Docket #0193 Date Filed: 04/14/2025

IT IS ORDERED as set forth below:

Date: April 14, 2025

Paul Baisier

Paul Baisier
U.S. Bankruptcy Court Judge

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

In re:	Chapter 11
AFH AIR PROS, LLC, *et al.*,[1]	Case No. 25-10356 (PMB)
Debtors.	(Jointly Administered)
	Re: Docket Nos. 34, 55

ORDER (A) ESTABLISHING BIDDING PROCEDURES RELATING TO THE SALE OF THE DEBTORS' ASSETS, (B) APPROVING THE DEBTORS' ENTRY INTO THE STALKING HORSE PURCHASE AGREEMENTS AND RELATED BID PROTECTIONS, (C) ESTABLISHING PROCEDURES RELATING TO THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (D) APPROVING FORM AND MANNER OF NOTICES RELATING THERETO,

[1] The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at https://www.veritaglobal.net/airpros. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

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(E) SCHEDULING A HEARING TO CONSIDER THE PROPOSED SALE, AND (F) GRANTING RELATED RELIEF

Upon the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors' Assets, (B) Approving the Debtors' Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 34, 55] (the "Motion");[2] and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances; and this Court having held a hearing (the "Hearing") to consider the relief requested in the Motion; and upon the First Day Declaration, the Sale Declaration [D.I. 56], the *Declaration of Andrew D.J. Hede in Support of the Debtors' Bidding Procedures Motion* [D.I. 158], and the record of the Hearing, this Court having determined that there is good and sufficient cause for the relief set forth in this Bidding Procedures Order; and after due deliberation thereon,

THE COURT HEREBY FINDS THAT:

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

A. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases for the relief requested in the Motion are sections 105, 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002(a)(2), 6004, 6006, 9007, and 9014, Local Rules 9013-1 and 9013-2, and the Complex Case Procedures. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Debtors and their respective estates, creditors, and all other parties in interest.

D. As reflected in the certificates of service filed on March 19, 2025 [D.I. 46] and March 24, 2025 [D.I. 73], the Motion and the notice of the Hearing was served on the Court's electronic filing system and the Notice Parties. Such notice is adequate and sufficient in light of the circumstances and nature of the relief requested in the Motion and complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, subject to modifications permitted by the Court's order, dated March 19, 2025 [D.I. 41]. A reasonable and fair opportunity to object to the Motion and the relief granted in this Bidding Procedures Order has been afforded under the circumstances. Accordingly, no other or further notice of the Motion or the Hearing was or is necessary or required.

E. The Debtors have demonstrated a compelling and sound business justification for the Court to grant the relief requested in the Motion, including, without limitation: (i) approval of the bidding procedures in the form annexed hereto as **Exhibit 1** (as amended or modified, the "Bidding Procedures"); (ii) approval of the Debtors' selection of each of Stalking Horse Bidders and their respective Stalking Horse Purchase Agreements; (iii) approval of the Assumption and Assignment Procedures set forth herein; (iv) approval of the form and manner of notice of all procedures, protections, schedules, and agreements described in the Motion and attached thereto; (v) the scheduling of a date for the Sale Hearing; and (vi) all related relief as set forth herein. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Hearing, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

F. The Debtors' marketing process has been reasonably calculated to maximize value for the benefit of all stakeholders.

G. Entry into the Stalking Horse Purchase Agreements, which are attached hereto as **Exhibits 2-A, 2-B, 2-C, 2-D, 2-E, and 2-F**, with the Stalking Horse Bidders, is in the best interests of the Debtors and the Debtors' estates and creditors, and all other parties in interest, and it reflects a sound exercise of the Debtors' business judgment.[3] The Debtors have articulated good, sufficient, and sound business justifications and compelling circumstances for performance of obligations related to the Stalking Horse Purchase Agreements in that, among other things, the Stalking Horse Purchase Agreements, including the Bid Protections, were negotiated by the respective parties at arm's-length and in good faith, and constitutes the highest or otherwise best proposal that the

[3] To the extent there are any conflicts between any specific terms of this Bidding Procedures Order and any specific terms of the applicable Stalking Horse Purchase Agreement, the terms of this Bidding Procedures Order shall govern.

Debtors have received to date and the Stalking Horse Purchase Agreements allow the Debtors to solicit the highest or otherwise best bid for the Assets through the Bidding Procedures in order to preserve and realize their optimal value.

H. The Bid Protections (which, for the avoidance of doubt, include the Break-Up Fee and Expense Reimbursement) for each of the Stalking Horse Bidders, as approved by this Bidding Procedures Order, are fair and reasonable and provide a benefit to the Debtors' estates and stakeholders. The payment of the Bid Protections upon satisfaction of the conditions set forth in the applicable Stalking Horse Purchase Agreement, this Bidding Procedures Order, and the Bidding Procedures, are (i) an actual and necessary cost of preserving the Debtors' estates, within the meaning of sections 503(b) and 507(a) of the Bankruptcy Code, (ii) reasonably tailored to encourage, rather than hamper, the bidding for the Assets, by providing a baseline of value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other bidders in the sale process, thereby increasing the likelihood that the Debtors will receive the best possible price and terms for the assets under the circumstances of these Chapter 11 Cases, (iii) of substantial benefit to the Debtors' estates and stakeholders and all parties in interest in these Chapter 11 Cases, (iv) fair, reasonable and appropriate, (v) a material inducement for, and condition necessary to, ensuring that each Stalking Horse Bidder will continue to pursue its proposed agreement to purchase the Assets provided for in the applicable Stalking Horse Purchase Agreement, and (vi) reasonable in relation to each Stalking Horse Bidder's efforts and to the magnitude and complexity of the Sale and to each Stalking Horse Bidder's lost opportunities resulting from the time spent pursuing such transaction. Without the Bid Protections, each Stalking Horse Bidder would be unwilling to remain obligated to consummate the Sale or otherwise be bound under the applicable Stalking Horse Purchase Agreement (including the obligation to

maintain its committed offer while such offer is subject to higher or better offers, as contemplated by the Bidding Procedures).

I. The Stalking Horse Purchase Agreements do not provide for the sale of the Debtors' and their estates' claims—including, without limitation, commercial tort claims and Avoidance Actions—against any of the Debtors' insiders (as that term is defined in section 101(31) of the Bankruptcy Code). For purposes of this Bidding Procedures Order, "Avoidance Actions" means all avoidance and recovery actions or remedies that may be brought on behalf of the Debtors or their estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 544, 547, 548, 550, 551, 552, or 553 of the Bankruptcy Code.

J. The Bidding Procedures, in the form attached hereto and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable, and appropriate and represent the best method for maximizing the value of the Debtors' estates.

K. The Bidding Procedures were negotiated by the Debtors and the Stalking Horse Bidders at arm's length and in good faith, and were a material inducement to, and express condition of, the willingness of the Stalking Horse Bidders to execute their respective Stalking Horse Purchase Agreements and submit their bids that will serve as a minimum or floor bid on which the Debtors, their creditors, suppliers, vendors, and other bidders may rely.

L. The Auction and Sale Notice, substantially in the form attached hereto as **Exhibit 3** (the "Auction and Sale Notice"), is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of the Assets, including, without limitation: (i) the date, time, and place of the Auction (if one is held); (ii) the Bidding Procedures; (iii) the deadline for filing objections to the Sale and entry of the Sale Order(s), and the date, time, and place of the Sale Hearing; (iv) reasonably specific identification of the Assets to be sold and liabilities to be

assumed; (v) instructions for promptly obtaining copies of the Stalking Horse Purchase Agreements; (vi) a description of the Sale as being free and clear of liens, claims, encumbrances, and interests (collectively, the "Interests")—except as expressly set forth in each respective Sale Order and each respective Stalking Horse Purchase Agreement—with all such Interests attaching with the same validity and priority to the Sale proceeds; and (vii) notice of the proposed assumption and assignment of Assumed Contracts to the Stalking Horse Bidders pursuant to the applicable Stalking Horse Purchase Agreements (or to another Successful Bidder(s)), and no other or further notice of the Bidding Procedures, the Auction, the Sale or other information contained in the Auction and Sale Notice shall be required.

M. The Notice of Potential Assumption and Assignment, substantially in the form attached hereto as **Exhibit 4**, is appropriate and reasonably calculated to provide counterparties to the Debtors' Assumed Contracts (as defined below) with timely and proper notice of the potential/intended assumption and assignment of their executory contracts or unexpired leases, any cure costs relating thereto, and the Assumption and Assignment Procedures, and no other or further notice is required.

N. The Customer Notice of Assumption and Assignment, substantially in the form attached hereto as **Exhibit 5** (the "Customer Notice of Assumption and Assignment"), is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Assumption and Assignment Procedures (to the extent applicable), and the Successful Bidder(s), and no other or further notice is required.

O. The Notice of Successful Bidder, substantially in the form attached hereto as **Exhibit 6** (the "Notice of Successful Bidder"), is reasonably calculated to provide interested parties with timely and proper notice of any proposed Sale with respect to the Assets, including,

without limitation, (i) the Successful Bidder(s) of the Assets, (ii) the Back-Up Bidders, if applicable, and (iii) the date, time and place of the Sale Hearing.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as provided herein.[4]

2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are overruled.

3. The record establishes that the Debtors' prior actions in connection with the marketing process as it relates to the Assets were appropriate and reasonably calculated to lead to the highest or otherwise best offer for the Sale.

I. STALKING HORSE BIDDERS, STALKING HORSE PURCHASE AGREEMENTS, AND BID PROTECTIONS

4. The Debtors are authorized to enter into each Stalking Horse Purchase Agreement, subject to higher or otherwise better offers received from Qualified Bidders at the Auction.

5. The Debtors are authorized, but not directed, to perform any obligations of the Debtors set forth in each Stalking Horse Purchase Agreement that are intended to be performed prior to the Sale Hearing or entry of the Sale Order.

6. The Debtors are hereby authorized and directed to pay, or cause to be paid, the Break-Up Fee and Expense Reimbursement to the Stalking Horse Bidders in accordance with the terms of the respective Stalking Horse Purchase Agreement and the Bidding Procedures, without further order of this Court. The dollar amounts of the Break-Up Fee and Expense Reimbursement set forth in each Stalking Horse Purchase Agreement are hereby approved. The Stalking Horse

[4] Notwithstanding anything to the contrary herein, the consummation of the Sale is subject to entry of the Sale Order.

Bidders shall be entitled to receive Bid Protections in accordance with the terms and conditions of the respective Stalking Horse Purchase Agreement. Any requirement that a Stalking Horse Bidder file a proof of claim for, or otherwise request allowance of, its Bid Protections is hereby waived. The applicable Debtor's obligation to pay the Bid Protections shall survive termination of the applicable Stalking Horse Purchase Agreement, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation.

7. The Debtors are authorized to pay or otherwise satisfy the Bid Protections, if and as earned pursuant to the terms and limitations of the applicable Stalking Horse Purchase Agreement. To the extent payable subject to such terms and limitations, the Prepetition Secured Lenders acknowledge and agree that the Bid Protections shall be paid from the proceeds of the applicable Alternative Transaction (as defined in the applicable Stalking Horse Purchase Agreement) with a party other than the applicable Stalking Horse Bidder, and without need of further order or application to the Bankruptcy Court.

8. The Stalking Horse Bidders are deemed to be Qualified Bidders for all purposes, and their respective Stalking Horse Purchase Agreement are deemed to be Qualified Bids.

II. THE BIDDING PROCEDURES

9. The Bidding Procedures are approved in their entirety. The Debtors are authorized to proceed with the Sale in accordance with the Bidding Procedures and are authorized to take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures, in accordance therewith, the Stalking Horse Purchase Agreements, and the timeline below. The failure to specifically include or reference a particular provision of any Stalking Horse Purchase Agreement or the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision.

10. The following dates and deadlines regarding the Sale are hereby established, subject to the right of Debtors to modify the following dates pursuant to this Bidding Procedures Order, the Bidding Procedures, and the Stalking Horse Purchase Agreements, and upon proper notice to parties in interest:

Event	Date
Sale Objection Deadline	May 5, 2025 at 4:00 p.m. (ET)
Bid Deadline	May 5, 2025 at 4:00 p.m. (ET)
Auction	May 9, 2025 at 10:00 a.m. (ET)
Notice of Successful Bidder(s) and Backup Bidder(s)	May 10, 2025
Post-Auction Objection Deadline	May 13, 2025 at 4:00 p.m. (ET)
Sale Hearing	May 19, 2025 at 1:00 p.m. (ET)

11. The process and requirements associated with submitting a Qualified Bid and selecting a Successful Bid are approved as fair, reasonable, appropriate, and designed to maximize recoveries for the benefit of the Debtors' estates, creditors, and other parties in interest.

12. The Bidding Procedures shall govern the submission, receipt, and analysis of all bids, and any party desiring to submit a higher or otherwise better offer must do so strictly in accordance with the terms of the Bidding Procedures and this Bidding Procedures Order.

13. Each bidder participating at an Auction (if any) must be a Qualified Bidder and shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale, as set forth in the Bidding Procedures and an Auction (if any) shall be transcribed or recorded.

14. As further described in the Bidding Procedures, the Bid Deadline shall be 4:00 p.m. (prevailing Eastern Time) on May 5, 2025. Any disputes or objections to the selection of Qualified Bids, Successful Bids, or Backup Bids shall be resolved by this Court at the Sale Hearing as set forth herein.

15. Each Stalking Horse Bidder is deemed a Qualified Bidder, and the bid of each Stalking Horse Bidder, as set forth in the respective Stalking Horse Purchase Agreement, is deemed a Qualified Bid for all purposes in connection with the bidding process, the Auction, and the Sale.

16. The Debtors are authorized to conduct the Auction if they receive one or more Qualified Bids in addition to the Stalking Horse Purchase Agreements in accordance with the Bidding Procedures. The Auction, to the extent that an Auction is necessary under the Bidding Procedures, shall take place at 10:00 a.m. (prevailing Eastern Time) on May 9, 2025 at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, or such other place as determined by the Debtors, and continue thereafter until completed; provided, further, that the Consultation Parties may attend the Auction via Zoom or other similar teleconference services.

17. If no Qualifying Bid is received for Assets other than the Stalking Horse Purchase Agreements, no Auction shall be necessary and the Debtors shall cancel the Auction, provided, that the Debtors shall file a notice of cancellation of the Auction. For the avoidance of doubt, if a Qualified Bid is received for Assets subject to a Stalking Horse Purchase Agreement and not for another Stalking Horse Purchase Agreement, then the Auction may proceed for Assets that are subject to two or more competing Qualified Bids.

18. Further, in the event of a competing Qualified Bid, the Stalking Horse Bidders will be entitled, but not obligated, to submit overbids at any time prior to or at the Auction.

III. NOTICE PROCEDURES FOR SALE AND AUCTION

19. The Auction and Sale Notice and Notice of Successful Bidder are approved.

20. Within two (2) business days after the entry of this Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtors shall serve the Auction and Sale Notice by first-class mail or, for those parties who have consented to receive notice by the Electronic Case Files ("ECF") system, by ECF upon the Notice Parties; provided, further, that the Debtors are authorized to serve the Auction and Sale Notice on such Notice Parties by e-mail if the Debtors do not otherwise have the Notices Parties' addresses in their books and records. In addition, the Debtors will also publish the Auction and Sale Notice on the Case Website.

21. As soon as reasonably practicable after the conclusion or cancellation of the Auction, as applicable, the Debtors shall file on the docket, but not serve, the Notice of Successful Bidder.

IV. OBJECTION DEADLINES FOR SALE AND AUCTION

22. The deadline to object to entry of an order (or orders) by the Court approving the Sale (a "Sale Objection"), including, without limitation, a sale to, and objections concerning adequate assurance of future performance by, any Stalking Horse Bidder, is May 5, 2025 at 4:00 p.m. (prevailing Eastern Time) (the "Sale Objection Deadline").

23. All Sale Objections must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline by the below-listed notice parties (collectively, the "Objection Notice Parties"):

a. proposed counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);

b. the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams, Esq. (Jonathan.S.Adams@usdoj.gov);

c. counsel for the Debtors' prepetition and postpetition agent and lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com);

d. proposed counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler, Esq. (Bsandler@pszjlaw.com), Paul J. Labov, Esq. (Plabov@pszjlaw.com), and Cia Mackle, Esq. (Cmackle@pszjlaw.com);

e. counsel to the Doug's/Dream Team/Hansen Stalking Horse Bidder, Buchanan Ingersoll & Rooney PC, 401 E Jackson St., Suite 2400, Tampa, Florida 33602, Attn: David T. Cellitti (David.Cellitti@bipc.com);

f. counsel to the ECM Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Duston (jdutson@kslaw.com), William Jordan (wjordan@kslaw.com), Christopher K. Coleman (christopher.coleman@kslaw.com) and Kristen Landers (klanders@kslaw.com);

g. counsel to the Dallas Plumbing Stalking Horse Bidder, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Jeffrey Pawlitz (jpawlitz@willkie.com) and Betsy L. Feldman (bfeldman@willkie.com) and (ii) Eversheds Sutherland (US) LLP, 999 Peachtree St., N.E., Suite 2300, Atlanta, Georgia 30309, Attn: David Wender (davidwender@eversheds-sutherland.com);

h. counsel to the CM/Air Force Stalking Horse Bidder, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, Florida 33131, Attn: Martin G. Burkett (martin.burkett@akerman.com), John H. Thompson (john.thompson@akerman.com), Michael B. Fernandez (mike.fernandez@akerman.com), and Carlos M. de la Cruz III (carlos.delacruz@akerman.com);

i. counsel to the One Source Stalking Horse Bidder, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023, Attn: Elijah J. Hammans (ehammans@taftlaw.com) and W. Timothy Miller (miller@taftlaw.com);

j. counsel to the Air Pros Legacy Stalking Horse Bidder, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Guso (jguso@bergersingerman.com) and Michel Debolt (mdebolt@bergersingerman.com); and

k. all parties that have requested notice in these Chapter 11 Cases.

24. **Any party or entity who fails to timely make a Sale Objection in accordance with the foregoing requirements on or before the Sale Objection Deadline shall be forever barred from asserting any objection to the Sale, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code or otherwise**.

25. The deadline by which all objections to (i) the manner of and conduct at the Auction (if applicable), and/or (ii) the identity/adequate assurance information of the Successful Bidder (other than the Stalking Horse Bidders) (an "Auction Objection") is May 13, 2025 at 4:00 p.m. (prevailing Eastern Time) (the "Post-Auction Objection Deadline"). All Auction Objections must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court and served so as to be **actually received** no later than the Post-Auction Objection Deadline by the Objection Notice Parties and (d) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court.

26. **Any party or entity who fails to timely make an Auction Objection in accordance with the foregoing requirements on or before the Post-Auction Objection Deadline shall be forever barred from asserting any such objection to the Sale, including an Auction Objection**.

V. ASSUMPTION AND ASSIGNMENT PROCEDURES

27. The Assumption and Assignment Procedures, which are set forth below, regarding the assumption and assignment of the executory contracts and unexpired leases proposed to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the

Stalking Horse Bidders (or the Successful Bidder(s), following the Auction, if any) pursuant to section 365(f) of the Bankruptcy Code and in accordance with the applicable Stalking Horse Purchase Agreements (or other Final Purchase Agreement), are hereby approved to the extent set forth herein.

a. Assumed Contracts List.

i. As soon as practicable following entry of this Bidding Procedures Order, the Debtors shall file with the Court, the Notice of Potential Assumption and Assignment and, included therewith, a list (the "Assumed Contracts List") that specifies:

(1) each of the Debtors' executory contracts and unexpired leases that may be assumed and assigned in connection with the Sale (the "Assumed Contracts"), including the name of each non-Debtor counterparty to such Assumed Contract (the "Assumed Contract Counterparty"); and

(2) the proposed amount necessary to cure all defaults, if any, under the Assumed Contract (the "Cure Costs").

ii. Within two (2) business days after the entry of this Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtors shall serve, via first class mail, the Notice of Potential Assumption and Assignment and the Assumed Contracts List on all Assumed Contract Counterparties and on the parties that requested notice pursuant to Bankruptcy Rule 2002; provided, the Debtors shall serve the Customer Notice of Assumption and Assignment to customers as provided herein. Service as set forth herein shall be deemed proper, due, timely, good, and sufficient notice and no other or further notice is necessary.

b. Assumed Contract Objection.

i. An Assumed Contract Counterparty listed on the Assumed Contracts List attached to the Notice of Potential Assumption and Assignment may file an objection (an "Assumed Contract Objection") to the proposed assumption and assignment of the applicable Assumed Contract; the proposed Cure Costs, if any; and/or adequate assurance of future performance by the Stalking Horse Bidder.

ii. All Assumed Contract Objections must (a) state, with specificity, the legal and factual basis for the objection and, if applicable, what Cure Costs are required, (b) include appropriate documentation in support thereof, and (c) be filed with the Court and served so as to be **actually received** by the Objection Notice Parties no later than May 5, 2025 at 4:00 p.m. (prevailing Eastern Time).

iii. If an Assumed Contract Counterparty timely files and serves an Assumed Contract Objection (or files an Auction Objection regarding the adequate assurance information of a Successful Bidder other than Stalking Horse Bidder by the Post-Auction Objection Deadline), in each case in a manner that is consistent with the requirements set forth above, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, such objection will be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

iv. A timely and properly filed Assumed Contract Objection or Auction Objection (if applicable) will reserve such objecting Assumed Contract Counterparty's rights against the Debtors only with respect to (a) the assumption or assumption and assignment of the Assumed Contract at issue, to the extent objected to, (b) the Cure Costs, to the extent objected to, and/or (c) adequate assurance of future performance by the Stalking Horse Bidder (if filed by the Sale Objection Deadline) or other Successful Bidder (if filed by the Post-Auction Objection Deadline), to the extent objected to, but will not constitute an objection to the remaining relief requested in the Motion, including, without limitation, the Sale and the Auction.

c. Supplemental Assumed Contracts; Supplemental Assumed Contract Objection Deadline.

i. If, (a) prior to the closing date of the Sale, the Debtors (x) discover Assumed Contracts inadvertently omitted from the Assumed Contracts List or (y) elect to modify the previously stated Cure Costs associated with an Assumed Contract, the Debtors will promptly serve a supplemental notice of potential assumption and assignment by electronic transmission, hand delivery, or overnight mail on the Assumed Contract Counterparty to each impacted Assumed Contract, and its attorney, if known, at the last known address available to the Debtors (each, a "Supplemental Assumed Contract Counterparty"), substantially in the form of the Notice of Potential Assumption and Assignment (a "Supplemental Notice of Potential Assumption and Assignment").

ii. Each Supplemental Notice of Potential Assumption and Assignment will include the same information with respect to listed Assumed Contracts as was included in the Notice of Potential Assumption and Assignment and/or the modified Cure Costs.

iii. Any Supplemental Assumed Contract Counterparty may file an objection (a "Supplemental Assumed Contract Objection") to, as applicable, the proposed assumption and assignment of such Assumed Contract, the proposed Cure Costs (if any), and/or adequate assurance of future performance by the applicable Stalking Horse Bidder or other Successful Bidder; or the modified Cure Costs.

iv. All Supplemental Assumed Contract Objections must: (a) state, with specificity, the legal and factual basis for the objection and, if applicable, what

Cure Costs are required; (b) include appropriate documentation in support of the objection; and (c) be filed and served so as to be **actually received** by the Objection Notice Parties no later than ten (10) days from the date of service of such Supplemental Notice of Potential Assumption and Assignment, which date will be set forth in the Supplemental Notice of Potential Assumption and Assignment.

v. If a Supplemental Assumed Contract Counterparty files a Supplemental Assumed Contract Objection in a manner that is consistent with the requirements set forth above, and the parties are unable to consensually resolve the dispute, the Debtors will seek an expedited hearing before the Court, and such dispute will be resolved at such expedited hearing or, in the Debtors' discretion, adjourned to a later hearing. If there is no such objection, then such Assumed Contract shall be deemed assumed and assigned pursuant to the Sale Order, without further order of the Court.

d. Failure to Timely File Objection. If an Assumed Contract Counterparty does not timely file and serve an Assumed Contract Objection or an Auction Objection (if applicable), or if a Supplemental Assumed Contract Counterparty does not timely file and serve a Supplemental Assumed Contract Objection, in each case in a manner that is consistent with the requirements set forth above, and absent a subsequent order of the Court in connection with such objection, (a) the Cure Costs, if any, set forth on the Assumed Contract List attached to the Notice of Potential Assumption and Assignment (or Supplemental Notice of Potential Assumption and Assignment) shall be controlling, notwithstanding anything to the contrary in any Assumed Contract or any other document, and (b) the Assumed Contract Counterparty or Supplemental Assumed Contract Counterparty, as applicable, will be deemed to have consented to the assumption and assignment of the Assumed Contract, that adequate assurance of future performance has been provided, and to the Cure Costs, if any, and will be forever barred, estopped, and enjoined from asserting any other claims related to such Assumed Contract against the Debtors or the Successful Bidder(s), or the property of any of them.

28. The inclusion of an Assumed Contract on the Assumed Contract List attached to the Notice of Potential Assumption and Assignment (or Supplemental Notice of Potential Assumption and Assignment), or any supplement thereto, will not: (a) obligate the Debtors to assume and assign or the Successful Bidder(s) (including any Stalking Horse Bidder) to agree to have assigned to it any Assumed Contract listed thereon or the Successful Bidder(s) to take assignment of such Assumed Contract; or (b) constitute any admission or agreement of the Debtors, the Stalking Horse Bidders, or any other potential Successful Bidder that such Assumed Contract is an executory contract or unexpired lease. Only those Assumed Contracts that are

included on a schedule of assumed and acquired contracts attached to the final asset purchase agreement with the Successful Bidder(s) (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the Successful Bidder(s).

VI. CUSTOMER NOTICE

29. In accordance with the Court's order, dated March 19, 2025 [D.I. 41], the Debtors may serve the Customer Notice of Assumption and Assignment on their customers by email (where available), which notice shall be deemed proper, due, timely, good, and sufficient notice and no other or further notice is necessary. The procedures set forth in the Customer Notice of Assumption and Assignment for objecting to the Sale, the potential assumption and assignment of executory contracts with customers, and/or adequate assurance of future performance are hereby approved.

VII. SALE HEARING

30. **A Sale Hearing to (a) approve the sale of certain of the assets to the Successful Bidder(s) free and clear of all Interests and (b) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on May 19, 2025 at 1:00 p.m. (prevailing Eastern Time) at the United States Bankruptcy Court for the Northern District Georgia, Courtroom 1202 in the Richard B. Russell Federal Building & United States Courthouse, 75 Ted Turner Drive, S.W., Atlanta, Georgia 30303,[5] and may be adjourned or rescheduled without notice other than an announcement on the record at Court or by a notice to be filed and served on parties requesting notice pursuant to Bankruptcy Rule 2002 by email or first class mail.**

[5] Parties may attend the Sale Hearing in **Courtroom 1202 in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303** or virtually via **Judge Baisier's Virtual Hearing Room**. The link for the Virtual Hearing Room can be found on Judge Baisier's webpage at https://www.ganb.uscourts.gov/content/honorable-paul-m-baisier and is best used on a desktop or laptop computer but may be used on a phone or tablet. Participants' devices must have a camera and audio. You may

31. The proposed form of Sale Order(s) with each Stalking Horse Bidder will be filed with the Court at least seven (7) days before the Sale Hearing, and the proposed form of Sale Order(s) with the Successful Bidder shall be filed no later than four (4) calendar days prior to the Sale Hearing.

32. At the Sale Hearing, the Debtors will seek Court approval of the Successful Bid and the Backup Bid. The Sale Hearing shall be an evidentiary hearing on matters relating to the Sale and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder(s) cannot or refuses to consummate the Sale, the Debtors may, in accordance with the Bidding Procedures, designate the Backup Bid to be the new Successful Bid and the Backup Bidder to be the new Successful Bidder(s), and the Debtors shall be authorized to consummate the transaction with the Backup Bidder without further order of the Bankruptcy Court.

VIII. CONSUMER PRIVACY OMBUDSMAN

33. The U.S. Trustee is hereby directed to appoint a consumer privacy ombudsman (a "CPO") in these Chapter 11 Cases in accordance with section 332(a) of the Bankruptcy Code, solely for the sale of the ECM and One Source business units.

34. With respect to the sale of the ECM and One Source assets, the CPO shall perform the functions set forth in section 332(b) of the Bankruptcy Code.

35. At all times, the CPO shall comply with section 332(c) of the Bankruptcy Code.

36. The CPO shall be compensated pursuant to section 330 of the Bankruptcy Code upon approval by the Court of a request for compensation.

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also join the Virtual Hearing Room through the "Dial-In and Virtual Bankruptcy Hearing Information" link at the top of the homepage of the Court's website, www.ganb.uscourts.gov. Please review "Instructions for Appearing by Telephone and Video Conference" located under the "Hearing Information" tab on the judge's webpage prior to the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position unless you are speaking or until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge's webpage.

IX. MISCELLANEOUS

37. The DIP Agent (or its assignee, which may be an acquisition vehicle) (at the direction of the Required DIP Lenders) shall have the right to credit bid up to the full amount of the outstanding DIP Obligations including any accrued interest and expenses, in any sale of DIP Collateral, and the Prepetition Agent (or its assignee, which may be an acquisition vehicle) (at the direction of the Required Prepetition Lenders) shall have the unqualified right to credit bid up to the full amount of any remaining Prepetition Obligations in any sale of Prepetition Collateral, subject, in each case, to the satisfaction of the DIP Obligations, or as otherwise consented to by the Required DIP Lenders. For the avoidance of doubt, no credit bid of DIP Obligations shall be subject to challenge for "cause" or otherwise. Capitalized terms used in this Paragraph shall have the meanings ascribed to them in the Interim DIP Order [D.I. 32].

38. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Bidding Procedures Order in accordance with the Motion.

39. This Bidding Procedures Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon entry hereof and enforceable immediately upon its entry.

40. To the extent any of the deadlines set forth in this Bidding Procedures Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Bidding Procedures Order shall govern.

41. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014, or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable upon its entry.

42. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited

to, any matter, claim, or dispute arising from or relating to the Bidding Procedures, the Stalking Horse Purchase Agreements, and the implementation of this Bidding Procedures Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

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Proposed Counsel for the Debtors and Debtors in Possession

Exhibit 1

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

In re: AFH AIR PROS, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-10356 (PMB) (Jointly Administered)

BIDDING PROCEDURES

On April [14], 2025 the United States Bankruptcy Court for the Northern District of Georgia (the "Court") entered the *Order (A) Establishing Bidding Procedures Relating to the Sale of the Debtors' Assets, (B) Approving the Debtors' Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* [D.I. [●]] (the "Bidding Procedures Order").[2]

These Bidding Procedures set forth the process by which the Debtors are authorized to conduct a sale for one or more sales or dispositions (collectively, the "Sale") of the Assets (as defined below) or subgroups thereof, culminating in an auction (the "Auction") if competing Qualified Bids (as defined below) are received as further described herein.

Pursuant to the Bidding Procedures Order, the Court authorized the Debtors' entry into asset purchase agreements (each, a "Stalking Horse Purchase Agreement" and, collectively, the "Stalking Horse Purchase Agreements") with parties (each, including any permitted successors, assigns, and designees, a "Stalking Horse Bidder" and, collectively, the "Stalking Horse Bidders")[3] for distinct subgroups of the Debtors' Assets. Further, each Stalking Horse Bidder has committed to (a) purchase, acquire, and take assignment and delivery of, free and clear of all liens, claims, encumbrances, and other interests (except as otherwise provided in the respective Stalking Horse Purchase Agreement), certain assets associated with the Debtors' operations as set forth in the respective Stalking Horse Purchase Agreement, and (b) assume

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[1] The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at https://www.veritaglobal.net/airpros. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order.

[3] Copies of the Stalking Horse Purchase Agreements are annexed to the Bidding Procedures Order as **Exhibit 2**.

certain liabilities associated with the Debtors' operations as set forth in the respective Stalking Horse Purchase Agreement.

The Sale is contemplated to be implemented pursuant to the terms and conditions of either (a) the applicable Stalking Horse Purchase Agreement for the Assets described in each such agreement (as the same may be amended pursuant to the terms thereof), or (b) such other applicable asset purchase agreement upon the receipt of a Successful Bid (as defined herein) that the Debtors have determined in their business judgment, after consultation with the Consultation Parties (as defined below), is the highest or otherwise best bid in accordance with these Bidding Procedures.

Copies of the Motion, the Bidding Procedures Order, the Stalking Horse Purchase Agreements, and any other documents in the Debtors' Chapter 11 Cases can be obtained free of charge (i) on the case website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at https://www.veritaglobal.net/airpros, or (ii) upon written request to proposed counsel to the Debtors undersigned below.

The Debtors provide these Bidding Procedures for use by Potential Bidders (as defined below) and Qualified Bidders (as defined below) in submitting bids proposing a transaction to purchase or otherwise acquire all or certain of the Assets, and, as necessary, qualifying for and participating in the Auction. Potential Bidders should review the Stalking Horse Purchase Agreements to determine the Assets subject to each such agreement.

1. Important Dates

- Bid Deadline: May 5, 2025 at 4:00 p.m. (prevailing Eastern Time).
- Sale Objection Deadline: May 5, 2025 at 4:00 p.m. (prevailing Eastern Time).
- Selection of Qualified Bidder(s): May 8, 2025 at 12:00 p.m. (prevailing Eastern Time).
- Auction: The Auction shall commence at 10:00 a.m. (prevailing Eastern Time) on May 9, 2025 at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, or such other place as determined by the Debtors, in consultation with the Consultation Parties, and continue thereafter until completed; provided, that the Consultation Parties may attend the Auction via Zoom or other similar teleconference services.
- Selection of Successful Bidder(s) and Backup Bidder(s) (each as defined below): at the conclusion of the Auction and by no later than May 10, 2025.
- Sale Hearing: Court hearing to seek authorization to sell the Assets to such Successful Bidder(s): May 19, 2025 at 1:00 p.m. (prevailing Eastern Time).
- Closing Date: As soon as practicable after entry of the Sale Order, but no later than June 16, 2025.

2. Assets to be Sold

The Debtors seek to sell any and all of their Assets. The Assets may be sold as a whole or in discrete lots as determined by the Debtors in consultation with the Consultation Parties. Potential Bidders are invited to bid on any or all of the Assets.

3. Qualified Bidders and Access to Data Room

Any person or entity wishing to bid on the Assets (each a "Potential Bidder") must execute and deliver (unless previously delivered) to the Debtors a confidentiality and non-disclosure agreement (a "Confidentiality Agreement") in form and substance acceptable to the Debtors.

Notwithstanding anything to the contrary in the Bidding Procedures, all substantive direct communications, including any diligence requests, with Potential Bidders and Qualified Bidders (as defined below) shall be through Jefferies via email at: Project_Sunshine.DD@jefferies.com.

The Debtors, in their discretion, will afford a Potential Bidder who executes and delivers a Confidentiality Agreement due diligence access or such additional information as may be reasonably requested by the Potential Bidder that the Debtors, in their business judgment, determines to be reasonable and appropriate, including, without limitation, access to the Debtors' confidential electronic data room, reasonable access, during normal business hours, to the Debtors' advisors and management, and access to all relevant information regarding the Assets reasonably necessary to enable a Potential Bidder to evaluate the proposed Sale; provided that any such Potential Bidder has provided evidence of its financial wherewithal and ability to consummate the Sale.

Jefferies shall provide updates to counsel and/or the financial advisor to the Official Committee of Creditors Committee (the "Committee") upon the request of the Committee on a professional eyes' only basis regarding the status of interested parties that have executed Confidentiality Agreements.

The Debtors shall not be obligated to furnish any due diligence information after the conclusion of the Auction other than to the Successful Bidder(s) (as defined below) or any Backup Bidder(s) (as defined below).

Neither the Debtors nor their counsel and advisors are responsible for, or will bear liability with respect to, any information obtained by Potential Bidders in connection with due diligence. Notwithstanding anything contained herein to the contrary, to the extent the Debtors reasonably believe that providing access to Potential Bidders to certain sensitive commercial information is not advisable, the Debtors, in their business judgment and in consultation with the Consultation Parties, will decide what, if any, diligence information to make available to a particular Potential Bidder, and neither the Debtors nor their representatives will be obligated to furnish any information of any kind whatsoever to any party.

A "Qualified Bidder" is any Potential Bidder that (i) delivers a Confidentiality Agreement to the Debtors, (ii) demonstrates to the Debtors, in consultation with the Consultation Parties, a reasonable certainty of the ability to close the Sale in a timely manner (including the financial capability to close the Sale and the ability to obtain the necessary governmental, licensing,

regulatory, or other approvals necessary for such Sale, if any), and (iii) submits a Written Offer (as defined below) that is deemed a Qualified Bid (as defined below); provided, however, that the Debtors may waive one or more requirements for a Qualified Bidder and retains discretion, in consultation with the Consultation Parties, in determining whether a Potential Bidder submits a Qualified Bid and becomes a Qualified Bidder. If the Prepetition Lenders (as defined in the First Day Declaration), including on account of their claims under the DIP Facility (as defined in the First Day Declaration) submit a Written Offer (which shall automatically be deemed a Qualified Bid), then the Prepetition Lenders shall be considered a Qualified Bidder without further qualifications and shall no longer be considered a Consultation Party.

As promptly as practicable after a Potential Bidder delivers a Confidentiality Agreement and submits a Written Offer, and in any event not later than 12:00 p.m. (prevailing Eastern Time) one (1) day preceding the Auction, the Debtors, in consultation with the Consultation Parties, shall determine, and the Debtors shall notify the Potential Bidder in writing, whether the Potential Bidder is a Qualified Bidder.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder, as applicable, to consummate the proposed Sale.

For the avoidance of doubt, the Stalking Horse Bidders and the Stalking Horse Purchaser Agreements shall be deemed Qualified Bidders and Qualified Bids, respectively.

4. Requirements for a Qualified Bid

In order to become a Qualified Bidder and participate in the Auction, if any, a Potential Bidder must deliver to the Debtors, with a copy to counsel to the Debtors and Jefferies, a written offer (each, a "Written Offer") that needs to qualify as a Qualified Bid. To be deemed a "Qualified Bid", a Written Offer must meet each of the requirements listed below:

(i) Delivery: Be delivered no later than **4:00 p.m. (prevailing Eastern Time) on May 5, 2025** (the "Bid Deadline").

(ii) Executed Agreement: Be accompanied by an executed and binding asset purchase agreement (together with the exhibits and schedules thereto) (the "Purchase Agreement"), which Purchase Agreement must be marked to show any proposed amendments and modifications: (a) if the Purchase Agreement provides for the purchase of any Assets that are subject to a single Stalking Horse Purchase Agreement, then marked against the applicable Stalking Horse Purchase Agreement and (b) if the Purchase Agreement does not include Assets subject to a single Stalking Horse Purchase Agreement, then marked against the form purchase agreement the Debtors will provide upon request.

(iii) Purchase Price; Minimum Bid. Each Written Offer must clearly set forth the purchase price to be paid (the "Purchase Price"). In addition, if the Potential Bidder seeks to acquire any Asset subject to one or more Stalking Horse Purchase Agreements, then the Purchase Price shall not be less than

the sum of (A) the cash purchase price set forth in the applicable Stalking Horse Purchase Agreement(s) plus (B) the Bid Protection(s) for each such Stalking Horse Bidder plus (C) one percent (1%) of the purchase price set forth in each Stalking Horse Purchase Agreement(s), in the aggregate.[4]

(iv) Assets: Clearly identify and list the Assets and liabilities that the Potential Bidder seeks to acquire, whether individually or in combination. Written Offers for a portion of the Assets will be evaluated by the Debtors in consultation with the Consultation Parties.

(v) Designation of Assumed Contracts and Adequate Assurance of Future Performance: Contain a list of any and all Assumed Contracts that are to be assumed and assigned in connection with a Sale to the extent such list is not included in the Purchase Agreement.

The Potential Bidder must also include documentation sufficient to provide adequate assurance of future performance for the benefit of the non-Debtor parties to the Assumed Contracts on the list, including, without limitation, (a) the specific name of the entity to whom the Assumed Contract will be assigned; (b) if available, audited financial statements and annual reports of the Purchaser and any other assignee for the past three (3) years, including all supplements or amendments thereto; (c) cash flow projections for the proposed assignee, the proposed assignee's most recent business plan, all cash flow projections for the Assumed Contract(s) subject to the assignment request, and any financial projections, calculations and/or pro formas prepared in contemplation of purchasing the assets, including the leases; (d) all documents and other evidence of the proposed assignee's experience in the Debtors' industry; and (e) a contact person for the proposed assignee whom non-Debtor parties may contact directly in connection with adequate assurance of future performance.

Should the Potential Bidder be a newly formed entity (a "Newco"), written evidence of adequate assurance of future performance should also include when such Newco was formed, how it will be financed together with evidence of firm financial commitments and identify what credit enhancements will be available to guarantee the obligations under the Assumed Contracts.

Non-Debtor parties to the Assumed Contracts will have until the Post-Auction Objection Deadline to object on adequate assurance grounds (other

[4] For the avoidance of doubt, if a Written Offer seeks to acquire Assets that are subject to one or more Stalking Horse Purchase Agreements, then the Bid Protection for ***each*** Stalking Horse Bidder and the one percent (1%) minimum overbid shall be calculated on the purchase price set forth in each Stalking Horse Purchase Agreement(s).

than with respect to the Stalking Horse Bidders, which objection on adequate assurance grounds shall be due on the Sale Objection Deadline).

