IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 5661**

ORDER (I) APPROVING CERTAIN ASSET PURCHASE AGREEMENTS; (II) AUTHORIZING AND APPROVING SALES OF CERTAIN LEASED PROPERTIES OF THE DEBTORS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, IN EACH CASE PURSUANT TO THE APPLICABLE ASSET PURCHASE AGREEMENT; (III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH, IN EACH CASE AS APPLICABLE PURSUANT TO THE APPLICABLE ASSET PURCHASE AGREEMENT; AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtors for entry of an order, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, rules 2002, 6004, and 6006 of the Bankruptcy Rules, and rules 2002-1 and 6004-1 of the Local Bankruptcy Rules (i) pursuant to the terms and conditions of those certain Asset Purchase Agreements (defined below); (ii) approving the sales of the Acquired Assets under the Asset Purchase Agreements, in each case free and clear of all Liens, with such Liens attaching only to the sale proceeds of such Sale Transactions with the same validity, priority, force and effect such Liens had on the applicable Acquired Assets immediately prior to the Closing of the Sale Transactions, as applicable; (iii) approving the assumption and assignment, as applicable, of the executory contracts and unexpired leases, pursuant to the Asset

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion or the Asset Purchase Agreements, as applicable.

Purchase Agreements; and (iv) granting related relief; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Referenc*e from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion, the Cremeans Declaration and having heard the statements in support of the relief requested therein at a hearing before this Court held February 24, 2025 at 10:30 a.m. (E.T.) (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY FOUND, CONCLUDED, AND DETERMINED THAT:**

A. Findings of Fact and Conclusions of Law. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these Chapter 11 Cases pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction. This Court has jurisdiction over this matter and over the property of the Debtors, including the Acquired Assets under each Asset Purchase Agreement to be sold, transferred, and conveyed pursuant to the respective Asset Purchase Agreement, pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 Cases and the Motion in this district and Court is proper under 28 U.S.C. §§ 1408 and 1409.

C. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Order, and directs entry of judgment as set forth herein.

D. Property of the Estate. With respect to each of the Asset Purchase Agreements, the Debtors are the sole and lawful owners and lessees, as applicable, and as set forth in the Asset Purchase Agreement, to the Acquired Assets to be sold to the Purchaser (in each case as applicable) pursuant to the Asset Purchase Agreements, including their interests as lessees.[3] The Debtors' right, title, and interest in and to the Acquired Assets constitute property of the Sellers' estates and the Debtors' right, title, and interest thereto is vested in the Sellers' estates within the meaning of section 541(a) of the Bankruptcy Code.

[3] References herein to, without limitation, the "Acquired Assets," the "Purchaser," the "Seller," the "Asset Purchase Agreement," the "Sale," and the "Sale Transactions", unless otherwise specified in this Order, shall mean as defined under, and with respect to, each of the Asset Purchase Agreements approved by this Order and listed at **Schedule 1** hereto. "Purchaser," shall be deemed to include, without limitation, all persons constituting the "Purchaser Group," as defined under the applicable Asset Purchase Agreement. For the avoidance of doubt, any provision in this Order relating specifically to one Asset Purchase Agreement, standing alone, will be specified accordingly. In the absence of such specificity, the terms and provisions of this Order shall be interpreted to apply to each and all of the Asset Purchase Agreements listed at **Schedule 1**, in each case as applicable pursuant to the terms and provisions of the applicable Asset Purchase Agreement, as if each term and provision of this Order were to be prefaced with: "As applicable to each Asset purchase Agreement listed at **Schedule 1** hereto…."

E. Statutory Bases for Relief. The statutory bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

F. Petition Date. On August 6, 2023 (the "Petition Date"), and continuing into August 7, 2023, each Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

G. Bidding Procedures Order. This Court entered the Bidding Procedures Order on September 15, 2023, among other things, (1) establishing and authorizing the Bidding Procedures, including for the Real Property Assets; (2) establishing procedures for noticing and determining cure amounts related to the Sellers' executory contracts and unexpired leases; (3) authorizing the Debtors to "in the exercise of their reasonable business judgment, in consultation with the Consultation Parties, . . . exclude any Assets from the Bidding Procedures and [] sell such Assets pursuant to a private sale"; (4) authorizing the Debtors to make modifications to the Bidding Procedures in manners that maximize value; and (5) granting certain related relief.

H. Notice. As evidenced by the applicable affidavits of service and notices previously filed with the Court [Docket Nos. 378, 444, 601, 5687] and based upon the representations of counsel at the Hearing, due, proper, timely, adequate, and sufficient notice of the Motion, the Hearing, the Sale Transactions, the Asset Purchase Agreements, and the assumption and assignment of the Assigned Contracts has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014 to each party entitled to such notice, including, as applicable: (a) the United States

Trustee for the District of Delaware; (b) the Committee and counsel thereto; (c) the Internal Revenue Service; (d) the state attorneys general for all states in which the Debtors conduct business; (e) the landlords under the Assigned Contracts; and (f) any party that requests service pursuant to Bankruptcy Rule 2002. The notices described above were good, sufficient, and appropriate under the circumstances, provided all interested parties with timely and proper notice of the Sale Transactions contemplated by the Asset Purchase Agreements and the Hearing, and no other or further notice of the Sale Transactions, the Asset Purchase Agreements, the Motion, the Order, or the Hearing is or shall be required.

I. Disclosures. The disclosures made by the Debtors in the Motion and related documents filed with the Court concerning the Asset Purchase Agreements and the Sale Transactions, and at the Hearing, were and are sufficient under the circumstances and no other or further disclosures to any party or to this Court are or shall be required.

J. Sale and Marketing Process. Based upon the evidence adduced at the Hearing and as set forth in the Cremeans Declaration, the Debtors and their professionals have adequately marketed and conducted the sale process for the Acquired Assets under each of the Asset Purchase Agreements. The sale process afforded a full, fair, and reasonable opportunity for any entity or individual to make an offer or other indication of interest to purchase the Acquired Assets. The sale process was conducted in a noncollusive, fair, and good faith manner. All potential purchasers had a full and fair opportunity to participate in the sale and to make higher or better offers or indications of interest for the Acquired Assets.

K. Private Sales. The Debtors determined, in accordance with their business judgment, as permitted under the Bidding Procedures Order, and in consultation with the Committee, that the Asset Purchase Agreements represented the highest or otherwise best offers

for the Acquired Assets. As a result, the Debtors determined to pursue the Asset Purchase Agreements with the Purchasers on a private sale basis to maximize the value of the Acquired Assets and, in turn, the Debtors' estates.

L. Highest or Otherwise Best Offer. After a full, fair, and robust marketing and sale process for the Acquired Assets, the Debtors' determination that the Asset Purchase Agreements constitute, in each case, the highest or otherwise best offer for the applicable Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment. The total consideration provided by the Purchasers for the Acquired Assets under each of the Asset Purchase Agreements, as applicable, represents not only a fair and reasonable offer to purchase the Acquired Assets, but also the highest or otherwise best offer received by the Debtors for the respective Acquired Assets. With respect to each Asset Purchase Agreement approved hereby, no other person, entity or group of entities has presented a higher or otherwise better offer to the Sellers to purchase the Acquired Assets for greater economic value to the Sellers' estates than as provided by the respective Purchaser pursuant to the respective Asset Purchase Agreement. With respect to each of the Asset Purchase Agreements, the transactions contemplated thereunder, including the total consideration to be realized by the Debtors for the applicable Acquired Assets, (i) represent the highest or otherwise best offer received by the Debtors after extensive marketing of the Acquired Assets and (ii) are in the best interests of the Debtors, their creditors, their estates, and other parties in interest. Therefore, the Debtors' determination that each Asset Purchase Agreement is the highest or otherwise best offer for the applicable Acquired Assets, and the Debtors' determination to pursue the Asset Purchase Agreements as the value-maximizing alternative for the Acquired Assets, constitutes a valid and sound exercise of the Debtors' business judgment. The Debtors' decision to enter into the Asset Purchase Agreements and to consummate

the transactions contemplated thereunder constitutes a proper exercise of the fiduciary duties of the Debtors and their officers and directors. Each of the Asset Purchase Agreements provides fair and reasonable terms for the purchase of the applicable Acquired Assets. Approval and entry of this Order, approval and authorization for the Debtors to enter into the Asset Purchase Agreements, and the consummation of the transactions contemplated thereunder, will maximize the value of the Acquired Assets, and in turn the Debtors' estates, and are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. In making the determination that the Asset Purchase Agreements constitute, in each case, the highest or otherwise best offer for the applicable Acquired Assets, the Debtors complied with all applicable consultation obligations under the Bidding Procedures and the Bidding Procedures Order, including with respect to the Committee. There is no legal or equitable reason to delay this Court's approval of the Asset Purchase Agreements and the consummation of the transactions contemplated by the Asset Purchase Agreements.

M. Best Interests of the Estates, Creditors, and Parties in Interest. With respect to each of the Asset Purchase Agreements, given all of the facts and circumstances of these Chapter 11 Cases and the adequacy and fair value of the consideration provided by each applicable Purchaser for the applicable Acquired Assets under each Asset Purchase Agreement, the Sale Transactions constitute a reasonable and sound exercise of the Sellers' business judgment, are in the best interests of the Debtors, their estates, their creditors, and other parties in interest, and therefore should each be approved by this Order.

N. Sound Business Purpose. With respect to each of the Asset Purchase Agreements and the Sale Transactions contemplated thereunder, the Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for

the Sale of the Acquired Assets outside the ordinary course of business under section 363(b) of the Bankruptcy Code and pursuant to the Asset Purchase Agreement. Given all of the facts and circumstances of these Chapter 11 Cases, the Debtors' entry into the Asset Purchase Agreements, and consummation of the Sale Transactions thereunder, are an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates, their creditors, and other parties in interest.

O. Good Faith. With respect to each of the Asset Purchase Agreements and each of the Sale Transactions contemplated thereunder, the applicable Purchaser is purchasing the applicable Acquired Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. Neither such Purchaser nor any of its Affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or any of their respective representatives, successors, or assigns is an "insider" (as defined under section 101(31) of the Bankruptcy Code) of any Debtor and no common identity of incorporators, directors, managers, or controlling stockholders existed between the Debtors and each applicable Purchaser, and, therefore, each such person is entitled to the full protections of section 363(m), and otherwise has proceeded in good faith in all respects in connection with these Chapter 11 Cases in that (with respect to each of the Asset Purchase Agreements): (1) each Purchaser recognized that the Debtors were free to deal with any other party interested in purchasing and ultimately acquiring the Acquired Assets; (2) each Purchaser's offer was subject to a thorough and competitive marketing process; (3) all payments to be made by each Purchaser and other agreements or arrangements entered into by each Purchaser in connection with the Sale Transactions have been fully and properly disclosed; (4) no Purchaser has violated section 363(n) of the Bankruptcy Code by any action or inaction; and (5) the negotiation and execution of

the Asset Purchase Agreement, including the Sale Transactions contemplated thereby, were at arm's-length and in good faith. With respect to each of the Asset Purchase Agreements, there was and is no evidence of insider influence or improper conduct in any manner by any Purchaser or any of their Affiliates in connection with the negotiation of the Asset Purchase Agreements with the Debtors.

P. No Collusion. With respect to each of the Asset Purchase Agreements and each of the Sale Transactions contemplated thereunder, the Asset Purchase Agreements and the transactions contemplated thereby, including each of the Sales, cannot be avoided under section 363(n) of the Bankruptcy Code. With respect to each of the Asset Purchase Agreements, none of the Debtors, the Purchaser, or any of their respective Affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or any of their respective representatives, attorneys, financial advisors, bankers, successors, or assigns have engaged in any conduct that would cause or permit any of the Asset Purchase Agreements or the consummation of the transactions contemplated thereby, including the Sales, to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. With respect to each of the Asset Purchase Agreements, the transactions under the Asset Purchase Agreement may not be avoided, and no damages may be assessed against the applicable Purchaser or any other party under section 363(n) of the Bankruptcy Code or any other applicable bankruptcy or non-bankruptcy law.

Q. Fair Consideration. With respect to each of the Asset Purchase Agreements and each of the Sale Transactions contemplated thereunder, the consideration provided by the Purchasers for the Acquired Assets pursuant to the respective Asset Purchase Agreement: (1) is fair and adequate, (2) negotiated at arm's-length, and (3) constitutes reasonably equivalent value, fair consideration and fair value under the Bankruptcy Code and under the laws of the United

States, any state, territory, possession, or the District of Columbia (including the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and similar laws).

R. Purchaser Not a Successor. With respect to each of the Asset Purchase Agreements, by consummating the applicable Sale Transactions pursuant to the applicable Asset Purchase Agreement, none of the Purchasers are a mere continuation of any Debtor or any Debtor's estate, and there is no continuity, no common identity, and no continuity of enterprise between the Purchasers and any Debtor. None of the Purchasers shall be deemed to be holding themselves out as a continuation of the Debtors based on the Sale, the Asset Purchase Agreements, or this Order. None of the Purchasers are a successor to any Debtor or any Debtor's estate by reason of any theory of law or equity and is not an alter ego or mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors under any theory of law or equity, and the Sale does not amount to a consolidation, merger, or *de facto* merger of any Purchaser and the Debtors. Neither the Purchasers nor any of their Affiliates and their respective successors, assigns, members, partners, principals, and shareholders (or equivalent) shall assume or in any way be responsible for any obligation or liability of any Debtor (or any Affiliates thereof) or any Debtor's estate, except to the extent expressly provided in the Asset Purchase Agreement.

