

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
COMPLEX BUSINESS LITIGATION DIVISION**

GROCERKEY, INC.
GIGPOINT LLC
POINT PICKUP ENTERPRISES, INC.
POINT PICKUP MANAGEMENT, LLC
POINT PICKUP NOW, INC.
POINT PICKUP TECHNOLOGIES, INC.

Assignors,
To:

PETER HURWITZ,
Assignee.

CASE NO: 2024-003495-CA-01
(Consolidated)

**ASSIGNEE'S MOTION (I) TO APPROVE THE SALE OF CERTAIN ASSETS FREE
AND CLEAR OF CLAIMS, LIENS AND ENCUMBRANCES,
AND (II) FOR OTHER RELATED RELIEF**

(HEARING REQUESTED FOR MAY 30, 2024 AT 9:00 A.M.)

TO CREDITORS AND OTHER INTERESTED PARTIES:

PLEASE TAKE NOTICE that, pursuant to Section 727.111(4), Florida Statutes, the Assignee may sell assets of the estate, as described herein, and the Court may consider these actions without further notice unless a party in interest files an objection before the hearing set to consider this motion. If you object to the relief requested in this paper, you must file your objection with the Clerk of the Court at 601 NW 1st Court, 16th Floor, Miami, FL , and serve a copy on the Assignee's attorneys, Eyal Berger, Esq. and D. Brett Marks, Esq., Akerman LLP, 201 East Las Olas Boulevard, Suite 1800, Fort Lauderdale, FL 33301, eyal.berger@akerman.com and brett.marks@akerman.com and any other appropriate person. If you do not file an objection within the time permitted, the Assignee and the Court will presume that you do not oppose the granting of the relief requested in the paper.

Peter Hurwitz, (the "Assignee"), solely as the Assignee for the benefit of creditors of creditors of Point Pickup Technologies, Inc., a Delaware corporation ("PPUP Technologies"),

and Point Pickup Now, Inc., a Delaware corporation (“**PPUP Now**” and together with PPUP Technologies, collectively, “**Assignors**”), and not individually, by and through his undersigned counsel, and pursuant to Florida Statutes §§ 727.102, 727.108(1), 727.109(1), (7), and (15), and 727.111(4), files this *Motion (I) to Approve the Sale of Certain Assets Free and Clear of Claims, Liens and Encumbrances, and (II) for Other Related Relief* (the “**Motion**”), and in support thereof, states as follows:

BACKGROUND

1. On February 23, 2024, a *Petition Commencing Assignment for the Benefit of Creditors* was filed by the Assignee, thereby commencing the following assignments for the benefit of creditors cases (the “**Assignments**”) pursuant to Chapter 727 of the Florida Statutes, in this Court: *In re Point Pickup Now, Inc.*, Case No. 2024-003737-CA-01 and *In re Point Pickup Technologies, Inc.*, Case No. 2024-003738-CA-01 (collectively, the “**Assignment Cases**”).

2. Prior to filing the Assignments, the Assignors have been engaged in the business providing fulfillment and last-mile delivery services for retailers and other enterprises across the United States (the “**Business**”). Assignors are indebted to creditors, is unable to pay their debts, and are desirous of providing for payment of its debts as far as it is possible.

3. Assignee has determined, in his business judgment, that the best way to maximize the value of the assets of Assignors and to maximize the return for creditors is to sell substantially all of the assets of Assignors, including outstanding accounts receivables, intellectual property and certain causes of action, to Purchaser directly, without the attendant costs of an auction.

4. All of the assets of Assignors constitute the assignment estate (collectively, the “**Assignment Estate**”), to be administered by the Assignee. Pursuant to Fla. Stat. Chapter 727, the Assignee is required to liquidate the assets of the Assignment Estate.

5. Hilco Corporate Finance (“**HCH**”), the estate’s retained investment banker, has thoroughly marketed the assets of the Assignors for sale, and through those extensive sale efforts, obtained the bid proposed herein from Pickup Delivered, LLC (“**Purchaser**”) for the purchase of substantially all assets of the Assignors for a total Purchase Price of \$100,000.00. The terms of the proposed sale of substantially all of the assets of Assignor’s PUPPP Technologies and PUPP Now between the Assignee and the Purchaser is contained in the Asset Purchase Agreement attached hereto as **Exhibit A**.

6. On March 22, 2024 the Assignee filed the first sale motion in this case (Docket No. 33), which sought to sell, pursuant to an auction, substantially all of the assets of Assignor GrocerKey, Inc. The Assignee received one bid of \$250,000.00 from purchaser Wynshop Inc., which sale the Court approved on April 23, 2024 (Docket No. 51) after a hearing held on April 18, 2024 and which sale included the assumption of certain executory contracts by Wynshop.

7. Centrade Integrated SRL (the “**Secured Creditor**”) asserts a prepetition security interest in the Intellectual Property (“**IP**”) of Assignors identified in Disclosure Schedule 2.1 of the attached APA (the “**Disputed Lien**”).

8. While a dispute exists as to the extent and amount of the Secured Creditor's lien over the IP, the Assignee and the Secured Creditor, after engaging in good faith negotiations as to the alleged lien and how sale proceeds should be split, agreed to the following: upon payment by the Purchaser to the Assignee of the Purchase Price, the Assignee will transfer \$40,000.00 of the Purchase Price in full satisfaction of the Secured Creditor's liens over the IP, while the Assignee, on behalf of the estates of the Assignors, shall retain \$60,000.00.

THE PROPOSED SALE OF ASSETS¹

9. Assignee proposes that the sale of the Acquired Assets to the Purchaser pursuant to the terms of the attached APA for a total Purchase Price of \$100,000.00, plus the assumption of the executory contracts in Disclosure Schedule 2.3 of the APA is in the best interests of the estate and creditors. No Cash, causes of action of the estates of the Assignors, nor accounts receivable are being sold as part of the APA.

10. Specifically, the APA contemplates purchase, sale, assumption and assignment of all of certain of the assets of Assignors used in, or otherwise relating to the operation of Business, “as is” and “where is”, free and clear of all liens, which assets include (collectively, the “**Acquired Assets**”):

- a) all of PPUP’s deposits, security deposits, prepayments, and prepaid expenses as of the Closing Date that relate to any Assigned Contract or any other Acquired Asset;
- b) all customer lists;
- c) Assigned Contracts set forth on **Disclosure Schedule 2.3**, excluding any other cure amounts related to the Assigned Contracts other than those amounts set forth on **Disclosure Schedule 2.3**, which shall be satisfied by Seller on behalf of PPUP from the proceeds of the Purchase Price;
- d) all Software and PPUP Intellectual Property together with all income, royalties, damages, and payments due or payable to PPUP at the Closing or thereafter relating to the PPUP Intellectual Property Rights, the right to register, prosecute, maintain, and defend the rights of PPUP in the PPUP Intellectual Property, the right to sue and recover damages for past or future infringements or misappropriations thereof, and the right to fully and entirely stand in the place of PPUP in all matters related thereto; and
- e) all permits, to the extent transferable, necessary for Purchaser to perform its obligations under the Assigned Contracts after the Closing;
- f) all Books and Records, except those Books and Records set forth on **Disclosure Schedule 2.2**;

¹ To the extent the summary provided in this Motion diverts from the APA, the APA shall govern.

- g) the Debtor's email addresses, website (including the URL, electronic images, text, and source codes therein), facsimile numbers, telephone numbers, and cellphones;
- h) all rights and claims with respect to the Acquired Assets and Assumed Liabilities, including all enforcement rights, for Acquired Causes of Action, and refunds including with respect to taxes for all periods ended after the Closing Date;
- i) all promotional materials, catalogues, research materials, mailing lists and customer lists, all names and addresses of customers, sales reports by title and by customer, all customer data and shipping data and information (including all photos and images) to the extent available relating to the Business;
- j) the amount of, and all rights to any, insurance proceeds received by PPUP after the Effective Date in respect of the loss, destruction, or condemnation of any Acquired Assets occurring prior to, on, or after the Closing or any Assumed Liabilities;
- k) all outstanding orders for PPUP's products as of the Closing Date, which shall be transferred to Purchaser at Closing for processing and fulfillment;
- l) all goodwill relating to the items set forth in this Disclosure Schedule 2.1.

11. The proposed APA expressly excludes from sale the following assets of the Assignment Estate:

- a) all cash and cash equivalents which are not included in Disclosure Schedule 2.1, above;
- b) all accounts receivable and customer accounts;
- c) all equipment, computers (including all copies of software installed on any such computers, servers, or other electronic equipment, and any documentation and media constituting, describing, or relating to such copies, including manuals, technical specifications and the like), furniture, supplies, fixtures, and other tangible personal property of PPUP;
- d) all Inventory, which as used herein shall mean, any and all of PPUP's (i) owned, finished or partially finished, products manufactured or to be distributed by or on PPUP's behalf, and (ii) any and all other owned inventory, and any finished goods returned by any of PPUP's customers, whether returned before or after the Closing Date, in each case ((i) or (ii)), wherever located, including all finished goods, works in process, raw materials, and all other materials and supplies to be used or consumed by or on behalf of Debtor in the production of finished goods or the operation of the Business, if any exists.