(vi) As-Is, Where-Is: Each Written Offer must include a written acknowledgement and representation that the Potential Bidder: (a) has had an opportunity to conduct any and all due diligence regarding the Assets prior to submitting the Bid; (b) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Assets in making its Bid; and (c) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Purchase Agreement.

(vii) Identification of Parties to Participate: To the Debtors' satisfaction, in consultation with the Consultation Parties, (a) fully disclose the identity of each entity or person that will be bidding for the Assets or otherwise participating in connection with such bid, (b) the terms of any such participation, and if an entity has been formed for the purpose of acquiring some, or all, of the Assets, the parties that will bear liability for any breach by such entity, and (c) the ability of such parties to obtain government, licensing or regulatory approval in connection with the consummation of any Sale.

(viii) Contingencies: Not contain any conditions on (a) obtaining financing, (b) shareholder, board of directors, or other internal approval, or (c) the outcome or completion of a due diligence review by the Potential Bidder.

(ix) Binding and Irrevocable: State that it is binding and irrevocable until (a) the closing of the Sale, if such Potential Bidder is deemed a Qualified Bidder, and such Qualified Bidder is designated as a Successful Bidder (as defined below), or (b) if such Potential Bidder is deemed a Qualified Bidder, and such Qualified Bidder is designated as a Backup Bidder (as defined below), until the earlier of (i) two (2) business days after the closing of the transaction(s) by which all of the Assets that were subject to such Backup Bid (as defined below) have been transferred to one or more Qualified Bidders pursuant to these Bidding Procedures and (ii) forty-five (45) days after the date of the Auction (the "Backup Bid Expiration Date").

(x) Proof of Financial Ability to Perform: Contain evidence of financing, access to funds or such other financial and other information that will reasonably allow the Debtors, in consultation with the Consultation Parties, to make a determination as to such Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by the Purchase Agreement, which evidence is satisfactory to the Debtors, including, without limitation, such financial and other information setting forth adequate assurance under section 365 of the Bankruptcy Code.

(xi) Authorization to Consummate Sale: Provide evidence of authorization and approval from the Potential Bidder's board of directors (or comparable governing body), if any, with respect to the submission, execution, delivery and closing of the Purchase Agreement to the Debtors' satisfaction in consultation with the Consultation Parties.

(xii) No Break-Up Fee or Expense Reimbursement: Except with respect to the Stalking Horse Purchase Agreements, no Written Offer shall request or entitle the Potential Bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment. For the avoidance of doubt, no Potential Bidder will be permitted to request, nor be granted by the Debtors, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting its Written Offer is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including, but not limited to, under section 503(b) of the Bankruptcy Code.

(xiii) Good Faith Deposit: Provide a good faith deposit (the "Good Faith Deposit") submitted via federal wire transfer in immediately available funds in accordance with the wire instructions to be provided by the Debtors, or such other form as is acceptable to the Debtors, in an amount equal to ten percent (10%) of the cash Purchase Price set forth in the Written Offer or such amount as may be determined by the Debtors in their sole discretion. To the extent a Qualified Bid is modified before, during, or after the Auction in any manner that increases the cash Purchase Price contemplated by such Qualified Bid, the Debtors reserve the right to require that such Qualified Bidder increase its Good Faith Deposit so that it equals ten percent (10%) of the new proposed Purchase Price.

(xiv) Closing Date: Provide for a closing date on or before June 16, 2025 (the "Closing Date").

(xv) Provision of Additional Information: Include a written acknowledgement by such Potential Bidder that it agrees to provide such other information as may be reasonably requested in writing by the Debtor prior to the Auction.

(xvi) Compliance with Bankruptcy Code and Non-Bankruptcy Law. Each Written Offer must comply in all respects with the Bankruptcy Code and any applicable non-bankruptcy law.

(xvii) Adherence to Bidding Procedures. By submitting a Written Offer, each Potential Bidder is agreeing to abide by and honor the terms of the Bidding Procedures and the Bidding Procedures Order and agrees not to submit a bid or seek to reopen the Auction after conclusion of the Auction.

(xviii) Consent to Jurisdiction. Each Potential Bidder must submit to the jurisdiction of the Court and waive any right to a jury trial in connection

with any disputes relating to Debtors' qualification of bids, the Auction, the construction and enforcement of the Bidding Procedures, the Sale documents, and the closing of the Sale, as applicable.

Promptly upon receipt of a Written Offer, the Debtors and/or Debtors' professionals shall provide such Written Offer to the Consultation Parties, provided, further, that any Written Offer delivered to the Committee shall be provided only to the Committee's professionals on a professional eyes' only basis.

Between the Bid Deadline and the Auction, the Debtors, in consultation with the Consultation Parties, may (i) negotiate or seek clarification of any Written Offer from a Qualified Bidder, (ii) request information from the Qualified Bidder, (iii) engage in discussions with the Qualified Bidder, or (iv) take such other actions contemplated under the Bidding Procedures. Without the consent of the Debtors, in consultation with the Consultation Parties, a Qualified Bidder may not amend, modify, or withdraw its Written Offer. The form of Purchase Agreement will be evaluated by the Debtors, in consultation with the Consultation Parties, and must be acceptable to the Debtors, in their business judgment and discretion.

Any Good Faith Deposit accompanying a Written Offer that the Debtors determine not to be a Qualified Bid after consultation with the Consultation Parties, shall be returned promptly following such determination.

Notwithstanding anything to the contrary herein, any Written Offer submitted by the Prepetition Lenders (or their respective designee) shall automatically be deemed a Qualified Bid (including, for the avoidance of doubt, the Deposit, which shall not be applicable to any credit bid by the Prepetition Lenders (including on account of their claims under the DIP Facility).

5. Bid Deadline

All Written Offers must be received by each of the following parties prior to the Bid Deadline: (i) the Debtors, c/o Andrew D.J. Hede, Chief Restructuring Officer (ahede@accordion.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, Attn: David B. Kurzweil (KurzweilD@gtlaw.com), Matthew A. Petrie (PetrieM@gtlaw.com), and Leo Muchnik (MuchnikL@gtlaw.com); and (iii) proposed investment banker to the Debtors, Jefferies, LLC, Attn: John (Saulitis) Perry (jsaulitis@jefferies.com), Whitney Horne (whorne@jefferies.com), Jeffrey Finger (jfinger@jefferies.com), and Project_Sunshine.DD@jefferies.com.

6. Determination of Qualified Bidders; Baseline Bid

The Debtors, in consultation with the Consultation Parties, shall, by no later than 12:00 p.m. (prevailing Eastern Time) one (1) day prior to the Auction, (i) determine, in their business judgment and discretion, whether a Potential Bidder is a Qualified Bidder, (ii) notify each such Potential Bidder that its Written Offer is a Qualified Bid and that such Potential Bidder is a Qualified Bidder, and (iii) notify each Qualified Bidder of the highest or otherwise best Qualified Bid(s), as determined in the Debtors' reasonable business judgment (the "Baseline Bid(s)"), in

timely consultation with the Consultation Parties, and provide copies of the applicable Qualified Bid documents supporting the Baseline Bid(s) to each Qualified Bidder (including the Stalking Horse Bidders). The Debtors may also waive or modify any of the above requirements in the exercise of their reasonable business judgment after consultation with the Consultation Parties.

7. Right to Credit Bid

Any Qualified Bidder that has a valid and perfected lien on any assets of the Debtors' estates (a "Secured Creditor"), and the right under applicable non-bankruptcy law to credit bid claims secured by such lien shall have the right to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of, and subject to, section 363(k) of the Bankruptcy Code; provided that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured; provided, further, that a credit bid shall not constitute a Qualified Bid if the bid does not include a cash component sufficient to pay in full all claims for which there are valid, perfected, and unavoidable liens on any assets included in such bid that are senior in priority to those of the Secured Creditor seeking to credit bid.

For the avoidance of doubt, if a Secured Creditor – including the Prepetition Lenders (including on account of their claims under the DIP Facility) – submit a Written Offer, such bid must include Cash in an amount sufficient to pay the break-up fee and expense reimbursement to the applicable Stalking Horse Bidder(s), which Cash shall be used to pay such break-up fee and expense reimbursement to the applicable Stalking Horse Bidder(s) subject to the terms provided in the applicable Stalking Horse Purchase Agreement, and to the extent not otherwise due and payable under the applicable Stalking Horse Purchase Agreement, then to the estates.

8. Joint Bids

The Debtors, in consultation with the Consultation Parties, will be authorized to approve joint bids in their reasonable discretion on a case-by-case basis.

9. No Break-Up Fee or Bid Protections

Other than in connection with the Stalking Horse Purchase Agreements, no Purchase Agreement may include any breakup fee or expense reimbursement or other similar bid protections.

10. "As Is, Where Is"

The Sale of the Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtors or their estates except to the extent set forth in the Final Purchase Agreement (as defined below) as approved by the Court. Except as otherwise provided in the Final Purchase Agreement, all of the Debtors' right, title, and interest in and to the Assets subject thereto shall be sold free and clear of all liens, claims, interests, and encumbrances (collectively, the "Interests") in accordance with sections 363 and 365 of the Bankruptcy Code, with such Interests to attach to the net proceeds of the Sale of the Assets.

Each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all desired due diligence regarding the Assets prior to making its

Qualified Bid, that it has relied solely upon its own independent review, investigation and inspection of any documents and/or the Assets in making its Qualified Bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bidding Procedures or, as to the Successful Bidder(s) and the Backup Bidder(s), the terms of the Sale(s) as set forth in the final form of the applicable Purchase Agreement(s) (which could be the Stalking Horse Purchase Agreement if the Successful Bidder or Backup Bidder is a Stalking Horse Bidder) (the "Final Purchase Agreement"), which shall be on terms mutually acceptable to the Successful Bidder and Backup Bidder, on the one hand, and the Debtors, on the other hand.

11. Consultation Parties

The terms "Consultation Parties" and individually, a "Consultation Party," as used in these Bidding Procedures shall mean the Prepetition Lenders and the Committee; provided, however, that if any Prepetition Lender submits a Written Offer, then such party shall no longer be a Consultation Party.

12. Auction

If the Debtors determine that there are two or more Qualified Bids for the same Assets (in whole or in part), the Debtors shall conduct an Auction to determine the highest or otherwise best Qualified Bid for such Assets. This determination shall be made after consultation with the Consultation Parties and shall take into account any factors the Debtors, in their business judgment and discretion reasonably deems relevant and may include, among other things, the following: (i) the amount and nature of the total consideration; (ii) the number, type, and nature of any changes to the applicable Stalking Horse Purchase Agreement, if any, requested by the Qualified Bidder, including the type and amount of Assets sought to be acquired and assumed liabilities sought to be assumed in the Qualified Bid; (iii) the other terms requested by each Qualified Bidder in its respective Purchase Agreement; (iv) the extent to which such terms are likely to delay closing of the Sale of the Assets and the cost to the Debtors of such modifications or delay; (v) the net economic effect of any changes to the value to be received by the Debtors' estates from the transaction contemplated by the Qualified Bid; (vi) the tax consequences of such Qualified Bid; (vii) the total consideration to be received by the Debtors' estates; (viii) whether the Qualified Bidder has secured any consents that may be necessary from certain third parties; and (ix) the likelihood of the Qualified Bidder's ability to close the Sale and the timing thereof.

The Auction shall commence at 10:00 a.m. (prevailing Eastern Time) on May 9, 2025 at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, or such other place as determined by the Debtors, in consultation with the Consultation Parties, and continue thereafter until completed. The Debtors, in consultation with the Consultation Parties, reserve the right to cancel or postpone the Auction. The Debtors, in consultation with the Consultation Parties, reserve the right to not proceed with any Sale or to proceed with a Sale of any certain of the Assets.

Except as otherwise permitted in the Debtors' discretion, only the Debtors, the Prepetition Lenders, a Qualified Bidder, including the Stalking Horse Bidders, the Committee, and any creditor that submits a written request to attend to the Debtors at least one (1) business day in advance of the Auction, and, in each case, their respective professionals shall be entitled to attend the Auction (the "Authorized Persons"); provided, further, that the Consultation Parties may attend the Auction via Zoom or other similar teleconference services. Each Qualified Bidder shall be required to have at least one representative present physically at the Auction.

The Auction shall be governed by the following procedures:

(i) Qualified Bidders shall appear in person at the Auction, or through a duly authorized representative.

(ii) The Debtors, after consultation with the Consultation Parties, may waive and/or employ and announce at the Auction additional rules that are reasonable under the circumstances for conducting the Auction provided that such rules (a) are not inconsistent with the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or any order of the Bankruptcy Court entered in connection with these Chapter 11 Cases, (b) are disclosed to each Qualified Bidder, (c) are designed, in the Debtors' business judgment, to result in the highest or otherwise best offer for the Assets; and (d) do not impair, in any material respect, the Stalking Horse Bidders' right to payment of the Break-Up Fee or the Expense Reimbursement, without the express consent of the Stalking Horse Bidder in its sole discretion.

(iii) The Debtors will arrange for the actual bidding at the Auction to be transcribed. Each Qualified Bidder shall designate a single individual to be its spokesperson during the Auction.

(iv) Each Qualified Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction that it has not engaged in any collusive conduct and acted in good faith regarding the Bidding Procedures, the Auction, or any proposed transaction relating to the Assets.

(v) Prior to the Auction, the Debtors, after consultation with the Consultation Parties, shall identify the Baseline Bid(s). During the Auction, bidding will begin initially with the Baseline Bid(s) and continue in minimum increments in an amount determined by the Debtors, in consultation with the Consultation Parties (each such bid, an "Overbid"); provided, that the Debtors, in their discretion and in consultation with the Consultation Parties, may have different minimum increments for each business unit or a collection of business units. When bidding at the Auction, each Stalking Horse Bidder shall receive a "credit" counted towards its Overbid in an amount equal to the sum of such Stalking Horse Bidder's Break-Up Fee and Expense Reimbursement. Additional consideration in excess of the amount

set forth in the Overbid may include cash and/or non-cash consideration; provided that the value for such non-cash consideration shall be determined by the Debtors in their reasonable business judgment, in timely consultation with the Consultation Parties. An applicable Overbid may contain alterations, modifications, additions, or deletions of any terms of the Qualified Bid no less favorable to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' reasonable business judgment, in timely consultation with the Consultation Parties, but shall otherwise comply with the terms of the Bidding Procedures. All Overbids shall be made and received on a binding and open basis, and all material terms of each Overbid shall be fully disclosed in advance of any successive round of bidding to all other Qualified Bidders who submitted Bids.

(vi) In the Debtors' discretion, after consultation with the Consultation Parties, all Qualified Bidders shall have the ability to bid on substantially all of the Assets or only certain Assets of the Debtors.

(vii) Other than the assumption of liabilities of the Debtors or permitted non-cash consideration as may be acceptable to the Debtors in their business judgment and discretion, in consultation with the Consultation Parties, all bids must be in cash.

(viii) In the Debtors' discretion, all Qualified Bidders shall have the right to submit additional bids and make additional modifications to the Purchase Agreement, as applicable, at the Auction in accordance with the terms and provisions of the Bidding Procedures; provided, however, that any such modifications to the Purchase Agreement, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors as determined by the Debtors, in their business judgment and discretion, after consultation with the Consultation Parties.

(ix) Upon conclusion of the bidding, the Auction shall be closed, and the Debtors, after consultation with the Consultation Parties, shall, as soon as practicable, (a) identify and determine in their business judgment the highest or otherwise best Qualified Bid (or Qualified Bids) for the Assets (each, a "Successful Bid" and the entity or entities submitting such Successful Bid(s), the "Successful Bidder"), (b) advise the Qualified Bidders of such determination, (c) require the Successful Bidder(s) to deliver an executed Final Purchase Agreement, which reflects its bid and any other modifications submitted and agreed to during the Auction, prior to commencement of the Sale Hearing, and (d) immediately file with the Court a designation of Successful Bidder.

(x) In addition, the Debtors will determine, after consultation with the Consultation Parties, which Qualified Bid, if any, is the next highest or otherwise second-best Qualified Bid to the Successful Bid(s) and will designate such Qualified Bid(s) as a "Backup Bid" in the event the

Successful Bidder(s) fails to consummate the contemplated Sale. A Qualified Bidder who submitted a Qualified Bid and is designated a Backup Bid is a "Backup Bidder". Each Backup Bid shall remain open and binding until the Backup Bid Expiration Date.

(xi) If a Successful Bidder(s) fails to consummate the approved transactions contemplated by its Successful Bid, the Debtors shall select the applicable Backup Bidder as the Successful Bidder(s), and such Backup Bidder shall be deemed a Successful Bidder(s) for all purposes. The Debtors shall consummate all transactions contemplated by the Backup Bid without further order of the Court or notice to any party. In such case, the defaulting Successful Bidder(s)'s Good Faith Deposit shall be forfeited to the Debtors.

(xii) The Debtors may, in consultation with the Consultation Parties, request additional information from a Qualified Bidder at any time prior to the Sale closing in order to evaluate such Qualified Bidder's ability to bid at the Auction over and above its initial offer in its Qualified Bid, consummate the Sale, and fulfill its obligations in connection therewith. Additional information requests made by the Debtors during the Auction in connection with a Qualified Bidder's ability to continue to bid at the Auction over and above its initial offer in its Qualified Bid shall, in timely consultation with the Consultation Parties, be satisfied prior to such Qualified Bidder submitting any further bids at the Auction. The failure to comply with such requests shall disqualify such Qualified Bidder from participating in the Auction.

Without prejudice to the rights of the Stalking Horse Bidders and the Prepetition Lenders, the Debtors reserve their rights to modify the Bidding Procedures in their reasonable business judgment, after timely consultation with the Consultation Parties, in any manner that will best promote the goals of the bidding process, or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Assets, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without further notice; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; and (e) rejecting any or all Bids.

13. Sole Qualified Bidder

(i) Assets Not Subject to Stalking Horse Purchase Agreements. If, by the Bid Deadline, the Debtors have selected only one Qualified Bidder for any or all of the Assets that are not subject to the Stalking Horse Purchase Agreements, then the Debtors may cancel the Auction for such Assets, and instead, shall determine whether to request at the Sale Hearing that the Court approve the Qualified Bid from the sole Qualified Bidder. Notwithstanding anything herein to the contrary, nothing herein shall obligate the Debtors,

in consultation with the Consultation Parties, to consummate or pursue the Sale of the Assets.

(ii) Assets Subject to Stalking Horse Purchase Agreements. If, by the Bid Deadline, the Debtors have selected only the applicable Stalking Horse Bidder for the Assets subject to such bidder's respective Stalking Horse Purchase Agreement, then the Debtors shall not hold an Auction for such Assets, and instead, shall seek approval of the Sale for such Assets to the applicable Stalking Horse Bidder.

14. Sale Hearing

Subject to the Court's availability, the Sale Hearing will be held before the Honorable Paul M. Baisier on May 19, 2025 at 1:00 p.m. (prevailing Eastern Time) at the United States Bankruptcy Court for the Northern District of Georgia, Richard B. Russell Federal Building and United States Courthouse 75 Ted Turner Drive, SW Atlanta, Georgia 30303.

15. Consummation of the Purchase

(a) Closing Date; Good Faith Deposit

The Successful Bidder(s) shall consummate the Sale contemplated by the applicable Successful Bid (the "Purchase") on or before the Closing Date. If the Successful Bidder(s) successfully consummates the Purchase by the Closing Date, such Successful Bidder's Good Faith Deposit shall be applied to the purchase price of the Purchase.

If a Successful Bidder either: (i) fails to consummate the Purchase on or before the Closing Date, breaches the Final Purchase Agreement, or (ii) otherwise fails to perform, the Debtors shall, without further order of the Court, deem such Successful Bidder to be a "Defaulting Buyer."

The Debtors shall be entitled to (i) retain the Good Faith Deposit as part of their damages resulting from the breach or failure to perform by any Defaulting Buyer, and (ii) seek all available damages from such Defaulting Buyer occurring as a result of such Defaulting Buyer's failure to perform as may be provided for pursuant to the Final Purchase Agreement and the Sale Order.

(b) Backup Purchase

Upon a determination by the Debtors that a Successful Bidder is a Defaulting Buyer, the Debtors shall consummate a Sale with the Backup Bidder on the terms and conditions of the Backup Bid (the "Backup Purchase") without further order of the Court.

If the Backup Bidder consummates the Backup Purchase, the Good Faith Deposit of such Backup Bidder will be applied to the purchase price of the Backup Purchase.

In the event that the Debtors seek to consummate the Backup Purchase with the Backup Bidder and such Backup Bidder fails to consummate the Backup Purchase, breaches the Final Purchase Agreement or otherwise fails to perform, the Debtors may, in their discretion, and without further order of the Court, deem such Backup Bidder to be a Defaulting Buyer and shall

be entitled to (i) retain the Good Faith Deposit as part of their damages resulting from the breach or failure to perform by the Defaulting Buyer, and (ii) seek all available damages from such Defaulting Buyer occurring as a result of such Defaulting Buyer's failure to perform as may be provided for pursuant to the Purchase Agreement, as applicable, and the Sale Order.

16. Return of Good Faith Deposits

Good Faith Deposits of all Qualified Bidders shall be held in a non-interest-bearing escrow account. Except for those of the Successful Bidder and Backup Bidder(s), the Debtor shall promptly return the Good Faith Deposits of (i) all Qualified Bidders after the Auction; and (ii) the Backup Bidder after the Backup Bid Expiration Date, in each case, as provided for in the underlying Stalking Horse Purchase Agreement, Purchase Agreement, or Final Purchase Agreement (as applicable).

17. Reservation of Rights

The Debtors shall retain all rights to any of their Assets that are not subject to the Sale that is approved by the Court at the Sale Hearing.

18. Fiduciary Out

Notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures or the Bidding Procedures Order shall require any Debtor or the board of directors, board of managers, or similar governing body of any Debtor, after consulting with counsel, to take any action or to refrain from taking any action related to any sale transaction to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in these Bidding Procedures, through the date of the Auction (if held), nothing in these Bidding Procedures or the Bidding Procedures Order shall diminish the right of any of the Debtors and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives to: (a) consider, respond to, and facilitate alternate proposals for sales or other restructuring transactions involving any or all of the Debtors' Assets (each an "Alternate Proposal"); (b) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (c) maintain or continue discussions or negotiations with respect to Alternate Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternate Proposals; and (e) enter into or continue discussions or negotiations with holders of claims against or equity interests in any Debtor or any other party in interest in these Chapter 11 Cases (including the United States Trustee), or any other entity regarding Alternate Proposals.

19. Modifications

The Bidding Procedures may be modified by the Debtors, after consultation with the Consultation Parties, in any manner that is not inconsistent with or otherwise in contravention of the other terms of these Bidding Procedures, including, without limitation, (a) waiving the terms and conditions set forth herein with respect to any or all Potential Bidders, (b) imposing additional terms and

conditions with respect to any or all Potential Bidders, (c) extending the deadlines set forth herein or the date for the Auction and/or Sale Hearing (which may occur in open court); or (d) amending the Bidding Procedures as they may determine to be in the best interests of their estates; provided that all such modifications are disclosed to all Potential Bidders (if applicable) or Qualified Bidders (if applicable) prior to or during the Auction.

Exhibit 2-A

Doug's/Dream Team/Hansen Stalking Horse Purchase Agreement

ASSET PURCHASE AGREEMENT

by and among

AIR PROS SOLUTIONS, LLC,

DOUG'S SERVICE AIR PROS, LLC,

DREAM TEAM AIR PROS, LLC,

HANSEN AIR PROS, LLC,

BUDDY'S HEATING & COOLING, L.L.C.,

SOUTHERN AIR OF THIBODAUX, LLC

and

HANSEN SUPER TECHS, LLC

March 13, 2025

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Exhibit G – Form of Transition Services Agreement

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of March 13, 2025, by and among (a) Air Pros Solutions, LLC, a Delaware limited liability company ("Solutions"), (b) each of (i) Doug's Service Air Pros, LLC, a Delaware limited liability company ("DSAP Sub"), (ii) Dream Team Air Pros, LLC, a Delaware limited liability company ("DTAP Sub"), and (iii) Hansen Air Pros, LLC, a Delaware limited liability company ("HAP Sub" and collectively with DTAP Sub and DSAP Sub, the "Sellers", and, each a "Seller"), and (c) each of (i) Buddy's Heating & Cooling, L.L.C., a Louisiana limited liability company (the "DSAP Sub Buyer"), (ii) Southern Air of Thibodaux, LLC, a Delaware limited liability company (the "DTAP Sub Buyer") and (iii) Hansen Super Techs, LLC, a Delaware limited liability company (the "HAP Sub Buyer" and together with DSAP Sub Buyer and DTAP Sub Buyer, the "Buyers" and each a "Buyer"). The Sellers and the Buyer are sometimes referred to collectively herein as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

WHEREAS, the Sellers intend to commence cases (the "Sellers' Chapter 11 Cases") under title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), through the filing of their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in March 2025 (the actual date of filing, the "Petition Date") in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court");

WHEREAS, the Sellers conduct, among other things, the business of providing HVAC services, including installation, maintenance, service, repair and replacement, to homeowners, commercial enterprises and other parties (the "Business");

WHEREAS, (i) the Sellers wish to sell, transfer and assign to the Buyers, and the Buyers wishes to purchase, acquire and assume from the Sellers, the Acquired Assets (as defined below) and (ii) the Buyers wish to assume from the Sellers the Assumed Liabilities (as defined below), on the terms and subject to the conditions set forth herein and in accordance with sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code; and

WHEREAS, the Sellers have agreed to file the Sale Motion (as defined below) with the Bankruptcy Court and take the other steps set forth herein and in the Bidding Procedures Order, the Bidding Procedures and the Sale Order (as each such term is defined below) to implement the transactions contemplated hereby upon the terms and subject to the conditions set forth herein and in the Sale Order.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows.

ARTICLE I
DEFINITIONS

For purposes of this Agreement, capitalized terms set forth in this Agreement shall have the meaning ascribed to such terms in this Article I.

"Acquired Assets" has the meaning set forth in Section 2.1.

"Affiliate" when used with reference to another Person means any Person, directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, such other Person.

"Agreement" has the meaning set forth in the preamble.

"Allocation" has the meaning set forth in Section 2.10.

"Allocation Objection Notice" has the meaning set forth in Section 2.10.

"Alternative Transaction" means any transaction or series of related transactions (other than pursuant to this Agreement), whether effectuated pursuant to a merger, consolidation, tender offer, exchange offer, share exchange, amalgamation, stock acquisition, asset acquisition, business combination, restructuring, recapitalization, liquidation, dissolution, joint venture or similar transaction, whether or not proposed by the Sellers, pursuant to which one or more Sellers: (i) accept a Qualified Bid, other than that of the Buyers or their Affiliates, as the highest or otherwise best offer; or (ii) sell, transfer, lease or otherwise dispose of, directly or indirectly, including through an acquisition, asset sale, stock sale, purchase, merger, reorganization, recapitalization or other similar transaction with or involving any equity securities in any Seller or other interests in the Acquired Assets, including a stand-alone plan of reorganization, plan of liquidation, or refinancing, of all or substantially all of the Acquired Assets (or agrees to any of the foregoing) in a transaction or series of transactions to a party or parties other than the Buyers or their Affiliates.

"Arbitrating Accountant" has the meaning set forth in Section 2.10.

"Assignment and Assumption Agreement" has the meaning set forth in Section 2.9(a)(iii).

"Assumable Permits" means all Permits relating to the Business that are transferable in accordance with their terms.

"Assumed Contracts" means those Leases, Assumable Permits and Contracts that have been, or will be, assigned to and assumed by the Buyers pursuant to Sections 2.6 or 2.7, as applicable, and section 365 of the Bankruptcy Code.

"Assumed Employee Benefit Plan" means an Employee Benefit Plan that has been, or will be, assigned to and assumed by the Buyers pursuant to Section 2.6 and section 365 of the Bankruptcy Code.

"Assumed Employee Benefit Plan Schedule" has the meaning set forth in Section 2.6(c).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumed Permit" means those Assumable Permits that have been, or will be, assigned to and assumed by the Buyers pursuant to Section 2.6 and section 365 of the Bankruptcy Code.

"Assumed Permit Schedule" has the meaning set forth in Section 2.6(c).

"Assumption Approval" has the meaning set forth in Section 2.6(g).

"Assumption Effective Date" has the meaning set forth in Section 2.6(d).

"Auction" means the auction for the sale and assumption of the Sellers' assets and certain liabilities, conducted by the Sellers pursuant to, and in accordance with, the Bidding Procedures and Bidding Procedures Order.

"Back-Up Bidder" means the qualified bidder chosen by the Sellers at the Auction, if any, who submitted the second-highest or otherwise best bid at the conclusion of such Auction.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, each a "Bankruptcy Rule."

"Bidding Procedures" means the bidding procedures to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, which order shall be reasonably satisfactory to the Buyers.

"Bidding Procedures Order" means the order to be entered by the Bankruptcy Court approving, among other things, the Buyers as the "stalking horse Bidder" and the Bidding Procedures and which shall authorize and approve the Bidding Protections, which order shall be reasonably satisfactory to the Buyers.

"Bidding Protections" means the following: (i) a break up fee in favor of the Buyers to be paid to the Buyers at the closing on an Alternative Transaction in the amount of 3% of the Purchase Price which shall be afforded administrative expense status and shall be payable to the Buyers in cash at the closing on an Alternative Transaction (the "Break Up Fee"); (ii) an expense reimbursement in favor of the Buyers to be paid to the Buyers at the closing on an Alternative Transaction in an amount equal to the actual, direct and documented out of pocket expenses of the Buyers incurred in connection with this Agreement (including reasonable attorneys' fees of the Buyers), in an amount not to exceed $250,000 which shall be afforded administrative expense status and shall be payable to the Buyers in cash at the closing on an Alternative Transaction (the "Expense Reimbursement"); and (iii) an initial overbid requirement at any Auction of an amount greater than the sum of the Break-Up Fee, plus the Expense Reimbursement, plus $260,000.

"Bill of Sale" has the meaning set forth in Section 2.9(a)(ii).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banks located in Wilmington, Delaware shall be authorized or required by Law to close.

"Buyer" or "Buyers" has the meaning set forth in the preamble.

"Buyer Designated Material Contracts" means those Leases on the Contracts and Cure Schedule for which the Assumption Approval must be delivered as a condition to Closing.

"Capital Leases" means all leases required to be capitalized in accordance with GAAP.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act.

"Cash" means cash (including all cash located in Sellers' bank accounts, lock-boxes, and cash in transit), cash equivalents, cash collateralized letters of credit, investment accounts, certificates of deposit, and liquid investments.

"Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 2.8.

"Closing Date" has the meaning set forth in Section 2.8.

"Consent" means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

"Consent Deadline" has the meaning set forth in Section 2.6(g).

"Contract" means any written or oral agreement, contract, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, membership agreement, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, license agreement, contribution agreement, partnership agreement or other arrangement, understanding, permission or commitment that, in each case, is legally binding, but excluding Leases.

"Contract and Cure Schedule" has the meaning set forth in Section 2.6(c).

"Control" means, when used with reference to any Person, the power to direct the management or policies of such Person, directly or indirectly, by or through stock or other equity ownership, agency or otherwise, or pursuant to or in connection with any Contract; and the terms "Controlling" and "Controlled" shall have meanings correlative to the foregoing.

"Cure Amounts" has the meaning set forth in Section 2.6(f).

"Cure Notice" has the meaning set forth in Section 5.3(c).

"DSAP IP Assets" means the Intellectual Property Assets of DSAP Sub.

"DTAP IP Assets" means the Intellectual Property Assets of DTAP Sub.

"Decree" means any judgment, decree, ruling, decision, opinion, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, judicial order, administrative order or any other order of any Governmental Entity.

"Disclosure Schedule" has the meaning set forth in Article III.

"Employee Benefit Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) and any other benefit or compensation plan, program, agreement or arrangement of any kind, in each case, maintained or contributed to by an Seller, in which an Seller participates or participated, in which an Seller has any Liability (contingent or otherwise), or through which current or former Service Providers of the Business are eligible to receive benefits or compensation.

"End Date" means the close of business no later than thirty (30) days following the entry of the Sale Order, but in no event shall be later than August 1, 2025.

"Environmental, Health and Safety Requirements" means, as enacted and in effect on or prior to the Closing Date, all applicable Laws concerning worker health and safety, the treatment, disposal, emission, discharge, Release or threatened Release of, or exposure to, Hazardous Material, pollution or the protection of the environment.

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended.

"Excluded Assets" means, collectively, the following assets of the Sellers: (a) all certificates of incorporation or certificates of formation and other organizational documents, 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 or other equity transfer books, stock or membership certificates relating to the Sellers and other documents relating to the organization, maintenance and existence of any Seller as a corporation or limited liability company; (b) all Records related to Taxes paid or payable by any Seller; provided that the Buyers shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (c) (i) Owned Equity Interests (unless the Buyers expressly elect to acquire Owned Equity Interests of a particular Seller pursuant to Section 2.1) and (ii) if the Buyers have elected pursuant to Section 2.1 to acquire the Owned Equity Interests of a particular Seller as Acquired Assets, all other assets of such Seller that are being acquired via such Owned Equity Interests shall be Excluded Assets hereunder notwithstanding anything else in Section 2.1 to the contrary; (d) all Contracts and Leases that are not Assumed Contracts; (e) any (i) confidential personnel and medical Records pertaining to any Service Provider to the extent the disclosure of such information is prohibited by applicable Law and (ii) other Records that any Seller is required by Law to retain; provided that the Buyers shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset, any Assumed Liability or any Service Provider hired by the Buyers on the Closing Date (to the extent not prohibited by applicable Law); (f) any documents and agreements of any Seller relating to the Sellers' Chapter 11 Cases or to the sale or other disposition of the Business or the Acquired Assets or the sale or other disposition of any Excluded Assets; provided that the Buyers shall have the

right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (g) all Permits that are not Assumed Permits; (h) trade accounts receivable and other rights to payment from customers of the Sellers (whether current or non-current) to the extent arising from work performed prior to the Closing Date that are unpaid as of the Closing Date, (i) any Cash (except for customer deposits associated with Assumed Contracts or Assumed Liabilities, which such cash will be an Acquired Asset together with the Assumed Contract or Assumed Liability, as applicable), and (j) all assets maintained pursuant to or in connection with any Employee Benefit Plan that is not an Assumed Employee Benefit Plan.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Final Order" means an order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further appeal or rehearing thereon; (ii) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) as to which no stay is in effect; provided, however, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024(b) shall not cause an order not to be deemed a "Final Order" unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue. In the case of (i) the Sale Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyers, in their sole and absolute discretion, elect to proceed with Closing, and (ii) any other order that is required hereunder to be a Final Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyers, in their sole and absolute discretion, elect to proceed.

"Furnishings and Equipment" means tangible personal property (other than Inventory) and that is used or held for use in the operation of the Business, regardless of where located.

"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means any United States federal, state or local or non-United States governmental or regulatory authority, agency, commission, court, body or other governmental entity.

"HAP IP Assets" means the Intellectual Property Assets of HAP Sub.

"Hazardous Material" means any waste or other substance that is listed, defined, designated or classified as hazardous, radioactive or toxic or a pollutant or a contaminant under any Environmental, Health and Safety Requirements, including any admixture or solution thereof, and including petroleum and all derivatives thereof or synthetic substitutes therefor, asbestos or asbestos-containing materials in any form or condition and polychlorinated biphenyls.

"Indebtedness" of any Person means, without duplication, (a) the principal of and premium (if any) in respect of (i) indebtedness of such Person for money borrowed and (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, (b) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person, and all obligations of such Person under any title retention agreement (but excluding trade accounts payable for goods and services and other accrued current liabilities arising in the Ordinary Course of Business), (c) all obligations of such Person under Capital Leases, (d) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance, or similar credit transaction, (e) the liquidation value of all redeemable preferred stock of such Person, (f) all obligations of the type referred to in clauses (a) through (e) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, and (g) all obligations of the type referred to in clauses (a) through (f) of other Persons secured by any lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Initial Allocation" has the meaning set forth in Section 2.10.

"Insurance Policies" has the meaning set forth in Section 3.13.

"Intellectual Property" means any and all rights, title and interest in or relating to intellectual property of any type, which may exist or be created under the Laws of any jurisdiction throughout the world, including: (a) patents and patent applications, together with all reissues, provisionals, continuations, continuations-in-part, divisionals, renewals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, internet domain names, social media accounts and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals and extensions in connection therewith, and all goodwill associated with any of the foregoing; (c) rights associated with works of authorship, including software, databases, websites, exclusive exploitation rights, mask work rights, copyrights, database and design rights, whether or not Registered or published, all registrations and recordations thereof and applications in connection therewith, along with all extensions and renewals thereof and all moral rights associated with any of the foregoing; and (d) trade secrets, know-how and other proprietary and confidential information, including inventions (whether or not patentable), invention disclosures, improvements, algorithms, source code, data analytics, methods, processes, designs, drawings, customer lists, supplier lists, together with all embodiments and fixations of any of the foregoing and all related documentation.

"Intellectual Property Assets" means all Intellectual Property that is owned by the Sellers and primarily used or held for use in the conduct of the Business as currently conducted, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to such Seller with respect to such Intellectual Property; and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

"Intellectual Property Assignment" has the meaning set forth in Section 2.9(a)(iv).

"Inventory" means all inventory (including merchandise, raw materials, component parts, supplies, packing and shipping materials, products in-process and finished products) of any Seller, whether temporarily out of such Seller's custody or possession, in transit to or from any Seller and whether in any Seller's vehicles, warehouses, held by any third parties or otherwise, and all other Inventory (as defined in the UCC), including any returned goods and any documents of title representing any of the foregoing.

"IRC" means the United States Internal Revenue Code of 1986, as amended.

"Key Vendors" shall mean [redacted].

"Knowledge" of a Person (and other words of similar import) (a) in reference to the Sellers means the actual knowledge of any director or executive officer of the Sellers or Solutions, after reasonable inquiry of relevant internal department heads and (b) in reference to the Buyers means the actual knowledge of the persons set forth in Section 1.1 of the Disclosure Schedule, after due inquiry or investigation. For the avoidance of doubt, no Person named in this definition shall have any personal liability or obligations solely rising out of such Knowledge.

"Law" means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance (including with respect to zoning or other land use matters), code, treaty, convention, rule, regulation, requirement, edict, directive, pronouncement, determination, proclamation or Decree of any Governmental Entity.

"Leased Real Property" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property of any Seller which is used in the Business.

"Leases" means all leases, subleases, licenses, concessions, and other agreements, including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, in each case pursuant to which a Seller holds or has any interest in Leased Real Property, but excluding Contracts.

"Liability" means any liability, Indebtedness, guaranty, claim, loss, damage, deficiency, assessment, responsibility or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether due or to become due, whether determined or determinable, whether choate or inchoate, whether secured or unsecured and whether matured or not yet matured).

"Lien" means any mortgage, deed of trust, hypothecation, contractual restriction, pledge, lien, encumbrance, interest, charge, security interest, put, call, other option, right of first refusal, right of first offer, servitude, right of way, easement, conditional sale or installment contract, finance lease involving substantially the same effect, security agreement or other encumbrance or restriction on the use, transfer or ownership of any property of any type (including real property,

tangible property and intangible property). For the avoidance of doubt, the definition of Lien shall not be deemed to include the grant of any non-exclusive license or sublicense of Intellectual Property by a Seller.

"Litigation" means any action, cause of action, suit, claim, investigation, mediation, audit, grievance, demand, hearing or proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity before any Governmental Entity or arbitrator.

"Material Adverse Effect" means any state of facts, change, event, effect, development, condition, circumstance or occurrence (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences), that (a) is materially adverse to the financial condition or results of operations of the Business or any of the Sellers (individually or in the aggregate), or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of a Seller to consummate the transactions contemplated by this Agreement or the Related Agreements on the terms set forth herein and therein; provided, however, that with respect to clause (a) only, no change event, development or occurrence related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) national or international business, economic or political conditions, including the engagement by the United States of America in international hostilities (not domestic), affecting (directly or indirectly) the industry in which the Business operates, whether or not pursuant to the declaration of war, or the occurrence of any military or terrorist attack upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America, except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (ii) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index), except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iii) any change in GAAP or Law except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iv) any changes directly attributable to the announcement of this Agreement or any Related Agreement, including by reason of the identity of the Buyers or any of their Affiliates; (v) resulting from any act of God except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; or (vi) in the case of the Sellers or the Business, (A) the failure to meet or exceed any projection or forecast (it being understood that, with respect to this clause (vi) (A), the underlying facts or circumstances giving rise or contributing to the failure to meet such projection(s) or forecast(s) may be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect), or (B) reasonable and expected impacts to the business or operations of any Seller (including changes in credit terms offered by suppliers or financing sources) resulting from the announcement or the filing of the Sellers' Chapter 11 Cases and the Sellers' financial condition or the Sellers' status as debtors under Chapter 11 of the Bankruptcy Code, provided that the Sellers continue to operate in a commercially reasonable manner in light of the foregoing. For the

avoidance of doubt, if for any reason, more than 35% of the full-time employees of the Sellers, on a net basis measured among all the Sellers (and not on the basis of any individual Seller or location and taking into account any hired employees, including full-time equivalent employees) and measured as of the date of this Agreement and the Closing Date, leave their employment with the Sellers or cannot be hired by Buyer at Closing because such employees lack legal authorization to work in the United States, then such event shall be considered a Material Adverse Effect. [redacted].

