecting any changes to such lists as of a date no earlier than ten (10) days prior to the Closing Date.

(b) Sellers and Transferred Entities are, and for the past three (3) years have been, in compliance in all material respects with all applicable Laws pertaining to labor and employment, including but not limited to, all Laws pertaining to employment practices; occupational safety and health; wage and hours; the classification of U.S.-based employees as exempt and non-exempt under the Fair Labor Standards Act and any state, provincial or local laws governing wages, hours, and/or overtime pay; the classification of independent contractors; data privacy and data protection; immigration; workers’ compensation; terms and conditions of employment, overtime, minimum wage, meal and rest breaks, and hours of work; timely payment of wages, paid time off, equal pay, leaves of absence, reporting obligations, registrations, statutory holiday pay requirements, unemployment insurance, discrimination, harassment, and retaliation; equal employment opportunities; disability; labor relations; employee benefits; background and credit checks; and family and medical leave.

(c) For the past three (3) years, Sellers and the Transferred Entities have not had any liability for noncompliance with or failed to provide advance notice of any “mass layoff” or “plant closing” as required by the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar state, provincial or local law, and any similar applicable Law for employees outside the U.S., regarding “plant closings” or the “mass layoffs” of employees (together, “**WARN Act**”) and no “mass layoff” or “plant closing” is currently contemplated.

(d) Except as set forth on Schedule 4.14(d), Sellers and the Transferred Entities are not party to or subject to any Collective Bargaining Agreement or other similar Contract, including imposed terms and conditions of employment with any labor union, labor organization, works council or similar employee representative body, and no such agreement is being negotiated as of the date hereof. Neither Sellers nor any of the Transferred Entities has experienced, with respect to the Business, any strike, concerted work slowdown, work stoppage, interruption of work or material grievance, claim of unfair labor practices, other collective bargaining dispute or other union organizing activities in the past three (3) years and none are pending or threatened. Neither the execution of this Agreement nor the consummation of the Transactions will result in a breach of any Collective Bargaining Agreement nor require the consent of, or provision of notice to, any such body representing employees.

(e) There has not been any Action related to, or, to the Knowledge of Sellers, any allegations of or relating to, sex-based discrimination, sexual harassment or sexual misconduct, or breach of any policy of Sellers or the Transferred Entities relating to the foregoing, in each case, involving Sellers or the Transferred Entities or any Business Service Provider, nor has there been, in the past three (3) years, to the Knowledge of Sellers, any settlements or similar out-of-court or pre-litigation arrangements relating to any such matters, nor to the Knowledge of Sellers has any such Action been threatened in the past three (3) years.

(f) Schedule 4.14(f) sets forth a true and complete list as of the date hereof of all Assumed Seller Employee Plans. Sellers have made available to Buyer true and complete copies of the following with respect to each Assumed Seller Employee Plan, as applicable: (i) plan documents, amendments, prospectuses or summary plan descriptions (including summaries of material modifications) and related trust agreements, insurance contracts, material administrative agreements or other funding arrangements and amendments thereto, (ii) all material filings, documents and correspondence with all Government Authorities for the past three (3) years, (iii) the latest financial statements and actuarial reports, (iv) the most recent favorable determination or opinion letter from the IRS, and (v) the annual returns/reports (Form 5500) and accompanying schedules and attachments thereto for the most recently completed plan year. All required reports and descriptions (including Form 5500 Annual Reports, Summary Annual Reports, and Summary Plan Descriptions) have been filed or distributed with the applicable requirements of ERISA and the Code with respect to each Seller Employee Plan.

(g) Each of the Assumed Seller Employee Plans that are intended to be qualified under Section 401(a) of the Code either has received a favorable determination letter from the IRS or is adopted from a prototype plan that may rely on a favorable opinion letter from the IRS, and no circumstances exist that would reasonably be expected to result in any such letter being revoked. Each Assumed Seller Employee Plan has been maintained, funded and administered, in all material respects, in accordance with its terms and the requirements of the Code, ERISA and all applicable Laws. Neither Sellers nor any Transferred Entities, nor any other Person, has engaged in any “prohibited transactions” (as defined in Section 4975 of the Code or Section 406 of ERISA) or breaches of fiduciary duty (as determined under ERISA) with respect to any Assumed Seller Employee Plan. Neither Sellers nor any Transferred Entities has incurred any material Tax or other material Liability pursuant to Section 4980B, 4980D, 4980H, 6721 or 6722 of the Code.

(h) All contributions, premium and other payments required to have been paid to any Assumed Seller Employee Plan by Sellers or the Transferred Entities have been timely paid in all material respects, and all such contributions or payments that are not yet due have been paid or properly accrued to the extent required to be accrued under applicable accounting principles.

(i) No Assumed Seller Employee Plan is, and Sellers, Transferred Entities and their ERISA Affiliates do not maintain, sponsor, contribute to, or have any obligation to contribute to, or have any liability (contingent or otherwise) with respect to, and within the last six (6) years, have not sponsored, maintained, contributed to or had any obligation to contribute to or any liability (contingent or otherwise) with respect to, (i) subject to Title IV of ERISA or Section 412 of the Code, (ii) a “defined benefit plan” (as defined in Section 3(35) of ERISA) or any other plan that is or was subject to Section 302 or Title IV of ERISA, (iii) a “multiemployer plan” (within the

meaning of Section 3(37) of ERISA), (iv) a “multiple employer plan” (within the meaning of Section 413 of the Code), (v) a plan or arrangement that provides or promises to provide postretirement or post-termination health or welfare insurance or other similar benefits (other than health continuation coverage required by Part 6 of Subtitle B of Title I of ERISA or Section 4980B of the Code), (vi) a “multiple employer welfare arrangement” within the meaning of Section 3(40) of ERISA, (vii) an “employee pension benefit plan” within the meaning of Section 3(2) of ERISA and that is not intended to be qualified under Section 401(a) of the Code or (viii) a non-U.S. pension plan.

(j) There are no pending, and in the past three (3) years there have been no, claims by or on behalf of any Assumed Seller Employee Plan, by any Business Service Provider or beneficiary covered under any such Assumed Seller Employee Plan, or otherwise involving any Assumed Seller Employee Plan (other than routine claims for benefits) that could reasonably result in the imposition of any material Liability upon Buyer or the Transferred Entities.

(k) Except as set forth on Schedule 4.14(k), neither the execution, delivery, or the performance of this Agreement nor the consummation of the Transactions (alone or in conjunction with any other event) will (i) accelerate the time of payment or vesting or increase the amount of, or trigger any funding of, compensation or benefits under any Seller Employee Plan or otherwise, (ii) result in any compensation or benefit, including any bonus, retention or severance, becoming due to any Business Service Provider, (iii) entitle any Person to any payment, forgiveness of indebtedness, vesting, distribution, or increase in compensation or benefits under or with respect to any Assumed Seller Employee Plan, (iv) result in any breach or violation of, or default under, or limit any Seller’s, any Transferred Entity’s or, following the Closing, Buyer’s right to amend, modify, merge or terminate, any Seller Employee Plan or (v) result in any payment, right or benefit that would (A) not be deductible under Section 280G of the Code and/or (B) could result in any excise tax on any “disqualified individual” (within the meaning of Section 280G of the Code) under Section 4999 of the Code. No Seller or Transferred Entity has any obligation to gross-up or reimburse any current or former director, officer, manager, employee, contractor or consultant of such Seller for any Taxes or related interest or penalties incurred by such individual, including under Section 4999, 409A or 105(h) of the Code.

Section 4.15. Insurance. Schedule 4.15 sets forth all material insurance policies covering the property, assets, Business Employees, and operations of the Business (including policies providing property, casualty, liability and workers’ compensation coverage). Such policies are in full force and effect. Sellers have paid all premiums on such policies due and payable prior to the Agreement Date. To the Knowledge of Sellers, Sellers have not done anything by way of action or inaction that invalidates any such policies in whole or in part.

Section 4.16. Intellectual Property; Data Security and Privacy.

(a) A complete and accurate list of all (i) Assigned Registered IP is set forth on Schedule 2.02(a)(v) and (ii) Business Registered IP is set forth on Schedule 4.16(a), in each case, specifying as to each such item, as applicable, the (A) owner (and, with respect to any and all domain name registrations, the applicable registrar), (B) jurisdiction to which the application or registration applies, (C) application or registration number and (D) application or registration date. All of the Business Registered IP that have been the subject of an application filed with, issued by,

or registered with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar governmental office, agency or registrar anywhere in the world, are (and will be, as of the Closing) registered in the name of a Seller or a Transferred Entity. Sellers and the Transferred Entities have paid all registration, maintenance and renewal fees, and have made all filings required to maintain their respective ownership of, the Business Registered IP.

(b) All Owned Business Intellectual Property are subsisting, valid and in full force and effect. A Seller or a Transferred Entity solely and exclusively owns all of the rights, title and interest in and to the Owned Business Intellectual Property, including all Business Registered IP, free and clear of all Liens (other than Permitted Liens), and have valid, binding and written licenses to use, free and clear of all Liens (other than Permitted Liens), all Licensed Business Intellectual Property. The consummation of the Transactions shall not (i) adversely impact, restrict, extinguish or otherwise impair any Business Intellectual Property in any material respect or (ii) encumber any of the Intellectual Property licensed or owned by Buyer or any of its Affiliates in any material respect.

(c) The Business Intellectual Property constitutes all Intellectual Property used or held for use in, or otherwise necessary for, the conduct of the Business as currently conducted.

(d) Except as would not reasonably be expected to be material to the Business, taken as a whole, each present or past employee, officer, consultant or any other Person who developed any Intellectual Property for or on behalf any Seller or Transferred Entity has executed a written Contract with such Seller or Transferred Entity under which such Person presently conveys and assigns to such Seller or Transferred Entity, as applicable, any and all right, title and interest in and to all Intellectual Property developed by such Person in connection with such Person's employment or engagement by such Seller or Transferred Entity. To the Knowledge of Sellers, no such Contracts have been breached or violated.

(e) Except as set forth on Schedule 4.16(e), no Actions are pending or, to the Knowledge of Sellers, threatened against any Seller or Transferred Entity, and in the past three (3) years, neither any Seller nor any of the Transferred Entity has received any written notice or claim, (i) challenging the ownership, validity, enforceability or use by any Seller or Transferred Entity of any Business Intellectual Property or (ii) alleging that any Seller or Transferred Entity is infringing, misappropriating or otherwise violating, or has infringed misappropriated or otherwise violated, the Intellectual Property of any Person.

(f) In the past three (3) years, (i) to the Knowledge of Sellers, no Person has infringed, misappropriated or otherwise violated, or is infringing, misappropriating or otherwise violating, any Business Intellectual Property and (ii) none of Sellers, the Transferred Entities or the operation of the Business has violated, misappropriated or infringed or is violating, misappropriating or infringing, the Intellectual Property of any other Person in any material respect.

(g) No Business Software and no Software otherwise distributed by the Business contains or is derived from, linked with, called by, or combined or distributed with third-party Open Source Software in a manner that requires that such Software be (i) distributed or made available to any third party in source code form; (ii) licensed to any third party for the purpose of

modification or redistribution or making derivative works; (iii) licensed to any third party at no charge; or (iv) licensed under terms that allow reverse engineering, reverse assembly or disassembly of any kind. Without limiting the foregoing, Sellers and the Transferred Entities have been in compliance, in all material respects, with all terms and conditions of any and all licenses for Open Source Software. Neither any Seller nor any of the Transferred Entities have (A) granted, directly or indirectly, to any other Person any current or contingent rights, licenses or interests in or to any source code of any Business Software or otherwise have deposited, or could be required to deposit, into escrow the source code of any Business Software or (B) provided or disclosed any source code of any Business Software to any person or entity. No source code of any Business Software has been released to any Person, or is entitled to be released to any Person, by any escrow agent. The consummation of the Transactions will not trigger the release of any source code of any such source code.

(h) Except as would not reasonably be expected to be material to the Business, taken as a whole, none of the Business Software or Software otherwise distributed by the Business contains any viruses, undocumented or unauthorized portals or other access (including backdoors), worms, time-bombs, key-locks, keylogs, or any other devices, codes or commands that could materially disrupt or interfere with the operation of such Software or equipment upon which such Software operates.

(i) Sellers and the Transferred Entities have taken all reasonable steps in accordance with normal industry practice to maintain, enforce and protect the confidentiality of all Owned Business Intellectual Property, the value of which to the Business is contingent upon maintaining the confidentiality thereof (including all data and Software included in the Owned Business Intellectual Property). No such Owned Business Intellectual Property have been disclosed other than to employees, contractors, consultants, representatives and agents of any Seller or Transferred Entity, all of whom are bound by valid, binding, written and enforceable confidentiality agreements. To the Knowledge of Sellers, no such agreements have been breached or violated.

(j) The Business Systems operate and perform in material compliance with their documentation and functional specifications and otherwise in a manner that permits Sellers and the Transferred Entities to conduct the Business as currently conducted. Sellers and the Transferred Entities have taken all reasonable actions, consistent with current industry standards, to protect the confidentiality, integrity and security of the Business Systems (and all information and transactions stored or contained therein or transmitted thereby) against any Security Breach, including the implementation of (i) technical and organizational measures and (ii)(A) data backup, (B) disaster avoidance and recovery, (C) business continuity and (D) encryption and other security procedures, protocols and technologies. Except as would not reasonably be expected to be material to the Business, taken as a whole, in the past three (3) years, there has been no Security Breach involving any Personal Data in the possession or control of any Seller or Transferred Entity or any of the Business Systems. Neither any Seller nor any of the Transferred Entities have been required, in the past three (3) years, under any Applicable Data Protection Requirement to provide any notice to any Government Authority or Person in connection with any Security Breach.

(k) Sellers and the Transferred Entities have at all times in the past three (3) years complied, and are currently in compliance, in all material respects with all Applicable Data

Protection Requirements. No Action is pending or, to the Knowledge of Sellers, threatened against any Seller or Transferred Entity by any Person alleging a violation of any Applicable Data Protection Requirement or such Person's privacy, personal or confidentiality rights. Sellers and the Transferred Entities have used commercially reasonable efforts to ensure that all service providers, data processors and other third parties that process any Personal Data on behalf of any Seller or Transferred Entity are bound by valid, binding, written and enforceable agreements including all terms required by Applicable Data Protection Requirements and requiring such third parties to comply with Applicable Data Protection Requirements and to maintain the privacy, security and confidentiality of such Personal Data. The consummation of the Transactions will not breach any Applicable Data Protection Requirement.

Section 4.17. Related Party Transactions. Except as set forth on Schedule 4.17, (a) there are no Transferred Contracts by and between any Seller and (i) any Affiliates of, or holder of five percent (5%) or more of the equity of, any Seller, (ii) any director or officer of any Seller or of any Person referenced in clause (i), or (iii) any "associate" or "immediate family" member (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Securities Exchange Act of 1934) of any Person referenced in clause (i) or (ii) (the Persons referenced in clauses (i), (ii) and (iii) collectively, the "**Seller Related Parties**") and (b) no Seller has otherwise entered into any transactions or other arrangements with any Seller Related Parties that will be binding on Buyer or the Transferred Equity Interests after the Closing Date.

Section 4.18. Obligations Under Loan Documents. As of the Agreement Date, approximately (i) \$[] is due and owing under the First Lien Credit Agreement, (ii) \$[] is due and owing under Second Lien Credit Agreement and (iii) \$[] is due and owing under the Third Lien Credit Agreement.³

Section 4.19. Regulatory Matters; Product Liability.

(a) Except as would not reasonably be expected to have a Material Adverse Effect: (i) the Products are in compliance with all current applicable Healthcare Laws; (ii) each Seller and its Subsidiaries are in compliance with all applicable Healthcare Laws relating to the sourcing, procurement, and the import of raw materials for the Products and the methods and materials used in, and the facilities and controls used for, the design, manufacture, processing, packaging, labeling, storage, distribution, export, and import, if applicable, of the Products; (iii) each Seller and its Subsidiaries has received confirmation from the Notified Body that a formal application for conformity assessment of the Products has been accepted and that the Products may continue to be placed on the market of the European Union countries until [December 31, 2028]; and (iv) since January 1, 2023, all such raw materials and all Products have been sourced, procured, processed, manufactured, packaged, labeled, stored, handled, distributed, exported, and imported, if applicable, by Sellers and their Subsidiaries in compliance with all applicable Healthcare Laws.

(b) Except as would not reasonably be expected to have a Material Adverse Effect: (i) all preclinical and clinical investigations sponsored by or on behalf of any Seller or its Subsidiaries with respect to any Product are being, and since January 1, 2023, have been, conducted in compliance with applicable Healthcare Laws, [including Good Clinical Practices and

³ **Note to Draft:** To be confirmed with 1L, 2L and 3L agents.

Good Laboratory Practices requirements], and federal and state Laws restricting the use and disclosure of individually identifiable health information; and (ii) each Seller and its Subsidiaries complies with, and since January 1, 2023, has complied with, all requirements under the Laws relating to monitoring and reporting of adverse events during clinical trials.

(c) No Seller nor any of its Affiliates have received any written communications alleging violations of applicable Laws (including applicable Healthcare Laws), including regulatory or warning letters and [Section 305 notices] and similar letters or notices, from any Regulatory Authority relating to the Products, including with respect to the Materials.

(d) There are no pending, or to the Knowledge of Sellers, threatened, regulatory actions of any sort (other than non-material routine or periodic inspections or reviews) against any Seller or any of its Subsidiaries, with respect to the Products or any Person that manufactures, develops, researches, supplies or otherwise collaborates with any Seller or any of its Affiliates, with respect to the Products or any of the Materials by any Regulatory Authority, except as would not reasonably be expected to be material to Sellers and their Subsidiaries, taken as a whole.

(e) No action has been taken by any Government Authority or, to the Knowledge of Sellers, is in the process of being taken that would materially halt or enjoin the development, manufacturing, or marketing of the Products or the operation of the business of Sellers or any of their Subsidiaries or subject the development, manufacturing, or marketing of the Products or any Seller or any of its Subsidiaries to material regulatory enforcement action.