- e) all investment property, instruments, chattel paper, and real estate, if any exists;
- f) the corporate charter, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books and other documents relating to the organization and existence of PPUP as a limited liability company;
- g) any Books and Records that do not relate to the Business, the Acquired Assets or the Assumed Liabilities or that Seller is, in its good faith determination, required by law to retain, provided that Purchaser shall have the right, to make copies of any such Books and Records to the extent they related to the Business, the Acquired Assets or the Assumed Liabilities;
- h) all of the PPUP's bank accounts and lockboxes;
- i) all rights of Seller and PPUP under this Agreement or any of the Transaction Documents;
- j) all insurance policies, except to the extent constituting an Assigned Contract;
- k) Excluded Contracts;
- l) all insurance claims, insurance premium refunds, and proceeds to the extent related to any Excluded Asset;
- m) Claims against any third party under Fla. Stat. 726.101, et seq.;
- n) .all membership interests and all other equity interests of or relating to the PPUP.
- o) all rights to net operating losses, tax refunds, credits, or similar benefits for all periods ended on or prior to the Closing Date;

12. The Assignee believes that the proposed closed sale of the Acquired Assets to the Purchaser is in the best interest of the Assignment Estate, because it allows for a liquidation of substantially all of the tangible and intangible assets of the Assignment Estate on an expedited and efficient basis, thereby reducing the costs of administering the Assignment Estate. The Acquired Assets, although sold not through an auction, were marketed extensively, but given the limited existing market for the Acquired Assets, especially the IP, the universe of potentially interested

parties was limited. Based on the limited market and value of the Acquired Assets, the Assignee, in his business judgment, determined that an auction would not be cost effective to pursue.

13. The Assignee and the Assignment Estate lack the resources to perform the Assignors' obligations under the Assumed Contracts to be acquired by the Purchaser. Accordingly, the assumption and assignment of the Assumed Contracts (as defined in the APA) by and to the Purchaser will relieve the Assignment Estate of the performance obligations and liabilities associated with the Assumed Contracts.

14. The Assignee believes that given his marketing efforts of HCH allowed for a fair and open sale process that will maximize the value received for the Purchased Assets.

REQUESTED RELIEF

15. Pursuant to Fla. Stat. § 727.108(1), the Assignee "shall [c]ollect and reduce to money the assets of the estate" including by public or private sale.

16. Pursuant to Fla. Stat. § 727.109(7), the Court has the power to "hear and determine a motion brought by the assignee for approval of a proposed sale of assets of the estate other than in the ordinary course of business ..." Further, the Court is authorized to "[e]xercise any other powers that are necessary to enforce or carry out the provisions of this chapter." Fla. Stat. § 727.109(15).

17. Fla. Stat. § 727.114 establishes the priority of claims, giving first priority to "creditors with liens on assets of the estate, which liens are duly perfected pursuant to applicable law, [who] *shall receive the proceeds from the disposition of their collateral, less the reasonable, necessary expenses* of preserving or disposing of such collateral to the extent of any benefit to such creditors."

18. Reading these three sections together (Fla. Stat. §§ 727.108, 727.109 and 727.114), the only logical result is that the Assignee may sell collateral, and the Court may approve a sale of collateral *free and clear of liens*, with such liens to attach to the proceeds of the sale² and to be paid in the order of priority established by the statute. *See In re Italkkitchen International Inc., et al.*, Case No. 12-13342-CA-40, In the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, June 14, 2012 (J. Jose M. Rodriguez) (authorizing sale of assets free and clear of claims, liens and encumbrances pursuant to the powers granted the court pursuant to Fla. Stat § 727.109(15)); *In re Ultimate Gamer, LLC*, Case No. 22-007748-CA-01, In the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, July, 8, 2022 (J. Alan Fine) (same); *In re MyPhoto, LLC*, Case No. 50-202-CA-000573, In the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, February 20, 2020 (J. Janis B. Keyser) (same); *In re Lacerta Therapeutics, Inc.*, Case No. 2023-CA-004801, February 15, 2024, In the Circuit Court of the Eighth Judicial Circuit in and for Alachua County, Florida (J. George M. Wright)(same).

19. Other than the Disputed Lien, which claim is being settled as part of this Motion, the Assignee is not aware of any holder of a properly perfected lien on the Assignment Estate's assets that opposes the proposed sale. However, in an abundance of caution, the Assignee requests that the Court approve the sale of the Acquired Assets to Purchaser, free and clear of all liens, claims and encumbrances, with such liens, claims and encumbrances to attach to the proceeds of the Sale.

² Such liens shall attach to the proceeds of the Sale, less the reasonable, necessary expenses of preserving or disposing of such collateral. *See* Fla. Stat. § 727.114(1)(a).

WHEREFORE, the Assignee respectfully requests the Court enter an Order, in the form attached hereto as **Exhibit B**: (i) granting this Motion; and (ii) granting such other and further relief as the Court deems just and proper.

Date: May 7, 2024

Respectfully submitted,

AKERMAN LLP

/s/ Eyal Berger

Eyal Berger, Esq.

Florida Bar Number: 011069

Primary: eyal.berger@akerman.com

Secondary: jeanette.martinezgoldberg@akerman.com

Secondary: kimberly.shinder@akerman.com

D. Brett Marks, Esq.

Florida Bar Number: 099635

Primary: brett.marks@akerman.com

Secondary: charlene.cerda@akerman.com

201 East Las Olas Boulevard, Suite 1800

Fort Lauderdale, Florida 33301

Telephone: 954-463-2700

Facsimile: 954-463-2224

Counsel for Assignee, Peter Hurwitz

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on May 7, 2024, a true and correct copy of the foregoing was electronically filed with the Clerk of Court through the Florida statewide E-Portal system and served to all parties registered to receive such service in this case.

/s/ Eyal M. Berger

Eyal M. Berger, Esq.

Exhibit A

ASSET PURCHASE AGREEMENT

This asset purchase agreement (this “**Agreement**”) is entered into on May 7, 2024 (the “**Effective Date**”), between Pickup Delivered LLC, a Delaware limited liability company (“**Purchaser**”) and Peter Hurwitz, in his capacity as the Assignee for the Benefit of Creditors of Point Pickup Technologies, Inc. and in his capacity as the Assignee for the Benefit of Creditors of Point Pickup Now, Inc., (the “**Assignee**” or the “**Seller**”), whose address is 1601 Belvedere Rd., Ste 305S, West Palm Beach, Florida 33406 and who is in possession of the assets of (i) **Point Pickup Technologies, Inc.**, a Delaware corporation with a principal place of business at 78 SW 7th Street, Miami, Florida 33130 (“**PPUP Technologies**”) by way of the assignment for the benefit of creditors currently pending in the Circuit Court of the 11th Judicial Circuit of the State of Florida in and for Miami-Dade County, Florida (the “**State Court**”) under case number 2024-003738-CA-01 for PPUP (the “**PPUP Technologies Assignment Case**”) and (ii) **Point Pickup Now, Inc.**, a Delaware corporation with a principal place of business at 78 SW 7th Street, Miami, Florida 33130 (“**PPUP Now**” and together with PPUP Technologies, collectively “**PPUP**” or the “**Companies**”) by way of the assignment for the benefit of creditors currently pending in the State Court under case number 2024-003737-CA-01 for PPUP (the “**PPUP Now Assignment Case**” and together with the PPUP Technologies Case, collectively the “**Assignment Cases**”). Purchaser and Seller are sometimes referred to herein each as a “**Party**” and collectively as the “**Parties**”.

RECITALS

I. Prior to the commencement of the Assignment Cases, PPUP was engaged in the business of providing fulfillment and last-mile delivery services for customers, retailers, and other enterprises across the United States (the “**Business**”).

II. The Seller is the Assignee that owns 100% of PPUP and all of its assets (including the Acquired Assets and the Excluded Assets) and currently administers PPUP’s assets.

III. In accordance with the Florida Statute, and subject to and upon the terms and conditions set forth in this Agreement, Seller desires to sell, assign, and deliver to Purchaser, and Purchaser desires to purchase, accept, and take delivery from Seller, all of the Acquired Assets, free and clear from all Liens, with such Liens, to attach to the proceeds from the sale contemplated by this Agreement.