"Material Contract" has the meaning set forth in Section 3.5(a).

"Necessary Consents" has the meaning set forth in Section 2.6(g).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice.

"Owned Equity Interests" means any equity interests or securities of any Seller held by any other Seller.

"Party" has the meaning set forth in the preamble.

"Permit" means any franchise, approval, permit, license, order, registration, certificate, variance, Consent, exemption, ratification, waiver or similar right or authorization issued, granted, given or otherwise obtained from or by any Governmental Entity, under the authority thereof, or pursuant to any applicable Law.

"Permitted Liens" means Liens (a) for Taxes not yet delinquent or which are being contested in good faith by appropriate proceedings and, in either case, to the extent reserved on the books and records of the applicable Seller, (b) with respect to leased or licensed personal property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assumed Contract and (c) with respect to Capital Leases for an aggregate amount of Indebtedness not to exceed Ten Thousand Dollars ($10,000).

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Entity or any group or syndicate of any of the foregoing.

"Personal Property Taxes" means personal property Taxes of the Sellers to the extent they become allowed claims in the Sellers' Chapter 11 Cases under sections 503(b)(1)(B) or 507(a)(8)(B) of the Bankruptcy Code.

"Petition Date" has the meaning set forth in the recitals.

"Previously Omitted Contract" has the meaning set forth in Section 2.6(j).

"Purchase Price" has the meaning set forth in Section 2.5.

"Qualified Bid" means competing bids that are submitted by a qualified bidder in accordance with the Bidding Procedures and Bidding Procedures Order.

"Records" means, with respect to the Business, the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, lists (including client and customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications, creative materials, advertising and promotional materials, marketing plans, studies, reports, data, supplier and vendor lists, purchase orders, sales and purchase invoices, production reports, personnel and employment records, financial and accounting records and similar materials related to the Business and specifically excluding Sellers' corporate minutes book and related corporate records and books, files and papers not otherwise relating exclusively to the Business.

"Registered" means issued by, registered with, renewed by or the subject of a pending application before any Governmental Entity or domain name registrar.

"Related Agreements" means the Bill of Sale, the Assignment and Assumption Agreement, the Intellectual Property Assignment and each other agreement, document or instrument executed or delivered by a Party in connection with the foregoing, this Agreement, the Sale Order or the transactions contemplated hereby or thereby.

"Related Party" means any officer, director, manager or equity holder of any Seller, or any member of the immediate family of the foregoing.

"Release" means the release, spill, emission, leaking, pumping, pouring, emptying, escaping, dumping, injection, deposit, disposal, discharge, dispersal, leaching or migrating of any Hazardous Material into the environment.

"Representative" of a Person means such Person's officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents of such Person.

"Sale Motion" means that motion to be filed in the Sellers' Chapter 11 Cases requesting that the Bankruptcy Court (a) enter the Bidding Procedures Order and (b) enter the Sale Order at the final hearing on the Sale Motion, and approve all related transactions.

"Sale Order" means an order of the Bankruptcy Court entered in the Sellers' Chapter 11 Cases pursuant to sections 105, 363, and 365 of the Bankruptcy Code, approving this Agreement and the transactions contemplated hereby, in all respects as shall be reasonably satisfactory to the Sellers and the Buyers, (i) approving the sale and transfer of the Acquired Assets to the Buyers free and clear of all liens, claims and interests other than Permitted Liens, if any, pursuant to section 363(f) of the Bankruptcy Code; (ii) approving the assumption and assignment to the Buyers of the Assumed Contracts; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing a finding that the transactions contemplated by this Agreement are undertaken by the Sellers and the Buyers (solely in its capacity as such) at arm's length, without

collusion, and finding that the Buyers are good-faith Buyers entitled to the protections of section 363(m) of the Bankruptcy Code; (v) finding that due and adequate notice of the approval of the sale hearing and proposed Sale Order and an opportunity to be heard were provided to all Persons entitled thereto, including but not limited to, federal, state and local taxing and regulatory authorities; (vi) confirming that the Buyers are acquiring the Acquired Assets free and clear of all Liabilities, other than the Assumed Liabilities; (vii) assuring that the Buyers will not be subject to successor liability for any claims or causes of action of any kind or character against any Seller, whether known or unknown, unless expressly assumed as an Assumed Liability pursuant to this Agreement; (vii) authorizing the Buyers to freely own and operate the Acquired Assets; (ix) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement; (x) providing that the provisions of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) are waived and there will be no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure; (xi) permitting the Buyers to waive, in their sole discretion, the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure; and (xii) granting related relief, which order shall be in all respects reasonably satisfactory to the Buyers.

"Seller" has the meaning set forth in the preamble.

"Sellers' Chapter 11 Cases" has the meaning set forth in the recitals.

"Service Provider" means any director, officer, full-time or part-time employee, independent contractors, independent consultants or temporary employees, of any Seller.

"Solutions" has the meaning set forth in the preamble.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or other persons performing similar functions with respect to such corporation) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director, managing member or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Successful Bidder" means the bidder who shall have submitted the highest or otherwise best bid at the conclusion of the Auction in accordance with the Bidding Procedures and Bidding Procedures Order.

"Tax" or "Taxes" means any net or gross income, net or gross receipts, net or gross proceeds, capital gains, capital stock, sales, use, user, leasing, lease, transfer, natural resources,

premium, ad valorem, value added, franchise, profits, gaming, license, capital, withholding, payroll or other employment, estimated, goods and services, severance, excise, stamp, fuel, interest equalization, registration, recording, occupation, turnover, personal property (tangible and intangible), real property, unclaimed or abandoned property, alternative or add-on, windfall or excess profits, environmental, social security, disability, unemployment or other tax or customs duties or amount imposed by (or otherwise payable to) any Governmental Entity, or any interest, any penalties, additions to tax or additional amounts assessed, imposed or otherwise due or payable under applicable Laws with respect to taxes, in each case, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Transfer Tax" has the meaning set forth in Section 6.5.

"Transferred Employee" has the meaning set forth in Section 6.4(a).

"Transition Services Agreement" has the meaning set forth in Section 2.9(a)(v).

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Delaware, or in any other state to the extent the law of such other state shall govern or apply to a specific asset or property of a Seller.

"WARN Act" has the meaning set forth in Section 3.9(a).

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of Acquired Assets. On the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing, the DSAP Sub Buyer shall purchase, acquire, and accept from DSAP Sub, and DSAP Sub shall sell, transfer, assign, convey, and deliver to the DSAP Sub Buyer (or its assignee pursuant to Section 9.4), all of DSAP Sub's right, title and interest in and to all of the properties, rights, interests and other tangible and intangible assets of DSAP Sub (the "DSAP Sub Acquired Assets"), the DTAP Sub Buyer shall purchase, acquire, and accept from DTAP Sub, and DTAP Sub shall sell, transfer, assign, convey, and deliver to the DTAP Sub Buyer (or its assignee pursuant to Section 9.4), all of DTAP Sub's right, title and interest in and to all of the properties, rights, interests and other tangible and intangible assets of DTAP Sub (the "DTAP Sub Acquired Assets"), and the HAP Sub Buyer shall purchase, acquire, and accept from HAP Sub, and HAP Sub shall sell, transfer, assign, convey, and deliver to the HAP Sub Buyer (or its assignee pursuant to Section 9.4), all of HAP Sub's right, title and interest in and to all of the properties, rights, interests and other tangible and intangible assets of HAP Sub (the "HAP Sub Acquired Assets", and collectively with the DSAP Sub Acquired Assets and the DTAP Sub Acquired Assets, the "Acquired Assets", which Acquired Assets are set forth on Exhibit A attached hereto), free and clear of all Liens (other than Permitted Liens), for the consideration specified in Section 2.5; provided, however, that the Acquired Assets shall not include any Excluded Assets.

Section 2.2 **Excluded Assets**. Nothing contained herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Buyers, and the applicable Seller shall retain all of its right, title and interest to, in and under the Excluded Assets.

Section 2.3 **Assumed Liabilities**. On the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing (or, with respect to assumed liabilities under Assumed Contracts or Assumed Permits that are assumed by the Buyers after the Closing, such later date of assumption as provided in Sections 2.6 or 2.7, as applicable), the Buyers shall assume and become responsible for the following Liabilities (collectively, the "Assumed Liabilities") and no other Liabilities (including the Excluded Liabilities) of any Seller, and from and after the Closing (or such later date of assumption as provided in Sections 2.6 or 2.7, as applicable), agrees to timely pay, honor and discharge, or cause to be timely paid, honored and discharged, all Assumed Liabilities when due and in a timely manner in accordance with the terms thereof, and except for the Assumed Liabilities, the Buyers shall not be deemed to have assumed any other Liabilities of the Sellers, any of their Affiliates or any predecessors of the foregoing:

(a) all Liabilities arising after the Closing Date under the Assumed Contracts and the Assumed Permits included in the Acquired Assets that are incurred from the use of the Acquired Assets and conduct of the Business by the Buyers following the Closing Date;

(b) all Cure Amounts pursuant to Section 2.6(f);

(c) all Liabilities for Taxes borne by the Buyers pursuant to Section 6.5;

(d) the Liabilities of the Sellers with respect to customer warranty claims of the Acquired Business for services provided or jobs completed prior to Closing;

(e) the Liabilities of the Sellers with respect to customer membership programs of the Acquired Business;

(f) (i) all accrued vacation and sick time of the Transferred Employees that remains unused or unpaid as of the Closing; (ii) any payroll amounts and related employer Taxes accrued during the payroll period that includes the Closing Date with respect to the Transferred Employees that remains unpaid as of the Closing; and (iii) any other Liabilities described as being assumed or fulfilled by Buyers in Section 6.4.

Section 2.4 **Excluded Liabilities**. Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that the Buyers shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of any Seller, whether existing at any time before or after the Closing Date or arising thereafter, other than the Assumed Liabilities (all such Liabilities that the Buyers are not assuming being referred to collectively as the "Excluded Liabilities"). Without limiting the foregoing, the Buyers shall not be obligated to assume, does not assume and hereby disclaims all the Excluded Liabilities, including the following Liabilities of any Seller whether incurred or accrued at any time before or after the Closing Date:

(a) except with respect to payroll and related employer Taxes with respect to Transferred Employees, and except as otherwise provided in Section 2.11 or Section 6.5, (i) all Taxes of any Seller or any of its Affiliates, including Taxes imposed on any Seller under Treasury Regulations Section 1.1502-6 and similar provisions of state, local or foreign Tax Law accruing prior to the Closing and (ii) all Liabilities for Taxes relating to the Business, Acquired Assets or Transferred Employees for all Taxable periods (or portions thereof) ending on or prior to the Closing Date (including, for the avoidance of doubt, any payroll or other employment Taxes deferred by any Seller pursuant to Section 2302 of the CARES Act), and any sales, use, ad valorem or similar Tax;

(b) all Liabilities of the Sellers for fees, costs and expenses incurred in connection with Sellers' Chapter 11 Cases or negotiating, preparing, closing and carrying out this Agreement and the transactions contemplated hereby, including (i) any fees and expenses of attorneys, investment bankers (other than as provided in Section 2.3(b)) finders, brokers, accountants and consultants and (ii) any fees, costs and expenses or payments related to any transaction bonus, discretionary bonus, change-of-control payment, retention or other compensatory payments made to any Service Provider (including the employer portion of any payroll, social security, unemployment or similar Taxes related thereto);

(c) all Personal Property Taxes;

(d) all Liabilities of any Seller in respect of Indebtedness (except to the extent of any Cure Amounts under any Assumed Contracts and any capitalized leases that are Assumed Contracts);

(e) all Liabilities arising in connection with any actual or alleged violation of any applicable Law relating to the period prior to the Closing Date by any Seller, including any Environmental, Health and Safety Requirements and the items set forth on Section 3.8 of the Disclosure Schedule;

(f) all litigation claims and any other Liabilities, including any tort claims, breach of contract claims, employment claims and discrimination claims, which are not Assumed Liabilities, to the extent relating to Claims (including Claims instituted after the Closing Date), events or conditions arising out of or relating in any way to the conduct or operation of the Business or the ownership of the Acquired Assets prior to the Closing Date even if instituted after the Closing Date;

(g) All Liabilities and obligations arising out of, relating to or in connection with incidents or events occurring prior to the Closing Date by any Person employed by, or acting as an independent contractor on the property of or on behalf of, any Seller for payment, claims or benefits under workers' compensation Laws or any other Law;

(h) all Liabilities of Sellers with respect to, or relating to or arising out of the employment, service or termination of employment or service of Service Providers of any Seller (except to the extent assumed pursuant to Section 2.3(f));

(i) all Liabilities arising in connection with or in any way relating to any Seller (or any predecessor or any prior owner of all or part of their business and assets), any property now or previously owned, leased or operated by any Seller or the Acquired Assets or any activities or operations occurring or conducted at any real property used or held for use by any Seller (including offsite disposal), which (i) arise under or relate to any Environmental, Health and Safety Requirements and (ii) relate to actions occurring or conditions existing on or prior to the Closing Date;

(j) all Liabilities arising out of or related to any Excluded Asset;

(k) all Liabilities to any (i) owner or former owner of capital stock or other equity interests of any Seller, (ii) current or former officer or director of any Seller, or (iii) any Subsidiary of the Sellers, in each case in their capacity as such;

(l) all other Liabilities that are not Assumed Liabilities, including all Liabilities arising under or in connection with written or oral Contracts (which are not Assumed Contracts);

(m) all Liabilities of the Sellers constituting accounts payable incurred prior to the Closing Date to the extent not included as a Cure Amount, or otherwise expressly included as an Assumed Liability pursuant to Section 2.3;

(n) all Liabilities arising out of or related to any Employee Benefit Plan that is not an Assumed Employee Benefit Plan; and

(o) all other Liabilities of any Seller under this Agreement and the Related Agreements and the transactions contemplated hereby or thereby (excluding all the Assumed Liabilities).

Section 2.5 Consideration. The aggregate consideration for the sale and transfer of the Acquired Assets to the Buyers (the "Purchase Price") shall be (i) $26,000,000 in cash; plus (b) the assumption of Assumed Liabilities (including the Cure Amounts). Not later than two (2) Business Days following the entry of the Bidding Procedures Order, the Buyers will confirm the then current dollar amount of the Purchase Price in writing to the Sellers, which amount shall be subject to upward adjustment at any time prior to or during the Auction.

Section 2.6 Assumption and Assignment of Contracts, Leases, Employee Benefit Plans and Permits.

(a) The Sale Order shall provide for the assumption by the applicable Seller, and the assignment to the extent legally capable of being assigned by such Seller to the Buyers, of the Assumed Contracts on the terms and conditions set forth in the remainder of this Section 2.6 and Section 2.7.

(b) At the Buyers' request, the applicable Seller shall reasonably cooperate from the date hereof forward with the Buyers as reasonably requested by the Buyers to allow the Buyers to enter into an amendment of any Contract or Lease upon assignment to the Buyers of such Contract or Lease (and such Seller shall reasonably cooperate with the Buyers to the extent

reasonably requested with the Buyers in negotiations with the applicable non-debtor counterparties and/or landlords). The Buyers shall compensate the Sellers for any reasonable, out-of-pocket, non-fixed costs with respect to the foregoing.

(c) Section 2.6(c)(i) of the Disclosure Schedule sets forth a true, correct, and complete list of all Contracts and Leases to which any Seller is a party with respect to the Business or to which Solutions or any Affiliate of Solutions is a party and which is related to the operations of the Business. Section 2.6(c)(ii) of the Disclosure schedule sets forth a true, correct, and complete list of all of the Sellers' Employee Benefit Plans. Section 2.6(c)(iii) of the Disclosure schedule sets forth a true, correct, and complete list of all of the Assumable Permits with respect to the Business. The proposed Cure Amounts in respect of each Contract are also set forth in Section 2.6(c)(i) of the Disclosure Schedule. Buyers have advised the Sellers that they may want the Sellers to assume and assign certain of the Contracts and Leases set forth in Section 2.6(c)(i) of the Disclosure Schedule, Employee Benefit Plans set forth in Section 2.6(c)(ii) of the Disclosure Schedule and Assumable Permits set forth in Section 2.6(c)(iii) of the Disclosure Schedule, in each case, under section 365 of the Bankruptcy Code. The inclusion of any Contract or Lease on Section 2.6(c)(i) of the Disclosure Schedule, Employee Benefit Plan on Section 2.6(c)(ii) of the Disclosure Schedule or Assumable Permit on Section 2.6(c)(iii) of the Disclosure Schedule does not constitute an admission that a particular contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract, Lease, Employee Benefit Plan or Assumable Permit will ultimately be assumed. All rights of Buyers with respect thereto are reserved. The Buyers shall, no later than five (5) days prior to the earlier of (i) a scheduled Auction or (ii) in the event no Auction is held, prior to the hearing scheduled to consider entry of the Sale Order, identify in writing to the Sellers the Contracts (other than such contracts listed as unassignable in Section 2.6(c)(i) of the Disclosure Schedule), Leases, Employee Benefit Plans and Assumable Permits that the Buyers have decided will be Assumed Contracts by putting such agreements onto a contract and cure schedule (the "Contract and Cure Schedule"), will be Assumed Employee Benefit Plans by putting such Employee Benefit Plans on the "Assumed Employee Benefit Plan Schedule") or will be Assumed Permits by putting such Assumable Permits on the "Assumed Permit Schedule").

(d) Unless the Bankruptcy Court orders otherwise, each Contract and Lease included on the Contract and Cure Schedule, Assumed Employee Benefit Plan Schedule and Assumed Permit Schedule will be deemed to have been assigned to the Buyers and become an Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit, as applicable, on the date (the "Assumption Effective Date") that is the later of: (i) the Closing Date, or (ii) contemporaneously with the resolution of any objections to the assumption and assignment of such Contract or Lease (or to a proposed Cure Amount), Employee Benefit Plan or Assumable Permit.

(e) As part of the Sale Motion (or as necessary in one or more separate motions), the Sellers shall request that, by virtue of the Sellers providing prior notice of its intent to assume and assign any Contract, Lease, Employee Benefit Plan or Assumable Permit pursuant to the terms set forth in the Bidding Procedures Order, the Bankruptcy Court shall deem (by way of the Bidding Procedures Order or such other order of the Bankruptcy Court) any non-debtor party to such Contract, Lease, Employee Benefit Plan or Assumable Permit that does not file an

objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract, Lease, Employee Benefit Plan or Assumable Permit by the relevant Seller and assignment to the relevant Buyer. For the avoidance of doubt, the Sellers may reject any Contract and Lease that is not an Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit.

(f) In connection with the assumption and assignment to the Buyers of any Assumed Contract, the cure amounts, as agreed among the applicable non-debtor counterparty, the Sellers and the Buyers, or as determined by the Bankruptcy Court, if any necessary to cure all defaults and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Contracts, if any, including any amounts payable to any landlord under any Lease that is an Assumed Contract, in each that relates to the period prior to the Assumption Effective Date (such amounts, the "Cure Amounts"), shall be paid by the Buyers, on the Assumption Effective Date, and not by any Seller and no Seller shall have liability therefor, and the Cure Amounts paid by the Buyers shall not reduce, directly or indirectly, any consideration received by the Sellers hereunder.

(g) The Sellers shall use their commercially reasonable efforts to obtain an order of the Bankruptcy Court (including the Sale Order) to assign the Assumed Contracts to Buyers (the "Assumption Approval") on the terms set forth in this Section 2.6. Except as required in Section 7.1(f), in the event the Sellers are unable to assign any such Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit to the Buyers pursuant to an order of the Bankruptcy Court for any reason, including that the Consent of a Governmental Entity or third party is necessary to assume and assign such Assumed Contracts to the Buyers (the "Necessary Consents") and such Necessary Consent has not yet been obtained, then the Parties shall use their commercially reasonable efforts until the earlier of the effective date of any Chapter 11 plan confirmed in the Sellers' Chapter 11 Cases or the ninetieth (90^{th}) day after the Closing Date (the "Consent Deadline") to obtain, and to cooperate in obtaining, all Consents from Governmental Entities and third parties necessary to assume and assign such Contract, Lease, Employee Benefit Plan or Assumable Permit to the Buyers, in the case of the Buyers, paying any applicable Cure Amounts.

(h) Except as required under Section 7.1(f), to the extent that any Consent that is required to assign to a Buyer any Contract or Lease is not obtained by the Closing Date, the applicable Seller shall, with respect to each such Contract or Lease, from and after the Closing and until the earliest to occur of (x) the effective date of any Chapter 11 plan confirmed in the Sellers' Chapter 11 Cases, (y) the date on which such applicable Consent is obtained (which Consents the Parties shall use their commercially reasonable efforts, and cooperate with each other, to obtain promptly), and (z) the Consent Deadline, use commercially reasonable efforts to (i) provide to such Buyer the benefits under such Contract or Lease Contract, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract or Lease in trust for such Buyer pending receipt of the required Consent) designed to provide such benefits to such Buyer, and (iii) use its commercially reasonable efforts to enforce for the account of such Buyer any rights of the applicable Seller under such Contract or Lease (including the right to elect to terminate such Contract or Lease Contract in accordance with the terms thereof upon the written direction of such Buyer). The Buyers shall reasonably cooperate with the applicable Seller in order to enable the

applicable Seller to provide to the Buyers the benefits contemplated by this Section 2.6(h). The Buyers shall compensate the Sellers for any reasonable, out-of-pocket, non-fixed costs with respect to any Assumed Contract for which a Necessary Consent has not been obtained until such time as such Assumed Contract is either (a) assumed by the applicable Seller and assigned to the applicable Buyer or (b) rejected by the applicable Seller.

(i) Notwithstanding the foregoing but except as required under Section 7.1(f), a Contract or Lease shall not be an Assumed Contract hereunder and shall not be assigned to, or assumed by, the applicable Buyer to the extent that such Contract or Lease (i) is rejected by the applicable Seller or validly terminated by the applicable Seller in accordance with the terms hereof or by the other party thereto, or terminates or expires by its terms, on or prior to the Closing Date and is not continued or otherwise extended upon assumption, or (ii) requires a Consent of any Governmental Entity or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to such Buyer of such Seller's rights under such Contract, and no such Consent has been obtained prior to the effective date of any Chapter 11 plan confirmed in the Sellers' Chapter 11 Cases. In addition, a Permit shall not be assigned to, or assumed by, the Buyers to the extent that such Permit requires a Consent of any Governmental Entity or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to the applicable Buyers of the applicable Seller's rights under such Permit, and no such Consent has been obtained prior to the Closing or such later date as may be agreed among the applicable Seller and the applicable Buyer (and all costs and expenses associated with such extension shall be borne by the Buyers).

(j) If prior to the Closing, it is discovered that a Contract should have been listed on Section 2.6(c) of the Disclosure Schedule but was not so listed (any such Contract, a "Previously Omitted Contract"), the Sellers shall, promptly following the discovery thereof (but in no event later than five (5) Business Days following the discovery thereof), notify the Buyers in writing of such Previously Omitted Contract and provide the Buyers with a copy of such Previously Omitted Contract and the Cure Amount (if any) in respect thereof. The Buyers shall thereafter deliver written notice to the Sellers, no later than five (5) Business Days following such notice of such Previously Omitted Contract from the Sellers, if the Buyers elect to so include such Previously Omitted Contract on the Contract & Cure Schedule. In the event Buyers and Sellers determine that a Contract should have been listed on Section 2.6(c) of the Disclosure Schedule but was not so listed, at Buyers' election, Buyers shall notify Sellers of their election to include such Previously Omitted Contract on the Contract & Cure Schedule.

(k) If the Buyers include a Previously Omitted Contract on the Contract & Cure Schedule in accordance with Section 2.6(j), the applicable Seller shall file and serve a notice on the contract counterparties to such Previously Omitted Contract notifying such counterparties of such Seller's intention to assume and assign to the applicable Buyer such Previously Omitted Contract, including the proposed Cure Amount (if any). Such notice shall provide such contract counterparties pursuant to the procedures set forth in the Bidding Procedures Order to object, in writing, to the Sellers and the Buyers to the assumption of its Contract or Lease. If such counterparties, the Sellers and the Buyers are unable to reach a consensual resolution with respect to the objection, the Sellers shall seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such Previously Omitted Contract. If no objection

is timely served on the Sellers and the Buyers, then such Previously Omitted Contract shall be deemed assumed by such Seller and assigned to the applicable Buyer pursuant to the Sale Order. The Sellers and the Buyers shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for the Buyers to assume the rights and obligations under such Previously Omitted Contract.

Section 2.7 [Reserved].

Section 2.8 Closing. The Parties agree that the closing of the purchase and sale of the Acquired Assets pursuant to this Agreement (the "Closing") shall take place electronically commencing at 10:00 a.m. (prevailing Eastern time) on the date that is the second (2nd) Business Day after the date on which all conditions to the obligations of the Sellers and the Buyers to consummate the transactions contemplated hereby set forth in Article VII have been satisfied or waived (other than conditions with respect to actions that either or both the Sellers and the Buyers will take at the Closing itself, but subject to the satisfaction or waiver (by the Party entitled to waive such condition) of those conditions), or at such other time or on such other date as shall be mutually agreed upon by the Sellers and the Buyers prior thereto (the "Closing Date"); provided, however, the Closing shall occur prior to the End Date. The date and time on and at which the Closing actually occurs is referred to in this Agreement as the "Closing Date."

Section 2.9 Deliveries at Closing.

(a) At the Closing, the Sellers shall deliver to the Buyers the following documents and other items, duly executed by the Sellers, as applicable:

(i) the Acquired Assets;

(ii) Bills of Sale executed by each of DSAP Sub relating to the DSAP Sub Acquired Assets, DTAP Sub relating to the DTAP Sub Acquired Assets, and HAP Sub relating to the HAP Sub Acquired Assets, each substantially in the form of Exhibit B attached hereto (the "Bills of Sale");

(iii) an Assignment and Assumption Agreement substantially in the form of Exhibit C attached hereto (the "Assignment and Assumption Agreement");

(iv) Intellectual Property Assignments executed by each of DSAP Sub relating to the DSAP IP Assets, DTAP Sub relating to the DTAP IP Assets, and HAP Sub relating to the HAP IP Assets, substantially in the form of Exhibit D attached hereto together with any short-form assignments requested by the Buyers for recordation with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other Governmental Entity or domain name registrar (collectively, the "Intellectual Property Assignments");

(v) one or more Transition Services Agreements, in the form attached hereto as Exhibit G, in all respects reasonably satisfactory to the Buyers and the applicable Sellers (each a "Transition Services Agreement");

(vi) a certificate signed by an authorized officer of each Seller to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) is satisfied in accordance with the terms thereof;

(vii) a bill of sale executed by each Seller effecting the transfer of certain Google Assets (as defined therein) owned by such Seller to the applicable Buyer (the "Google Assets Bills of Sale"); and

(viii) from each Seller, a duly completed and executed Internal Revenue Service Form W-9 certifying that such Seller is a "U.S. person" and is not subject to United States backup withholding.

(b) At the Closing, the Buyers shall deliver to the Sellers, the following documents, consideration and other items, duly executed by the Buyers, as applicable:

(i) the Purchase Price (less any Good Faith Deposit previously paid to Sellers under Section 2.12);

(ii) the Assignment and Assumption Agreement;

(iii) an Intellectual Property Assignment duly executed by each Buyer;

(iv) the Transition Services Agreement;

(v) a certificate to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) is satisfied in accordance with the terms thereof;

(vi) a Google Assets Bill of Sale duly executed by each Buyer; and

(vii) a copy of the Buyers' certificate of incorporation, certificate of formation or other formation document certified as of a date on or soon before the Closing Date by the Secretary of State (or comparable governmental officer) of the respective jurisdictions of the Buyers' incorporation or organization.

Section 2.10 Allocation. As soon as reasonably practicable and in no event later than sixty (60) days after the Closing Date, the Buyers shall provide the Sellers with a draft allocation of the Purchase Price for federal income tax purposes, including any liabilities properly included therein among the Acquired Assets and the agreements provided for herein, for federal, state and local income tax purposes (the "Initial Allocation"). In the event the Buyers fail to provide the Initial Allocation within such sixty (60) day period, then Sellers, may elect to deliver the Initial Allocation for review by Buyers pursuant to the following procedures. Within forty-five (45) days of the receipt of the Initial Allocation, the Sellers may deliver a written notice (the "Allocation Objection Notice") to the Buyers, setting forth in reasonable detail those items in the Initial Allocation that the Sellers dispute, if any. The Sellers may make reasonable inquiries of the Buyers and their accountants and Service Providers relating to the Initial Allocation, and the Buyers shall use reasonable efforts to cause any such accountants and Service Providers to cooperate with, and provide such requested information to, the Sellers in a timely manner. If prior to the conclusion

of such forty-five (45)-day period, the Sellers notify the Buyers in writing that they will not provide any Allocation Objection Notice or if the Sellers do not deliver an Allocation Objection Notice within such forty-five (45)-day period, then the Buyers' proposed Initial Allocation shall be deemed final, conclusive and binding upon each of the Parties. Within thirty (30) days of the Sellers' delivery of the Allocation Objection Notice, the Sellers and the Buyers shall attempt to resolve in good faith any disputed items, and failing such resolution, the unresolved disputed items shall be referred for final binding resolution to a mutually agreeable accounting firm (the "Arbitrating Accountant"). The fees and expenses of the Arbitrating Accountant shall be paid fifty percent (50%) by the Buyers and fifty percent (50%) by the Sellers. Such determination by the Arbitrating Accountant shall be (i) in writing, (ii) furnished to the Buyers and the Sellers as soon as practicable (and in no event later than thirty (30) days after the items in dispute have been referred to the Arbitrating Accountant), (iii) made in accordance with the principles set forth in this Section 2.10, and (iv) non-appealable and incontestable by the Buyers and the Sellers. As used herein, the "Allocation" means the allocation of the Purchase Price, the Assumed Liabilities and other related items among the Acquired Assets and the agreements provided for herein as finally agreed between the Buyers and the Sellers or ultimately determined by the Arbitrating Accountant, as applicable, in accordance with this Section 2.10. The Allocation shall be prepared in accordance with IRC Section 1060 and the treasury regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate). The Buyers and the Sellers shall each report the federal, state and local income and other Tax consequences of the transactions contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under IRC Section 1060 (or any successor form or successor provision of any future Tax Law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable Law. The Sellers shall provide the Buyers and the Buyers shall provide the Sellers with a copy of any information required to be furnished to the Secretary of the Treasury under IRC Section 1060.

Section 2.11 Proration of Taxes and Other Items. Except as otherwise provided in this Agreement with respect to Tax items allocable to a particular Party, to the extent that any of the items listed below in this Section 2.11 are paid by the Sellers prior to the Closing or are payable by the Buyers or the Sellers after the Closing Date, such items shall be apportioned as of the Closing Date such that (i) the Sellers shall be liable for (and shall reimburse the Buyers to the extent that the Buyers shall pay) that portion of such of the foregoing relating or attributable to periods prior to the Closing Date; and (ii) the Buyers shall be liable (and shall reimburse the Sellers, to the extent the Sellers shall have paid) that portion of the foregoing relating or attributable to periods on or after the Closing Date. Should any amounts to be prorated not have been finally determined on the Closing Date, a mutually satisfactory estimate of such amounts made on the basis of the Sellers' records shall be used as a basis for settlement at the Closing, and the amount finally determined will be prorated as of the Closing Date and appropriate settlement made as soon as practicable after such final determination, with final settlement to be made no later than sixty (60) days after the Closing Date. The items to be prorated in accordance with this Section 2.11 shall include, without limitation: (a) personal property, real estate, retail sales, occupancy and use Taxes, if any, on or with respect to the Business, the Acquired Assets and/or the Assumed Liabilities, except to the extent the date of the assessment of such Taxes falls before the Closing Date, in which case such Taxes shall be Excluded Liabilities; (b) lease payments under any

Assigned Contract that is a Lease for the month in which the Closing occurs; and (c) insurance premiums of any policies acquired by the Buyers at the Closing. The Sellers and the Buyers agree to furnish each other with such documents and other records as each Party reasonably requests in order to confirm all adjustment and proration calculations made pursuant to this Section 2.11.

Section 2.12 Good Faith Deposit. Upon Buyers' execution of this Agreement, the Buyers shall remit an earnest-money deposit in the amount of ten percent (10%) of the cash Purchase Price (i.e., $2,600,000.00) to a non-interest-bearing escrow account maintained by a Seller or Solutions (the "Good Faith Deposit"), which Good Faith Deposit shall be applied against the Purchase Price at Closing. The Good Faith Deposit shall be returned to the Buyers if the Buyers are not in breach under this Agreement and if the Agreement is terminated pursuant to any of the events set forth in Section 8.1 (other than Section 8.1(a)(iii) or Section 8.1(a)(vi) if, at the time of such termination under Section 8.1(a)(vi), Seller had the right to terminate under Section 8.1(a)(iii)). If Buyers are not entitled to a return of the Good Faith Deposit, the Good Faith Deposit shall be forfeited to the Sellers' estates in addition to any other remedies that may be available to Sellers under Law.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLERS.

Each Seller represents and warrants to the Buyers that except as set forth in the disclosure schedule accompanying this Agreement as of the date hereof and as of Closing (the "Disclosure Schedule"):

Section 3.1 Organization of Each Seller; Good Standing.

(a) Such Seller is a limited liability company or corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation or incorporation.

(b) Such Seller has all requisite limited liability company or corporate power and authority to own, lease and operate its assets and to carry on the Business as currently conducted.

(c) Such Seller is duly authorized to do business and is in good standing as a foreign limited liability company or corporation in each jurisdiction where the ownership or operation of the Acquired Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not, individually or in the aggregate, have a Material Adverse Effect.

(d) Except as set forth on Section 3.1(d) of the Disclosure Schedule, such Seller has no Subsidiaries. Except as set forth on Section 3.1(d) of the Disclosure Schedule, all outstanding equity interests of each Subsidiary of such Seller are held of record by such Seller and beneficially owned by such Seller, all outstanding equity interests of each Subsidiary, if any, of such Seller have been duly authorized and are fully paid and non-assessable. There are no outstanding or authorized, and there is no obligation of any Subsidiary of such Seller to issue or grant, any options, warrants, purchase rights, subscription rights, conversion rights, exchange

rights, preemptive rights, redemption rights, repurchase rights, rights of first refusal or other rights, or Contracts that could require any Subsidiary of such Seller to issue, sell or otherwise cause to become outstanding or that otherwise relate to the equity interests of any Subsidiary of such Seller or to redeem or otherwise acquire any of its outstanding equity interests, or obligate any Subsidiary of such Seller to grant, extend or enter into any such agreements.

Section 3.2 Authorization of Transaction. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing:

(a) Such Seller has all requisite limited liability company or corporate power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and all Related Agreements to which such Seller is a party have been duly authorized by such Seller, and no other limited liability company or corporate action on the part of such Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the transactions contemplated hereby or thereby; and

(b) This Agreement has been duly and validly executed and delivered by such Seller, and, upon execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which such Seller is a party will have been duly and validly executed and delivered by such Seller. Assuming that this Agreement constitutes a valid and legally binding obligation of the Buyers, this Agreement constitutes the valid and legally binding obligations of such Seller, enforceable against such Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming, to the extent that it is a party thereto, that each Related Agreement constitutes a valid and legally binding obligation of the Buyers, each Related Agreement to which such Seller is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of such Seller, as applicable, enforceable against such Seller in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Consents and Approvals.

(a) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) conflict with or result in a breach of the certificate of incorporation, certificate of formation, limited liability company agreement, by-laws or other organizational documents of such Seller, (ii) violate any Law to which such Seller is, or its respective assets or properties are, subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any Contract to which such Seller is a party or by which it is bound or to which any of the Acquired Assets is subject, except as set forth on Section 3.3(a) of the Disclosure Schedule, and in the case of clause (ii) or (iii), for such violations, conflicts, breaches, defaults, accelerations, rights or failures to give notice that are not, or not reasonably likely to be, material.

(b) Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing and except as set forth on Section 3.3(b) of the Disclosure Schedule, no Consent, notice or filing is required to be obtained by such Seller from, or to be given by such Seller to, or made by such Seller with, any Governmental Entity in connection with the execution, delivery and performance by such Seller of this Agreement or any Related Agreement. Subject to the Sale Order having been entered and still being in effect (and not subject to any stay pending appeal at the time of Closing) and except as set forth on Section 3.3(b) of the Disclosure Schedule, no Consent, notice or filing is required to be obtained by such Seller from, or to be given by such Seller to, or made by such Seller with, any Person that is not a Governmental Entity in connection with the execution, delivery and performance by such Seller of this Agreement or any Related Agreement and except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, have a Material Adverse Effect.

Section 3.4 Title to Acquired Assets. Each Seller has good and valid title to, or, in the case of leased assets, has good and valid leasehold interests in, the Acquired Assets, and at the Closing will convey the Acquired Assets free and clear of all Liens (except for Permitted Liens). Assuming the receipt of all required consents, the employment or replacement by the Buyers of substantially all of the active employees of the Business, and the assignment of all Assumed Contracts material, individually or in the aggregate, to the Business, and provided the Buyers replace the assets specified in the definition of "Excluded Assets" on the Closing Date, the Acquired Assets will constitute, as of the Closing Date, taking into account all provisions of this Agreement and the Related Agreements, all of the properties, rights, interests and other tangible and intangible assets necessary to enable the Buyers to own and use the Acquired Assets in the manner which the Acquired Assets are being owned and used as of the Closing Date. The Acquired Assets are free from any material defect or deficiency, ordinary wear and tear excepted, and, subject to quality or safety retention holds, consist of a quality historically usable and/or saleable in the Ordinary Course of Business.

Section 3.5 Contracts.

(a) Section 3.5(a) of the Disclosure Schedule sets forth, to the Sellers' Knowledge, a true, correct and complete list of all Material Contracts to which any Seller is a party with respect to the Business and copies of all such Contracts and all other material Contracts or instruments entered into or delivered in connection therewith, as amended through the date hereof, have been delivered to or made available to the Buyers. Section 3.5(a) of the Disclosure Schedule specifically identifies the following Contracts related to the Business to which such Seller is a party with respect to the Business or by which the Business is bound (each item disclosed or required to be disclosed on Section 3.5(a) of the Disclosure Schedule, a "Material Contract"):

(i) any Contract for the lease of personal property to or from any Person providing for lease payments in excess of $50,000 per annum;

(ii) any Contract for the purchase or sale of equipment, supplies, products, goods on order, Inventory (as defined in the UCC) or other personal property, the performance of which will extend over a period of more than six months after the Closing Date or involves consideration in excess of $50,000 per annum;

(iii) any Contract, excluding any employment Contract, for services, including services performed by any Service Provider involving consideration in excess of $50,000 per annum;

(iv) any employment Contract providing for services performed by any Service Provider involving consideration in excess of $50,000 per annum;

(v) any Contract that is a collective bargaining agreement;

(vi) any licenses of Intellectual Property to or from any Person (other than licenses for commercially available, off-the-shelf, or click-wrap software);

(vii) any Contract prohibiting such Seller from freely engaging in any material business (other than pursuant to any radius restriction contained in any lease, reciprocal easement or development, construction, operating or similar agreement);

(viii) any Contract relating to Indebtedness;

(ix) any Contract (including the Leases) that involves the lease of real property or that obligates such Seller to purchase real property;

(x) any Contract granting to any Person an option or a first refusal, first-offer, or similar preferential right to purchase or acquire any of the Acquired Assets;

(xi) any Contract that creates or governs a partnership, joint venture, strategic alliance or similar arrangement;

(xii) any Contract with (A) any Related Party or (B) any Affiliate of such Seller relating to services necessary for the operation of the Business provided by such Affiliate to Seller and other Affiliates of Seller;

(xiii) any Contract with a qualifying license holder pursuant to which such Person qualifies a license or licenses on behalf of such Seller; and

(xiv) any Contract between such Seller (or its predecessor-in-interest) and any Person restricting the ability of such Person (A) to engage in, or to compete with any other Person in, any business, including each Contract containing exclusivity provisions restricting the geographical area in which, or the method by which, any business may be conducted by such Person, or (B) to solicit any Person;

(b) Each Material Contract is valid and binding on the Seller party thereto in accordance with its terms and is in full force and effect. Except as set forth on Section 3.5 of the Disclosure Schedule, none of the Sellers or, to the Sellers' Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract.

Section 3.6 Legal Compliance. Such Seller is in material compliance with all Laws applicable to the Business or the Acquired Assets, and such Seller has not received any written

notice within the past twelve (12) months relating to violations or alleged violations or material defaults under any Law, Decree or any Permit, in each case, with respect to the Business.

Section 3.7 Litigation. Except as set forth on Section 3.7 of the Disclosure Schedule, there is no Litigation pending or, to the Knowledge of the Sellers, threatened, before any Governmental Entity brought by or against such Seller, whether on an individual or a class-action basis, and including any investigations by any attorney general or similar office on behalf of any Governmental Entity, that, if adversely determined, would be material to the Business or materially impair such Seller's ability to consummate the transactions contemplated hereby or by the Related Agreements.

Section 3.8 Environmental, Health and Safety Matters.