(f) No Seller nor any of its Subsidiaries nor, to the Knowledge of Sellers, any of their directors, officers, employees, personnel, agents, contractors or subcontractors with respect to the Products or any of the Materials has, been investigated for, charged with or convicted of any crime or engaged in any conduct for a violation of federal or state Law related to fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, obstruction of an investigation of controlled substances, or has been debarred, excluded or suspended from participation by any Regulatory Authority (nor is any such debarment, exclusion or suspension pending), or been subject to any Order or consent decree of, or criminal or civil fine or penalty imposed by, any Government Authority except, in each case of this Section 4.19(f), as would not be material to Sellers and their Subsidiaries, taken as a whole.

(g) No Seller nor any of its Affiliates have received from any Regulatory Authority any (i) inspection reports, (ii) [FDA Form 483 observations, notices of adverse findings, warning letters, untitled letters, minutes of meetings] or (iii) other material correspondence from any Regulatory Authority, in each case concerning the Products, in which any Regulatory Authority asserted that the operations of any Seller or any of its Affiliates are not in compliance with applicable Laws, including applicable Healthcare Laws. No Seller nor any of its Affiliates are a party to or subject to, any corporate integrity agreements, monitoring agreements, consent decrees, deferred prosecution agreements, settlement orders or similar contracts with or imposed by any Regulatory Authority related to any Healthcare Law concerning the Products, and no such contract or arrangement is currently pending or, to the Knowledge of Sellers, threatened.

(h) Except as would not be material to Sellers and their Subsidiaries, taken as a whole, since January 1, 2022, each Seller and its Subsidiaries have maintained records relating to

the development, manufacture, testing, storage, handling, labeling, packaging, sale, marketing, promotion, distribution, import or export of the Products in material compliance with all applicable Healthcare Laws. Except as would not be material to Sellers and their Subsidiaries, taken as a whole, each Seller and its Subsidiaries and each of their respective contractors and agents have submitted to the FDA, Notified Bodies and all other applicable regulatory authorities, all applications, reports, documents, claims, authorizations, amendments, modifications, notices, declarations, listings, registrations, and other information required to be filed, maintained or furnished to the FDA, Notified Bodies and all other applicable regulatory authorities, including the institutional review boards, or accreditation bodies, all required supplemental applications, 510(k) premarket notifications, CE Mark applications, pre-market approval applications and de novo classification requests, as applicable, notices, filings and annual or other reports and information. All such applications, reports, documents, claims, authorizations, amendments, modifications, notices, declarations, listings, registrations, and other information were in material compliance with applicable Laws when filed, maintained or furnished and were complete and accurate in all material respects on the date filed (or were corrected by a subsequent filing) and no material deficiencies have been asserted by any applicable Government Authority with respect to any such applications, reports, documents, claims, authorizations, amendments, modifications, notices, declarations, listings, registrations, and other information, nor to the Knowledge of Sellers do any facts or circumstances exist that would be reasonably likely to cause any Government Authority to take action to materially limit, suspect, materially modify, or revoke any material authorizations. Any updates, changes, corrections or modifications to such documents required under applicable Law, which are required to be submitted by such applicable Law, have been submitted in a timely and complete manner.

(i) Except as would not be material to Sellers and their Subsidiaries, taken as a whole, (i) each Seller and its Subsidiaries, and each Product being manufactured, marketed, or distributed, is in compliance in all respects with the regulations for medical device reporting set forth in [21 C.F.R. Part 803], and reports of corrections and removal under [21 C.F.R. Part 806], and any similar Law; (ii) since January 1, 2022, each Seller and its Subsidiaries has promoted, marketed, and continues to promote and market Products only for uses cleared or approved for such Product, to the extent such clearance or approval is required, by the FDA or other Government Authority; and (iii) no litigation or Government Authority enforcement action or investigation is pending or threatened with respect to Sellers and their Subsidiaries' compliance with the requirements under Healthcare Laws, or Sellers or their Subsidiaries' promotional practices.

(j) All Products and all services related thereto have been manufactured, marketed, promoted, sold and delivered in conformity with all applicable Laws and express and implied warranties. No Seller nor any of its Affiliates have had a claim asserted or, to the Knowledge of Sellers, threatened against it asserting any liability arising out of any injury to individuals or property as a result of ownership, possession or use of the Products or the Materials or that a Product or any services related thereto are defective or fail to meet any requirements of applicable Laws or express and implied warranties.

(k) There have been no seizures conducted or, to the Knowledge of Sellers, threatened by the FDA or any other Government Authority, relating to the Products. No Seller nor any of its Affiliates have, of its own accord or at the request of any Government Authority, initiated, conducted, or issued a recall, market withdrawal, including with respect to any Materials.

No Seller nor any of its Subsidiaries nor, to the Knowledge of Sellers, any regulatory authority has issued a safety alert, field notification, notification of misbranding or adulteration or other warning relating to any Products. No Seller nor any of its Affiliates have any plans to conduct a recall or similar field action relating to any Products and, to the Knowledge of Sellers, there are no (A) plans by any Person other than Sellers or any of their Affiliates to conduct a recall or other field action relating to any Products or (B) threatened involuntary recalls, investigations or similar events relating to any Products. To the Knowledge of Sellers, there is no material act, omission, event or circumstance relating to the activities of any Seller or its Subsidiaries, or any directors, officers, employees, contractors or agents of any Seller or its Subsidiaries, or their conduct that would reasonably be expected to (i) cause the withdrawal or recall, or require suspension or additional approvals or clearances, of any Products, (ii) require a change in the manufacturing, marketing classification, labeling or intended use of any such Products, (iii) require the termination or suspension of marketing or sale of any such Products or (iv) give rise to or lead to any Action, complaint, inspection, notice, demand letter, warning or untitled letter, request for information or any associated liability with regard to the Products.

(1) All manufacturing operations for the Products conducted by or on behalf of Sellers and their Subsidiaries have been and are being conducted in compliance with the Quality System Regulations promulgated in [21 C.F.R. Part 820] and any similar requirements of the FDA, Notified Bodies and any other Product regulatory authority. To the Knowledge of Sellers, no Products or any of the Materials manufactured or distributed is or has been (i) adulterated within the meaning of [21 U.S.C. § 351] (or similar Laws), including applicable requirements of [21 C.F.R. Part 820] (ii) misbranded within the meaning of [21 U.S.C. § 352] (or similar Laws) or (iii) a product that is in violation of [21 U.S.C. § 360] (or similar Laws).

Section 4.20. No Other Representations or Warranties. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Disclosure Schedules), the other Transaction Agreements or any certificate delivered pursuant to any Transaction Agreement, none of Sellers or any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of Sellers, the Transferred Entities or any of their respective Affiliates, including any representation or warranty regarding any Seller, any Transferred Entity or any other Person, the Transferred Equity Interests, any Assets, any Transferred Assets, any Liabilities of any Seller or Transferred Entity, including any Assumed Liabilities, the Business, any Transaction, any other rights or obligations to be transferred pursuant to the Transaction Agreements or any other matter, and Sellers hereby disclaim all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of any Seller, any Transferred Entity or any other Person, including any of their respective Representatives. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Disclosure Schedules), the other Transaction Agreements or any certificate delivered pursuant to any Transaction Agreement, each Seller hereby (a) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Transferred Assets, the Assets or the Business, and (b) disclaims all Liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, Data or information made, communicated or furnished (orally or in writing, including electronically) to Buyer or any of Buyer's Affiliates or any Representatives of Buyer or any of Buyer's Affiliates (including any opinion, information,

projection, or advice that may have been or may be provided to Buyer by any Representative of Sellers or the Transferred Entities, respectively), including omissions therefrom. Without limiting the foregoing, no Seller makes any representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to Buyer or any of its Affiliates or any Representatives of Buyer of any of its Affiliates regarding the probable success, profitability or value of the Transferred Entities, the Transferred Assets or the Business.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Sellers that, as follows:

Section 5.01. Formation and Authority of Buyer; Enforceability. Buyer is a corporation or other entity duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization and has the requisite corporate or other appropriate power and authority to execute, deliver and perform its obligations under this Agreement and will have prior to the Closing the requisite corporate or other appropriate power and authority to execute, deliver and perform its obligations under the other Buyer Transaction Agreements (including the consummation of the Buyer Transactions). The execution, delivery and performance of the Buyer Transaction Agreements by Buyer (including the consummation of the Buyer Transactions) have been duly authorized by all requisite corporate or organizational action on the part of Buyer, and no shareholder or other similar approval is required in connection with Buyer's execution, delivery and performance of the Buyer Transaction Agreements. This Agreement has been, and upon execution and delivery thereof, the other Buyer Transaction Agreements will be, duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and upon execution and delivery thereof, the other Buyer Transaction Agreements will constitute, legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, subject to the Bankruptcy and Equity Exception.

Section 5.02. No Conflict. Provided that all Consents, waivers and other actions described in Section 5.03 have been obtained or satisfied, except as otherwise expressly provided in this Article V and except as may result solely and exclusively from any facts or circumstances relating to Sellers and their Subsidiaries, the execution, delivery and performance by Buyer of the Buyer Transaction Agreements (including the consummation of the Buyer Transactions) do not and will not:

- (a) violate or conflict with the certificate or articles of incorporation or bylaws or similar organizational or governing documents of Buyer;
- (b) violate in any material respect any Law or Order applicable to Buyer; or
- (c) violate or conflict with, result in any breach of, or constitute a violation or default (or, any event that, with notice or lapse of time, or both would constitute a default) under, or give to any Person any right to terminate, accelerate or cancel, or result in any material loss

under, or the creation of any Lien on any material assets or material properties of Buyer pursuant to, any material Contract to which Buyer or any of its Subsidiaries or Affiliates is a party or by which any of such material assets or material properties is bound, except for any such conflicts, violations, terminations, cancellations, breaches, defaults, accelerations, or Liens as would not prevent, materially delay or materially impair Buyer's ability to consummate the Transactions or perform its obligations under the Buyer Transaction Agreements.

Section 5.03. Consents and Approvals. The execution, delivery and performance by Buyer of the Buyer Transaction Agreements (including the consummation of the Buyer Transactions) do not and will not require any Consent, waiver, or other action from or by, or any filing with or notification to, any Government Authority by Buyer, except (a) in connection with applicable filing, notification, waiting period or approval requirements under applicable Antitrust Laws, (b) where the lack of any such Consent, waiver, or other action or filing or notification would not prevent, materially delay or materially impair Buyer's ability to consummate the Transactions or perform its obligations under the Buyer Transaction Agreements or (c) except as may result solely and exclusively from any facts or circumstances relating to Sellers and their Subsidiaries.

Section 5.04. Absence of Litigation. As of the Agreement Date, there are no Actions or Orders pending, existing or, threatened in writing that would prevent, materially delay or materially impair Buyer's ability to consummate the Transactions or perform its obligations under the Buyer Transaction Agreements.

Section 5.05. Financial Ability. Buyer has, and will have at the Closing, (a) sufficient immediately available funds and the financial ability to pay all Cure Costs and any costs and expenses incurred by Buyer pursuant to, or in connection with the negotiation, execution or performance of the Transaction Agreements and (b) the resources and capabilities (financial and otherwise) to perform its obligations under the Buyer Transaction Agreements.

Section 5.06. Investigation. Buyer acknowledges and agrees that it (a) has completed such inquiries and investigations as it has deemed appropriate into, and, based thereon, has formed an independent judgment concerning, the Transferred Entities, the Transferred Equity Interests, the Assets, the Liabilities of the Transferred Entities, the Transferred Assets, the Assumed Liabilities, the Business and the Transactions, and any other rights or obligations to be transferred, directly or indirectly, pursuant to the Transaction Agreements and (b) has been furnished with, or given access to, all such projections, forecasts, estimates, appraisals, statements, promises, advice, Data or information about Sellers, the Transferred Entities, the Transferred Equity Interests, the Assets, the Liabilities of the Transferred Entities, the Transferred Assets, the Assumed Liabilities, the Business and any other rights or obligations to be transferred, directly or indirectly, pursuant to the Transaction Agreements, as it has requested or otherwise requires to enter into this Agreement. Buyer further acknowledges and agrees that (x) the only representations and warranties made by Sellers are the representations and warranties expressly set forth in Article IV (as modified by the Disclosure Schedules) and Buyer has not relied upon, and will not rely upon, any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, Data or information made, communicated or furnished by or on behalf of each Seller or any of its Affiliates, any Representatives of each Seller or any of its Affiliates or any other Person, including any projections, forecasts, estimates, appraisals,

statements, promises, advice, Data or information made, communicated or furnished by or through the Seller Advisor, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and that Buyer will not have any right or remedy arising out of any such representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, Data or information and (y) any claims Buyer may have for breach of any representation or warranty shall be based solely on the representations and warranties of each Seller expressly set forth in Article IV (as modified by the Disclosure Schedules), subject to the exclusive remedies set forth herein. Except as otherwise expressly set forth in this Agreement, Buyer understands and agrees that the Transferred Entities, the Assets, the Business, the Transferred Assets and the Assumed Liabilities are being transferred on a “where-is” and, as to condition, “as-is” basis subject to the representations and warranties contained in Article IV (as modified by the Disclosure Schedules) without any other representations or warranties of any nature whatsoever.

Section 5.07. Securities Matters. The Transferred Equity Interests are being acquired by Buyer for its own account, and not with a view to, or for the offer or sale in connection with, any public distribution or sale of the Transferred Equity Interests or any interest in them. Buyer has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of its investment in the Transferred Equity Interests, and Buyer is capable of bearing the economic risks of such investment, including a complete loss of its investment in the Transferred Equity Interests. Buyer acknowledges that the Transferred Equity Interests have not been registered under the Securities Act, or any state securities Laws, and understands and agrees that it may not sell or dispose of any of the Transferred Equity Interests except pursuant to a registered offering in compliance with, or in a transaction exempt from, the registration requirements of the Securities Act and any other applicable state, foreign or federal securities Laws.

Section 5.08. No Other Representations or Warranties. Except for the representations and warranties expressly set forth in this Article V, the other Transaction Agreements or any certificate delivered pursuant to any Transaction Agreement, neither Buyer nor any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of Buyer or any of its Affiliates, and Buyer hereby disclaims all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of Buyer or any other Person, including any of their respective Representatives.

ARTICLE VI

ADDITIONAL AGREEMENTS

Section 6.01. Conduct of Business Before the Closing. Buyer acknowledges that, following the commencement of the Bankruptcy Cases, Sellers and the Transferred Entities will be operating the Business in the context of the Bankruptcy Cases. Subject to the foregoing, except (a) as required by applicable Law, by Order of the Bankruptcy Court or to the extent required in connection with the Bankruptcy Cases, (b) as expressly required by the terms of any Transaction Agreement or (c) for matters identified on Schedule 6.01, during the Pre-Closing Period:

(i) Each Seller shall, and shall cause the Transferred Entities to, and in each case subject to the terms and conditions of the Cash Collateral Orders (including any budget(s) in connection with any use of cash collateral), (A) other than in connection with the Bankruptcy Cases, operate the Business in the ordinary course of business, consistent with past practice, (B) use commercially reasonable efforts to maintain the Transferred Assets and the Assets in their current condition (subject to ordinary wear and tear), (C) preserve in all material respects the present business operations, organization and goodwill of the Business and present relationships with material customers and material suppliers and other material commercial counterparties of the Business, (D) maintain the books, accounts and records relating to the Transferred Assets and Assumed Liabilities in accordance with past custom and practice in all material respects, (E) comply, in all material respects, with all applicable Laws and Orders applicable to the Transferred Assets and Assumed Liabilities, (F) pay applicable Taxes as they become due and payable under applicable Laws and (G) provide Buyer with copies of any material correspondence received from any Government Authority with respect to any Transferred Assets as soon as reasonably practicable, but in no event later than two (2) Business Days after Sellers' receipt thereof; and

(ii) [unless Buyer otherwise consents in writing (which consent Buyer may withhold or grant in its sole discretion), each Seller shall, and shall cause the Transferred Entities and its other Subsidiaries to, not do any of the following:

(A) adopt or effect any change in any organizational or governing document;

(B) create, grant or incur any Lien on (1) the Transferred Equity Interests or (2) except in the ordinary course of business consistent with past practice, any material Assets or Transferred Assets (in each case, whether tangible or intangible), in each case, other than a Permitted Lien or a Lien that will be discharged at or prior to the Closing;

(C) merge or consolidate any Seller or any Transferred Entity or any of their respective Subsidiaries with any other Person;

(D) restructure, reorganize or completely or partially liquidate or otherwise enter into any agreements or arrangements imposing material changes or restrictions on the respective assets, operations or businesses of any Seller or any Transferred Entity;

(E) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any corporation, partnership, limited liability company or other business organization, business or division or any securities or interests in any business organization;

(F) make any investment in, or any loan, advance or capital contribution to, any Person or enter into any joint venture, partnership or other similar arrangement;

(G) acquire, directly or indirectly, any assets or properties, other than (1) raw materials and supplies in the ordinary course of business and (2) assets and property the value of which does not exceed \$250,000;

(H) other than with respect to Intellectual Property (which is specifically addressed in subclause (I) below), sell, transfer or otherwise dispose of any assets or properties (including any Transferred Assets) for consideration in excess of \$100,000, other than sales of inventory and immaterial obsolete equipment in the ordinary course of business;

(I) sell, assign, license, sublicense, abandon, allow to lapse, transfer or otherwise dispose of, or create or incur any Lien on, or otherwise fail to take any commercially reasonable action necessary to maintain or protect, any Business Intellectual Property, other than a Permitted Lien incurred in the ordinary course of business;

(J) except to the extent expressly permitted by the Credit Agreements, incur, issue or otherwise become responsible for any Debt;

(K) except to the extent necessary in connection with the Bankruptcy Cases, assume, grant, guarantee or endorse, or otherwise become responsible for, the obligations of any Person;