IV. The transactions contemplated by this Agreement and the Transaction Documents are subject to the approval of the State Court, and the Acquired Assets will be sold, subject to higher or better offers at a public sale, and pursuant to a Final Order, in form and substance satisfactory to the Parties, approving such sale under the Florida Statute.

V. All capitalized terms not otherwise defined in the body of this Agreement shall carry the meaning ascribed to them in Section 1.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants, and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS AND USAGE OF CERTAIN TERMS. For purposes of this Agreement, all terms not otherwise defined in this Agreement shall carry the following meanings:

“**Assigned Contracts**” shall mean solely those PPUP Contracts, which are listed on Disclosure Schedule 2.3(a), which are being assigned to, and assumed by Purchaser.

“**Books and Records**” shall mean all books and records pertaining to the Acquired Assets, the Business or the Assumed Liabilities, of any and every kind, including customer lists, correspondence, data, files, reports and operating records of every kind, held or maintained by or on behalf of PPUP.

“**Business Day**” shall mean any day other than (i) Saturday or Sunday or (ii) any other day on which banks in Miami, Florida are permitted or required to be closed.

“**Causes of Action**” shall mean all claims, causes of action, rights of recovery, repayment obligations, rights of setoff, and rights of recoupment that PPUP (or Seller as representative of PPUP) has or may have against any Person.

“**Disclosure Schedules**” shall mean those schedules attached to this Agreement.

“**Excluded Contracts**” shall mean any PPUP Contract that is not an Assigned Contract.

“**Final Order**” shall mean that certain order of the State Court entered pursuant the Florida Statute, which provides for, and authorizes, among other things, (a) the sale of the Acquired Assets and the Business to Purchaser, and (b) the assignment by Seller, and assumption by Purchaser of the Assumed Liabilities, which order is enforceable immediately upon entry and is not stayed in any manner.

“**Florida Statute**” shall mean the Title XLI of the Florida Statutes, Chapter 727.101 *et seq.*

“**PPUP Intellectual Property**” shall mean all worldwide intellectual property and rights belonging to PPUP, including, without limitation, PPUP’s trade name “Point Pickup”, all derivations thereof otherwise used by PPUP, and all logos and other corresponding intellectual property relating thereto; all U.S. and foreign patents, patent applications, patent rights, trademarks (registered and/or at common law), trademark applications, trade names, service marks, service mark applications, URLs, copyrights, copyright registrations and applications for registration, moral rights, franchises, licenses, inventories, know-how, trade secrets, customer lists, proprietary information, proprietary processes and formulae, databases and data collections, all source and object code, algorithms, architecture, structure, layouts, inventions, development tools, all goodwill and other general intangibles, and all products and proceeds thereof, and all documentation and media constituting, describing or relating to the above, including, manuals, memoranda, and records, including, without limitation, PPUP’s domain “pointpickup.com”. The term “Intellectual Property” shall also include, but not be limited to, those registered trademarks and patents set forth on Disclosure Schedule 1 and any and all Software which is owned by Seller or either of the Companies or is used in the Business.

“**Knowledge**” shall mean, as to a particular matter, the actual knowledge of the Assignee after due inquiry of the PPUP’s management.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“**Liability**” with respect to any Person, shall mean any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of such Person.

“**Lien**” means any lien (statutory or otherwise), claim, Liability, encumbrance, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, right of recovery, option, charge, hypothecation, security interest, interest, right of way, encroachment, mortgage, deed of trust, imperfection of title, prior assignments, tax (including federal, state, local, municipal, foreign, international, multinational or other tax), order of any governmental authority, right of first refusal or similar interests, or other encumbrance or charge of any kind or nature whatsoever, including voting trusts or agreements, proxies and marital or community property interests.

“**Person**” shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, any government or any agency or political subdivision thereof.

“**PPUP Contracts**” shall mean any agreement, contract, plan, undertaking, instrument, note, bond, mortgage, indenture, deed of trust, loan, credit agreement, franchise concession, permit, license, lease, purchase order, sales order or other similar commitment, obligation, arrangement or understanding, whether written or oral, between PPUP (or Seller on behalf of PPUP) and any other Person.

“**Software**” means all software owned by each Company or the Seller and which is used in connection with the Business, including but not limited to computer programs, operating systems, applications, firmware, code, source code, object code, application programming interfaces, software development kits, data files, databases, database management systems, computerized databases, architecture, protocols, files, records, schematics, and other related specifications and documentation.

“**Taxes**” means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

2. PURCHASE AND SALE

2.1. Assets to be Sold. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall sell, convey, transfer, and assign to Purchaser, and Purchaser shall purchase and accept from Seller, all right, title, and interest of the Seller and/or PPUP, in and to all of the property and assets of PPUP used in, or otherwise relating to the operation of the Business, whether real or personal, tangible or intangible, of every kind and description, and wherever located, free and clear of all Liens existing as of the Closing, regardless of whether any of such assets existed before, on, or after the commencement of the Assignment Cases (other than the Excluded Assets), including, without limitation, those assets identified on Disclosure Schedule 2.1 (the “**Acquired Assets**”). The term “Acquired Assets” shall (i) include the Business, and (ii) unless otherwise provided for herein, shall not include any Excluded Asset or unassumed Liability.

2.2. Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, the assets of PPUP set forth on Disclosure Schedule 2.2 are not part of the sale and purchase contemplated hereunder, are expressly excluded from the Acquired Assets, and shall remain the property of PPUP (or the Assignee, as the case may be) after the Closing (collectively, the “**Excluded Assets**”).

2.3. Assumed Liabilities; Purchaser Not Successor to PPUP or Assignee. Upon and subject to the terms and conditions of this Agreement, Purchaser shall assume and agree to pay, perform, and discharge, from and after the Closing: (i) only those obligations of PPUP listed in Disclosure Schedule 2.3(b), which include only the Assigned Contracts that (a) are required to be performed from and after the Closing Date, (b) were incurred in the ordinary course of business, and (c) do not relate to any failure to perform, improper performance, warranty, or other breach, default, or violation by PPUP on or prior to the Closing and (ii) only those cure amounts owed or accrued by PPUP for the period prior to the Closing Date for certain the Assigned Contracts as set forth on the Disclosure Schedule 2.3(b) (the “**Assumed Liabilities**”). The Assumed Liabilities shall specifically exclude any other cure amounts owed or accrued by PPUP for the period prior to the Closing Date related to the Assigned Contracts other than those set forth on Disclosure Schedule 2.3(b). Seller shall have no obligation to fund any cure amounts related to an Assigned Contract that exceed the amounts detailed in Disclosure Schedule 2.3(b). In the event the cure amount for any Assigned Contract exceeds the amounts detailed in Disclosure Schedule 2.3(b), Purchaser at its sole discretion may: (i) fund any additional cure amounts necessary to for the assumption and assignment of an Assigned Contract; or (ii) reject the proposed assumption and assignment of an Assigned Contract by providing written notice to the Seller and the counter-party of the proposed Assigned Contract to be rejected by Purchaser. The assumption of the Assumed Liabilities by Purchaser shall not enlarge any rights of third parties under the Assigned Contracts or arrangements with Purchaser, PPUP or Seller. Purchaser shall not assume and shall not be responsible to pay, perform, or discharge any liabilities of Seller or PPUP of any kind or nature whatsoever other than the Assumed Liabilities.

2.4. Purchase Price. The aggregate purchase price to be paid by Purchaser to Seller for the Acquired Assets and the Assumed Liabilities shall be an amount equal to one hundred thousand dollars (\$100,000) plus any Monthly Fees, solely as set forth on Disclosure Schedule 2.3(b), that

are actually paid by Seller prior to Closing (the “**Purchase Price**”). The Purchase Price shall be delivered and allocated as follows:

2.4.1. *Deposit.* Within two (2) business days from full execution hereof, a good faith deposit of seventeen thousand dollars (\$17,000) (the “**Deposit**”) shall be delivered to counsel for Seller designated in Section 10. Seller shall be expressly authorized to use, and shall use, the Deposit to fund any ongoing, documented monthly contract fees solely as set forth on Disclosure Schedule 2.3(b) (“**Monthly Fees**”) under the Assigned Contracts, provided that (i) the Deposit shall be used to pay Monthly Fees which begin accruing as of the Effective Date until the date of Closing and (ii) the Monthly Fees shall not exceed (a) \$7,000 for the month of May or (b) \$3,500 for the month of June. At Closing, any unused portion of the Deposit shall be immediately released to Seller. If this Agreement is terminated prior to Closing or Seller is unable to deliver the Final Order as set forth in Section 2.6 of this Agreement in connection with Closing, any unused Deposit shall be returned to Purchaser within five (5) Business Days following such date of the termination or the Final Order Delivery Date.