(a) Except as set forth on Section 3.8 of the Disclosure Schedule, each Seller is, and since January 1, 2020, has been, in compliance in all material respects with all applicable Environmental, Health and Safety Requirements with respect to the Leased Real Property, and there are no material Liabilities under any Environmental, Health and Safety Requirements with respect to the Business. There has been no release of hazardous substances or materials in contravention of any environmental law with respect to the Business, the Acquired Assets or the Leased Real Property, and no Seller has received any notice from a governmental authority or similar governing body that the Business or any of the Acquired Assets or Leased Real Property has been contaminated with any hazardous substance or material which would reasonably be expected to result in an claim against, or a violation of applicable law or term of any environmental permit by, any Seller.

(b) Except as set forth on Section 3.8 of the Disclosure Schedule, since January 1, 2020, such Seller has not received any written notice or report regarding any violation of Environmental, Health and Safety Requirements or any Liabilities relating to the Business or any Leased Real Property arising under Environmental, Health and Safety Requirements. There are no Decrees outstanding, or any Litigations pending or, to the Knowledge of the Sellers, threatened, relating to compliance with or Liability under any Environmental, Health and Safety Requirements affecting the Business or any Leased Real Property.

(c) Such Seller has made available to the Buyers such environmental reports, documents, studies, analyses, investigations, audits and reviews in such Seller's possession as necessary to reasonably disclose to the Buyers any material environmental, health or safety Liability known to such Seller with respect to the Leased Real Property.

Section 3.9 Employees and Employment Matters.

(a) Such Seller is not a party to or bound by any collective bargaining agreement covering the Transferred Employees, nor has any of them experienced any strike, walkout, work stoppage or other material collective bargaining dispute with respect to the Business within the twelve (12) months prior to the date hereof. No Seller has committed any material unfair labor practice within the twelve (12) months prior to the date hereof. Within the twelve (12) months prior to the date hereof, no Seller has implemented any plant closing or layoff of the Transferred Employees in violation of the United States Worker Adjustment and Retraining

Notification Act, or any similar applicable Law (collectively, the "WARN Act"). Except as set forth on Section 3.9(a) of the Disclosure Schedule, no Seller is a party to any pending, or, to the Knowledge of the Sellers, threatened employment-related matters, and is in material compliance with all employment Laws.

(b) Except as set forth on Section 3.9(b) of the Disclosure Schedule, there are no written employment contracts or severance agreements with any Transferred Employees.

(c) Attached hereto as Section 3.9(c)(i) of the Disclosure Schedule is an accurate and complete list of each Seller's employees and information regarding those employees. Such Seller does not use any temporary or leased employees. All employees are employed at-will. Except as set forth in Section 3.9(c)(ii) of the Disclosure Schedule, since January 1, 2025, no Seller has (i) granted any bonuses, whether monetary or otherwise, or increased any wages, salary, severance, pension or other compensation or benefits in respect of any current or former employees, officers, directors, independent contractors, or consultants of the Business other than in the ordinary course of business, (ii) changed the terms of employment for any employee of the Business in any material respect (and other than any change made in the ordinary course of business). Each Seller is in compliance in all material respects, with all applicable employment laws and regulations, including those relating to wages (including wage transparency and wage statements), pay disclosure, classification of employees, vacation, accruals, hours, overtime, meal and rest breaks, reimbursements, leaves of absence, human rights, equal opportunity, pay equity, accessibility, fair labor standards, employment standards, nondiscrimination, workers compensation, occupational health and safety, labor relations, restrictive covenants or other similar agreements, collective bargaining, immigration, and the payment of social security and other payroll Taxes. Such Seller is in compliance in all material respects with all immigration laws and all laws relating to verification of employment authorization. Such Seller has verified that all employees are legally authorized to work in the United States. During the past three years, such Seller has not settled for any material liability any sexual harassment or sexual misconduct claims and there are no such settlements pending. Such Seller does not reasonably expect any material liability with respect to sexual misconduct allegations by any employee, officer or manager of Seller.

Section 3.10 Employee Benefit Plans.

(a) Section 3.10 of the Disclosure Schedule lists each Employee Benefit Plan that such Seller maintains with respect to the Transferred Employees. With respect to each such Employee Benefit Plan:

(i) such plan, if intended to meet the requirements of a "qualified plan" under Section 401(a) of the IRC, has received a favorable determination letter from the United States Internal Revenue Service or may rely on a favorable opinion letter issued by the Unites States Internal Revenue Service; and

(ii) Such Seller has made available to the Buyers summaries of all such Employee Benefit Plans.

(b) Each Employee Benefit Plan has been established, funded, maintained and administered, in each case, in all material respects, in accordance with its terms and all applicable Laws. There is no material pending or, to the Knowledge of the Sellers, threatened, Litigation relating to the Employee Benefit Plans. Such Seller does not maintain, sponsor or contribute to, and has not maintained, sponsored or contributed to, (i) any plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the IRC, (ii) any "multiemployer plan" (as defined in Section 3(37) of ERISA), (iii) any "multiple employer plan" (as defined in Section 413(c) of the IRC), or (iv) any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA).

Section 3.11 Leased Real Property. Section 3.11 of the Disclosure Schedule sets forth the address of each Leased Real Property, and a true and complete list of all Leases for such Leased Real Property. Such Seller has made available to the Buyers true and complete copies of such Leases. With respect to each of the Leases: (a) such Lease is legal, valid, binding, enforceable and in full force and effect against such Seller subject to proper authorization and execution of such Lease by the other party thereto and the application of any bankruptcy or other creditor's rights Laws; and

(a) other than as set forth on Section 3.11 of the Disclosure Schedule, except as to the pendency of Sellers' Chapter 11 Cases, such Seller is not in breach or default under such Lease.

(b) all utilities currently servicing the Leased Real Property used in the Business are installed, connected and operating, with all charges paid in full and there are no inadequacies in any material respect with respect to such utilities. There are no defects, rights, violations, directives, notices, judgments, orders, licenses, permits or conditions affecting such Leased Real Property which could be expected to materially impair or restrict the future use of such Leased Real Property or the conduct of the Business by Buyers immediately following the Closing. Such Leased Property has been operated and maintained in compliance, in all material respects, with applicable law.

Section 3.12 Permits. Section 3.12 of the Disclosure Schedule contains a list of all material Permits (other than building/construction permits pulled by the Sellers with respect to individual jobs) that such Seller holds in connection with the operations of the Business and whether such Permits are Assumable Permits. All such Permits are in full force and effect, and all fees and charges with respect to the Permits have been paid in full as of the date hereof. There is no Litigation pending, nor to the Knowledge of the Sellers, threatened, that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Permits. Other than Sellers' Chapter 11 Cases, to the Knowledge of Seller, no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation or suspension of any material Assumable Permit.

Section 3.13 Insurance. Section 3.13 of the Disclosure Schedule contains a list of all primary, excess and umbrella insurance policies, bond and other forms of material insurance owned or held by or on behalf, or providing insurance coverage to the Business, such Seller and its operations, properties and assets (collectively, the "Insurance Policies"), excluding director and officer, fiduciary or executive liability policies. The term "Insurance Policies" does not include

policies of insurance that fund or relate to any Employee Benefit Plan. All of the Insurance Policies are in full force and effect and no written notice of cancellation or termination has been received by the Sellers with respect to any of the Insurance Policies.

Section 3.14 Absence of Changes. Except as set forth on Section 3.14 of the Disclosure Schedule, except with respect to the Sellers' Chapter 11 Cases, since January 1, 2024, the Business has been conducted only in the Ordinary Course of Business, and there is no state of facts, change, event, effect, development, condition, circumstance or occurrence that has occurred or, to the Knowledge of the Sellers, been threatened that (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences) has had or is reasonably likely to have, a Material Adverse Effect. Without limiting the generality of the foregoing sentence, except with respect to the Sellers' Chapter 11 Cases, since September 1, 2024, such Seller used commercially reasonable efforts to (i) preserve intact its current business organization in all material respects and qualifications to conduct business and (ii) retain and keep available the services of certain key employees and contractors necessary to conducts its business in all material respects. Without limiting the generality of the first sentence of this Section, since September 1, 2024, there has not been any transfer, assignment, sale, or other disposition of any of the Acquired Assets shown or reflected in the Interim Financial Statements, except for the sale of inventory in the Ordinary Course of Business, and there has not been any material damage, destruction or loss, or any material interruption in use, of any Acquired Assets, whether or not covered by insurance.

Section 3.15 Intellectual Property. Section 3.15 of the Disclosure Schedule sets forth a true and complete list of all Intellectual Property owned by such Seller that is an issued patent, a registration or an application for a patent or registration and all material unregistered trademarks and software owned by such Seller. In addition, Section 3.15 of the Disclosure Schedule sets forth a true and complete list of all material Intellectual Property used by each such Seller (other than licenses for commercially available, off-the-shelf or click-wrap software). All such Intellectual Property and all rights therein or associated therewith are valid and enforceable. The use and commercial exploitation of the Intellectual Property Assets has not infringed or otherwise violated, and does not infringe or otherwise violate, any Intellectual Property of any other Person and, to the Sellers' Knowledge, no Person is infringing or otherwise violating the Intellectual Property Assets of the Sellers.

Section 3.16 Taxes. Each Seller has complied with all laws relating to Taxes in all material respects. Each Seller has timely filed all income and other material Tax Returns required to be filed by it with respect to the Business, Acquired Assets or Transferred Employees and all such Tax Returns were true, correct and complete in all respects. All Taxes due and owing by the Sellers (including Taxes withheld or required to have been withheld by the Sellers) have been timely paid in full. There are no Liens for Taxes (other than Permitted Liens) on any of the Acquired Assets. No Seller has been audited by any federal, state, or local taxing authority, and there are no Tax audits, assessments or other actions in process or pending with respect to the Business, Acquired Assets or Transferred Employees. No Seller has (i) received from any Governmental Entity any Tax ruling, administrative relief, technical advice or change of method of accounting relating to or affecting the Business, Acquired Assets or Transferred Employees or made any request therefor that is still pending or (ii) executed or entered into a closing agreement

relating to or affecting the Business, Acquired Assets or Transferred Employees pursuant to Section 7121 of the IRC or any predecessor provision thereof or any similar provision of any Law. No Seller has received a written claim from a Governmental Entity in a jurisdiction in which it does not file a Tax Return that it may be subject to taxation by (or required to file a Tax Return in) that jurisdiction that has not yet been settled or otherwise resolved. No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency, which waiver or extension is currently effective, nor has any Seller made any request in writing for any such extension or waiver that is currently outstanding. No Seller has commenced a voluntary disclosure proceeding in any state or local or non-U.S. jurisdiction that has not been fully resolved or settled (and paid).

Section 3.17 Affiliate Transactions. Except as set forth in Section 3.17 of the Disclosure Schedule, no officer, director, member, partner, employee or Affiliate of such Seller, or any individual related by blood, marriage or adoption to any such Person (a) is a party to any agreement, contract, commitment or transaction with any Seller, or (b) has any interest in any Acquired Asset or other property used by any Seller (including any proprietary or Intellectual Property rights) in connection with the Business.

Section 3.18 Financial Statements. Attached hereto as Section 3.18 of the Disclosure Schedule are each Seller's internal income statement for the fiscal year ending on, December 31, 2024 (the "Financial Statements"). Each of the attached Financial Statements has been prepared on a consistent basis throughout the periods covered thereby and, to the Sellers' Knowledge, presents fairly in all respects the results of operations of such Seller for such periods, and are consistent with the books and records of such Seller (which books and records are correct and complete in all material respects).

Section 3.19 Products and Services. Each product sold, distributed, or installed, and each service provided by, such Seller, conformed (in all material respects) with industry practices and contractual commitments and requirements of applicable law, including any express or implied warranties.

Section 3.20 Brokers' Fees. None of Sellers, Solutions nor any of their Affiliates has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyers could become liable or obligated to pay.

Section 3.21 No Other Representations or Warranties. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), neither such Seller nor any other Person makes (and the Buyers are not relying upon) any other express or implied representation or warranty with respect to such Seller, the Business, the Acquired Assets (including the value, condition or use of any Acquired Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and such Seller disclaims any other representations or warranties, whether made by such Seller, any other Seller, any Affiliate of any Seller or any of their respective officers, directors, employees, agents or Representatives. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), such Seller (i) expressly disclaims and negates any representation or warranty, express or implied, at common

law, by statute or otherwise, relating to the condition of the Acquired Assets (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose, or of the probable success or profitability of the ownership, use or operation of the Business or the Acquired Assets by the Buyers after the Closing), and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyers or their Affiliates or Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyers by any director, officer, employee, agent, consultant or Representative of such Seller). The disclosure of any matter or item in the Disclosure Schedule shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYERS

The Buyers represent and warrant to the Sellers as of the date hereof and as of the Closing as follows:

Section 4.1 **Organization of the Buyers**. The DTAP Sub Buyer and the HAP Sub Buyer are limited liability companies duly organized, validly existing and in good standing under the Laws of the State of Delaware and have all requisite limited liability company power and authority to own, lease and operate their assets and to carry on their business as now being conducted. The DSAP Sub Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Louisiana and has all requisite limited liability company power and authority to own, lease and operate their assets and to carry on its business as now being conducted.

Section 4.2 **Authorization of Transaction**.

(a) Each Buyer has full power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder.

(b) The execution, delivery and performance of this Agreement and all other Related Agreements to which each Buyer is a party have been duly authorized by such Buyer, and no other limited liability company action on the part of such Buyer is necessary to authorize this Agreement or the Related Agreements to which it is a party or consummate the transactions contemplated hereby or thereby.

(c) This Agreement has been duly and validly executed and delivered by each Buyer, and, upon execution and delivery or the Related Agreements in accordance with the terms of this Agreement, each of the Related Agreements to which such Buyer is a party will have been duly and validly executed and delivered by such Buyer. Assuming that this Agreement constitutes a valid and legally binding obligation of the Sellers, this Agreement constitutes a valid and legally binding obligation of the Buyers, enforceable against the Buyers in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming that each Related

Agreement constitutes a valid and legally binding obligation of the Sellers, each Related Agreement to which the Buyers are a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of the Buyers, enforceable against the Buyers in accordance with the respective terms and conditions or the Related Agreements, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 4.3 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will (i) conflict with or result in a breach of the certificate of formation, or limited liability company agreement, or other organizational documents of the Buyers, (ii) subject to any consents required to be obtained from any Governmental Entity, violate any Law to which the Buyers are, or their assets or properties are subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract to which the Buyers are a party or by which they are bound, except, in the case of either clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Buyers to consummate the transactions contemplated by this Agreement or by the Related Agreements. The Buyers are not required to give any notice to, make any filing with or obtain any authorization, consent or approval of any Governmental Entity in order for the Parties to consummate the transactions contemplated by this Agreement or any of the Related Agreement, and except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Buyers to consummate the transactions contemplated by this Agreement or by the Related Agreements.

Section 4.4 Litigation. As of the date hereof, (i) the Buyers are not subject to any outstanding Decree and (ii) the Buyers are not a party or, to the Knowledge of the Buyer, received any credible, written threat that they will be made a party to any Litigation, in either case, which would be reasonably likely to materially prevent, restrict or delay the consummation of the transactions contemplated hereby or by any Related Agreement.

Section 4.5 Brokers' Fees. Neither the Buyers nor any of their Affiliates has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated to pay.

Section 4.6 Financial Capacity

The Buyers (a) have the resources (including sufficient funds available to pay the Purchase Price and any other expenses and payments incurred by the Buyers in connection with the transactions contemplated by this Agreement) and capabilities (financial or otherwise) to perform their obligations hereunder, and (b) have not incurred any obligation, commitment, restriction or Liability of any kind, that would reasonably be expected to impair or adversely affect such resources and capabilities.

Section 4.7 Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, the Buyers acknowledge and agree that the Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly set forth in Article III (as amended, supplemented and modified by the Disclosure Schedule), and the Buyers acknowledge and agree that, except for the representations and warranties contained therein, the Acquired Assets and the Business are being transferred on a "where is" and, as to condition, "as is" basis. Any claims the Buyers or any of their Affiliates may have for breach of representation or warranty shall be based solely on the representations and warranties set forth in Article III (as amended, supplemented and modified by the Disclosure Schedule). The Buyers further represent that no Seller nor any other Person has made, and the Buyers are not relying upon, any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding any Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in Article III, and no Seller or any other Person will have or be subject to any liability to the Buyers or any other Person resulting from the distribution to the Buyers or any of its Representatives or the Buyers' use of any such information. The Buyers represent that they are sophisticated entities that were advised by knowledgeable counsel and financial and other advisors and hereby acknowledge that they have conducted, to their satisfaction, their own independent investigation and analysis of the Business (including its financial condition), the Acquired Assets and the Assumed Liabilities and, in making the determination to proceed with the transactions contemplated by this Agreement, the Buyers have relied solely on the results of their own independent investigation and the express representations and warranties set forth in Article III. Notwithstanding anything to the contrary, nothing in this Section 4.7 shall be deemed to constitute a waiver by the Buyers of gross negligence, bad faith or willful misconduct on the part of any Seller or any Seller's Affiliates, Related Parties or Representatives.

Section 4.8 Adequate Assurances Regarding Executory Contracts. The Buyers as of the Closing will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

Section 4.9 Good Faith Purchaser. The Buyers are "good faith" purchasers, as such term is used in the Bankruptcy Code and court decisions thereunder. The Buyers are entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Acquired Assets. The Buyers have negotiated and entered into this Agreement in good faith and without collusion or fraud of any kind.

Section 4.10 No Other Representations or Warranties. Except for the representations and warranties contained in this Article IV, neither Buyers nor any other Person makes (and the Sellers are not relying upon) any other express or implied representation or warranty with respect to the Buyers, and the Buyers disclaim any other representations or warranties, whether made by Buyers, any Affiliate of Buyers, or any of their respective officers, directors, employees, agents or Representatives. Except for the representations and warranties contained in this Article IV, Buyers (i) expressly disclaim and negate any representation or warranty, express or implied, at common law, by statute or otherwise, and (ii) disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Sellers or their Affiliates or Representatives (including any opinion,

information, projection or advice that may have been or may be provided to a Seller by any director, officer, employee, agent, consultant or Representative of Buyers).

ARTICLE V
PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Certain Efforts; Cooperation. Subject to the Sellers' rights in connection with pursuing an Alternative Transaction pursuant to, and in accordance with, the Bidding Procedures Order, each of the Parties shall use commercially reasonable best efforts to obtain entry of the Bidding Procedures Order and Sale Order and to make effective the transactions contemplated by this Agreement on or prior to the End Date, except as otherwise provided in Section 5.2 or as otherwise expressly provided in this Agreement. Without limiting the generality of the foregoing, each of the Parties shall use commercially reasonable best efforts not to take any action, or permit any of its Subsidiaries to take any action, to materially diminish the ability of any other Party to consummate, or materially delay any other Party's ability to consummate, the transactions contemplated hereby, including taking any action that is intended or would reasonably be expected to result in any of the conditions to any other Party's obligations to consummate the transactions contemplated hereby set forth in Article VII to not be satisfied.

Section 5.2 Notices and Consents. To the extent required by the Bankruptcy Code or the Bankruptcy Court, the Sellers shall give any notices to third parties, and the Sellers shall use commercially reasonable best efforts to obtain any third-party consents or sublicenses, in connection with the matters referred to in Section 5.2 of the Disclosure Schedule.

Section 5.3 Bankruptcy Actions.

(a) The Sellers shall use commercially reasonable best efforts to cause each of Bidding Procedures Order, Sale Order and the Assumption Approval to be issued, entered and become a Final Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court.

(b) The Sellers shall provide appropriate notice of the hearings on the Bidding Procedures, the Assumption Approval and Sale Motion, as is required by the Bankruptcy Code and the Bankruptcy Rules to all Persons entitled to notice, including all Persons that have asserted Liens in the Acquired Assets, all parties to Contracts and Leases and all Taxing and environmental authorities in jurisdictions applicable to any Seller. The Sellers shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court.

(c) Following entry of the Bidding Procedures Order, the Sellers shall serve a cure notice (the "Cure Notice") by on all non-debtor counterparties to all Contracts and Leases and provide a copy of the same to the Buyers pursuant to the procedures approved in the Bidding Procedures Order. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Buyers as either assumed or rejected, and the timing and procedures relating to such designation, and, to the extent applicable (i) the title of the Contract or

Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the applicable Seller's good-faith estimates of the Cure Amounts required in connection with such Contract or Lease, (iv) the identity of the Buyer, and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure, and the procedures relating thereto.

(d) The Bidding Procedures Order shall be approved by the Bankruptcy Court on or before forty-five days following the Petition Date and shall approve the Bidding Protections in all material respects.

(e) Without limiting its other obligations under this Agreement, the Sellers shall promptly take such actions as are reasonably requested by the Buyers to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(f) Without limiting its other obligations under this Agreement, the Buyers shall promptly take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Sale Order, including a finding of adequate assurance of future performance by the Buyers, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(g) If an appeal is taken, or petition for certiorari or motion for rehearing or re-argument filed, or a stay pending appeal is requested from either the Bidding Procedures Order or the Sale Order, the Sellers will notify the Buyers of such appeal, petition, motion or stay request and the Sellers, with input from the Buyers, will take all reasonable steps to defend against such appeal, petition, motion or stay request.

Section 5.4 **Conduct of Business**. Except as may be (i) required by the Bankruptcy Court, the Bankruptcy Code, or applicable Law, or (ii) agreed to in writing by the Buyers, from the date hereof until the Closing, the Sellers shall:

(a) use commercially reasonable efforts to operate the Business in the Ordinary Course of Business, including maintaining adequate levels of insurance and performing routine maintenance and repairs;

(b) pay all administrative claims in the Ordinary Course of Business;

(c) remain current on payment and performance obligations per contract terms with all Key Vendors from the Petition Date through the Closing Date.

(d) maintain in effect all material Permits;

(e) not amend their articles of incorporation, bylaws or other similar organizational documents (whether by merger, consolidation or otherwise) in a manner materially adverse to the Buyers;

(f) not split, combine or reclassify their shares of capital stock or membership interests or declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect thereof;

(g) not change their methods of accounting, except as required by concurrent changes in GAAP;

(h) not waive or release any material right or claim of the Business (other than any right or claim to the extent relating to any Excluded Assets or Excluded Liabilities), other than in the Ordinary Course of Business or as otherwise provided for in any order entered in the Sellers' Chapter 11 Cases, including concerning debtor-in-possession financing;

(i) not incur or suffer to exist any indebtedness for borrowed money except any such indebtedness that is an Excluded Liability or as otherwise provided for in any order entered in the Sellers' Chapter 11 Cases, including concerning debtor-in-possession financing;

(j) not acquire, by merger or consolidation with, or by purchase of all or a substantial portion of the assets or stock of, or by any other manner, any business or entity, make any investment in any Person or enter into any joint venture, partnership or other similar arrangement for the conduct of the Business; or

(k) not agree in writing to take any of the foregoing actions or support any other Person to take any of the foregoing actions.

Section 5.5 Notice of Developments. From the date hereof until the Closing Date, the Sellers shall promptly disclose to the Buyers, on the one hand, and the Buyers shall promptly disclose to the Sellers, on the other hand, in writing after attaining Knowledge of (i) the occurrence or non-occurrence of any event or the existence of any fact or condition that would cause or constitute a breach of any of its representations or warranties had any such representation or warranty been made as of the time of such Party's discovery of such event, fact or condition and (ii) any material failure on its part to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.5 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement.

Section 5.6 Access. Upon reasonable advance written request by the Buyers, the Sellers shall permit the Buyers and their Representatives to have reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of the Sellers, to all premises, properties, personnel, Records, Contracts and Leases related to the Sellers, in each case, for the sole purpose of evaluating the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law.

Section 5.7 Bulk Transfer Laws. Each Seller shall ensure that the Sale Order shall provide either that (a) such Seller has complied with any applicable bulk sale or bulk transfer Laws of any jurisdiction in connection with the transactions contemplated by this Agreement or

(b) compliance with such Laws described in clause (a) is not necessary or appropriate under the circumstances. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Liens other than Permitted Liens in the Acquired Assets to the maximum extent permitted by law, including any Liens arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

Section 5.8 Post-Closing Operation of the Sellers. The Sellers hereby acknowledge and agree that upon the consummation of the transactions contemplated hereby, the Buyers shall have the sole right to the use of the names set forth on Exhibit F or similar or other relevant names or any service marks, trademarks, trade names, identifying symbols, logos, emblems or signs containing or comprising the foregoing, including any name or mark confusingly similar thereto (collectively, the "Assumed Trade Names"). After the Closing Date, none of the Sellers nor any of their respective Affiliates shall use the name or mark set forth on Exhibit F or any derivatives thereof or other relevant names or service marks (collectively, the "Assumed Marks"). Within thirty (30) days after the termination of the Transition Services Agreement, the Sellers and their respective controlled Affiliates shall promptly file with the applicable Governmental Entities all documents reasonably necessary to delete from their names the Assumed Trade Names and/or Assumed Marks shall do or cause to be done all other acts, including the payment of any fees required in connection therewith, to cause such documents to become effective as promptly as reasonably practicable. Notwithstanding the foregoing, Sellers shall retain the right to use such Assumed Trade Names/Assume Marks through the date of the Final Decree in the Sellers' Chapter 11 Cases or the closure of the Sellers' bankruptcy case.

Section 5.9 Transfer of Permits. From and after the date hereof, and for up to ninety (90) days after the Closing Date (subject to the prior entry by the Bankruptcy Court of an order confirming a Chapter 11 plan or dismissing all of the Sellers' Chapter 11 Cases) and, subject to the Sellers having appropriate levels of resources and personnel after the Closing Date, the Sellers, shall reasonably cooperate to transfer to Buyers as of the Closing Date (or as soon as reasonably practicable thereafter) all Permits included in the Acquired Assets; provided, that Buyers shall compensate the Sellers for any reasonable, out-of-pocket, non-fixed costs with respect to the foregoing.

Section 5.10 Bankruptcy Court Approval.

(a) The Buyers and the Sellers acknowledge that, under the Bankruptcy Code, the sale of Acquired Assets is subject to approval of the Bankruptcy Court. The Buyers and the Sellers acknowledge that to obtain such approval, the Sellers must demonstrate that they have taken reasonable steps to obtain the highest or best value possible for the Acquired Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Acquired Assets to prospective bidders, entertaining higher or better offers from qualified bidders and, if necessary, conducting an Auction and selling the Acquired Assets to another qualified bidder.

(b) The Buyers and the Sellers acknowledge that, under the Bankruptcy Code, the sale of Acquired Assets is subject to approval of the Bankruptcy Court. The Buyers and the Sellers acknowledge that to obtain such approval, the Sellers must demonstrate that they have

taken reasonable steps to obtain the highest or best value possible for the Acquired Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Acquired Assets to prospective bidders, entertaining higher or better offers from qualified bidders and, if necessary, conducting an Auction and selling the Acquired Assets to another qualified bidder.

ARTICLE VI
OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

Section 6.1 **Cooperation**. Each of the Parties shall cooperate with each other and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Acquired Assets and Assumed Liabilities from the Sellers to the Buyers and to minimize the disruption to the Business resulting from the transactions contemplated hereby. The Sellers shall reasonably (i) provide any information necessary or reasonably requested to allow the Buyers to comply with any information reporting or withholding requirements contained in the IRC or other applicable Laws or to compute the amount of payroll or other employment Taxes due with respect to any payment made in connection with this Agreement; and (ii) provide certificates or forms, and timely execute any Tax Return, that are necessary or appropriate to establish an exemption for (or reduction in) any Transfer Tax.

Section 6.2 **Further Assurances**. In case at any time from and after the Closing Date any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Sale Order, at any Party's request and sole cost and expense, each Party shall take such further action (including the execution and delivery to any other Party of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption or confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to the Buyers all of the Acquired Assets, to confirm the Buyers' assumption of the Assumed Liabilities and to confirm Sellers' retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 6.2, to the extent that either the Buyers or the Sellers discover any additional assets or properties which should have been transferred or assigned to the Buyers as Acquired Assets but were not so transferred or assigned, the Buyers and the Sellers shall cooperate and execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property to the applicable Buyer, and no additional consideration shall be due from the Buyers in connection therewith; provided, that Buyers shall compensate the Sellers for any reasonable, out-of-pocket, non-fixed costs with respect to the foregoing.

Section 6.3 **Availability of Business Records**. From and after the Closing Date, the Buyers shall reasonably promptly provide to the Sellers and their respective Representatives (after reasonable notice and during normal business hours and without charge to Seller), at the Sellers' sole cost and expense, access to all Records included in the Acquired Assets for periods prior to the Closing (as long as such access does not unreasonably interfere with the Buyers' business operations) to the extent such access is necessary in order for any Seller to comply with its obligations to administer Sellers' Chapter 11 Cases or applicable Law or any contract to which it is a party, and so long as such access is subject to an obligation of confidentiality, and shall

preserve such Records until the latest of (i) four (4) years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Sellers' Chapter 11 Cases, and (iv) in the case of Records related to Taxes, the expiration of the statute of limitations applicable to such Taxes. Such access shall include access to any information in electronic form to the extent reasonably available. The Buyers acknowledge that the Sellers have the right to retain copies of all of Records included in the Acquired Assets for periods prior to the Closing subject to all confidentiality agreements applicable thereto. Prior to destroying any material Records included in the Acquired Assets for periods prior to the Closing, the Buyers shall notify the Sellers thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and the Buyers shall permit the Sellers to retain such Records. With respect to any litigation and claims that are Excluded Liabilities, the Buyers shall render, at the Sellers' expense, all reasonable assistance that the Sellers may request in defending such litigation or claim and shall make reasonable efforts to make personnel most knowledgeable about the matter in question available to the Sellers.

Section 6.4 Employee Matters.

(a) The HAP Sub Buyer shall offer employment on or prior to the Closing Date to (i) at least two-thirds of the then-active employees of the Business employed by HAP Sub who have proper authorization to work in the United States and may lawfully be employed by HAP Sub Buyer and (ii) DSAP Sub Buyer and DTAP Sub Buyer may offer certain of the then-active employees of the Business employed by DSAP Sub and DTAP Sub, as applicable, identified by the Buyers in their sole and absolute discretion (such employees in (i) and (ii) who accept such offers of employment from the applicable Buyer, the "Transferred Employees"). Such offers of employment made by a Buyer shall require a commencement date of employment with the applicable Buyer on or as soon as practicable after the Closing Date, include at least the same base salary or hourly wage rate and commissions that such employees received immediately prior to the Closing Date, and include such other terms and conditions (e.g., position, duties, and eligibility for group benefit plans) solely to the extent to ensure that the transactions contemplated by this Agreement do not trigger the WARN Act or similar state and local Laws (collectively, "Similar Employment Terms"). The Sellers shall have no liability or obligation to (x) any Transferred Employee with respect to their employment with the applicable Buyer after the Closing Date or (y) any such Person who is offered but declines Similar Employment Terms by the applicable Buyer with respect to liabilities or obligations under the WARN Act. The Buyers shall be responsible for all liabilities incurred pursuant to the WARN Act and any similar state or local Laws for (1) Transferred Employees in relation to any termination by a Buyer that occurs on or after the Closing Date and (2) any breach by a Buyer of its obligations under this Section 6.4. Nothing in this Agreement shall restrict the rights of a Buyer under applicable Law or any employment contract with respect to any Transferred Employee. Upon execution of this Agreement, the Sellers shall provide the Buyers with reasonable access to those employees which the Buyers have identified as key employees for the purpose of allowing the Buyers to negotiate new employment terms, including, without limitation, retention agreements and/or incentive payment plans.

(b) Notwithstanding anything in this Agreement to the contrary:

(i) Each Seller shall be liable for the base wages or base salary and commissions, bonuses, or similar compensation that accrued on or prior to the Closing Date with respect to all Service Providers of such Seller (except to the extent Buyers have expressly assumed any of the same pursuant to Section 2.3; and

(ii) Nothing in this Agreement is intended to (x) prevent the Buyers from terminating the employment of any Person who becomes an employee of the Buyers or one of their Affiliates on or following the Closing, or (y) create any third-party beneficiary rights in any Service Provider of any Seller or any of its Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining agreement representative. The Sellers have no knowledge of any plans by the Buyers or one of their Affiliates thereafter to terminate the employment of any Transferred Employee.

Section 6.5 Transfer Taxes. The Buyers shall pay all stamp, documentary, registration, transfer, added-value or similar Tax (each, a "Transfer Tax") imposed under any applicable Law in connection with the transactions contemplated by Article II of this Agreement. The Sellers and the Buyers shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

Section 6.6 Wage Reporting. The Buyers and the Sellers agree to utilize, or cause their respective Affiliates to utilize, the standard procedure set forth in Internal Revenue Service Revenue Procedure 2004-53 with respect to wage reporting.

Section 6.7 Reasonable, Out-of-Pocket, Non-Fixed Costs. With respect to any provision in this Agreement, including Sections 2.6(b), 2.6(h), 6.2, and 6.7, that requires the Buyers to compensate the Sellers for their reasonable, out-of-pocket, non-fixed costs, the Buyers and the Sellers shall each use their commercially reasonable efforts to agree in advance in writing as to such costs pursuant to, among other things, a Transition Services Agreement or an approved budget.

ARTICLE VII
CONDITIONS TO OBLIGATION TO CLOSING

Section 7.1 Conditions to the Buyers' Obligations. Subject to Section 7.3, the Buyers' obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the Buyers becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction or waiver of the following conditions (any of which may be waived by the Buyers, in whole or in part, in its sole and absolute discretion):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), all representations or warranties shall be true and correct in all material respects other than representations and warranties which by their terms are made as of a specific date, which shall have been true and correct in all respects as of such date;

(b) each Seller shall have materially performed and complied with such Seller's covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects;

(c) the Buyers shall have received the items listed in Section 2.9(a);

(d) no Governmental Entity of competent jurisdiction shall have threatened, enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(e) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order; provided, however, that nothing in this Agreement precludes the Parties from consummating the transactions contemplated by this Agreement if the Sale Order has been entered and has not been stayed and the Buyers, in their sole discretion, waive in writing the condition that the Sale Order be a Final Order;

(f) the Assumption Approval with respect to the Buyer Designated Material Contracts shall have been entered by the Bankruptcy Court and shall be a Final Order; provided, however, that nothing in this Agreement precludes the Parties from consummating the transactions contemplated by this Agreement if the Assumption Approval has been entered and has not been stayed and the Buyers, in their sole discretion, waive in writing the condition that the Assumption Approval be a Final Order;

(g) there must not be in effect any Law or Decree that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement;

(h) from the date of this Agreement until the Closing Date, there shall not have occurred and be continuing any Material Adverse Effect;

(i) the Sellers shall have delivered a certificate from an authorized officer of the Sellers to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) has been satisfied.

Section 7.2 Conditions to the Sellers' Obligations. Subject to Section 7.3, Sellers' obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the Buyers becoming the Successful Bidder (whether following the conclusion of the Auction, if any, or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction or waiver of the following conditions (any of which may be waived by the Sellers, in whole or in part, in their sole and absolute discretion):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) any representation or warranty contained in Section 4.1, Section 4.2 or Section 4.3 shall be true and correct in all material respects, and (ii) any other representation or warranty set forth in Article IV shall be true and correct in all material respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, would not reasonably be expected to materially

prevent, restrict or delay the consummation of the transactions contemplated hereby or by any Related Agreement;

(b) the Buyers shall have materially performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects;

(c) the Seller shall have received the items listed in Section 2.9(b);

(d) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(e) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order; and

(f) the Buyers shall have delivered a certificate from an authorized officer of the Buyers to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) has been satisfied.

Section 7.3 No Frustration of Closing Conditions. Neither the Buyers nor any Seller may rely on the failure of any condition to its obligation to consummate the transactions contemplated hereby set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's failure to use commercially reasonable best efforts or commercially reasonable efforts, as applicable, with respect to those matters contemplated by the applicable Sections of this Agreement to satisfy the conditions to the consummation of the transactions contemplated hereby or other breach of a representation, warranty or covenant hereunder.

ARTICLE VIII
TERMINATION

Section 8.1 Termination of Agreement.

(a) This Agreement may, by written notice given before the Closing, be terminated:

(i) by mutual consent of the Buyers and the Sellers;

(ii) by the Buyers (so long as the Buyers are not then in material breach of any of their representations, warranties or covenants contained in this Agreement), if there has been a breach of any of the Sellers' representations, warranties or covenants contained in this Agreement which would result in the failure of the condition set forth in Section 7.1 to be satisfied, and which breach has not been cured within ten (10) days after written notice of such breach has been delivered to the Sellers from the Buyers or cannot be cured by the End Date;

(iii) by the Sellers (so long as the Sellers are not then in material breach of any of their representations, warranties or covenants contained in this Agreement), if there has been a breach of any of the Buyers' representations, warranties or covenants contained in this Agreement which would result in the failure of a condition set forth in Section 7.2 to be satisfied, and which breach has not been cured within ten (10) days after written notice of such breach has been delivered to the Buyers from the Sellers or cannot be cured by the End Date;

(iv) by either the Buyers or the Sellers, if there is in effect a Final Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; provided, however, that the right to terminate this Agreement under this Section 8(a)(4) will not be available to any Party whose failure to fulfill any covenant or obligation under this Agreement is the cause of or resulted in the action or event described in this Section 8(a)(4) occurring;

(v) by the Buyers if any of the Sellers' Chapter 11 Cases is (a) not filed within three (3) Business Days following the execution of this Agreement and payment of the Good Faith Deposit pursuant to Section 2.12, (b) dismissed or converted into a case under Chapter 7 of the Bankruptcy Code or (c) an examiner with expanded powers or trustee is appointed in any of the Sellers' Chapter 11 Cases; or

(vi) by either the Buyers or the Sellers, if the Closing on the sale to the Buyers does not occur by the End Date.

(b) This Agreement shall terminate automatically in the event that (i) the Buyers are not chosen at the Auction to be the Successful Bidder or the Back-Up Bidder, (ii) an Alternative Transaction has been consummated following approval by the Bankruptcy Court, or (iii) if the Buyers are chosen at the Auction to be the Back-Up Bidder, upon the expiration of the period during which the Buyers are required to keep their back-up bid open and irrevocable under the Bidding Procedures and Bidding Procedures Order.

Section 8.2 Effect of Termination. If this Agreement is terminated pursuant to Section 8.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other Party or its Affiliates, except that Article IX shall remain in full force and survive any termination of this Agreement. Notwithstanding the foregoing, in the event this Agreement is terminated by a Party because of the knowing and intentional breach of this Agreement by the other Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's knowing and intentional failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal rights and remedies hereunder and under applicable Law will survive such termination unimpaired.

Section 8.3 Expenses. The Sellers shall pay their own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement, all Related Agreements, and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives. The Buyers shall pay their own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives.

Section 8.4 Acknowledgement. Each of the Parties acknowledges that (i) the agreements contained in this Article VIII are an integral part of the transactions contemplated by this Agreement and (ii) without the agreements contained in this Section 8.4, the parties would not have entered into this Agreement. Except in the event of fraud or intentional misconduct, in no event shall any Party have any Liability to any other Party or any other Person for any special, exemplary, indirect, or punitive damages, and except in the event of fraud or intentional misconduct, any such claim, right or cause of action for any damages that are special, exemplary, indirect, or punitive is hereby fully waived, released and forever discharged.

Section 8.5 Break-Up Fee and Expense Reimbursement. The Break-Up Fee and Expense Reimbursement shall be due and payable to the Buyers solely upon termination of this Agreement pursuant to the events set forth in Section 8.1(b)(ii), provided that the Buyers are not in breach of this Agreement or the Sellers have not otherwise terminated this Agreement pursuant to Section 8.1(a)(3).

ARTICLE IX
MISCELLANEOUS

Section 9.1 Entire Agreement. This Agreement, the Related Agreements the Bidding Procedures Order (once entered) and the Sale Order (once entered), including all schedules and exhibits attached to any of the foregoing, and the documents and instruments referred to in this Agreement that are to be delivered at or in connection with the Closing, constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof and the subject matter of the Related Agreements.

Section 9.2 Incorporation of Annexes, Exhibits and Disclosure Schedule. The annexes and exhibits to this Agreement and the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.3 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver 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 default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.3 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.4 **Succession and Assignment**. This Agreement binds and benefits the Parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of the Sellers under Chapter 11 or Chapter 7 of the Bankruptcy Code and any entity appointed as a successor to any Seller pursuant to a confirmed chapter 11 plan). No party may delegate any performance of its obligations under this Agreement, except that the Buyers may at any time assign or delegate the performance of its obligations to any Affiliate of the Buyers so long as the Buyers remain responsible for the performance of the delegated obligation. Without limiting the foregoing, the Buyers shall have the right to designate one or more Affiliates, including any special purpose entities that may be organized by or at the direction of the Buyers for such purpose, to bid at the Auction or take title to the Acquired Assets at the Closing (or thereafter) or any portion thereof and operate the business going forward, and upon written notice to the Sellers of any such designation by the Buyers, the Sellers agree to execute and deliver all instruments of transfer with respect to the Acquired Assets directly to, and in the name of, the Buyers' assignees. In addition, notwithstanding the foregoing, the Buyers may assign any Indebtedness owed to them by the Sellers to any Affiliate of the Buyers, any other Buyer or any other assignee or designee at any time.