S. No *Sub Rosa* Plan. The Sale Transactions under the Asset Purchase Agreements, both individually and collectively, neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan of the Debtors. The Sales, both individually and collectively, do not constitute a *sub rosa* or *de facto* plan of reorganization or liquidation.

T. Power and Authority. With respect to each of the Asset Purchase Agreements and each of the Sales, the Debtors and the applicable Purchaser, each acting by and through their existing agents, representatives, and officers, have full corporate power and authority to execute and deliver the applicable Asset Purchase Agreement and all other documents contemplated thereby. Upon entry of this Order, the Debtors and each Purchaser require no further consents or approvals to consummate the applicable Sale contemplated by the applicable Asset Purchase Agreement, except as otherwise set forth in the applicable Asset Purchase Agreement.

U. Binding Agreement. With respect to each of the Asset Purchase Agreements, the applicable Asset Purchase Agreement is a valid and binding contract between the Sellers and the Purchaser and shall be enforceable pursuant to its terms. With respect to each of the Asset Purchase Agreements, the Asset Purchase Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under laws of the United States, any state, territory, possession or the District of Columbia. Each Asset Purchase Agreement and each of the Sale Transactions themselves, and the consummation thereof, shall be, to the extent provided in each Asset Purchase Agreement, specifically enforceable against and binding upon (without posting any bond) the applicable Purchaser, the Debtors, and any chapter 7 or chapter 11 trustee or receiver or trustee in bankruptcy appointed with respect to any of the Debtors, and shall not be subject to rejection or avoidance by the foregoing parties or any other person. With respect to each of the Asset Purchase Agreements, the terms and provisions of each Asset Purchase Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors (whether known or unknown) and holders of equity interests in any Debtor, any holders of claims against or liens on all or any portion of the applicable Acquired Assets, all counterparties to the applicable Assigned Contracts,

each applicable Purchaser, and each of their respective affiliates, successors, and assigns (*provided*, affiliates of the Purchaser shall be bound only to the extent set forth in the applicable Asset Purchase Agreement), and any affected third parties, including, without limitation, all Persons asserting Adverse Interests (as defined below) (except to the extent expressly set forth in the applicable Asset Purchase Agreement) (collectively, the "Bound Parties"), notwithstanding any subsequent appointment of any trustee, examiner, or receiver under the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee, examiner, receiver, party, entity, or other fiduciary under the Bankruptcy Code or any other law with respect to any of the Bound Parties, and all such terms shall likewise be binding on such trustee, examiner, receiver, party, entity, or other fiduciary, and shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors or any trustee, examiner, receiver, party, entity, or other fiduciary. The provisions of this Order and the terms and provisions of the Asset Purchase Agreement shall survive the entry of any order that may be entered confirming or consummating any chapter 11 plan of the Debtors, dismissing these chapter 11 cases, or converting these chapter 11 cases to cases under chapter 7. With respect to each of the Asset Purchase Agreements, the rights and interests granted pursuant to this Order and the Asset Purchase Agreement shall continue in these or any superseding cases and shall be binding upon the Bound Parties and their respective successors and permitted assigns, including, without limitation, any trustee, party, entity, or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed for the Debtors under any provision of the Bankruptcy Code, whether the Debtors are proceeding under chapter 7 or chapter 11 of the Bankruptcy Code, shall be authorized and directed to perform under the Asset Purchase Agreement and this Order without the need for further order of the Court.

V. Valid Transfer. With respect to each of the Asset Purchase Agreements and each of the Sale Transactions contemplated thereunder, the transfer, as applicable, of the Acquired Assets to each Purchaser will be a legal, valid, and effective transfer of the Acquired Assets, and vests or will vest the Purchaser with all right, title, and interest of the Sellers to the Acquired Assets free and clear of all Adverse Interests (as defined below) (except to the extent expressly set forth in the Asset Purchase Agreement) accruing, arising or relating thereto any time prior to the Closing Date (as defined in the applicable Asset Purchase Agreement), unless otherwise expressly assumed under, or expressly permitted by, the Asset Purchase Agreement.

W. Free and Clear Sale. With respect to each of the Asset Purchase Agreements and each of the Sale Transactions contemplated thereunder, the Debtors may sell the Acquired Assets free and clear of all Adverse Interests against the Debtors, their estates, or the Acquired Assets (except to the extent specifically set forth in the applicable Asset Purchase Agreement), because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Upon entry of this Order, the Debtors are authorized upon the applicable Closing to transfer all of their right, title and interest in and to the applicable Acquired Assets free and clear of any and all claims (as such term is defined by section 101(5) of the Bankruptcy Code), liabilities (including any liability that results from, relates to or arises out of tort or any other product liability claim), interests and matters of any kind and nature whatsoever, including, without limitation, hypothecations, mortgages, security deeds, deeds of trust, debts, levies, indentures, restrictions (whether on voting, sale, transfer, disposition or otherwise), leases, licenses, easements, rights of way, encroachments, instruments, preferences, priorities, security agreements, conditional sales agreements, title retention contracts and other title retention agreements and other similar impositions, options, judgments, offsets, rights of recovery,

rights of preemption, rights of setoff, profit sharing interest, other third party rights, other impositions, imperfections or defects of title or restrictions on transfer or use of any nature whatsoever, claims for reimbursement, claims for contribution, claims for indemnity, claims for exoneration, products liability claims, alter-ego claims, successor-in-interest claims, successor liability claims, substantial continuation claims, COBRA claims, withdrawal liability claims, environmental claims, claims under or relating to any employee benefit plan, ERISA affiliate plan, or ERISA (including any pension or retirement plan), WARN Act claims or any claims under state or other laws of similar effect, tax claims (including claims for any and all foreign, federal, state, provincial and local taxes, including, but not limited to, sales, income, use or any other type of tax), escheatment claims, reclamation claims, obligations, liabilities, demands, and guaranties, and other encumbrances relating to, accruing, or arising any time prior to the applicable Closing Date, duties, responsibilities, obligations, demands, commitments, assessments, costs, expense, losses, expenditures, charges, fees, penalties, fines, contributions, premiums, encumbrances, guaranties, pledges, consensual or nonconsensual liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code), statutory liens, real or personal property liens, mechanics' liens, materialman's liens, warehouseman's liens, tax liens, security interests, charges, options (including in favor of third parties), rights, contractual commitments, restrictions, restrictive covenants, covenants not to compete, rights to refunds, escheat obligations, rights of first refusal, rights and restrictions of any kind or nature whatsoever against the Debtors or the applicable Acquired Assets, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employee pension or benefit plan claims, multiemployer benefit plan claims, retiree healthcare or life

insurance claims, or claims for taxes of or against the Debtors, and any derivative, vicarious, transferee or successor liability claims, rights or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession, or the District of Columbia), whether arising prior to or subsequent to the commencement of these chapter 11 cases, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, secured or unsecured, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability, successor-in-interest liability, continuation liability or substantial continuation liability, including, without limitation, that each Purchaser is in any way a successor, successor-in-interest, continuation or substantial continuation of the Debtors or their business, arising under or out of, in connection with, or in any way related to the Debtors, the Debtors' interests in the applicable Acquired Assets, the operation of the Debtors' respective businesses at or before the effective time of the closing pursuant to the applicable Asset Purchase Agreement, or the transfer of the Debtors' interests in the applicable Acquired Assets to the applicable Purchaser, and all applicable Excluded Liabilities (collectively, "Adverse Interests"), as, and to the extent, provided for in the Asset Purchase Agreement because in each case one or more of the standards set forth in section 363(f)(1)—(5) of the Bankruptcy Code has been satisfied. Except as otherwise expressly provided in each Asset Purchase Agreement or this Order, such Adverse Interests on the applicable Acquired Assets shall attach to the proceeds for such Acquired Assets allocated to the Debtors in the order of their priority, with the same validity, force and effect which they have against the applicable Acquired Assets immediately prior to the applicable Closing,

subject to any claims and defenses the Debtors may possess with respect to such Adverse Interests. Those holders of Adverse Interests against the Acquired Assets who did not object or who withdrew their objections to the applicable Asset Purchase Agreement or the Motion are deemed to have consented to the transactions contemplated by the applicable Asset Purchase Agreement pursuant to section 363(f)(2) of the Bankruptcy Code and shall be forever barred from pursuing or asserting such Adverse Interests against the applicable Purchaser or any of its respective assets, property, affiliates, successors, assigns, or the applicable Acquired Assets.

X. Assigned Contracts. With respect to each of the Asset Purchase Agreements and each of the Sale Transactions contemplated thereunder, the Sellers seek authority to assume, assign, and sell to the Purchasers the Acquired Assets, and any other executory contracts or unexpired leases related to the Acquired Assets that are to be assumed, assigned and sold to the Purchasers (in each case as applicable) as more particularly set forth in the Asset Purchase Agreements (collectively, under each Asset Purchase Agreement, as applicable, the "Assigned Contracts"). The Debtors have demonstrated that the assumption, assignment and sale of the Assigned Contracts under the Asset Purchase Agreements (as applicable) is an exercise of their sound business judgment and is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assigned Contracts to be assumed, assigned, and sold to the Purchasers under the Asset Purchase Agreements (as applicable) are an integral part of the Asset Purchase Agreements and the Sale Transactions thereunder and, accordingly, such assumption, assignment, and sale are reasonable and enhance the value of the Debtors' estates.

Y. Cure Notice. The Debtors filed that certain *Notice of Potential Assumption or Assumption and Assignment of Certain Contracts or Leases Associated With the Non-Rolling Stock Assets* [Docket No. 968] (the "Cure Notice") pursuant to which the Sellers identified the

dollar amount, if any, that the Sellers assert is necessary to be paid to cure all defaults, if any, under their executory contracts and unexpired leases based on the Sellers' books and records (the "Seller Asserted Cure Amount") and served the Cure Notice on the non-Debtor counterparties to the executory contracts and unexpired leases listed thereon in accordance with the Bidding Procedures Order. Except to the extent the Debtors agreed to an extension, pursuant to the Bidding Procedures Order and the Cure Notice, contract counterparties to the Sellers' executory contracts and unexpired leases were required to file objections (each, a "Cure Objection"), if any, to the Seller Asserted Cure Amount by no later than November 9, 2023 at 5:00 p.m. (E.T.). The Cure Notice and the Bidding Procedures Order provided that in the absence of a timely filed Cure Objection, the cure costs set forth in the Cure Notice (each, a "Cure Cost" and, collectively, the "Cure Costs") relating to the period prior to the objection deadline would be controlling and fixed, notwithstanding anything to the contrary in any Assigned Contract, or any other document, and the contract counterparty to any Assigned Contract shall be deemed to have consented to the Cure Costs set forth in the Cure Notice.

Z. With respect to the Assigned Contracts under the Knight Swift Asset Purchase Agreement, the Debtors have paid the Cure Costs for the Downey, CA lease in connection with extension of the Debtors' deadline to assume or reject nonresidential real property leases under section 365(d)(4) of the Bankruptcy [Docket No. 5351]. Additionally, in connection with the Debtors' assumption of the leases, the Debtors have paid the Cure Costs for the Roanoke, VA lease [Docket No. 3076] and for the Santa Maria, CA leases [Docket No. 2385]. Knight Swift is responsible for payment of Cure Costs associated with the San Diego, CA Lease. The Debtors, Bel Air T.T., LLC (landlord for the San Diego, CA Lease), AAA Cooper Transportation (as assignee of the San Diego, CA Lease and subsidiary of Knight Swift), and Knight Swift (as

Guarantor) have entered into a written Assignment and Consent to Assignment and Assumption Agreement, dated February 21, 2025 (the "Consent Agreement") to further demonstrate adequate assurance, which also requires Knight Swift's execution of a guaranty of the San Diego, CA Lease. With respect to the Assigned Contracts under the A. Duie Pyle Asset Purchase Agreement, the Debtors have paid the Cure Costs for the Charleston, WV lease in connection with the Debtors' assumption of the lease [Docket No. 2385].

AA. Adequate Assurance of Future Performance. With respect to each of the Asset Purchase Agreements, the Debtors have sent the counterparty to the Assigned Contracts evidence that the applicable Purchaser has the ability to perform under the Assigned Contract and otherwise complies with the requirements of adequate assurance of future performance under section 365(b)(1) of the Bankruptcy Code. Such contract counterparties to Assigned Contracts that failed to file an objection to the adequate assurance of future performance in advance of the Hearing are forever barred from objecting to the assumption, assignment, and sale of such Assigned Contract on the grounds of a failure to provide adequate assurance of future performance. With respect to the San Diego, CA Lease, as set forth above and in addition to the execution of the Consent Agreement, Knight Swift has agreed to guaranty the performance of its subsidiary (the lease assignee), AAA Cooper Transportation, to further demonstrate adequate assurance of future performance (the "Guaranty"). Based on the evidence adduced at the Hearing and based on the record in these Chapter 11 Cases, to the extent necessary, the Sellers have satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1), 365(b)(3) (to the extent applicable) and 365(f)(2) of the Bankruptcy Code, in connection with the assumption, assignment, and sale of the Assigned Contracts to the extent provided under the Asset Purchase Agreements and: (1) conditioned on the assumption, assignment, and sale of the applicable

Assigned Contract, the applicable Purchaser will cure, in accordance with the terms set forth in this Order, paragraph 39 of the Bidding Procedures Order, and the Asset Purchase Agreement, any default existing prior to the date of the assumption and assignment of such Assumed Contract, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, (2) conditioned on the assumption, assignment, and sale of the applicable Assigned Contract, each Purchaser has provided or will provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date of assumption, assignment, and sale of such Assigned Contract, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and (3) the applicable Purchaser has provided adequate assurance of future performance of and under the applicable Assigned Contracts, within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2) of the Bankruptcy Code based on the evidence adduced at the Hearing.

