UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

In re:

Praesum Healthcare Services, LLC,[1]
(Jointly Administered)
Debtors.
_______________________________/

Case No. 25-19335-EPK

Chapter 11

EXPEDITED THIRD MOTION FOR SUPER-PRIORITY PRIMING DIP FINANCING AND APPROVAL OF PRIVATE SALE OF SUBSTANTIALLY ALL ASSETS OF DEBTORS EXCLUDING CASH AND ACCOUNTS RECEIVABLE

Basis for Expedited Hearing:
This motion supersedes the motions filed at Docket Nos. 372 and 384. The Debtors urgently require the financing described herein to fund their ongoing operations. The Debtors require such financing at the earliest opportunity to meet their ongoing obligations—including payroll and vendors threatening to cease provision of services and goods—and remain in business. Accordingly, the Debtors respectfully request that this matter be set for a hearing at the earliest available date.

The 28 Debtors listed in Footnote 1 herein (the "Debtors") Debtors, pursuant to 11 U.S.C. §§ 363(b), 363(f), 364, and 365, request that the Court approve $4,600,000 in total post-petition super-priority, senior secured priming financing described in this Motion (the "DIP Financing")

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[1] The 28 Debtors are: (1) Praesum Healthcare Services, LLC, Case No. 25-19335-EPK; (2) Evolve Recovery Center, LLC, Case No. 25-19336-EPK; (3) Evolve Recovery Center at Millbury LLC, Case No. 25-19340-EPK; (4) Sunrise Detox Alpharetta, LLC, Case No. 25-19343-EPK; (5) Sunrise Detox Brentwood, LLC, Case No. 25-19346-EPK; (6) Sunrise Detox Cherry Hill, LLC, Case No. 25-19348-EPK; (7) Sunrise Detox Duluth, LLC, Case No. 25-19356-EPK; (8) Sunrise Detox III, LLC, Case No. 25-19359-EPK; (9) Sunrise Detox Millbury, LLC, Case No. 25-19362-EPK; (10) Sunrise Detox Orlando, LLC, Case No. 25-19363-EPK; (11) Sunrise Detox Toms River, LLC, Case No. 25-19365-EPK; (12) The Counseling Center at Cherry Hill, LLC, Case No. 25-19366-EPK; (13) The Counseling Center at Clark, LLC, Case No. 25-19367-EPK; (14) The Counseling Center at Duluth, LLC, Case No. 25-19368-EPK; (15) The Counseling Center at Fair Lawn, LLC, Case No. 25-19337-EPK; (16) The Counseling Center at Freehold, LLC, Case No. 25-19339-EPK; (17) The Counseling Center at Middlesex, LLC, Case No. 25-19341-EPK; (18) The Counseling Center at Robbinsville, LLC, Case No. 25-19342-EPK; (19) The Counseling Center at Roswell, LLC, Case No. 25-19344-EPK; (20) The Counseling Center at Roxbury, LLC, Case No. 25-19345-EPK; (21) The Counseling Center at Brunswicks, LLC, Case No. 25-19347-EPK; (22) The Counseling Center at Toms River, LLC, Case No. 25-19349-EPK; (23) The Counseling Center at West Caldwell, LLC, Case No. 25-19351-EPK; (24) The Counseling Center at Yorktown Heights, LLC, Case No. 25-19352-EPK; (25) Beacon Point Recovery Center LLC, Case No. 25-19354-EPK; (26) Sunrise Detoxification Center, LLC, Case No. 25-19355-EPK; (27) Sunrise Detox II, LLC, Case No. 25-19357-EPK; and (28) The Counseling Center at Millbury, LLC, Case No. 25-19358-EPK.

from GG Praesum LLC (the "Purchaser"), and further request that the Court approve the private sale, to the Purchaser, of substantially all assets of the Debtors. In support, the Debtors state:

SUMMARY OF FINANCING TERMS[2]

Parties	
Debtors	All
DIP Lender	GG Praesum LLC (the "Purchaser"), which is not an insider of any of the Debtors.

General Provisions	
Total Financing Available	• $4,600,000 on a total final basis • With $1,500,000 of that total already disbursed pursuant to the Court's oral ruling later memorialized at Docket. No. 410. • With $1,500,000 of that total available on a further interim basis. • And with $1,600,000 of that total available on a final basis.
Interest and Fees	• Interest at the Prime Rate + 1.5% • Default interest at Prime Rate + 3.5% • 1% origination fee • 1% exit fee • Purchaser expenses/costs up to $500,000
Maturity	• Earlier of: (a) Debtors' failure to comply with milestones; (b) dismissal or conversion of any of the Debtors' chapter 11 case; (c) the appointment of an examiner in any of the Debtors' chapter 11 cases; (d) default under the sale or financing terms; (e) Debtors' proposal of an alternative financing or sale transaction; (f) closing on asset purchase set forth herein; (g) the filing of a chapter 11 plan that is not acceptable to the Purchaser; (h) 60 days from entry of final order approving DIP Financing; and (i) deal termination.
Security	• A first-priority, priming lien on all of the Debtors' assets, with such lien deemed effective and perfected; and • A superpriority administrative expense claim

[2] This summary is intended for informational purposes only. The binding Term Sheet (defined below) attached to this Motion as Exhibit A should be referred to for the full terms thereof. To the extent this summary is inconsistent with the terms of the Term Sheet annexed to this Motion, the terms of the binding Term Sheet shall govern in all respects.

Permitted Uses	• Operational expenses pursuant to agreed budget with 10% variance permitted.

SUMMARY OF PRIVATE SALE TERMS

Parties	
Debtors	All
Purchaser	GG Praesum LLC (the "Purchaser"), which is not an insider of any of the Debtors.

General Provisions	
Assets	• Substantially all assets of the Debtors, including all unexpired executory contracts and unexpired leases, but **excluding** any cash and any accounts receivable received or generated by the Debtors' business operations prior to the sale closing, and **excluding** other assets excluded pursuant to the Purchaser's discretion.
Price	• A credit bid by Purchaser consisting of all principal amounts funded by Purchaser pursuant to the DIP financing facility, up to $4,600,000, plus any other amounts owed thereunder as DIP Obligations (including Purchaser expenses/costs up to $500,000), **plus** cure costs and unrelated accrued post-petition operating expenses up to $2,500,000, which shall include the amounts to pay cure costs for any executory contracts and unexpired leases necessary to operate the Business (as defined in the Term Sheet), including, for the avoidance of doubt, all unexpired real property leases to be assumed and assigned to Purchaser, within Purchaser's sole discretion, pursuant to the Term Sheet.
Other Terms	• Assets sold on an as is, where is basis unless otherwise specified. • Assets sold free and clear of all liens and encumbrances thereon. • Breakup fee comprised of Purchaser's actual, documented expenses capped at $500,000 to the extent not already paid, plus $500,000, upon Debtors' acceptance of competing higher and better offer. • Closing to occur on or before January 23, 2026.