Section 9.5 **Notices**. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally or by electronic mail to the recipient; (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (iii) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to the Sellers or any Seller:

c/o
Air Pros Solutions, LLC
Attention: Lawrence Hirsh
Email: [redacted]

-and-

Attention: Andrew Hede
Email: [redacted]

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

Greenberg Traurig, LLP
3333 Piedmont Road, NE
Suite 2500
Atlanta, Georgia 30305
Attn: David Kurzweil
Email: kurzweild@gtlaw.com

And

Greenberg Traurig, P.A.
401 East Las Olas Boulevard
Suite 2000
Fort Lauderdale, FL 33301
Attn: Zachary Schlichter
Email: schlichterz@gtlaw.com

If to the Buyers:

c/o Apex Service Partners, LLC
201 E Kennedy Blvd, Suite 1600
Tampa, FL 33602
Attn: A.J. Brown
Email: [redacted]

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

Buchanan Ingersoll & Rooney PC
401 E Jackson St., Suite 2400
Tampa, FL 33602
Attn: David T. Cellitti
Email: david.cellitti@bipc.com

Any Party may change the physical address or e-mail address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth in this Section 9.5.

Section 9.6 Governing Law; Jurisdiction. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of laws provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any Litigation one Party commences against any other Party pursuant to this Agreement shall be brought exclusively in the Bankruptcy Court; provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the State of Delaware, sitting in New Castle County, and the federal courts of the United States of America sitting in the State of Delaware shall have exclusive jurisdiction over such Litigation.

Section 9.7 Consent to Service of Process. In addition to any other method allowed by applicable Law, each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.5.

Section 9.8 Waivers of Jury Trial. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING

OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.9 Specific Performance.

(a) Each of the Parties acknowledges and agrees that the other Parties (collectively, the "Enforcing Parties") would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached, so that, prior to the termination of this Agreement pursuant to Section 8.2, in addition to any other remedy that each of the Parties may have under Law or equity, each of the Parties shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof. Notwithstanding the foregoing, it is acknowledged and agreed that neither Solutions nor any Seller shall be entitled to specific performance of the Buyers' obligations to consummate the transactions contemplated herein.

(b) Each of the Parties agrees that it shall not oppose the granting of specific performance or an injunction sought in accordance with this Section 9.9 on the basis that the Enforcing Parties have an adequate remedy at law or that any award of specific performance is, for any reason, not an appropriate remedy. The Enforcing Parties shall not be required to provide any bond or other security in connection with any such injunction or other equitable remedy.

Section 9.9 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.10 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns except such rights as may inure to a successor or permitted assignee or designee under Section 9.4.

Section 9.11 No Survival of Representations, Warranties and Agreements. None of the Parties' representations, warranties, covenants, and other agreements in this Agreement, including any rights of the other Party or any third party arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Closing, except for (i) those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Closing, (ii) the Parties' representations and warranties relating to such Party's authority with regard to the execution of this Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby, (iii) the Buyers' representations and warranties in connection with the Sellers' Chapter 11 Cases or the Bankruptcy

Code, (iv) this Article IX, and (v) all defined terms set forth in Article I that are referenced in the foregoing provisions referred to in clauses (i) through (iv) above.

Section 9.12 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto," "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. The words "includes" and "including" are not limiting. Unless expressly stated in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "$" means United States dollars. To the extent not contrary to the foregoing, the rules of construction contained in section 102 of the Bankruptcy Code shall apply. Any option, consent, approval, discretion or similar right of the Buyers set forth in this Agreement or any other Related Agreement may be exercised by the Buyers in their sole, absolute and unreviewable discretion (regardless of whether any or all such words are used in connection therewith), unless the provisions of this Agreement or Related Agreement specifically require another standard for such option, consent, approval, discretion or similar right.

Section 9.13 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to a Seller's or the Sellers' Chapter 11 Cases, the provisions of Bankruptcy Rule 9006(a) shall apply.

Section 9.14 Mutual Drafting. Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.15 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meaning ascribed to them in this Agreement. The representations and warranties of the Sellers in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the Disclosure Schedule. The Seller Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of this Agreement to which it relates. The disclosure in any section or paragraph of the Disclosure Schedule, and those in any amendment or supplement thereto, shall be deemed to relate to and to qualify only the particular representation or warranty

set forth in the corresponding numbered or lettered section of this Agreement, except to the extent that: (a) such information is cross-referenced in another part of the Disclosure Schedule; or (b) it is reasonably apparent on the face of the disclosure (without reference to any document referred to therein or any independent knowledge on the part of the reader regarding the matter disclosed) that such information qualifies another representation or warranty of the Sellers. The listing of any matter shall expressly not be deemed to constitute an admission by any Seller, or to otherwise imply, that any such matter is material, is required to be disclosed under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. All attachments to the Disclosure Schedule are incorporated by reference into the Disclosure Schedule in which they are directly or indirectly referenced.

Section 9.16 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.17 Counterparts: Facsimile and Email Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

Section 9.18 Time of Essence. Time is of the essence of this Agreement.

[END OF PAGE]

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT

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

SOLUTIONS:

Air Pros Solutions, LLC

By: Andrew Hede
Name: Andrew Hede
Title: Chief Restructuring Officer

SELLERS:

Doug's Service Air Pros, LLC
Dream Team Air Pros, LLC
Hansen Air Pros, LLC

By: Andrew Hede
Name: Andrew Hede
Title: Chief Restructuring Officer

BUYERS:

DSAP SUB BUYER

Buddy's Heating & Cooling, L.L.C.

By: _____
Name: Andrew J. "AJ" Brown
Title: Group Chief Executive Officer

DTAP SUB BUYER

Southern Air of Thibodaux, LLC

By: _____
Name: Andrew J. "AJ" Brown
Title: Group Chief Executive Officer

HAP SUB BUYER

Hansen Super Techs, LLC

By: _____
Name: Andrew J. "AJ" Brown
Title: Group Chief Executive Officer

SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT

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

SOLUTIONS:

Air Pros Solutions, LLC

By: _____
Name:
Title:

SELLERS:

Doug's Service Air Pros, LLC
Dream Team Air Pros, LLC
Hansen Air Pros, LLC

By: _____
Name:
Title:

BUYERS:

DSAP SUB BUYER

Buddy's Heating & Cooling, L.L.C.

By: Signed by: Andrew "A.J." Brown CE08BB6999864DF... _____
Name: Andrew J. "AJ" Brown
Title: Group Chief Executive Officer

DTAP SUB BUYER

Southern Air of Thibodaux, LLC

By: Signed by: Andrew "A.J." Brown CE08BB6999864DF... _____
Name: Andrew J. "AJ" Brown
Title: Group Chief Executive Officer

HAP SUB BUYER

Hansen Super Techs, LLC

By: Signed by: Andrew "A.J." Brown CE08BB6999864DF... _____
Name: Andrew J. "AJ" Brown
Title: Group Chief Executive Officer

EXHIBIT A

Acquired Assets

(a) all Inventory, Furnishings and Equipment (including IT equipment), supplies, machinery, fixtures, tools, vehicles and other tangible personal property;

(b) all open jobs and customer deposits with respect to open jobs;

(c) all open customer job Permits;

(d) all of the Contracts set forth on Section 2.6(c) of the Disclosure Schedule;

(e) all Intellectual Property listed on Section 3.15 of the Disclosure Schedule;

(f) all customer or potential customer lists and files, vendor lists and files, mailing lists, email lists, advertiser lists, databases (including archived databases) and similar material, whether in print or electronic form, including any lists relating to past, present or prospective customers;

(g) all of Sellers' rights under confidentiality or non-disclosure agreements with respect to the Business or the Acquired Assets and with respect to solicitation and hiring of Transferred Employees;

(h) all rights, interests, awards, recovery, indemnity, warranty, rebates (for the avoidance of doubt, not including rebates provided to Solutions), right of set-off, refund, reimbursement, or audit right available to the Sellers against third parties (such third parties not to include Solutions);

(i) all pending insurance claims and proceeds arising from or relating to claims made prior to the Closing with respect to uncured adverse effects on the Acquired Assets or Assumed Liabilities (for the avoidance of doubt insurance claims with respect to business interruption shall not be considered an Acquired Asset);

(j) to the extent permitted by law, all books, records, ledgers, files, reports, plans, documents, manuals, and all customer sales, marketing, advertising, packaging and promotional materials, data, software (including all data and other information whether written, recorded or stored on discs, tapes or other media and including gall computerized data), technical data and all other and all telephone, telex and telephone facsimile numbers and other directory listings, email addresses and domain names (for the avoidance of doubt, the Acquired Assets shall not include (A) any attorney work product, attorney-client communications and other items protected by attorney-client privilege or (B) books and records relating to Taxes);

(k) all of the goodwill, customer relationships, going concern value and other intangible assets; and

(l) all employee relationships with employees of the Business.

Exhibit 2-B

ECM Stalking Horse Purchase Agreement

Execution Version

ASSET PURCHASE AGREEMENT

by and among

AIR PROS SOLUTIONS, LLC,

EAST COAST MECHANICAL, LLC, as Seller,

and

EAST COAST MECHANICAL HOME SERVICES LLC, as Buyer.

March 16, 2025

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of March 16, 2025, by and among (a) Air Pros Solutions, LLC, a Delaware limited liability company ("Solutions"), (b) East Coast Mechanical, LLC, a Florida limited liability company (the "Seller" and, together with Solutions, the "Seller Parties" and each individually, a "Seller Party"), and (c) East Coast Mechanical Home Services LLC, a Delaware limited liability company (the "Buyer"). Solutions, the Seller and the Buyer are sometimes referred to collectively herein as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

WHEREAS, Solutions and the Seller intend to commence cases (the "Sellers' Chapter 11 Cases") under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), through the filing of their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code within five (5) Business Days of the date of this Agreement (the actual date of filing, the "Petition Date") in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court");

WHEREAS, the Seller conducts, among other things, the business of providing HVAC, plumbing and electrical services, including installation, maintenance, service, repair and replacement, to homeowners, commercial enterprises and other parties, and providing home and appliance warranty products and repairs, in each case under the brand "ECM", "East Coast Mechanical", "ECM Service", "ECM Home Warranty", "ECM Plumbing", "ECM Air Conditioning" or similar (the "Business");

WHEREAS, (i) the Seller wishes to sell, transfer and assign to the Buyer, and the Buyer wishes to purchase, acquire and assume from the Seller, the Acquired Assets (as defined below) and (ii) the Buyer wishes to assume from the Seller the Assumed Liabilities (as defined below), on the terms and subject to the conditions set forth herein and in accordance with sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code; and

WHEREAS, the Seller has agreed to file the Sale Motion (as defined below) with the Bankruptcy Court and take the other steps set forth herein and in the Bidding Procedures Order, the Bidding Procedures and the Sale Order (as each such term is defined below) to implement the transactions contemplated hereby upon the terms and subject to the conditions set forth herein and in the Sale Order.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows.

ARTICLE I
DEFINITIONS

For purposes of this Agreement, capitalized terms set forth in this Agreement shall have the meaning ascribed to such terms in this Article I.

"Acquired Assets" has the meaning set forth in Section 2.1.

"Adjustment Escrow Amount" means $187,500.

"Adjustment Escrow Fund" means the account in which the Adjustment Escrow Amount shall be held pursuant to the terms of the Escrow Agreement.

"Affiliate" when used with reference to another Person means any Person, directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, such other Person.

"Agreement" has the meaning set forth in the preamble.

"Allocation" has the meaning set forth in Section 2.11.

"Allocation Objection Notice" has the meaning set forth in Section 2.11.

"Alternative Transaction" means any transaction or series of related transactions (other than pursuant to this Agreement), whether effectuated pursuant to a merger, consolidation, tender offer, exchange offer, share exchange, amalgamation, stock acquisition, asset acquisition, business combination, restructuring, recapitalization, liquidation, dissolution, joint venture or similar transaction, whether or not proposed by the Seller, pursuant to which the Seller: (i) accepts a Qualified Bid, other than that of the Buyer or its Affiliates, as the highest or otherwise best offer; (ii) sells, transfers, leases or otherwise disposes of, directly or indirectly, including through an acquisition, asset sale, stock sale, purchase, merger, reorganization, recapitalization or other similar transaction with or involving any equity securities in the Seller or other interests in the Acquired Assets, including a stand-alone plan of reorganization, plan of liquidation, or refinancing, a material portion of the Acquired Assets (or agrees to any of the foregoing) in a transaction or series of transactions to a party or parties other than the Buyer or its Affiliates; or (iii) any other transaction that would prevent the transactions contemplated hereby.

"Arbitrating Accountant" has the meaning set forth in Section 2.11.

"Assignment and Assumption Agreements" has the meaning set forth in Section 2.10(a)(iii).

"Assumable Permits" means all Business Permits that are transferable in accordance with their terms.

"Assumed Contracts" means those Leases and Contracts that have been, or will be, assigned to and assumed by the Buyer pursuant to Section 2.8 and section 365 of the Bankruptcy Code.

"Assumed Customer Liabilities" means (a) the Liabilities of the Seller to customers of the customer membership programs of the Business with respect to such customer membership programs and (b) all Liabilities arising after the Closing Date under the Customer Warranty Contracts that are incurred from the use of the Acquired Assets and conduct of the Business by the Buyer following the Closing Date.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumed Marks" has the meaning set forth in Section 6.9.

"Assumed Permits" means those Assumable Permits that have been, or will be, assigned to and assumed by the Buyer pursuant to Section 2.8 and section 365 of the Bankruptcy Code.

"Assumed Permit Schedule" has the meaning set forth in Section 2.8(c).

"Assumed Trade Names" has the meaning set forth in Section 6.9.

"Assumption Effective Date" has the meaning set forth in Section 2.8(d).

"Auction" means the auction for the sale and assumption of the Seller's assets and certain liabilities, conducted by the Seller pursuant to, and in accordance with, the Bidding Procedures and Bidding Procedures Order.

"Back-Up Bidder" means the qualified bidder chosen by the Seller at the Auction, if any, who submitted the second-highest or otherwise best bid at the conclusion of such Auction.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, each a "Bankruptcy Rule."

"Bid Protections" has the meaning set forth in Section 8.3(a).

"Bidding Procedures" means the bidding procedures in the form attached hereto as Exhibit D.

"Bidding Procedures Order" means the order to be entered by the Bankruptcy Court approving, among other things, the Buyer as the "stalking horse Buyer," the Bid Protections and the Bidding Procedures, which order shall be in all respects reasonably satisfactory to the Buyer; provided, that the Bidding Procedures Order shall expressly approve and provide for the Bid Protections to the extent provided for herein.

"Bills of Sale" has the meaning set forth in Section 2.10(a)(ii).

"Break-Up Fee" has the meaning set forth in Section 8.3(a).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banks located in Wilmington, Delaware shall be authorized or required by Law to close.

"Business Employee" means (a) each employee of the Seller, (b) each employee of Solutions whose duties and responsibilities are dedicated primarily to the Business and (c) each

employee of any Affiliate of the Seller whose duties and responsibilities are dedicated primarily to the Business.

"Business Employee List" has the meaning set forth in Section 3.9(a).

"Business Permit" has the meaning set forth in Section 3.12.

"Buyer" has the meaning set forth in the preamble.

"Capital Leases" means all leases required to be capitalized in accordance with GAAP.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act.

"Cash" means cash (including all cash located in the Seller's bank accounts, lock-boxes, and cash in transit), cash equivalents, cash collateralized letters of credit, investment accounts, certificates of deposit, and liquid investments.

"Closing" has the meaning set forth in Section 2.9.

"Closing Assumed Contract List" has the meaning set forth in Section 2.8(c).

"Closing Assumed Indebtedness Amount" means an amount equal to (a) (i) 25% of gross written premiums on all home warranty contracts issued by the Seller in force as of the Closing, *plus* (ii) 1/7 of gross written premiums on all home warranty contracts issued by the Seller in force as of the Closing, *less* (iii) any portion of the cash and cash equivalents required to be held by Buyer or its designee to operate the Seller's home warranty service that is satisfied by the transfer of the deposit held by the State of Florida with respect thereto; *plus* (b) (i) the outstanding amount of deferred revenue of the Seller as of the Closing *less* (ii) 25% of gross written premiums on all home warranty contracts issued by the Seller in force as of the Closing (provided this clause (b) will not be less than zero); *plus* (c) the outstanding amount of customer deposits of the Seller as of the Closing; *plus* (d) any accrued vacation and sick time of the Transferred Employees that remains unused or unpaid as of the Closing that is in excess of $150,000; *plus* (e) all obligations of the Seller as of the Closing under Capital Leases that are Assumed Contracts, which amounts shall be determined in accordance with GAAP (including any capitalized obligations under the certain Master Equity Lease Agreement, dated as of May 30, 2019, by and between Enterprise Fleet Management, Inc. and Air Pros, LLC, that are assumed by the Buyer or are subject to a new contract between the Buyer and Enterprise Fleet Management, provided that, for purposes of this clause (e), the amount of such obligations shall not exceed $85,000).

"Closing Assumed Permit List" has the meaning set forth in Section 2.8(c).

"Closing Date" has the meaning set forth in Section 2.9.

"Closing Purchase Price" has the meaning set forth in Section 2.5(b).

"Closing Purchase Price Statement" has the meaning set forth in Section 2.5(b).

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act or similar state Laws, and regulations and guidance issued thereunder.

"Collective Bargaining Agreement" means any collective bargaining agreement or other Contract with a union, works council or other labor organization or employee representative covering (a) any Business Employee or (b) to the extent that such Contract would reasonably be expected to impact the transactions contemplated by this Agreement or the hiring or employment of any Business Employee by the Buyer or its Affiliates hereunder, other employees of the Seller or its Affiliates.

"Confidentiality Agreement" has the meaning set forth in Section 9.1.

"Consent" means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

"Consent Deadline" has the meaning set forth in Section 2.8(g).

"Consultation Period" has the meaning set forth in Section 2.7(c).

"Contract" means any written or oral agreement, contract, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, membership agreement, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, license agreement, contribution agreement, partnership agreement or other arrangement, understanding, permission or commitment that, in each case, is legally binding.

"Contract and Cure Schedule" has the meaning set forth in Section 2.8(c).

"Control" means, when used with reference to any Person, the power to direct the management or policies of such Person, directly or indirectly, by or through stock or other equity ownership, agency or otherwise, or pursuant to or in connection with any Contract; and the terms "Controlling" and "Controlled" shall have meanings correlative to the foregoing.

"Cure Amounts" has the meaning set forth in Section 2.8(f).

"Cure Amounts Cap" means, cumulatively, $50,000.

"Cure Notice" has the meaning set forth in Section 5.3(c).

"Customer Warranty Contracts" means all service contracts issued by the Seller in the State of Florida, for the subject line of business, on or before the Closing Date, and all documents related thereto.

"Customer Warranty Records" means all Records relating to the Customer Warranty Contracts.

"Decree" means any judgment, decree, ruling, decision, opinion, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, judicial order, administrative order or any other order of any Governmental Entity.

"Deposit Amount" has the meaning set forth in Section 2.6(a).

"Designation Deadline" has the meaning set forth in Section 2.8(c).

"Disclosure Schedule" has the meaning set forth in Article III.

"Employee Benefit Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) and any other benefit, retirement or compensation plan, program, agreement, Contract or arrangement of any kind, in each case, maintained, contributed to, required to be contributed to, or sponsored by the Seller, in which the Seller participates or participated, in which the Seller has any Liability (fixed, contingent or otherwise, including as an ERISA Affiliate), or through which any current or former Business Employees or Service Providers, including any dependents thereof.

"End Date" means the close of business on the date that is thirty (30) days following the entry of the Sale Order; provided, however, that if the Buyer is chosen at the Auction to be the Back-Up Bidder, the "End Date" shall be the close of business on the expiration date of the period during which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures and Bidding Procedures Order; provided, further, that if on or prior to the date that would otherwise be the End Date, all conditions to Closing set forth in Article VII have been satisfied or waived (other than conditions with respect to actions that either or both the Seller and the Buyer will take at the Closing itself) other than the condition set forth in Section 7.3(c), the Buyer may deliver written notice to the Seller to exercise a one-time extension of the End Date for a period of up to forty-five (45) days, in which event the End Date will be extended by forty-five (45) days; provided, further, that in no event with the End Date be later than the date that is one hundred forty-five (145) days following the date hereof.

"Enforcing Parties" has the meaning set forth in Section 9.9(a).

"Enterprise Lease" means that certain Master Equity Lease Agreement, dated as of May 30, 2019, by and between Enterprise Fleet Management, Inc. and Air Pros, LLC.

"Environmental, Health and Safety Requirements" means, as enacted and in effect on or prior to the Closing Date, all applicable Laws concerning worker health and safety, the treatment, disposal, emission, discharge, Release or threatened Release of, or exposure to, Hazardous Material, pollution or the protection of the environment.

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended, and the regulations and administrative guidance promulgated thereunder.

"ERISA Affiliate" means, with respect to any Person, any other Person that, together with such first Person would be treated as a single employer under Section 414(b), (c), (m) or (o) of the IRC or as under common control within the meaning of Section 4001(b)(1) of ERISA currently or at any relevant time.

"Escrow Agent" means Citibank, N.A.

"Escrow Agreement" means the Contract by and among the Buyer, Solutions and the Escrow Agent, in the form attached hereto as Exhibit G.

"Excluded Assets" means, collectively, the following assets of the Seller: (a) all certificates of incorporation or certificates of formation and other organizational documents, 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 or other equity transfer books, stock or membership certificates relating to the Seller and other documents relating to the organization, maintenance and existence of the Seller as a limited liability company; (b) all Records related to Taxes paid or payable by the Seller; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (c) Owned Equity Interests; (d) all Contracts and Leases that are not Assumed Contracts; (e) any (i) confidential personnel and medical Records pertaining to any Service Provider or Business Employee to the extent the disclosure of such information is prohibited by applicable Law and (ii) other Records that the Seller are required by Law to retain; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset, any Assumed Liability or any Transferred Employee or any Service Provider hired by the Buyer on the Closing Date (to the extent not prohibited by applicable Law); (f) any documents and agreements of the Seller relating to the Sellers' Chapter 11 Cases or to the sale or other disposition of any Excluded Assets; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (g) all Permits that are not Assumed Permits; (h) trade accounts receivable and other rights to payment from customers of the Seller (whether current or non-current) (i) any Cash; (j) all rights of the Seller arising under this Agreement or in connection with the transactions contemplated hereby; (k) all Insurance Policies; (l) all Employee Benefit Plans (including all assets and liabilities that are part of or arise under such plans); and (m) any assets, properties and/or rights identified by the Buyer in writing (including any Contract previously designated as an Assumed Contract) in its sole discretion, at any time until the date that is two (2) Business Days prior to the Closing Date.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Existing Facility" means the Seller's existing facility located at 1500 and 1575 North High Ridge Road, Boynton Beach, Florida 33426.

"Expense Reimbursement" has the meaning set forth in Section 8.3(a).

"Final Closing Statement" has the meaning set forth in Section 2.7(d).

"Final Order" means an order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further

appeal or rehearing thereon; (ii) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) as to which no stay is in effect; provided, however, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024(b) shall not cause an order not to be deemed a "Final Order" unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue. In the case of (i) the Sale Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyer, in its sole and absolute discretion, elects to proceed with Closing, and (ii) any other order that is required hereunder to be a Final Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyer, in its sole and absolute discretion, elects to proceed.

"Final Overage" has the meaning set forth in Section 2.7(e).

"Final Purchase Price" has the meaning set forth in Section 2.7(d).

"Final Underage" has the meaning set forth in Section 2.7(f).

"Fundamental Representations" means the representations and warranties of the Seller set forth in Section 3.1 (Organization of the Seller; Good Standing), Section 3.2 (Authorization of Transaction), Section 3.4 (Title to Acquired Assets) and Section 3.17 (Brokers).

"Furnishings and Equipment" means tangible personal property (other than Inventory) and that is used or held for use in the operation of the Business, regardless of where located.

"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means any United States or non-United States federal, state or local governmental, regulatory or administrative authority, agency, commission, court, tribunal, or any other judicial or public or private arbitral body or other governmental entity, including the Bankruptcy Court.

"Hazardous Material" means any waste or other substance that is listed, defined, designated or classified as hazardous, radioactive or toxic or a pollutant or a contaminant under any Environmental, Health and Safety Requirements, including any admixture or solution thereof, and including petroleum and all derivatives thereof or synthetic substitutes therefor, asbestos or asbestos-containing materials in any form or condition, polychlorinated biphenyls and per-and polyfluoroalkyl substances (PFAS).

"Indebtedness" means, with respect to the Seller, without duplication, (a) the principal of and premium (if any) in respect of (i) indebtedness of such Person for money borrowed and (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, (b) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person, and all obligations of such Person under any title retention agreement (but excluding trade accounts payable for goods and services and other accrued current liabilities arising in the Ordinary Course

of Business), (c) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance, or similar credit transaction, (d) the liquidation value of all redeemable preferred stock of such Person, (e) all obligations of the type referred to in clauses (a) through (d) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, and (f) all obligations of the type referred to in clauses (a) through (e) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Information Technology Systems" means all information technology systems, computers, software, networks, servers, interfaces, platforms, databases, websites and telecommunications equipment relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data and information, in each instance, owned, leased, licensed, subscribed or used by the Seller and used in or necessary for the conduct of the Business.

"Initial Allocation" has the meaning set forth in Section 2.11.

"Insurance Policies" has the meaning set forth in Section 3.13.

"Intellectual Property" means any and all rights, title and interest in or relating to intellectual property of any type, which may exist or be created under the Laws of any jurisdiction throughout the world, including: (a) patents and patent applications, together with all reissues, provisionals, continuations, continuations-in-part, divisionals, renewals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, internet domain names, social media accounts and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals and extensions in connection therewith, and all goodwill associated with any of the foregoing; (c) rights associated with works of authorship, including software, databases, websites, exclusive exploitation rights, mask work rights, copyrights, database and design rights, whether or not Registered or published, all registrations and recordations thereof and applications in connection therewith, along with all extensions and renewals thereof and all moral rights associated with any of the foregoing; and (d) trade secrets, know-how and other proprietary and confidential information, including inventions (whether or not patentable), invention disclosures, improvements, algorithms, source code, data analytics, methods, processes, designs, drawings, customer lists, supplier lists, together with all embodiments and fixations of any of the foregoing and all related documentation.

"Intellectual Property Assets" has the meaning set forth in Section 2.1(g).

"Intellectual Property Assignment" has the meaning set forth in Section 2.10(a)(iv).

"Inventory" means all inventory (including merchandise, raw materials, component parts, supplies, packing and shipping materials, products in-process and finished products) of the Seller, whether temporarily out of the Seller's custody or possession, in transit to or from the Seller and whether in the Seller's vehicles, warehouses, held by any third parties or otherwise, and all other Inventory (as defined in the UCC), including any returned goods and any documents of title representing any of the foregoing.

"IRC" means the United States Internal Revenue Code of 1986, as amended.

"Knowledge" of a Person (and other words of similar import) (a) in reference to the Seller means the actual knowledge of any manager, director or executive officer of the Seller or Solutions (including [redacted]), after reasonable inquiry of the relevant department heads and advisors of the Seller Parties and readily available Records and (b) in reference to the Buyer means the actual knowledge of Tyrone Johnson and Brad Gavelek, without any duty of inquiry or investigation. For the avoidance of doubt, no Person named in this definition shall have any personal liability or obligations solely rising out of such Knowledge.

"Law" means any federal, state, provincial, local, municipal, foreign or other law, act, statute, legislation, constitution, principle of common law, resolution, ordinance (including with respect to zoning or other land use matters), code, treaty, convention, rule, regulation, policy, requirement, edict, directive, pronouncement, determination, proclamation or Decree, in each case that is enacted, adopted, promulgated or adjudicated by any Governmental Entity.

"Leased Real Property" has the meaning set forth in Section 3.11(a).

"Lease Rejection Notice" has the meaning set forth in Section 5.14(b).

"Leases" means all leases, subleases, licenses, concessions, and other agreements, including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, in each case pursuant to which the Seller holds or has any interest in Leased Real Property.

"Liability" means any liability (including any liability that results from, arises out of, or relates to any tort or product liability claim), commitment, undertaking, expense, cost, royalty, fee, charge, debt, guaranty, claim, loss, damage, demand, fine, judgment, penalty, deficiency, assessment, responsibility or obligation of whatever kind or nature (in each case, whether known or unknown, whether disclosed or undisclosed, whether express or implied, whether primary or secondary, whether in contract, tort or otherwise, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether due or to become due, whether determined or determinable, whether choate or inchoate, whether secured or unsecured and whether matured or not yet matured, and without regarding to when sustained, incurred or asserted or when the relevant events occurred or circumstances existed).

"Lien" means, whether imposed by Law, Contract or otherwise, any mortgage, deed of trust, hypothecation, lease, sublease, contractual restriction, pledge, lien (including any "lien" as defined in the Bankruptcy Code), encumbrance, encroachment, interest, charge, claim (including any "claim" as defined in the Bankruptcy Code), security interest or similar interest, put, call, option, preemptive right, right of use or possession, right of first refusal, right of first offer, servitude, right of way, easement, conditional sale or installment contract, finance lease involving substantially the same effect, security agreement or other encumbrance or restriction on the use, transfer or ownership of any property of any type (including real property, tangible property and intangible property). For the avoidance of doubt, the definition of Lien shall not be deemed to include the grant of any non-exclusive license or sublicense of Intellectual Property by the Seller.

"Litigation" means any action, cause of action, suit, claim, charge, complaint, inquiry, investigation, mediation, audit, grievance, demand, hearing or proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity before any Governmental Entity.

"Material Adverse Effect" means any state of facts, change, event, effect, development, condition, circumstance or occurrence (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences), that (a) is materially adverse to the condition (financial or otherwise), assets, Liabilities, or operations of the Business (taken as a whole), including (for the avoidance of doubt and notwithstanding any carve out in the following provisions) the re-escalation (or "2nd wave") of the COVID-19 pandemic, or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of the Seller to consummate the transactions contemplated by this Agreement or the Related Agreements on the terms set forth herein and therein; provided, however, that with respect to clause (a) only, no change event, development or occurrence related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) national or international business, economic or political conditions, including the engagement by the United States of America in international hostilities (not domestic), affecting (directly or indirectly) the industry in which the Business operates, whether or not pursuant to the declaration of war, or the occurrence of any military or terrorist attack upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America, except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (ii) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index), except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iii) any change in GAAP or Law except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iv) any changes directly attributable to the announcement of this Agreement or any Related Agreement, including by reason of the identity of the Buyer or any of its Affiliates; (v) resulting from any act of God except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; or (vi) in the case of the Seller or the Business, (A) the failure to meet or exceed any projection or forecast (it being understood that, with respect to this clause (vi)(A), the underlying facts or circumstances giving rise or contributing to the failure to meet such projection(s) or forecast(s) may be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect), or (B) changes in the business or operations of the Seller (including changes in credit terms offered by suppliers or financing sources) resulting from the announcement or the filing of the Sellers' Chapter 11 Cases and the Seller's financial condition or the Seller's status as a debtor under Chapter 11 of the Bankruptcy Code.

"Material Contract" has the meaning set forth in Section 3.5(a).

"Milestones" has the meaning set forth in Section 5.3(d).

"Necessary Consents" has the meaning set forth in Section 2.8(g).

"New Facility" means that certain premises located at [redacted], or any other location agreed upon by the Buyer and the Seller.

"Opt Out Deadline" has the meaning set forth in Section 2.8(c).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice.

"Owned Equity Interests" means any (a) equity interests, shares of capital stock, rights to purchase shares of capital stock, warrants, options, calls or restricted stock (whether or not currently exercisable), (b) equity appreciation, phantom stock, stock plans, profit participation plans, profit units, profit interests, equity plans or similar rights, (c) participations or other equivalents of or interests in (however designated, including units thereof) the equity (including common stock, preferred stock and limited liability company, partnership and joint venture interests) of such Person and (d) securities exchangeable for or convertible or exercisable into any of the foregoing equity interests or securities, in each case held by the Seller.

"Party" has the meaning set forth in the preamble.

"Permit" means any franchise, approval, permit, license, order, registration, certificate, variance, Consent, exemption, ratification, waiver or similar right or authorization issued, granted, given or otherwise obtained from or by any Governmental Entity, under the authority thereof, or pursuant to any applicable Law.

"Permitted Liens" means Liens, (a) with respect to leased or licensed personal property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assumed Contract and (b) with respect to Capital Leases for an aggregate amount of Indebtedness not to exceed Ten Thousand Dollars ($10,000).

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Entity or any group or syndicate of any of the foregoing.

"Personal Property Taxes" means personal property Taxes of the Seller to the extent they become allowed claims in the Sellers' Chapter 11 Cases under sections 503(b)(1)(B) or 507(a)(8)(B) of the Bankruptcy Code.

"Petition Date" has the meaning set forth in the recitals.

"Post-Closing Statement" has the meaning set forth in Section 2.7(a).

"Pre-Closing Retention Payments" has the meaning set forth in Section 5.12(a).

"Prepaid Expenses" means all deposits (including customer deposits and security deposits (whether maintained in escrow or otherwise) for rent, electricity, telephone bonds or other sureties or other expenses (including all prepaid rent and all prepaid charges, expenses and rent under any

personal property leases)), advances, prepaid expenses, prepayments, rights under warranties or guarantees, vendor rebates and other refunds of every kind and nature (whether or not known or unknown or contingent or non-contingent), except that professional fee retainers and prepaid deposits related thereto shall not be included in the definition of "Prepaid Expenses."

"Previously Omitted Contract" has the meaning set forth in Section 2.8(i).

"Purchase Price" has the meaning set forth in Section 2.5(a).

"Qualified Bid" means competing bids that are submitted by a qualified bidder in accordance with the Bidding Procedures and Bidding Procedures Order.

"Records" means, with respect to the Business, the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, electronic mail communications, lists (including client and customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications, creative materials, advertising and promotional materials, marketing plans, studies, reports, data, supplier and vendor lists, purchase orders, sales and purchase invoices, production reports, personnel and employment records, financial and accounting records and similar materials related to the Business and specifically excluding the Seller's corporate minutes book and related corporate records and books, files and papers not otherwise relating exclusively to the Business.

"Registered" means issued by, registered with, renewed by or the subject of a pending application before any Governmental Entity or domain name registrar.

"Related Agreements" means the Escrow Agreement, the Bills of Sale, the Assignment and Assumption Agreements, the Intellectual Property Assignment and each other agreement, document or instrument executed or delivered by a Party in connection with the foregoing, this Agreement, the Sale Order or the transactions contemplated hereby or thereby.

"Related Party" means any employee, officer, director, manager, equity holder or Affiliate of the Seller or Solutions, or any member of the immediate family of the foregoing.

"Release" means the release, spill, emission, leaking, pumping, pouring, emptying, escaping, dumping, injection, deposit, disposal, discharge, dispersal, leaching or migrating of any Hazardous Material into the environment.

"Representative" of a Person means such Person's officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents of such Person.

"Retention Bonus Agreements" has the meaning set forth in Section 5.12(a).

"Retention Fund Amount" means (a) $500,000 *less* (b) any Pre-Closing Retention Payments *less* (c) any reasonable costs and expenses incurred by the Seller Parties at the direction of the Buyer pursuant to Section 5.13 (to the extent such costs and expenses have not been reimbursed by the Buyer prior to the Closing) *less* (d) the lesser of (i) $75,000 and (ii) the aggregate amount of any reasonable costs and expenses incurred by the Seller Parties (A) at the direction of

the Buyer pursuant to Section 5.14 or (B) as otherwise necessary to fulfill their obligations under Section 5.14 or satisfy the conditions set forth Section 7.1(g) and Section 7.1(h); provided, that in no event will the Retention Fund Amount be less than zero.

"Review Period" has the meaning set forth in Section 2.7(b).

"Sale Motion" means that motion to be filed in the Sellers' Chapter 11 Cases requesting that the Bankruptcy Court (a) enter the Bidding Procedures Order and (b) enter the Sale Order at the final hearing on the Sale Motion, and approve all related transactions.

"Sale Order" means an order to be entered by the Bankruptcy Court in the Sellers' Chapter 11 Cases approving, pursuant to sections 105, 363, and 365 of the Bankruptcy Code, this Agreement and the transactions contemplated hereby, in all respects as shall be reasonably satisfactory to the Seller and the Buyer, (i) approving the sale and transfer of the Acquired Assets to the Buyer free and clear of all Liens, claims and interests other than Permitted Liens, if any, pursuant to section 363(f) of the Bankruptcy Code; (ii) approving the assumption and assignment to the Buyer of the Assumed Contracts; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing a finding that the transactions contemplated by this Agreement are undertaken by the Seller Parties and the Buyer (solely in its capacity as such) at arm's length, without collusion, and finding that the Buyer is a good-faith Buyer entitled to the protections of section 363(m) of the Bankruptcy Code; (v) finding that due and adequate notice of the approval of the sale hearing and proposed Sale Order and an opportunity to be heard were provided to all Persons entitled thereto, including but not limited to, federal, state and local taxing and regulatory authorities; (vi) confirming that the Buyer is acquiring the Acquired Assets free and clear of all Liabilities, other than the Assumed Liabilities; (vii) assuring that the Buyer will not be subject to successor liability for any claims or causes of action of any kind or character against any Seller, whether known or unknown, unless expressly assumed as an Assumed Liability pursuant to this Agreement; (vii) authorizing the Buyer to freely own and operate the Acquired Assets; (ix) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement; (x) providing that the provisions of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) are waived and there will be no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure; (xi) permitting the Buyer to waive, in its sole discretion, the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure; and (xii) granting related relief, and which order shall be in all respects reasonably satisfactory to the Buyer; provided, that the Sale Order shall (A) not be inconsistent with this Agreement in a manner adverse to the Buyer without Buyer's consent, (B) not contain any provision that is materially adverse to the Buyer without Buyer's consent, and (C) contain a provision assigning, to the maximum extent permitted by law, on a quitclaim basis, the right to enforce the rights of the Seller Parties that are set forth in Section 5.13 of the Disclosure Schedule, and without any representation or warranty from the Seller Parties, including as to the assignability or enforceability of such rights.

"Seller" has the meaning set forth in the preamble.

"Seller Parties" has the meaning set forth in the preamble.

"Sellers' Chapter 11 Cases" has the meaning set forth in the recitals.

"Service Provider" means any individual independent contractor, consultant or worker of a third-party staffing agency or other provider, in each case, engaged by the Seller or an Affiliate thereof to provide services to the Business.

"Service Technicians" means each Business Employee as of the applicable date that is a plumber, electrician, HVAC technician, appliance repair technician, installer, install assistant, service technician, CSR, maintenance technician or other technician, including any individual who qualifies the Business with respect to any plumbing, HVAC, electrical or similar license.

"Shared Contract" means any Contract to which the Seller, Solutions or any of their respective Affiliates is a party that relates to or is used by the Business but that is not (and is not required to be) set forth on Section 2.8(c)(i) of the Disclosure Schedule.

"Solutions" has the meaning set forth in the preamble.

"Statement of Objections" has the meaning set forth in Section 2.7(b).

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or other Persons performing similar functions with respect to such corporation) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director, managing member or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Successful Bidder" means the bidder who shall have submitted the highest or otherwise best bid at the conclusion of the Auction in accordance with the Bidding Procedures and Bidding Procedures Order.

"Tax" or "Taxes" means any net or gross income, net or gross receipts, net or gross proceeds, capital gains, capital stock, sales, use, user, leasing, lease, transfer, natural resources, premium, ad valorem, value added, franchise, profits, gaming, license, capital, withholding, payroll or other employment, estimated, goods and services, severance, excise, stamp, fuel, interest equalization, registration, recording, occupation, turnover, personal property (tangible and intangible), real property, unclaimed or abandoned property, alternative or add-on, windfall or excess profits, environmental, social security, disability, unemployment or other tax or customs duties or amount imposed by (or otherwise payable to) any Governmental Entity, or any interest, any penalties, additions to tax or additional amounts assessed, imposed or otherwise due or payable under applicable Laws with respect to taxes, in each case, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Transfer Tax" has the meaning set forth in Section 6.5.

"Transferred Employee" has the meaning set forth in Section 6.4(a).

"Transition Services Agreement" has the meaning set forth in Section 2.10(a)(v).

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Delaware, or in any other state to the extent the law of such other state shall govern or apply to a specific asset or property of the Seller.

"WARN Act" has the meaning set forth in Section 3.9(a).

"WARN List" has the meaning set forth in Section 3.9(c).