BB. Single, Integrated Transaction. With respect to each of the Asset Purchase Agreements and each of the Sale Transactions contemplated thereunder, entry of this Order approving the Asset Purchase Agreements and all provisions of this Order and the Asset Purchase Agreements are a necessary condition precedent to the applicable Purchaser consummating the applicable Sale Transactions. The provisions of this Order and the Asset Purchase Agreement and the transactions contemplated by this Order and the Asset Purchase Agreements, including (in each case as applicable) the Sales of the Acquired Assets to the applicable Purchasers, are inextricably linked and technically and collectively constitute a single, integrated transaction.

CC. Consummation is Legal, Valid and Authorized. With respect to each of the Asset Purchase Agreements and each of the Sale Transactions contemplated thereunder, the consummation of each Sale Transactions pursuant to each Asset Purchase Agreement is legal,

valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with.

DD. Legal and Factual Bases. The legal and factual bases set forth in the Motion and at the Bidding Procedures Hearing and the Hearing establish just cause for the relief granted herein.

EE. Waiver of Bankruptcy Rules 6004(h) and 6006(d). With respect to each of the Asset Purchase Agreements, the Debtors have demonstrated (i) good, sufficient, and sound business purposes and justifications for approving each Asset Purchase Agreement and each Sale Transactions contemplated thereunder and (ii) compelling circumstances for the immediate approval and consummation of the transactions contemplated by each Asset Purchase Agreement and all other ancillary documents for each Sale transaction outside of (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code and (b) a chapter 11 plan, in that, among other things, the immediate consummation of the Sales and all transactions contemplated thereby and by the Asset Purchase Agreements are necessary and appropriate to maximize the value of the Debtors' estates, and the Sales will provide the means for the Debtors to maximize distributions to their creditors. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with respect to the transactions contemplated by this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

Section 1. Approval of the Motion

1.1 The relief requested in the Motion is granted as set forth herein.

1.2 Any and all objections and responses to the entry of this Order or to the relief granted herein that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits with

prejudice. All persons and entities notified or deemed notified of the relief sought in the Motion and set forth in this Order that failed to timely object thereto are deemed to consent to such relief.

1.3 Notice of the Motion, the Bidding Procedures Order, the Bidding Procedures Hearing, the Hearing, the Sale Transactions, the Asset Purchase Agreements, and the Debtors' marketing process for the Acquired Assets generally was, in each case, fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

1.4 The Court's findings of fact and conclusions of law in the Bidding Procedures Order, including the record of the Bidding Procedures Hearing, and the record of the Hearing, are incorporated herein by reference. No appeal, motion to reconsider, or similar pleading has been filed with respect to the Bidding Procedures Order, and the Bidding Procedures Order is a final order of the Court, has not been vacated, withdrawn, rescinded, or amended and remains in full force and effect.

Section 2. Approval of the Sale of the Acquired Assets

2.1 Each Asset Purchase Agreement set forth at **Schedule 1** hereto, in each case as filed at the relevant docket number as indicated thereon, including all other ancillary documents, and all of the terms and conditions thereof, in each case as applicable, and the Sale and related transactions contemplated thereby, in each case as applicable, are hereby approved in all respects.

2.2 With respect to each of the Asset Purchase Agreements, pursuant to sections 363 and 365 of the Bankruptcy Code, entry by the Debtors into each Asset Purchase Agreement is hereby authorized and approved as a valid exercise of the Debtors' business judgment. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized to continue performance under and make all payments required by each Asset Purchase Agreement and all

other ancillary documents as and when due thereunder without further order of this Court. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, acting by and through their existing agents, representatives and officers, are authorized, without further order of this Court, to take any and all actions necessary or appropriate to: (a) consummate and close the applicable Sale and the transactions contemplated by, and pursuant to and in accordance with the terms and conditions of, the applicable Asset Purchase Agreement; (b) transfer and assign all right, title, and interest to all assets, property, licenses, and rights to be conveyed in accordance with the terms and conditions of the applicable Asset Purchase Agreement; and (c) execute and deliver, perform under, consummate, and implement the applicable Asset Purchase Agreement and all additional instruments and documents that may be reasonably necessary or desirable to implement the applicable Asset Purchase Agreement and the applicable Sale Transactions, including any other ancillary documents, deeds, assignments, stock powers, transfers of membership interests and other instruments of transfer, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the applicable Asset Purchase Agreement and such other ancillary documents. Neither the Purchaser nor the Sellers shall have any obligation to proceed with the Closing under the applicable Asset Purchase Agreement until all conditions precedent to its obligations to do so have been met, satisfied, or waived in accordance with the terms of the applicable Asset Purchase Agreement.

2.3 With respect to each of the Asset Purchase Agreements, the Debtors are authorized to cause to be filed with the secretary of state of any state or other applicable officials of any applicable Governmental Units (as defined in section 101(27) of the Bankruptcy Code), any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the applicable Asset Purchase Agreement, any related agreements

and this Order, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable Governmental Units or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

2.4 This Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any Adverse Interests against any Debtor (in each case as applicable), any holders of Adverse Interests against or on all or any portion of the Acquired Assets (in each case as applicable), all counterparties to any executory contract or unexpired lease of the Debtors, each Purchaser, any trustees, examiners, receiver or other fiduciary under any section of the Bankruptcy Code or similar law, if any, subsequently appointed in any of the Debtors' Chapter 11 Cases or upon a conversion to chapter 7 of the Bankruptcy Code of any of the Debtors' cases, and any filing agents, filing officers, title agents, title companies, registrars of deeds, administrative agencies, governmental departments, recording agencies, secretaries of state, federal, state, foreign, provincial, and local officials, and all other persons and entities, who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Acquired Assets (in each case as applicable), and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions approved hereby. With respect to each of the Asset Purchase Agreements, the terms and provisions of each Asset Purchase Agreement and this Order shall inure to the benefit of the Debtors, their estates and their creditors, the applicable Purchaser and its Affiliates, and any other

affected third parties, including all persons asserting any Adverse Interests in the Acquired Assets to be sold pursuant to the Asset Purchase Agreement, in each case as applicable, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding. With respect to each of the Asset Purchase Agreements, a certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel, effective upon the applicable Closing Date, any Adverse Interests of record, as provided herein, except with respect to Assumed Liabilities (as applicable) and Permitted Encumbrances (as applicable); *provided* that, for the avoidance of doubt, the provisions of this Order shall be self-executing. This Order shall survive any dismissal or conversion of any of these Chapter 11 Cases or any dismissal of any subsequent chapter 7 cases. With respect to each of the Asset Purchase Agreements, nothing contained in any chapter 11 plan of reorganization or liquidation confirmed in any of these Chapter 11 cases, any order confirming any such chapter 11 plan of reorganization or liquidation or any order approving the wind-down or dismissal of any of these Chapter 11 Cases or any subsequent chapter 7 cases (including any discharge of claims thereunder) or otherwise shall alter, conflict with, or derogate from the provisions of this Order or the applicable Asset Purchase Agreement, and to the extent of any conflict or derogation between this Order or the applicable Asset Purchase Agreement and such future plan or order, the terms of this Order and the applicable Asset Purchase Agreement shall control.

Section 3. Sale and Transfer of Assets

3.1 With respect to each of the Asset Purchase Agreements, pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, upon the applicable Closing Date and thereafter pursuant to the applicable Asset Purchase Agreement, and pursuant to and

except to the extent expressly set forth in the applicable Asset Purchase Agreement, the applicable Acquired Assets shall be transferred free and clear of all applicable Adverse Interests (as set forth in the Asset Purchase Agreement) *provided*, *however*, that solely to the extent expressly set forth in the applicable Asset Purchase Agreement, Adverse Interests shall not include Assumed Liabilities (as defined in the applicable Asset Purchase Agreement) and Permitted Encumbrances (as defined in the applicable Asset Purchase Agreement), with all such Adverse Interests to attach to the proceeds of the applicable Sale in the order of the priority of such Adverse Interests and with the same validity, force, and effect which such Adverse Interests had against the applicable Acquired Assets prior to the entry of this Order, and subject to any claims and defenses the Debtors may possess with respect thereto. Those holders of Adverse Interests who did not object (or who ultimately withdrew their objections, if any) to the applicable Sale are deemed to have consented to such Sale being free and clear of their Adverse Interests pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Adverse Interests who did object to the applicable Sale could be compelled in a legal or equitable proceeding to accept money satisfaction of such Adverse Interests pursuant to section 363(f)(5) of the Bankruptcy Code, or fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are therefore adequately protected by having their Adverse Interests that constitute interests in the Acquired Assets, if any, attach solely to the proceeds of the applicable Sale ultimately attributable to the property in which they have an interest, in each case with the same validity, force and effect that such holders had prior to the entry of this Order, and subject to any claims and defenses of the Debtors. Neither the process by which any of the Acquired Assets were sold, nor the results of any such Sales in the Asset Purchase Agreements (as opposed to selling the Acquired Assets to any other party), create claims of any kind against either the Purchasers or the Debtors, including, without limitation,

claims of any kind under any of the Debtors' executory contracts or unexpired leases, and no claims arising out of the sale process or any Sale itself shall be brought against the Purchasers or the Debtors.

3.2 With respect to each of the Asset Purchase Agreements, conditioned upon the occurrence of the applicable Closing Date (in each case as applicable and defined under the applicable Asset Purchase Agreement), this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Acquired Assets or a bill of sale transferring all of the Debtors' right, title, and interest in such Acquired Assets to the Purchaser pursuant to the terms and allocations set forth in the applicable Asset Purchase Agreement. With respect to each of the Asset Purchase Agreements and for the avoidance of doubt, the Excluded Assets set forth in the Asset Purchase Agreement are not included in the Acquired Assets (under such Asset Purchase Agreement), and the Excluded Liabilities set forth in the Asset Purchase Agreement are not Assumed Liabilities (under such Asset Purchase Agreement), and the Purchaser is not acquiring such Excluded Assets or assuming such Excluded Liabilities.

3.3 With respect to each of the Asset Purchase Agreements, all persons are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the applicable Acquired Assets to the applicable Purchaser in accordance with the applicable Asset Purchase Agreements and this Order.

3.4 Subject to the terms and conditions of this Order, in each case as applicable to each Asset Purchase Agreement, the transfer of the Acquired Assets to the Purchaser pursuant to the Asset Purchase Agreement and the consummation of the Sale and any related actions contemplated thereby do not require any consents other than as specifically provided for in the

Asset Purchase Agreement, constitute a legal, valid, and effective transfer to the Purchaser of all of the Debtors' right, title, and interest in the Acquired Assets, notwithstanding any requirement for approval or consent by any person, and shall vest the Purchaser with the right, title, and interest of the Sellers in and to the Acquired Assets as set forth in the Asset Purchase Agreement, as applicable, free and clear of all Adverse Interests of any kind or nature whatsoever (except to the extent expressly set forth in the Asset Purchase Agreement). This Order is and shall be effective as a determination that, on the applicable Closing Date, all Adverse Interests, other than Assumed Liabilities (as applicable) and Permitted Encumbrances (as applicable), whatsoever existing as to the Acquired Assets prior to the applicable Closing Date, shall have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been effective; *provided*, *however*, that such Adverse Interests shall attach to the proceeds of the applicable Sales in the order of their priority, with the same validity, force and effect which they had before the applicable Closing Date against such Acquired Assets.

3.5 To the maximum extent permitted under applicable law, in each case as applicable to each Asset Purchase Agreement, the Purchaser or its Affiliates, to the extent provided by the Asset Purchase Agreement, shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Sellers constituting Acquired Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are directed to be, transferred to the Purchaser or its Affiliates as of the Closing Date as and to the extent provided by the applicable Asset Purchase Agreement. With respect to each of the Asset Purchase Agreements, to the extent provided by section 525 of the Bankruptcy Code, no Governmental Unit may revoke or suspend any grant, permit, or license relating to the operation of the Acquired Assets sold,

transferred, assigned, or conveyed to the applicable Purchaser or its Affiliates on account of the filing or pendency of these Chapter 11 Cases or the consummation of the applicable Sale. With respect to each of the Asset Purchase Agreements, each and every federal, state, provincial, foreign and local governmental agency or department is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale set forth in each Asset Purchase Agreement. With respect to each of the Asset Purchase Agreements, this Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, provincial, foreign or local government agency, department, or office. With respect to each of the Asset Purchase Agreements, to the greatest extent available under applicable law, each Purchaser shall be authorized to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the applicable Acquired Assets.

3.6 With respect to each Asset Purchase Agreement, all entities that are presently, or on the applicable Closing Date may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed (wherever located) to the Purchaser pursuant to the applicable Asset Purchase Agreement are hereby directed to surrender possession of the Acquired Assets to the Purchaser on the Closing Date.