Personally Identifiable Information	The Debtors' each maintain a policy of prohibiting transfers of personally identifiable information, which the proposed sale would be consistent with.
Lienholders	• Creditor Instafunding UT, LLC has blanket liens on the assets of Praesum Healthcare Services, LLC and Sunrise Detoxification Center, LLC. • As to all Debtors other than The Counseling Center at Cherry Hill, LLC, The Counseling Center at Clark, LLC, The Counseling Center at Fair Lawn, LLC, The Counseling Center at Freehold, LLC, The Counseling Center at the Brunswicks, LLC, The Counseling Center at Yorktown Heights, LLC, Sunrise Detox Alpharetta, LLC, Sunrise Detox Millbury, LLC, Sunrise Detox II, LLC, Sunrise Detoxification Center, LLC, the following lienholders: 1. City National Bank of Florida; 2. ASD Specialty Healthcare, LLC dba Besse Medical; 3. Various unidentified filers of financing statements using third-party firms such as CT Corporation System. • As to Sunrise Detoxification Center, LLC, the following additional lienholders: 1. U.S. Small Business Administration; 2. Family Funding Group LLC;; and 3. Various unidentified filers of financing statements using third-party firms such as CT Corporation System. • As to Sunrise Detox II, LLC, the following lienholder: 1. U.S. Small Business Administration. • As to Sunrise Detox Millbury, LLC, the following lienholders: 1. ASD Specialty Healthcare, LLC dba Besse Medical; and 2. Various unidentified filers of financing statements using third-party firms such as CT Corporation System. • As to Praesum Healthcare Services, LLC, the following additional lienholders: 1. City National Bank of Florida; 2. ASD Specialty Healthcare, LLC dba Besse Medical;

	3. U.S. Small Business Administration; 5. Navitas Credit Corp.; 6. I Got Funded, LLC; and 7. Various unidentified filers of financing statements using third-party firms such as CT Corporation System.

PERTINENT FACTS

1. On August 13, 2025 (the "Petition Date"), the Debtors each filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq*.

2. Each of the 28 Debtors is operating its business and managing its affairs as a debtor in possession pursuant to 11 U.S.C. §§ 1107 and 1108.

3. No trustee or examiner has been appointed in these jointly administered cases.

4. Debtor Praesum Healthcare Services, LLC ("Praseum Healthcare") is a Florida limited liability company located in Lake Worth, Florida. Praesum Healthcare provides administrative services to each of the 27 other Debtors, which each operate treatment facilities. The Debtors' operations, as a whole, are referred to herein as "Praesum."

5. The Debtors require the financing described herein to continue their operations. Without financing, the Debtors will have to immediately begin winding down operations.

6. Praesum is one of the largest independent behavioral healthcare providers in the eastern United States, serving more than 15,000 patients each year- in New Jersey alone it cares for 10% of the Statewide admissions for detox and residential services. The organization is in-network with over 50 insurance companies, including CMS/Medicare and Medicaid, and provides a full continuum of care for individuals and families seeking treatment for addiction and mental health disorders.

7. The closure of Praesum's programs will immediately strain emergency departments, hospitals, and community behavioral health providers that are already operating at or above capacity. Individuals requiring detoxification, stabilization, and medication-assisted

treatment will have few safe alternatives. Without continuity of care, there is a heightened risk of overdose, relapse, psychiatric crisis, and hospitalization. Coordination with state agencies, payers, and local providers will be essential to protect public health during this transition.

8. If the Debtors cease operations, over 750 employees will also be affected, many of whom have dedicated their professional lives to saving others. The loss of these positions will ripple through their households and the communities that depend on their work.

9. Simply put, the closure of the Debtors' facilities would be devastating from both a patient health and economic perspective.

10. For these reasons, the Debtors sought out post-petition financing ("DIP Financing") and obtained proposed terms from GG Praesum LLC or its assignee (the "Purchaser") regarding $3,000,000 in total post-petition financing and the eventual sale to the Purchaser of substantially all of the assets of the Debtors. The terms of such transaction were set forth in the Debtors' motion filed at Docket No. 384. Following the Court's oral interim approval of the post-petition financing portion of such transaction on December 22, 2025, the Purchaser funded $1,500,000 in post-petition financing on an interim basis, and the Court entered an order memorializing such interim approval on December 31, 2025 at Docket No. 410.

11. Unfortunately, on January 2, 2026, during the agreed Due Diligence Period set forth in and pursuant to the original binding Term Sheet regarding the Sale and DIP Loan transactions, dated as of December 19, 2025 (the "Original Term Sheet"), the Purchaser reasonably determined, in good faith, that the information discovered during the Due Diligence Period demonstrated, among other things, that the Net Eligible A/R (as defined in the Original Term Sheet) of the Debtors were materially less than $22,000,000 (which the Debtors acknowledge).[3] Purchaser sent

[3] Purchaser also determined that there were material inaccuracies in the last two years of P&L statements of the Debtors which were not clarified to the reasonable satisfaction of Purchaser.

notice to the Debtors on January 2, 2026 of such and thereby terminated the Sale and DIP Loan transactions as permitted pursuant to the Original Term Sheet.

12. The Debtors and Purchaser thereafter continued negotiating in good faith and the parties subsequently negotiated an amended and restated DIP Loan and Sale transaction binding term sheet with the Purchaser. Such amended and restated binding term sheet (the "Term Sheet"), dated as of January 6, 2026, is attached hereto as Exhibit A.

13. The terms of the amended and restated Term Sheet are summarized above and detailed in the Term Sheet itself. In general, such terms provide for an amended upsized DIP Loan[4] credit facility of up to $4,600,000 (of which $1,500,000 has already been funded in connection with the Original Term Sheet and the Court's prior approval of the DIP Loan thereunder), which DIP Loan will be secured by a senior secured, first priority lien on all of the Debtors' assets that primes all other liens, with an additional $1,500,000 available to be funded on an interim basis, and the remaining $1,600,000 available to be funded upon final Court approval. The Purchaser shall also have a super-priority administrative expense claim.

14. The terms for the proposed amended DIP Financing facility are, in the Debtors' reasonable business judgment, currently the most favorable that the Debtors have been able to obtain from any source. Furthermore, no other party has offered to extend necessary post-petition credit to the Debtors on an unsecured basis, on a non-superpriority administrative expense claim basis, or on a basis that does not otherwise include a senior-secured priming lien on all of the Debtors' assets (which lien shall prime all other liens).