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of Acquired Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, and on the terms and subject to the conditions of this Agreement and subject to entry by the Bankruptcy Court of the Sale Order, at the Closing, the Buyer shall purchase, acquire, and accept from the Seller, and the Seller shall sell, transfer, assign, convey, and deliver to the Buyer (or its assignee pursuant to Section 9.4), all of the Seller's right, title and interest in and to all of the following properties, rights, interests and other tangible and intangible assets of the Seller (the "Acquired Assets"), free and clear of all Liens (other than Permitted Liens), wherever located, whether real, personal or mixed, tangible or intangible (but excluding in each case any Excluded Assets):

(a) all rights, claims (including warranty, indemnity, and similar claims) or causes of action (including all claims and causes of action arising under sections 542 through 553 of the Bankruptcy Code and any analogous Law), and the proceeds thereof, choses in action, rights of recovery, rights of set off, and rights of recoupment, rights of subrogation, right to insurance proceeds, and all other claims, causes of action, lawsuits, judgments, privileges, counterclaims, defenses of any kind of the Seller relating to or arising against any party (including, for the avoidance of doubt, suppliers, vendors, merchants, manufacturers, counterparties to Assumed Contracts, and counterparties to Assumed Permits) arising out of events occurring prior to the Closing and related to the Acquired Assets, including, for the avoidance of doubt, arising out of events occurring prior to the commencement of the Sellers' Chapter 11 Cases, and including any rights under or pursuant to any and all warranties, licenses, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to the Seller, in each case, relating to the Business;

(b) all tangible property, accounts, machinery, equipment, Furnishings and Equipment, Inventory (including any goods in transit, even if title to such goods would pass free on board destination) and tenant improvements;

(c) all assets that are located at or associated with the Leased Real Property;

(d) all Information Technology Systems assets, and related software, systems and equipment, including all such items that are owned by the Seller for use in the Business or licensed, subscribed to or leased for use in the Business and governed by any Assumed Contract;

(e) all Assumed Contracts;

(f) all Assumed Permits;

(g) all Intellectual Property owned by the Seller, including all Intellectual Property listed on Section 3.15 of the Disclosure Schedule and all Intellectual Property that is governed by any Assumed Contract (the "Intellectual Property Assets");

(h) all goodwill associated with the Acquired Assets or the Business;

(i) all Prepaid Expenses of the Seller;

(j) to the extent not prohibited by Law and not subject to attorney-client privilege or other work product privilege, all Records of the Business;

(k) all telephone and facsimile numbers of the Business and all records of email addresses of customers and suppliers of the Business;

(l) any deposit held by the State of Florida with respect to the Seller's home warranty services (to the extent such transfer is approved by the State of Florida); and

(m) any other assets and properties of the Seller.

Section 2.2 Excluded Assets. Nothing contained herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Buyer, and the Seller shall retain all of its right, title and interest to, in and under the Excluded Assets.

Section 2.3 Assumed Liabilities. On the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing (or, with respect to assumed liabilities under Assumed Contracts or Assumed Permits that are assumed by the Buyer after the Closing, such later date of assumption as provided in Section 2.8), the Buyer shall assume and become responsible for the following Liabilities (collectively, the "Assumed Liabilities") and no other Liabilities, including the Excluded Liabilities, of the Seller, and from and after the Closing (or such later date of assumption as provided in Section 2.8), agrees to timely pay, honor and discharge, or cause to be timely paid, honored and discharged, all Assumed Liabilities when due and in a timely manner in accordance with the terms thereof, and except for the Assumed

Liabilities, the Buyer shall not be deemed to have assumed any other Liabilities of the Seller, any of their respective Affiliates or any predecessors of the foregoing:

(a) all Liabilities arising after the Closing Date under the Assumed Contracts and the Assumed Permits included in the Acquired Assets that are incurred from the use of the Acquired Assets and conduct of the Business by the Buyer following the Closing Date, but only to the extent that such Liabilities do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by the Seller on or prior to the Closing;

(b) all Cure Amounts up to and including (but not in excess of) the Cure Amounts Cap pursuant to Section 2.8(f);

(c) Transfer Taxes, to the extent borne by the Buyer pursuant to Section 6.5;

(d) the Liabilities of the Seller with respect to customer warranty claims of the Business for services provided or jobs completed prior to Closing;

(e) the Liabilities of the Seller to customers of the customer membership programs of the Business with respect to such customer membership programs; and

(f) (i) all accrued vacation and sick time of the Transferred Employees that remains unused or unpaid as of the Closing and (ii) any other Liabilities described as being assumed or fulfilled by the Buyer in Section 6.4(b).

Section 2.4 Excluded Liabilities. Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that the Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of the Seller, whether existing at any time before or after the Closing Date or arising thereafter, other than the Assumed Liabilities (all such Liabilities that the Buyer is not assuming being referred to collectively as the "Excluded Liabilities"). Without limiting the foregoing, the Buyer shall not be obligated to assume, does not assume and hereby disclaims all the Excluded Liabilities, including the following Liabilities of the Seller whether incurred or accrued at any time before, in connection with or after the Closing Date:

(a) except as otherwise provided in Section 2.12 or Section 6.5, (i) all Taxes of the Seller or any of its Affiliates, including Taxes imposed on the Seller under Treasury Regulations Section 1.1502-6 and similar provisions of state, local or foreign Tax Law accruing prior to the Closing and (ii) all Liabilities for Taxes relating to the Business, Acquired Assets or Transferred Employees for all Taxable periods (or portions thereof) ending on or prior to the Closing Date (including, for the avoidance of doubt, any payroll or other employment Taxes deferred by the Seller pursuant to Section 2302 of the CARES Act);

(b) all Liabilities of the Seller for fees, costs and expenses incurred in connection with the Sellers' Chapter 11 Cases or negotiating, preparing, closing and carrying out this Agreement and the transactions contemplated hereby, including (i) any fees and expenses of attorneys, investment bankers, finders, brokers, accountants and consultants and (ii) any fees, costs and expenses or payments related to any transaction

bonus, discretionary bonus, change-of-control payment, retention or other compensatory payments made to any Business Employee or Service Provider (including the employer portion of any payroll, social security, unemployment or similar Taxes related thereto);

(c) all Personal Property Taxes;

(d) all Liabilities of the Seller in respect of Indebtedness (except to the extent of any Cure Amounts under any Assumed Liabilities and any capitalized leases that are Assumed Contracts);

(e) all Liabilities arising in connection with any violation or any other claim arising under any applicable Law relating to the period prior to the Closing Date by the Seller, including any Environmental, Health and Safety Requirements;

(f) all Litigation and any other Liabilities, including any tort claims, breach of contract claims, employment claims and discrimination claims, to the extent relating to Claims (including Claims instituted after the Closing Date), events or conditions arising out of or relating in any way to the conduct or operation of the Business or the ownership of the Acquired Assets prior to the Closing Date even if instituted after the Closing Date;

(g) All Liabilities and obligations arising out of, relating to or in connection with incidents or events occurring prior to the Closing Date by any Person employed by, or acting as an independent contractor on the property of or on behalf of, the Seller for payment, claims or benefits under workers' compensation Laws or any other Law;

(h) all Liabilities of the Seller with respect to, or relating to or arising out of the candidacy for employment or service, the employment or service or termination of employment or service of any employee (including any Transferred Employee) or Service Providers of the Seller or its Affiliates (except to the extent expressly assumed by the Buyer pursuant to Section 2.3(f)), including (i) all Liabilities arising under the WARN Act relating to the termination of any current or former employee or contractor of the Seller, or any Affiliate of the Seller, and (ii) all Liabilities relating to Business Employees who do not become Transferred Employees;

(i) all Liabilities arising in connection with or in any way relating to the Seller (or any predecessor or any prior owner of all or part of their business and assets), any property now or previously owned, leased or operated by the Seller or the Acquired Assets or any activities or operations occurring or conducted at any real property used or held for use by the Seller (including offsite disposal), which (i) arise under or relate to any Environmental, Health and Safety Requirements and (ii) relate to actions occurring or conditions existing on or prior to the Closing Date;

(j) all Liabilities arising out of or related to any Excluded Asset;

(k) all Cure Amounts in excess of the Cure Amounts Cap;

(l) all Liabilities to any (i) owner or former owner of capital stock or other equity interests of the Seller, (ii) current or former officer or director of the Seller, or (iii)

any Affiliate of the Seller, in each case in their capacity as such, including all intercompany balances;

(m) all other Liabilities that are not Assumed Liabilities, including all Liabilities arising under or in connection with written or oral Contracts;

(n) all Liabilities of the Seller constituting accounts payable incurred prior to the Closing Date (other than Cure Amounts that are the responsibility of the respective Party as set forth in Section 2.3(b) and Section 2.4(k)) or otherwise expressly included as an Assumed Liability pursuant to Section 2.3;

(o) all Liabilities arising under or with respect to any Employee Benefit Plan at any time maintained, contributed to or required to be contributed to by any of the Seller or any of its ERISA Affiliates, or under which any of the Seller or any of its ERISA Affiliates has or may incur any Liability, or any contributions, benefits or Liabilities therefor, or any Liability with respect to the Seller's or any of the Seller's ERISA Affiliates', withdrawal or partial withdrawal from or termination of any Employee Benefit Plan; and

(p) all other Liabilities of the Seller under this Agreement and the Related Agreements and the transactions contemplated hereby or thereby (excluding all the Assumed Liabilities).

Section 2.5 Consideration.

(a) The aggregate consideration for the sale and transfer of the Acquired Assets to the Buyer (the "Purchase Price") shall consist of:

(i) an amount equal to (A) $38,000,000, *minus* (B) the Closing Assumed Indebtedness Amount, *minus* (C) the Retention Fund Amount; and

(ii) the assumption by the Buyer of the Assumed Liabilities (including the Cure Amounts up to and including (but not in excess of) the Cure Amounts Cap).

(b) On or before the date that is five (5) Business Days prior to the anticipated Closing Date, the Seller will prepare and deliver to the Buyer a statement (the "Closing Purchase Price Statement"), setting forth (i) the Seller's good faith estimate of the Closing Assumed Indebtedness Amount and (ii) the resulting calculation of the Purchase Price (such calculation, the "Closing Purchase Price"). Concurrently with the delivery of the Closing Purchase Price Statement, the Seller will provide to the Buyer reasonable supporting detail with respect to the calculation of such amounts. Prior to the Closing, the Buyer will have an opportunity to conduct a good faith review of, and consult with the Seller regarding, each element set forth in the Closing Purchase Price Statement. The Seller will consider in good faith any proposed changes to the Closing Purchase Price Statement proposed by the Buyer no later than three (3) Business Days prior to the Closing Date and update the Closing Purchase Price Statement if and to the extent so agreed with the Buyer in response to such comments; provided, that if the Seller reasonably disagrees with any such changes, the position of the Seller with respect to such changes will control for

purposes of calculation of the Closing Purchase Price; provided, that such failure to agree will not prejudice or limit the Buyer's rights pursuant to Section 2.7.

Section 2.6 Deposit Amount.

(a) On the first Business Day following the date hereof, the Buyer, Solutions and the Escrow Agent will execute and deliver the Escrow Agreement. Simultaneously with the execution and delivery of the Escrow Agreement, the Buyer shall deposit into escrow with Escrow Agent an amount equal to $3,800,000 (such amount, together with all interest and other earnings accrued thereon, the "Deposit Amount"), by wire transfer of immediately available funds pursuant to the terms of the Escrow Agreement.

(b) The Buyer and Solutions shall instruct the Escrow Agent to release and deliver the Deposit Amount to either the Buyer or the Seller as follows:

(i) if the Closing shall occur, the Deposit Amount shall be delivered to the Seller at Closing and applied towards the Purchase Price payable by the Buyer pursuant to Section 2.5;

(ii) if this Agreement is terminated pursuant to (A) Section 8.1(a)(iii), (B) Section 8.1(a)(v), solely to the extent the final and nonappealable Legal Restraint that results in such termination is the failure of the condition to Closing set forth in Section 7.3(c) to be satisfied, or (C) Section 8.1(a)(vii), solely to the extent that all conditions to Closing set forth in Article VII have been satisfied or waived, in each case in accordance with the terms set forth in Article VII (other than conditions with respect to actions that either or both the Seller and the Buyer will take at the Closing itself), other than the condition set forth in Section 7.3(c), the Deposit Amount shall be delivered to the Seller; or

(iii) if this Agreement is terminated other than in a manner described in Section 2.6(b)(ii), the Deposit Amount shall be delivered to the Buyer.

(c) The Parties acknowledge that the agreements contained in this Section 2.6 are an integral part of the transactions contemplated in this Agreement, that the damages resulting from termination of this Agreement under circumstances where the Seller are entitled to the Deposit Amount are uncertain and incapable of accurate calculation and that the delivery of the Deposit Amount pursuant to Section 2.6(b)(ii) is not a penalty but rather shall constitute liquidated damages in a reasonable amount that will compensate the Seller in the circumstances where the Seller are entitled to the Deposit Amount for the efforts and resources expended and opportunities forgone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, and that, without these agreements, the Seller and the Buyer would not enter into this Agreement. Notwithstanding anything to the contrary in this Agreement, without limiting the Seller's rights under Section 9.9, in the event the Buyer breaches this Agreement (including failure to consummate the Closing and the transactions contemplated thereby), (i) the Seller's sole remedy shall be to terminate this Agreement in accordance with any applicable provision of Section 8.1 and, if applicable, to retain the

Deposit Amount and (ii) in no event shall the Buyer have any Liability to the Seller other than the Deposit Amount as set forth in this Section 2.6.

Section 2.7 Adjustment to Closing Purchase Price.

(a) On the date that is on or before the date that is thirty (30) days following the Closing Date, the Buyer will prepare and deliver a statement (the "Post-Closing Statement"), setting forth the Buyer's good faith calculation of (i) the Closing Assumed Indebtedness Amount and (ii) the resulting calculation of the Purchase Price. If the Buyer fails to deliver the Post-Closing Statement within such thirty (30) day period, the Seller may prepare and deliver, or cause to be prepared and delivered, the Post-Closing Statement, in which case (1) the Buyer shall have the same rights as provided to the Seller with respect to the Post-Closing Statement under this Section 2.7, applicable *mutatis mutandis*, and (2) all references in this Section 2.7 to the Buyer and the Seller, respectively, shall be read as references to the Buyer and the Seller, respectively.

(b) Upon receipt of the Post-Closing Statement, the Seller will have thirty (30) days (the "Review Period") to review such Post-Closing Statement and related computations. If the Seller has accepted such Post-Closing Statement in writing or the Seller has not given written notice to the Buyer setting forth any objection of the Seller to such Post-Closing Statement (a "Statement of Objections") prior to the expiration of the Review Period, then such Post-Closing Statement will be final and binding upon the Parties, and will be deemed the Final Closing Statement for purposes of Section 2.7(d). Any Statement of Objections given by the Seller will specify in reasonable detail each item that the Seller disputes, the amount in dispute and the reasons supporting the position of the Seller. During the Review Period, following a written request by the Seller and at all times until the Purchase Price is finally determined in accordance with this Section 2.7, the Buyer shall promptly provide to the Seller (subject to executing any required customary access letters) with reasonable access to such documents, books, records and work papers as the Seller may reasonably request to the extent related to the items set forth in the Post-Closing Statement; provided, that the Buyer will not be required to provide any such access to the extent such access would (i) unreasonably interfere with the normal business operations of the Buyer or its Affiliates, (ii) violate any Law, Permit or Contract to which the Buyer or its Affiliate is a party or (iii) result in the loss of the ability to successfully assert attorney-client and work product privileges.

(c) In the event that the Seller delivers a Statement of Objections during the Review Period, the Buyer and the Seller will negotiate in good faith to resolve any such objection within thirty (30) days following the receipt by the Buyer of the Statement of Objections (the "Consultation Period"), which negotiations will, unless otherwise agreed by the Seller and the Buyer, be governed by Rule 408 of the Federal Rules of Evidence (and any applicable similar state rule). If the Seller and the Buyer are unable to reach an agreement as to any such objections within the Consultation Period, then either Party may submit such matter to a nationally recognized accounting firm that is reasonably acceptable to the Buyer and the Seller (such accountant, the "Arbitrating Accountant") (provided that if the Buyer and the Seller cannot agree on an accountant within thirty (30) days of receipt by a Party of a Statement of Objections, then the Buyer and the Seller will cause the

American Arbitration Association to appoint the Arbitrating Accountant) for resolution of the remaining disputed matters. The Arbitrating Accountant will act as an expert and not an arbitrator and will only consider those items that are identified on the Statement of Objections as in dispute unless otherwise agreed during the Consultation Period. Each of the Seller and the Buyer will use its commercially reasonable efforts to cause the Arbitrating Accountant to resolve all disagreements as soon as practicable and in any event within thirty (30) days after the submission of any dispute to the Arbitrating Accountant, which determination must be in writing and must set forth, in reasonable detail, the basis therefor. The Arbitrating Accountant's determination will be made solely in accordance with the terms and procedures set forth in this Agreement, including the terms defined herein that are applicable to its determination, and based solely on the submissions and supporting materials provided by the Buyer and the Seller (copies of which shall be provided to the other Party) in accordance with the terms and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The Arbitrating Accountant may not assign a value to any item greater than the greatest value for such item claimed by either Party or less than the smallest value for such item claimed by either Party. The resolution of the dispute by the Arbitrating Accountant will be final, binding and non-appealable on the Parties absent manifest error. No ex parte conferences, oral examinations, testimony, depositions, discovery or other form of evidence gathering or hearings will be conducted or allowed. The costs and expenses of the Arbitrating Accountant will be borne by the Buyer in the proportion that the aggregate dollar amount of the items that are successfully disputed by the Seller (as finally determined by the Arbitrating Accountant) bears to the aggregate dollar amount of the items submitted to the Arbitrating Accountant and by the Seller in the proportion that the aggregate dollar amount of the disputed items that are unsuccessfully disputed by the Seller (as finally determined by the Arbitrating Accountant) bears to the aggregate dollar amount of the items submitted to the Arbitrating Accountant.

(d) The Post-Closing Statement (i) that has become final and binding pursuant to Section 2.7(b) or Section 2.7(c) or (ii) as determined by the Arbitrating Accountant is referred to in this Agreement as the "Final Closing Statement", and the Purchase Price set forth on such Final Closing Statement is referred to in this Agreement the "Final Purchase Price".

(e) In the event that the Final Purchase Price is greater than the Closing Purchase Price (such excess, the "Final Overage"), then the Buyer will pay to the Seller, within five (5) Business Days of the determination of the Final Overage and the Final Closing Statement, to such account specified to the Buyer by the Seller, an amount equal to the lesser of (A) the Final Overage and (B) the Adjustment Escrow Amount.

(f) In the event that the Closing Purchase Price is greater than the Final Purchase Price (such excess, the "Final Underage"), the Buyer and Solutions will promptly deliver a joint written instruction to the Escrow Agent to effectuate disbursement of the absolute value of the Final Underage to the Buyer from the Adjustment Escrow Fund.

(g) If any amount remains in the Adjustment Escrow Fund following the payment of the Final Overage or Final Underage, as applicable, then the Buyer and

Solutions will promptly deliver a joint written instruction to the Escrow Agent instructing it to release (i) first, any then-outstanding amounts owed by the Seller pursuant to Section 2.12 to the Buyer (not to exceed the total amount then-remaining in the Adjustment Escrow Fund) and (ii) thereafter, any remaining amount of the Adjustment Escrow Fund to the Seller.

(h) The process set forth in this Section 2.7 shall be the exclusive remedy of the Parties with respect to any dispute related to the Post-Closing Statement or the amounts set forth therein, provided, however, that nothing herein shall prohibit the Buyer or the Seller from bringing any Litigation to enforce any final determination by the Arbitrating Accountant in any court or other tribunal of competent jurisdiction and otherwise in accordance with Section 9.6. No Party shall be entitled to any duplicative recovery as a result of the rights and remedies set forth in this Section 2.7.

(i) The Parties agree that any adjustment as determined pursuant to this Section 2.7 will be treated as an adjustment to the Purchase Price for Tax purposes, except as otherwise required by Law.

Section 2.8 Assumption and Assignment of Contracts, Leases and Permits.

(a) The Sale Order shall provide for the assumption by the Seller, and the assignment of the Assumed Contracts and Assumed Permits to the maximum extent permitted by the Bankruptcy Code by the Seller to the Buyer, and on the terms and conditions set forth in the remainder of this Section 2.8.

(b) At the Buyer's request, the Seller shall reasonably cooperate from the date hereof forward with the Buyer as reasonably requested by the Buyer (i) to allow the Buyer to enter into an amendment of any Contract or Lease upon assignment to the Buyer of such Contract or Lease (and the Seller shall reasonably cooperate with the Buyer to the extent reasonably requested with the Buyer in negotiations with the applicable non-debtor counterparties and/or landlords), or (ii) to otherwise amend any Contract or Lease to the extent such amendments would not adversely affect the Seller in a material manner unless the Buyer indemnifies the Seller; provided that the Seller shall not be required to enter into any such amendment if such amendment would result in an assumption by the Seller of such Lease, unless such Lease will be assigned to (and Liabilities associated therewith assumed by) the Buyer at the time of such assumption or contemporaneously therewith. The Buyer shall compensate the Seller for any reasonable, out-of-pocket, non-fixed costs with respect to the foregoing.

(c) The Seller represent and warrant that (i) Section 2.8(c)(i) of the Disclosure Schedule sets forth a true, correct, and complete list of all Contracts and Leases to which the Seller is a party that can be assigned to the Buyer, together with the proposed Cure Amount in respect of each such Contract or Lease and (ii) Section 2.8(c)(ii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Assumable Permits. The Buyer has advised the Seller that it may want the Seller to assume and assign certain of the Contracts and Leases set forth in Section 2.8(c)(i) of the Disclosure Schedule and Assumable Permits set forth in Section 2.8(c)(ii) of the Disclosure Schedule, in each

case, under section 365 of the Bankruptcy Code. The inclusion of any Contract or Lease on Section 2.8(c)(i) of the Disclosure Schedule or Assumable Permit on Section 2.8(c)(ii) of the Disclosure Schedule does not constitute an admission that a particular contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract, Lease or Assumable Permit will ultimately be assumed. All rights of the Buyer with respect thereto are reserved. The Buyer shall, no later than five (5) days prior to the earlier of (A) a scheduled Auction or, (B) in the event no Auction is held, the hearing scheduled to consider entry of the Sale Order (the "Designation Deadline"), identify in writing to the Seller the Contracts, Leases and Assumable Permits that the Buyer has decided, subject to its other rights in this Section 2.8, will be Assumed Contracts by putting such Contracts and Leases onto a contract and cure schedule (the "Contract and Cure Schedule") (which such schedule will include any Retention Bonus Agreements), or will be Assumed Permits by putting such Assumable Permits on the "Assumed Permit Schedule"), which may be modified from time to time as set forth herein. Notwithstanding the foregoing, subject to its other rights in this Section 2.8, if the Buyer is designated as the Successful Bidder at the Auction, no later than two (2) days prior to the Closing Date (the "Opt Out Deadline"), the Buyer may add or remove any Contract, Lease or Assumable Permit (other than any Retention Bonus Agreements) to or from the Contract and Cure Schedule or Assumed Permit Schedule, as applicable, in each case as may have been amended prior thereto by the Buyer in accordance with this clause (c). The final Contract and Cure Schedule, as modified by any such designations, removals, or as otherwise provided in this Section 2.8, is referred to as the "Closing Assumed Contract List". The final Assumed Permit Schedule, as modified by any such designations, removals, or as otherwise provided in this Section 2.8, is referred to as the "Closing Assumed Permit List". For the avoidance of doubt, at any time and from time to time prior to the Designation Deadline, or if the Buyer is designated as the Successful Bidder at the Auction, the Opt Out Deadline, the Buyer shall have the right, in its sole and absolute discretion, to designate a Contract, Lease or Assumable Permit for exclusion and rejection by delivering written notice to the Seller along with (x) a modified Contract and Cure Schedule (and all such Contracts and Leases shall be Excluded Assets and all Liabilities arising under or in connection with such Contracts shall be Excluded Liabilities) or (y) a modified Assumed Permit Schedule (and all such Assumable Permits shall be Excluded Assets and all Liabilities arising under or in connection with such Assumable Permits shall be Excluded Liabilities), without the necessity of providing prior notice to any non-debtor counterparty to any such Contract, Lease or Assumable Permit.

(d) Unless the Bankruptcy Court orders otherwise, each Contract and Lease included on the Closing Assumed Contract List and Assumable Permit included on the Closing Assumed Permit List will be deemed to have been assigned to the Buyer and become an Assumed Contract or Assumed Permit, as applicable, on the date (the "Assumption Effective Date") that is the later of: (i) the Closing Date, or (ii) contemporaneously with the resolution of any objections to the assumption and assignment of such Contract or Lease (or to a proposed Cure Amount) or Assumable Permit.

(e) As part of the Sale Motion (or as necessary in one or more separate motions), the Seller shall request that, by virtue of the Seller providing ten (10) Business

Days' prior notice of its intent to assume and assign any Contract, Lease or Assumable Permit, which notice shall be provided on or after the Designation Deadline or the Opt Out Deadline, as applicable, the Bankruptcy Court shall deem (by way of the Bidding Procedures Order or such other order of the Bankruptcy Court) any non-debtor party to such Contract, Lease or Assumable Permit that does not file an objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract, Lease or Assumable Permit by the Seller and assignment to the Buyer. Subject to Section 2.8(j), (i) each Contract and Lease that is listed on Section 2.8(c)(i) of the Disclosure Schedule, but not the Closing Assumed Contract List, shall be rejected by the Seller and (ii) each Assumable Permit that is listed on Section 2.8(c)(ii) of the Disclosure Schedule, but not the Closing Assumed Permit List shall be rejected by the Seller, in each case of (i) and (ii), subject to approval by the Bankruptcy Court.

(f) In connection with the assumption and assignment to the Buyer of any Assumed Contract, the Cure Amounts, as agreed among the applicable non-debtor counterparty, the Seller and the Buyer, or as determined by the Bankruptcy Court, if any necessary to cure all defaults and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Contracts, if any, including any amounts payable to any landlord under any Lease that is an Assumed Contract, in each that relates to the period prior to the Assumption Effective Date (such amounts, the "Cure Amounts"), shall be paid (i) by the Buyer, in an aggregate amount not to exceed the Cure Amounts Cap, and (ii) by the Seller, to the extent of any Cure Amounts in excess of the Cure Amounts Cap, in each case on the Assumption Effective Date.

(g) The Seller shall use its commercially reasonable best efforts to obtain an order of the Bankruptcy Court (including the Sale Order) to assign the Assumed Contracts to the Buyer on the terms set forth in this Section 2.8. In the event the Seller are unable to assign any such Assumed Contract or Assumed Permit to the Buyer pursuant to an order of the Bankruptcy Court for any reason, including that the Consent of a Governmental Entity or third party is necessary to assume and assign such Assumed Contracts to the Buyer (the "Necessary Consents") and such Necessary Consent has not yet been obtained, then the Parties shall use their commercially reasonable efforts until the one hundred eightieth (180th) day after the Closing Date (the "Consent Deadline") to obtain, and to cooperate in obtaining, all Consents from Governmental Entities and third parties necessary to assume and assign such Contract, Lease or Assumable Permit to the Buyer, including paying any applicable Cure Amounts in accordance with Section 2.8(f).

(h) To the extent that any Consent that is required to assign to the Buyer any Contract or Lease is not obtained by the Closing Date, the Seller shall, with respect to each such Contract or Lease, from and after the Closing and until the earliest to occur of (x) the date on which such applicable Consent is obtained, and (y) the Consent Deadline, will (i) provide to the Buyer the benefits under such Contract or Lease Contract, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract or Lease in trust for the Buyer pending receipt of the required Consent) designed to provide such benefits to the Buyer, and (iii) use its commercially reasonable efforts to enforce for the account of the Buyer any rights of the Seller under such Contract or Lease (including the right to elect to terminate such Contract or Lease Contract in accordance with the terms thereof upon the

written direction of the Buyer). The Buyer shall reasonably cooperate with the Seller in order to enable the Seller to provide to the Buyer the benefits contemplated by this Section 2.8(h). The Buyer shall compensate the Seller for any reasonable, out-of-pocket, non-fixed costs with respect to any Assumed Contract for which a Necessary Consent has not been obtained until such time as either (a) such Assumed Contract is assumed by the Seller and assigned to the Buyer or (b) the Buyer instructs the Seller to reject such Assumed Contract.

(i) If prior to the Closing, it is discovered that a Contract should have been listed on Section 2.8(c)(i) of the Disclosure Schedule but was not so listed (any such Contract, a "Previously Omitted Contract"), the Seller shall, promptly following the discovery thereof (but in no event later than three (3) Business Days following the discovery thereof), notify the Buyer in writing of such Previously Omitted Contract and provide the Buyer with a copy of such Previously Omitted Contract and the Cure Amount (if any) in respect thereof. The Buyer shall thereafter deliver written notice to the Seller, no later than three (3) Business Days following such notice of such Previously Omitted Contract from the Seller, if the Buyer elects to so include such Previously Omitted Contract on the Contract & Cure Schedule.

(j) If the Buyer includes a Previously Omitted Contract on the Contract & Cure Schedule in accordance with Section 2.8(j), the Seller shall file and serve a notice on the contract counterparties to such Previously Omitted Contract notifying such counterparties of the Seller's intention to assume and assign to the Buyer such Previously Omitted Contract, including the proposed Cure Amount (if any). Such notice shall provide such contract counterparties with ten (10) Business Days to object, in writing, to the Seller and the Buyer to the assumption of its Contract or Lease. If such counterparties, the Seller and the Buyer are unable to reach a consensual resolution with respect to the objection, the Seller shall seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such Previously Omitted Contract. If no objection is timely served on the Seller and the Buyer, then such Previously Omitted Contract shall be deemed assumed by the Seller and assigned to the Buyer pursuant to the Sale Order. The Seller and the Buyer shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for the Buyer to assume the rights and obligations under such Previously Omitted Contract.

Section 2.9 Closing. The Parties agree that the closing of the purchase and sale of the Acquired Assets pursuant to this Agreement (the "Closing") shall take place electronically commencing at 10:00 a.m. (prevailing Eastern time) on the date that is the second (2nd) Business Day after the date on which all conditions to the obligations of the Seller and the Buyer to consummate the transactions contemplated hereby set forth in Article VII have been satisfied or waived (other than conditions with respect to actions that either or both the Seller and the Buyer will take at the Closing itself, but subject to the satisfaction or waiver (by the Party entitled to waive such condition) of those conditions), or at such other time or on such other date as shall be mutually agreed upon by the Seller and the Buyer prior thereto; provided, however, the Closing

shall occur on or prior to the End Date. The date and time on and at which the Closing actually occurs is referred to in this Agreement as the "Closing Date."

Section 2.10 Deliveries at Closing.

(a) At the Closing, the Seller shall deliver to the Buyer the following documents and other items, duly executed by the Seller Parties, as applicable:

(i) the Acquired Assets;

(ii) Bills of Sale substantially in the forms of Exhibit A-1 (with respect to the Buyer) and Exhibit A-2 (with respect to the Buyer's designee of the Customer Warranty Records pursuant to Section 9.4) attached hereto (collectively, the "Bills of Sale");

(iii) Assignment and Assumption Agreements, substantially in the Exhibit B-1 (with respect to the Buyer) and Exhibit B-2 (with respect to the Buyer's designee of the Customer Warranty Contracts and the Assumed Customer Liabilities pursuant to Section 9.4) attached hereto (collectively, the "Assignment and Assumption Agreements");

(iv) an Intellectual Property Assignment substantially in the form of Exhibit C attached hereto together with any short-form assignments requested by the Buyer for recordation with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other Governmental Entity or domain name registrar (collectively, the "Intellectual Property Assignment");

(v) a Transition Services Agreement, in the form attached hereto as Exhibit F, in all respects reasonably satisfactory to the Buyer and the Seller (the "Transition Services Agreement");

(vi) a certificate signed by an authorized officer of the Seller to the effect that each of the conditions specified in Section 7.1(a), Section 7.1(b), Section 7.1(e), Section 7.1(f), Section 7.1(g), Section 7.1(j) and Section 7.1(k) is satisfied in accordance with the terms thereof; and

(vii) from the Seller, a duly completed and executed Internal Revenue Service Form W-9 certifying that the Seller is a "U.S. person" and is not subject to United States backup withholding.

(b) At the Closing, the Buyer shall deliver to the Seller, the following documents and other items, duly executed by the Buyer or its designee pursuant to Section 9.4, as applicable:

(i) the Bills of Sale;

(ii) the Assignment and Assumption Agreements;

(iii) the Intellectual Property Assignment;

(iv) the Transition Services Agreement;

(v) a certificate to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) is satisfied in accordance with the terms thereof;

(vi) a copy of the Buyer's certificate of incorporation, certificate of formation or other formation document certified as of a date on or soon before the Closing Date by the Secretary of State (or comparable governmental officer) of the respective jurisdictions of the Buyer's incorporation or organization.

(c) At the Closing, the Buyer shall:

(i) pay to the Seller, to such account specified to the Buyer by the Seller at least two (2) Business Days prior to the Closing Date, (A) the Closing Purchase Price *minus* (B) the Adjustment Escrow Amount *minus* (C) the Deposit Amount paid to the Seller pursuant to Section 2.6; and

(ii) deposit the Adjustment Escrow Amount with the Escrow Agent to be distributed in accordance with the terms of this Agreement and the Escrow Agreement.

Section 2.11 Allocation. As soon as reasonably practicable and in no event later than sixty (60) days after the Closing Date, the Buyer shall provide the Seller with a draft allocation of the Purchase Price for federal income tax purposes, including any liabilities properly included therein, among the Acquired Assets (the "Initial Allocation"). In the event the Buyer fails to provide the Initial Allocation within such sixty (60) day period, then the Seller, may elect to deliver the Initial Allocation for review by the Buyer pursuant to the following procedures. The Buyer shall use reasonable efforts to provide, or cause to be provided, to the Seller in a timely manner any information reasonably requested by the Seller in connection with the Seller's review of the Initial Allocation. Within thirty (30) days of the receipt of the Initial Allocation, the Seller may deliver a written notice (the "Allocation Objection Notice") to the Buyer, setting forth in reasonable detail those items in the Initial Allocation that the Seller dispute, if any. If prior to the conclusion of such thirty (30)-day period, the Seller notifies the Buyer in writing that they will not provide any Allocation Objection Notice or if the Seller does not deliver an Allocation Objection Notice within such thirty (30)-day period, then the Buyer's proposed Initial Allocation shall be deemed final, conclusive and binding upon each of the Parties. Within thirty (30) days of the Seller's delivery of the Allocation Objection Notice, the Seller and the Buyer shall attempt to resolve in good faith any disputed items, and failing such resolution, the unresolved disputed items shall be referred for final binding resolution to the Arbitrating Accountant. Such determination by the Arbitrating Accountant shall be (a) in writing, (b) furnished to the Buyer and the Seller as soon as practicable (and in no event later than thirty (30) days after the items in dispute have been referred to the Arbitrating Accountant), (c) made in accordance with the procedures set forth in Section 2.7(c), *mutatis mutandis*, (d) made in accordance with the principles set forth in this Section 2.11, and (e) non-appealable and incontestable by the Buyer and the Seller. As used herein, the "Allocation" means the allocation of the Purchase Price, the

Assumed Liabilities and other related items among the Acquired Assets as finally agreed between the Buyer and the Seller or ultimately determined by the Arbitrating Accountant, as applicable, in accordance with this Section 2.11. The Allocation shall be prepared in accordance with IRC Section 1060 and the treasury regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate). The Buyer and the Seller shall each report the federal, state and local income and other Tax consequences of the transactions contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under IRC Section 1060 (or any successor form or successor provision of any future Tax Law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable Law. The Seller shall provide the Buyer and the Buyer shall provide the Seller with a copy of any information required to be furnished to the Secretary of the Treasury under IRC Section 1060.

Section 2.12 Proration of Taxes and Other Items. Except as otherwise provided in this Agreement with respect to Tax items allocable to a particular Party, to the extent that any of the items listed below in this Section 2.12 are paid by the Seller prior to the Closing or are payable by the Buyer or the Seller after the Closing Date, such items shall be apportioned as of the Closing Date such that (i) the Seller shall be liable for (and shall reimburse the Buyer, by offset against the Purchase Price, to the extent that the Buyer shall pay) that portion of such of the foregoing relating or attributable to periods on or prior to the Closing Date; and (ii) the Buyer shall be liable for (and shall reimburse the Seller, at the Closing, to the extent the Seller shall have paid) that portion of the foregoing relating or attributable to periods after the Closing Date. Should any amounts to be prorated not have been finally determined on the Closing Date, a mutually satisfactory estimate of such amounts made on the basis of the Seller's records shall be used as a basis for settlement at the Closing, and the amount finally determined will be prorated as of the Closing Date and appropriate settlement made as soon as practicable after such final determination, with final settlement to be made no later than sixty (60) days after the Closing Date. The items to be prorated in accordance with this Section 2.12 shall include, without limitation: (a) personal property, real estate, retail sales, occupancy and use Taxes, if any, on or with respect to the Business, the Acquired Assets and/or the Assumed Liabilities, except to the extent the date of the assessment of such Taxes falls before the Closing Date, in which case such Taxes shall be Excluded Liabilities; and (b) payments under any Assumed Contract that is a Lease (including, if applicable, the lease agreement for the New Facility) for the month in which the Closing occurs. The Seller and the Buyer agree to furnish each other with such documents and other records as each Party reasonably requests in order to confirm all adjustment and proration calculations made pursuant to this Section 2.12.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER PARTIES.

Each of the Seller Parties represents and warrants to the Buyer that, except as set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedule"), as of the date hereof and as of Closing:

Section 3.1 **Organization of the Seller; Good Standing**.

(a) Each Seller Party is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation.

(b) The Seller has all requisite limited liability company power and authority to own, lease and operate its assets and to carry on the Business as currently conducted.

(c) The Seller is duly authorized to do business and is in good standing as a foreign limited liability company in each jurisdiction where the ownership or operation of its assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing is not and would not reasonably be expected to be material to the Business, taken as a whole.

(d) The Seller has no Subsidiaries. All outstanding equity interests of the Seller are held of record by Solutions and beneficially owned by Solutions, and all outstanding equity interests of the Seller have been duly authorized and are fully paid and non-assessable. There are no outstanding or authorized, and there is no obligation of the Seller to issue or grant, any options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, preemptive rights, redemption rights, repurchase rights, rights of first refusal or other rights, or Contracts that could require the Seller to issue, sell or otherwise cause to become outstanding or that otherwise relate to the equity interests of the Seller or to redeem or otherwise acquire any of its outstanding equity interests, or obligate the Seller to grant, extend or enter into any such agreements.

Section 3.2 **Authorization of Transaction**. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing:

(a) each Seller Party has all requisite limited liability company power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder;

(b) the execution, delivery and performance of this Agreement and all Related Agreements to which any Seller Party is a party have been duly authorized by such Seller Party, and no other limited liability company action on the part of such Seller Party is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the transactions contemplated hereby or thereby;

(c) this Agreement has been duly and validly executed and delivered by each Seller Party, and, upon execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which any Seller Party is a party will have been duly and validly executed and delivered by such Seller Party;

(d) assuming that this Agreement constitutes a valid and legally binding obligation of the Buyer, this Agreement constitutes the valid and legally binding obligations of the Seller Parties, enforceable against each Seller Party in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity; and

(e) assuming, to the extent that it is a party thereto, that each Related Agreement constitutes a valid and legally binding obligation of the Buyer, each Related Agreement to which any Seller Party is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of such Seller Party, as applicable, enforceable against such Seller Party in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Consents and Approvals.

(a) Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will, with or without notice, lapse of time or both, (i) conflict with or result in a breach of the certificate of incorporation, certificate of formation, limited liability company agreement, by-laws or other organizational documents of the Seller Parties, (ii) conflict with or violate any Law to which either Seller Party is, or its respective assets or properties are, subject, (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any Consent or notice under any Contract to which the Seller or Solutions (with respect to the Business) is a party or by which it is bound or to which any of the Acquired Assets is subject or (iv) result in the creation or imposition of any Lien (other than a Permitted Lien) on any Acquired Asset, except, in the case of clause (ii) or (iii), for such violations, conflicts, breaches, defaults, accelerations, rights or failures to give notice that are not material to the Business, taken as a whole.

(b) Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing and except as set forth on Section 3.3(b) of the Disclosure Schedule, no Consent, notice or filing is required to be obtained by the Seller Parties from, or to be given by the Seller Parties to, or made by the Seller Parties with, any Governmental Entity or any Person that is not a Governmental Entity in connection with the execution, delivery and performance by the Seller Parties of this Agreement or any Related Agreement or the consummation of the transactions contemplated hereby or thereby by the Seller Parties, in each case, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, be material to the Business, taken as a whole.

Section 3.4 Title to Acquired Assets.

(a) The Seller has good and valid title to, or, in the case of leased assets, has good and valid leasehold interests in, the Acquired Assets, and at the Closing will convey the Acquired Assets free and clear of all Liens (except for Permitted Liens).

(b) This Agreement and the instruments and documents to be delivered by the Seller to the Buyer at the Closing shall be adequate and sufficient to transfer (i) the Seller's entire right, title and interest in and to the Acquired Assets and (ii) to the Buyer, good and

valid title to the applicable Acquired Assets, free and clear of all Liens (other than Permitted Liens), claims and interests, other than the Assumed Liabilities.

(c) Except (i) as would not, individually or in the aggregate, reasonably be expected to be material to the Business taken as a whole, (ii) for any Business Employees who do not become Transferred Employees and (iii) for the services provided under the Transition Services Agreement, the Acquired Assets to be conveyed to the Buyer in the aggregate hereunder at Closing constitute (A) all the properties, rights and other assets necessary, and are sufficient, to carry on the Business as it is currently conducted by the Seller and (B) except for the Excluded Assets, all of the assets owned or held for use by the Seller in the conduct of the Business. Solutions does not hold any assets that are primarily used in the Business. Since January 1, 2025, there has been no material destruction or loss of any Customer Warranty Records or any Records related to the Seller's customers such that such Records cannot be conveyed to Buyer at the Closing.

Section 3.5 Contracts.