3.7 With respect to each of the Asset Purchase Agreements, effective upon the Closing Date and except to the extent expressly included in Assumed Liabilities (as defined in the applicable Asset Purchase Agreement) or Permitted Encumbrances (as defined in the applicable Asset Purchase Agreement) or as otherwise expressly provided in the applicable Asset Purchase Agreement, all persons and entities, including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts and unexpired

leases, contract counterparties, customers, licensors, litigation claimants, employees and former employees, dealers and sale representatives, and trade or other creditors holding Adverse Interests against the Debtors or the Acquired Assets, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets or the transfer of the Acquired Assets, hereby are forever barred and estopped from asserting any Adverse Interests relating to the Debtors, the Acquired Assets, or the transfer of the Acquired Assets against the Purchaser and its Affiliates or their respective assets or property (including the Acquired Assets), or the Acquired Assets transferred to the Purchaser (it being understood that such Adverse Interests shall attach to the proceeds of the applicable Sale at the applicable Closing), including, without limitation, taking any of the following actions with respect to or based on any Adverse Interest relating to the Debtors, the Acquired Assets or the transfer of the Acquired Assets (other than to the extent expressly set forth in the Asset Purchase Agreement): (a) commencing or continuing in any manner any action or other proceeding against the Purchaser, its Affiliates or their respective assets or properties (including the Acquired Assets); (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against the Purchaser, its Affiliates or their respective assets or properties (including the Acquired Assets); (c) creating, perfecting, or enforcing any Adverse Interest against the Purchaser or its Affiliates or their respective assets or properties (including the Acquired Assets); (d) asserting an Adverse Interest as a setoff (except for setoffs asserted prior to the Petition Date), or right of subrogation of any kind against any obligation due the Purchaser or Affiliates; (e) commencing or continuing any action in any manner

or place that does not comply, or is inconsistent, with the provisions of this Order or the agreements or actions contemplated or taken in respect thereof; (f) revoking, terminating, failing, or refusing to renew any license, permit, or authorization to operate any business in connection with the Acquired Assets or conduct any of the businesses operated with respect to such assets; or (g) interfering with, preventing, restricting, prohibiting or otherwise enjoining the consummation of the Sale. No such persons shall assert or pursue against the Purchaser or its Affiliates, assets, or property any such Adverse Interest directly or indirectly, in any manner whatsoever.

3.8 With respect to each of the Asset Purchase Agreements, this Order shall be effective as a determination that, as of the applicable Closing Date (as defined in the applicable Asset Purchase Agreements), except as expressly set forth in the applicable Asset Purchase Agreement, (i) no claims other than the Assumed Liabilities (as defined in the applicable Asset Purchase Agreement) will be assertable against the applicable Purchaser or any of its respective assets or property (including the Acquired Assets), (ii) the Acquired Assets shall have been transferred to the applicable Purchaser (or its designee) free and clear of all liens, claims, interests, and encumbrances, subject only to the Assumed Liabilities (as defined in the applicable Asset Purchase Agreement) and Permitted Encumbrances (as defined in the applicable Asset Purchase Agreement), and (iii) the conveyances described herein and in each Asset Purchase Agreement, as applicable, have been effected as of the applicable Closing Date (as defined in each of the Asset Purchase Agreements).

3.9 With respect to each of the Asset Purchase Agreements, if any person or entity that has filed financing statements, mortgages, mechanic's claims, lis pendens, or other documents or agreements evidencing claims against the Debtors or in the Acquired Assets shall not have delivered to the Debtors prior to the Closing (as defined in each of the Asset Purchase

Agreements, as applicable), in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, and/or releases of all liens, claims, interests, and encumbrances that the person or entity has with respect to the Debtors or the Acquired Assets or otherwise, then only with respect to the Acquired Assets that are purchased by the applicable Purchaser (or its designee) pursuant to the Asset Purchase Agreement and this Order, (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Acquired Assets, (b) the Purchaser (or its designee) is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, interests, and encumbrances against the Purchaser and the Acquired Assets as of the applicable Closing Date, and (c) upon consummation of the Sale, the Purchaser (or its designee) may seek, as necessary, in this Court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all liens, claims, interests, and encumbrances that are extinguished or otherwise released pursuant to this Order under section 363 of the Bankruptcy Code, and any other provisions of the Bankruptcy Code, with respect to the applicable Acquired Assets. With respect to each of the Asset Purchase Agreements, notwithstanding the foregoing, the provisions of this Order shall be self-executing and neither the Debtors nor the Purchaser (or its designee) shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order.

3.10 With respect to each of the Asset Purchase Agreements, the Purchaser and its Affiliates and their respective successors, assigns, nominees, designees, members, partners, principals, and shareholders (or equivalent) (collectively, and as applicable, the "Purchaser

Entities") are not and shall not be (a) deemed a "successor" in any respect to the Debtors or their estates as a result of the consummation of the transaction contemplated by the Asset Purchase Agreement or any other event occurring in the Debtors' Chapter 11 Cases under any theory of law or equity, including, without limitation, successor or transferee liability, (b) deemed to have, *de facto* or otherwise, merged or consolidated with or into the Debtors or their estates, (c) deemed to have a common identity with the Debtors, (d) deemed to have a continuity of enterprise with the Debtors, (e) deemed to be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors or (f) deemed to be an alter ego or mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors, in each case of the foregoing, under any theory of law or equity. With respect to each of the Asset Purchase Agreements, each Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability, liability or responsibility for any claim against the Debtors or against an insider of the Debtors, or similar liability except to the extent expressly provided in the Asset Purchase Agreement, including, solely to the extent set forth in the Asset Purchase Agreement, with respect to Assumed Liabilities (as defined in the applicable Asset Purchase Agreement) and the Permitted Encumbrances (as defined in the applicable Asset Purchase Agreement). With respect to each of the Asset Purchase Agreements, except to the extent otherwise set forth in the Asset Purchase Agreement, including, solely to the extent expressly set forth in the Asset Purchase Agreement, with respect to Assumed Liabilities (as defined in the applicable Asset Purchase Agreement), Permitted Encumbrances (as defined in the applicable Asset Purchase Agreement) and the Purchaser's obligations with respect to the transfer of the Acquired Assets and the Assumed Contracts to the Purchaser under the Asset Purchase Agreement shall not result in (i) the

Purchaser, or the Acquired Assets, having any liability or responsibility for any claim against the Debtors or against an insider of the Debtors, (ii) the Purchaser, or the Acquired Assets, having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Adverse Interests or Excluded Liability or (iii) the Purchaser, or the Acquired Assets, having any liability or responsibility to the Debtors, in each case except to the extent expressly set forth in the applicable Asset Purchase Agreement.

3.11 With respect to each of the Asset Purchase Agreements, without limiting the effect or scope of the foregoing, except to the extent expressly provided in the applicable Asset Purchase Agreement, as of the Closing Date (as defined in each of the Asset Purchase Agreements, as applicable), the Purchaser shall have no successor or vicarious liabilities of any kind or character with respect to the applicable Acquired Assets, and such Acquired Assets shall be transferred free and clear of all Adverse Interests (except for Assumed Liabilities (as applicable) and Permitted Encumbrances (as applicable)), including, but not limited to: (a) any employment, labor, or collective bargaining agreements or the termination thereof; (b) any pension, health, welfare, compensation, multiemployer plan (as such term is defined in connection with the Employee Retirement Income Security Act of 1974, as amended), or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan or multiemployer plan of or related to any of the Debtors or any of the Debtors' Affiliates or predecessors or any current or former employees of any of the foregoing, or the termination of any of the foregoing; (c) the Debtors' business operations or the cessation thereof; (d) any litigation involving one or more of the Debtors; (e) any claims of any former employees of the Debtors; (f) any employee, workers' compensation, occupational disease or unemployment or temporary

disability related law; and (g) any claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended; (ii) the Fair Labor Standards Act; (iii) Title VII of the Civil Rights Act of 1964; (iv) the Federal Rehabilitation Act of 1973; (v) the National Labor Relations Act; (vi) the Worker Adjustment and Retraining Notification Act of 1988; (vii) the Age Discrimination in Employee Act of 1967, as amended; (viii) the Americans with Disabilities Act of 1990; (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985; (x) the Multiemployer Pension Plan Amendments Act of 1980; (xi) state, provincial, foreign, and local discrimination laws; (xii) state, provincial, foreign, and local unemployment compensation laws or any other similar state and local laws; (xiii) state workers' compensation laws; (xiv) any other state, provincial, foreign, local or federal employee benefit laws, regulations or rules or other state, provincial, foreign, local or federal laws, regulations or rules relating to, wages, benefits, employment or termination of employment with any or all Debtors or any predecessors; (xv) any antitrust laws; (xvi) any product liability or similar laws, whether state or federal or otherwise; (xvii) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, *et seq*., or similar state statutes; (xviii) any bulk sales or similar laws; (xix) any federal, state, provincial, foreign, or local tax statutes, regulations or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (xx) any common law doctrine of *de facto* merger or successor or transferee liability, successor-in-interest liability theory or any other theory of or related to successor liability, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to,

the applicable Acquired Assets, the applicable Asset Purchase Agreement or the applicable Assumed Contracts except to the extent otherwise set forth in this Order.

3.12 With respect to each of the Asset Purchase Agreements, except as expressly set forth in the applicable Asset Purchase Agreement, including with respect to Assumed Liabilities (as applicable) and Permitted Encumbrances (as applicable), it is expressly ordered and directed that the Sale of the Acquired Assets is free and clear of any and all unemployment compensation taxes and any related contribution and reimbursement obligations of the Debtors, and all state tax and labor agencies shall treat the applicable Purchaser as a “new employer” in all respects and for any applicable tax rates and contribution and reimbursement obligations and “experience rates” as of and after the applicable Closing Date (and each state unemployment compensation law agency or department shall be prohibited from treating the applicable Purchaser as a successor of the Debtors for any contribution rates, benefit charges, benefit rates, experience rates or similar charges or taxes).

3.13 With respect to each of the Asset Purchase Agreements, subject to the terms and provisions of the applicable Asset Purchase Agreement, the Purchaser is hereby authorized in connection with the consummation of the applicable Sale to transfer or direct the transfer of any or all of the applicable Acquired Assets and the applicable Assumed Contracts (or any rights to acquire the Acquired Assets and the Assumed Contracts) to its nominees, and/or direct and indirect subsidiaries, in a manner as it, in its sole and absolute discretion, deems appropriate and to assign, sublease, sublicense, transfer or otherwise dispose of any of the Acquired Assets or the rights under any Assumed Contract to its direct and indirect subsidiaries with all of the rights and protections accorded under this Order and the applicable Asset Purchase Agreement, and the Debtors shall

cooperate with and take all actions reasonably requested by the applicable Purchaser to effectuate any of the foregoing.

Section 4. <u>Assumption and Assignment</u>

4.1 With respect to each Asset Purchase Agreement (as and to the extent applicable in each case thereunder), pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date, and subject to Paragraphs 4.6, 4.17 and 4.18 hereof, the Sellers' assumption, assignment, and sale to the Purchaser, and the Purchaser's assumption on the terms set forth in the Asset Purchase Agreement of the Assigned Contracts, is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Subject to Paragraphs 4.6, 4.17 and 4.18 hereof, the Debtors are hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume, assign, and sell to the applicable Purchaser, effective upon the applicable Closing Date of the Sale of the Acquired Assets or thereafter pursuant to the applicable Asset Purchase Agreement, the Assigned Contracts free and clear of all Adverse Interests of any kind or nature whatsoever (except to the extent expressly set forth in the Asset Purchase Agreement) and execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to the Purchaser.

4.2 With respect to each Asset Purchase Agreement (as and to the extent applicable in each case thereunder), upon the date that each Assigned Contract is assumed, assigned, and sold, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title, and interest of each Assigned Contract, under the respective Asset Purchase Agreement, as applicable.

4.3 With respect to each Asset Purchase Agreement (as and to the extent applicable in each case thereunder), the Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract that is assumed, assigned and sold to the Purchaser pursuant to the applicable Asset Purchase Agreement (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, or requires any counterparty to consent to assignment. With respect to the San Diego, CA Lease, notwithstanding any other provisions of this Order, the Consent Agreement and the Guaranty, attached hereto as **Schedule 2** and **Schedule 3**, are approved by the Court.

4.4 Subject to paragraphs 4.6, 4.17 and 4.18 hereof, each Purchaser, as applicable, has provided adequate assurance of future performance for the Assigned Contracts (as defined in the applicable Asset Purchase Agreement) within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

4.5 Upon the Closing Date, the contract counterparties to such Assigned Contracts are hereby enjoined from taking any action against the Purchaser or the Acquired Assets with respect to any claim for cure.

4.6 Subject to paragraph 39 of the Bidding Procedures Order, any executory contract or unexpired lease for which there is an unresolved adequate assurance objection shall not be assumed, assigned and sold unless (i) all such objections relating to such contract or lease are withdrawn, (ii) the contract or lease counterparty and the Purchaser consents, or (iii) the Court subsequently orders otherwise.

4.7 With respect to each Asset Purchase Agreement (as and to the extent applicable in each case thereunder), the payment of the applicable Cure Costs (if any) shall effect a cure of all defaults existing as of the date that the Assigned Contracts are assumed and shall compensate for any actual pecuniary loss to such contract counterparty resulting from such default.