15. The proposed DIP Financing will allow the Debtors to reach a going-concern sale of substantially all of their assets and Business (as defined in the Term Sheet), other than the

[4] Unless otherwise provided herein, capitalized terms shall have the meaning ascribed to them in the Term Sheet.

Debtors' cash or Non-Transferred A/R (as defined in the Term Sheet), and to thereby wind up their estates in an organized manner. Absent the DIP Financing, the Debtors cannot operate and will be unable to reach a sale.

16. As part of the Debtors' proposed deal with the Purchaser set forth in the Term Sheet, the Purchaser has offered to purchase substantially all assets of the Debtors, other than the Debtors' cash or Non-Transferred A/R, in a private sale based on a credit bid of the outstanding DIP Obligations, plus cure costs up to $2,500,000.

17. Previously the Debtors engaged investment banker Bailey & Co. Securities, LLC, who has been aggressively marketing the sale of the Debtors' assets. ECF No. 322.

18. The private sale offer from the Purchaser is the best non-terminated, binding offer received by the Debtors following aggressive marketing efforts over the past several weeks, including following the Purchaser's January 2, 2026 termination of its prior offer under the Original Term Sheet.

LEGAL BASIS

a. Financing

19. Section 364 of the Bankruptcy Code authorizes a debtor to obtain post-petition financing under certain circumstances. Provided that an agreement to obtain credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code, courts grant a debtor considerable deference in acting in accordance with its reasonable business judgment in obtaining such credit. *See In re YL W. 87th Holdings I LLC*, 423 B.R. 421, 441 (Bankr. S.D.N.Y. 2010) ("Courts have generally deferred to a debtor's business judgment in granting section 364 financing."); *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) (stating that "cases consistently reflect that the court's discretion under section 364 [of the Code] is to be utilized on grounds that permit [a debtor's] reasonable business judgment to be exercised so long

as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest").

20. 11 U.S.C. § 364(c)(1) permits a debtor to obtain post-petition financing that is allowable as a superiority administrative expense claim if the Debtor cannot obtain post-petition financing without such claim allowance.

21. Further, section 364(d)(1) permits a debtor to obtain credit secured by a senior/priming lien on property of the estate that is already subject to a lien if a debtor cannot otherwise obtain credit and there is adequate protection for the existing lien holders.

22. Given the emergent need for financing, the Debtors are unable to obtain credit other than under the terms proposed by the Purchaser. Additionally, the Creditors will be adequately protected because the proposed financing will allow the Debtors to reach a sale (to the Purchaser) that will result in satisfaction of the post-petition financing while leaving the Debtors' pre-closing accounts receivable in the Debtors' estates.

b. Sale.

23. Property of the bankruptcy estate may be sold outside the ordinary course of business. Section 363 of the Bankruptcy Code provides that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b). Although section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, courts routinely authorize sales of a debtor's assets if such sale is based upon the aforementioned business judgment rule. *See Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999).

24. Furthermore, one or more of the tests of section 363(f) of the Bankruptcy Code will be satisfied with respect to the free and clear sale and transfer of the Debtors assets to the Purchaser.

Specifically, upon information and belief, all Creditors whose liens are not subject to a *bona fide* dispute[5] will consent to the proposed sale. *See* 11 U.S.C. §§ 363(f)(2) and (4).

WHEREFORE, the Debtor requests that the Court enter an order (1) granting this Motion; (2) authorizing the Debtor to obtain post-petition financing on the terms described herein in the Term Sheet on an interim basis; and (3) scheduling a final hearing to approve post-petition financing and to approve the private sale to the Purchaser---free and clear of all liens and encumbrances---of substantially all assets of the Debtors described in the Term Sheet, excluding pre-closing cash and accounts receivable.

Respectfully submitted,

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[5] As the Court found and concluded at the hearing on the approval of the Original Term Sheet, the liens of Instafunding UT, LLC are subject to a *bona fide* dispute. The Debtor reserves all rights to further argue that, to the extent any other purported/alleged secured lienholder objects to the proposed Sale, the Sale should still be approved pursuant to 11 U.S.C. § 363(f)(5). *See, e.g., In re BAMC Development Holding, LLC*, Case No. 22-BK-1487-CPM, 2025 WL 770521, at *19 (M.D. Fla. Mar. 11, 2025), explaining that:

> "By its express terms, Section 363(f)(5) permits lien extinguishment if the trustee can demonstrate the existence of another legal mechanism by which a lien could be extinguished without full satisfaction of the secured debt." *In re PW, LLC*, 391 BR. 25, 43 (9th Cir. 2008) (emphasis added) (quoting *In re Terrace Chalet Apartments, Ltd.*, 159 B.R. 821, 829 (N.D. Ill. 1993)) ("If full payment were required, § 363(f)(5) would merely mirror § 363(f)(3) and render it superfluous."). "The existence of judicial and nonjudicial foreclosure and enforcement actions under state law, among other proceedings, have been held to satisfy § 363(f)(5)." *In re Hamilton Road Realty*, LLC, No. 8-19-72596, 2021 WL 1620046, at *5 (Bankr. E.D.N.Y. Apr. 26, 2021) (citations omitted).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via Notice of Electronic Filing by CM/ECF to all parties registered to receive such service in this case list on January 6, 2026.

/s/ Eric Pendergraft

Exhibit A

EXECUTION VERSION

Date: January 6, 2026

PRAESUM HEALTHCARE SERVICES, LLC BANKRUPTCY

AMENDED AND RESTATED BINDING TERM SHEET
WITH RESPECT TO:
(I) PROPOSED DEBTOR-IN-POSSESSION FINANCING CREDIT FACILITY; AND
(II) PRIVATE SALE ASSET PURCHASE TRANSACTION

RECITALS

WHEREAS, the Parties previously entered into a prior version of this term sheet on December 19, 2025 (the "Original Term Sheet"), pursuant to which (i) Purchaser,[1] as DIP Lender, funded $1.5 million following interim approval of the DIP Loan; (ii) Purchaser retained a Due Diligence Period to evaluate the financial condition and certain representations regarding the Debtors' Business, including the Net Eligible A/R[2] of the Debtors and the last two years of P&L statements;

WHEREAS, during such Due Diligence Period, Purchaser reasonably determined in good faith that the information discovered in the Due Diligence Period demonstrated (i) that the Net Eligible A/R of the Debtors were materially less than $22,000,000, and (ii) there were material inaccuracies in the last two years of P&L statements of the Debtors which were not clarified (and could not be clarified) to the reasonable satisfaction of Purchaser;

WHEREAS, the Debtors acknowledge that the Net Eligible A/R of the Debtors were materially less than $22,000,000;

WHEREAS, on January 2, 2026, Purchaser served a termination notice (the "Termination Notice") declaring a termination of the Original Term Sheet;

WHEREAS, following the issuance of the Termination Notice, the Parties have agreed to amended, modify and restate the terms of the DIP Loan and Sale transaction as set forth in this amended and restated binding term sheet below.