(L) issue, sell, pledge, dispose of, grant, transfer, encumber, or authorize the issuance, sale, pledge, disposition, grant, transfer or encumbrance of, or amend or modify the terms of any shares of, or other equity interests in, the Transferred Entities, or securities convertible into or exchangeable for such shares or equity interests (other than, in each case, the issuance or sale of shares of, or other equity interest in, one Transferred Entity to another Transferred Entity), or issue or grant any options, warrants, calls, subscription rights or other rights of any kind to acquire such shares, other equity interests or securities;

(M) reclassify, split, combine, subdivide or redeem, purchase or otherwise acquire, directly or indirectly, any shares of, or other equity interests in, the Transferred Entities, or securities convertible into or exchangeable for such shares or equity interests;

(N) (1) enter into (including by assignment or acquisition), amend or modify, fail to renew, waive compliance with, settle any claim with respect to, or take affirmative actions to terminate any Transferred Contract, or otherwise waive, release or assign any material rights, claims or benefits under any such Transferred Contract or (2) reject any Transferred Contract or other material Contract or seek Bankruptcy Court approval to do so;

(O) other than the Bankruptcy Cases, take any action to initiate any bankruptcy, insolvency, reorganization or moratorium proceeding of any character, including bankruptcy, receivership, reorganization, composition, administration or an arrangement with creditors, voluntary or involuntary, of any Seller or any Transferred Entity or any of their respective Subsidiaries or any of their respective assets or properties;

(P) with respect to any Transferred Asset, (1) agree to allow any form of relief from the automatic stay in the Bankruptcy Cases or (2) fail to use reasonable efforts

to oppose any action by a third party to obtain relief from the automatic stay in the Bankruptcy Cases;

(Q) take any action that would result in a material breach of the RSA;

(R) voluntarily pursue or seek, or fail to use reasonable efforts to oppose any third party in pursuing or seeking, a conversion of any of the Bankruptcy Cases to a case under chapter 7 of the Bankruptcy Code, the appointment of a trustee under chapter 11 or chapter 7 of the Bankruptcy Code and/or the appointment of an examiner with expanded powers;

(S) incur any capital expenditures in excess of \$250,000 in the aggregate, except for those capital expenditures consistent with the Cash Collateral Orders;

(T) declare, pay or set aside any dividends or distributions on any capital stock of any Company (in cash or in kind);

(U) other than as required by applicable Law or by the terms of any Seller Employee Plan as in effect on the Agreement Date, (1) grant or increase any severance, change in control, retention, termination or similar compensation or benefits to (or amend any existing severance, change in control, retention, termination or similar compensation, benefits or arrangement with) any Business Service Provider, (2) accelerate the vesting or payment of any compensation or benefits, including any equity or equity-based awards held by any Business Service Provider, or fund or in any other way secure the payment, of compensation or benefits under any Seller Employee Plan, (3) (x) establish, adopt, materially amend, or terminate any Seller Employee Plan or (y) transfer or assign the sponsorship of, or administration of or any Liabilities relating to, any Seller Employee Plan to any Transferred Entity, (4) increase compensation, bonus or other benefits payable to any current Business Service Provider, (5) grant any equity or equity-based awards to any Business Service Provider, (6) change the manner in which contributions to Seller Employee Plans are made or the basis on which such contributions are determined, except as may be required by GAAP, (7) make or forgive any indebtedness to any Business Service Provider or (8) negotiate, extend, amend, terminate or enter into a Collective Bargaining Agreement;

(V) (1) hire, engage or promote any Business Service Provider, other than hiring Business Service Providers whose annual base compensation would not exceed \$150,000 to fill vacancies to existing roles in the ordinary course of business, (2) terminate or provide notice of termination to (other than for "cause"), furlough or temporarily lay off, any Business Service Provider whose annual base compensation exceeds \$150,000, (3) implement or announce any employee layoffs, plant closings, reductions-in-force, furloughs, temporary layoffs, reductions to terms and conditions of employment, or other actions that would trigger notice obligations under the WARN Act, (4) transfer the employment of (x) any Service Provider of any Seller or any Seller's Subsidiaries (other the Transferred Entities) to any Transferred Entity or (y) any Transferred Seller Employee or Transferred Entity Employee out of the Business such that they would not be a Transferred Seller Employee or Transferred Entity Employee or (5) waive or otherwise limit the applicability of any restrictive covenants, including restrictive covenants

relating to noncompetition, nonsolicitation, noninterference, nondisclosure or nondisparagement, owed by any Business Service Providers (other than as required by applicable Law);

(W) make, change or revoke any material Tax election of any Transferred Entity unless required by GAAP or Law;

(X) make any changes with respect to accounting policies, practice, or procedures except as required by applicable Law;

(Y) modify in any material respect its now existing credit, collection or payment policies, procedures or practices as they relate to the Business, including accelerating collections of receivables or failing to pay or delaying payment of payables in a manner materially inconsistent with its now existing practices;

(Z) remove any Transferred Asset from any real property or other location of Sellers' business such that such Transferred Asset is no longer located within any property that is a Transferred Asset, except for sales of inventory in the ordinary course of business;

(AA) waive, release, settle or compromise any material claim or material proceeding relating to the Business;

(BB) cause or allow any of its current directors and officers liability, property or casualty insurance policies that apply to the Business to be canceled or terminated or any of the coverage thereunder to lapse unless, simultaneously with such termination, cancellation or lapse, replacement policies providing coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies are in full force and effect; or

(CC) agree, authorize or enter into any legally binding commitment with respect to any of the foregoing.]⁴

Section 6.02. Access to Information.

(a) During the Pre-Closing Period, upon reasonable prior written notice to Sellers, subject to applicable Law, including any limitations imposed by the Bankruptcy Code or the Bankruptcy Court, each Seller shall, and shall cause the Transferred Entities and each of its other Subsidiaries to, at the sole cost and expense of Buyer, (i) afford Buyer and the Representatives of Buyer reasonable access, during normal business hours, to the premises, assets, employees, facilities, properties, Contracts and books and records of such Seller and its Subsidiaries, including in respect of any of the Transferred Entities, the Business, the Transferred Assets and the Assumed Liabilities, (ii) furnish to Buyer and the Representatives of Buyer such additional financial and operating Data and other information regarding the Transferred Entities, the Business, the Transferred Assets and the Assumed Liabilities as Buyer or its Representatives may from time to time request and (iii) make available to Buyer and its Representatives, during normal business hours, those directors, officers, employees, auditors, accountants and other

⁴ **Note to Draft:** Subject to ongoing review by the Company.

Representatives of Sellers and the Transferred Entities and the other Subsidiaries of Sellers, except, in the case of each of the preceding clauses (i), (ii) and (iii), as set forth in Section 6.02(b).

(b) Notwithstanding anything in this Agreement to the contrary:

(i) (A) in no event shall Sellers, the Transferred Entities or their respective Affiliates be obligated to provide any (1) access or information if, after consultation with Sellers' counsel, doing so would be in violation of any applicable Law or any Order of the Bankruptcy Court, (2) information the disclosure of which would jeopardize any applicable privilege (including the attorney-client privilege) available to any of Sellers, the Transferred Entities or any of their respective Affiliates relating to such information or (3) information the disclosure of which would cause any Seller, any Transferred Entity or any of their respective Affiliates to breach a bona fide and material confidentiality obligation to a third party to which it is bound (it being agreed that, in the case of the preceding clauses (1), (2) and (3), Sellers shall cooperate with Buyer and its Representatives to make appropriate substitute arrangements or limit disclosure to the extent necessary to avoid a violation of an applicable Law or an Order of the Bankruptcy Court or avoid jeopardizing an applicable privilege or avoid breaching the applicable confidentiality obligation) and (B) any access or investigation contemplated by Section 6.02(a) shall not unreasonably interfere with any of the businesses, personnel or operations of any of Sellers, the Transferred Entities or any of their respective Affiliates or the Business; and

(ii) the auditors and accountants of Sellers, the Transferred Entities or any of their respective Affiliates or the Business shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

Section 6.03. Regulatory Approvals; Efforts. Subject, in each case, to the other provisions of this Section 6.03:

(a) Promptly following the Agreement Date, each of the Parties shall, and shall cause its Affiliates and applicable Representatives to, cooperate with the other Parties and their Affiliates and applicable Representatives in good faith to determine what all Consents, Permits and Orders of all Government Authorities (other than any required approvals or action of the Bankruptcy Court, which are governed exclusively by Article VIII) and all necessary registrations, declarations and filings (including registrations, declarations and filings with Government Authorities and any change in control requirements relating to any consent decrees, decisions, judgments, settlements, consent orders, stipulations, decrees or similar orders relating to the Transferred Assets or Transferred Entities, if any) that may be, or become, necessary for the execution and delivery of, and performance of the Parties' and their Affiliates' obligations pursuant to, the Transaction Agreements (including the consummation of the Transactions) (collectively, the "**Government Approvals**"). To the extent any Government Approvals are required, each of the Parties shall, and shall cause its Affiliates to, take any and all steps to make all required filings and promptly obtain all such Government Approvals.

(b) Without limiting the generality of each Party's obligations under Section 6.03(a), to the extent required by the HSR Act and other applicable Antitrust Laws, each of the Parties shall submit its respective filing under the HSR Act within [fifteen (15)] Business Days of this Agreement, and any and all other filings, declarations or registrations required pursuant to other applicable Antitrust Laws, with respect to the Transactions as promptly as practicable following the determination that such filings are required. Each Party shall, and shall cause its Affiliates to, use its reasonable best efforts to take any and all necessary steps to resolve as soon as reasonably practicable, but in any event not later than the Outside Date, any inquiry or investigation by any Government Authority relating to the Transactions under any Antitrust Law. In connection with any such inquiry or investigation and in furtherance of its obligations under Section 6.03(e), each Party further agrees to use its reasonable best efforts to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable Law, including any other Antitrust Law. No Party shall withdraw its HSR Act filing, or other filing required by an applicable Antitrust Law, enter into any agreements to extend any HSR Act waiting period or any other waiting period under any other applicable Antitrust Law or enter into any agreements with any Government Authority to delay or not to consummate the Transactions without the prior written consent of the other Parties, which shall not be unreasonably withheld, conditioned, or delayed. All filings fees related to the HSR Act or any other filings under any other applicable Antitrust Laws shall be borne by Buyer.

(c) Each Party shall, and shall cause its Affiliates to, use its reasonable best efforts to promptly take and diligently pursue any or all actions to the extent necessary to eliminate each and every impediment under any Antitrust Law that may be asserted by any Government Authority or any other Person in opposition to the consummation of any of the Transactions, so as to enable the Parties to consummate the Transactions as soon as reasonably practicable, but in any event not later than the Outside Date.

(d) Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that neither Buyer, nor any Seller or Transferred Entity, nor any of the respective Affiliates of any of the foregoing, shall be obligated to (and, without Buyer's prior written consent, no Seller or Transferred Entity shall, agree to do any of the following in pursuit of or in satisfaction of a condition for any approval from a Government Authority), and the covenants set forth in Sections 6.03(a) through (c) of this Agreement will in no event require, or be construed to require, Buyer, any Seller, any Transferred Entity or any of the respective Affiliates of any of the foregoing to (A) enter into any settlement, undertaking, consent decree, stipulation or Contract with any Government Authority, (B) litigate, defend, challenge or take any action with respect to any Action by any Person, including any Government Authority (including taking any steps or actions to defend against, vacate, modify or suspend any injunction or Order, including any injunction related to a private cause of action that would prevent consummation of the transactions contemplated by this Agreement or any other Transaction Agreement), (C) agree, propose, negotiate, offer, effect or commit, by consent decree, hold separate order or otherwise (including by establishing a trust), to sell, divest, license, lease, dispose of, transfer, encumber or otherwise restrict any of the Transferred Assets, the Assets, the Transferred Entities or any of any Seller's or any Transferred Entity's or Buyer's or Buyer's or any of their Affiliates' assets or businesses, operations, product or service lines, assets or properties, or any rights in any of the foregoing, (D) terminate or modify existing relationships, contractual rights or obligations of the affected party or any of its respective Affiliates, including by committing to the payment of any

fee, penalty or other consideration or making any concession, waiver or amendment under any Contract, (E) take or commit to take actions that would limit the affected party's or any of its Affiliates' freedom of action with respect to, or its ability to retain or exercise rights of ownership or control with respect to, one or more of any of their businesses, operations, product or service lines, assets or properties, or any rights in any of the foregoing, (F) cease to conduct any business in any jurisdiction or (G) agree to do any of the foregoing, in each case, in connection with the Transactions (any of the actions described in the foregoing clauses, a "**Burdensome Condition**"). Notwithstanding the foregoing sentence, at the written request of Buyer, Sellers shall, and shall cause the Transferred Entities to, agree to take any of the actions described in the previous sentence to the extent any such action is conditioned upon the occurrence of the Closing.

(e) Each Party shall (x) promptly notify the other Parties of any substantive oral or any written communication it or any of its Representatives receives from any Government Authority relating to the matters concerning this Agreement, the Transactions and any filing notification or request or approval by any Government Authority and (y) permit the other Parties and their respective Representatives to review in advance any communication relating to the matters concerning this Agreement proposed to be made by such Party to any Government Authority and provide the other Parties with copies of all correspondence, filings or other communications between them or any of their Representatives, on the one hand, and any Government Authority or members of its staff, on the other hand, relating to the matters concerning this Agreement (and considering in good faith any comments provided by such other Parties with respect thereto); provided, however, that materials proposed to be submitted in response to any such Government Authority communication may be redacted: (i) to remove references concerning the valuation of the Business; (ii) as necessary to comply with contractual arrangements, applicable Law or by Order of the Bankruptcy Court; and (iii) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns. No Party shall agree to participate in any meeting or substantive discussion (including by phone) with any Government Authority in respect of any such filings, investigation or other inquiry unless it consults with the other Parties in advance and, to the extent permitted by such Government Authority, gives the other Parties the opportunity to attend and participate at such meeting or discussion (including by phone). The Parties will use their reasonable best efforts to coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Parties may reasonably request in connection with the foregoing. Subject to restrictions under any Law, each of Buyer, on the one hand, and Sellers, on the other hand, shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Government Authority or members of its staff on the other hand, with respect to this Agreement, the Transactions (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine or which refer to valuation of the Transferred Equity Interests) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Government Authority in connection with this Agreement, the Transactions and any such filing, notification or request for approval.

(f) Nothing in this Section 6.03 shall be applicable to Tax matters.

(g) Each Party shall pay and be responsible for its own fees, costs and expenses incurred in connection with the matters contemplated by this Section 6.03.

Section 6.04. Third Party Consents. Each Party agrees to cooperate and use commercially reasonable efforts to obtain any other consents and approvals from any third person other than a Government Authority that may be required in connection with any Transaction (the “**Third Party Consents**”). Notwithstanding anything in this Agreement to the contrary, no Party or any of its Affiliates shall be required to compensate any third party, commence or participate in any Action or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to remain primarily, secondarily or contingently liable for any Assumed Liability) to any third party to obtain any such Third Party Consent. For the avoidance of doubt, no representation, warranty or covenant of Sellers contained in any Transaction Agreement shall be breached or deemed breached, and no condition shall be deemed not satisfied, based on (a) the failure to obtain any Third Party Consents or (b) any Action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any such Third Party Consents.

Section 6.05. Cooperation. During the Pre-Closing Period, (a) each Seller and Buyer shall, and shall cause its respective Affiliates to, (i) refrain from taking any actions that would reasonably be expected to impair, delay or impede the Closing and (ii) without limiting the foregoing or modifying the Parties’ obligations pursuant to, and subject to, Section 6.03, use reasonable best efforts to cause all Closing Conditions to be satisfied as promptly as practicable and in any event on or before the Outside Date and (b) each Party shall keep the other Party reasonably apprised of the status of the matters relating to the completion of the Transactions.

Section 6.06. Bulk Transfer Laws. Sellers will not comply with the provisions of any applicable “bulk sales,” “bulk transfer” or similar Laws (including under any Tax Laws) of any jurisdiction in connection with the Transactions and Buyer and each Seller hereby waives all claims related to the noncompliance therewith.

Section 6.07. Employee Matters.

(a) At least ten (10) Business Days prior to Closing, Buyer shall extend to each Business Employee who is employed by Sellers and its Subsidiaries (other than the Transferred Entities) a written offer of employment (on an “at will” basis, to the extent allowed by applicable Law and subject to Buyer’s standard onboarding processes as applied in the ordinary course of business), providing terms and conditions of employment consistent with this Section 6.07 and which offers will provide for an acknowledgment from the applicable employee that if he or she accepts such offer of employment from Buyer (or is deemed to accept such offer by commencing employment with Buyer), he or she shall not be entitled to receive any severance payments or benefits from Sellers, Buyer, the Transferred Entities or any of their Affiliates upon such employee’s termination of employment with Sellers at the Closing, and such offer of employment is contingent on the occurrence of the Closing (“**Transfer Offer**”). Each Transfer Offer that is accepted shall become effective immediately after the Closing. The applicable Business Employees who accept (or are deemed to accept) such Transfer Offers and begin active employment with Buyer in accordance with this Section 6.07 shall be referred to herein as “**Transferred Seller Employees**”, and together with each Transferred Entity Employee, the

“**Continuing Employees**”. Buyer and Sellers shall each notify the other in a reasonable timeframe with respect to whether each such offer has been accepted or rejected. Nothing herein shall be construed as a representation or guarantee by any Seller or any of their respective Affiliates that any or all of the Business Employees of Seller will accept the Transfer Offer or will continue in employment with Buyer following the Closing for any period of time. Buyer shall take all reasonable steps necessary to effect the timely transfer of employment to it of each such Transferred Seller Employee who has accepted a Transfer Offer. Effective as of the Closing, each Transferred Seller Employee shall cease to be an employee of each Seller or its respective Affiliates.

(b) Seller shall retain all obligations, Liabilities and commitments in respect of current or former employees of Sellers who do not become Transferred Seller Employees, including any claims for severance or other termination benefits (including claims for wrongful dismissal, notice of termination of employment, pay in lieu of notice or breach of Contract); provided that Buyer shall assume Liabilities with respect to severance or other termination benefits arising out of or relating to any failure of Buyer to offer employment to any Business Employee who is employed by Seller as of immediately prior to the Closing in accordance with Section 6.07(a) on terms and conditions set forth in Section 6.07(c).