4.8 With respect to each Asset Purchase Agreement (as and to the extent applicable in each case thereunder), pursuant to section 365(f) of the Bankruptcy Code, the assignment and sale by the Debtors to the Purchaser of the Assigned Contracts, under each Asset Purchase Agreement, shall not constitute a default thereunder. Upon the applicable Closing Date, the Debtors and the Purchaser shall not have any further liabilities to the contract counterparties to such Assigned Contracts, other than the Purchaser's obligations under such Assigned Contracts that become due and payable on or after the date that such Assigned Contracts are assumed, assigned, and sold.

4.9 Any provisions in any Assigned Contracts (as and to the extent applicable under each Asset Purchase Agreements, as applicable) that prohibit or condition the assumption, assignment and sale of such Assigned Contracts or allow the party to such Assigned Contracts to terminate, recapture, impose any penalty or condition on renewal or extension, purport to require the consent of any counterparty, or modify any term or condition upon the assignment and sale of such Assigned Contracts constitute unenforceable anti-assignment provisions that are void and of no force and effect with respect to the assignment and sale of the Assigned Contracts to the Purchaser and all Assigned Contracts shall remain in full force and effect, without existing default(s), subject only to payment by the Purchaser of the appropriate cure amount, if any. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the

assumption by the Debtors and assignment and sale to the applicable Purchaser of the Assigned Contracts under each Asset Purchase Agreement have been satisfied.

4.10 Subject to paragraphs 4.17 and 4.18 hereof, any party having the right to consent to the assumption, assignment or sale of any Assigned Contract under any Asset Purchase Agreement that failed to object to such assumption, assignment and/or sale is deemed to have consented to such assumption, assignment and sale as required by section 365(c)(1)(B) of the Bankruptcy Code.

4.11 As and to the extent applicable under each Asset Purchase Agreement, as of the date of assignment and sale to the applicable Purchaser, the Purchaser shall be deemed to be substituted for the Debtors as a party to the Assigned Contracts and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any liability under such Assigned Contracts arising from and after the assignment and sale.

4.12 With respect each Asset Purchase Agreement and each Sale, as applicable, all counterparties to the Assigned Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the applicable Purchaser, and shall not charge the Purchaser for, any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale.

4.13 With respect to each Asset Purchase Agreement and each Sale, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all counterparties to the Assigned Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors or the applicable Purchaser any assignment fee, rent acceleration, rent increase on account of assignment, default, breach, claim, pecuniary loss, or condition to assignment, arising under or related to the

Assigned Contracts, existing as of the date that such Assigned Contracts are assumed, assigned and sold or arising by reason of the Closing. For the avoidance of doubt, nothing in this paragraph alters any counterparty's entitlement to the Cure Cost determined pursuant to paragraph 39 of the Bidding Procedures Order with respect to its Assigned Contract.

4.14 Notwithstanding any term of any Assigned Contract (under any Asset Purchase Agreement, as applicable) to the contrary, any extension or renewal options or other rights contained in such Assigned Contract that purport to be personal only to, or exercisable only by, the Debtors, a named entity, or an entity operating under a specific trade name, may, in each case, be freely exercised to their full extent by the applicable Purchaser subject to the other applicable terms of the Assigned Contract. Any extension or renewal options in connection with all Assigned Contracts that the Debtors have sought to exercise prior to the entry of this Order have been timely and validly exercised by the Debtors, and all Assigned Contracts are in full force and effect and have not been previously rejected, and the Debtors' time to assume or reject the Assigned Contracts has not otherwise expired.

4.15 With respect to each Asset Purchase Agreement and each sale, neither the applicable Purchaser nor any successor of the Purchaser shall be responsible for any Adverse Interests or obligations arising out of any of the executory contracts or unexpired leases that are not assumed, assigned, and sold to the Purchaser, except to the extent specifically provided by the applicable Asset Purchase Agreement.

4.16 Notwithstanding anything to the contrary in this Order or the applicable Asset Purchase Agreement, with respect to each Assigned Contract under each Asset Purchase Agreement, from and after the date that such Assigned Contract is assumed, assigned and sold to the applicable Purchaser, the Purchaser shall be responsible for continuing obligations under such

Assigned Contract, *cum onere*, including, without limitation, liabilities for any breach of such Assigned Contract occurring after such assumption, assignment and sale and obligations to pay year-end adjustment and reconciliation amounts that become obligations after the entry of this Order (irrespective of whether such obligations accrued before, on, or after assumption, assignment and sale of the Assigned Contract), including real property taxes, tax reconciliations, common area charges and insurance premiums, in each case subject to the terms and conditions of the applicable Assigned Contracts, and subject to any defenses provided by such Assigned Contracts and applicable non-bankruptcy law and unless otherwise agreed.

4.17 Notwithstanding anything in this Order to the contrary, to the extent that executory contracts and unexpired leases that were not previously included in the Cure Notice are designated for assumption, assignment and sale after the applicable Closing Date (with respect to each Asset Purchase Agreement, as applicable), the right of counterparties to such applicable contracts and leases to object to the assumption, assignment and sale thereof, including with respect to cure amounts and adequate assurance of future performance, is reserved to the extent set forth in the following paragraph, and the Sellers shall not be authorized to assume, assign and sell such contracts and leases to the applicable Purchaser absent compliance with the following paragraph or further order of the Court.

4.18 In the case of any executory contracts and/or unexpired leases that the Debtors seek to assume, assign and sell pursuant to each Asset Purchase Agreement, as applicable, that were not previously included in the Cure Notice, following receipt of a written notification by the applicable Purchaser (email shall suffice) that an executory contract and/or unexpired lease is designated for assumption, assignment and sale, pursuant to the Order and the applicable Asset Purchase Agreement, the Debtors shall file with the Court, subject to paragraph 39 of the Bidding

Procedures Order, a written supplemental Cure Notice of the Debtors' intent to assume, assign and sell such executory contract and/or unexpired lease, substantially in the form of the Cure Notice attached as an exhibit to the Bidding Procedures Order (each, a "Supplemental Cure Notice"). The Debtors shall serve such Supplemental Cure Notice via electronic first class mail on each of the following parties (the "Supplemental Cure Notice Parties"): (i) each counterparty to any such executory contract and/or unexpired lease (and their known counsel) to be assumed, assigned and sold by the Debtors, (ii) the U.S. Trustee, (iii) counsel to the Committee, and (iv) counsel to the applicable Purchaser. The Debtors shall also serve on affected counterparties and their respective known counsel by electronic mail (if available) or overnight mail adequate assurance information for the applicable Purchaser. The Supplemental Cure Notice shall set forth the following information, to the best of the Debtors' knowledge: (a) the street address of the real property that is the subject of any unexpired lease that the Debtors seek to assume, assign and sell or a description of any executory contract that the Debtors seek to assume, assign and sell, (b) the name and address of the affected counterparties (and their known counsel), (c) a description of the deadlines and procedures for filing objections to the Supplemental Cure Notice, if so permitted as set forth below or in the Bidding Procedures Order, and (d) any proposed cure amounts as of that time. A party in interest may object to a Supplemental Cure Notice solely with respect (i) to the proposed cure amount contained therein but only to the extent such objection could not have been raised prior to the Cure Objection Deadline, or (ii) adequate assurance of future performance. Any such objection must be in writing and filed and served so that such objection is filed with this Court and actually received by the Debtors and the Supplemental Cure Notice Parties no later than fourteen (14) calendar days after the date the Debtors served the applicable Supplemental Cure Notice. If no permitted objection is timely filed and served with respect to the applicable

Supplemental Cure Notice, all non-Debtor parties to such executory contract and/or unexpired lease shall be deemed to have consented to the cure amount set forth in such supplemental Cure Notice. If a permitted objection to a Supplemental Cure Notice is timely filed and served on the Supplemental Cure Notice Parties in the manner specified above, unless the parties agree otherwise in writing, a hearing will be scheduled by the Court to consider that objection. The assumption, assignment and sale of any executory contract and/or unexpired lease set forth in a Supplemental Cure Notice shall be deemed to have occurred as of the date of filing of a Supplemental Cure Notice upon payment of the cure amount, unless otherwise agreed by the relevant counterparty.

Section 5. Consumer Privacy Provisions

5.1 With respect to each Asset Purchase Agreement and each Sale Transaction thereunder, to the extent applicable, the Purchaser shall be bound by and meet the material standards established by the Sellers' privacy policies solely with respect to the personally identifiable information transferred to the Purchaser (as applicable) pursuant to the Asset Purchase Agreement; *provided*, however, that nothing in this Order shall affect, limit, restrict, prohibit or impair any right to amend or replace the Sellers' privacy policies on a going forward basis with respect to the personally identifiable information transferred to the applicable Purchaser, in accordance with the terms thereof and applicable law.

Section 6. Additional Provisions

6.1 Stay Relief. With respect to each of the Asset Purchase Agreements, the automatic stay pursuant to section 362 is hereby lifted to the extent necessary, without further order of this Court, to (i) allow each applicable Purchaser to deliver any notice provided for in the applicable Asset Purchase Agreement and any ancillary documents and (ii) allow such Purchaser

to take any and all actions permitted under this Order, the Asset Purchase Agreement and any ancillary documents in accordance with the terms and conditions thereof.

6.2 Bulk Transfer Laws. With respect to each of the Asset Purchase Agreements, each of the Sellers and the Purchasers hereby waive, and shall be deemed to waive, any requirement of compliance with, and any claims related to non-compliance with, the provisions of any bulk sales, bulk transfer, or similar law of any jurisdiction that may be applicable.

6.3 Non-Interference. With respect to each of the Asset Purchase Agreements, following the Closing Date, no holder of an Adverse Interest in or against the Debtors or the Acquired Assets, nor any other person or entity, shall interfere with the applicable Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to such Adverse Interest or any actions that the Debtors or their successors, including any chapter 11 or chapter 7 trustee, has taken or may take in these Chapter 11 Cases or any successor chapter 7 cases.

6.4 Authorization. With respect to each of the Asset Purchase Agreements, the Debtors, including their respective officers, employees, and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of each Asset Purchase Agreement and this Order. The Debtors shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of each Asset Purchase Agreement, this Order and the relief granted pursuant to this Order.

6.5 Good Faith. With respect to each of the Asset Purchase Agreements, the Sale Transactions contemplated by each Asset Purchase Agreement is undertaken by the applicable Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal, modification or vacatur on appeal of the

authorization provided herein to consummate the Sale shall not affect the validity or enforceability of the Sale (including, for the avoidance of doubt, the assumption, assignment and sale to the Purchaser of the Assumed Contracts and the Sale of the Acquired Assets free and clear of all Adverse Interests (unless otherwise assumed under, or permitted by, the Asset Purchase Agreement)), or the obligations or rights granted pursuant to the terms of this Order, unless such authorization and consummation of such Sale are duly and properly stayed pending such appeal. The Purchaser under each Asset Purchase Agreement is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. The Purchaser has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Acquired Assets, and therefore the sale of the Acquired Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code or other applicable law or statute.

6.6 Certain Provision Relating to Police or Regulatory Enforcement. With respect to each of the Asset Purchase Agreements, nothing in this Order or in any Asset Purchase Agreement releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner, lessee, or operator of property after the date of entry of this Order. Nothing in this Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, (e) certification, or (f) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

6.7 Provision Regarding Chubb Companies and Westchester. Notwithstanding anything to the contrary in this Order, the Motion, any of the Asset Purchase Agreements, the Bidding Procedures Order, the Bidding Procedures, the Assumption and Assignment Procedures, any Cure Notice, any Supplemental Cure Notice, any notice or list of Assigned Contracts and/or Cure Costs, the Stalking Horse Approval Order, or any documents relating to any of the foregoing, (a) nothing shall permit or otherwise effectuate a sale, assumption, assignment or any other transfer to any Purchaser at this time of (i) any insurance policies that have been issued by ACE American Insurance Company, ACE Property and Casualty Insurance Company, Westchester Surplus Lines Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Illinois Union Insurance Company, Bankers Standard Insurance Company, Federal Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Great Northern Insurance Company, and/or any of their U.S.-based affiliates and/or any predecessors and successors of any of the foregoing (collectively, and solely in their capacities as insurers under the foregoing policies, the "Chubb Companies") to, or pursuant to which coverage is provided by the Chubb Companies to, any of the Debtors (or their affiliates or predecessors) at any time, and all agreements, documents or instruments relating to such policies, including, without limitation, any collateral or security provided by or on behalf of any of the Debtors (or their affiliates or predecessors) to any of the Chubb Companies and the proceeds thereof (collectively, the "Chubb Insurance Contracts"), and/or (ii) any rights, interests, proceeds, benefits, claims, rights to payments and/or recoveries under or related to such Chubb Insurance Contracts including, without limitation, any of the Chubb Companies' indemnity, subrogation, setoff, recoupment, and/or other rights; (b) the Chubb Insurance Contracts and any rights, interests, proceeds, benefits, claims, rights to payments and/or recoveries under or related to such Chubb

Insurance Contracts (i) are not and shall not be deemed to be Assigned Contracts, Seller Support Obligations, Acquired Assets, or a portion of any of the Acquired Assets sold, assigned or otherwise transferred as part of any of the Sales hereunder, and (ii) shall be deemed to be Excluded Assets; (c) nothing shall alter, modify or otherwise amend the terms, conditions, rights, and/or obligations of and/or under the Chubb Insurance Contracts; (d) for the avoidance of doubt, the Purchasers are not, and shall not be deemed to be, insureds under any of the Chubb Insurance Contracts; provided, however, that, to the extent any claim with respect to the Acquired Assets arises that is covered by the Chubb Insurance Contracts, the Debtors may pursue such claim in accordance with the terms of the Chubb Insurance Contracts, and, if applicable, turn over to the Purchasers any such insurance proceeds (each, a "Proceed Turnover"), provided, further, however, that the Chubb Companies shall not have any duty to effectuate a Proceed Turnover or liability related to a Proceed Turnover; (e) nothing shall permit or otherwise effectuate a sale, assumption, assignment, or any other transfer at this time to any Purchaser of (i) any surety bond issued by Westchester Fire Insurance Company ("Westchester") on behalf of any Debtor, or its affiliate and/or predecessor (the "Westchester Bonds"), (ii) any indemnity agreement, collateral agreement and/or other related agreement to the Westchester Bonds between Westchester and any Debtor, or its affiliate and/or predecessor, (iii) any Westchester collateral, including, without limitation, cash, letters of credit and/or the proceeds of collateral; (iv) any of Westchester's indemnity, subrogation, setoff, recoupment, and/or surety rights (together with item (iii), the "Westchester Security"); or (v) any agreements governing the Westchester Security (collectively with items (i), (ii), (iii), and (iv), the "Westchester Bond Agreements"); (f) for the avoidance of doubt the Westchester Bond Agreements shall not constitute Acquired Assets, Assigned Contracts, or Seller Support Obligations; and (g) nothing shall alter, modify, or otherwise amend the terms, rights, or

obligations under the Westchester Bond Agreements and specifically, but without limiting the generality of this clause (g), nothing shall permit or otherwise allow the substitution of any of the Purchasers as principal under any of the Westchester Bonds.