2.4.2. *Remaining Balance.* At Closing, Purchaser shall pay to Seller an amount equal to (a) the Purchase Price minus (b) the Deposit, plus (c) the Monthly Fees actually paid by the Seller as agreed to by the parties, by wire transfer of immediately available funds in accordance with the wire transfer instructions provided by Seller to Purchaser in writing at least 48 hours prior to the Closing.

2.5. Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place remotely by exchange of documents and signatures (or their electronic counterparts), commencing at a time mutually agreed upon by the Parties, on the date that is not later than five (5) Business Days following: (a) the entry of the Final Order; and (b) satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated herein (other than conditions with respect to actions the respective Parties will take at the Closing itself) or such other date as the Parties may mutually determine (the “**Closing Date**”).

2.6. State Court Approval. This Agreement is subject to the Assignee obtaining the Final Order approving, among other things, the sale of the Acquired Assets free and clear of all Liens, claims, and encumbrances on or before June 17, 2024 (the “**Final Order Delivery Date**”) in the Assignment Case.

2.7. Further Assurances.

2.7.1. *From the Effective Date.* At any time and from time to time after the Effective Date: (a) the Seller shall execute and deliver or cause to be executed and delivered to the Purchaser such other instruments and take such other action, all as the Purchaser may reasonably request, in order to carry out the intent and purpose of this Agreement; and (b) the Purchaser shall execute and deliver or cause to be executed and delivered to the Seller such other instruments and take such other action, all as the Seller may reasonably request, in order to carry out the intent and purpose of this Agreement.

2.7.2. *From the Closing Date.* At any time and from time to time after the Closing, at the request of Purchaser and without further consideration: (i) Seller shall (a) use commercially reasonable best efforts to effectuate an orderly transition of the Business and the Acquired Assets to Purchaser and to minimize any disruption in the Business resulting from the transactions contemplated herein; (b) execute and deliver such other instruments of sale, transfer, conveyance, and assignment; and (c) take such actions as Purchaser may request to more effectively transfer, convey, and assign to Purchaser, and to confirm Purchaser's rights to, title in, and ownership of, the Acquired Assets, and to place Purchaser in actual possession and operating control thereof; and (ii) Purchaser shall provide Seller with access to Books and Records, and suppliers, as same may be reasonably requested.

2.8. No Successor Liability. Except for performance of any Assumed Liability, Purchaser shall not be the successor to PPUP or Seller in any respect, and Seller hereby acknowledges and agrees (on behalf of himself and PPUP) that, subject to the terms and provisions of this Agreement, Purchaser shall not assume or become liable or obligated to pay, perform, or discharge any Liability whatsoever of PPUP or Seller, whether or not relating to any of the Acquired Assets, whether fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured, absolute or contingent, accrued or unaccrued, matured or unmatured other than the Assumed Liabilities.

3. REPRESENTATIONS AND WARRANTIES OF SELLER AND PPUP. Seller, on behalf of himself and on behalf of each of the Companies, hereby represents and warrants to Purchaser as follows:

3.1. Organization and Good Standing. Each of Companies are corporations duly organized, validly existing, and in good standing under the laws of the State of Delaware.

3.2. Authorization of Transaction. The execution and delivery by Seller of this Agreement and the Transaction Documents to which it is or will be a party, and the consummation by Purchaser of the transactions contemplated hereby and thereby, have been (or will be at the time of execution thereof) duly and validly approved and authorized by all necessary action on the part of Seller, and no other action on the part of the Seller is necessary to authorize the execution and delivery of this Agreement, the Transaction Documents or the consummation of the transactions contemplated hereby or thereby. This Agreement and each of the Transaction Documents have been duly and validly executed and delivered by Seller, and constitutes a valid and binding obligation of Seller, assuming the due authorization, execution and delivery by Purchaser, enforceable against Seller in accordance with its terms, subject (a) to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies and (b) to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.3. Assigned Contracts. Each Assigned Contract is valid and binding on the respective Company or the Seller, respectively, in accordance with its terms and is in full force and effect. Neither Company, Seller, nor, to Seller's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) in any material respect, or has provided or received any notice of any intention to terminate, any Assigned Contract. No event or circumstance has occurred that would constitute an event of default under any Assigned Contract

or result in a termination thereof. Complete and correct copies of each Assigned Contract (including all modifications, amendments, and supplements thereto and waivers thereunder) have been made available to Purchaser. There are no disputes pending or threatened under any Assigned Contract. Except as set forth on Schedule 2.3(b) to this Agreement, there is no cure amount owed under any Assigned Contract.

3.4. Title to Acquired Assets. Seller has good and valid title to all the Acquired Assets, free and clear of Liens.

3.5. Legal Proceedings. Other than the Assignment Cases, there are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (collectively, “Actions”) pending or, to Seller’s Knowledge, threatened against or by Seller or either Company: (i) relating to or affecting the Business, the Acquired Assets, or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

3.6. Compliance with Laws. Each Company and Seller is in compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Acquired Assets.

3.7. Intellectual Property; Software. Seller owns or has adequate, valid and enforceable rights to use all the PPUP Intellectual Property, including all Software, free and clear of all Liens. Each Company’s prior or current use of the PPUP Intellectual Property has not and does not infringe, violate, dilute or misappropriate the intellectual property of any person or entity and there are no claims pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the PPUP Intellectual Property. No person or entity is infringing, misappropriating, diluting or otherwise violating any of the PPUP Intellectual Property, and neither Seller nor any affiliate of Seller has made or asserted any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation. All persons who have contributed, developed or conceived any PPUP Intellectual Property, including any Software, or any Company products have done so pursuant to a valid and enforceable agreement that protects the confidential information of such Company and grants the Seller or the respective Company (as applicable) exclusive ownership of the person’s contribution, development or conception. The Seller exclusively owns and possesses has all rights to all of the Software that is purported to be owned by such Seller or the respective Company, including the rights, directly or indirectly, to use or exploit the same in any manner whatsoever, including the rights to publish, reproduce, distribute, license, sell, and create derivative works of such Software, in whole or in part, anywhere in the world.

3.8. Taxes. All Taxes due and owing by the Seller or the respective Company with respect to the Acquired Assets or the Business has been, or will be, timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of any Company, Acquired Assets or the Business. All Tax returns with respect to the Business or the Acquired Assets required to be filed by the Seller or either Company for any tax periods prior to

Closing have been, or will be, timely filed. Such Tax returns are, or will be, true, complete, and correct in all respects.

3.9. Brokers' Fees. No broker, finder, or other Person acting under Seller's authority is entitled to any broker's commission or other fee in connection with the transactions contemplated by this Agreement and the Transaction Documents for which Seller or PPUP's estate shall be responsible.

3.10. No Other Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED THEREIN, THE ACQUIRED ASSETS AND THE ASSUMED LIABILITIES ARE BEING SOLD, CONVEYED, ASSIGNED AND TRANSFERRED ON A "WHERE IS" AND, AS TO CONDITION, "AS IS WITH ALL FAULTS" BASIS AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE ACQUIRED ASSETS OR THE ASSUMED LIABILITIES OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller as follows:

4.1. Organization and Good Standing. Purchaser is a Delaware limited liability company duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and has the requisite power and authority to carry on its business as now being conducted and to effect the transactions contemplated hereunder.

4.2. Power and Authorization. Purchaser has the requisite power and authority to execute and deliver this Agreement and the Transaction Documents to which it is or will be a party and to perform its obligations hereunder and thereunder. The execution and delivery by Purchaser of this Agreement and the Transaction Documents to which it is or will be a party, and the consummation by Purchaser of the transactions contemplated hereby and thereby, have been (or will be at the time of execution thereof) duly and validly approved and authorized by all necessary action on the part of Purchaser, and no other action on the part of the Purchaser is necessary to authorize the execution and delivery of this Agreement, the Transaction Documents or the consummation of the transactions contemplated hereby or thereby. This Agreement and each of the Transaction Documents have been duly and validly executed and delivered by Purchaser, and constitutes a valid and binding obligation of Purchaser, assuming the due authorization, execution and delivery by Seller, enforceable against Purchaser in accordance with its terms, subject (a) to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies and (b) to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3. Brokers' Fees. No broker, finder, or other Person acting under Purchaser's authority is entitled to any broker's commission or other fee in connection with the transactions

contemplated by this Agreement, and the Transaction Documents, for which Seller or the Debtor's bankruptcy estate shall be responsible.

4.4. Litigation. There is no action pending or, to the actual knowledge of Purchaser, any claim that has been asserted or threatened in writing against or affecting Purchaser that, individually or in the aggregate, challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated hereunder.