(a) Section 3.5(a) of the Disclosure Schedule sets forth a true, correct and complete list of the following Contracts (A) to which the Seller is a party or (B) by which the Business is bound (each, a "Material Contract") and copies of all such Material Contracts, as amended through the date hereof, have been delivered to or made available to the Buyer:

(i) any Contract for the lease of personal property to or from any Person providing for lease payments in excess of $50,000 per annum;

(ii) any Contract for the purchase or sale of equipment, supplies, products, goods on order, Inventory (as defined in the UCC) or other personal property, the performance of which will extend over a period of more than six months after the Closing Date or involves consideration in excess of $50,000 per annum;

(iii) any Contract with a professional employer organization, temporary employment agency, staffing agency, leasing agency, or other labor contractor;

(iv) any Contract for the employment of any Business Employee or engagement of any Service Provider involving consideration in excess of $50,000 per annum, or which cannot otherwise be terminated at-will without requiring payment of severance;

(v) any Contract that is a Collective Bargaining Agreement;

(vi) any licenses of Intellectual Property to or from any Person (other than licenses for commercially available, off-the-shelf, or click-wrap software);

(vii) any Contract prohibiting the Seller from freely engaging in any material business (other than pursuant to any radius restriction contained in any

lease, reciprocal easement or development, construction, operating or similar agreement);

(viii) any Contract relating to Indebtedness;

(ix) any Contract (including the Leases) that involves the lease of real property or that obligates the Seller to purchase real property;

(x) any Contract granting to any Person an option or a first refusal, first-offer, or similar preferential right to purchase or acquire any of the Acquired Assets;

(xi) any Contract that creates or governs a partnership, joint venture, strategic alliance or similar arrangement; and

(xii) any Contract with any Related Party (other than employment Contracts otherwise disclosed in this Section 3.5(a)).

(b) Each Material Contract is valid and binding on the Seller in accordance with its terms and is in full force and effect. Since January 1, 2023, except as set forth on Section 3.5(b) of the Disclosure Schedule, neither the Seller nor, to the 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) any Material Contract. The Seller has not provided or received from any other party thereto any notice of any intention to terminate any Material Contract.

(c) Section 3.5(c) of the Disclosure Schedule sets forth a true, complete and correct list of all Shared Contracts.

Section 3.6 Legal Compliance. The Business is, and since January 1, 2023 has been, conducted in compliance in all material respects with, and each of the Seller and Solutions (with respect to the Business) is, and since January 1, 2023 has been, in compliance in all material respects with, all applicable Laws relating to the operation of the Business and the Acquired Assets, and neither the Seller nor Solutions (with respect to the Business) has received any written (or, to the Seller's Knowledge, verbal) notice since January 1, 2023 relating to any noncompliance or alleged noncompliance, violations or alleged violations or material defaults under any Law, Decree or any Permit, or any investigations thereof, in each case, with respect to the Business or the Acquired Assets.

Section 3.7 Litigation. Except as set forth on Section 3.7 of the Disclosure Schedule, there is no, and since January 1, 2024 there has not been any, Litigation pending or, to the Knowledge of the Seller, threatened, brought by or against the Seller or Solutions (with respect to the Business) involving or in connection with the Business or the Acquired Assets, and including any investigations by any attorney general or similar office on behalf of any Governmental Entity. None of the Seller, Solutions (with respect to the Business) or any of the Acquired Assets are subject to any Decree with respect to the Business or any of the Acquired Assets.

Section 3.8 Environmental, Health and Safety Matters.

(a) The Seller and Solutions (with respect to the Business) is, and since January 1, 2020, has been, in compliance with all applicable Environmental, Health and Safety Requirements with respect to the Leased Real Property, except in any such case where the failure to be in compliance would not result in a material Liability, and there are no Liabilities under any Environmental, Health and Safety Requirements with respect to the Business which would not result in a material Liability.

(b) Since January 1, 2020, neither the Seller nor Solutions (with respect to the Business) has not received any written notice or report regarding any violation of Environmental, Health and Safety Requirements or any Liabilities relating to the Business or any Leased Real Property arising under Environmental, Health and Safety Requirements. There are no Decrees outstanding, or any Litigation pending or, to the Knowledge of the Seller, threatened, relating to compliance with or Liability under any Environmental, Health and Safety Requirements affecting the Business or any Leased Real Property.

(c) The Seller has made available to the Buyer such environmental, health and safety reports, documents, studies, analyses, investigations, audits and reviews in the Seller's possession as necessary to reasonably disclose to the Buyer any environmental, health or safety liability known to the Seller with respect to the Leased Real Property which would not result in a material Liability.

Section 3.9 Employees and Employment Matters.

(a) Section 3.9(a) of the Disclosure Schedule sets forth the following information for each Business Employee: (i) name, (ii) job title, (iii) hire date, (iv) full-time or part-time status, (v) employing entity, (vi) exempt or non-exempt classification, (vii) annual salary or hourly wage rate (as applicable), (viii) work location (by city, state and country, with a separate column for each) and (ix) leave status (including type of leave, start date, and anticipated return date, if known) (the "Business Employee List"). The Business Employees set forth on the Business Employee List are sufficient in number and skill to operate the Business in substantially the same manner as it was operated prior to the Closing, except for those services that will be provided pursuant to the Transition Services Agreement.

(b) Neither the Seller nor Solutions (with respect to any Business Employee) is a party to or bound by any Collective Bargaining Agreement and no Business Employees are represented by any union, works council or other labor organization or employee representative with respect to their employment. There is no, and for the last three (3) years there has not been any, pending or, to the Knowledge of the Seller, threatened strike, walkout, work stoppage, slowdown, picketing, hand billing, unfair labor practice charge, material labor grievance, material labor arbitration or other material collective bargaining or labor dispute or union organizing activities against or affecting the Seller or Solutions (with respect to the Business) or involving any Business Employees. Neither the Seller nor Solutions (with respect to the Business) has committed any material unfair labor

practice with respect to the Business or involving any Business Employees within the last three (3) years.

(c) Within the last three (3) months, neither the Seller nor Solutions (with respect to any Business Employee) has implemented any plant closing or layoff of the Transferred Employees in violation of the United States Worker Adjustment and Retraining Notification Act, as amended, or any similar Law (collectively, the "WARN Act"). Section 3.9(c) of the Disclosure Schedule sets forth by job title, termination date and primary work location, any employee of the Seller or Solutions (with respect to any Business Employee) or their respective Affiliates who has experienced or is expected to experience an "employment loss" under the WARN Act on or within ninety (90) days prior to the Closing, at any site of employment where a Business Employee is located (the "WARN List"), which the Seller will update on the Closing Date.

(d) The Seller and Solutions (with respect to any Business Employee) have, as applicable, investigated, and taken reasonable corrective action (where warranted) with respect to, all allegations of sexual harassment or other harassment, discrimination or retaliation involving any Business Employee in the last three (3) years. Neither the Seller nor Solutions (with respect to any Business Employee) reasonably expect any material Liability with respect to any such allegations or that any such allegations would, if known to the public, bring any of the Business or the Acquired Assets into material disrepute.

(e) To the Seller's Knowledge, no Business Employee, former employee of either the Seller or Solutions (with respect to the Business) dedicated to the Business or any current or former Service Provider is in any material respect in violation of any term of any employment agreement, fiduciary duty, nondisclosure agreement, noncompetition agreement or restrictive covenant obligation which implicates such Person's right to be employed or engaged to provide services to the Business.

(f) There are no written employment contracts or severance agreements with any Business Employees.

Section 3.10 Employee Benefit Plans.

(a) Section 3.10 of the Disclosure Schedule sets forth a true, correct and complete list of each Employee Benefit Plan that the Seller or one of its Affiliates maintains with respect to the current and former Business Employees and Service Providers. With respect to each such Employee Benefit Plan:

(i) such plan, if intended to meet the requirements of a "qualified plan" under Section 401(a) of the IRC, has received a favorable determination letter from the United States Internal Revenue Service or may rely on a favorable opinion letter issued by the Unites States Internal Revenue Service; and

(ii) the Seller has made available to the Buyer copies of all such Employee Benefit Plans.

(b) Each Employee Benefit Plan has been established, funded, maintained and administered, in each case, in all material respects, in accordance with its terms and all applicable Laws. There is no material pending or, to the Knowledge of the Seller, threatened, Litigation relating to the Employee Benefit Plans. Neither the Seller nor any of its ERISA Affiliates has maintained, sponsored, contributed to, or been required to contribute to, nor has ever had any obligation to maintain, sponsor or contribute to, nor has any Liability (fixed, contingent or otherwise, including as an ERISA Affiliate) (i) any plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the IRC, (ii) any "multiemployer plan" (as defined in Section 3(37) of ERISA), (iii) any "multiple employer plan" (as defined in Section 413(c) of the IRC), (iv) any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA) or (v) any "defined benefit" plan within the meaning of Section 414(j) of the IRC or Section 3(35) of ERISA (whether or not subject thereto).

(c) To the Seller's Knowledge, neither the Seller nor any of its ERISA Affiliates have: (i) incurred or reasonably expect to incur, directly or indirectly, any Liability under Title I or Title IV of ERISA or related provisions of the IRC or applicable Law relating to any employee benefits; (ii) failed to timely pay premiums to the Pension Benefit Guaranty Corporation; (iii) withdrawn from any pension plan under circumstances resulting (or expected to result) in Liability (fixed, contingent or otherwise, including as an ERISA Affiliate); or (iv) engaged in any transaction which would give rise to Liability (fixed, contingent or otherwise, including as an ERISA Affiliate) under Section 4069 or Section 4212(c) of ERISA.

(d) To the Seller's Knowledge, other than as required under Section 4980B of the IRC or other applicable Law, no Employee Benefit Plan provides benefits or coverage in the nature of health, life or disability insurance following retirement or other termination of employment (other than death benefits when termination occurs upon death and except to the extent of coverage is required under COBRA for which the participant pays the full amount of the required premiums or contributions).

Section 3.11 Leased Real Property.

(a) The Seller does not own any real property. Section 3.11(a) of the Disclosure Schedule sets forth a true, correct and complete list of all real property leased by the Seller (the "Leased Real Property"), including the address of each Leased Real Property and a true, correct and complete list of all Leases for such Leased Real Property. The Leased Real Property constitutes all of the real property leased, occupied or otherwise used in connection with the Business as currently conducted.

(b) The Seller has made available to the Buyer true and complete copies of such Leases. With respect to each of the Leases:

(i) such Lease is legal, valid, binding, enforceable and in full force and effect against the Seller subject to proper authorization and execution of such Lease by the other party thereto and the application of any bankruptcy or other creditor's rights Laws; and

(ii) Except as to the pendency of the Sellers' Chapter 11 Cases, the Seller is not in breach or default under such Lease.

Section 3.12 Permits. Section 3.12 of the Disclosure Schedule contains a true, correct and complete list of all Permits (other than building/construction permits pulled by the Seller with respect to individual jobs) held by the Seller or used or held for use in connection with the Business (collectively with building/construction permits pulled by the Seller with respect to individual jobs, the "Business Permits" and each, a "Business Permit"), together with an indication of whether such Business Permits are Assumable Permits. All Business Permits are valid and in full force and effect and the Seller is not in default under, or in violation of, any Business Permit. There is no Litigation pending, nor to the Knowledge of the Seller, threatened, that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any Business Permits.

Section 3.13 Insurance. Section 3.13 of the Disclosure Schedule contains a true, correct and complete list of all material, primary, excess and umbrella insurance policies, bond and other forms of material insurance owned or held by or on behalf, or providing insurance coverage to the Business or the Acquired Assets, the Seller and its operations, properties and assets (collectively, the "Insurance Policies"), excluding director and officer, fiduciary or executive liability policies. The term "Insurance Policies" does not include policies of insurance that fund or relate to any Employee Benefit Plan. All of the Insurance Policies are in full force and effect and no written notice of cancellation or termination has been received by the Seller with respect to any of the Insurance Policies.

Section 3.14 Absence of Changes. Except as set forth on Section 3.14 of the Disclosure Schedule, except with respect to the Sellers' Chapter 11 Cases, since January 1, 2024, (a) the Business has been conducted only in the Ordinary Course of Business, and (b) there is no state of facts, change, event, effect, development, condition, circumstance or occurrence that has occurred or, to the Knowledge of the Seller, been threatened that (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences), individually or in the aggregate, has had or is reasonably likely to have, a Material Adverse Effect.

Section 3.15 Intellectual Property. Section 3.15(a) of the Disclosure Schedule sets forth a true and complete list of all Intellectual Property owned by the Seller that is an issued patent, a registration or an application for a patent or registration and all material unregistered trademarks and software owned by the Seller. In addition, Section 3.15(b) of the Disclosure Schedule sets forth a true and complete list of all material Intellectual Property used by the Seller, other than licenses for commercially available, off-the-shelf or click-wrap software. All such Intellectual Property and all rights therein or associated therewith are valid and enforceable. The use and commercial exploitation of the Intellectual Property Assets has not infringed or otherwise violated, and does not infringe or otherwise violate, any Intellectual Property of any other Person and, to the Seller's Knowledge, no Person is infringing or otherwise violating the Intellectual Property Assets of the Seller. The Seller has maintained and currently maintains commercially reasonable practices to protect the confidentiality of the confidential information and trade secrets as disclosed to, owned or possessed by the Seller.

Section 3.16 Taxes. Each of the Seller and Solutions (with respect to the Business) has complied with all Laws relating to Taxes in all material respects. Each of the Seller and Solutions

(with respect to the Business) has timely filed all income and other material Tax Returns required to be filed by it with respect to the Business, Acquired Assets or Business Employees and all such Tax Returns were true, correct and complete in all respects. All Taxes due and owing by the Seller and Solutions (with respect to the Business) (including Taxes withheld or required to have been withheld by the Seller) have been timely paid in full. There are no Liens for Taxes (other than Permitted Liens) on any of the Acquired Assets. There are no Tax audits, assessments or other actions in process or pending with respect to the Business, Acquired Assets or Business Employees. Neither the Seller nor Solutions (with respect to the Business) has (i) received from any Governmental Entity any Tax ruling, administrative relief, technical advice or change of method of accounting relating to or affecting the Business, Acquired Assets or Business Employees or made any request therefor that is still pending or (ii) executed or entered into a closing agreement relating to or affecting the Business, Acquired Assets or Business Employees pursuant to Section 7121 of the IRC or any predecessor provision thereof or any similar provision of any Law. Neither the Seller nor Solutions (with respect to the Business) has received a written claim from a Governmental Entity in a jurisdiction in which it does not file a Tax Return that it may be subject to taxation by (or required to file a Tax Return in) that jurisdiction that has not yet been settled or otherwise resolved. Neither the Seller nor Solutions (with respect to the Business)has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency, which waiver or extension is currently effective, nor has the Seller or Solutions (with respect to the Business) made any request in writing for any such extension or waiver that is currently outstanding.

Section 3.17 Brokers. Except for Jefferies LLC, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Seller Parties. Following the Closing, neither of the Seller Parties nor any of their respective Affiliates shall have any Liability to any broker, finder or investment banker in connection with the transactions contemplated by this Agreement.

Section 3.18 Related Party Transactions. Except as set forth on Section 3.18 of the Disclosure Schedule, no Related Party is a party to any Contract with the Seller or Solutions (with respect to the Business) (other than offer letters in the form made available to Buyer or employment Contracts otherwise disclosed in Section 3.5(a) of the Disclosure Schedule) nor does any Related Party have any interest in any Contract or property used by the Seller or Solutions (with respect to the Business) in connection with or relating to the Business (collectively, the "Related Party Agreements"). To the Knowledge of the Seller, no Related Party possesses, directly or indirectly, any financial interest in, or is an employee, officer or director of, any Person that is a material customer, supplier, lessor, lessee or competitor of the Seller or the Business.

Section 3.19 Warranties. Section 3.19 of the Disclosure Schedule sets forth a true, complete and correct list of all forms of express warranties or guaranties made or offered by the Seller since January 1, 2023 as to the sale, delivery or performance of any product or service of the Business (a "Warranty"), and there is no pending or, to the Knowledge of the Seller, threatened claim alleging any breach of any Warranty.

Section 3.20 No Other Representations or Warranties. Except for the representations and warranties of the Seller Parties contained in this Agreement (as qualified, amended,

supplemented and modified by the Disclosure Schedule) and the Related Agreements, neither the Seller Parties nor any other Person makes (and the Buyer is not relying upon) any other express or implied representation or warranty with respect to the Seller Parties, the Business, the Acquired Assets (including the value, condition or use of any Acquired Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and the Seller Parties disclaim any other representations or warranties, whether made by the Seller Parties, any Affiliate of the Seller Parties or any of their respective officers, directors, employees, agents or Representatives. Except for the representations and warranties of the Seller Parties contained in this Agreement (as qualified, amended, supplemented and modified by the Disclosure Schedule) and the Related Agreements, each of the Seller Parties (i) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Acquired Assets (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose, or of the probable success or profitability of the ownership, use or operation of the Business or the Acquired Assets by the Buyer after the Closing), and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyer or its Affiliates or Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyer by any director, officer, employee, agent, consultant or Representative of the Seller Parties). The disclosure of any matter or item in the Disclosure Schedule shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller Parties as of the date hereof and as of the Closing as follows:

Section 4.1 **Organization of the Buyer**. The Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

Section 4.2 **Authorization of Transaction**.

(a) The Buyer has full power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder.

(b) The execution, delivery and performance of this Agreement and all other Related Agreements to which the Buyer is a party have been duly authorized by the Buyer, and no other limited liability company action on the part of the Buyer is necessary to authorize this Agreement or the Related Agreements to which it is a party or consummate the transactions contemplated hereby or thereby.

(c) This Agreement has been duly and validly executed and delivered by the Buyer, and, upon execution and delivery of the Related Agreements in accordance with the

terms of this Agreement, each of the Related Agreements to which the Buyer is a party will have been duly and validly executed and delivered by the Buyer. Assuming that this Agreement constitutes a valid and legally binding obligation of the Seller Parties, this Agreement constitutes a valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming that each Related Agreement constitutes a valid and legally binding obligation of the Seller Parties, each Related Agreement to which the Buyer is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with the respective terms and conditions or the Related Agreements, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 4.3 **Noncontravention**. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, neither the execution and delivery of this Agreement by the Buyer, nor the consummation of the transactions contemplated hereby by the Buyer (including the assignments and assumptions referred to in Article II), will (i) conflict with or result in a breach of the certificate of formation, or limited liability company agreement, or other organizational documents of the Buyer, (ii) violate any Law to which the Buyer is, or its assets or properties are subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract to which the Buyer is a party or by which it is bound, except, in the case of either clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to have an adverse effect on the ability of the Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements. The Buyer is not required to give any notice to, make any filing with or obtain any authorization, consent or approval of any Governmental Entity in order for the Buyer to consummate the transactions contemplated by this Agreement or any of the Related Agreement, and except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to have an adverse effect on the ability of the Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements.

Section 4.4 **Litigation**. As of the date hereof, (i) the Buyer is not subject to any outstanding Decree and (ii) the Buyer is not a party or, to the Knowledge of the Buyer, received any credible, written threat that it will be made a party to any Litigation, in either case, which would be reasonably expected to materially prevent, restrict or delay the consummation of the transactions contemplated hereby or by any Related Agreement.

Section 4.5 **Brokers' Fees**. Neither the Buyer nor any of its Affiliates has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which the Seller Parties could become liable or obligated to pay.

Section 4.6 **Financial Capacity**. The Buyer will have at the Closing sufficient funds available to pay the Closing Purchase Price and any other expenses and payments incurred by the Buyer in connection with the transactions contemplated by this Agreement.

Section 4.7 **Condition of the Business**. Notwithstanding anything contained in this Agreement to the contrary, the Buyer acknowledges and agrees that the Seller Parties are not making any representations or warranties whatsoever, express or implied, beyond those expressly set forth in this Agreement (as amended, supplemented and modified by the Disclosure Schedule) and the Related Agreements, and the Buyer acknowledges and agrees that, except for the representations and warranties contained herein and therein, the Acquired Assets and the Business are being transferred on a "where is" and, as to condition, "as is" basis. Any claims the Buyer or any of its Affiliates may have for breach of representation or warranty shall be based solely on the representations and warranties set forth in this Agreement (as amended, supplemented and modified by the Disclosure Schedule) and the Related Agreements. The Buyer further represents that neither the Seller Parties nor any other Person has made, and the Buyer is not relying upon, any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement or the Related Agreements, and neither the Seller Parties nor any other Person will have or be subject to any liability to the Buyer or any other Person resulting from the distribution to the Buyer or any of its Representatives or the Buyer's use of any such information. The Buyer represents that it is a sophisticated entity that was advised by knowledgeable counsel and financial and other advisors and hereby acknowledges that it has conducted, to its satisfaction, its own independent investigation and analysis of the Business (including its financial condition), the Acquired Assets and the Assumed Liabilities and, in making the determination to proceed with the transactions contemplated by this Agreement, the Buyer has relied solely on the results of its own independent investigation and the express representations and warranties set forth in this Agreement and the Related Agreements. Notwithstanding anything to the contrary, nothing in this Section 4.7 shall be deemed to constitute a waiver by the Buyer of fraud, gross negligence, bad faith or willful misconduct on the part of the Seller Parties or their respective Affiliates, Related Parties or Representatives.

Section 4.8 **Adequate Assurances Regarding Executory Contracts**. The Buyer as of the Closing will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

Section 4.9 **Good Faith Purchaser**. There exists no facts or circumstances that would cause, or be reasonably expected to cause, the Buyer not to qualify as a "good faith" purchaser, as such term is used in the Bankruptcy Code and court decisions thereunder. The Buyer is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Acquired Assets. The Buyer has negotiated and entered into this Agreement in good faith and without collusion or fraud of any kind.

ARTICLE V
PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Certain Efforts; Cooperation. Subject to the Seller's fiduciary duties in connection with pursuing an Alternative Transaction pursuant to, and in accordance with, the Bidding Procedures Order, each of the Parties shall use commercially reasonable best efforts to (a) obtain entry of the Bidding Procedures Order and Sale Order, (b) satisfy the condition to Closing set forth in Section 7.3(c) (provided, that the obligations of the Seller Parties pursuant to this Section 5.1(b) shall be limited to using commercially reasonable best efforts to cooperate with and assist the Buyer in obtaining the authorizations and Permits described in Section 7.3(c)), (c) obtain the approval of the State of Florida for the transfer of any deposit held by the State of Florida with respect to the Seller's home warranty services and credit thereof against the cash and cash equivalents required to be held by the Buyer or its designee to operate the Seller's home warranty service and (d) to make effective the transactions contemplated by this Agreement on or prior to the End Date, except as otherwise expressly provided in this Agreement. Without limiting the generality of the foregoing, each of the Parties shall use commercially reasonable best efforts not to take any action, or permit any of its Subsidiaries to take any action, to materially diminish the ability of any other Party to consummate, or materially delay any other Party's ability to consummate, the transactions contemplated hereby, including taking any action that is intended or would reasonably be expected to result in any of the conditions to any other Party's obligations to consummate the transactions contemplated hereby set forth in Article VII to not be satisfied.

Section 5.2 Notices and Consents. The Seller Parties shall (a) consult with the Buyer before making any general notices or any other material communications to any employees, customers, vendors or suppliers of the Seller Parties regarding any material changes to the operations of the Business (other than in connection with the Sellers' Chapter 11 Cases) and (b) provide the Buyer with contemporaneous copies of any general notices or any other material communications to any employees, customers, vendors or suppliers of the Seller Parties regarding this Agreement or the transactions contemplated hereby.

Section 5.3 Bankruptcy Actions.

(a) The Seller Parties shall use commercially reasonable best efforts to cause each of the Bidding Procedures Order and the Sale Order to be issued, entered and become a Final Order (it being acknowledged and agreed that, to the extent necessary to comply with the Milestones, the Seller Parties shall seek expedited or special hearing dates in connection with the sale process), including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court.

(b) The Seller Parties shall provide appropriate notice of the request for relief specified in and the hearings before the Bankruptcy Court to consider the Bidding Procedures, Sale Motion, and any other motions, orders, hearings, or other Proceedings in the Bankruptcy Court relating to this Agreement and the transactions contemplated herein, as is required by the Bankruptcy Code, the Bankruptcy Rules, and all other applicable Laws

to all Persons entitled to notice, including all Persons that have asserted Liens in the Acquired Assets, all parties to Contracts and Leases, all Taxing and environmental authorities in jurisdictions applicable to the Seller Parties, any notice by publication as may be requested by the Buyer, and such additional notice as the Bankruptcy Court shall direct. The Seller Parties shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court.

(c) Following entry of the Bidding Procedures Order, the Seller shall serve a cure notice (the "Cure Notice") by first class mail on all non-debtor counterparties to all Contracts and Leases and provide a copy of the same to the Buyer. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Buyer as either assumed or rejected, and the timing and procedures relating to such designation, and, to the extent applicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the Seller's good-faith estimates of the Cure Amounts required in connection with such Contract or Lease, (iv) the identity of the Buyer, and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure, and the procedures relating thereto.

(d) The Seller Parties shall comply with the following milestones (each a "Milestone" and collectively, the "Milestones") set forth below:

(i) The Petition Date shall be no later than five (5) Business Days of the date of this Agreement;

(ii) No later than two (2) Business Days after the Petition Date, the Seller Parties shall file with the Bankruptcy Court a motion seeking entry of the Bidding Procedures Order;

(iii) No later than thirty-seven (37) days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order; and

(iv) No later than ninety (90) days after the Petition Date, the Bankruptcy Court shall have entered the Sale Order (to the extent the Buyer is the Successful Bidder or the Back-up Bidder).

(e) Notwithstanding Section 5.3(d), the Seller Parties shall use their respective reasonable best efforts (i) to cause the Bankruptcy Court to enter the Bidding Procedures Order no later than thirty (30) days after the Petition Date, (ii) to hold the Auction no later than seventy (70) days after the Petition Date, and (ii) to cause the Bankruptcy Court to enter the Sale Order (to the extent the Buyer is the Successful Bidder or the Back-up Bidder) no later than seventy-five (75) days after the Petition Date.

(f) Without limiting its other obligations under this Agreement, the Seller Parties shall promptly take such actions as are reasonably requested by the Buyer to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(g) Without limiting its other obligations under this Agreement, the Buyer shall promptly take such actions as are reasonably requested by the Seller Parties to assist in obtaining entry of the Sale Order, including a finding of adequate assurance of future performance by the Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(h) If an appeal is taken, or petition for certiorari or motion for rehearing or re-argument filed, or a stay pending appeal is requested from either the Bidding Procedures Order or the Sale Order, the Seller Parties will notify the Buyer of such appeal, petition, motion or stay request and the Seller Parties, with input from the Buyer, will take all reasonable steps to defend against such appeal, petition, motion or stay request.

Section 5.4 Conduct of Business. Except as may be (i) required by the Bankruptcy Court, the Bankruptcy Code, or applicable Law, or (ii) agreed to in writing by the Buyer, from the date hereof until the Closing or earlier termination of this Agreement, the Seller and Solutions (with respect to the Business) shall:

(a) operate the Business in the Ordinary Course of Business (taking into account the Sellers' Chapter 11 Cases), including maintaining levels of insurance, maintaining and protecting all material Intellectual Property, and performing maintenance and repairs;

(b) use commercial reasonable efforts to preserve the material business relationships with customers, suppliers, distributors and others with whom the Seller deal in the Ordinary Course of Business (including timely payment of post-petition accounts payable, purchasing and maintaining appropriate levels of Inventory, performing all required maintenance and repairs, making capital expenditures and collecting receivables);

(c) pay all administrative claims in the Ordinary Course of Business;

(d) maintain in effect all material Permits (without limiting the foregoing, including servicing existing service warranties in the normal course of business, including timely claims adjudication);

(e) not sell, transfer, lease, sublease, license, abandon, encumber, or otherwise dispose of any Acquired Assets other than (i) immaterial dispositions thereof, (ii) in respect of any debtor-in-possession financing obtained by the Seller Parties in connection with Sellers' Chapter 11 Cases, or (iii) Inventory sold or disposed of in the Ordinary Course of Business; provided, that in no event shall the Seller sell or dispose of Inventory in a bulk sale;

(f) not subject any of the Acquired Assets to any Lien other than Permitted Liens or as otherwise provided for in the pleadings concerning debtor-in-possession financing in the Sellers' Chapter 11 Cases;

(g) not modify, amend, terminate or waive any rights under any Contract that is or could be an Assumed Contract as of the Closing (as determined by Section 2.8) or

enter into any Contract (i) that would be material to the Business (other than in the Ordinary Course of Business) or (ii) with any Related Party;

(h) not amend their articles of incorporation, bylaws or other similar organizational documents (whether by merger, consolidation or otherwise) in a manner materially adverse to the Buyer;

(i) not split, combine or reclassify their shares of capital stock or membership interests or declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect thereof;

(j) not change their methods of accounting, except as required by concurrent changes in GAAP;

(k) not waive or release any material right or claim of the Business (other than any right or claim to the extent relating to any Excluded Assets or Excluded Liabilities), other than in the Ordinary Course of Business or as otherwise provided for in the pleadings concerning debtor-in-possession financing in the Sellers' Chapter 11 Cases;

(l) not incur or suffer to exist any indebtedness for borrowed money except for any such indebtedness that is an Excluded Liability or in respect of any debtor-in-possession financing obtained by the Seller Parties in connection with Sellers' Chapter 11 Cases;

(m) not acquire, by merger or consolidation with, or by purchase of all or a substantial portion of the assets or stock of, or by any other manner, any business or entity, make any investment in any Person or enter into any joint venture, partnership or other similar arrangement for the conduct of the Business;

(n) not merge or consolidate with or into any legal entity, dissolve, liquidate or otherwise terminate its existence, or issue, transfer, sell, pledge, dispose or encumber any shares or capital stock or other equity interests;

(o) not implement or announce any employee layoffs, furloughs, reductions-in-force, plant closings, material reductions in compensation or other similar actions, in each case, that could violate the WARN Act;

(p) not hire, engage or terminate (other than for terminations for cause) any Business Employee or Service Provider with annual compensation in excess of $50,000; provided, that this Section 5.4(p) will not apply to the hiring of any individual who would become a Service Technician, which will be governed by Section 5.12(b);

(q) not waive or release any noncompetition, nonsolicitation, nondisclosure or other restrictive covenant obligation of any Business Employee, former employee of the Seller or Solutions (with respect to the Business), or current or former Service Provider;

(r) not (i) negotiate, modify, extend, terminate or enter into any Collective Bargaining Agreement, or (ii) recognize or certify any union, works council or other labor

organization or employee representative as the bargaining representative for any Business Employees;

(s) not modify the duties or responsibilities of (i) any Business Employee such that he or she no longer satisfies the definition of a Business Employee, or (ii) any individual who is not a Business Employee such that he or she would become a Business Employee;

(t) other than as required by the terms of any Employee Benefit Plan in effect on the date hereof, (i) increase the compensation or benefits payable or due or to become payable to any current or former Business Employees or Service Providers, other than in the Ordinary Course of Business (taking into account the Sellers' Chapter 11 Cases) or pursuant to a court approved key employee retention plan or key employee incentive plan; (ii) establish, adopt, amend, modify or terminate any Employee Benefit Plan, or any other benefit or compensation plan, program, policy, agreement or arrangement that would constitute an Employee Benefit Plan if in effect on the date hereof; (iii) increase or accelerate the funding, payment or vesting of the compensation or benefits provided to any current or former Business Employees or Service Providers, including under any Employee Benefit Plan; or (iv) grant any cash or equity or equity-based incentive awards, bonus, retention, change in control, transaction, severance or similar compensation; and

(u) not agree in writing to take any of the foregoing actions or support any other Person to take any of the foregoing actions.

Section 5.5 Notice of Developments. From the date hereof until the Closing Date, the Seller Parties shall promptly disclose to the Buyer, on the one hand, and the Buyer shall promptly disclose to the Seller Parties, on the other hand, in writing after attaining Knowledge of (a) the occurrence or non-occurrence of any event or the existence of any fact or condition that would cause or constitute a breach of any of its representations or warranties had any such representation or warranty been made as of the time of such Party's discovery of such event, fact or condition and (b) any material failure on its part to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.5 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement.

Section 5.6 Access. The Seller Parties shall (a) cooperate with and assist the Buyer in determining, planning, preparing for and implementing transition arrangements for the Business following the Closing and (b) upon reasonable advance written request by the Buyer, permit the Buyer and its Representatives to have reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of the Seller, to all premises, properties, personnel, Records, Contracts and Leases related to the Business, in each case, for the purposes of evaluating the Business, determining, planning, preparing for and implementing transition arrangements for the Business following the Closing, and consummating the transactions contemplated hereby; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law. Without limiting the foregoing, the Seller Parties

shall use commercially reasonable efforts to make Business Employees and individual natural Service Providers available to the Buyer for the purpose of allowing the Buyer to interview each such Business Employee and Service Provider in connection with implementing transition arrangements for the Business following the Closing; provided, that a Representative of the Seller Parties shall have the right to be present during any such interview so long as such attendance does not unreasonably delay such interviews.

Section 5.7 Bulk Transfer Laws. The Seller Parties shall ensure that the Sale Order shall provide either that (a) the Seller has complied with any applicable bulk sale or bulk transfer Laws of any jurisdiction in connection with the transactions contemplated by this Agreement or (b) compliance with such Laws described in clause (a) is not necessary or appropriate under the circumstances. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Liens other than Permitted Liens in the Acquired Assets to the maximum extent permitted by Law, including any Liens arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

Section 5.8 Transfer of Permits. From and after the date hereof, and for up to one hundred eighty (180) days after the Closing Date, the Seller shall reasonably cooperate to transfer to the Buyer as of the Closing Date (or as soon as reasonably practicable thereafter) all Permits included in the Acquired Assets; provided, that the Buyer shall compensate the Seller for any reasonable, out-of-pocket, non-fixed costs with respect to the foregoing. To the extent that the Buyer has not obtained all of the Permits included in the Acquired Assets that are necessary for the Buyer to take title to all of the Acquired Assets at the Closing and to operate all aspects of the Business as of immediately following the Closing in the same manner in all material respects as it was operated by the Seller immediately prior to the Closing, the Seller shall, to the extent permitted by applicable Laws, use commercially reasonable efforts to maintain after the Closing such Permits that the Buyer reasonably requests, at the Buyer's sole expense, until the earlier of the time the Buyer has obtained such Permits and three (3) months following the Closing (or the remaining term of any such Permit, if shorter).

Section 5.9 Bankruptcy Court Approval. The Buyer and the Seller acknowledge that, under the Bankruptcy Code, the sale of the Acquired Assets is subject to approval of the Bankruptcy Court. The Buyer and the Seller acknowledge that to obtain such approval, the Seller must demonstrate that it has taken reasonable steps to obtain the highest or best value possible for the Acquired Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Acquired Assets to prospective bidders, entertaining higher or better offers from qualified bidders and, if necessary, conducting an Auction and selling the Acquired Assets to another qualified bidder.

Section 5.10 Replacement Contracts. The Seller shall use commercially reasonable efforts to assist the Buyer in its efforts to enter into new Contracts with each of the counterparties to the Shared Contracts that are material to the operation of the Business and requested by the Buyer, and the Buyer shall use commercially reasonable efforts to enter into new Contracts with each of the counterparties to such Shared Contracts prior to the Closing. Without limiting the foregoing, prior to Closing, the Seller Parties shall cause the individual employed by the Seller or

Solutions who has the authority to assign and transfer the vehicles used by the Seller pursuant to the Enterprise Lease to assign and transfer, or cause to be assigned or transferred, such vehicles to the Buyer; provided, however, that the obligations of the Seller Parties set forth in this sentence shall be contingent upon the Buyer entering into a new lease arrangement with Enterprise Fleet Management, Inc. (or an Affiliate thereof) with respect to such vehicles prior to the Closing.

Section 5.11 Public Announcements and Communications. Neither the Buyer, on the one hand, nor the Seller Parties, on the other hand, shall issue any public report, statement, press release or otherwise make any public statement regarding this Agreement or the transactions contemplated hereby, without the prior written consent of the other Parties, unless otherwise required by applicable Law, in which case such Party shall coordinate and consult with the other Party with respect to the timing, basis, scope and content before issuing any such report, statement or press release; provided, however, that nothing in this Section 5.11 shall (a) delay any required filing or other disclosure with the Bankruptcy Courts, or any other Governmental Entity or otherwise hinder the Seller Parties' ability to timely comply with all Laws (including the Bankruptcy Code and the WARN Act) or (b) prohibit any public announcement containing information that is otherwise generally available to the public (including as a result of any filing or other disclosure with the Bankruptcy Court, or any other Governmental Entity).

Section 5.12 Employee Matters.

(a) Prior to the Closing, at the Buyer's written request, the Seller and Solutions will (i) pay retention bonuses to the Business Employees identified by the Buyer or (ii) enter into retention bonus agreements, on a form reasonably acceptable to the Buyer, with the Business Employees identified by the Buyer (the "Retention Bonus Agreements" and any amounts paid to Business Employees (including any withholding amounts, but exclusive of any employer payroll taxes or expenses) prior to the Closing pursuant to this Section 5.12(a), the "Pre-Closing Retention Payments"). Any Retention Bonus Agreements entered into pursuant to this Section 5.12(a) at the Buyer's request will be Assumed Contracts. The Seller and Solutions will not be required to make Pre-Closing Retention Payments pursuant to this Section 5.12(a) in an amount greater than $500,000.

(b) Prior to the Closing, in the event that the Seller or Solutions proposes to hire or engage any individual who would become a Service Technician and who does not fully satisfy the standards set forth in items 4, 5, 6 and 7 of Section 5.12(b) of the Disclosure Schedule, the Seller or Solutions, as applicable, will deliver written notice thereof to the Buyer. The Buyer will have the right, within three (3) Business Days of the Buyer's receipt of such notice, to reject the hiring of such individual by delivering written notice to the Seller or Solutions, as applicable. In the event that the Buyer has not delivered such notice rejecting the hiring of such individual within three (3) Business Days of the Buyer's receipt of such notice from the Seller or Solutions, then the Seller or Solutions, as applicable, may proceed with hiring such individual. On a monthly basis prior to the Closing, the Seller will deliver to Buyer a list of all individuals that the Seller or Solutions has hired or engaged who is a Service Technician, including for each such individual information regarding such individual's years of experience, licensure and pay rate. Notwithstanding anything to the contrary contained herein, in order for a Service Technician who is hired between the date of this Agreement and the Closing to be taken into account for purposes of satisfying the

condition set forth in Section 7.1(f), such Service Technician must satisfy the standards set forth in items 1, 2 and 3 of Section 5.12(b) of the Disclosure Schedule.

(c) Prior to the Closing, Solutions agrees that the restrictions contained in clauses (a), (b) and (c) of Section 5 of the Confidentiality Agreement will be waived in full with respect to the individuals set forth in Section 5.12(c) of the Disclosure Schedule; provided, that the restriction on hiring any such individual contained in Section 5(c) of the Confidentiality Agreement shall remain in full force and effect. Following the Closing, the Buyer agrees that the restriction on hiring contained in Section 5(c) of the Confidentiality Agreement shall remain in full force and effect, notwithstanding the termination of the Confidentiality Agreement contemplated by Section 9.1, solely with respect to the individuals set forth in Section 5.12(c) of the Disclosure Schedule until the earlier of June 30, 2025 and the date on which the applicable individual's employment with Solutions is terminated.

Section 5.13 Enforcement of Certain Covenants. During the period beginning upon the execution of this Agreement and ending upon the Closing, the Seller Parties shall, at the reasonable request of the Buyer, take such action as necessary to preserve and enforce the rights of the Seller Parties that are set forth in Section 5.13 of the Disclosure Schedule; provided, that the costs, expenses and fees (including legal fees) incurred by the Seller Parties pursuant to this Section 5.13 shall not exceed $[redacted] in the aggregate, unless approved in writing by the Buyer, and such costs, expenses and fees shall be reimbursed by the Buyer within seven (7) days' of the Buyer's receipt of a written request for reimbursement or payment from the Seller Parties; provided further, that the obligations of the Seller Parties hereunder and under the Transition Services Agreement shall not require the Seller Parties to assume any contract that might be executory, confirm a chapter 11 plan or otherwise take any action in the Sellers' Chapter 11 Cases that the Seller Parties determine is not in the best interest of the Seller Parties' estates. The Buyer's obligation to reimburse the Seller Parties shall survive termination of this Agreement solely to the extent that such reimbursement obligation was incurred as a result of actions taken by the Seller Parties at the Buyer's direction prior to Closing pursuant to this Section 5.13. Without limiting the Seller Parties' remedies, to the extent the Deposit is owed to the Buyer pursuant to Section 2.6(b),the Seller Parties may offset any amounts owed under this Section 5.13 against the Deposit and the Buyer and Solutions shall instruct the Escrow Agent to release such offset amount to Solutions. In the event that either Seller Party becomes aware of any breach or potential or threatened breach of the rights of the Seller Parties that are set forth in Section 5.13 of the Disclosure Schedule, such Seller Party will promptly provide written notice thereof to the Buyer. For the avoidance of doubt, the Seller Parties shall have no obligation to take any action under this Section 5.13, if such action would result in costs, expenses and fees incurred by the Seller Parties in excess of $[redacted] and the Buyer has not approved such costs, expenses and fees.

Section 5.14 Facility Matters.