6.8 Provision Regarding ASIC and Argo. Notwithstanding anything to the contrary in this Order, the Motion, the Asset Purchase Agreements, the Bidding Procedures Order, the Bidding Procedures, the Assumption and Assignment Procedures, any Cure Notice, any Supplemental Cure Notice, any notice or list of Assigned Contracts and/or Cure Costs, the Stalking Horse Approval Order, or any documents relating to any of the foregoing, (a) nothing shall permit or otherwise effectuate a sale, assumption, assignment, or any other transfer at this time to any Purchaser of (i) any surety bond issued by Atlantic Specialty Insurance Company ("ASIC") or Argonaut Insurance Company ("Argo") (collectively, the "Sureties" and each a "Surety") on behalf of any Debtor, or its affiliate and/or predecessor (the "Surety Bonds"), (ii) any indemnity agreement, collateral agreement and/or other related agreement to the Surety Bonds between a Surety and any Debtor, or its affiliate and/or predecessor, (iii) any Surety collateral, including, without limitation, cash, letters of credit and/or the proceeds of collateral; (iv) any Surety's indemnity, subrogation, setoff, recoupment, and/or surety rights (together with item (iii), the "Surety Security"); or (v) any agreements governing the Surety Security (collectively with items (i), (ii), (iii), and (iv), the "Surety Bond Agreements"); (b) for the avoidance of doubt the Surety Bond Agreements shall not constitute Acquired Assets, Assigned Contracts, or Seller Support Obligations; and (c) nothing shall alter, modify, or otherwise amend the terms, rights, or obligations under the Surety Bond Agreements and specifically, but without limiting the generality of this clause (g), nothing shall permit or otherwise allow the substitution of the Purchasers as principal under any of the Surety Bonds.

6.9 Provision Regarding Knight-Swift Purchaser. Notwithstanding anything to the contrary in the Sale Order, the Acquired Assets (including the Acquired Real Property) under that certain Asset Purchase Agreement with Knight-Swift Transportation Holdings Inc., attached to the Motion (the "Knight Asset Purchase Agreement"), shall be transferred subject to certain provisions of the Knight Asset Purchase Agreement: (i) the Acquired Assets shall include all preference and avoidance claims and causes of action as provided for in Section 1.1(e) of the Knight Asset Purchase Agreement; (ii) Sellers shall not enter into any new Contract related to the Acquired Assets pursuant to Section 6.1 of the Knight Asset Purchase Agreement; (iii) Sellers shall maintain all insurance policies in effect as to the Acquired Assets pursuant to Section 6.9 of the Knight Asset Purchase Agreement; (iv) Sellers' obligation to remove Rolling Stock shall be governed by Section 6.13 of the Knight Asset Purchase Agreement; (v) for the avoidance of doubt, Purchaser shall not be required to file income tax returns for the Acquired Assets pursuant to Section 9.4(b) of the Knight Asset Purchase Agreement; (vi) the definition of "Contract" from the Knight Asset Purchase Agreement shall apply in all respects; (vii) the definition of "Permitted Encumbrances" from the Knight Asset Purchase Agreement shall apply in all respects; and (viii) Purchaser's obligation to pay Cure Costs as part of the Assumed Liabilities shall be governed by Section 1.3(b) of the Knight Asset Purchase Agreement in all respects, and, upon payment of such Cure Costs by Purchaser as provided for in Section 1.3(b) of the Knight Asset Purchase Agreement, the contract counterparties to such Assigned Contracts and Assumed Leases are hereby enjoined from taking any action against Purchaser or the Acquired Assets with respect to any cure claim.

6.10 Cooperation. With respect to each of the Asset Purchase Agreements, from time to time, as and when requested by any party, each party to each Asset Purchase Agreement

shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale, including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in the Purchaser its right, title and interest in and to the Acquired Assets.

6.11 Scope of Approval. With respect to each of the Asset Purchase Agreements, the failure specifically to include any particular provisions of the Asset Purchase Agreements, including any of the documents, agreements, or instruments executed in connection therewith, in this Order shall not diminish or impair the efficacy, approval, or effectiveness of such provision, document, agreement, or instrument, it being the intent of this Court that each Asset Purchase Agreement and each such document, agreement or instrument be authorized and approved in its entirety, except as otherwise specifically set forth herein.

6.12 Post-Closing Claims Administration. With respect to each of the Asset Purchase Agreements, after the applicable Closing Date: (a) neither the Debtors nor any successor in interest, including any chapter 11 or chapter 7 trustee in these Chapter 11 Cases or any successor chapter 7 cases, shall consent or agree to the allowance of any claim to the extent it would constitute an Assumed Liability (as applicable) or Permitted Encumbrance (as applicable) without the prior written consent of the applicable Purchaser; and (b) such Purchaser shall have standing to object to any claim against the Debtors and their estates to the extent that, if allowed, it would constitute an Assumed Liability or Permitted Encumbrance, and the Court will retain jurisdiction to hear and determine any such objections.

6.13 Notice of Sale Closing. With respect to each of the Asset Purchase Agreements, within three (3) Business Days of the occurrence of the Closing of each applicable Sale, the Debtors shall file and serve a notice of the closing of such Sale.

6.14 Computations of Time-Periods. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

6.15 Order Governs in Event of Inconsistencies. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Order shall govern. With respect to each of the Asset Purchase Agreements, to the extent there are any inconsistencies between the terms of this Order and the Asset Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

6.16 Modifications. With respect to each of the Asset Purchase Agreements, the parties to each Asset Purchase Agreement may make any non-material modifications, amendments or supplements to such agreement and to any related agreements, documents or other instruments in accordance with the terms thereof without further order of this Court.

6.17 Non-Severability. With respect to each of the Asset Purchase Agreements, the provisions of this Order as applies to each applicable Purchaser for each applicable Asset Purchase Agreement are nonseverable and mutually dependent.

6.18 No Stay. Notwithstanding the provisions of the Bankruptcy Rules, including Bankruptcy Rules 6004(h), 6006(d), and 7062, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is waived and shall not apply.

6.19 Retention of Jurisdiction. With respect to each of the Asset Purchase Agreements and the Sale Transactions contemplated thereunder, this Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and each of the Asset Purchase Agreements, and all amendments thereto any waivers and consents thereunder, and of each of the agreements executed in connection therewith to which the Debtors are a party or which have been assigned by the Debtors to the applicable Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transactions or the Asset Purchase Agreements

Dated: February 21st, 2025
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Asset Purchase Agreements

Purchaser	Asset Purchase Agreement	Purchase Price	Real Property (Address/Site #)	Cure Costs
Knight-Swift Transportation Holdings Inc.	*Asset Purchase Agreement dated as of January 31, 2025 by and among Knight-Swift Transportation Holdings, Inc., as Purchaser, and Yellow Corporation and its Subsidiaries Named Herein, as Sellers*	$9,900,000.00	1. 11937 Regentview Avenue, Downey CA	-
			2. 223 East Roemer Way, Santa Maria CA	-
			3. 9525 Padgett Street, San Diego CA	$57,724.53
			4. 1665 Seibel Drive NE, Roanoke VA	-
A. Duie Pyle	*Asset Purchase Agreement dated as of February 11, 2025 by and among A. Duie Pyle, Inc., as Purchaser, and Yellow Corporation and its Subsidiaries Named Herein, as Sellers*	$4,500,000.00	1. 20820 Midstar Drive, Bowling Green OH	-
			2. 2201 6th Avenue, Charleston WV	-
TForce Properties, Inc.	*Asset Purchase Agreement dated as of February 6, 2025, by and among TForce Properties, Inc., as Purchaser, and Yellow Corporation and its Subsidiaries Named Herein, as Sellers*	$700,000.00	1. 1061 River Road, Fayetteville NC	-

Schedule 2

Consent Agreement

ASSIGNMENT AND CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**" or the "**Consent Agreement**") is dated as of February 21, 2025 and is entered into by and between: BEL AIR T.T. LLC, a Nevada limited liability company ("**Landlord**"); YRC INC., a Delaware corporation, d/b/a/ YRC FREIGHT ("**Tenant,**" "**Assignor**" or "**YRC**"); and AAA COOPER TRANSPORTATION, an Alabama corporation ("**Assignee**" or "**ACT**") and KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC. ("**Guarantor**" or "**KSTH**"). Landlord, Assignor and Assignee may each be referred to as a "**Party**," or, collectively, as the "**Parties**," with respect to this Agreement and the subject matter hereof.

RECITALS

A. Landlord (through its successor-in-interest, NATMI Truck Terminals, LLC, a Delaware limited liability company) and YRC entered into that certain "Lease Agreement" dated January 30, 2009 (and exhibits and addenda appended thereto and incorporated therein) (collectively, the "**Original Lease**"), as thereafter amended by Landlord and Tenant's "First Amendment to Lease" dated in or about July 2020 (the "**First Amendment**"), whereby Tenant leases from Landlord and Landlord leases to Tenant certain commercial premises located at 9525 Padgett Street, San Diego, California 92126 (the "**Premises**"). The Original Lease and First Amendment are collectively referred to as the "**Lease**" herein.

B. YRC is currently the debtor in a Chapter 11 bankruptcy entitled *In re YELLOW CORPORATION, et al.*, Case No. 23-11069 (CTG) in the U.S. Bankruptcy Court for the District of Delaware (the "**Court**"). Effective upon the Effective Date (defined below) of this Agreement, the Court will have approved YRC's Motion to, *inter alia*, Assume and Assign its interest in the Lease (filed on or about February 11, 2025) to KSTH (or its affiliate [here, Assignee]) the (the "**Assumption Motion**"), this Consent Agreement will become effective and (a) ACT will be the Assignee under the Lease and (b) KSTH will be the Guarantor of Assignee's obligations under the Lease,

C. Assignor has requested that Landlord consent to the assignment and assumption hereinbelow (the "**Assignment**") by Assignor of its rights, title, interest and obligations under the Lease to Assignee. Landlord is willing to consent to the Assignment on the terms and conditions contained herein and subject to the Court's approval of YRC's Assumption Motion.

AGREEMENT

NOW, THEREFORE, in reliance upon and consideration of the foregoing Recitals and the conditions and covenants hereinafter contained, and for other good consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>Adoption of Recitals</u>. Landlord, Assignor and Assignee hereby adopt the foregoing Recitals as true and correct and same are incorporated fully herein. All initial capitalized terms used herein shall have the same respective meanings as are given such terms in the Lease, unless expressly provided otherwise in this Agreement.

2. <u>Assignment and Assumption</u>. Effective as of the date that the Court has entered the Order approving the assignment and assumption of the Lease from YRC to Assignee and conditioned upon (a) Assignor and Assignee's execution of this Assignment and compliance with the terms of Section 6 below and (b) Guarantor's execution and delivery to Landlord of the Guaranty (the "**Effective Date**"), Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Lease and to the Premises, and Assignee hereby accepts such assignment, assumes all of Assignor's obligations under the Lease, agrees to be bound by all of the provisions thereof and to perform all of the obligations of the Tenant thereunder from and after the Effective Date. Assignor acknowledges and agrees that Assignor had not previously paid any security deposit to Landlord under the Lease and, therefore, Landlord is not in possession of any security deposit and no deposit exists to assign or hold for the benefit of . Such assignment and assumption is made upon, and is subject to, all of the terms, conditions and provisions of this Agreement.