4.5. Independent Investigation. PURCHASER HAS CONDUCTED ITS OWN INDEPENDENT INVESTIGATION, REVIEW AND ANALYSIS OF THE ACQUIRED ASSETS AND THE ASSUMED LIABILITIES AND ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO THE PERSONNEL, PROPERTIES, ASSETS, PREMISES, BOOKS AND RECORDS, AND OTHER DOCUMENTS AND DATA OF SELLER FOR SUCH PURPOSE. PURCHASER ACKNOWLEDGES AND AGREES THAT (I) IN MAKING ITS DECISION TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS AND TO CONSUMMATE THE TRANSACTIONS, PURCHASER HAS RELIED SOLELY UPON ITS OWN INVESTIGATION AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN ARTICLE 3 HEREOF (INCLUDING RELATED PORTIONS OF THE DISCLOSURE SCHEDULE) AND NEITHER SELLER NOR ANY OTHER PERSON HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO SELLER OR ASSIGNOR, THE ACQUIRED ASSETS, THE ASSUMED LIABILITIES OR THIS AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 3 HEREOF (INCLUDING THE RELATED PORTIONS OF THE DISCLOSURE SCHEDULE).

5. COVENANTS.

5.1. Conduct of Business. Subject to any orders, rulings or determinations of the State Court, during the period from the Effective Date through and including the Closing Date (the "**Contract Period**"), Seller shall use his best efforts to preserve and maintain the assets of the Business in the ordinary course, and in substantially the same manner as has been conducted since the commencement of the Assignment Case.

5.2. Contracts. During the Contract Period, Seller shall not amend, modify, reject, or terminate any Assigned Contract without the express prior written consent of Purchaser.

5.3. Notice. Seller shall promptly notify Purchaser of any litigation, arbitration, or administrative proceeding pending, or to Seller's Knowledge, threatened against PPUP, which challenges the transactions contemplated by this Agreement, and of any failure of Seller's ability to comply with or satisfy any covenant, conditions, or agreements contained in this Agreement.

5.4. Assignment Case Covenants.

5.4.1. Upon the full execution of this Agreement, Seller shall promptly prepare and file, but in any case within five (5) Business Days of the date of this Agreement, with the State Court a sale motion seeking the entry of, among other relief, the Final Order.

5.4.2. If this Agreement and the transactions contemplated hereby, on the terms and conditions hereof, are determined to be the “highest or otherwise best offer,” Seller agrees to use commercially reasonable best efforts to cause the State Court to enter the Final Order, which shall include provisions authorizing and approving the transactions contemplated hereby, including: (i) the sale of the Acquired Assets to Purchaser free and clear of all Liens pursuant to the terms of this Agreement; (ii) providing that Purchaser shall not be subject to any successor liability and shall have no liability or suffer any damages for among other things, any Liens existing prior to the Closing Date which may be asserted against PPUP, the Acquired Assets, the Business, or PPUP estate in the Assignment Case, or any claims against Purchaser as successor to the Acquired Assets; (iii) approving Purchaser’s assumption and assignment of the Assumed Liabilities on the basis that all cure amounts related to the Assigned Contracts shall be satisfied by the Seller on behalf of PPUP’s estate from the proceeds of the Purchase Price as of the date the Closing. Seller shall promptly provide Purchaser with copies of any objections to the Final Order.

6. CONDITIONS TO CLOSING OF EACH PARTY. The respective obligations of each Party to consummate the transactions contemplated by this Agreement and the Transaction Documents to be consummated at the Closing are subject to the satisfaction of the condition that the sale of the Acquired Assets by Seller to Purchaser and the assumption and assignment of the Assumed Liabilities as contemplated by this Agreement and the Transaction Documents, shall have been approved by the State Court pursuant to the Final Order in form and substance satisfactory to each Party, which as of the Closing Date shall be in full force and effect and shall not have been violated, vacated, withdrawn, overruled, resolved or stayed, modified, vacated, reversed, amended, or revoked.

7. CONDITIONS TO CLOSING OF SELLER. The obligation of Seller to consummate the transactions contemplated by this Agreement and the Transaction Documents to be consummated at the Closing is subject to the satisfaction or waiver (but only a waiver in a writing signed on behalf of Seller), to the extent permitted by law, of the following additional conditions:

7.1. Representations and Warranties. Each of the representations and warranties of Purchaser set forth in Section 4 of this Agreement shall be true and correct in all material respects (or in all respects, to the extent any such representation and warranty is already qualified by materiality) on and as of the date hereof and on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date, except that to the extent such representations and warranties address matters only as of a particular date, such representations and warranties shall, to such extent, be true and correct on and as of such particular date as if made on and as of such particular date.

7.2. Deliverables. Purchaser shall execute and deliver to Seller any and all Transaction Documents to which it is a party.

7.3. Purchase Price. Purchaser shall satisfy the Purchase Price.

7.4. Final Order. The State Court shall have entered the Final Order.

8. CONDITIONS TO CLOSING OF PURCHASER. The obligation of Purchaser to consummate the transactions contemplated by this Agreement and the Transaction Documents to be consummated at the Closing is subject to the satisfaction or waiver (but such waiver only in a writing signed on behalf of Purchaser), to the extent permitted by law, by Purchaser of the following additional conditions:

8.1. Deliverables. Seller shall have delivered to Purchaser the following, each to be in form and substance satisfactory to Purchaser and its counsel in their sole discretion (collectively, the “**Transaction Documents**”):

8.1.1. A customary bill of sale for all of the Acquired Assets which are tangible personal property, duly executed by Seller;

8.1.2. A customary assignment executed by Seller of all of the Acquired Assets which are intangible personal property;

8.1.3. Customary assignments, as prepared by Purchaser and executed by Seller, of all Assumed Liabilities and PPUP Intellectual Property and customary separate assignments of all registered trademarks, service marks, patents, and copyrights, and all applications therefore;

8.1.4. Any necessary Uniform Commercial Code termination statements or other releases as may be required in a form reasonably acceptable to Purchaser to evidence the satisfaction of any outstanding indebtedness or any lien with respect to any Acquired Asset.

8.1.5. Such other deeds, bills of sale, assignments, certificates of title, documents, and other instruments of transfer and conveyance as may reasonably be requested by Purchaser.

8.2. Final Order. The State Court shall have entered the Final Order in a form and substance reasonably acceptable to Purchaser authorizing the Parties to perform and consummate the transactions contemplated hereby and thereby.

8.3. Representations and Warranties. Each of the representations and warranties of Seller set forth in Section 3 of this Agreement shall be true and correct in all material respects (or in all respects, to the extent any such representation and warranty is already qualified by materiality) on and as of the date hereof and on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date, except that to the extent such representations and warranties address matters only as of a particular date, such representations and warranties shall, to such extent, be true and correct on and as of such particular date as if made on and as of such particular date.

8.4. Covenants. Seller shall have performed and complied in all material respects with all of its agreements and covenants required to be performed or complied with under this Agreement on or prior to the Closing Date.

8.5. Assignment Case. During the Contract Period, there shall not have been any dismissal of the Assignment Case or conversion of the Assignment Case to a case under Title 11 of the United States Code.

9. POST-CLOSING COVENANTS.

9.1. Non-Disclosure. From and after the Closing, neither Seller or PPUP shall disclose or make use of (except to pursue its rights under this Agreement, or in the administration of PPUP's remaining estate) any knowledge, information or documents of a confidential nature or not generally known to the public concerning the Business, including the Acquired Assets or Assumed Liabilities (including any such information which constitutes financial information, technical information or data relating to products, services and names of customers) (all such knowledge, information or documents, "**Confidential Information**"), except to the extent that such Confidential Information is or shall have become public knowledge other than through improper disclosure by Seller.

9.2. Compelled Disclosure. Notwithstanding anything set forth to the contrary in this Section 9, Seller may disclose a portion of the Confidential Information if the information is required by applicable law to be disclosed in response to a valid order of a court of competent jurisdiction or Government Authority; provided, that Seller must provide Purchaser prompt written notice and obtain or allow for a reasonable effort by Purchaser to seek an appropriate protective order or other appropriate remedy or, in Purchaser's sole discretion, waive compliance with the applicable terms of Section 9.1 (and if Purchaser seeks such an order, Seller will provide such cooperation as Purchaser shall reasonably requested). In the event that no such protective order or other remedy is obtained or Purchaser does not waive compliance with the applicable terms of Section 9.1 and Seller is nonetheless legally compelled to disclose such Confidential Information, Seller will furnish only that portion of the Confidential Information which Seller is advised by counsel is legally required and will give Purchaser prior written notice of the Confidential Information to be disclosed as far in advance as practicable and exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

9.3. Further Assurances. Section 2.7.2 of this Agreement is hereby incorporated into this Section.

10. NOTICES. All notices required or permitted to be given by any Party shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, or by recognized overnight courier service (the "**Courier Service**"), postage prepaid, to the Parties at the addresses set forth below or to such other address as any Party may from time to time give notice pursuant to this Section 10. All notices shall be deemed received when delivered but in no event later than five (5) Business Days after they are deposited with either the United States Postal Service or the Courier Service, whichever shall first occur. Notice shall be given at the following addresses:

To Purchaser:

Pickup Delivered LLC
13000 Darice Parkway,

Strongsville, OH 44149
Email: 13000 Darice Parkway, Strongsville, OH 44149
Attn: Andrew Hurst

With copy to (which shall not constitute notice):

Thompson Hine LLP
20 North Clark Street, Suite 3200
Chicago Illinois 60602-5093
Email: jonathon.vinocur@thompsonhine.com
Attn: Jonathon Vinocur

To Seller:

Peter Hurwitz
c/o Dundon Advisors LLC
1601 Belvedere Road
Suite 305S
West Palm Beach, Florida 33406

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

Akerman, LLP
201 E. Las Olas Blvd., 18th Floor
Ft. Lauderdale, Florida 33301
Attn: Eyal Berger, Esq.
Email: eyal.berger@akerman.com

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party or Parties notice in the manner herein set forth.