(c) For the period beginning on the Closing Date and ending on the twelve (12) month anniversary of the Closing Date (but in no event beyond the date on which the applicable Continuing Employee’s employment with Buyer ends), Buyer shall provide each Continuing Employee, or cause each Continuing Employee to be provided, with: (i) a base compensation or wage rate, as applicable, that is no lower than that provided to such Continuing Employee as of immediately prior to the Closing; (ii) target annual cash incentive opportunities that are no less favorable than those provided to such Continuing Employee as of immediately prior to the Closing (but excluding retention, exit, transaction, or other special or one-time bonus payments); (iii) other employee benefits (excluding any severance or other termination benefits, defined benefit pension, post-employment health or welfare, retiree medical or death benefits, nonqualified deferred compensation, equity or equity-based, change in control or transaction-based payments or benefits (collectively, the “**Excluded Benefits**”)) that are no less favorable in the aggregate than those provided by Sellers to such Continuing Employees as of immediately prior to the Closing (other than the Excluded Benefits); and (iv) severance or other termination benefits consistent with the terms set forth in Schedule 6.07(c)(iv). For purposes of eligibility, vesting and determining level of benefits under the benefit plans and programs maintained by Buyer or any of its Affiliates after the Closing Date, each Continuing Employee shall be credited with his or her years of service with Sellers (and any predecessor thereof) to the same extent recognized immediately prior to the Closing Date under the analogous Seller Employee Plan, except to the extent such credit would result in a duplication of benefits.

(d) Buyer shall assume, honor and be solely responsible for paying, providing and satisfying when due all Liabilities under the Assumed Seller Employee Plans to the same extent recognized under such Assumed Seller Employee Plan immediately prior to the Closing, including the following: (i) all accrued and unused vacation, personal days, sick pay and other paid time off for Continuing Employees to the extent earned but unused as of the Closing Date, and (ii) to the extent unpaid as of the Closing, 2025 annual bonuses for Continuing Employees, in the amounts earned pursuant to terms thereof, but in no event to exceed the amount accrued by the

applicable Seller for such 2025 annual bonuses through the end of the 2025 calendar year, with the amounts described in subclauses (i) and (ii) to be paid as and when such amounts become payable pursuant to the terms of the applicable Assumed Seller Employee Plan.

(e) Seller will, or will cause its Affiliates to, provide any required notice under the WARN Act and to otherwise comply with the WARN Act with respect to any Service Providers who experience an “employment loss” (including as a result of the consummation of the Transactions) occurring on or prior to the Closing. Buyer will, or will cause its Affiliates to, provide any required notice under the WARN Act and to otherwise comply with the WARN Act with respect to any Continuing Employees who experience an “employment loss” occurring after the Closing.

(f) With respect to the Continuing Employees, Buyer shall be solely responsible for any and all obligations and Liabilities arising under Section 4980B of the Code with respect to all “M&A qualified beneficiaries” as defined in 26 C.F.R. § 54.4980B-9.

(g) All provisions contained in this Agreement with respect to employee benefit plans or compensation of Continuing Employees are included for the sole benefit of the respective parties hereto. Nothing contained herein (i) shall confer upon any former, current or future Service Provider or any legal representative or beneficiary thereof any rights or remedies, including any right to employment or continued employment, of any nature, for any specified period, (ii) shall cause the employment or engagement status of any former, present or future Service Provider to be other than terminable at will, (iii) shall confer any third-party beneficiary rights upon any current or former Service Provider, including any Continuing Employee or any dependent or beneficiary thereof or any heirs or assigns thereof, (iv) shall be construed to establish or be treated as an amendment or modification of any employee benefit plan, program, agreement, arrangement, or policy or (v) shall be construed as limiting the ability of Buyer or any of its Affiliates to amend, modify or terminate any Seller Employee Plan following the Closing or any other compensation or benefit plan, program, agreement, policy or arrangement.

Section 6.08. Intercompany Obligations. As promptly as practicable following the Agreement Date (and, in any event, within ten (10) days of the Agreement Date), Sellers shall deliver to Buyer a true, correct and complete list of all Contracts, Liabilities, balances or accounts (other than pursuant to the Transaction Agreements) owing or due from (a) the Transferred Entities, on the one hand, to or in favor of (b) any Seller or any of its Subsidiaries (other than the Transferred Entities), on the other hand (collectively, the “**Intercompany Obligations**”). Unless Buyer consents or directs otherwise in writing, each Seller shall take or cause to be taken such action as may be necessary so that, effective as of immediately prior to the Closing, there shall be no Intercompany Obligations (and all Intercompany Obligations shall be forever irrevocably and unconditionally terminated, cancelled and extinguished), in each case, without (i) the payment, conveyance, assignment, transfer, delivery of any consideration (whether in Cash or otherwise) in exchange for such termination, cancellation and extinguishment or (ii) any further Liability to any Transferred Entity; provided that prior to taking any such action, Sellers shall provide at least ten (10) Business Days’ prior written notice to Buyer (and provide Buyer with drafts of all documents and instruments prepared to effect any such action, and consider in good faith any comments from Buyer on such draft documents and instruments). Nothing in this Section 6.08 shall require Sellers

to terminate or cancel any intercompany obligations solely and exclusively between or among the Transferred Entities.

Section 6.09. Insurance Policies. Prior to the Closing, Sellers shall use their respective commercially reasonable efforts to cooperate with Buyer's efforts to obtain new insurance policies or arrange for the transfer of (or provide the benefit of) any such Insurance Policies (to the extent held by Sellers) to Buyer with effect as of the Closing, as applicable. Buyer acknowledges that, from and after the Closing, the Business, the Transferred Assets and the Assumed Liabilities shall cease to be insured by Sellers' or their respective Affiliates' Insurance Policies with respect to claims arising out of acts, omissions, facts, events or circumstances occurring on and after the Closing Date, and, except to the extent constituting a Transferred Asset, neither Buyer nor any of its Affiliates (including the Business) shall have any access, right, title or interest in or to any such Insurance Policies (including to all claims and rights to make claims and all rights to proceeds) to cover the Business, the Transferred Assets or the Assumed Liabilities with respect to any such claims. From and after the Closing, Buyer acknowledges that it shall be responsible for securing all insurance it considers appropriate for the Business, the Transferred Assets and the Assumed Liabilities.]⁵

Section 6.10. Transition Services Cooperation. Between the Agreement Date and the Closing, the Parties shall negotiate in good faith and enter into at the Closing one or more transition services agreements, pursuant to which Buyer and Sellers, as applicable, will provide each other with certain transition services in respect of the Business as are mutually acceptable to Buyer and Sellers (the "TSA(s)").⁶

ARTICLE VII

POST-CLOSING COVENANTS

Section 7.01. Access. From the Closing Date through and including the first anniversary of the Closing Date, Buyer shall grant Sellers and their respective representatives (at Sellers' cost and expense) reasonable access to the books and records transferred to Buyer pursuant to this Agreement during regular business hours and upon reasonable notice for the purpose of allowing Sellers or its successors, or their respective representatives to perform the duties necessary with respect to the Bankruptcy Cases. Buyer shall make one or more of the Transferred Entity Employees or Transferred Seller Employees available to Sellers to assist in Sellers' wind-down in connection with the Bankruptcy Cases, provided that such access does not unreasonably interfere with the conduct of the business by Buyer.

Section 7.02. Intellectual Property Matters.

(a) From and after the Closing Date, Sellers shall, and shall cause each of their respective Affiliates to, as promptly as practicable, and, in any event, within sixty (60) days following the Closing Date, remove any and all Trademarks that are included in the Owned Business Intellectual Property from any and all assets in their respective possession or control (including any publications, signage, corporate letterhead, stationery, business cards, marketing

⁵ **Note to Draft:** To discuss insurance coverage going forward.

⁶ **Note to Draft:** To revise to attach a form of the TSA as an exhibit if ready by signing.

materials or content, internet or other electronic communications vehicles or other materials or as part of Sellers' or their Affiliates' corporate names) and, except as expressly provided for in this Section 7.02, cease and discontinue any and all use of such Trademarks.

(b) Effective as of the Closing Date, Buyer and each of the Transferred Entities hereby grants to each Seller and its Subsidiaries a limited, royalty-free, fully paid-up, irrevocable, worldwide, non-sublicensable, non-transferable, non-exclusive license, until the date that is sixty (60) days following the Closing Date, to continue to use any Trademarks included in the Owned Business Intellectual Property as part of the name of such Seller or Subsidiary solely to the extent (i) such Trademark was used in such Seller's or Subsidiary's name immediately prior to the Closing Date and (ii) such use is necessary for the winding up and cessation of Sellers' or such Subsidiaries' corporate existence. Nothing in this Section 7.02 shall prohibit any Seller or any of its Subsidiaries from using such Trademarks in connection with historical, tax, employment or similar non-Trademark references to the Business, as necessary and appropriate to describe the historical relationship of any Seller or any of its Subsidiaries with the Transferred Entities, or as otherwise required to comply with applicable Law. Any and all goodwill generated by the use of such Trademarks under this Section 7.02, shall inure solely to the benefit of Buyer or any of its Affiliates (including, after the Closing, the Transferred Entities) as the respective owner(s) of the applicable Trademark.

(c) Neither any Seller nor any Affiliate thereof shall contest, challenge or oppose, or knowingly authorize or knowingly facilitate any third party to contest, challenge or oppose, the validity, enforceability or ownership rights of Buyer or any of its Affiliates (including, after the Closing, the Transferred Entities) of any Trademarks included in the Owned Business Intellectual Property or any Trademarks derived from or confusingly similar to any of the foregoing (or any or register or seek to register any such Trademarks in any jurisdiction).

(d) Solely to the extent that any Owned Business Intellectual Property (other than Trademarks) was used, practiced or otherwise exploited by any Seller or any of its Subsidiaries (other than the Transferred Entities) immediately prior to the Closing Date in the operation of any of their respective businesses (other than the Business), effective as of the Closing Date, each of Buyer and the Transferred Entities hereby grants to such Seller and Subsidiary a royalty-free, fully paid-up, perpetual, irrevocable, worldwide, non-sublicensable, non-transferable, non-exclusive license, until the Wind-Up Date, to use, practice and otherwise exploit such Owned Business Intellectual Property solely to the extent necessary for the winding up and cessation of the corporate existence of such Seller and Subsidiary (it being understood that any such use, practice or other exploitation shall be consistent with past practice and in compliance with any written policies and procedures of Buyer or the applicable Transferred Entity relating to such Owned Business Intellectual Property).

Section 7.03. Directors' and Officers' Indemnification and Exculpation.

(a) Buyer agrees that all rights of the individuals who on or prior to the Closing Date were directors and officers of the Transferred Entities (collectively, the "**D&O Indemnified Parties**") to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Closing Date as provided in the certificate of incorporation, bylaws, or comparable organizational or governing documents of the Transferred Entities, as applicable, as now in effect,

and any indemnification agreement, as now in effect by and between a D&O Indemnified Party and a Transferred Entity, shall survive the Closing Date and shall continue in full force and effect against the applicable Transferred Entity in accordance with the terms of such document. Such rights shall not be amended or otherwise modified in any manner that would adversely affect the rights of the D&O Indemnified Parties, unless such modification is required by Law.

(b) The provisions of this Section 7.03 are intended to be for the benefit of and shall be enforceable by, each D&O Indemnified Party, his or her successors and heirs and his or her legal representatives and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by Contract or otherwise.

(c) If Buyer or, following the Closing and prior to the sixth (6th) anniversary of the Closing Date, any Transferred Entity, or any of their respective successors or assigns, (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any Person, then, and in such case, Buyer shall use commercially reasonable efforts to cause proper provisions to be made so that the successors and assigns of Buyer or such Transferred Entity or any of their respective successors or assigns, as the case may be, shall assume all of the obligations set forth in this Section 7.03(c).

(d) On the Closing Date (and as a condition to the Closing), Buyer shall enter into one or more indemnification agreements with the directors and officers of, and certain Affiliates of, Sellers and their Affiliates, on terms to be reasonably acceptable to the parties thereto.

Section 7.04. Preservation of Books and Records. Buyer agrees to use commercially reasonable efforts to retain all Transferred Books and Records for the longer of (a) any applicable statute of limitations and (b) the period ending on the Wind-Up Date and to make personnel of Buyer available to afford Sellers and their Representatives reasonable access thereto, during regular business hours and upon reasonable advance notice, to the extent in each case that such access is reasonably related to any Excluded Assets or Excluded Liabilities or otherwise necessary for Sellers to comply with the terms of this Agreement or any applicable Law. Sellers agree to use commercially reasonable efforts to retain all books, ledgers, files, reports, plans, records, manuals and other materials (in any form or medium) that are included in the Excluded Assets for a commercially reasonable period following the Closing and to afford Buyer and its Representatives reasonable access thereto, during regular business hours and upon reasonable advance notice, to the extent in each case that such access is reasonably related to any Transferred Assets or Assumed Liabilities or otherwise necessary for Buyer to comply with the terms of this Agreement or any applicable Law or for any reasonable business purpose. In no event shall either Party have access under this Section 7.04 to any information that (x) based on advice of counsel, would create any potential Liability under applicable Laws, including antitrust, competition and merger control Laws, or would destroy any legal privilege or (y) in its reasonable judgment, would (A) result in the disclosure of any trade secrets of third parties or (B) violate any confidentiality obligations so long as, with respect to confidentiality, such party has made reasonable efforts to obtain a waiver regarding the possible disclosure from the third party to whom is owed an obligation of confidentiality.

Section 7.05. Further Assurances. From time to time following the Closing, the Parties shall, and shall cause their respective Affiliates to, promptly execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases and acquaintances and other documents or instruments, and shall take such reasonable actions as may be necessary or appropriate, to make effective the Transactions as may be reasonably requested by any other Party (including, without limiting the generality of the foregoing, (a) transferring to any Seller or its designee(s) (and having such Seller or such designee(s) assume) each Excluded Asset and any asset or Liability not contemplated by this Agreement to be a Transferred Asset or an Assumed Liability, respectively, which asset or Liability was transferred to Buyer at the Closing or is otherwise held by Buyer or any of its Subsidiaries after the Closing and (b) transferring to Buyer or its designee (and having Buyer or such designee(s) assume) any asset or Liability contemplated by this Agreement to be a Transferred Asset or an Assumed Liability, respectively, which was not transferred to Buyer at the Closing); provided, however, that except for Buyer's obligations to discharge an Assumed Liability and as otherwise provided pursuant to Section 2.03, nothing in this Section 7.05 shall require any Party or its Affiliates to pay money to, commence or participate in any Action with respect to, or offer or grant any accommodation (financial or otherwise) to, any third party following the Closing.

Section 7.06. Excess Wind-Down Amount. Reasonably promptly following the wind down of Sellers in accordance with applicable Law, but in no event later than 10 Business Days thereafter, Sellers shall pay, or cause to be paid, to Buyer any portion of the Wind-Down Amount remaining with Sellers that has not been used to fund the Wind-Down Budget.

ARTICLE VIII

BANKRUPTCY PROVISIONS

Section 8.01. Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers of higher or better competing bids in respect of all or any part of the Transferred Assets, the Assets and the Transferred Equity Interests, in each case, subject to the terms hereof and as determined in each Seller's discretion (subject to the terms and conditions in the Bidding Procedures). From and after the Agreement Date and until the Auction is declared closed by Sellers in accordance with the Bidding Procedures Order (or, if no Bid (as defined in the Bidding Procedures Order) that is a Qualified Bid (as defined in the Bidding Procedures Order) that Sellers deem higher or otherwise better than this Agreement is received by the Bid Deadline (as defined in the Bidding Procedures Order), the date of the Bid Deadline), each Seller is permitted to and to cause its Representatives and Affiliates to, initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by any Person (in addition to Buyer and its Affiliates and Representatives) in connection with a Bid. In addition, each Seller shall have the responsibility and obligation to respond to any inquiries or offers with respect to a Bid and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Bidding Procedures Order or other applicable Law, including supplying information relating to the Business, the Transferred Assets and the Assets to prospective purchasers, in each case, subject to the remainder of this Section 8.01.

Section 8.02. Bankruptcy Court Filings.

(a) Prior to the date of this Agreement, the Bankruptcy Court has entered the Bidding Procedures Order.

(b) Buyer agrees that it will use reasonable best efforts to take such actions as are reasonably requested by Sellers to assist in obtaining findings of adequate assurance by Buyer with respect to any Transferred Executory Contracts as required under section 365 of the Bankruptcy Code, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court as reasonably necessary. Buyer shall not, without the prior written consent of Sellers, file, join in, or otherwise support in any manner whatsoever any motion or other pleading relating to the sale of the Transferred Assets, the Assets and/or the Transferred Equity Interests hereunder, except as otherwise contemplated by the RSA. In the event the entry of the Sale Order or the Bidding Procedures Order shall be appealed, Sellers and Buyer shall use their respective reasonable best efforts to defend such appeal.

(c) Sellers shall file such motions or pleadings as may be appropriate or necessary to assume and assign the Transferred Contracts and to determine the amount of the Cure Costs.

(d) Sellers shall (i) give Buyer and its legal representatives reasonable advance notice and proposed drafts of all pleadings, motions, Orders, notices, hearings, other Actions and other papers to be filed by Sellers related to the Transaction Agreements and the Transactions and (ii) provide Buyer and its counsel with a reasonable opportunity to review such papers prior to filing with the Bankruptcy Court unless such advance notice is impossible or impracticable under the circumstances.

Section 8.03. Back-up Bidder. Sellers and Buyer agree that, in the event that Buyer is not the Successful Bidder at the auction undertaken pursuant to the Bidding Procedures and the Bidding Procedures Order (the “**Auction**”), if (a) Buyer submits the second highest or second best bid and is named the “Back-up Bidder” in accordance with the terms of the Bidding Procedures and the Bidding Procedures Order and (b) Sellers give notice to Buyer, stating that Sellers (i) failed to consummate the sale with the Successful Bidder, and (ii) have terminated the purchase agreement with the Successful Bidder, Buyer shall consummate the Transactions upon the terms and conditions as set forth herein.