3. <u>Landlord's Consent</u>. Subject to the terms and conditions of this Agreement and its receipt of all of the consideration provided for herein, Landlord hereby consents to the assignment and assumption set forth in this Agreement. This Agreement shall not be construed to modify, waive or amend any of the terms, covenants and conditions of the Lease, except as expressly set forth herein, or to waive any breach thereof or any of Landlord's rights or remedies thereunder or to enlarge or increase any obligations of Landlord, Assignor or Assignee under the Lease.

4. <u>Assumption By Assignee and Non-Release of Assignor</u>. Neither the Assignment and assumption contemplated herein nor Landlord's consent thereto shall release or discharge Assignor or its insurers (or any other responsible persons/entities) from any liability under the Lease, whether known or unknown, to the extent such liability accrued or arises from acts and/or omissions that occurred prior to the Effective Date.

5. <u>No Landlord Defaults; No Prior Assignments</u>. Assignor represents and warrants to Landlord and agree that, as a condition to and as further consideration for

Landlord's consent hereto, as of the Effective Date, there are no breaches or defaults under the Lease by Landlord; Assignor, Assignee and Guarantor represent and warrant that they know of any events or circumstances which, given the passage of time or notice or both, would constitute a default under the Lease by Landlord. Assignor represents and warrants that it is the sole tenant under the Lease and has not heretofore assigned or transferred its leasehold interest and no other persons or entities are in possession of the Premises as of the Effective Date.

6. Further Consideration for Landlord's Consent.

a. As further consideration and as a condition precedent to the enforceability and effectiveness of this Agreement and Landlord's consent thereto, Assignee (and Guarantor) agree as follows.

i. By no later than one (1) business day after the date of the Court's entry of the Order granting the Assumption Motion, Guarantor will deliver to Landlord the Original of the Guaranty, attached hereto as Exhibit "A" and incorporated fully herein by this reference, duly executed by Guarantor;

ii. By no later than five (5) business days after the date of the Court's entry of the Order granting the Assumption Motion, Assignee will pay to Landlord, via wire transfer (pursuant to complete and accurate instructions heretofore provided to Assignee on or before the date of the Court's entry of the Order granting the Assumption Motion), the sum of **57,724.53** (representing the cure amount for (1) the $53,974.53 in unpaid pre-petition base rent for the Premises and (2) legal fees in the sum of $3,750.00 incurred as a result of Tenant's default);

iii. By no later than five (5) business days after the date of the Court's entry of the Order granting the Assumption Motion, Assignee will deliver to Landlord the certificates of insurance concerning (and additional insured endorsement(s) naming Landlord (and its Managing Member) and Landlord's property manager Pacific Industrial) as an additional insured on) the policies of insurance required of Tenant under the Lease.

b. Assignee's and Guarantor's Acknowledgement; .

i. Assignee and Guarantor represent and warrant to Landlord that Landlord has made no representations or warranties, express or implied, regarding the Premises or the property upon which the Premises is situated, accessed and utilized or the improvements thereto and thereon or matters affecting same, including, without limitation, the physical condition of the Premises and all of the equipment serving same, the size/square footage of the Premises, title to, or the boundaries of the Premises, the fitness and suitability of the Premises for Assignee's use, the parking and parking lot conditions, the roof, drainage or other water management features, the structural, electrical

and/or mechanical conditions and compliance with applicable laws, water, soil and geologic conditions, the presence, existence or absence of hazardous wastes, toxic substances or other environmental matters, compliance with applicable laws including, without limitation, with respect to the construction, design, installation and operation of any and all improvements, building systems and the like, any and all building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics (including seismic damage), all matters related to any economic conditions or projections, the value of the leasehold, the value of the Premises, and any other information pertaining to the Premises.

ii. Assignee agrees and expressly acknowledges that, by accepting the Assignment of and assuming the Lease, Assignee will perform all of the obligations of the Tenant under the terms of the Lease from the Effective Date.

c. No Implied Warranties. Assignor, acknowledge and agree that Landlord specifically disclaims: (i) all warranties implied by law arising out of or with respect to the execution of the Lease and this Agreement, any aspect or element of the Premises, including, without limitation, all implied warranties of merchantability, habitability and/or fitness for a particular purpose; and (ii) any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (A) the nature and condition of the Premises as discussed in subparagraph (a) above; (B) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (C) the compliance of the Premises or its operation with any and all applicable laws.

7. <u>Further Transfers</u>. Neither the Assignment and assumption nor this consent thereto shall be construed as a waiver of Landlord's right to consent to any subletting by the Assignee or to any assignment by the Assignee of its rights, title, interest and obligations under the Lease, or as a consent to any portion of the Premises being used or occupied by any other party. No such action by Landlord (nor this Agreement) shall relieve any persons or entities from any liability to Landlord or otherwise with regard to the Premises.

8. <u>General Provisions</u>.

a. Representations and Warranties. Assignors represents and warrants to Landlord that: (i) no portion of the Premises has been assigned or sublet to any third parties or persons (other than the Assignment, as referenced herein above); and (ii) no other person, firm or entity has any right, title or interest in the Premises as a tenant (or in any other capacity) that are occupied by Tenant. The Parties represent and warrant to each other that each, respectively, has the full right, legal power and actual authority to enter into, and bind itself to the terms and conditions of, this Agreement and has obtained, to the

extent required, the approval of any board of directors, shareholders, managers, and/or general or limited partners.

b. Estoppel. Assignor further represents and warrants to the Landlord that (i) the Lease is in full force and effect; (ii) except for the assumption and assignment conditionally approved by this Consent Agreement, the Lease has not been assigned, encumbered, modified, extended or supplemented, except as may be expressly set forth in this Agreement; (iii) each knows of no defense or counterclaim to the enforcement of the Lease; (iv) each is not entitled to any reduction, offset or abatement of the rent or any other sums payable under the Lease, except to the extent expressly provided in the Lease (e.g., in the event of a casualty); and (v) Landlord has completed all work, if any, to be performed by Landlord under the Lease and has paid all contributions and other sums due to Tenant under the Lease.

c. Brokers – No Broker Commission. The Parties hereto, respectively, each covenant and agree that (i) under no circumstances shall Landlord be liable for any brokerage commission or other charge or expense in connection with the assignment and/or any transaction(s) by and between Assignor, Assignee and/or Guarantor, and (ii) the Assignor, Assignee and Guarantor each agree to and will protect, defend, indemnify and hold Landlord and Landlord's employees, officers, directors, shareholders, managing members, members, managers, corporate and business affiliates, predecessors, successors, heirs and assigns (collectively, the "**Landlord Parties**") harmless from any claims, causes of action, demands, damages, injuries, expenses, liabilities, attorneys' fees, expert fees and costs, judgment and/or award commenced and/or obtained by any person or entity for any commission or fees arising from or related to the transactions at issue in this Agreement.

d. Attorneys' Fees. If any Party hereto commences litigation against the other(s) for the specific performance of this Agreement, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the Parties hereto agree to and hereby do waive any right to a trial by jury and, in the event of any such commencement of litigation, the prevailing Party shall be entitled to recover from the other Party/Parties to such litigation such costs and reasonable attorneys' fees as may have been incurred.

e. Controlling Law. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

f. Counterparts; Binding Effect. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. This Agreement shall (i) only be binding upon the Effective Date; and (ii) inure to the benefit of, and shall be binding upon, the Parties hereto and their respective legal representatives, successors and assigns. Each Party hereto, and their respective successors and assigns, shall be authorized to rely upon the signatures

of all Parties hereto which are delivered by facsimile, email or other electronic means as constituting duly authorized, irrevocable, actual, current delivery of this Agreement. The Parties hereto consent and agree that this Agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign, Adobe or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the Party so signing as a paper copy bearing such Party's handwritten signature. The Parties further consent and agree that, to the extent a Party signs this Agreement using electronic signature technology, the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

g. Construction; Interpretation. The section/paragraph captions utilized in this Agreement are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only. As used herein, the singular number includes the plural and the masculine gender includes the feminine and neuter.

h. Partial Invalidity. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

i. Entire Agreement. This Agreement, the terms and conditions hereof, and such other instruments expressly made a part hereof, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior agreements between the Parties hereto with respect thereto. This Agreement may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the Party to be charged and unless such amendment has been approved in writing by Landlord. Except as set forth in this Agreement, all of the terms and provisions of the Lease remain unmodified and in full force and effect. All references to "Tenant" in the Lease shall, as of the Effective Date hereof, refer to ACT. All references to the "Lease" shall, as of the Effective Date hereof, refer to the Lease as further assigned, assumed and/or amended by this Agreement.

j. Notices. Any notice required or permitted to be given to any Party hereunder shall be delivered (i) personally, (ii) by certified mail, return receipt requested, (iii) by a nationally recognized overnight courier, addressed to the Party to whom it is intended and sent to the respective address set forth below, or to such other address as that Party may designate for service of notice by a notice given in accordance with the provisions of this Section 8(j), and any such notice shall be deemed delivered (A) upon delivery or refusal of delivery, if delivered personally, (B) on the date shown on the return

receipt, or (C) the first business day following deposit with a nationally recognized overnight courier:

To Assignee and Guarantor:	AAA Cooper Transportation c/o Real Estate Group Attn: Nick Lemm – Real Estate Director 2002 W. Wahalla Lane Phoenix, Arizona 85027 E: realestate@knighttrans.comt Email: nlemm@usxpress.com Phone: 423-510-3419
To Assignor:	YRC, Inc. c/o Kirkland & Ellis LLP Attn: Allyson B. Smith, Esq. 601 Lexington Avenue, New York, New York 10022 E: allyson.smith@kirkland.com
To Landlord:	Bel-Air TT, LLC c/o Bon Appetit Bakery Attn: Ms. Mahasti Mashon 4525 District Blvd Vernon CA 90058 E: mahasti@bonappetitbakery.com **With Copy To:** Patrick C. McGarrigle, Esq. McGarrigle, Kenney & Zampiello, APC 9600 Topanga Canyon Boulevard, Suite 200 Chatsworth, California 91311 E: patrickm@mkzlaw.com

k. SDN List. Assignee represents and warrants that no officer, director, shareholder, employee, partner, member or other principal of Assignee is listed as a Specially Designated National and Blocked Person ("**SDN**") on the list of such persons and entities issued by the U.S. Treasury Office of Foreign Assets Control ("**OFAC**"). In the event Assignee or any officer, director, shareholder, employee, partner, member or other principal either is or becomes listed as an SDN, Assignee (*i.e.*, the Tenant, as of the Effective Date) shall be deemed in breach of the Lease, Assignee and Tenant shall be

deemed in breach of this Agreement and Landlord shall have the right to terminate this Lease upon written notice and without liability to Tenant.

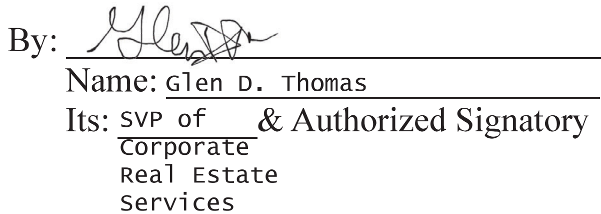
l. **Accessibility Disclosure.** Landlord hereby discloses to Assignor, Assignee and Guarantor, in accordance with California Civil Code Section 1938, and Assignor and Assignee, and each of them, hereby acknowledge that the Premises have not undergone an inspection by a Certified Access Specialist (CASp) to determine whether the Premises meet applicable construction-related accessibility standards pursuant to California Civil Code Section 55.51, *et seq.*

BY EXECUTING THIS AGREEMENT, EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT IT HAS READ THIS ENTIRE AGREEMENT CAREFULLY AND UNDERSTANDS EACH OF THE TERMS AND PROVISIONS SET FORTH HEREINABOVE. This Agreement shall not become effective until it has been and executed by and exchanged between the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"**ASSIGNEE**"

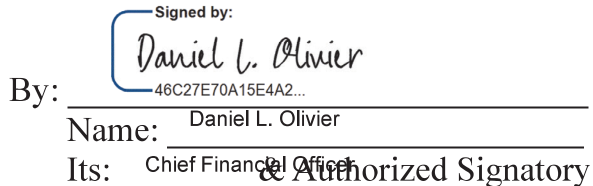
AAA COOPER TRANSPORTATION, an Alabama corporation



By: ______________________
Name: Glen D. Thomas
Its: SVP of Corporate Real Estate Services & Authorized Signatory

"**ASSIGNOR**"

YRC INC., a Delaware corporation, d/b/a/ YRC FREIGHT



By: ______________________
Name: Daniel L. Olivier
Its: Chief Financial Officer & Authorized Signatory

"**LANDLORD**"

BEL AIR T.T. LLC, a Nevada limited liability company

By: ______________________
Name: ______________________
Its: ________ & Authorized Signatory

deemed in breach of this Agreement and Landlord shall have the right to terminate this Lease upon written notice and without liability to Tenant.

l. **Accessibility Disclosure.** Landlord hereby discloses to Assignor, Assignee and Guarantor, in accordance with California Civil Code Section 1938, and Assignor and Assignee, and each of them, hereby acknowledge that the Premises have not undergone an inspection by a Certified Access Specialist (CASp) to determine whether the Premises meet applicable construction-related accessibility standards pursuant to California Civil Code Section 55.51, *et seq.*

BY EXECUTING THIS AGREEMENT, EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT IT HAS READ THIS ENTIRE AGREEMENT CAREFULLY AND UNDERSTANDS EACH OF THE TERMS AND PROVISIONS SET FORTH HEREINABOVE. This Agreement shall not become effective until it has been and executed by and exchanged between the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"**ASSIGNEE**"

AAA COOPER TRANSPORTATION, an Alabama corporation

By: ______________________________
Name: ____________________________
Its: ________& Authorized Signatory

"**ASSIGNOR**"

YRC INC., a Delaware corporation, d/b/a/ YRC FREIGHT

By: ______________________________
Name: ____________________________
Its: ________& Authorized Signatory

"**LANDLORD**"

BEL AIR T.T. LLC, a Nevada limited liability company

By: ______________________________
Name: Mabash Mashhoon
Its: ________& Authorized Signatory

Guaranty Affirmation

The undersigned, Knight- Swift Transportation Holdings INC. ("**Guarantor**"), the Guarantor under that certain "Guaranty of Lease" dated on or about February 21, 2025 (the "**Guaranty**"), hereby (i) acknowledges and consents to the Consent Agreement provided hereinabove, and (ii) agrees that the terms and conditions of the Guaranty, including Guarantor's promises, covenants and guaranties thereunder, shall and do apply to the Lease defined above and guaranty Assignee's obligations and Assignee's performance under the Lease.

