

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

<hr/>)	Chapter 11
In re:)	
)	Case No. 24-10245(JTD)
SIENTRA, INC., <i>et al.</i> , ¹)	
)	(Jointly Administered)
Debtors.)	
<hr/>)	Re. Docket Nos. 20, 123

**DECLARATION OF
LARRY R. WOOD, JR., CHIEF LEGAL OFFICER OF TIGER MEDICAL HOLDINGS,
LLC, D/B/A TIGER BIOSCIENCES, LLC, AND AUTHORIZED REPRESENTATIVE
OF BUYER, TIGER AESTHETICS MEDICAL, LLC IN SUPPORT OF SALE MOTION
AND TRANSACTION BETWEEN DEBTORS AND TIGER BUYER**

I, Larry R. Wood, Jr., hereby declare as follows:

1. I am the Chief Legal Officer of Tiger Medical Holdings, LLC, d/b/a Tiger BioSciences, LLC (“Tiger Parent”), parent company of Tiger Aesthetics Medical, LLC (“Tiger Buyer” and with Tiger Parent, collectively here referred to as “Tiger”). In respect of the Transaction, as that term is defined in that certain *Asset Purchase Agreement (the “APA”) between the Debtors, as Sellers, and Tiger Buyer, as Buyer, dated as of April 4, 2024*², [Docket No. 242], I make this Declaration based on my personal knowledge and my review of the business records and files of Tiger Parent and related affiliated entities, including, without limitation, Tiger Buyer, and review of the relevant documents and information supplied to me, including, without limitation, the Sale Motion (as defined below), and I am competent to testify to same.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Sientra, Inc. (1000); Mist Holdings, Inc. (4221); Mist, Inc. (1202); and Mist International, Inc. (3363). The Debtors’ service address is 3333 Michelson Drive, Suite 650, Irvine, CA 92612.

² Initially capitalized, but otherwise undefined terms used herein shall have the meaning set forth in the APA.

2. I participated in all aspects of the negotiation and drafting of the APA, and am familiar with the facts and circumstances surrounding the sale process and can make the assertions and declarations set forth herein from personal knowledge.

3. I am duly authorized to make this Declaration on behalf of Tiger in support of the *Motion for (I) An Order (A) Approving Bid Procedures for the Sale of Substantially All of the Debtors' Assets; (B) Approving Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases; (C) Approving Certain Bid Protections In Connection With the Debtors' Entry Into Any Potential Stalking Horse Agreement; (D) Scheduling the Auction and Sale Hearing; (E) Approving the Form and Manner of Notice Thereof; and (F) Granting Related Relief; and (II) An Order (A) Approving the Sale of the Debtors' Assets Free and Clear of All Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases* [Docket. No. 20] ("Sale Motion"), and the request therein that Tiger Buyer be found and determined to be a good faith purchaser entitled to the protection of Title 11 of the United States Code, 11 U.S.C. §101, *et seq.* (the "Bankruptcy Code"), including, without limitation, under Bankruptcy Code sections 363(m) and (n), in connection with Tiger Buyer's purchase of certain assets (known as the Sale Property), free and clear of Interests.

4. Tiger Buyer negotiated, drafted, and entered into the APA and all related documents, agreements, and instruments (such related documents, agreements, and instruments being, the "Subject Sale Documents"), without collusion or any undisclosed agreements or benefits, in good faith, and on an arm's length basis. The Subject Sale Documents include a certain Transition Services Agreement between the Debtors and Tiger Buyer (the "TSA"), which will provide for the Debtors, using elements of their existing work force, to provide transition services

to Tiger Buyer and for Tiger Buyer to fund such transition services through reimbursement, including in respect of Debtor employee wages and wage equivalents during the term of the TSA.

5. Tiger Buyer was represented by separate and independent legal counsel (specifically, Blank Rome LLP and Paul Hastings LLP) in connection with the negotiation and drafting of the APA and the Subject Sale Documents.

6. Tiger Buyer did not, at any point in the sale process, communicate with any other bidder or potential bidder with respect to Tiger Buyer's proposed acquisition of the Sale Property.

7. Tiger Buyer is duly authorized and has: (i) full entity and organizational power and authority to execute the APA and all other Subject Sale Documents contemplated thereby; (ii) all entity and organizational authority necessary to consummate the transactions contemplated by the APA and the Subject Sale Documents; and (iii) taken all entity and organizational action necessary to authorize and approve the APA, the Subject Sale Documents, and the consummation of the transactions contemplated thereby.

8. No consents or approvals, other than those expressly provided for in the APA, are required for Tiger Buyer to close the Transaction, the APA and the Subject Sale Documents, or the transactions contemplated by the APA and the Subject Sale Documents.

9. Neither Tiger Parent nor Tiger Buyer is an "insider" or "affiliate" of the Debtors as I understand the definitions of those terms in the Bankruptcy Code, and no common identity of incorporators, directors or equity interest holders/shareholders exists between Tiger Parent and the Debtors or between Tiger Buyer and the Debtors.

10. Tiger Buyer is purchasing the Sale Property in good faith, at arms' length, and is a good faith buyer within the meaning of Bankruptcy Code section 363(m) and has proceeded in good faith in connection with all aspects of the Transaction.

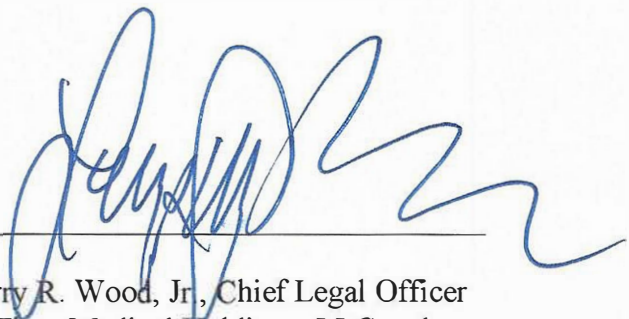
11. Neither Tiger Buyer nor the Debtors have engaged in any collusive or improper conduct, including without limitation, any inter-bidder agreements on price or related material sale terms, other bid-rigging or efforts to manipulate the sale process, under/as contemplated by the Bid Procedures and the Bid Procedures Order, at the Auction or otherwise, and in respect of the APA and the Subject Sale Documents, and there are no agreements among potential bidders within the meaning of Bankruptcy Code section 363(n).

12. Following the commencement of the Debtors' chapter 11 cases, Tiger Buyer has consistently been informed and recognized that the Debtors have been free to deal with any other party interested in purchasing the Sale Property and has at all times acted in accordance with this understanding.

13. The Debtors have disclosed all payments or other benefits to be made by Tiger Buyer or the Debtors in connection with the Transaction. Subject to the TSA arrangement described above, which will provide for some limited Debtor hold-over employment and services relating to transition, as described above, there are no undisclosed agreements between Tiger Buyer, Tiger Parent, the Debtors, and any Debtor officers, executives, managers or employees thereof for employment or otherwise.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 8th day of April, 2024



Larry R. Wood, Jr., Chief Legal Officer
of Tiger Medical Holdings, LLC and
Authorized Representative of Tiger
Aesthetics Medical, LLC