11. MISCELLANEOUS.

11.1. Expenses. Except as otherwise set forth in this Agreement and, as applicable, the Transaction Documents, each Party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

11.2. Entire Agreement. This Agreement including the Transaction Documents constitute the entire agreement among the Parties with the respect to the subject matter hereof. This Agreement supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, with respect to the subject matter hereof. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, and the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

11.3. Amendments and Waivers. The Parties may mutually amend any provision of this Agreement at any time prior to the Closing. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by any Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by any Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

11.4. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. To the fullest extent permitted by applicable law, each Party hereto agrees: (i) that any claim, action, or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with this Agreement or any Transaction Document or the transactions contemplated hereby and thereby shall be brought only in the (a) federal courts in the Southern District of Florida and (b) state courts of the State of Florida, for either (a) or (b) located in Miami-Dade County (collectively, the “Florida Courts”), and shall not be brought, in each case, in any other State or Federal court in the United States of America or any court in any other country, (ii) to submit to the exclusive jurisdiction of the Florida Courts for purposes of all claims, actions, or proceedings arising out of, or in connection with this Agreement or any Transaction Document or the transactions contemplated by this Agreement, (iii) to waive and not to assert any objection that it may now or hereafter have to the laying of the venue of any such claim, action or proceeding brought in such a court or any claim that any such claim, action or proceeding brought in such a court has been brought in an inconvenient forum, (iv) that mailing of process or other papers in connection with any such claim, action or proceeding in the manner provided in Section 10 hereto shall be valid and sufficient service thereof, and (v) agrees that a final judgment in any such claim, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

11.5. Survival of Representations. Except as otherwise provided in this Agreement, the representations, warranties and covenants of the respective Parties contained in this Agreement will survive (and not be affected in any respect by) the Closing Date for the applicable statute of limitations as well as any investigation conducted by any Party and any information which any party may receive.

11.6. Assignment; Binding Upon Successors and Assigns. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that Purchaser may assign its rights to acquire the Acquired Assets in whole or in part to an Affiliate, provided such assignment shall not relieve Purchaser of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

11.7. No Third-Party Beneficiaries. No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, member, shareholder, partner, employee of any Party or any other Person unless specifically provided otherwise herein, and, except as so provided, all provisions herein will be solely between the Parties.

11.8. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

11.9. Construction.

11.9.1. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

11.9.2. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

11.9.3. Any reference to “include,” “includes,” or “including” shall be interpreted to be followed by the phrase “without limitation” or “but not limited to”,

11.9.4. Any reference to \$ shall be to U.S. dollars.

11.9.5. Any reference to any section shall be deemed to refer to a section of this Agreement, unless the context clearly indicates otherwise.

11.10. Severability. If any provision of this Agreement, or the application thereof, is for any reason held to any extent to be invalid or unenforceable, the remainder of this Agreement and application of such provision will be interpreted so as reasonably to affect the intent of the Parties. The Parties further agree to replace such unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

11.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.12. Incorporation. The preamble, recitals and Disclosure Schedules to this Agreement are incorporated herein by reference and made a material part hereof as if set forth herein at length.

[Remainder of the page intentionally left blank; one signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SELLER:

Peter Hurwitz
Assignee of Point Pickup Technologies, Inc.

Peter Hurwitz, solely in his capacity
as Assignee of Point Pickup Technologies, Inc.

PURCHASER:

Pickup Delivered LLC

By: _____
Name: Andrew Hurst
Title: Authorized Signatory

[Disclosure Schedules to Follow]

Disclosure Schedules

Disclosure Schedule 1

(Intellectual Property Rights)

The following is a non-exclusive list of Intellectual Property Rights being transferred hereunder:

1. Trademarks.
 - a. US Trademarks: Any and all United States trademarks registered in the name of either Point Pickup Technologies, Inc. or Point Pickup Now, Inc.
 - b. Foreign Trademarks: Any and all trademarks registered in all foreign jurisdictions in the name of either Point Pickup Technologies, Inc. or Point Pickup Now, Inc.
2. US Patents: Any and all United States patents registered in the name of either Point Pickup Technologies, Inc. or Point Pickup Now, Inc.
3. Software: Any and all Software created, developed or owned by either Point Pickup Technologies, Inc. or Point Pickup Now, Inc. or used in the connection with the Business.
4. Unregistered Intellectual Property: Any and all other intellectual property in the name of either Point Pickup Technologies, Inc. or Point Pickup Now, Inc. or used in connection with the Business, including all unregistered intellectual property, service marks, trade names, and similar indicia of source of origin, trade secrets and know-how, internet domain name registrations and social media accounts.

Disclosure Schedule 2.1

(Acquired Assets)

1. all of PPUP's deposits, security deposits, prepayments, and prepaid expenses as of the Closing Date that relate to any Assigned Contract or any other Acquired Asset;
2. all customer lists;
3. Assigned Contracts set forth on **Disclosure Schedule 2.3**, excluding any other cure amounts related to the Assigned Contracts other than those amounts set forth on **Disclosure Schedule 2.3**, which shall be satisfied by Seller on behalf of PPUP from the proceeds of the Purchase Price;
4. all Software and PPUP Intellectual Property together with all income, royalties, damages, and payments due or payable to PPUP at the Closing or thereafter relating to the PPUP Intellectual Property Rights, the right to register, prosecute, maintain, and defend the rights of PPUP in the PPUP Intellectual Property, the right to sue and recover damages for past or future infringements or misappropriations thereof, and the right to fully and entirely stand in the place of PPUP in all matters related thereto; and
5. all permits, to the extent transferable, necessary for Purchaser to perform its obligations under the Assigned Contracts after the Closing;
6. all Books and Records, except those Books and Records set forth on **Disclosure Schedule 2.2**;
7. the Debtor's email addresses, website (including the URL, electronic images, text, and source codes therein), facsimile numbers, telephone numbers, and cellphones;
8. all rights and claims with respect to the Acquired Assets and Assumed Liabilities, including all enforcement rights, for Acquired Causes of Action, and refunds including with respect to taxes for all periods ended after the Closing Date;
9. all promotional materials, catalogues, research materials, mailing lists and customer lists, all names and addresses of customers, sales reports by title and by customer, all customer data and shipping data and information (including all photos and images) to the extent available relating to the Business;
10. the amount of, and all rights to any, insurance proceeds received by PPUP after the Effective Date in respect of the loss, destruction, or condemnation of any Acquired Assets occurring prior to, on, or after the Closing or any Assumed Liabilities;
11. all outstanding orders for PPUP's products as of the Closing Date, which shall be transferred to Purchaser at Closing for processing and fulfillment;
12. all goodwill relating to the items set forth in this **Disclosure Schedule 2.1**.