Section 8.04. Bankruptcy Orders. Seller shall comply with all orders of the Bankruptcy Court (including, without limitation, the Cash Collateral Orders).

ARTICLE IX

TAX MATTERS

Section 9.01. Transfer Taxes. Notwithstanding anything to the contrary in this Agreement, Buyer shall promptly pay and discharge any Transfer Tax imposed on the transfers made pursuant to this Agreement. The party required by Law to file a Tax Return with respect to such Transfer Taxes shall, with the cooperation of the other Parties, timely prepare and file such Tax Return. If any Seller or other Debtor is required under applicable Law to pay any such Transfer Taxes, Buyer shall reimburse such Seller or Debtor, as applicable, for the amount paid by such

Seller or Debtor in respect of such Transfer Taxes within ten (10) Business Days of receipt of evidence of payment thereof. Buyer and Sellers each agree to timely sign and deliver (or to cause their respective Affiliates to timely sign and deliver) such certificates or forms as may be necessary or appropriate and otherwise to cooperate to establish any available exemption from (or otherwise reduce) any Transfer Taxes (it being understood that Sellers and their cooperation obligation hereunder shall cease as of the Wind-Up Date).

Section 9.02. Consolidated Group. On the Closing Date or as reasonably practicable after the Closing Date, each Debtor treated as a domestic corporation for U.S. federal income tax purposes shall merge, convert or take such other action to cause each Project LS Entity to become a partnership or disregarded as an entity separate from its owner for U.S. federal, and applicable state and local, income tax purposes (in each case, the “**Tax Conversions**”). As a result of the Tax Conversions, DUV Holding Corporation or other applicable Project LS Entities shall cease to be the “common parent” of any consolidated, combined, or unitary tax group of which DUV Holding Corporation or any other Project LS Entity is currently the “common parent” (the “**Existing LS Group**”) for U.S. federal and applicable state and local income tax purposes. From and after the Closing Date until the effectiveness of the Tax Conversions, without Buyer’s consent (not to be unreasonably withheld, conditioned or delayed), the Project LS Entities shall not take any action or enter into any transaction (and shall use commercially reasonable efforts to not permit any action to be taken or transaction to be entered into by, and shall use commercially reasonable efforts to take all actions within their power to prevent any action from being taken or transaction from being entered into by, any of its direct or indirect subsidiaries) outside of the ordinary course of business, other than those contemplated by this Agreement, that could increase the amount of Taxes for which Buyer is or may be liable under this Agreement or by operation of Law. If and when a Person may be designated (in accordance with Section 1.1502-77 of the Treasury Regulations or any similar state or local law) as successor agent for the Existing LS Group for all taxable periods ending on or prior to the Tax Conversions, pursuant to Section 1.1502-77 of the Treasury Regulations or any similar state or local law, the Project LS Entities shall promptly cause to be designated as such successor agent such Person as Buyer may specify.

Section 9.03. Tax Returns. Buyer shall have responsibility for preparing and filing, or causing to be prepared and filed, (i) any Tax Return of the Existing LS Group that is required to be filed on a consolidated, combined or unitary basis and (ii) any Tax Return not described in clause (i) of a Project LS Entity or any of its direct and indirect subsidiaries, in each case, for any taxable period (or portion thereof) ending on or prior to the Tax Conversions (any Tax Returns described in clauses (i) and (ii), the “**Specified Tax Returns**”). Buyer shall provide a draft of each Specified Tax Return to the Project LS Entities at least fifteen (15) days prior to the filing of any such Tax Return for the Project LS Entities’ review and comment, which review and comment shall be limited to items that could reasonably be expected to adversely affect the Project LS Entities or its direct or indirect owners. The Project LS Entities shall cooperate with Buyer in connection with the preparation and filing of any Specified Tax Return. The Project LS Entities shall not (and shall cause their direct and indirect subsidiaries not to) (A) file, amend or revoke any Specified Tax Return or make any election with respect to a Specified Tax Return or (B) fail to file, or cause to be filed, any amended Specified Tax Return, or fail to make any election with respect to a Specified Tax Return that is requested by Buyer, without the prior written consent of Buyer (not to be unreasonably withheld, conditioned or delayed).

Section 9.04. Responsibility for and Payment of Taxes. Buyer shall pay, or cause to be paid, any Taxes that are Assumed Liabilities.

Section 9.05. Tax Refunds. Without duplication of Section 2.02(b)(v), Buyer shall be entitled to any and all cash refunds (or credits in lieu thereof) of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied to other Taxes payable and any amounts received pursuant to an application for tentative refund), including any interest paid on such amounts or with respect thereto (any such amount, a “**Refund**”) which Refunds are received by any Debtor treated as a domestic corporation for U.S. federal income tax purposes (each such Debtor a “**Project LS Entity**”) (or any direct or indirect subsidiary thereof or Affiliate) after the date hereof. The Parties shall (i) cooperate to claim any Refund and (ii) not surrender any right to claim any Refund, in each case, to which Buyer is entitled (regardless of when received) pursuant to this Agreement. If any of the Project LS Entities (or any subsidiary or Affiliate) receives a Refund to which Buyer is entitled pursuant to this Section 9.05, any such amount shall be treated as received by the relevant Project LS Entity (or subsidiary or Affiliate) in trust on behalf of Buyer and shall be considered the property of Buyer. If any Project LS Entity (or subsidiary or Affiliate) receives a Refund to which Buyer is entitled pursuant to this Section 9.05, the Project LS Entity shall (or shall cause its direct or indirect subsidiary or Affiliate, as applicable, to) promptly pay to Buyer (and in any case within five (5) days after such Refund is actually received or, in the case of any Refund received in the form of a credit in lieu of a Refund, within five (5) days after the filing of the applicable Tax Return for which such credit was applied) the amount to which Buyer is entitled; provided, however, that the Project LS Entity shall not be required to pay (or cause its direct or indirect subsidiary or Affiliate, as applicable, to pay) any Refund received in the form of a credit in lieu of a Refund to the extent such Refund was applied against Taxes for which Buyer is liable pursuant to Section 9.03.

Section 9.06. Tax Proceedings. The Project LS Entities shall promptly notify Buyer in writing (and in any case within fifteen (15) days of receipt) of any communication received from any Taxing Authority by any Project LS Entity with respect to any pending or threatened audit, assessment, pre-filing agreement, proceeding, litigation or appeal thereof, whether administrative or judicial (including proceedings relating to competent authority determinations), or other examination by any Taxing Authority relating to any Specified Tax Return or Refund to which Buyer is entitled pursuant to this Agreement (a “**Tax Proceeding**”), and Buyer shall notify the Project LS Entities in the same manner of any communication received from any Taxing Authority by Buyer with respect to any Tax Proceeding that could reasonably be expected to adversely affect the Project LS Entities or their direct or indirect owners. Any such notification shall include a copy of any written communication received from such Taxing Authority and an accurate and complete written summary of any oral communication between the Project LS Entities or Buyer, as applicable, and such Taxing Authority. Buyer (or its designee) shall control, and employ counsel of its choice and at its expense in connection with any Tax Proceeding; provided that, to the extent a Tax Proceeding could reasonably be expected to materially and adversely affect the Project LS Entities or their direct or indirect owners (excluding any Tax Proceeding with respect to Assumed Taxes), the Project LS Entities may, at their own expense, participate in such Tax Proceeding. The Project LS Entities and Buyer shall cooperate with one another in connection with any Tax Proceeding, which cooperation shall include, in the case of the Project LS Entities, taking any action or making any election requested in writing by Buyer that is reasonably necessary to permit Buyer to control any such Tax Proceeding.

Section 9.07. Cooperation by the Project LS Entities. The Project LS Entities and their Affiliates shall cooperate with Buyer in the preparation and filing of Tax Returns and in the conduct of any Tax Proceedings, including by maintaining such books and records and providing on a timely basis such available information as may be reasonably necessary or useful in connection with the preparation and filing of such Tax Returns or the conduct of such Tax Proceedings, and executing any documents and providing any further information and taking any actions which Buyer may reasonably request in connection therewith. Notwithstanding Sections 2.02(a)(xii) and 7.01, to the extent not transferred to Buyer in connection with the implementation of the Restructuring (as defined in the RSA), the Project LS Entities agree to retain the appropriate records which may affect the determination of any Tax liability reflected on any Specified Tax Returns until the applicable statute of limitations (including any extension or waiver thereof) has expired with respect thereto.

Section 9.08. Cooperation by Buyer. At any time and from time to time, upon reasonable request by the Project LS Entities and their Affiliates, Buyer shall provide such Persons with available information as may be reasonably necessary or useful in connection with the preparation and filing of applicable Tax Returns (and any related inquiries by or proceedings with a Taxing Authority).

Section 9.09. Tax Treatment.

(a) Unless otherwise agreed with Buyer, Sellers shall treat the Transactions as a taxable transfer of the Transferred Assets and Transferred Equity Interests for U.S. federal income tax purposes (and the Parties shall cooperate to cause such transactions to be so treated) and shall report the worthless stock deductions available to the U.S. consolidated federal income tax group as an ordinary loss that arises in the same taxable year as any income or gain from the Transactions and, consistent with the foregoing, the Parties acknowledge and agree that, for U.S. federal, state and local income tax purposes, the rights and obligations created under this Agreement and the TSA(s), taken together, shall be treated as a transfer of ownership of the product and manufacturer licenses for the products described therein (the “**Intended Tax Treatment**”).

(b) The Parties acknowledge and agree that, for U.S. federal, state and local Tax purposes, any payment pursuant to this Agreement after the Closing Date shall be treated as an adjustment to the amounts paid to Sellers pursuant to this Agreement. The Parties shall (and shall cause their respective Affiliates to) file all Tax Returns (including, applicable Specified Tax Returns) consistent with the tax treatment described in Section 9.09(a), the Intended Tax Treatment and the Purchase Price Allocation and not take any Tax position inconsistent therewith, unless otherwise required by a final “determination” within the meaning of section 1313(a) of the Code (or any similar state or local law).

Section 9.10. Survival. The obligations set forth in this Article IX with respect to Taxes shall survive until the date that is thirty (30) days following the expiration of the applicable statute of limitations.

ARTICLE X

CONDITIONS TO CLOSING

Section 10.01. Conditions to the Obligations of Buyer and Seller. The obligations of the Parties to effect the Closing shall be subject to the satisfaction or (to the extent permitted by applicable Law) waiver, at or before the Closing, of each of the following conditions:

(a) Governmental Approvals. Any applicable waiting periods under the HSR Act with respect to the Transactions shall have expired or been terminated and all other Required Approvals shall have been obtained or, if applicable, shall have expired, have been waived by the applicable Government Authority or have been terminated (in each case, without the imposition of a Burdensome Condition, unless Buyer, in its sole discretion, has consented to such Burdensome Condition).

(b) No Prohibition. No court or other Government Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits consummation of the Transactions.

(c) Sale Order. The Bankruptcy Court shall have entered the Sale Order and such Sale Order shall be in full force and effect and shall be a Final Order.

(d) RSA. The RSA shall not have been terminated and shall remain in full force and effect.

Section 10.02. Conditions to Obligations of Sellers. The obligations of Sellers to consummate the Transactions shall be subject to the satisfaction or (to the extent permitted by applicable Law) waiver by Seller, in its sole discretion, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants.

(i) All representations and warranties of Buyer contained in Article V of this Agreement shall be true and correct in all respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all respects as of such specific date), except for breaches or inaccuracies that, individually or in the aggregate, would not reasonably be expected to prevent or materially impair or materially delay the ability of Buyer to consummate the Transactions or otherwise timely perform its obligations under the Transaction Agreements;

(ii) the covenants and agreements contained in this Agreement required to be performed or complied with by Buyer at or before the Closing shall have been performed or complied with in all material respects; and

(iii) Sellers shall have received a certificate signed by an authorized officer of Buyer, dated as of the Closing Date, certifying as to the satisfaction of the conditions set forth in the foregoing clauses (i) and (ii).

(b) Transaction Agreements. Buyer shall have executed and delivered to Sellers all Buyer Transaction Agreements.

Section 10.03. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the Transactions shall be subject to the satisfaction or (to the extent permitted by applicable Law) waiver by Buyer, in its sole discretion, at or before the Closing, of each of the following conditions:⁷

(a) Representations and Warranties; Covenants.

(i) (A) The representations and warranties of Sellers contained in Sections 4.01, 4.02, 4.03, 4.04(i), and 4.10 shall be true and correct in all respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such specific date) and (B) all other representations and warranties of Sellers contained in this Agreement shall be true and correct as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such date), except for breaches or inaccuracies, as the case may be, as to matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; provided, however, that for purposes of determining the satisfaction of the condition in clauses (i)(A) and (B), no effect shall be given to any qualifier of “material” or “Material Adverse Effect” in such representations and warranties;

(ii) the covenants and agreements contained in this Agreement required to be performed or complied with by each Seller on or before the Closing shall have been performed or complied with in all material respects; and

(iii) Buyer shall have received a certificate signed by an authorized officer of Seller, dated as of the Closing Date, certifying as to the satisfaction of matters set forth in the foregoing clauses (i) and (ii).

(b) Seller Transaction Agreements. Sellers shall have executed and delivered, or caused to be executed and delivered, to Buyer all Seller Transaction Agreements.

(c) Definitive Documents. All Definitive Documents (as defined in the RSA) necessary to consummate the Transactions shall have been executed by the Parties thereto consistent with their respective consent rights under the RSA and shall not have been terminated and shall remain in full force and effect, and all conditions precedent to the effectiveness of the applicable Definitive Documents necessary to consummate the Transactions shall have been satisfied or duly waived in writing in accordance with the terms of such Definitive Documents.

⁷ **Note to Draft:** To determine whether any third party consents should be included.

(d) New Revolving Facility. The New Revolving Facility (as defined in the RSA) shall have been entered into by Buyer and the lenders thereto.

(e) Restructuring Expenses. Concurrently with the Closing, Sellers shall pay all Restructuring Expenses (as defined in the RSA) incurred as of the Closing for which invoices have been received by Sellers prior to the Closing.

(f) First Lien Cash Payment. Concurrently with the Closing, the Company shall deliver to the Agent under the First Lien Credit Agreement an amount of Cash equal to the First Lien Emergence Excess Cash for the benefit of the holders of the First Lien Term Loan Claims (in each case, as defined in the RSA).

(g) Liquidity. Buyer shall have at least \$150,000,000 of Liquidity (as defined in the RSA) after the application of the First Lien Emergence Excess Cash and any 1L TL Equitization Excess Cash (as defined in the RSA).

Section 10.04. Waiver of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Article X that was not satisfied as of the Closing shall be deemed to have been waived as of and from the Closing.

ARTICLE XI

TERMINATION

Section 11.01. Termination. Notwithstanding anything in this Agreement to the contrary, but subject to Section 11.02 and Section 11.03, this Agreement may be terminated before the Closing:

(a) by the mutual written consent of Sellers and Buyer;

(b) by Sellers, if Buyer shall have breached any representation or warranty or failed to comply with any covenant or agreement applicable to Buyer that would cause any Closing Condition set forth in Section 10.02(a) not to be satisfied, and (i) such breach is not waived by Sellers or (ii) if such breach has not been waived by Sellers but is curable and is not cured by Buyer prior to the earlier to occur of (A) twenty (20) Business Days after receipt by Buyer of Sellers' notice of their intent to terminate this Agreement and (B) the Outside Date; provided, however, that each Seller is not then in material breach of this Agreement;

(c) by Buyer, if any Seller shall have breached any representation or warranty or failed to comply with any covenant applicable to such Seller that would cause any Closing Condition set forth in Section 10.03(a) not to be satisfied, and (i) such breach is not waived by Buyer or (ii) if such breach has not been waived by Buyer but is curable and is not cured by Sellers prior to the earlier to occur of (A) twenty (20) Business Days after receipt by Sellers of Buyer's notice of its intent to terminate this Agreement and (B) the Outside Date; provided, however, that Buyer is not then in material breach of this Agreement;

(d) by either Sellers or Buyer, if the Closing shall not have occurred by December 31, 2025 (the "**Outside Date**");

(e) by either Sellers or Buyer, in the event that any Government Authority of competent jurisdiction shall have issued an Order that permanently restricts, enjoins or prohibits the consummation of the purchase of the Transferred Equity Interests or the Transferred Assets contemplated by this Agreement and such Order shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 11.01(e) shall not be available to Sellers or Buyer whose action or failure to fulfill any obligation under this Agreement has been the cause of, or has resulted in, the issuance of such Order or other action;

(f) by either Sellers or Buyer, if (i) any Seller enters into a definitive agreement with respect to any Qualified Bid with a Person other than Buyer and Buyer is not the Back-Up Bidder or (ii) the Bankruptcy Court enters an Order approving any Qualified Bid or sale that provides for any sale or other disposition of the Transferred Assets to a person or entity other than Buyer and Buyer is not the Back-Up Bidder;

(g) by either Sellers or Buyer, (i) if the RSA is terminated by the Required Consenting First Lien Term Loan Lenders (as such term is defined in the RSA) pursuant to Section 11.01 thereof, (ii) if the RSA is terminated with respect to the Consenting Second Lien Term Loan Lenders (as such term is defined in the RSA) by the Required Consenting Second Lien Term Loan Lenders (as such term is defined in the RSA) pursuant to Section 11.01 thereof, or (iii) if the RSA is terminated pursuant to Section 11.05, 11.07 or 11.08 thereof;

(h) by any Seller, if any Seller or the board of directors (or similar governing body) of any Seller determines after consulting with counsel that proceeding with the Transactions or failing to terminate this Agreement would be inconsistent with its or such Person's or body's fiduciary duties in accordance with the terms and conditions of the RSA;

(i) by Buyer, if the Bankruptcy Court enters an Order invalidating, disallowing or prohibiting Buyer from credit bidding all or a portion of the Credit Bid Amount;

(j) by Buyer, if (i) the Bankruptcy Cases are dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, and neither such dismissal nor conversion expressly contemplates the Transactions or (ii) any Seller withdraws or seeks authority to withdraw any motion seeking Bankruptcy Court material relief contemplated herein, including entry of the Sale Order; or

(k) by Buyer, upon the occurrence of a Termination Event (as defined in the Cash Collateral Orders) under the Cash Collateral Orders that has not been waived or timely cured in accordance with the terms of the Cash Collateral Orders.