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[1] Capitalized terms not defined in this section shall have the meaning ascribed to such terms below, in the Original Term Sheet, or in the Interim DIP Order.

[2] "Net Eligible A/R" means Accounts Receivable (on an adjusted basis taking into account anticipated payor reimbursement rates) of the Debtors that are less than 180 days old and are not the subject of any written dispute. To give an example: If Debtors bill $5,000 for a particular service but the reimbursement rate from a particular payor is $2,000, the Net Eligible A/R for such service would be $2,000.

AGREEMENT

This binding term sheet regarding an asset purchase agreement and DIP loan facility (this "Agreement") sets forth the amended and restated binding material terms and conditions under which GG Praesum LLC and/or its assignees and/or affiliates (collectively, the "Purchaser" or "DIP Lender") will, subject to and in accordance with the terms hereof:

I. Enter into a senior-secured priming debtor-in-possession ("DIP") financing credit facility (the "DIP Loan") in connection with the jointly administered chapter 11 bankruptcy cases (the "Chapter 11 Cases") of Praesum Healthcare Services, LLC ("Praesum") and its 27 debtor affiliates (collectively, the "Debtors"[3] or "Sellers"; and together with Purchaser, collectively, the "Parties") pending in the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division (the "Bankruptcy Court") bearing lead case number 25-19335-EPK; and

II. Enter into an asset purchase transaction (the "Sale") to acquire from Sellers—pursuant to section 363 of the Bankruptcy Code, free and clear of all liens, claims, encumbrances, and interests—all assets, licenses, leases, and other executory contracts necessary to run and operate the Debtors' businesses (collectively, the "Business"), including all of the Debtors' Detox, Residential and Outpatient facilities and any related office locations for managing such facilities (collectively, the "Facilities"), and all personal property, materials and equipment, books and records, intellectual property, and the transfer of all employees of the Debtors' Business and other assets operated or used in connection with the Facilities and the Debtors' Business (collectively, together with the Business, the "Property"); provided, however, (i) any cash and accounts receivable of the Debtors relating to the operation of the Business prior to the closing under the APA (the "APA Closing") shall not be deemed an Acquired Asset and shall remain with the Debtors (but for the avoidance of doubt, any cash and accounts receivable received by the Business related to operation of the Business from and after the APA Closing shall be owned by and payable to the Purchaser); and (ii) consistent with Section F below, the Property, employees and assets to be transferred to Purchaser shall be subject in all

[3] The Debtors in these Chapter 11 cases as jointly administered include: Praesum Healthcare Services, LLC (lead case #25-19335), Evolve Recovery Center, LLC (#25-19336), Evolve Recovery Center at Millbury LLC (#25-19340), Sunrise Detox Alpharetta, LLC (#25-19343), Sunrise Detox Brentwood, LLC (#25-19346), Sunrise Detox Cherry Hill, LLC (#25-19348), Sunrise Detox Duluth, LLC (#25-19356), Sunrise Detox III, LLC (#25-19359), Sunrise Detox Millbury, LLC (#25-19362), Sunrise Detox Orlando, LLC (#25-19363), Sunrise Detox Toms River, LLC (#25-19365), The Counseling Center at Cherry Hill, LLC (#25-19366), The Counseling Center at Clark, LLC (#25-19367), The Counseling Center at Duluth, LLC (#25-19368), The Counseling Center at Fair Lawn, LLC (#25-19337), The Counseling Center at Freehold, LLC (#25-19339), The Counseling Center at Middlesex, LLC (#25-19341), The Counseling Center at Robbinsville, LLC (#25-19342), The Counseling Center at Roswell, LLC (#25-19344), The Counseling Center at Roxbury, LLC (#25-19345), The Counseling Center at the Brunswicks, LLC (#25-19347), The Counseling Center at Toms River, LLC (#25-19349), The Counseling Center at West Caldwell, LLC (#25-19351), The Counseling Center at Yorktown Heights, LLC (#25-19352), Beacon Point Recovery Center, LLC (#25-19354), Sunrise Detoxification Center, LLC (#25-19355), Sunrise Detox II, LLC (#25-19357), The Counseling Center at Millbury, LLC (#25-19358).

respects to Purchaser's discretion, in connection with the assumption and assignment or rejection of certain leases of the Debtors, to cause the rejection of leases for certain of the Debtors' Facilities and have such employees at, and any assets associated with, any such rejected Facilities not be transferred to Purchaser (with any obligations, claims or liabilities relating to such rejection, including rejection damage claims or other employee-related claims not assumed by Purchaser and instead remaining an obligation of the Debtors' estates).

Definitive Documents. This Agreement is a legally binding commitment of the parties hereto and is made for good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto. The terms of this Agreement shall be incorporated into valid and binding definitive agreements (including an asset purchase agreement and binding DIP orders) to be entered into by the Parties as soon as reasonably practicable following the date hereof which shall supersede and replace this Agreement.

I. <u>DIP FINANCING</u>

A. Type, Amount, Availability & Collateral: The Purchaser, as DIP Lender, will extend a senior secured, multi-draw DIP financing facility not to exceed $4,600,000.00 (the "DIP Loan Proceeds"). $1,500,000.00 of the DIP Loan was previously funded on December 22, 2025 upon the Court's oral approval of the DIP Loan following an interim hearing held on the DIP Loan on December 22, 2025, with additional funding subject to budget approvals, not unreasonably withheld, conditioned or delayed by the Purchaser within five business days following initial funding and entry of a Final DIP Order.

DIP Lender was previously granted, pursuant to Bankruptcy Court approval in Interim DIP Order entered on December 31, 2025 [Bankr. S.D. Fl., Case No. 25-19335-EPK, Docket No. 410], and shall be further granted pursuant to a Second Interim DIP Order (to the extent applicable) and Final DIP Order:

- new liens on (the "<u>New DIP Liens</u>") and security interests in all assets of each of the Debtors (including but not limited to, and subject to entry of a Final DIP Order, to proceeds of claims and causes of action brought pursuant to sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code) (the "<u>New DIP Collateral</u>") pursuant to Sections 364(c)(2), 364(c)(3), and 364(d)(1) of the Bankruptcy Code, including a finding of validly perfected, super-priority priming liens (senior to all other liens currently in existence on the Borrowers' property and assets, including liens of City National, Bank of America (SBA) and any other identified secured/allegedly secured lienholder[4]), including but not limited to first-priority priming New DIP Liens on all of the Debtors' assets, including accounts receivable (which liens shall be valid and binding upon the funding of any advances under the DIP Facility), inventory, and all other property of the Debtors;

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[4] The other identified secured/allegedly secured lienholders are listed on pages 4-5 of the *Expedited Amended Motion for Priming DIP Financing and Approval of Private Sale of Substantially all Assets of Debtors* [Bankr. S.D. Fl., Case No. 125-19335, Docket No. 384].

