

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

In re:	)	
	)	Chapter 11
ANTHOLOGY INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 25-90498 (ARP)
Debtors.	)	(Jointly Administered)
	)	

**NOTICE OF AUCTION FOR THE  
SALE OF THE DEBTORS' ASSETS FREE AND  
CLEAR OF ANY AND ALL CLAIMS, INTERESTS, AND ENCUMBRANCES**

**PLEASE TAKE NOTICE** that on November 12, 2025, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered the *Order (I) Approving Bidding Procedures for the Sale of Certain of the Debtors' Assets, (II) Scheduling Certain Dates With Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving the Stalking Horse Agreements and Bid Protections, (V) Approving Contract Assumption and Assignment Procedures, (VI) Authorizing the Sale of Assets Free and Clear, and (VII) Granting Related Relief* [Docket No. 283] (the "Bidding Procedures Order"),<sup>2</sup> authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to conduct a marketing and sale process, potentially including an auction (the "Auction"), to sell the 363 Assets. The sale process and Auction, if any, will be governed by the Bidding Procedures approved pursuant to the Bidding Procedures Order and attached to the Bidding Procedures Order as Exhibit 1 (the "Bidding Procedures"). **All interested bidders should carefully read the Bidding Procedures and the Bidding Procedures Order.** To the extent that there are any inconsistencies between this notice and the Bidding Procedures or the Bidding Procedures Order, the Bidding Procedures or the Bidding Procedures Order, as applicable, shall govern in all respects.

Copies of the Bidding Procedures Order, the Bidding Procedures, or other documents related thereto are available on the Debtors' restructuring website at <https://cases.stretto.com/Anthology> or by telephone at (833) 882-2627 in the U.S. and Canada or +1 (949) 617-2255 internationally.

**PLEASE TAKE FURTHER NOTICE** that any person or entity who wishes to participate in the Auction must comply with the participation requirements, bid requirements, and other requirements set forth in the Bidding Procedures. The Bid Deadline is **November 13, 2025 at**

<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/Anthology>. The location of Debtor Anthology Inc.'s corporate headquarters and the Debtors' service address in these chapter 11 cases is 5201 Congress Avenue, Boca Raton, Florida 33487.

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

**4:00 p.m. (prevailing Central Time).** The Auction will be held on **November 18, 2025 at 9:00 a.m. (prevailing Central Time)**, or such other time and place as the Debtors determine. If the Auction is cancelled pursuant to the Bidding Procedures, the Debtors will file the Notice of Cancellation of Auction.

**PLEASE TAKE FURTHER NOTICE** that the Debtors expect to seek approval of any Sale Transaction at the Sale Hearing, which is presently scheduled to commence on **November 21, 2025 at 10:00 a.m. (prevailing Central Time)**, before the Judge Pérez in the United States Courthouse, 515 Rusk Street, 4th Floor Courtroom 400, Houston, Texas 77002.

**PLEASE TAKE FURTHER NOTICE** that the Debtors reserve the right in their reasonable business judgment to modify the Bidding Procedures in accordance with the Bidding Procedures and/or terminate discussions with any Potential Bidders.

**PLEASE TAKE FURTHER NOTICE** that except as otherwise set forth in the Bidding Procedures Order with respect to objections to proposed cure amounts or the assumption and assignment of Assigned Contracts, objections, if any, to a proposed Sale Transaction **must**: (a) be in writing; (b) comply with the applicable provisions of the Bankruptcy Rules, the Bankruptcy Local Rules, and any order governing the administration of these chapter 11 cases; (c) state with specificity the nature of the objection and, if the Cure Objection pertains to the proposed Cure Costs, state the cure amount alleged to be owed to the objecting Contract Counterparty, together with any applicable and appropriate documentation in support thereof; and (d) if you object to proposed Cure Costs, a proposed assignment to the Stalking Horse Bidder or Successful Bidder of any Assigned Contract or the ability of the Stalking Horse Bidder to provide adequate assurance of future performance with respect to any Assigned Contract, be filed with the Court and **actually received no later than November 19, 2025 at 4:00 p.m. (prevailing Central Time)** (the “**Cure Objection Deadline**”), if you object to the ability of the Successful Bidder other than a Stalking Horse Bid to provide adequate assurance of future performance with respect to any Assigned Contract, be filed with the Court and **actually received no later than November 20, 2025 at 4:00 p.m. (prevailing Central Time)** (the “**Supplemental Adequate Assurance Objection Deadline**”), and any other objections specific to the Auction or Successful Bidders, must be filed with the Court and **actually received no later than November 19, 2025 at 4:00 p.m. (prevailing Central Time)** (the “**Sale Transaction Objection Deadline**”).

#### **CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION**

**ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO A SALE ON OR BEFORE THE SALE TRANSACTION OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO SUCH SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE SELLING DEBTORS’ ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT(S).**

## **NO SUCCESSOR LIABILITY**

The Sale Order is expected to provide, among other things, that the Successful Bidder and its affiliates, predecessors, successors, assigns, members, partners, principals, directors, officers, and shareholders (or equivalent) will have no responsibility for, and the assets will be sold free and clear of, any derivative, successor, transferee or vicarious liability, including the following:

To the greatest extent allowable by applicable law, by virtue of the consummation of the transactions contemplated under the Stalking Horse Agreements (in the case where a Stalking Horse Bidder is the Successful Bidder) or a separate purchase agreement entered into with the Successful Bidder (if a Stalking Horse Bidder is not the Successful Bidder): (i) the Successful Bidder is not a legal successor or otherwise deemed a successor, alter ego or continuation of any Debtor and its respective estate, there is not substantial continuity between the Successful Bidder and the Debtors, and there is no continuity of enterprise between the Debtors and the Successful Bidder; (ii) the Successful Bidder is not holding itself out to the public as a continuation of the Debtors or their respective estates; (iii) the transactions do not amount to a consolidation, merger, or *de facto* merger of the Successful Bidder and the Debtors and/or the Debtors' estates; (iv) there is no common identity between the Debtors and the Successful Bidder; and (v) the Successful Bidder is not a successor or assignee of the Debtors or their estates for any purpose including, but not limited to, under any foreign, federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat or unclaimed property laws, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), with respect to any debts, claims, or obligations, or under any products liability law or doctrine, and the Successful Bidder shall have no liability or obligation under the Workers Adjustment and Retraining Act (the "WARN Act"), 929 U.S.C. §§ 210 et seq. or the Comprehensive Environmental Response Compensation and Liability Act and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act, and/or the Fair Labor Standards Act. Except for the Assumed Liabilities, (i) the transfer of the acquired 363 Assets to the Successful Bidder and (ii) the assumption and assignment to Successful Bidder of the Assigned Contracts do not and will not subject the Successful Bidder and its respective affiliates, predecessors, successors, assigns, members, partners, directors, officers, principals and shareholders (or equivalent) to any liability whatsoever for any claims against the Debtors or any of their predecessors or affiliates, and Successful Bidder shall have no successor or vicarious liabilities of any kind or character, including, without limitation, under any theory of antitrust, environmental, successor, or transfer reliability, labor law, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown as of the sale closing, then existing, or thereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, without limitation, liabilities on account of warranties, intercompany loans, receivables among the Debtors and their affiliates, environmental liabilities, and any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the acquired 363 Assets prior to the sale closing.

Houston, Texas  
November 12, 2025

*/s/ Charles A. Beckham, Jr.*

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