KNIGHT – SWIFT TRANSPORTATION HOLDINGS, INC.

By: Todd Carlson
Name: Todd F. Carlson
Its: General Counsel & Authorized Signatory

EXHIBIT A – FORM OF GUARANTY

GUARANTY

THIS **GUARANTY** ("**Guaranty**") is made this 21st day of February, 2025 (the "**Effective Date**") by **KNIGHT – SWIFT TRANSPORTATION HOLDINGS INC**., a Delaware corporation ("**Guarantor**"), in favor of **BEL AIR T.T. LLC**, a Nevada limited liability company ("**Lessor**" or "**Landlord**"), in connection with that certain "Lease Agreement" dated as of January 30, 2009 (the "**Original Lease**"), as amended by that First Amendment to Lease dated in July 2020 ("**First Amendment**") October 26, 2022 (collectively, the "**Lease**") between Lessor and AAA COOPER TRANSPORTATION, an Alabama corporation ("**AAA Cooper**") ("**Lessee**" or "**Tenant**"), as assignee tenant of the Lease from the predecessor lessee, YRC INC., a Delaware corporation, d/b/a/ YRC FREIGHT ("**YRC**"), concerning certain premises commonly known as 9525 Padgett Street, San Diego, California 92126 (the "**Premises**") and more particularly described in the Lease. As a material inducement to and in consideration of Lessor entering into the ASSIGNMENT AND CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment Agreement**") and consenting to the assignment of the Lease by YRC to AAA Cooper, Guarantor agrees to and does hereby fully guaranty the performance of AAA Cooper, as Lessee, under the Lease, as follows:

1. The Lease is hereby incorporated into this Guaranty and made a part hereof by this reference. Guarantor acknowledges having received and reviewed the Lease and the Assignment Agreement prior to the execution hereof. All capitalized terms defined in the Lease shall have the same meanings when referred to herein unless otherwise defined herein.

2. Guarantor does hereby unconditionally and irrevocably guarantee, as a primary obligor and not as a surety, and promise to perform and be liable for, any and all obligations and liabilities of Lessee under the Lease from and after the Effective Date, including, without limitation, the payment of rent and all other sums now or hereafter becoming due or payable under the Lease to Lessor and the full and timely performance of all other covenants, obligations and duties to be performed by Lessee under the Lease. Guarantor's obligations under this Guaranty are continuing and unconditional.

3. A separate action may be brought or prosecuted against Guarantor, whether or not an action is brought or prosecuted against any other guarantor or Lessee. If Lessee defaults under the Lease, Lessor may proceed immediately against Guarantor or Lessee, or both, or Lessor may enforce against Guarantor or Lessee, or both, any rights that it has under the Lease or against Guarantor pursuant to this Guaranty. If the Lease terminates, Lessor may enforce any remaining rights thereunder against Guarantor without giving prior notice to Lessee or Guarantor, and without making any demand on either of them. .

4. Guarantor hereby waives notice of or the giving of its consent to any extensions, amendments or modifications which may hereafter be made to the terms of the Lease, and this Guaranty shall guarantee the performance of the Lease as extended, amended or modified, or as the same may be assigned from time to time. Guarantor waives the right to require Lessor to (i) proceed against Lessee; (ii) proceed against or exhaust any security that Lessor holds from Lessee; or (iii) pursue any remedy in Lessor's power. Guarantor waives any defense by reason of any disability of Lessee. Until all of Lessee's obligations to Lessor have been discharged in full, Guarantor shall have no right of subrogation against Lessee.

5. Guarantor waives its right to enforce any remedies that Lessor now has, or later may have, against Lessee. Guarantor waives any right to participate in any security now or later held by Lessor. Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notice of protests, notices of dishonor and notices of acceptance of this Guaranty, and waive all notices of existence, creation, or incurring of new or additional obligations from Lessee to Lessor. Without limiting the generality of the waivers contained in this Guaranty, Guarantor hereby expressly waives any and all benefits arising under California Civil Code Sections 2809, 2810, 2819, 2845, 2848, and 2850.

6. If Lessor disposes of its interest in the Lease, "Lessor," as used in this Guaranty, shall mean Lessor's successors-in-interest and assigns. The non-prevailing party, in any lawsuit enforcing Guarantor's obligations under this Guaranty, shall pay to the prevailing party all costs incurred, including, without limitation, prevailing party's reasonable attorneys' fees, expert and consultant fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed, or in enforcing this Guaranty against the undersigned.

7. This Guaranty will continue unchanged by any bankruptcy, reorganization or insolvency of Lessee or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Lessee.

8. Guarantor's obligations under this Guaranty may not be assigned and shall be binding upon Guarantor's heirs and successors. This Guaranty may not be modified or amended in any way without the express written consent of Lessor and Guarantor. If any provision of this Guaranty shall be invalid or unenforceable, the remainder of this Guaranty shall not be affected thereby and shall otherwise remain valid and enforceable. This Guaranty shall be governed by the laws of, and may be enforced in the courts of, the State of California.

9. If more than one individual and/or entity signs this Guaranty, the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

10. Guarantor represents and warrants that: (a) Guarantor is a duly authorized and existing corporation in good standing under the laws of Delaware ; and (b) this Guaranty is binding upon Guarantor in accordance with its terms. Upon request by Lessor, Guarantor agrees to and shall deliver to Lessor by March 31 of each year during the Lease term the most current Form 10-Q filed by Guarantor with the Securities and Exchange Commission of the United States.

{Signature on following page}

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS OF THIS GUARANTY, INCLUDING, WITHOUT LIMITATION, THE WAIVERS CONTAINED IN THIS GUARANTY AND SAID WAIVERS ARE KNOWINGLY AND INTENTIONALLY.

Executed on this 21st day of February, 2025.

Address of Guarantor:

2002 W Wahalla Lane
Phoenix, AZ 85027
Attn: General Counsel
T: (602) 606-6684
E: TCarlson@knighttrans.com

GUARANTOR:

KNIGHT – SWIFT TRANSPORTATION HOLDINGS INC, a Delaware corporation

By: Todd Carlson
Name: Todd F. Carlson
Title: General Counsel

Schedule 3

Guaranty

GUARANTY

THIS **GUARANTY** ("**Guaranty**") is made this 21st day of February, 2025 (the "**Effective Date**") by **KNIGHT – SWIFT TRANSPORTATION HOLDINGS INC**., a Delaware corporation ("**Guarantor**"), in favor of **BEL AIR T.T. LLC**, a Nevada limited liability company ("**Lessor**" or "**Landlord**"), in connection with that certain "Lease Agreement" dated as of January 30, 2009 (the "**Original Lease**"), as amended by that First Amendment to Lease dated in July 2020 ("**First Amendment**") (collectively, the "**Lease**") between Lessor and AAA COOPER TRANSPORTATION, an Alabama corporation ("**AAA Cooper**") ("**Lessee**" or "**Tenant**"), as assignee tenant of the Lease from the predecessor lessee, YRC INC., a Delaware corporation, d/b/a/ YRC FREIGHT ("**YRC**"), concerning certain premises commonly known as 9525 Padgett Street, San Diego, California 92126 (the "**Premises**") and more particularly described in the Lease. As a material inducement to and in consideration of Lessor entering into the ASSIGNMENT AND CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment Agreement**") and consenting to the assignment of the Lease by YRC to AAA Cooper, Guarantor agrees to and does hereby fully guaranty the performance of AAA Cooper, as Lessee, under the Lease, as follows:

1. The Lease is hereby incorporated into this Guaranty and made a part hereof by this reference. Guarantor acknowledges having received and reviewed the Lease and the Assignment Agreement prior to the execution hereof. All capitalized terms defined in the Lease shall have the same meanings when referred to herein unless otherwise defined herein.

2. Guarantor does hereby unconditionally and irrevocably guarantee, as a primary obligor and not as a surety, and promise to perform and be liable for, any and all obligations and liabilities of Lessee under the Lease from and after the Effective Date, including, without limitation, the payment of rent and all other sums now or hereafter becoming due or payable under the Lease to Lessor and the full and timely performance of all other covenants, obligations and duties to be performed by Lessee under the Lease. Guarantor's obligations under this Guaranty are continuing and unconditional.

3. A separate action may be brought or prosecuted against Guarantor, whether or not an action is brought or prosecuted against any other guarantor or Lessee. If Lessee defaults under the Lease, Lessor may proceed immediately against Guarantor or Lessee, or both, or Lessor may enforce against Guarantor or Lessee, or both, any rights that it has under the Lease or against Guarantor pursuant to this Guaranty. If the Lease terminates, Lessor may enforce any remaining rights thereunder against Guarantor without giving prior notice to Lessee or Guarantor, and without making any demand on either of them. .

4. Guarantor hereby waives notice of or the giving of its consent to any extensions, amendments or modifications which may hereafter be made to the terms of the Lease, and this Guaranty shall guarantee the performance of the Lease as extended, amended or modified, or as the same may be assigned from time to time. Guarantor waives the right to require Lessor to (i) proceed against Lessee; (ii) proceed against or exhaust any security that Lessor holds from Lessee; or (iii) pursue any remedy in Lessor's power. Guarantor waives any defense by reason of any disability of Lessee. Until all of Lessee's obligations to Lessor have been discharged in full, Guarantor shall have no right of subrogation against Lessee.

5. Guarantor waives its right to enforce any remedies that Lessor now has, or later may have, against Lessee. Guarantor waives any right to participate in any security now or later held by Lessor. Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notice of protests, notices of dishonor and notices of acceptance of this Guaranty, and waive all notices of existence, creation, or incurring of new or additional obligations from Lessee to Lessor. Without limiting the generality of the waivers contained in this Guaranty, Guarantor hereby expressly waives any and all benefits arising under California Civil Code Sections 2809, 2810, 2819, 2845, 2848, and 2850.

6. If Lessor disposes of its interest in the Lease, "Lessor," as used in this Guaranty, shall mean Lessor's successors-in-interest and assigns. The non-prevailing party, in any lawsuit enforcing Guarantor's obligations under this Guaranty, shall pay to the prevailing party all costs incurred, including, without limitation, prevailing party's reasonable attorneys' fees, expert and consultant fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed, or in enforcing this Guaranty against the undersigned.

7. This Guaranty will continue unchanged by any bankruptcy, reorganization or insolvency of Lessee or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Lessee.

8. Guarantor's obligations under this Guaranty may not be assigned and shall be binding upon Guarantor's heirs and successors. This Guaranty may not be modified or amended in any way without the express written consent of Lessor and Guarantor. If any provision of this Guaranty shall be invalid or unenforceable, the remainder of this Guaranty shall not be affected thereby and shall otherwise remain valid and enforceable. This Guaranty shall be governed by the laws of, and may be enforced in the courts of, the State of California.

9. If more than one individual and/or entity signs this Guaranty, the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

10. Guarantor represents and warrants that: (a) Guarantor is a duly authorized and existing corporation in good standing under the laws of Delaware ; and (b) this Guaranty is binding upon Guarantor in accordance with its terms. Upon request by Lessor, Guarantor agrees to and shall deliver to Lessor by March 31 of each year during the Lease term the most current Form 10-Q filed by Guarantor with the Securities and Exchange Commission of the United States.

{Signature on following page}

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS OF THIS GUARANTY, INCLUDING, WITHOUT LIMITATION, THE WAIVERS CONTAINED IN THIS GUARANTY AND SAID WAIVERS ARE KNOWINGLY AND INTENTIONALLY.

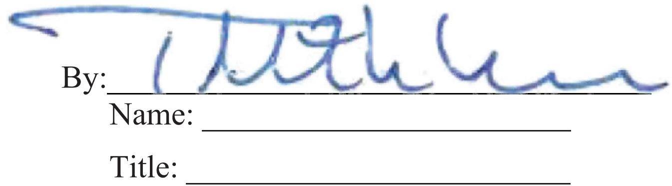
Executed on this 21st day of February, 2025.

Address of Guarantor:

____
____
Attn: ________________
T: ____________________
E: ____________________

GUARANTOR:

KNIGHT – SWIFT TRANSPORTATION HOLDINGS INC, a Delaware corporation



By:____________________________________
Name: _________________________
Title: __________________________