Section 11.02. Notice of Termination. If either Buyer or Sellers desire to terminate this Agreement pursuant to Section 11.01, such Party shall give written notice of such termination to the other Parties.

Section 11.03. Effect of Termination. If this Agreement is validly terminated pursuant to Section 11.01, this Agreement shall thereupon become null and void and of no further force and effect, except for the provisions of this Section 11.03 and Article XII, together with any related defined terms and definitions thereof (each of which shall survive such termination); provided that

nothing in this Section 11.03 shall be deemed to (A) release any Party from any Liability for any (x) knowing and intentional breach of this Agreement prior to such termination or (y) willfully and knowingly committed actual fraud against a non-breaching party with the specific intent to deceive and mislead, as determined by the Bankruptcy Court, or (B) impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement prior to the date of termination.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rules of Construction. The following rules of construction shall govern the interpretation of this Agreement:

(a) references to “applicable” Law or Laws with respect to a particular Person, thing or matter means only such Law or Laws as to which the Government Authority that enacted or promulgated such Law or Laws has jurisdiction over such Person, thing or matter as determined under the Laws of the State of Delaware as required to be applied thereunder by the Bankruptcy Court;

(b) references to any statute, rule, regulation or form (including in the definition thereof) shall be deemed to include references to such statute, rule, regulation or form as amended, modified, supplemented or replaced from time to time (and, in the case of any statute, include any rules and regulations promulgated under such statute), and all references to any section of any statute, rule, regulation or form include any successor to such section;

(c) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is referenced in beginning the calculation of such period will be excluded (for example, if an action is to be taken within two (2) days after a triggering event and such event occurs on a Tuesday, then the action must be taken by Thursday); if the applicable provision calculates the period of time using Business Days and the last day of such period is a non-Business Day, the period in question will end on the next succeeding Business Day;

(d) whenever the context requires, words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender;

(e) (i) the provision of a table of contents, the division into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement and (ii) references to the terms “Article,” “Section,” “subsection,” “subclause,” “clause,” “Schedule” and “Exhibit” are references to the Articles, Sections, subsections, subclauses, clauses, Schedules and Exhibits to this Agreement unless otherwise specified;

(f) all Schedules (including the Disclosure Schedules) and Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein;

(g) any capitalized terms used in any Schedule (including the Disclosure Schedules) or Exhibit but not otherwise defined therein shall have the meaning as defined in this Agreement;

(h) where there is any inconsistency between the definitions set out in Exhibit A and the definitions set out in any other Section or any Schedule (including the Disclosure Schedules) or Exhibit, then, for the purposes of construing such Section, Schedule or Exhibit, the definitions set out in such Section, Schedule or Exhibit shall prevail;

(i) (i) the terms “hereof,” “herein,” “hereby,” “hereto,” “hereunder” and derivative or similar words refer to this entire Agreement, including the Disclosure Schedules, schedules and Exhibits thereto, (ii) the terms “thereof,” “therein,” “thereby,” “thereto,” “thereunder” and derivative or similar words refer to this Agreement to which the context refers, including the Disclosure Schedules, schedules and Exhibits thereto, (iii) the terms “include,” “includes,” “including” and words of similar import when used in this Agreement mean “including, without limitation” unless otherwise specified, whether or not they are in fact followed by those words or words of like import, (iv) the term “any” means “any and all” and (v) unless otherwise expressly indicated, where the context permits, the use of the term “or” shall not be exclusive and shall mean “and/or”;

(j) (i) references to “days” means calendar days unless Business Days are expressly specified, (ii) references to “written” or “in writing” include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)) and (iii) references to “\$” mean U.S. dollars;

(k) references to any Person includes such Person’s successors and permitted assigns;

(l) whenever this Agreement requires any Subsidiary of Sellers, to take any action, such requirement shall be deemed to involve an undertaking on the part of Sellers to take such action or to cause such Subsidiary, to take such action;

(m) “writing”, “written” and comparable terms refer to printing, typing and other means of reproducing works (including electronic media) in visible form;

(n) except with respect to any amendment, modification or supplement of the Disclosure Schedules, references to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms thereof;

(o) unless the context otherwise requires, the word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”;

(p) each Party has participated in the negotiation and drafting of this Agreement and the other Transaction Agreements, and if an ambiguity or question of interpretation should arise, this Agreement and the other Transaction Agreements shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement or the other Transaction

Agreements; the language used in this Agreement and the other Transaction Agreements will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party;

(q) prior drafts of this Agreement or the other Transaction Agreements or any ancillary agreements, schedules or exhibits thereto or the fact that any clauses have been added, deleted or otherwise modified from any prior drafts of this Agreement or any ancillary agreements, schedules or exhibits hereto shall not be used as an aide of construction or otherwise constitute evidence of the intent of the Parties; and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of such prior drafts; and

(r) any document or item will be deemed “delivered,” “provided” or “made available” by Sellers, within the meaning of this Agreement if such document or item is actually delivered or provided to Buyer.

Section 12.02. Expenses. Except as otherwise expressly specified in the Transaction Agreements, each Party will pay its own costs and expenses, including legal, consulting, financial advisor, accounting and other fees and expenses, incurred in connection with the Transaction Agreements and the Transactions, irrespective of when incurred or whether or not the Closing occurs.

Section 12.03. Notices. All notices and other communications under or by reason of this Agreement shall be in writing and shall be deemed to have been duly given or made (a) upon receipt when personally delivered, (b) when delivered by e-mail transmission with receipt confirmed or (c) upon delivery by overnight courier service, in each case, to the addresses and attention parties indicated below (or such other address, e-mail address or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this Section 12.03):

If to any Seller, to:

LifeScan
20 Valley Stream Parkway
Malvern, Pennsylvania 19355
Attention: Valerie Asbury (vasbury@lifescan.com)
James Rushing (jrushing@lifescan.com)
Gary Broadbent (gbroadbent@lifescan.com)

with a copy (which will not constitute notice) to:

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Dennis F. Dunne (ddunne@milbank.com)
Samuel A. Khalil (skhalil@milbank.com)
Jason T. Anderson (jtanderson@milbank.com)
Jaimie Fedell (jfedell@milbank.com)

If to Buyer, to:

LFSN BidCo LLC
c/o Wilmington Savings Fund Society, FSB, as Administrative Agent and Collateral Agent under the First Lien Credit Agreement and Second Lien Credit Agreement
500 Delaware Avenue
Wilmington, Delaware 19801
Attention: Kevin McGarvey (kmcgarvey@wsfsbank.com)
with a copy (which will not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Damian Schaible (damian.schaible@davispolk.com)
Harold Birnbaum (harold.birnbaum@davispolk.com)
Jacob Kleinman (jacob.kleinman@davispolk.com)
Michael Pera (michael.pera@davispolk.com)

Section 12.04. Survival. Except (i) as set forth in Section 3.03, Section 7.03, Section 9.10 and Section 11.03 and (ii) for any covenant that by its terms is to be performed (in whole or in part) by any Party following the Closing (which covenants shall survive the Closing in accordance with their terms), none of the representations, warranties, or covenants of any Party set forth in this Agreement shall survive, and each of the same shall terminate and be of no further force or effect as of, the Closing (other than in respect of a claim for willfully and knowingly committed actual fraud).

Section 12.05. Public Announcements. The initial press release with respect to the execution of this Agreement shall be a joint press release to be reasonably agreed upon by the Parties. No Party nor any Affiliate or Representative of such Party shall issue or cause the publication of any press release or public announcement or otherwise communicate with any news media in respect of the Transaction Agreements or the Transactions without the prior written consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed), except as required by applicable Law or by Order of the Bankruptcy Court or by applicable rules of any stock exchange or quotation system on which such Party or its Affiliates lists or trades securities (in which case the disclosing Party, to the extent practicable under the circumstances and permissible by Law, shall (a) advise the other Parties before making such disclosure and (b) provide each such other Party a reasonable opportunity to review and comment on such release or announcement and consider in good faith any comments with respect thereto).

Section 12.06. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Agreement will not in any way be affected or impaired and shall remain in full force and effect. If the final judgment of a court of competent jurisdiction or other Government Authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as

to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

Section 12.07. Assignment. (a) This Agreement will be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties, including, in the case of Sellers, any trustee or estate representative appointed in the Bankruptcy Cases or any successor cases pursuant to chapter 7 of the Bankruptcy Code. No Party may assign (whether by operation of Law or otherwise) this Agreement or any rights, interests or obligations provided by this Agreement without the prior written consent of the other Parties; provided, however, that (i) Buyer may assign this Agreement and any or all rights or obligations under this Agreement, including obligations related to the Assumed Liabilities, to any of its Affiliates and (ii) each Seller may assign any of its respective rights or obligations under this Agreement to any plan administrator, liquidator, liquidating trust, examiner, receiver, trustee or similar party appointed on its behalf following that Closing; provided, further, that, in each case, such assignment shall not release the assigning Party from its obligations under this Agreement. Any attempted assignment in violation of this Section 12.07 shall be void *ab initio*.

(b) In furtherance of the foregoing, Buyer may, without the consent of Sellers, designate, in accordance with the terms of this Section 12.07(b) and effective as of the Closing, one or more Persons who is a wholly-owned subsidiary of Buyer to acquire all, or any portion of, the Transferred Assets and assume all or any portion of the Assumed Liabilities or to be jointly obligated to pay all or any portion of the Credit Bid Amount (any Person that shall be properly designated by Buyer in accordance with this Section 12.07(b), a “**Buyer Designee**”); provided, that for the avoidance of doubt, any such assignment of the payment obligation shall not relieve Buyer of its obligation to deliver the Credit Bid Amount under Section 3.01. The above designation may be made by Buyer by written notice to Sellers at any time prior to the Closing Date. The Parties agree to modify any Closing deliverables in accordance with the foregoing designation. For the avoidance of doubt, and notwithstanding anything to the contrary herein, all Buyer Designees appointed in accordance with this Section 12.07(b) shall be included in the definition of “Buyer” for all relevant purposes under this Agreement and all such Buyer Designees shall be deemed to have made all of the covenants, representations and warranties of Buyer set forth in this Agreement (as modified pursuant to this Section 12.07(b)) to the extent relevant to such Buyer Designee.

Section 12.08. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and, except with respect to the D&O Indemnified Parties pursuant to Section 7.03(a), the Nonparty Affiliates pursuant to Section 12.17 or as otherwise expressly set forth in this Agreement, nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person that is not a Party, including any Affiliates of any Party.

Section 12.09. Entire Agreement. This Agreement (including the Disclosure Schedules) and the other Transaction Agreements (and all Exhibits and Schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

Section 12.10. Amendments. This Agreement (including the Disclosure Schedules and all Exhibits and Schedules hereto) may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by Buyer and Sellers.

Section 12.11. Waiver. At any time before the Closing, either Sellers or Buyer may, by written instrument duly executed by the waiving Party, (a) extend the time for the performance of any obligation or other acts of the other Party, (b) waive any breaches or inaccuracies in the representations and warranties of the other Party contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance with any covenant, agreement or condition contained in this Agreement, but such waiver of compliance with any such covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 12.12. Governing Law. Except to the extent of the mandatory provisions of the Bankruptcy Code, this Agreement, and any Action or claim that may be based upon, arise out of or relate or be incidental to any Transaction, this Agreement, the negotiation, execution, performance or consummation of the foregoing or the inducement of any Party to enter into the foregoing, whether for breach of Contract, tortious conduct or otherwise, and whether now existing or hereafter arising (each, a “**Transaction Dispute**”), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

Section 12.13. Dispute Resolution; Consent to Jurisdiction.

(a) Without limiting any Party’s right to appeal any Order of the Bankruptcy Court (other than as otherwise provided herein), (i) the Bankruptcy Court shall have and retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Transaction Dispute which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court or any federal court to which an appeal from the Bankruptcy Court may be validly taken, and the Parties hereby consent to and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 12.03 (as may be updated from time to time in accordance with Section 12.03); provided, however, that upon the closing of the Bankruptcy Cases, or if the Bankruptcy Court does not have subject matter jurisdiction, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and any appellate court from any thereof for the resolution of any such Transaction Dispute. In that context, and without limiting the generality of the foregoing, each Party irrevocably and unconditionally:

(i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Transaction Dispute and for recognition and enforcement of any

judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts;

(ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute; and

(iii) agrees that the mailing by certified or registered mail, return receipt requested, to the Persons listed in Section 12.03 (as may be updated from time to time in accordance with Section 12.03) of any process required by any such court, will be effective service of process; provided, however, that nothing herein will be deemed to prevent a Party from making service of process by any means authorized by the Laws of the State of Delaware.

(b) The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

Section 12.14. Waiver of Jury Trial. To the maximum extent permitted by Law, each Party irrevocably and unconditionally waives any right to trial by jury in any forum in respect of any Transaction Dispute and covenants that neither it nor any of its Affiliates or Representatives will assert (whether as plaintiff, defendant or otherwise) any right to such trial by jury. Each Party certifies and acknowledges that (a) such Party has considered the implications of this waiver, (b) such Party makes this waiver voluntarily and (c) such waiver constitutes a material inducement upon which such Party is relying and will rely in entering into this Agreement. Each Party may file an original counterpart or a copy of this Section 12.14 with any court as written evidence of the consent of each Party to the waiver of its right to trial by jury.

Section 12.15. Admissibility into Evidence. All offers of compromise or settlement among the Parties or their Representatives in connection with the attempted resolution of any Transaction Dispute (a) shall be deemed to have been delivered in furtherance of a Transaction Dispute settlement, (b) shall be exempt from discovery and production and (c) shall not be admissible into evidence (whether as an admission or otherwise) in any proceeding for the resolution of the Transaction Dispute.

Section 12.16. Remedies; Specific Performance.

(a) Except to the extent set forth otherwise in this Agreement, all remedies under this Agreement expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

(b) Each Party agrees that irreparable damage would occur and the Parties would not have an adequate remedy at law if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each Party agrees that the other Party will be entitled to injunctive relief from time to time to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case (i) without proof of damages or otherwise and without the requirement of

posting any bond or other indemnity and (ii) in addition to any other remedy to which it may be entitled, at law or in equity. Furthermore, each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement, and to specifically enforce the terms of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Agreement. Each Party agrees that the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Sellers nor Buyer would have entered into this Agreement. Each Party expressly disclaims that it is owed any duty not expressly set forth in this Agreement, and waives and releases all tort claims and tort causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement.

Section 12.17. Non-Recourse. All claims, obligations, Liabilities, Actions or causes of action (whether in Contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the entities that are expressly identified as Parties in the preamble to this Agreement or, if applicable, their successors and assigns (“**Contracting Parties**”). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants, financial advisor or other representative of, and any lender to, any Contracting Party, or any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants, financial advisor or other representative of, and any lender to, any of the foregoing (“**Nonparty Affiliates**”), shall have any Liability (whether in Contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or other Liabilities arising under, out of, in connection with, or related in any manner to this Agreement, any Transaction Agreement or any Transaction Dispute or based on, in respect of, or by reason of this Agreement or any Transaction Agreement or such Nonparty Affiliate’s negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such claims, causes of action, obligations and other Liabilities against any such Nonparty Affiliates. It is expressly agreed that the Nonparty Affiliates to whom this Section 12.17 applies shall be third-party beneficiaries of this Section 12.17.

Section 12.18. Interest. If any payment required to be made to a Party under this Agreement is made after the date on which such payment is due, interest shall accrue at the Interest Rate on such amount from (but not including) the due date of the payment to (and including) the date such payment is actually made. All computations of interest pursuant to this Agreement shall be made on the basis of a year of three hundred sixty-five (365) days, in each case for the actual number of days from (but not including) the first day to (and including) the last day occurring in the period for which such interest is payable.

Section 12.19. Disclosure Schedules and Exhibits. The Disclosure Schedules, Schedules and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any capitalized terms used in any Exhibit or Schedule or in the Disclosure Schedules but not otherwise defined

therein shall be defined as set forth in this Agreement. The representations and warranties of Sellers set forth in this Agreement are made and given subject to the disclosures contained in the Disclosure Schedules, and neither any Seller nor any of its Affiliates shall be, or deemed to be, in breach of any such representations and warranties (and no claim shall lie in respect thereof) in respect of any such matter so disclosed in the Disclosure Schedules. Any matter, information or item disclosed in the Disclosure Schedules under any specific representation or warranty or schedule or section thereof shall be deemed to be disclosed and incorporated by reference in any other schedule or section of the Disclosure Schedules as though fully set forth in such other schedule(s) or section(s), to the extent the applicability to such other schedule(s) or section(s) is reasonably apparent on its face. The inclusion of any matter, information or item in the Disclosure Schedules as an exception to a representation or warranty shall not be deemed to constitute (a) an admission of any Liability by any Seller or any Transferred Entity to any third party, (b) an admission that any breach or violation of applicable Laws or any contract or agreement to which any Seller or any Transferred Entity is a party exists or has actually occurred, (c) an admission that such item is outside the ordinary course of business or not consistent with past practice, or (d) otherwise imply an admission that such item represents a material exception or material fact, event, circumstance or that such item has had, and would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Disclosure Schedules have been arranged for purposes of convenience in separately titled schedules corresponding to the sections of this Agreement.

Section 12.20. Provision Respecting Legal Representation. Each Party to this Agreement agrees, on its own behalf and on behalf of its Affiliates and Representatives, that Milbank LLP may serve as counsel to Sellers, on the one hand, and any Transferred Entity, on the other hand, in connection with the negotiation, preparation, execution and delivery of the Transaction Agreements and the consummation of the Transactions, and that, following consummation of the Transactions, Milbank LLP may serve as counsel to any Seller or any Subsidiary or Representative of any Seller, in connection with any litigation, claim or obligation arising out of or relating to the Transactions and the Transaction Agreements notwithstanding such prior representation of any Transferred Entity and each Party consents thereto and waives any conflict of interest arising therefrom, and each Party shall cause its Affiliates and Representatives to consent to waive any conflict of interest arising from such representation.