- a super-priority administrative expense claim with respect to the DIP Obligations that will, in accordance with Section 364(c)(1) of the Bankruptcy Code, have priority over any and all administrative expenses of and unsecured claims against any of the Debtors now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expenses of the kind specified in, or arising or ordered under, Sections 105, 326, 328, 503(b), 506(c), 507(a), 507(b), 546(c), 726 and 1114 of the Bankruptcy Code, including any super-priority administrative expenses granted pursuant to prior orders of the Court, which shall will administrative expense claim shall rank senior in priority to any such other liens or claims; and

- subject to entry of Final DIP Order, properly perfected liens on claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code).

B. Use of DIP Loan Proceeds: Proceeds will be allocated strictly for operational expenses and costs associated with the Chapter 11 Cases (including third party legal and advisory fees), ensuring prompt and efficient use of funds.

C. Interest Rate & Payments of DIP Obligations:

Contractual DIP Loan Interest Rate: The DIP Loan will have a contractual interest rate of the Prime Rate plus 1.5% per annum.

Default DIP Loan Interest Rate: The default interest rate on the DIP Loan will equal the contract rate plus 2% per annum (i.e., Prime Rate + 3.5%).

Prime Rate: "Prime Rate" means the rate of interest per annum then most recently published in The Wall Street Journal in the "Money Rates" section (or such successor section) as the "Prime Rate" for the United States, currently 6.75%. If the definition of "Prime Rate" is no longer published in The Wall Street Journal (or any successor publication), "Prime Rate" shall mean, at any time, the rate of interest per annum then most recently established by Lender as its prime rate. Notwithstanding the foregoing, the Debtors agree that the Prime Rate shall never be less than three percent (3%) per annum.

Interest Accrual: Interest on the DIP Loan will accrue daily, with principal and any accrued interest and fees or other costs due on the DIP Maturity Date (as defined below).

D. DIP Facility Fees/Reimbursement of Fees/Expenses: Sellers will pay a 1% DIP Facility origination fee to the DIP Lender, which fee shall be paid from (i) the initial funding; and (ii) the second DIP Loan advance (with respect to the additional fee on the increased DIP Loan amount under this amended Agreement)[5] and reduce the availability under the DIP Facility.

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[5] For the avoidance of doubt, the 1% origination fee of $30,000 was earned and reduced the initial DIP Loan funding by $30,000. With the increase of the DIP Loan amount to $4,600,000, an additional $16,000 origination fee (the "Additional Origination Fee") will be deemed earned and payable upon approval of the amendment of

Sellers will pay DIP Lender's reasonable attorneys' fees and other professional fees and costs incurred in connection with the DIP Facility, its bid for the acquisition of the Sellers' assets, and otherwise in connection with these Chapter 11 cases beginning from on and after August 13, 2025 up to a cap of $500,000.

The DIP Lender shall also be paid an exit fee of 1% of the DIP Loan, which shall be immediately earned but due and payable upon the DIP Maturity Date, which amount shall be deemed to increase the DIP Obligations.

E. DIP Maturity Date: The DIP Loan will mature (the "DIP Maturity Date") and will be immediately due and payable on the earliest to occur of any of the following: (i) the Sellers' failure to comply with any of the DIP Milestones (as defined below); (ii) the dismissal of the Chapter 11 Cases or any one of the Chapter 11 Cases; (iii) the conversion of the Chapter 11 Cases (or any one of such cases) to a chapter 7 case or the appointment of an examiner with expanded powers related to the financing or sale transaction; (iv) occurrence of any Event of Default (as defined below) under the DIP Facility which is not cured within time periods allotted; (v) occurrence of any Event of Default under the Sale transaction provisions hereunder and/or the definitive asset purchase agreement to be entered into by the parties with respect to the Sale (the "APA") which is not cured within time periods allotted, in which case the DIP Obligations will be immediately due and payable; (vi) closing of a Sale of the Business pursuant to section 363 of the Bankruptcy Code or pursuant to a confirmed chapter 11 plan of reorganization, including the closing of the transactions contemplated by the APA (the "APA Closing"); (vii) the proposal by the Debtors of any Alternative Transaction (including by filing of any further motion by the Debtors seeking an alternative Sale and/or DIP loan transaction different from the Sale transaction and/or DIP Loan proposed hereunder); (viii) the filing of any chapter 11 plan not acceptable to the DIP Lender; (ix) the termination of this Agreement (including due to an Event of Default or other termination event hereunder); or (x) 60 days after the entry of the Final DIP Order.

F. DIP Milestones: The DIP Facility will contain the following DIP milestones (the "DIP Milestones"):

- Filing of an amended motion and/or notice seeking the approval of this Agreement (the "Amended DIP/Sale Motion") in form and substance satisfactory to Purchaser/DIP Lender within one (1) day of the execution of this Agreement.

- Entry of a second Interim DIP Order, if any (the "Second Interim DIP Order") approving this Agreement and the DIP and Sale transactions contemplated herein, in form and substance reasonably satisfactory to Purchaser, within three (3) business days of the filing the Amended DIP/Sale Motion.

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the DIP Loan hereunder, and such additional origination amount shall be earned and paid upon the next funding Advance under the DIP Loan (as amended) upon Court approval of the increased DIP Loan amount hereunder.

- Entry of the Final DIP Order, in form and substance reasonably satisfactory to Purchaser, within ten (10) business days of the filing of the Amended DIP/Sale Motion.

- Entry of order approving the final form of APA in form and substance (the "Sale Order") in form and substance satisfactory to Purchaser within fourteen (14) days of the filing of the Amended DIP/Sale Motion.

If any of the above DIP Milestones or DIP Maturity Date (or any other deadline contemplated in this Agreement) occur on a Saturday, Sunday, or legal holiday, then the DIP Milestone or DIP Maturity Date shall be the next business day.