Disclosure Schedule 2.2 **(Excluded Assets)**

1. all cash and cash equivalents which are not included in Disclosure Schedule 2.1, above;
2. all accounts receivable and customer accounts;
3. all equipment, computers (including all copies of software installed on any such computers, servers, or other electronic equipment, and any documentation and media constituting, describing, or relating to such copies, including manuals, technical specifications and the like), furniture, supplies, fixtures, and other tangible personal property of PPUP;
4. all Inventory, which as used herein shall mean, any and all of PPUP's (i) owned, finished or partially finished, products manufactured or to be distributed by or on PPUP's behalf, and (ii) any and all other owned inventory, and any finished goods returned by any of PPUP's customers, whether returned before or after the Closing Date, in each case ((i) or (ii)), wherever located, including all finished goods, works in process, raw materials, and all other materials and supplies to be used or consumed by or on behalf of Debtor in the production of finished goods or the operation of the Business, if any exists.
6. all investment property, instruments, chattel paper, and real estate, if any exists;
7. the corporate charter, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books and other documents relating to the organization and existence of PPUP as a limited liability company;
8. any Books and Records that do not relate to the Business, the Acquired Assets or the Assumed Liabilities or that Seller is, in its good faith determination, required by law to retain, provided that Purchaser shall have the right, to make copies of any such Books and Records to the extent they related to the Business, the Acquired Assets or the Assumed Liabilities;
9. all of the PPUP's bank accounts and lockboxes;
10. all rights of Seller and PPUP under this Agreement or any of the Transaction Documents;
11. all insurance policies, except to the extent constituting an Assigned Contract;
12. Excluded Contracts;
13. all insurance claims, insurance premium refunds, and proceeds to the extent related to any Excluded Asset;
14. Claims against any third party under Fla. Stat. 726.101, et seq.;

15. all membership interests and all other equity interests of or relating to the PPUP.
16. all rights to net operating losses, tax refunds, credits, or similar benefits for all periods ended on or prior to the Closing Date;

Disclosure Schedule 2.3(a) (Assigned Contracts)

Each of the contracts with the following Vendors that are currently in effect and only those cure amounts for such Assigned Contracts which are set forth on this Disclosure Schedule 2.3(b):

Vendor
Pickup Now (PUN)
AWS
Gitlab
Auth0
Datadog
Dbt
G Suite
Google Cloud
Lucidchart
Sendgrid PUN
Twilio - PUN
Snowflake Computing
Stitch
PUN Subtotal
Point Pickup (PPUP)
Bitly, Inc.
Bitrise
G Suite
Google Cloud
Grafana
Miro
Onesignal
Twilio - PPUP
PPUP Subtotal
PUN/PPUP Shared
Atlassian - PUN/PPUP
Pax8 (MS 365)
PUN/PPUP Shared Subtotal
Grand Total All Costs Both Orgs

Disclosure Schedule 2.3(b) (Assumed Liabilities)

Solely, those liabilities associated with the Assigned Contracts that are currently in effect and only those cure amounts for such Assigned Contracts which are set forth on this Disclosure Schedule 2.3(a):¹

Vendor	MONTHLY Fee (Cure Payment for May)	Monthly Fee (Cure Payment for June)
Pickup Now (PUN)		
AWS	\$ -	3,500.00
Gitlab		
Auth0	\$ 139.00	
Datadog	\$ 460.00	
Dbt	\$ 107.00	
G Suite	\$ -	
Google Cloud	\$ -	
Lucidchart	\$ 895.00	
Sendgrid PUN	\$ 196.00	
Twilio - PUN	\$ -	
Snowflake Computing	\$ 1,280.00	
Stitch	\$ 107.00	
PUN Subtotal	\$ 3,184.00	
Point Pickup (PPUP)		
Bitly, Inc.	\$ -	
Bitrise	\$ 100.00	
G Suite	\$ -	
Google Cloud	\$ 2,750.00	
Grafana	\$ 8.00	
Miro	\$ 90.00	
Onesignal	\$ -	
Twilio - PPUP	\$ -	
PPUP Subtotal	\$ 2,948.00	
PUN/PPUP Shared		
Atlassian - PUN/PPUP	\$ 100.00	
Pax8 (MS 365)	\$ 600.00	
PUN/PPUP Shared Subtotal	\$ 700.00	
Grand Total All Costs Both Orgs	\$ 6,832.00	3,500.00

¹ Buyer will pay \$7,958 directly to Onesignal following directly following the Closing.

Exhibit B

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
COMPLEX BUSINESS LITIGATION DIVISION**

GROCERKEY, INC.
GIGPOINT LLC
POINT PICKUP ENTERPRISES, INC.
POINT PICKUP MANAGEMENT, LLC
POINT PICKUP NOW, INC.
POINT PICKUP TECHNOLOGIES, INC.

Assignors.

To:

PETER HURWITZ,
Assignee.

CASE NO: 2024-003495-CA-01
(Consolidated)

**ORDER APPROVING SALE OF CERTAIN ASSETS FREE AND CLEAR OF CLAIMS, LIENS
AND ENCUMBRANCES AND OTHER RELATED RELIEF**

THIS CAUSE came before the Court for a hearing on _____ (the “**Hearing**”) upon the Assignee’s Motion (I) to Approve the Sale of Certain Assets Free and Clear of claims, liens and encumbrances, and (II) for Other Related Relief (the “**Sale Motion**”)(Docket No. __)¹ and the Asset Purchase Agreement (the “**APA**”)attached as Exhibit A to the Sale Motion between Pickup Delivered LLC (“**Purchaser**”) and by Peter Hurwitz (the “**Assignee**” or “**Seller**”), solely as the Assignee for the benefit of creditors of the Assignors listed above, and not individually, by and through his undersigned counsel, and pursuant to Florida Statutes §§ 727.102, 727.108(1), 727.109(1), (7), and (15), and 727.111(4).

The Court, having reviewed the Sale Motion and the record in the case, having found that the Acquired Assets were sufficiently marketed for sale by the Assignee, having found that sufficient notice

¹ All terms not defined herein shall have the meaning ascribed in the Sale Motion and in the APA.

of the Sale Motion, the original and the Notice of Hearing has been provided to all creditors of the Assignor and parties in interest as required pursuant to Fla. Stat. §727.111 (Docket Nos. ____) which notice included posting the Sale Motion, exhibits, and the Notice of Hearing to the Assignors' website, and noting that no opposition was filed by any interested party as of the objection deadline of _____, and based on the Court's finding that the Purchase Price (defined below) represents the best and highest offer for the Acquired Assets, and that good cause exists for granting the relief sought in the Sale Motion, and with the Court otherwise being duly advised in the premises, and good cause exists to grant the relief sought in the Sale Motion as set forth below. Accordingly, it is **ORDERED**:

1. The Motion is **GRANTED**. The APA (Docket No. ____), exhibits and schedules thereto and all ancillary documents, and all terms and conditions thereof, are authorized and approved in all respects.

2. The Assignee is authorized, empowered, and directed to take any and all actions necessary or appropriate to: (a) consummate the sale of the Acquired Assets in accordance with the terms and conditions of the APA, including Disclosure Schedule 2.1 (the "**Transaction**"), (b) close the Transaction, and (c) execute and deliver, perform under, consummate, implement, and fully close the APA, together with additional instruments and documents that the Purchaser or Assignee may deem reasonably necessary or desirable to implement the APA and the Transaction, all without further order of this Court.

3. The purchase price to be received by Seller for the Acquired Assets and the Assumed Liabilities shall be an amount equal to cash of one hundred thousand dollars (\$100,000) and any amounts paid by Purchaser to satisfy any cure amounts for an Assigned Contract (collectively, the "**Purchase Price**").

4. Upon payment by the Purchaser to the Assignee of the Purchase Price, the Assignee will transfer to Centrade Integrated SRL (the "**Secured Creditor**") \$40,000.00 of the Purchase Price to and in full satisfaction of the Secured Creditor's liens over the IP or any other claim against the Assignor estates, while the Assignee, on behalf of the estates of the Assignors, shall retain \$60,000.00.

5. The assets of the Assignors set forth on Disclosure Schedule 2.2 of the APA and set forth below are not part of the Transaction and are expressly excluded from the Acquired Assets, and shall remain the property of the Assignors or the Assignee after the Closing (Collectively the “**Excluded Assets**”):

- a) all cash and cash equivalents which are not included in Disclosure Schedule 2.1;
- b) all accounts receivable and customer accounts;
- c) all equipment, computers (including all copies of software installed on any such computers, servers, or other electronic equipment, and any documentation and media constituting, describing, or relating to such copies, including manuals, technical specifications and the like), furniture, supplies, fixtures, and other tangible personal property of PPUP;
- d) all Inventory, which as used herein shall mean, any and all of PPUP’s (i) owned, finished or partially finished, products manufactured or to be distributed by or on PPUP’s behalf, and (ii) any and all other owned inventory, and any finished goods returned by any of PPUP’s customers, whether returned before or after the Closing Date, in each case ((i) or (ii)), wherever located, including all finished goods, works in process, raw materials, and all other materials and supplies to be used or consumed by or on behalf of Debtor in the production of finished goods or the operation of the Business, if any exists.
- e) all investment property, instruments, chattel paper, and real estate, if any exists;
- f) the corporate charter, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books and other documents relating to the organization and existence of PPUP as a limited liability company;
- g) any Books and Records that do not relate to the Business, the Acquired Assets or the Assumed Liabilities or that Seller is, in its good faith determination, required by law to retain, provided that Purchaser shall have the right, to make copies of any such Books and Records to the extent they related to the Business, the Acquired Assets or the Assumed Liabilities;
- h) all of the PPUP’s bank accounts and lockboxes;
- i) all rights of Seller and PPUP under this Agreement or any of the Transaction Documents;
- j) all insurance policies, except to the extent constituting an Assigned Contract;
- k) Excluded Contracts;
- l) all insurance claims, insurance premium refunds, and proceeds to the extent related to any Excluded Asset;
- m) Claims against any third party under Fla. Stat. 726.101, et seq.;

- n) .all membership interests and all other equity interests of or relating to the PPUP.
- o) all rights to net operating losses, tax refunds, credits, or similar benefits for all periods ended on or prior to the Closing Date;

6. This Order shall be binding in all respects upon the Assignee, Assignors, Assignment estate and all of its creditors and stakeholders, holders of any claim (known or unknown) against the Assignors and the Assignment Estate, holders of liens against, in or on all or any portion of the Acquired Assets, the Purchaser, and all successors and assigns of the foregoing, including, without limitation, any trustee, if any, subsequently appointed in any chapter 7 or 11 bankruptcy case that may be filed by the Assignors.