Section 12.21. Privilege. Buyer, for itself and its Affiliates, and its and its Affiliates' respective successors and assigns, hereby irrevocably and unconditionally acknowledges and agrees that, other than in the case of potential willfully and knowingly committed actual fraud with the specific intent to deceive and mislead (such potential claims to be reasonably determined upon the advice of counsel), all attorney-client privileged communications between any Seller, any Transferred Entity and their respective current or former Affiliates or Representatives and their counsel, including Milbank LLP, made before the consummation of the Closing in connection with the negotiation, preparation, execution, delivery and Closing under any Transaction Agreement, any Transaction Dispute or, before the Closing, any other matter, shall continue after the Closing to be privileged communications with such counsel and neither Buyer nor any of its former or current Affiliates or Representatives nor any Person purporting to act on behalf of or through Buyer or any of its current or former Affiliates or Representatives, shall seek to obtain the same by any process on the grounds that the privilege attaching to such communications belongs to Buyer, any Transferred Entity or the Business or on any other grounds.

Section 12.22. Counterparts. This Agreement, each Transaction Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This Agreement and any Transaction Agreement shall become effective when each party hereto or thereto (as applicable) has received a counterpart of such agreement signed by each other party. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Sellers and Buyer have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

SELLERS:

LIFESCAN GLOBAL CORPORATION

By: _____
Name: James Rushing
Title: Chief Financial Officer

LIFESCAN, INC.

By: _____
Name: James Rushing
Title: Chief Financial Officer

LIFESCAN CHINA, LLC

By: _____
Name: James Rushing
Title: Chief Financial Officer

LIFESCAN IP HOLDINGS, LLC

By: _____
Name: James Rushing
Title: Chief Financial Officer

LIFESCAN INSTITUTE, LLC

By: _____
Name: James Rushing
Title: Chief Financial Officer

LFSN BIDCO LLC

By: LFSN HoldCo II LLC, its sole member
By: LFSN HoldCo I LLC, its sole member
By: LFSN MidCo LLC, its sole member
By: LFSN TopCo LLC, its sole member
By: Wilmington Savings Fund Society, FSB, solely
in its capacity as Administrative Agent and
Collateral Agent under the First Lien Credit
Agreement and as Administrative Agent and
Collateral Agent under the Second Lien Credit
Agreement, its sole member

By: _____
Name: Anita Woolery
Title: Vice President

EXHIBIT A

DEFINITIONS

“**Accounts Receivable**” means, (a) the trade accounts receivable, and other rights to payment, of Sellers and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered by Sellers, (b) the other accounts (including non-trade accounts) or notes receivable of Sellers and the full benefit of all security for such accounts or notes, and (c) any claim, cause of action, remedy or other right related to any of the foregoing, in each case, which are solely related to the Business and/or the Transferred Assets.

“**Action**” means any claim, audit, action, suit, arbitration, investigation or proceeding by or before any Government Authority.

“**Affiliate**” means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person; provided, however, that for the purposes of this Agreement (a) from and after the Agreement Date, none of Sellers shall be deemed to be an Affiliate of Buyer (or any of its other Affiliates), (b) from the Agreement Date to the Closing Date, no Transferred Entity shall be deemed to be an Affiliate of Buyer (or any of its other Affiliates), (c) from and after the Closing, Buyer (and each of its other Affiliates) shall be deemed an Affiliate of each of the Transferred Entities (and vice versa), and (d) Wilmington Savings Fund Society, FSB and each of its Affiliates shall not be deemed to be an Affiliate of Buyer, except for purposes of Section 12.17 (Non-Recourse).

“**Antitrust Laws**” means any Laws applicable to Buyer, any Seller or any Transferred Entity under any applicable jurisdiction that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

“**Applicable Data Protection Requirements**” means any and all (a) applicable Laws and (b) internal and external policies and procedures, binding industry standards, and restrictions and requirements contained in any Contract to which any Seller or Transferred Entity is bound, in each case, under clauses (a) and (b), relating to data privacy, data protection, cybersecurity and/or the processing of Personal Data.

“**Assets**” means the assets, properties, rights and interests that are owned, leased or licensed by any Seller, any Transferred Entity or any of their respective Subsidiaries.

“**Assigned Intellectual Property**” means any and all Intellectual Property, to the extent owned, or purported to be owned, by any Seller.

“**Assigned Registered IP**” means any and all patents, patent applications, trademark registrations, applications for trademark registration, copyright registrations and Internet domain names, in each case, included in the Assigned Intellectual Property.

“**Assigned Software**” means any and all Software included in the Assigned Intellectual Property.

“**Assigned Systems**” means any and all Systems, to the extent owned (or purported to be owned) by, or licensed or leased to (or purported to be licensed or leased to), any Seller.

“**Bankruptcy and Equity Exception**” means the effect on enforceability of (a) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Law relating to or affecting creditors’ rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

“**Bidding Procedures**” means the procedures governing the marketing, solicitation, and submission of bids for the sale of assets of the Debtors attached to the Bidding Procedures Order as Exhibit 1.

“**Bidding Procedures Order**” means that certain *Order (I) Approving (A) Bidding Procedures for the Sale of the Debtors’ Assets, (B) Assumption and Assignment Procedures, and (C) Form and Manner of Sale Notice, Assumption Notice, and Notice of Successful Bidder; (II) Authorizing Designation of Stalking Horse Bidder; (III) Scheduling Certain Dates and Deadlines; and (IV) Granting Related Relief* (Docket No. 50), entered by the Bankruptcy Court on July 16, 2025.

“**Business**” means the business of Seller and its Subsidiaries (taken as a whole), together with all other business conducted by Sellers and their respective Subsidiaries (taken as a whole), in each case, as of the Agreement Date.

“**Business Day**” means any day that is not a Saturday, a Sunday or other day on which commercial banks in New York City, New York are required or authorized by Law to be closed.

“**Business Intellectual Property**” means any and all (a) Owned Business Intellectual Property and (b) Licensed Business Intellectual Property.

“**Business Registered IP**” means any and all patents, patent applications, trademark registrations, applications for trademark registration, copyright registrations and Internet domain names, in each case, included in the Owned Business Intellectual Property.

“**Business Service Provider**” means any Service Provider who primarily provides services with respect to the Business.

“**Business Software**” means any and all Software included in the Owned Business Intellectual Property.

“**Business Systems**” means any and all (a) Systems, to the extent owned (or purported to be owned) by, or licensed or leased to (or purported to be licensed or leased to), any Transferred Entity and (b) Assigned Systems. “**Buyer Transaction Agreements**” means this Agreement and each other Transaction Agreement to which Buyer is (or is contemplated to be) a party.

“**Buyer Transactions**” means the transactions contemplated by the Buyer Transaction Agreements.

“**Cash**” means (a) all cash and cash equivalents, including restricted cash, checks, commercial paper, treasury bills, certificates of deposit, Deposits, securities, securities entitlements, instruments and other investments and (b) all bank accounts and securities accounts.

“**Cash Collateral Orders**” means, collectively, the Interim Cash Collateral Order and the Final Cash Collateral Order.

“**Change**” has the meaning set forth in the definition of “Material Adverse Effect”.

“**Closing Conditions**” means the conditions to the respective obligations of the Parties to consummate the Transactions, in each case, as set forth in Article X.

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended.

“**Collective Bargaining Agreement**” means any written or oral agreement, memorandum of understanding or other contractual obligation between Sellers or any Transferred Entity and any labor organization or other authorized employee representative representing Service Providers.

“**Consent**” means any consent, approval or authorization.

“**Contract**” means any written or oral contract, agreement, undertaking, indenture, note, bond, debenture, guarantee, obligation, mortgage, lease, sublease, license, sublicense, sales order, purchase or sale order or other instrument, obligation or commitment that purports to be binding on any Person or any part of its property (or subjects any such assets or property to a Lien), including any amendments thereto.

“**Control**” means, with respect to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise. The terms “**Controlled by**,” “**Controlled**,” “**under common Control with**” and “**Controlling**” shall have correlative meanings.

“**Credit Agreements**” means (i) the First Lien Credit Agreement and (ii) the Second Lien Credit Agreement.

“**Cure Costs**” means any and all amounts, costs or expenses, including pre-petition monetary Liabilities, that must be paid or actions or obligations that must be performed or satisfied and all other obligations that must be satisfied pursuant to the Bankruptcy Code (including sections 365(b)(1)(A) and (B) of the Bankruptcy Code) (a) to cure all of Sellers’ monetary and other defaults under the Transferred Contracts pursuant to section 365 of the Bankruptcy Code at the time of the assumption thereof and (b) in connection with the assumption by, and the assignment to, Buyer, of the Transferred Contracts to which each Seller is party.

“**Data**” means all data, databases and compilations, including all technical data, data files, data rules and collections of data, whether machine readable or otherwise.

“**Debt**” means, without duplication, all monetary obligations of any nature (including principal and accrued interest related thereto), whether current or funded, secured or unsecured, (a) for borrowed money, (b) evidenced by notes, bonds, debentures, mortgages or similar instruments, but excluding letters of credit to the extent not drawn upon, in each case, from third party lending sources, and (c) under any leases required to be recorded as capital leases under GAAP. Notwithstanding the foregoing, “Debt” of any of the Transferred Entities shall not include trade payables incurred in the ordinary course of business.

“**Deposits**” means all deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise and adequate assurance deposits posted in accordance with section 366 of the Bankruptcy Code) and prepaid or deferred charges and expenses (including all lease and rental payments).

“**Disclosure Schedules**” means the disclosure schedules dated as of the Agreement Date delivered by Seller to Buyer, which form a part of this Agreement.

“**Effective Time**” means 12:01 a.m. (local time) on the Closing Date.

“**EMA**” means the European Medicines Agency.

“**Environmental Law**” means any applicable Law promulgated by a Government Authority relating to pollution or protection of the environment.

“**Environmental Permit**” means any Permit that is issued or required by a Government Authority under any Environmental Law and necessary to the operation of the Business as of the Agreement Date.

“**ERISA**” means the Employee Retirement Income Security Act of 1974.

“**ERISA Affiliate**” means any trade or business, whether or not incorporated, that, together with a Seller, is or would be considered a “single employer” within the meaning of Section 414 of the Code or Section 4001 of ERISA.

“**Executory Contract**” means any executory Contract (including any unexpired leases) within the meaning of section 365 of the Bankruptcy Code to which any Seller is a party.

“**Exhibits**” means the exhibits to this Agreement (as may be amended from time to time in accordance herewith) which form a part of this Agreement.

“**FDA**” means the United States Food and Drug Administration, or any successor agency thereto having the administrative authority to regulate the marketing of human pharmaceutical products or biological therapeutic products, delivery systems and devices in the United States.

“**FDA Act**” means the U.S. Federal Food, Drug and Cosmetic Act, as amended, and the rules and regulations promulgated thereunder.

“**Final Cash Collateral Order**” means the final order governing the Company Entities’ use of cash collateral during the Bankruptcy Cases entered at Docket No. 208.

“**Final Order**” means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (ii) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided, however*, that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

“**First Lien Credit Agreement**” means that certain First Lien Credit Agreement dated as of May 19, 2023 among DUV Intermediate Holding II Corporation, LifeScan Global Corporation, each of the subsidiary guarantors party thereto, Bank of America, N.A. as administrative and collateral agent, and the lenders party thereto (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time).

“**Free and Clear**” means free and clear of all Liens and Liabilities (other than Permitted Liens and Assumed Liabilities) to the maximum extent permitted by applicable Law, including sections 363(f) and/or 1123 of the Bankruptcy Code.

“**GAAP**” means U.S. generally accepted accounting principles as in effect from time to time.

“**Good Clinical Practices**” means the FDA’s standards for the design, conduct, performance, monitoring, auditing, recording, analysis, and reporting of clinical trials contained in 21 C.F.R. Parts 50, 54, 56 and 812, and equivalent non-U.S. Laws to which any Seller or its Affiliates is subject.

“**Good Laboratory Practices**” means the FDA’s standards for the design, conduct, performance, monitoring, auditing, recording, analysis, and reporting of nonclinical laboratory studies that support or are intended to support applications for research or marketing permits for products regulated by FDA, including but not limited to FDA’s regulations in 21 C.F.R. Part 58.

“**Government Authority**” means any U.S. federal, state or local or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body.

“Hazardous Materials” means (a) any substance, material, chemical or waste that is defined or regulated as “hazardous,” “toxic,” “radioactive,” a “pollutant,” a “contaminant,” an “ignitable corrosive,” “reactive” or words of similar meaning and regulatory effect under any applicable Environmental Law; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, greenhouse gases, per- and polyfluoroalkyl substances, and polychlorinated biphenyls.

“Healthcare Laws” means any applicable Laws (a) pertaining to the research, development, design, testing, studying, production, manufacture, processing, procurement, transfer, storing, distribution, approval, labeling, handling, packaging, marketing, promotion, pricing, importation, exportation, third party reimbursement or sale and other commercialization of the Products, (b) governing the development, conduct, monitoring, patient informed consent, auditing, analysis and reporting of clinical trials with respect thereto and (c) all regulations promulgated pursuant to (a) and (b) and analogous or similar applicable Laws governing the testing, approval, manufacturing, marketing, sale and other commercialization of the Products and relationships with payors, patients and healthcare professionals of any U.S. or non-U.S. jurisdiction, including the FDA Act, the EMA, ISO 13485:2016, EU Medical Devices Directive 93/42/EEC, the EU Medical Device Regulation (2017/745), the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), Stark Law (42 U.S.C. § 1320a-7b(f)), the Physician Payments Sunshine Act (42 U.S.C. § 1320a-7h), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the criminal False Claims Law (42 U.S.C. § 1320a-7b(a)), the exclusion laws (42 U.S.C. § 1320a-7), the civil monetary penalties law (42 U.S.C. § 1320a-7a), HIPAA and any guidance documents that are issued by the FDA (e.g., Guidance for Industry) or any other Government Authority with jurisdiction over any Seller or any of its Affiliates.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“Insurance Policies” means, collectively, all policies and programs of or agreements for insurance and interests in insurance pools and programs of Sellers (in each case including self-insurance and insurance from Affiliates).

“Intellectual Property” means any and all intellectual property rights and similar proprietary rights throughout the world, including any and all: (a) patents and patent applications, including reissues, divisionals, continuations, continuations-in-part, provisionals, renewals, extensions and reexaminations, and improvements to the inventions disclosed in each such patent and patent application; (b) copyrights (whether or not registered), works of authorship, moral rights, mask work rights, database rights and design rights, including all applications, registrations, derivative works, restorations, extensions, renewals and reversions of the foregoing; (c) Trademarks; (d) trade secrets and other proprietary or confidential information, technology, designs, procedures, models, discoveries, processes, techniques, methods, ideas, know-how, research and development, tools, specifications, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings; (e) databases and data collections; (f) Software; (g) improvements to any of the foregoing; (h) rights to apply for, obtain, prosecute, register, maintain and defend any of the foregoing; (i) rights of publicity and rights of privacy; (j) the right to assert, claim or sue and collect

damages for the past, present or future infringement, misappropriation or other violation of any of the foregoing and (k) rights in all of the foregoing provided by treaties, conventions and all other applicable Law.

“**Interest Rate**” means the rate designated from time to time in Section 6621(a)(2) of the Code, compounded on a daily basis.

“**Interim Cash Collateral Order**” means the interim order governing the Company Entities’ use of cash collateral during the Bankruptcy Cases entered at Docket No. 48.

“**IRS**” means the U.S. Internal Revenue Service.

“**Knowledge of Sellers**” means the actual knowledge without independent verification (and in no event encompass constructive, imputed or similar concepts of knowledge) of Valerie Asbury and James Rushing, none of whom, for the sake of clarity and avoidance of doubt, shall have any personal Liability or obligations regarding such knowledge.

“**Law**” means any U.S. federal, state, local or non-U.S. statute, law, ordinance, regulation, rule, code, act, treaty, Order, or other requirement or rule of law (including common law) promulgated by a Government Authority.

“**Leased Real Property**” means any real property that is leased, subleased or licensed to any Seller, in each case, granting such Seller a right of use, possession or occupancy in such real property, and all improvements located on such real property.

“**Liabilities**” means any and all, direct or indirect, liability, Debt, guarantee, claim, demand, loss, damage, expense, fine, penalty, duty, Tax, responsibility, commitment, cost, deficiency, assessment or obligation (whether known or unknown, direct or indirect, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, asserted or unasserted, ascertained or ascertainable, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, vested or unvested, choate or inchoate, executory, determined, determinable, in contract, tort, strict liability, or otherwise, or otherwise due or to become due) of any kind, character, or description, including all costs and expenses related thereto, regardless of whether or not any of the foregoing is required to be accrued on any financial statements.

“**Licensed Business Intellectual Property**” means any and all Intellectual Property owned by a third party and licensed or sublicensed (or are purported to be licensed or sublicensed), or for which such third party has granted a covenant not to sue (or purported to have granted a covenant not to sue), to any Seller or any Transferred Entity.

“**Lien**” means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, license, claim, lien or charge or other restriction or adverse claim of any kind.

“**Marketing Authorization**” means any and all approvals, licenses, registrations, clearances, declarations of conformity or authorizations of any Government Authority or Notified Body necessary in order to market a medical device or therapeutic product, as applicable, including all supplements and amendments that may be filed with respect to the foregoing.