G. Conditions to Further Funding DIP Loan: Additional second DIP Advance consistent with the Budget in the amount not to exceed $1,500,000.00 (less the Additional Origination Fee) to be funded[6] upon the Bankruptcy Court's oral approval of this Agreement, provided that the Debtors agree to seek prompt entry of a Second Interim DIP Order, subject to the reasonable consent of the DIP Lender/Purchaser, within two (2) business days of the filing of the Amended DIP/Sale Motion, consistent with this Term Sheet and the Court's oral approval of this Term Sheet; this Agreement not having been terminated by either the Debtors or the DIP Lender; and no Event of Default (described below) having occurred or be continuing under this Agreement or any of the DIP Orders (defined below). Final third DIP Advance consistent with the Budget in the amount not to exceed $1,600,000.00 to be funded[7] upon entry of Final DIP Order and Sale Order substantially consistent with this Agreement and in form and substance satisfactory to the DIP Lender, and further provided that (i) this Agreement not having been terminated by either the Debtors or the DIP Lender, (ii) no Event of Default (described below) having occurred or be continuing under this Agreement or any of the DIP Orders (defined below), and (iii) all conditions precedent to close under the APA shall have been confirmed as satisfied by Purchaser/DIP Lender and Purchaser/DIP Lender and Debtors are ready to proceed with the APA Closing.

H. Definitive DIP Facility Documentation. Purchaser reserves the right to require further definitive DIP Facility documentation consistent with this Agreement following entry of the Court Orders described above. Alternatively, Purchaser reserves the right to rely on this Agreement, the Interim DIP Order, the Second Interim DIP Order (if any) and Final DIP Order, as the definitive and binding documentation with respect to the DIP Facility.

I. Customary DIP Terms: the DIP Facility, Interim DIP Order, the Second Interim DIP Order (if any), and the Final DIP Order (collectively, the "DIP Orders") shall include customary terms, including but not limited to typical representations and warranties, covenants, including but not limited to:

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[6] Upon such funding, the DIP Loan will have been funded in the aggregate principal amount of $3,000,000.00.

[7] Upon such funding, the DIP Loan will have been funded in the aggregate principal amount of $4,600,000.00.

- The extent, validity, priority, and perfection of the DIP Lender's liens;

- DIP loan made was made in good faith;

- Proceeds of the DIP loans shall be used only for specified purposes pursuant to a line item budget of a duration at least through the anticipated APA Closing to be attached to the DIP Orders (which budget shall be acceptable to the DIP Lender) (the "Budget"), with permitted variances in amounts of no more than 10% per line item and in the aggregate;

- Recognize the unfettered right of the DIP Lender to credit bid up to 100% of the DIP Obligations; and

- Provide for a reasonable Carve-Out (to be included in the Second Interim DIP Order and/or Final DIP Order) for:

  - unpaid, postpetition fees and expenses of the Clerk of the Court and the U.S. Trustee pursuant to 28 U.S.C. § 1930(a) in such amount, with respect to the U.S. Trustee as agreed to by the U.S. Trustee or as determined by the Court;

  - the unpaid, postpetition fees and expenses of the professionals retained by the Debtors, and whose retentions are approved pursuant to final orders of the Court under sections 327, 328, 363,1103(a) or 1104(c) of the Bankruptcy Code (the "Debtor Professionals"), but only to the extent that such fees and expenses are (i) subject to the limitations set forth in the Budget, (ii) incurred prior to the giving of a notice of the occurrence of the DIP Maturity Date by the DIP Lender, (iii) subsequently allowed by the Bankruptcy Court under sections 330, 331, or 363 of the Bankruptcy Code, and (iv) not otherwise paid from retainers;

  - $25,000 of fees incurred by the Debtor Professionals after the DIP Lender's transmission of notice of the DIP Maturity Date (or other Event of Default hereunder), to the extent such fees and expenses are (i) subsequently allowed by the Bankruptcy Court under sections 330, 331, or 363 of the Bankruptcy Code, and (ii) not otherwise paid from any retainers; provided that such notice of Termination Date is not rescinded or withdrawn; and

  - all reasonable fees and expenses incurred by a trustee under Section 726(b) of the Bankruptcy Code in an aggregate amount not exceeding $10,000.

J. **Events of Default:** Usual and customary events of default (the "Events of Default"), including, without limitation, failure to pay interest when due (subject to a two business day cure period for monetary defaults), failure to maintain the Property, failure to comply with Budget (with permitted cumulative variance of up to 10%), failure to comply with any DIP Milestone, or termination of the APA or this Agreement by either the Debtors or the

Purchaser. DIP remedies shall include the right to exercise all rights and remedies available to a secured lender under Article 9 of the UCC and otherwise, as well as all other customary DIP lender remedies.

II. SALE TRANSACTION

A. Sellers: Praesum Healthcare Services, LLC and its Debtor affiliates, subsidiaries, or any other related entities, and any non-debtor and/or non-debtor entity with assets necessary to the Business or the operations thereof. For the avoidance of doubt, nothing herein is intended to require any non-Debtor entities/affiliates to transfer or sell any real property not owned by the Debtors; provided that, for the further avoidance of doubt, Purchaser shall have the right to (i) have all unexpired lease agreements between the any of the Debtors and any non-debtor affiliates or other unrelated third parties assumed and assigned to Purchaser pursuant to assumption and assignment provisions as set forth below, or, alternatively, (ii) to reject any unexpired lease agreement pending the Change of Control/Facility Transfer Process with respect to each of the Debtors' Facilities.

B. Purchaser: GG Praesum LLC and/or entity/entities to be identified or its designee.

C. Assets to be Acquired: All assets, licenses, leases, books and records, transferred employees, any other executory contracts necessary to run and operate the Debtors' Business (including all Facilities currently operated by the Debtors) and all other assets and Property of the Debtors (collectively, the "**Acquired Assets**"); provided that Acquired Assets shall exclude the Debtors' cash on hand as of the APA Closing, accounts receivable generated by the Business prior to the APA Closing (the "Non-Transferred A/R") or other assets expressly excluded by the APA or hereunder.

D. APA/Sale Order: Purchaser will purchase the Acquired Assets pursuant to an APA subject to further negotiation and pursuant the Sale Order pursuant to section 363 of the Bankruptcy Code, including based on assumption and assignment/cure objection procedures to be negotiated between the Parties, which APA and Sale Order shall be in form and substance reasonably satisfactory to Purchaser.

The APA will contain customary representations, warranties, covenants, and closing conditions related to the Business and Facilities (and related assets) as customarily provided. The APA will not contain any indemnification provisions. The Sale is not subject to any financing, internal approval or due diligence contingencies. The APA shall require that all accrued administrative expenses of the Business incurred and accrued but unpaid pre-closing, including all lease payment obligations, must be paid currently from the cash proceeds of the DIP Facility pre-closing or, to the extent the proceeds of the DIP Facility are insufficient, other cash of the Debtors or the Non-Transferred A/R.

The APA and Sale Order will contain usual and customary terms for a section 363 asset purchase agreement, including the Sale of the Acquired Assets free and clear of all liens, claims, and encumbrances (other than those obligations to be designated as "Assumed Liabilities" by Purchaser), to the fullest extent permitted by law, and the Sale Order shall include findings that (i) the Purchaser is a good faith buyer pursuant to section 363(m) of the Bankruptcy Code, (ii) Purchaser shall not be deemed a successor to Sellers.