7. The Acquired Assets constitute assets of the Assignment Estate, and the Assignee is authorized to sell and transfer the Acquired Assets to the Purchaser, free and clear of all claims, liens and encumbrances, and as more fully set forth in the APA, which the Court finds to be in the best interests of the Assignment Estate. This Order is and shall be sufficient evidence of the transfer of title to the Acquired Assets and no further documentation of title is necessary; however, the Assignee is authorized to execute further documents to transfer title to the Acquired Assets as reasonably requested by the Purchaser pursuant to the APA.

8. Adequate notice was provided of the Sale Motion, the original Notice of Hearing, the Amended Notice of Hearing, and the Transaction pursuant to Fla. Stat. §727.111 (Docket Nos. ____). Additional notice was provided to creditors and all parties in interest through the publication on the Assignors' website of all relevant documents and pleadings. No further notice is necessary or required.

9. The Transaction does not cause there to be, and there is not: (a) a consolidation, merger, or de facto merger of the Purchaser, on the one hand, with or into the Assignors, Assignee, or Assignment Estate, on the other hand, or vice versa; (b) a substantial continuity between the Purchaser, on the one hand, and the Assignors, Assignee, or Assignment Estate, on the other hand; (c) a common identity between the Purchaser, on the one hand, and the Assignors, Assignee, or Assignment Estate, on the other hand; or (d) a

mere continuation of the Assignors, Assignee, or Assignment Estate, on the one hand, with the Purchaser, on the other hand.

10. Except as otherwise expressly provided herein or in the APA, none of the Purchaser or its respective affiliates or assigns, shall have any liability or responsibility for any liability or other obligation of the Assignors arising under or related to the Acquired Assets prior to the closing of the Transaction (the “**Closing**”). Without limiting the generality of the foregoing, and except as otherwise specifically provided herein, to the maximum extent allowed by law, none of the Purchaser or its affiliates and/or assigns, shall be liable for any claims against the Assignors or any of its predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character including, but not limited to, any such liability that may be imposed by statute (e.g., under so-called “bulk sale” laws) or any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity, whether known or unknown as of the date of entry of this Order, now existing or hereafter arising, whether fixed or contingent, with respect to the Assignors or any obligations of the Assignors arising prior to the Closing, 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 operation of the Acquired Assets prior to the Closing, provided, however, that nothing herein shall excuse the Purchaser from its obligations under this Order and the APA or obligations arising from the Acquired Assets after the Closing.

11. If any person or entity that has filed financing statements, mortgages, mechanic’s liens, lis pendens, or other documents or agreements evidencing liens, claims, interests or encumbrances in the Acquired Assets shall not have delivered to the Assignee prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens which the person or entity has with respect to the Acquired Assets, then, following the Closing Date, (a) the Assignee is authorized to execute and file such statements, instruments, releases, and other documents on

behalf of the person or entity with respect to the Purchased Assets, and (b) the Purchaser is 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 in the Acquired Assets of any kind or nature whatsoever.

12. To the greatest extent available under applicable law and except as otherwise provided herein, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Assignee with respect to the Acquired Assets, and all such licenses, permits, registrations and governmental authorizations and approvals related to the Acquired Assets (to the extent that such licenses, permits, registrations and government authorizations and approvals constitute Acquired Assets) are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date.

13. Except as otherwise provided herein or otherwise provided in the APA, all of the Assignee's right, title, and interest in and to the Acquired Assets to be acquired by the Purchaser **AS-IS, WHERE-IS** under the APA shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to and vested in the Purchaser free and clear of all liens, claims, or encumbrances. Upon the occurrence of the Closing and except as otherwise provided herein, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets acquired by the Purchaser under the APA and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Acquired Assets to the Purchaser.

14. This Order: (a) is and shall be effective as a determination that, on the Closing Date, all liens, claims, or encumbrances existing against the Purchased Assets before the Closing Date, have been unconditionally released, discharged and terminated (with such liens, claims, or encumbrances to attach to the proceeds of the Sale), and that the conveyance of the Purchased Assets has been effected; and (b) is and

shall be binding upon and govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, registrars of deed, registrars of patent, trademark or other intellectual property, local, state and federal regulatory boards, administrative agencies, governmental departments (other than as set forth in paragraph 17 below), secretaries of federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their offices, 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 or state of title in or to the Acquired Assets.

15. Each and every federal, state, and local governmental agency or department is directed to accept any and all documents and instruments necessary and appropriate to consummate the Transaction.

16. The terms and provisions of this Order, shall be binding in all respects upon the Assignee, Assignors, its estate, and its creditors, the Purchaser and any affiliates or assignees, and their successors or affected third parties, and all parties asserting any liens, claims, or encumbrances in the Assignors' estates or the Acquired Assets to be sold to the Purchaser pursuant to this Order. The APA and the Transaction contemplated thereby and hereby, shall be enforceable by specific performance against and shall be binding upon and not subject to rejection or avoidance by the Assignee or Assignors.

17. All persons or entities, presently or on or after the Closing Date with access to or in possession or control of some or all of the Acquired Assets are directed to provide access to and surrender possession of the Acquired Assets to the Purchaser on the Closing Date or at such time thereafter as the Purchaser may request.

18. This Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Assignee and the Purchaser are free to close under the APA at any time, subject to the terms of the APA.

19. This Order and the rights and obligations set forth herein shall survive any dismissal of the Assignment Case, and this Court shall retain jurisdiction as set forth below.

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

21. The failure specifically to include any particular provisions of the APA or the Transaction in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Transaction be authorized and approved in its entirety. However, to the extent that this Order and the APA conflict, this Order shall control.

22. Time is of the essence in closing the APA and the Transaction contemplated thereby.

23. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, in a writing signed by such parties, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Assignment Estate. The Assignee is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the APA. Nothing contained in any order entered in this case or in any subsequent or related proceeding in any court subsequent to entry of this Order, shall conflict with or derogate from the provisions of the APA or the terms of this Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

24. The Closing of the APA shall take place no later than five (5) days after the Court's entry of this Order.

25. The Court retains exclusive jurisdiction to:

a) interpret, implement, and enforce the APA, all related documents, any amendments thereto, and this Order,

- b) adjudicate any disputes arising from or relating to the APA or any other matters pertaining to the Transaction,
- c) decide any disputes concerning this Order, the APA, or the rights and duties of the parties hereunder or thereunder or any issues relating to the APA and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Acquired Assets and any Assumed Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the Acquired Assets free and clear of all liens, claims, or encumbrances,
- d) protect the Purchaser and Acquired Assets against any liens, claims, or encumbrances as provided herein including, without limitation, to enjoin the commencement or continuation of any action seeking to impose successor liability or bulk sale liability,
- e) enter Orders in aid or furtherance of the transactions contemplated by the APA or to ensure the peaceful use and enjoyment of the Assumed Contracts or the Acquired Assets by the Purchaser,
- f) compel delivery of all Acquired Assets to the Purchaser
- g) adjudicate any and all disputes concerning alleged pre-Closing interests in and to the Acquired Assets including without limitation the extent, validity, enforceability, priority, and nature of any and all such alleged Interests;
- h) adjudicate any and all disputes relating to the Assignee's right, title, or interest in the Acquired Assets and the proceeds thereof,
- i) re-open the Assignment Case to determine any of the foregoing; provided, however, in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Transaction or this Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter; and
- j) hear, determine and adjudicate any claims asserted against the Assignee, Assignors, their estates or the Purchaser seeking administrative expenses status.

DONE AND ORDERED in Chambers in Miami, Miami-Dade County, Florida on this ____ day of _____, 2024.

HONORABLE THOMAS REBULL
Circuit Judge

Copies furnished to:
eyal.berger@akerman.com
brett.marks@akerman.com