“**Material Adverse Effect**” means any fact, event, change, effect, development, circumstance, or occurrence (each, a “**Change**”) that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition (whether financial or otherwise) of the Business; provided that none of the following, either alone or in combination, will constitute a Material Adverse Effect: (a) any Change in the U.S. or foreign economies or securities or financial markets in general (including any decline in the price of securities generally or any market or index); (b) any Change that generally affects any industry, or that is the result of general business or economic conditions in any of the geographical areas, in which the Business operates; (c) national or international political or social conditions, including any Change arising in connection with hostilities, acts of war, sabotage or terrorism or military action or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military action, whether commenced before or after the Agreement Date and whether or not pursuant to the declaration of a national emergency or war; (d) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any strike, labor dispute, civil disturbance, cyberattack, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event or any global health conditions (including any epidemic, pandemic or other outbreak of illness or any action by any Government Authority related to the foregoing); (e) any actions taken by Buyer or its Affiliates or expressly required to be taken by any Seller or Transferred Entity pursuant to this Agreement or any other Transaction Agreement or actions taken or omitted to be taken by any Seller or Transferred Entity at the written request or written consent of Buyer; (f) any Changes in, arising from or relating to changes in applicable Laws or other binding directives or determinations issued or made by any Government Authority; (g) Changes in, arising from or relating to changes in GAAP (or other relevant binding accounting rules) or the binding interpretation thereof; (h) any Change resulting from the filing or pendency of the Bankruptcy Cases and any reasonably anticipated effects thereof; (i) any Change resulting from the public announcement of the entry into this Agreement, compliance with terms of this Agreement or the consummation of the Transactions, other than Changes in respect of the representations made in Section 4.04 hereof; (j) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Buyer or its Affiliates or advisors) and any other failure to win or maintain customers or business (provided that this clause (j) shall not prevent a determination that any Changes giving rise to such failure to achieve budgets, projects, forecasts or predictions has resulted in a Material Adverse Effect); or (k) any effects or Changes arising from or related to the breach of this Agreement by Buyer; provided further that the exceptions set forth in clauses (a) through (d), (f) and (g) of this definition shall not be regarded as exceptions solely to the extent that any such described Change has a material and disproportionately adverse impact on the Business or Sellers, as compared to other companies similarly situated in the industries in which the Business or Sellers operate.

“**Materials**” means any materials, components, subcomponents, packaging and labelling materials and components (including printed and non-printed components therefor) used in the manufacture of the Products.

“**Notified Body**” means an entity licensed, authorized or approved by the applicable government agency, department or other authority to assess and certify the conformity of a medical device with the requirements of Regulation (EU) 2017/745 of the European

Parliament and of the Council of 5 April 2017 on medical devices, amending Directive 2001/83/EC, Regulation (EC) No 178/2002 and Regulation (EC) No 1223/2009 and repealing Council Directives 90/385/EEC and 93/42/EEC concerning medical devices, as amended from time to time, and applicable harmonized standards.

“Open Source Software” means any Software (in source or object code form) that is subject to (a) a license commonly referred to as an “open source” or “free software” license (including any software licensed under the GNU General Public License, GNU Lesser General Public License, BSD License, or Apache Software License, or any other public source code license arrangement or any license defined as an open source license by the Open Source Initiative as set forth on www.opensource.org) or any other public source code license arrangement or any license defined as an open source license by the Open Source Initiative as set forth on www.opensource.org or (b) any other license or other agreement that requires, as a condition of the use, modification or distribution of Software subject to such license or agreement, that such Software or other Software linked with, called by, combined or distributed with such Software be (i) disclosed, distributed, made available, offered, licensed or delivered source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or (iv) redistributable at no charge.

“Order” means any order, writ, judgment, injunction, temporary restraining order, decree, stipulation, determination or award entered by or with any Government Authority.

“Owned Business Intellectual Property” means any and all (a) Intellectual Property, to the extent owned, or purported to be owned, by any Transferred Entity and (b) Assigned Intellectual Property.

“Permits” means all permits, licenses, authorizations, clearances, closures, decisions, registrations, concessions, grants, franchises, certificates, waivers and filings issued or required by any Government Authority or self-regulatory organizations under applicable Law, in each case, relating to or required for the operation of the Business.

“Permitted Liens” means the following Liens[, solely to the extent expressly permitted by the Sale Order to remain attached to the Transferred Assets or Transferred Equity Interests following the Closing]⁸: (a) Liens for Taxes, assessments or other governmental charges or levies that are not yet due or payable or that are being contested in good faith by appropriate proceedings and in respect of which adequate reserves have been established in accordance with GAAP and set forth in the financial statements; (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, workmen, repairmen and other Liens imposed or permitted by Law in the ordinary course of business and in respect of which reserves have been established in accordance with GAAP and set forth in the financial statements; (c) Liens incurred in the ordinary course of business in connection with workers’ compensation, unemployment insurance or other types of social security; (d) defects or imperfections of title, exceptions, easements, covenants, rights-of-way, restrictions and other similar charges, defects or encumbrances not materially interfering with the ownership, value or operation of the affected Transferred Assets and which are of a nature that would be reasonably acceptable to a prudent

⁸ **Note to Draft:** To discuss in connection with any comments to the Sale Order.

owner or operator of similar properties; (e) zoning, entitlement, building and other generally applicable land use and environmental restrictions by a Government Authority; (f) Liens not created by any Seller or the Transferred Entity that affect the underlying fee, lessor, licensor or sublessor interest of any Leased Real Property or real property over which any Seller (with respect to the Business) or the Transferred Entities have easement or other property rights; (g) Liens created by or through, Buyer or its Affiliates; (h) rights, terms or conditions of any leases, subleases, licenses, sublicenses or occupancy agreements made available to Buyer, including title of a lessor under a capital or operating lease; (i) solely for the purposes of Article IV and Section 6.01 (and not for the purposes of the definition of “Free and Clear”), Liens securing debt disclosed on the financial statements; (j) in the case of Intellectual Property, non-exclusive licenses of, to or under any Intellectual Property granted in the ordinary course of business; and (k) solely for the purposes of Article IV and Section 6.01 (and not for the purposes of the definition of “Free and Clear”), any other Lien that will be cleared or discharged by the Bankruptcy Court by operation of the Sale Order.

“**Person**” means any natural person, general or limited partnership, corporation, company, trust, limited liability company, limited liability partnership, firm, association, Government Authority, organization or other legal entity.

“**Personal Data**” means (a) any definition of “Personal Data” or any similar term (e.g., “personal information” or “personally identifiable information” or “PII”) provided by applicable Law or (b) any information that identifies, or could be reasonably used to identify, a particular individual or household.

“**Pre-Closing Period**” means the period beginning on the Agreement Date and ending on the earlier of the Closing Date and the date this Agreement is terminated in accordance with its terms.

“**Product**” means any product manufactured, sold, distributed or marketed by Sellers or any of their Subsidiaries (including the Transferred Entities), or any of their predecessors, prior to the Closing.

“**Regulatory Authority**” means any Government Authority or Notified Body responsible for granting a Marketing Authorization.

“**Representative**” of a Person means the directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives of such Person.

“**Required Approvals**” means the Government Approvals required under applicable Antitrust Laws (other than HSR Act) to consummate the Transactions.

“**Sale Order**” means, if Buyer is the Successful Bidder, an Order of the Bankruptcy Court, in form and substance acceptable to Buyer and Sellers, approving this Agreement and the terms and conditions hereof, and approving and authorizing Sellers and Buyer to consummate the Transactions on the terms set forth in this Agreement and Free and Clear and containing a finding that Buyer has acted in “good faith” within the meaning of section 363(m) of the Bankruptcy Code.

“**Second Lien Credit Agreement**” means that certain Second Lien Credit Agreement dated as of May 19, 2023, among DUV Intermediate Holding II Corporation, LifeScan Global Corporation, each of the subsidiary guarantors party thereto, Wilmington Savings Fund Society, FSB, as administrative and collateral agent, and the lenders party thereto (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time).

“**Securities Act**” means the Securities Act of 1933.

“**Security Breach**” means any breach or unauthorized access, acquisition, disclosure, exfiltration, loss, destruction, interruption, or other similar incident of Systems or confidential, proprietary or sensitive information or data, including Personal Data.

“**Seller Employee Plans**” means all employee benefit plans (within the meaning of Section 3(3) of ERISA, but whether or not subject to ERISA), and each other retirement, welfare benefit, bonus, stock option, stock purchase, restricted stock, equity or equity based, incentive, deferred compensation, employment, retention, consulting, termination or severance plans, programs or agreements, change in control, transaction bonus, profit-sharing, vacation, insurance (including any self-insured arrangement), medical, dental, vision, prescription or fringe benefits, life insurance, relocation or expatriate benefits, perquisites, disability or sick leave benefits, employee assistance program, workers’ compensation, supplemental unemployment benefits or post-employment or retirement benefits (including compensation, pension, health, medical or insurance benefits), in each case whether or not written (x) that is sponsored, maintained, administered, contributed to or entered into by any Seller, any Transferred Entity or any of their Affiliates for the current or future benefit of any current or former Service Provider or (y) for which any Seller or any of the Transferred Entities has, or could reasonably be expected to have, any Liability (contingent or otherwise).

“**Seller Group**” means any consolidated, combined, unitary or similar Tax group of which any Seller or Transferred Entity was a member before the Closing, including, for the avoidance of doubt, the U.S. federal income tax consolidated group of which DUV Holding Corporation is the parent.

“**Seller Transaction Agreements**” means this Agreement and each other Transaction Agreement to which any Seller is (or is contemplated to be) a party.

“**Seller Transactions**” means the transactions contemplated by the Seller Transaction Agreements.

“**Service Provider**” means any director, officer, employee or individual independent contractor of any Seller or any of the Transferred Entities.

“**Software**” means any and all (a) computer programs, systems, applications and code, including all software implementation of algorithms, models, methodologies, source code, object code, design and development tools, applets, compilers and assemblers, (b) databases and compilations, including any and all libraries, data and collections of data, whether in machine readable or human readable form or other form, and (c) documentation and work product relating to any of the foregoing.

“**Subsidiary**” of any specified Person means any other Person of which such first Person owns (either directly or through one or more other Subsidiaries) a majority of the outstanding equity securities or securities carrying a majority of the voting power in the election of the board of directors or other governing body of such Person or for which such Person or any of its Subsidiaries acts as a general partner, managing member or in a similar capacity.

“**Successful Bidder**” has the meaning set forth in the Bidding Procedures Order.

“**Systems**” means any and all Software, servers, firmware, middleware, workstations, routers, hubs, switches, data communication lines, network and telecommunications equipment, and other computer hardware and information technology assets and equipment.

“**Tax**” or “**Taxes**” means all U.S. federal, state, local, and non-U.S. income, excise, gross receipts, ad valorem, value-added (including VAT), sales, use, production, employment, unemployment, severance, franchise, profits, registration, license, lease, service, service use, environmental, recording, documentary, filing, permit or authorization, stamp, business and occupation, gains, property, leasing, transfer, payroll, intangibles or other taxes, together with any interest and any penalties, additions to tax or additional amounts imposed by any Taxing Authority with respect thereto and any liability for any of the foregoing as transferee or successor.

“**Tax Returns**” means all returns and reports (including elections, declarations, disclaimers, notices, disclosures, schedules, estimates, claims (including claims for refunds) and information returns) supplied or required to be supplied to a Taxing Authority relating to Taxes and including any amendments thereof.

“**Taxing Authority**” means any U.S. federal, state, local or non-U.S. Government Authority in a jurisdiction (including any subdivision and any revenue agency of a jurisdiction) imposing Taxes and the agencies, if any, charged with the collection of such Taxes for such jurisdiction.

“**Trademarks**” means any and all trademarks, service marks, trade names, corporate names, trade dress, logos, Internet domain names and social media accounts, and other indications or origin, including all applications, registrations, extensions and renewals of the foregoing, and all goodwill associated with the foregoing.

“**Transaction Agreements**” means this Agreement, the Bill of Sale, Assignment and Assumption Agreement, the IP Assignment Agreement, and any other agreements, instruments or documents required to be delivered at the Closing or otherwise in connection with the Transactions and the transactions contemplated by such other agreements, in each case, including all exhibits and schedules thereto and all amendments thereto made in accordance with the respective terms thereof.

“**Transactions**” means the transactions contemplated by this Agreement and the other Transaction Agreements.

“**Transfer Taxes**” means all sales, use, purchase, excise, gross receipts, ad valorem, direct or indirect real property, transfer, intangible, stamp, business and occupation, value added (including VAT), recording, documentary, filing, permit or authorization, leasing, license,

lease, service, service use, severance, franchise, profits, gains, property registration, and similar non-income Taxes, motor vehicle registration, title recording and similar non-income Taxes or filing fees and other amounts payable in respect of transfer filings, together with any interest and any penalties, additions to tax or additional amounts imposed by any Taxing Authority with respect thereto.

“**Transferred Books and Records**” means all books, records, files and papers, whether in hard copy or computer or digital format or any other form or medium, including sales and promotional literature, manuals and Data, sales and purchase correspondence, customer lists, lists of suppliers, personnel and employment records, in each case, related to the Business, the Transferred Entities and the Transferred Assets.

“**Transferred Entity Employee**” means any person who is an employee of a Transferred Entity providing services to the Business as of immediately prior to the Closing.

“**Treasury Regulations**” means the U.S. Treasury regulations promulgated under the Code.

“**U.S.**” means the United States of America.

“**Wind-Down Amount**” means \$[●] Cash in an aggregate amount equal to the amount required to fund expenses in the amounts provided for in the Wind-Down Budget through the end of the period covered by the Wind-Down Budget that remain unpaid as of the Closing.

“**Wind-Down Budget**” means the budget attached as Exhibit E.⁹

“**Wind-Up Date**” means the date upon which all of Sellers’ corporate existences cease to exist.

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Agreement Date	Preamble
Assumed Seller Employee Plans	2.02(a)(xxii)
Assumed Liabilities	2.02(c)
Assumed Taxes	2.02(c)(vi)
Auction	8.03
Audited 2023 Annual Financial Statements	4.06(a)
Available Contract Schedule	2.05(b)
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bill of Sale, Assignment and Assumption Agreement	3.02(a)(ii)
Burdensome Condition	6.03(d)
Business Employee	4.14(a)
Business Subsidiaries	Recitals

⁹ **Note to Draft:** Wind-Down Budget to be agreed between Buyer and Sellers in a manner consistent with the definition thereof under the RSA.

<u>Term</u>	<u>Section</u>
Buyer	Preamble
Buyer Designee	12.07(b)
Closing	2.04
Closing Date	2.04
Companies	Recitals
Company	Recitals
Continuing Employees	6.07(a)
Contracting Parties	12.17
Credit Bid Amount	3.01
Cure Notice	2.05(b)
D&O Indemnified Parties	7.03(a)
Debtors	Recitals
Designation Deadline	2.05(c)
Existing LS Group	9.02
Excluded Assets	2.02(b)
Excluded Benefits	6.07(c)
Excluded Contracts	2.02(b)(i)
Excluded Liabilities	2.02(d)
Financial Statements	4.06(a)
Government Approvals	6.03(a)
Intended Tax Treatment	9.09(a)
Intercompany Obligations	6.08
IP Assignment Agreement	3.02(a)(iii)
LSC	Preamble
LSGC	Preamble
LSI	Preamble
LSIPH	Preamble
LSIT	Preamble
Material Contract	4.11(a)
Nonparty Affiliates	12.17
Outside Date	11.01(d)
Parties	Preamble
Party	Preamble
Project LS Entity	9.05
Purchase Price Allocation	3.03
Refund	9.05
RSA	Recitals
Seller	Preamble
Seller Advisor	4.10
Seller Related Parties	4.17
Sellers	Preamble
Specified Tax Returns	9.03
Tax Conversions	9.02
Tax Proceeding	9.06
Third Party Consents	6.04

<u>Term</u>	<u>Section</u>
Transaction Dispute	12.12
Transfer Offer	6.07(a)
Transferred Assets	2.02(a)
Transferred Cash	2.02(a)(i)
Transferred Contracts	2.02(a)(ii)
Transferred Entities	Recitals
Transferred Equity Interests	Recitals
Transferred Executory Contract	2.05(c)
Transferred Seller Employees	6.07(a)
TSA(s)	6.10
Unaudited 2024 Annual Financial Statements	4.06(a)
Unaudited 2025 Financial Statements	4.06(a)
Unaudited Financial Statements	4.06(a)
Undisclosed Contract	2.05(b)
WARN Act	4.14(c)

EXHIBIT B
FORM OF BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT
(Attached.)

EXHIBIT C
FORM OF IP ASSIGNMENT AGREEMENT
(Attached.)

EXHIBIT D
BIDDING PROCEDURES ORDER
(Attached.)

EXHIBIT E
WIND-DOWN BUDGET
(Attached.)

SCHEDULE ASellers, Companies, Transferred Equity Interests and Business Subsidiaries

Seller	Company	Transferred Equity Interests	Business Subsidiaries
LifeScan Global Corporation	LifeScan Holding Limited (UK)	All issued and outstanding capital stock and other equity interests in each such Company	LifeScan Holding II Limited (UK) LifeScan Europe GmbH (Switzerland) LifeScan Österreich GmbH (Austria) LifeScan Healthcare Ireland Limited (Ireland) LifeScan U.K. Limited (UK) LifeScan U.K. Limited Argentina Branch LifeScan Foreign Holdings, LLC LifeScan (Shanghai) Medical Equipment Company Limited (China) LifeScan (Shanghai) Medical Equipment Company Limited Beijing Branch LifeScan Canada ULC (Canada) LifeScan Deutschland GmbH (Germany) LifeScan Italy S.R.L. (Italy) LifeScan Belgium BVBA (Belgium) LifeScan France SAS (France) LifeScan Spain, S.L. (Spain) LifeScan Russia Limited Liability Company (Russia) LifeScan Ukraine LLC (Ukraine) LifeScan (Guangzhou) Medical Equipment Company Limited (China) LifeScan Czech Republic s.r.o. (Czech Republic) LifeScan Mexico, S. de R.L. de C.V. (Mexico) LifeScan Japan KK (Japan)

			LifeScan Portugal, Unipessoal LDA (Portugal) LIFESCAN MEDICAL DEVICES INDIA PRIVATE LIMITED (India) LifeScan Middle East FZ LLC (UAE)
LifeScan, Inc.	LifeScan Scotland Limited (UK)	All issued and outstanding capital stock and other equity interests in each such Company	N/A
LifeScan China, LLC	N/A	N/A	N/A
LifeScan IP Holdings, LLC	N/A	N/A	N/A
LifeScan Institute, LLC	N/A	N/A	N/A