E. The APA Closing. The APA Closing will occur as soon as reasonably practicable following execution of this Agreement and no later than January 23, 2026, unless mutually extended by the parties hereto.

F. Purchase Price Consideration: The purchase price for the Acquired Assets (the "Purchase Price") consists of the following amounts: (i) the amount of the outstanding DIP Obligations, including all principal amounts funded pursuant to the DIP Facility of up to $4.6 million, plus any accrued and/or unpaid interest and other amounts (including attorneys' fees) owed under the DIP Facility (the "DIP Payoff Consideration"), which full amount shall be credit bid by Purchaser upon the APA Closing and/or treated as an Assumed Liability (but, for the avoidance of doubt, which amount shall not be paid in cash at closing); plus (ii) the Assumed Liabilities (including any cure costs) in an amount not to exceed $2,500,000 (the "Assumed Liability Cap"), which shall include the amounts to pay cure costs for any executory contracts and unexpired leases necessary to operate the Business (including, for the avoidance of doubt, all unexpired real property leases to be assumed and assigned to Purchaser, within Purchaser's sole discretion).

G. As Is, Where Is/Free and Clear: The Sale will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Sellers, except to the extent set forth herein and/or in the APA as approved by the Court. Except as otherwise provided for herein, in the APA or the Sale Order, all of the estate's rights, title, and interests in and to the Debtors' property will be transferred free and clear of all liens, claims, and encumbrances in accordance with section 363(f) of the Bankruptcy Code. All such liens, claims and encumbrances will attach to the net cash proceeds, if any, of the transaction.

H. Case Disposition: The Debtors agree to seek confirmation of a chapter 11 plan in form and substance satisfactory to Purchaser (a "Qualifying Plan") as soon as reasonably practicable, which will provide for the Debtors to reorganize and continue to exist for the purpose of effectuating the Sale, including to allow for the completion of the Change of Control/Facility Transfer Process (defined below).

The Debtors will not seek (and shall oppose any effort by any other party in interest) to dismiss, convert or dissolve any of the Debtors for which any change of control process (*e.g.*, transfer of licenses to Purchaser (or its assignee) and/or permission for Purchaser (or its assignee) to operate each of the Debtors' Facilities) remains ongoing (the "Change of Control/Facility Transfer Process") following the closing under the APA.

I. Failed Case Disposition: In the event no Qualifying Plan is confirmed and the Change of Control/Facility Transfer Process cannot be concluded by Purchaser for any Facility because of the conversion or dismissal of the Debtors' cases or the dissolution (or other wind-down) of any Debtor entity, other than as a result of any breach by Purchaser of the APA, Purchaser may, at its sole election, terminate the Management Agreement as to that Facility, deem any leases or executory contracts associated with such Facility as rejected, and, as applicable, not acquire title to or elect to abandon to the Debtors, any acquired assets associated with such Facility.

J. Assumed Liabilities: Assumed Liabilities to be enumerated in the APA (or at a later date as set forth in the bidding procedures, if any), subject to aggregate Assumed Liability Cap set forth above and subject to the provisions set forth below regarding assumption and assignment.

K. Transfer of Assets: Upon the APA Closing, Purchaser shall be transferred and assigned all of the Acquired Assets designated for immediate transfer by Purchaser in the APA immediately upon the APA Closing, with the remainder of the Acquired Assets (including any contracts and leases associated with the operation of any of the Facilities) to be transferred (and/or deemed assumed and assigned), as applicable for each Facility, upon the receipt by Purchaser of applicable regulatory approvals and the completion of the Change of Control/Facility Transfer Process with respect to each of the Debtors' Facilities and the satisfaction of other customary conditions precedent.

For the avoidance of doubt, all Acquired Assets shall be transferred to Purchaser free and clear of all liens, claims, and encumbrances upon the occurrence of the APA Closing, including for any assets that are transferred to Purchaser upon the completion of the Change of Control/Facility Transfer Process. To the extent any assets or licenses cannot be transferred to Purchaser from and after the APA Closing and to the extent additional or new accounts receivable are earned by the Business from and after the APA Closing, appropriate sweep arrangements and interim management arrangements described below will be implemented so as to provide the Purchaser with the benefits of such assets or licenses until such time as the Change of Control/Facility Transfer Process can be completed for each Facility to be transferred to Purchaser or Purchaser secures alternative licenses.

L. Interim Management Services Agreement.

Further, upon the APA Closing, subject to all necessary state, local, and federal regulatory approval, as and to the extent required, Purchaser or its assignee ("New Operator") will enter into an Interim Management Services Agreement or similar arrangement (the "Management Agreement") with Sellers (and any necessary affiliates of Sellers) for a term of up to 18 months from the entry of the Sale Order, or such longer term as may be agreed upon by the Purchaser in its discretion ("Transition Term").

New Operator will be responsible for all operating expenses (unrelated to the Debtors' bankruptcy cases) incurred after entry into the Management Agreement (subject in all respect to the occurrence of the APA Closing) and shall be entitled to receive a management fee equal to all revenues of the Business and at each of the Debtors' Facilities during the Transition Term. Under the Management Agreement, to the fullest extent permitted by law, New Operator will manage operations of the Business under Sellers' licenses and bill under Sellers' various permits, and/or Medicaid and Medicare CMS numbers. Notwithstanding the foregoing, in the event the Debtors' bankruptcy cases are required to remain open solely for the purpose of effectuating completing the Change of Control/Facility Transfer Process or otherwise satisfying closing conditions in the control of Purchaser, Purchaser shall pay the reasonable costs associated therewith, including without limitation US Trustee quarterly fees and Debtor professional fees; provided that the Debtor professional fees shall be subject to a reasonable budget acceptable to Purchaser, which acceptance shall not be unreasonably refused, which budget may be amended from time to time as circumstances may dictate.[8]

The Management Agreement shall contain customary provisions, representations, and warranties related to the transfer of operations in connection with the Management Agreement, including, without limitation, employees, accounts payable, accounts receivable, and prorations such as utilities, bed taxes, vacation, sick and holiday pay (and payroll taxes associated with employee accruals), etc.

New Operator shall have the right to use Sellers' state licenses, CMS/Medicare numbers, and other state permits until approval and completion of the Change of Control/Facility Transfer Process necessary and sufficient for Purchaser (or its assignees) to operate each of the Debtors' Facilities.

Upon Purchaser being granted all necessary state, local, and federal regulatory approval, as and to the extent required to operate any Facility and upon completion of assignment of any Acquired Assets which were not transferred to Purchaser at the time of the APA Closing, the Management Agreement will terminate.

The Management Agreement will further provide that Purchaser shall handle any regulatory and other matters associated with the closure of any Rejected Facility (defined below); provided that Purchaser shall not be responsible to satisfy any claims arising prior to the prior to the APA Closing (including for the avoidance of doubt any rejection damages claims).

M. Assumption/Rejection of Contracts and Leases. Purchaser shall have the right to direct the Debtors to assume and assign and/or reject any executory contracts or unexpired leases associated with the Business, pursuant to assumption and assignment provisions to be established by the Debtors. Specifically, Purchaser shall have the right to direct Debtors to assume and assign all relevant contracts and leases relevant to the Business, and such determinations (including the ability to add or remove designated contracts or leases to be assumed and assigned) may be made by Purchaser on a Facility-by-Facility basis at any time prior to the conclusion of the Change of Control/Facility Transfer Process associated with each such Facility and all other conditions precedent to the transfer of such Facility having been satisfied (the "Assumption/Rejection Deadline").

In the event the Purchaser elects not to assume any executory contract or unexpired lease associated with any Facility prior to the Assumption/Rejection Deadline (a "Rejected Facility"), the Debtors shall reject such contract or lease, and any Acquired Assets

[8] Purchaser to review and approve a reasonable proposed post-closing budget for Debtors' professionals.

associated with the Facility shall, as applicable, not be transferred to Purchaser or shall be abandoned by Purchaser back to the Sellers. Any rejection damages claims associated with any Rejected Facility shall be borne exclusively by the Debtors' estates.

N. Conditions to the APA Closing: The APA shall contain usual and customary closing conditions. In addition, the APA Closing, including the payment by Purchaser of the Purchase Price, shall be contingent upon: (a) no event of default by Sellers under this Agreement, the APA, the DIP Facility or any document ancillary thereto; and (b) all conditions to close under the APA have been met; and (c) other customary conditions of a transaction of this nature.

In addition, the APA Closing shall be contingent upon: (a) no material adverse change in the business, Acquired Assets, or condition of the Facilities or Sellers from the date of execution of this Agreement until the APA Closing; (b) the tangible assets shall be materially in the same condition as at the time of Purchaser's inspection (reasonable wear and tear excepted); and (c) such other conditions, as are customary for a transaction of this nature.

O. Private Sale/Alternative Transaction: Purchaser shall purchase the Acquired Assets in a private sale transaction, and the parties do not anticipate any public auction to occur as per the Private Sale Motion. Notwithstanding the foregoing, Sellers are permitted to solicit and negotiate bids for alternative sale or investment transactions (an "Alternative Transaction") between execution of this Agreement and entry the Sale Order, and Sellers shall retain their rights to exercise their fiduciary duties to proceed with an Alternative Transaction (assuming such Alternative Transaction is materially higher and better than Purchaser's offer herein); provided that any such Alternative Transaction must provide for payment in full of all DIP Obligations immediately upon the Closing. In the event Sellers elect to pursue any Alternative Transaction, Sellers must reimburse all of Purchaser's actual and documented expenses up to a cap of $500,000 to the extent not already paid and pay to Purchaser a breakup fee of $500,000 (the "Alternative Transaction Fee"); provided that the Alternative Transaction Fee may also be paid by the counterparty to the Alternative Transaction. Until payment of the Alternative Transaction Fee to the Purchaser, the Sellers shall remain obligated hereunder and shall be bound to undertake all steps required of Sellers hereunder, including closing on the Sale transaction contemplated herein.

P. Limitation on Damages: In the event that Purchaser fails to consummate the transactions contemplated by this Agreement or the definitive APA[9] or DIP Facility solely as a result of a breach by Purchaser of this Agreement, the definitive APA or the DIP Facility, Purchaser shall forfeit the right to repayment of any DIP Facility previously provided to Sellers, which forfeiture shall be Sellers' sole remedy for such breach, it being understood

[9] For the avoidance of doubt, if the Parties cannot reach agreement on the reasonable terms of a definitive APA consistent with this Agreement, the Bankruptcy Court or such other court of competent jurisdiction shall determine whether such failure (and any related failure to close) is a result of a breach by Purchaser or Sellers or both, and all rights are reserved in this regard.

that such damages are a reasonable estimate of the damages that would be suffered by Sellers under such circumstances. Purchaser shall otherwise have no liability for failure to consummate the transactions contemplated by this Agreement, the definitive APA or the DIP Facility.

Q. Misc: By execution of this Agreement, each party acknowledges that the transaction terms described generally herein are acceptable and binding upon such party. This Agreement supersedes and cancels all prior understandings between the parties, and upon execution of the APA and other definitive agreements referenced herein, the terms thereof shall supersede this Agreement with respect to the subject matter thereto. Any waiver, amendment, modification, or supplement of or to any term or condition of the binding provisions shall be effective only if in writing and signed by Purchaser and Sellers. Purchaser shall have the right to assign its rights under this Agreement to a special purpose entity formed by Purchaser; provided that no such assignment shall relieve Purchaser of its obligations hereunder.

R. Counterparts: This Agreement may be executed in counterparts, including counterparts by pdf email attachment. If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement will not be affected thereby. Except as specifically provided elsewhere in this Agreement, all notices required or permitted to be given by one party to the any other under this Agreement will be in writing and will be sufficient if sent to the applicable contact information set forth on the signature page below and made by email to the email address set forth in the signature block below or such other email address as may be designated in writing by any party.

S. Governing Law: This agreement will be construed and enforced under the laws of the State of New York, without regard to the conflict of laws provision thereunder or applicable bankruptcy law. Each party acknowledges and agrees that the other party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by such party could not be adequately compensated by monetary damages alone. Accordingly, in addition to any other right or remedy to which a party may be entitled, at law or in equity, such party shall be entitled to bring an action in a Florida court or a federal court with Florida venue to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond (to the extent permitted by law), proving the inadequacy of money damages or other undertaking. Further, each party hereby waives any claim or defense that there is an adequate remedy at law for such breaches or threatened breaches.

T. Binding: This Agreement and the Interim DIP Order, Second Interim DIP Order, the Final DIP Order, the Sale Order, the APA and all transactions contemplated in any of those documents, including the Management Agreement, shall be binding on the Debtors and any successor, including a Chapter 7 Trustee or a Chapter 11 Trustee, and shall survive any dismissal of the Debtors' bankruptcy cases.

[Remainder of Page Is Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

PURCHASER:

By: ______________________________
Name: Daniel Schaffer
Its: Authorized Signatory

Email for Notice: danielschaffer4@gmail.com

Date: January 6, 2026

ON BEHALF OF ALL SELLERS/DEBTORS:

By: ______________________________
Name: __________________________
Its: ______________________________

Email for Notice: ______________________________

Date: January 6, 2025