(a) During the ten (10) day period following the date of this Agreement, the Buyer shall engage in the negotiation of a new lease agreement, to be entered into by the Seller in accordance with Section 5.14(b), with respect to (i) the Existing Facility and/or (ii) the New Facility; provided that, during such ten (10) day period, the Buyer shall keep the Seller Parties reasonably informed with respect to such negotiations. Following such

ten (10) day period, the Seller shall deliver written notice to the Buyer electing to either (A) extend the Buyer's negotiation period with respect to the New Facility or (B) assume control over the negotiation of the lease agreement with respect to the New Facility (which, for the avoidance of doubt, will not impact or restrict the Buyer's ability to negotiate a new lease agreement with respect to the Existing Facility); provided, that if the Seller does not deliver any such notice at any time following such ten (10) day period, then it will be deemed to have elected to extend the Buyer's negotiation period with respect to the New Facility until such time as it delivers a notice assuming control over the negotiation of the lease agreement with respect to the New Facility.

(b) If the Seller elects to assume control over the negotiations of the lease agreement for the New Facility pursuant to Section 5.14(a)(B), then the Seller shall (i) keep the Buyer reasonably informed with respect to the negotiations of the new lease agreement for the New Facility, which such lease agreement will be consistent in all respects with the terms set forth in Section 7.1(h) of the Disclosure Schedule (other than any inconsistent terms that the Buyer provides its written consent with respect thereto) and (ii) deliver written notice to the Buyer no later than one (1) Business Day prior to executing a lease agreement for the New Facility, which such notice will include a copy of the fully negotiated lease agreement for the New Facility. The Buyer may, at any time within the one (1) Business Day period following the Buyer's receipt of the notice contemplated by the preceding sentence, deliver written notice to the Seller electing for the Seller to not enter into such new lease agreement for the New Facility (a "Lease Rejection Notice"). In the event that the Buyer delivers a Lease Rejection Notice within such one (1) Business Day period, the Buyer shall be automatically deemed to have waived the conditions set forth in Section 7.1(g) and Section 7.1(h). In the event that the Buyer does not deliver a Lease Rejection Notice, then the Seller will deliver a copy of the fully executed lease agreement for the New Facility to the Buyer promptly following the execution thereof.

(c) No later than ten (10) Business Days prior to the Closing Date, the Seller shall grant the Buyer and its Representatives reasonable access to the New Facility to enable Buyer to inspect the New Facility and verify its compliance with the requirements set forth on Section 7.1(g) of the Disclosure Schedule.

ARTICLE VI
OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing (except as otherwise expressly stated to apply to a different period):

Section 6.1 Cooperation.

(a) Each of the Parties shall cooperate with each other, and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Acquired Assets and Assumed Liabilities from the Seller to the Buyer and to minimize the disruption to the Business resulting from the transactions contemplated hereby. Without limiting the foregoing, the Seller Parties shall reasonably (i) provide any information necessary or reasonably requested to allow the

Buyer to comply with any information reporting or withholding requirements contained in the IRC or other applicable Laws or to compute the amount of payroll or other employment Taxes due with respect to any payment made in connection with this Agreement; and (ii) provide certificates or forms, and timely execute any Tax Return, that are necessary or appropriate to establish an exemption for (or reduction in) any Transfer Tax.

(b) If any Chapter 11 plan is confirmed in the Sellers' Chapter 11 Cases and either Seller Party would cease to exist but for such Seller Party's obligations pursuant to Section 2.8(g), Section 2.8(h), Section 5.8 and Section 5.9 and the Transition Services Agreement, such Seller Party will provide Buyer with an estimate of the costs, fees and expenses of maintaining such Seller Party's existence through the pendency of such obligations solely for the purposes of the fulfilling such obligations. The Buyer may elect to pay, or cause to be paid, all such reasonable, actual and documented out-of-pocket costs, fees and expenses (not to exceed the estimate provided by the applicable Seller Party), in which event such Seller Party will continue in existence for the sole purposes of fulfilling its obligations pursuant to Section 2.8(g), Section 2.8(h), Section 5.8 and Section 5.9 and the Transition Services Agreement and will undertake no other activities. If the Buyer elects not to pay such amounts, or if at any time following such election the Buyer notifies such Seller Party that it will cease to pay such amounts, such Seller Party will be permitted to dissolve and upon such dissolution, will be released from any outstanding obligations pursuant to Section 2.8(g), Section 2.8(h), Section 5.8 and Section 5.9 and the Transition Services Agreement.

Section 6.2 Further Assurances. In case at any time from and after the Closing Date any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Sale Order, at any Party's reasonable request and sole cost and expense, each Party shall use commercially reasonably efforts to take such further action (including the execution and delivery to any other Party of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption or confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to the Buyer all of the Acquired Assets, to confirm the Buyer's assumption of the Assumed Liabilities and to confirm the Seller's retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 6.2, to the extent that either the Buyer or the Seller Parties discovers any additional assets or properties which should have been transferred or assigned to the Buyer as Acquired Assets but were not so transferred or assigned, the Buyer and the Seller Parties shall cooperate and execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property to the Buyer, and no additional consideration shall be due from the Buyer in connection therewith; provided, that the Buyer shall compensate the Seller Parties for any reasonable, documented, out-of-pocket, non-fixed costs with respect to the foregoing.

Section 6.3 Availability of Business Records. From and after the Closing Date, the Buyer shall promptly provide to the Seller and its Representatives (after reasonable notice and during normal business hours and without charge to the Seller), at the Seller's sole cost and expense, reasonable access to all Records included in the Acquired Assets for periods prior to the Closing (as long as such access does not unreasonably interfere with the Buyer's business operations) to the extent such access is necessary in order for the Seller to comply with (a) its

obligations under this Agreement, (b) its obligations to administer the Sellers' Chapter 11 Cases or (c) applicable Law, and so long as such access is subject to an obligation of confidentiality, and shall preserve such Records until the latest of (i) four (4) years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Sellers' Chapter 11 Cases, and (iv) in the case of Records related to Taxes, the expiration of the statute of limitations applicable to such Taxes; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law. Such access shall include access to any information in electronic form to the extent reasonably available. For a period of five (5) years following the Closing Date or the earlier dissolution of the Seller, prior to destroying any material Records included in the Acquired Assets for periods prior to the Closing, the Buyer shall notify the Seller thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and the Buyer shall permit the Seller to retain such Records at the Seller's sole cost and expense.

Section 6.4 Employee Matters.

(a) No later than ten (10) days prior to the expected Closing Date, and as otherwise reasonably requested by the Buyer, the Seller shall update the Business Employee List to reflect current census information, including any replacement or removal of a Business Employee due to termination and any other Business Employee hired by the Seller or Solutions (with respect to the Business), in each case, to the extent permitted by, and otherwise in accordance with, the terms of this Agreement. Prior to the Closing, the Buyer or one of its Affiliates shall offer employment to each Business Employee, with such employment to be effective as of and contingent upon the Closing Date, subject to completion of the Buyer's or its respective Affiliate's pre-employment screening procedures in a manner that is satisfactory to the Buyer. Business Employees who accept an offer of employment from, and actually commence employment with, the Buyer or one of its Affiliates in accordance with this Section 6.4(a) are referred to herein as the "Transferred Employees". The Seller Parties, as applicable, shall terminate the employment of each Business Employee who receives an offer of employment from the Buyer or one of its Affiliates as of immediately prior to the Closing Date, and shall retain all Liabilities with respect to all Business Employees who do not become Transferred Employees.

(b) Offers of employment made by the Buyer or one of its Affiliates pursuant to Section 6.4(a) shall include terms and conditions solely to the extent to ensure that the transactions contemplated by this Agreement do not trigger the WARN Act. The Seller Parties expressly agree to retain all obligations, Liabilities, and commitments related to the WARN Act, including any requirement to provide notice, that accrue up to and including the Closing Date. Subject to the accuracy of the WARN List, the Buyer or its applicable Affiliate shall be responsible for all liabilities under the WARN Act in relation to the termination of any Transferred Employee that occurs after the Closing Date.

(c) Transferred Employees shall cease active participation in the Employee Benefit Plans effective as of the Closing Date and shall commence participation as

Transferring Employees in the benefit plans and arrangements established or maintained by the Buyer or its Affiliates in accordance with the terms of such plans as in effect from time to time.

(d) The Seller Parties and their "selling group" (as defined in Treasury Regulation Section 54.4980B-9, Q&A-2(a) (the "Selling Group")) shall be solely responsible for providing continuation coverage under COBRA, to those individuals who are M&A qualified beneficiaries (as defined in Treasury Regulation Section 54.4980B-9, Q&A-4(a)) with respect to the Transactions (the "M&A Qualified Beneficiaries"). In the event that no member of the Selling Group maintains any group health plan at any time after the Closing Date, and as a result the Buyer or any of its Affiliates is deemed to be a successor employer (as defined in Treasury Regulation Section 54.4980B-9, Q&A-8(b)(i)) to the Selling Group for the purposes of the continuation of coverage requirements under COBRA, the Seller Parties shall be obligated to reimburse the Buyer or its Affiliates, as applicable, for the aggregate amount of any group health plan reimbursements paid under any of the Buyer's or any of its Affiliate's group health plans with respect to any of the M&A Qualified Beneficiaries to the extent such reimbursements exceed the aggregate amount of COBRA premiums paid by such M&A Qualified Beneficiaries. If and to the extent that the Buyer's or its Affiliate's group health plan pursuant to which such M&A Qualified Beneficiaries receive COBRA coverage is an insured plan, then the Seller Parties shall be obligated to reimburse the Buyer or its Affiliate, as applicable, for the amount, if any, by which the aggregate premiums paid by the Buyer or its Affiliate and individuals receiving coverage under that group health plan, is increased as a result of the requirement that the M&A Qualified Beneficiaries are required to be covered under the Buyer's or its Affiliate's group health plan. The Seller Parties shall immediately notify the Buyer in the event that the Selling Group ceases to provide continued COBRA coverage to M&A Qualified Beneficiaries for any reason other than the failure by the M&A Qualified Beneficiary to pay applicable premiums or the expiration of the required period of coverage under COBRA. The Buyer shall be responsible for providing, or causing to be provided, healthcare continuation coverage as required by COBRA to Transferred Employees (and their covered dependents) who experience a COBRA "qualifying event" following the Closing Date.

(e) Notwithstanding anything in this Agreement to the contrary:

(i) The Seller Parties shall be liable for and ensure timely payment of all final wages, salary, commissions, bonuses and other incentive payments and other compensation owed to Business Employees and Service Providers that accrued on or prior to the Closing Date (other than vacation and other paid time off); and

(ii) Nothing in this Agreement is intended to (x) prevent the Buyer from terminating the employment of any Person who becomes a Transferred Employee on or following the Closing, (y) restrict the rights of the Buyer under applicable Law or any employment contract with respect to any employee hired by the Buyer or (z) create any third-party beneficiary rights in any Business Employee or Service

Provider of the Seller Parties or any of their respective Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining agreement representative.

Section 6.5 Transfer Taxes. The Buyer shall pay all stamp, documentary, registration, transfer, added-value or similar Tax (each, a "Transfer Tax") imposed under any applicable Law in connection with the transactions contemplated by Article II. The Seller and the Buyer shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

Section 6.6 Wage Reporting. The Buyer and the Seller Parties agree to utilize, or cause their respective Affiliates to utilize, the standard procedure set forth in Internal Revenue Service Revenue Procedure 2004-53 with respect to wage reporting.

Section 6.7 Reasonable, Out-of-Pocket, Non-Fixed Costs. With respect to any provision in this Agreement, including Section 2.8(b), Section 2.8(h), Section 5.8 and Section 6.2, that requires the Buyer to compensate a Seller Party for its reasonable, out-of-pocket, non-fixed costs, the Buyer and such Seller Party shall each use their commercially reasonable efforts to agree in advance in writing as to such costs pursuant to, among other things, the Transition Services Agreement or an approved budget.

Section 6.8 Post-Closing Payments.

(a) After the Closing: (i) if the Seller or any of its Affiliates receive any payment in respect of, or that is, an Acquired Asset or is otherwise properly due and owing to the Buyer in accordance with the terms of this Agreement, the Seller promptly shall remit, or shall cause to be remitted, such amount to the Buyer in accordance with this Agreement and (ii) if the Buyer or any of its Affiliates receive any payment in respect or, or that is, an Excluded Asset or is otherwise properly due and owing to the Seller or any of its Affiliates in accordance with the terms of this Agreement, the Buyer promptly shall remit, or shall cause to be remitted, such amount to the Seller in accordance with this Agreement.

(b) As of the Closing Date, the Seller hereby (i) authorizes the Buyer and any Buyer designee to open any and all mail addressed to the Seller relating to the Business or the Acquired Assets and delivered to the offices of the Business or otherwise to the Buyer or any Buyer designee if received on or after the Closing Date and (ii) appoints the Buyer, any Buyer designee or its attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments received by the Buyer of any Buyer designee after the Closing Date with respect to accounts receivable relating to work performed or products delivered by the Buyer after the Closing made payable or endorsed to the Seller or the Seller's order, for the Buyer's or any Buyer designee's own account.

Section 6.9 Post-Closing Operation of the Seller. The Seller hereby acknowledges and agrees that upon the consummation of the transactions contemplated hereby, the Buyer shall have the sole right to the use of the names and marks set forth on Exhibit E or similar or other relevant names or any service marks, trademarks, trade names, identifying symbols, logos, emblems or signs containing or comprising the foregoing, including any name or mark confusingly

similar thereto (collectively, the "Assumed Trade Names"). After the Closing Date, neither the Seller nor any of its Affiliates shall use the Assumed Trade Names or any derivatives thereof or other relevant names or service marks (collectively, the "Assumed Marks"). Within ninety (90) days after the Closing, each of the Seller Parties and their respective controlled Affiliates shall promptly file with the applicable Governmental Entities all documents reasonably necessary to delete from their names the Assumed Trade Names and/or Assumed Marks shall do or cause to be done all other acts, including the payment of any fees required in connection therewith, to cause such documents to become effective as promptly as reasonably practicable. Within thirty (30) days after the Closing, the Sale Order shall effectuate a change to the caption(s) of the Sellers' Chapter 11 Cases as may be applicable to exclude any Assumed Trade Names. In addition, the Buyer hereby grants to the Seller a limited, non-exclusive, worldwide, irrevocable, sublicensable, non-transferable, fully paid-up, right and license to use the Assumed Trade Names during the 90-day period following the Closing, solely as necessary to effect the transactions contemplated herein.

ARTICLE VII
CONDITIONS TO OBLIGATION TO CLOSING

Section 7.1 Conditions to the Buyer's Obligations. The Buyer's obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the satisfaction or waiver, at or prior to Closing, of the following conditions (any of which, to the extent permitted by applicable Law, may be waived by the Buyer, in whole or in part, in its sole and absolute discretion):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) any Fundamental Representation shall be true and correct in all respects, and (ii) any other representation or warranty of the Seller Parties contained in this Agreement shall be true and correct in all material respects;

(b) each of the Seller Parties shall have performed and complied in all material respects with such Seller Parties' covenants and agreements hereunder to the extent required to be performed at or prior to the Closing;

(c) the Buyer shall have received the items listed in Section 2.10(a);

(d) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order; provided, however, that nothing in this Agreement precludes the Parties from consummating the transactions contemplated by this Agreement if the Sale Order has been entered and has not been stayed and the Buyer, in its sole discretion, waives in writing the condition that the Sale Order be a Final Order;

(e) there shall not have occurred and be continuing any Material Adverse Effect;

(f) (A) the net change in the number of Service Technicians as of immediately prior to Closing, which shall be calculated as the difference between (i) the number of Service Technicians as of the date hereof (which shall be determined based on the Business Employee List set forth on Section 3.9(a) of the Disclosure Schedule as of the date hereof)

and (ii) the number Service Technicians as of immediately prior to Closing, does not represent a decrease of more than 15% of the number of Service Technicians as of the date hereof; (B) at least 70% of the Service Technicians as of the date hereof (which shall be determined based on the Business Employee List set forth on Section 3.9(a) of the Disclosure Schedule as of the date hereof) are still employed by the Seller as of immediately prior to Closing; and (C) at least 80% of the individuals listed on Section 7.1(f) of the Disclosure Schedule remain Business Employees as of immediately prior to the Closing;

(g) the Seller shall have completed a relocation of its principal place of operations to the New Facility in accordance with the requirements set forth on Section 7.1(g) of the Disclosure Schedule;

(h) the Seller shall have entered into a new lease agreement with respect to the New Facility in accordance with Section 5.14;

(i) the Seller shall have entered into a new lease agreement specific to the Business that may become an Assumed Contract in replacement of the Enterprise Lease, with substantially the same terms and conditions as included therein (provided, however, that to the extent the Buyer (or an Affiliate thereof) enters into a new lease arrangement with Enterprise Fleet Management, Inc. (or an Affiliate thereof) at or prior to the Closing with respect to the vehicles used by the Business under the Enterprise Lease, the conditions set forth in this Section 7.1(i) shall be automatically deemed waived by the Buyer);

(j) the Seller shall have completed a migration of its Records (including all customer data) from on-premise server storage to "cloud" storage in accordance with the requirements set forth on Section 7.1(j) of the Disclosure Schedule; and

(k) the Seller shall have remained in good standing and duly authorized to issue service warranties pursuant to Chapter 634, Florida Statutes, with the State of Florida Office of Insurance Regulation at all times prior to Closing.

Section 7.2 Conditions to the Seller's Obligations. The Seller's obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the satisfaction or waiver, at or prior to Closing, of the following conditions (any of which, to the extent permitted by applicable Law, may be waived by the Seller, in whole or in part, in their sole and absolute discretion):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) any representation or warranty contained in Section 4.1 or Section 4.2 shall be true and correct, and (ii) any other representation or warranty set forth in Article IV shall be true and correct in all material respects;

(b) the Buyer shall have performed and complied in all material respects with its covenants and agreements hereunder to the extent required to be performed prior to the Closing;

(c) the Seller shall have received the items listed in Section 2.10(b); and

(d) the Sale Order shall have been entered by the Bankruptcy Court.

Section 7.3 General Closing Conditions. The respective obligations of the Buyer and the Seller to consummate the Closing shall be subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions, any of which may, to the extent permitted by applicable Law, be waived in writing by any Party in its sole discretion (provided that such waiver shall only be effective as to the obligations of such Party):

(a) the Buyer becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close); and

(b) no Governmental Entity shall have enacted, issued, promulgated, enforced or entered any Law or Decree (whether temporary, preliminary or permanent) that enjoins, restrains, makes illegal or otherwise prohibits the consummation of the transactions contemplated by this Agreement or the Related Agreements, and no Litigation shall have been commenced or threatened by any Person for the purpose of obtaining any such Decree (any such Law, Decree or Litigation, a "Legal Restraint"); and

(c) the Buyer shall have received all necessary authorizations and Permits from the State of Florida Office of Insurance Regulation in order for the Buyer to issue and acquire service warranties pursuant to Chapter 634, Fla. Stat., and Section 628.4615, Fla. Stat., as of the Closing.

ARTICLE VIII
TERMINATION

Section 8.1 Termination of Agreement.

(a) This Agreement may, by written notice given by the applicable Party before the Closing, be terminated:

(i) by mutual written consent of the Buyer and the Seller;

(ii) by the Buyer (so long as the Buyer is not then in material breach of any of its representations, warranties or covenants contained in this Agreement such that the conditions contained in Section 7.2(a) and Section 7.2(b) would not be satisfied) if there has been a breach of any of the Seller Parties' representations, warranties or covenants contained in this Agreement which would result in the failure of any conditions set forth in Section 7.1(a) and Section 7.1(b) to be satisfied, and which breach has not been cured by the earlier of ten (10) days after written notice of such breach has been delivered to the Seller from the Buyer and the End Date;

(iii) by the Seller (so long as the Seller Parties are not then in material breach of any of their representations, warranties or covenants contained in this

Agreement such that the conditions contained in Section 7.1(a) and Section 7.1(b) would not be satisfied), by delivering written notice to the Buyer, if there has been a breach of any of the Buyer's representations, warranties or covenants contained in this Agreement which would result in the failure of a condition set forth in Section 7.2(a) or Section 7.2(b) to be satisfied, and which breach has not been cured by the earlier of ten (10) days after written notice of such breach has been delivered to the Buyer from the Seller and the End Date;

(iv) by either the Buyer or the Seller, if there is in effect a Final Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; provided, however, that the right to terminate this Agreement under this Section 8.1(a)(iv) will not be available to any Party whose failure to fulfill any covenant or obligation under this Agreement is the cause of or resulted in the Final Order;

(v) by either the Buyer or the Seller, if there is in effect a Legal Restraint that has become final and nonappealable; provided, however, that the right to terminate this Agreement under this Section 8.1(a)(v) will not be available to any Party whose failure to fulfill any covenant or obligation under this Agreement is the cause of or resulted in the Legal Restraint;

(vi) by the Buyer, if (A) any of the Sellers' Chapter 11 Cases is dismissed or converted into a case under Chapter 7 of the Bankruptcy Code, (B) an examiner with expanded powers or trustee is appointed in any of the Sellers' Chapter 11 Cases or (C) the Bankruptcy Court enters an Order pursuant to section 362 of the Bankruptcy Code lifting the automatic stay with respect to any material portion of the Acquired Assets and the Seller is thereafter impaired in its ability to deliver such material portion of Acquired Assets at the Closing;

(vii) by either the Buyer or the Seller, if the Closing does not occur on or prior to the End Date; provided that no Party shall be permitted to terminate this Agreement pursuant to this Section 8.1(a)(vii) if the failure of the Closing to have occurred on or prior to the End Date was caused by the breach of such Party with respect to any obligation or condition of this Agreement;

(viii) by the Buyer, if any Milestone is not timely satisfied in accordance with Section 5.3(d); or

(ix) by the Buyer, if the Bidding Procedures Order (including the Bidding Procedures, except to the extent any modifications are made pursuant to the terms thereof), the Sale Order, or any other Order materially affecting this Agreement is modified in any material respect in a manner adverse to the Buyer without the Consent of the Buyer.

(b) This Agreement shall terminate automatically in the event that (i) the Buyer is not chosen at the Auction to be the Successful Bidder or the Back-Up Bidder, (ii) an Alternative Transaction has been consummated following approval by the Bankruptcy

Court, or (iii) if the Buyer is chosen at the Auction to be the Back-Up Bidder, upon the expiration of the period during which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures and Bidding Procedures Order.

Section 8.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 8.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other Party or its Affiliates, except that (i) Section 2.6 (Deposit Amount), Section 9.5 (Notices), Section 9.4 (Succession and Assignment), Section 9.6 (Governing Law; Jurisdiction) and this Article VIII shall remain in full force and survive any termination of this Agreement and (ii) subject to Section 8.3, no such termination shall relieve any Party from liability for fraud or willful and material breach of this Agreement.

(b) The Parties agree that if this Agreement is terminated, then (i) the Buyer's or the Seller's receipt of the Deposit Amount in accordance with this Agreement (when payable) and (ii) the Buyer's receipt of the Bid Protections (when payable) pursuant to Section 8.3 shall be the sole and exclusive remedies of such Party against the other Parties and any of its or their respective Affiliates for any Liability, damage or other loss suffered as a result of any breach of any representation, warranty, covenant or agreement in this Agreement or the failure of the transactions contemplated hereby to be consummated, and upon the payment of such amounts (if due), neither the Buyer nor any of its respective Affiliates shall have any further monetary Liability relating to or arising out of this Agreement or the transactions contemplated by this Agreement.

Section 8.3 Termination Payment.

(a) In the event that this Agreement is terminated, other than pursuant to Section 8.1(a)(i) or Section 8.1(a)(iii), and an Alternative Transaction is consummated, in consideration for the Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of the Seller, and without the requirement of any notice or demand from the Buyer or any other application to or order of the Bankruptcy Court (other than the Bidding Procedures Order), the Seller Parties shall be jointly and severally liable for and shall pay (or cause to be paid to) the Buyer (i) a break fee equal to $1,140,000 (the "Break-Up Fee") and (ii) the Buyer's reasonable, actual and documented out-of-pocket costs, fees and expenses (including reasonable legal, financial advisory, accounting and other similar costs, fees and expenses) incurred prior to the termination of this Agreement in connection with its evaluation and negotiation of the transactions contemplated by this Agreement in an amount not to exceed $480,000 (the "Expense Reimbursement" and together with the Break-Up Fee the "Bid Protections"). In the event the Seller Parties become obligated under this Agreement to pay any or all of the Bid Protections pursuant to the immediately preceding sentence, such Break-Up Fee and Expense Reimbursement shall be treated as allowed administrative expense claims in the Sellers' Chapter 11 Cases pursuant to sections 503(b) and 507 of the Bankruptcy Code payable, and the Seller Parties shall pay such amounts, in immediately available funds to such account or accounts as may be specified in written notice by the Buyer concurrently with (and solely from the proceeds

of) the closing of the Alternative Transaction. For the avoidance of doubt, the provision of the administrative expense for the Bid Protections shall only be an obligation of the Seller Parties' estates if an Alternative Transaction closes. For the avoidance of doubt, in the event that this Agreement is terminated pursuant to Article VIII, the return of the Deposit Amount shall be governed by Section 2.6(b) and Section 2.6(c).

(b) Each of the Parties further acknowledges that the payment by the Seller Parties of the Bid Protections is not a penalty, but rather liquidated damages in a reasonable amount that will compensate the Buyer, in the circumstances in which such Bid Protection is payable, for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated by this Agreement, which amount would otherwise be impossible to calculate with precision. The obligation to pay the Bid Protections in accordance with the provisions of this Agreement will (i) be binding upon and enforceable jointly and severally against the Seller Parties immediately upon execution of this Agreement and approval by the Bankruptcy Court in the Bidding Procedures Order, and (ii) survive the subsequent termination of this Agreement, solely to the extent permitted by applicable law. The obligation to pay the Bid Protections as and when required under this Agreement, is intended to be, and is, binding upon any successors or assigns of the Seller Parties.

Section 8.4 Expenses. The Seller Parties shall pay their own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement, all Related Agreements, and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and Representatives. Except as provided in Section 8.3, the Buyer shall pay its own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and Representatives. Notwithstanding anything herein to the contrary, the Seller Parties, on the one hand, and the Buyer, on the other hand, will each pay 50% of the fees and expenses of the Escrow Agent.

Section 8.5 Acknowledgement. Each of the Parties acknowledges that (a) the agreements contained in this Article VIII are an integral part of the transactions contemplated by this Agreement and (b) without the agreements contained in this Article VIII, the Buyer would not have entered into this Agreement. In no event shall the Seller Parties have any liability to the Buyer or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive is hereby fully waived, released and forever discharged. In no event shall the Buyer have any liability to the Seller Parties or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive is hereby fully waived, released and forever discharged.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Entire Agreement. This Agreement, the Related Agreements the Bidding Procedures Order (once entered) and the Sale Order (once entered), including all schedules and exhibits attached to any of the foregoing, and the documents and instruments referred to in this Agreement that are to be delivered at or in connection with the Closing, constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof and the subject matter of the Related Agreements. If the Closing occurs, the Confidentiality Agreement, dated November 15, 2024, by and between Trive Capital Group LLC and Solutions (the "Confidentiality Agreement") will terminate effective as of the Closing.

Section 9.2 Incorporation of Annexes, Exhibits and Disclosure Schedule. The annexes and exhibits to this Agreement and the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.3 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver 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 default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.3 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.4 Succession and Assignment. This Agreement binds and benefits the Parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of either Seller Party under Chapter 11 or Chapter 7 of the Bankruptcy Code and any entity appointed as a successor to either Seller Party pursuant to a confirmed Chapter 11 plan). No party may delegate any performance of its obligations under this Agreement, except that the Buyer may at any time assign or delegate the performance of its obligations to any Affiliate of the Buyer so long as the Buyer remains responsible for the performance of the delegated obligation. Without limiting the foregoing, the Buyer shall have the right to designate one or more Affiliates, including any special purpose entities that may be organized by or at the direction of the Buyer for such purpose, to bid at the Auction or take title to the Acquired Assets or assume the Assumed Liabilities at the Closing (or thereafter) or any portion thereof and operate the business going forward, and upon written notice to the Seller of any such designation by the Buyer, the Seller agrees to execute and deliver all

instruments of transfer with respect to the Acquired Assets directly to, and in the name of, the Buyer's assignees.

Section 9.5 **Notices**. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (a) when delivered personally or by electronic mail to the recipient; (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (c) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to the Seller or Solutions:

c/o
Air Pros Solutions, LLC
Attention: Lawrence Hirsh
Email: [redacted]

-and-

Attention: Andrew Hede
Email: ahede@accordion.com

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

Greenberg Traurig, LLP
3333 Piedmont Road, NE
Suite 2500
Atlanta, Georgia 30305
Attn: David Kurzweil
Email: kurzweild@gtlaw.com

and

Greenberg Traurig, P.A.
401 East Las Olas Boulevard
Suite 2000
Fort Lauderdale, FL 33301
Attn: Zachary Schlichter
Email: schlichterz@gtlaw.com

If to the Buyer:

East Coast Mechanical Home Services LLC
c/o Trive Capital
2021 McKinney Avenue, Suite 1200
Dallas, TX 75201

Attention: General Counsel
Email: [redacted]

with copies (which shall not constitute notice) to:

King & Spalding LLP
1180 Peachtree Street NE
Suite 1600
Atlanta, GA 30309
Attention: Justin King; Will Jordan; Jeff Duston
Email: jking@kslaw.com; wjordan@kslaw.com; jdutson@kslaw.com

Any Party may change the physical address or e-mail address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth in this Section 9.5.

Section 9.6 Governing Law; Jurisdiction. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of laws provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any Litigation one Party commences against any other Party pursuant to this Agreement shall be brought exclusively in the Bankruptcy Court; provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the State of Delaware, sitting in New Castle County, and the federal courts of the United States of America sitting in the State of Delaware shall have exclusive jurisdiction over such Litigation.

Section 9.7 Consent to Service of Process. In addition to any other method allowed by applicable Law, each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.5.

Section 9.8 WAIVERS OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.9 Specific Performance.

(a) Each of the Parties acknowledges and agrees that the other Parties (collectively, the "Enforcing Parties") would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached, so that, prior to the termination of this Agreement pursuant to Section 8.1, in addition to any other remedy that each of the Parties may have under Law or equity,

each of the Parties shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

(b) Each of the Parties agrees that it shall not oppose the granting of specific performance or an injunction sought in accordance with this Section 9.9 on the basis that the Enforcing Parties have an adequate remedy at law or that any award of specific performance is, for any reason, not an appropriate remedy. The Enforcing Parties shall not be required to provide any bond or other security in connection with any such injunction or other equitable remedy. The End Date shall be tolled from the date any of the Enforcing Parties files a petition seeking specific performance or an injunction under this Section 9.9 until a final, non-appealable decision regarding this matter is obtained from a court of competent jurisdiction.

Section 9.10 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.11 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns except such rights as may inure to a successor or permitted assignee or designee under Section 9.4.

Section 9.12 No Survival of Representations, Warranties and Agreements. None of the Parties' representations, warranties, covenants, and other agreements in this Agreement, including any rights of the other Party or any third party arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Closing, except for (i) those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Closing and (ii) the Parties' representations and warranties relating to such Party's authority with regard to the execution of this Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby.

Section 9.13 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto," "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. The words "includes" and "including" are not limiting. Unless expressly stated

in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "$" means United States dollars. To the extent not contrary to the foregoing, the rules of construction contained in section 102 of the Bankruptcy Code shall apply. Any option, consent, approval, discretion or similar right of the Buyer set forth in this Agreement or any other Related Agreement may be exercised by the Buyer in its sole, absolute and unreviewable discretion (regardless of whether any or all such words are used in connection therewith), unless the provisions of this Agreement or Related Agreement specifically require another standard for such option, consent, approval, discretion or similar right. The term "made available" and words of similar import mean that the relevant documents, instruments or materials were posted and made available (and not removed) in the "Sunshine" electronic data room hosted by Datasite, in each case, at least one day prior to the date of this Agreement.

Section 9.14 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to the Sellers' Chapter 11 Cases, the provisions of Bankruptcy Rule 9006(a) shall apply.

Section 9.15 Mutual Drafting. Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.16 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meaning ascribed to them in this Agreement. The representations and warranties of the Seller Parties in this Agreement are made and given subject to the disclosures and exceptions set forth in the Disclosure Schedule. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of this Agreement. The disclosure in any section or paragraph of the Disclosure Schedule, and those in any amendment or supplement thereto, shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered or lettered section of this Agreement, except to the extent that: (a) such information is cross-referenced in another part of the Disclosure Schedule; or (b) it is reasonably apparent on the face of the disclosure (without reference to any document referred to therein or any independent knowledge on the part of the reader regarding the matter disclosed) that such information qualifies another representation or warranty of the Seller Parties. The listing of any matter shall expressly not be deemed to constitute an admission by the Seller Parties, or to otherwise imply, that any such matter is material, is required to be disclosed under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or Law shall be construed as

an admission or indication that any such breach or violation exists or has actually occurred. All attachments to the Disclosure Schedule are incorporated by reference into the section or paragraph of the Disclosure Schedule in which they are directly referenced.

Section 9.17 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.18 Counterparts: Facsimile and Email Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

Section 9.19 Time of Essence. Time is of the essence in this Agreement.

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT

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

SOLUTIONS:

Air Pros Solutions, LLC

By: Signed by: Andrew Hede F201A5254E664A2
Name: Andrew Hede
Title: Chief Restructuring Officer

SELLER:

East Coast Mechanical, LLC

By: Signed by: Andrew Hede F201A5254E664A2
Name: Andrew Hede
Title: Chief Restructuring Officer

SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT

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

BUYER:

East Coast Mechanical Home Services LLC

By: DocuSigned by: _____
0F2459E9C5244CE...
Name: Tyrone Johnson
Title: President

Exhibit 2-C

Dallas Plumbing Stalking Horse Purchase Agreement

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

AIR PROS SOLUTIONS, LLC,

DALLAS PLUMBING AIR PROS, LLC

and

COLUMBIA HOME SERVICES LLC

March 14, 2025

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of March 14, 2025, by and among (a) (i) Air Pros Solutions, LLC, a Delaware limited liability company ("Solutions"), and (ii) Dallas Plumbing Air Pros, LLC, a Delaware limited liability company (the "Seller" and together with Solutions, the "Seller Parties") and (b) Columbia Home Services LLC, a Delaware limited liability company (the "Buyer"). The Seller Parties and the Buyer are sometimes referred to collectively herein as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

WHEREAS, the Seller Parties are debtors-in-possession having commenced cases (the "Seller's Chapter 11 Case") under title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), through the filing of their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court");

WHEREAS, the Seller conducts, among other things, the business of providing HVAC services, plumbing services, electrical services and new construction, including installation, maintenance, service, repair and replacement, to homeowners, commercial enterprises and other parties (the "Business");

WHEREAS, (i) the Seller wishes to sell, transfer and assign to the Buyer, and the Buyer wishes to purchase, acquire and assume from the Seller, the Acquired Assets (as defined below) and (ii) the Buyer wishes to assume from the Seller the Assumed Liabilities (as defined below), on the terms and subject to the conditions set forth herein and in accordance with sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code; and

WHEREAS, the Seller Parties have agreed to file the Sale Motion (as defined below) with the Bankruptcy Court and take the other steps set forth herein and in the Bidding Procedures Order, the Bidding Procedures and the Sale Order (as each such term is defined below) to implement the transactions contemplated hereby upon the terms and subject to the conditions set forth herein and in the Sale Order.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows.

ARTICLE I
DEFINITIONS

For purposes of this Agreement, capitalized terms set forth in this Agreement shall have the meaning ascribed to such terms in this Article I.

"Acquired Assets" has the meaning set forth in Section 2.1.

"Affiliate" when used with reference to another Person means any Person, directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, such other Person.

"Agreement" has the meaning set forth in the preamble.

"Allocation" has the meaning set forth in Section 2.10.

"Allocation Objection Notice" has the meaning set forth in Section 2.10.

"Alternative Transaction" means any transaction or series of related transactions (other than pursuant to this Agreement), whether effectuated pursuant to a merger, consolidation, tender offer, exchange offer, share exchange, amalgamation, stock acquisition, asset acquisition, business combination, restructuring, recapitalization, liquidation, dissolution, joint venture or similar transaction, whether or not proposed by the Seller Parties, pursuant to which the Seller Parties: accept a Qualified Bid, other than that of the Buyer or its Affiliates, as the highest or otherwise best offer.

"Arbitrating Accountant" has the meaning set forth in Section 2.10.

"Assignment and Assumption Agreement" has the meaning set forth in Section 2.9(a)(iii).

"Assumable Permits" means all Permits relating to the Business to the extent their transfer is not prohibited by Law.

"Assumed Contracts" means those Leases and Contracts that have been, or will be, assigned to and assumed by the Buyer pursuant to Section 2.6, and section 365 of the Bankruptcy Code.

"Assumed Employee Benefit Plan" has the meaning set forth in Section 2.1(t).

"Assumed Employee Benefit Plan Schedule" has the meaning set forth in Section 2.6(c).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumed Permit" means those Permits that have been, or will be, assigned to and assumed by the Buyer pursuant to Section 2.6 and section 365 of the Bankruptcy Code

"Assumed Permit Schedule" has the meaning set forth in Section 2.6(c).

"Assumption Approval" has the meaning set forth in Section 2.6(g).

"Assumption Effective Date" has the meaning set forth in Section 2.6(d).

"Auction" means the auction for the sale and assumption of the Seller Parties' assets and certain liabilities, conducted by the Seller Parties pursuant to, and in accordance with, the Bidding Procedures and Bidding Procedures Order.

"Back-Up Bidder" means the qualified bidder chosen by the Seller Parties at the Auction, if any, who submitted the second-highest or otherwise best bid at the conclusion of such Auction.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, each a "Bankruptcy Rule."

"Bidding Procedures" means the bidding procedures to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, which order shall be reasonably satisfactory to the Buyer, and shall include (i) the bidding procedures and scheduling certain dates, deadlines and forms of notice in connection therewith, (ii) the payment of the Expense Reimbursement to Buyer, and (iii) other related relief; provided that Bidding Procedures substantially in the form attached hereto as Exhibit E are reasonably satisfactory to Buyer.

"Bidding Procedures Order" means the order to be entered by the Bankruptcy Court approving, among other things, the Buyer as the "stalking horse Buyer" for the assets listed on Exhibit A and the Bidding Procedures and which shall authorize and approve the Bidding Protections, which order shall be reasonably satisfactory to the Buyer.

"Bidding Protections" means the following: (i) a break-up fee in favor of the Buyer to be paid to the Buyer at the closing on an Alternative Transaction in the amount of 3% of the Purchase Price (the "Break-Up Fee"); (ii) an expense reimbursement in favor of the Buyer to be paid to the Buyer at the closing on an Alternative Transaction in an amount equal to the actual, direct and documented out of pocket expenses of the Buyer incurred in connection with this Agreement (including reasonable attorneys' fees of the Buyer), in an amount not to exceed $225,000 (the "Expense Reimbursement"); and (iii) an initial overbid requirement at any Auction equal to the sum of (A) the Break-Up Fee, plus (B) the Expense Reimbursement, plus (C) $225,000.

"Bill of Sale" has the meaning set forth in Section 2.9(a)(ii).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banks located in Wilmington, Delaware or New York City, New York shall be authorized or required by Law to close.

"Buyer" has the meaning set forth in the preamble.

"Capital Leases" means all leases required to be capitalized in accordance with GAAP.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act (H.R. 748) and any similar or successor Law or executive order or executive memo (including, without limitation, IRS Notice 2020-65, and IRS Notice 2021-11), and any subsequent Law or administrative guidance to the extent intended to address the consequences of coronavirus

(COVID-19) disease and the severe acute respiratory syndrome coronavirus 2 (SARS-CoV2) virus, including the Health and Economic Recovery Omnibus Emergency Solutions Act.

"Cash" means cash (including all cash located in Seller's bank accounts, lock-boxes, and cash in transit), cash equivalents, investment accounts, certificates of deposit, liquid investments and cash collateralized letters of credit. For the avoidance of doubt Cash expressly excludes lease security deposits and any customer deposits for jobs which have not commenced as of the Closing, which are Acquired Assets.

"Cash Purchase Price" means $22,500,000.

"Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 2.8.

"Closing Date" has the meaning set forth in Section 2.8.

"Closing Seller Payment" means the amount equal to the Cash Purchase Price, minus (ii) an amount equal to the Good Faith Deposit, minus (iii) the aggregate amount of customer deposits for jobs which have not commenced as of Closing.

"Consent" means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

"Consent Deadline" has the meaning set forth in Section 2.6(g).

"Contract" means any written or oral agreement, contract, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, membership agreement, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, license agreement, contribution agreement, partnership agreement or other arrangement, understanding, permission or commitment, whether entered into prior to or following the commencement of the Chapter 11 Cases, that, in each case, is legally binding, and including all exhibits, schedules, addenda, and other attachments thereto, but excluding Leases.

"Contract and Cure Schedule" has the meaning set forth in Section 2.6(c).

"Control" means, when used with reference to any Person, the power to direct the management or policies of such Person, directly or indirectly, by or through stock or other equity ownership, agency or otherwise, or pursuant to or in connection with any Contract; and the terms "Controlling" and "Controlled" shall have meanings correlative to the foregoing.

"Cure Amounts" has the meaning set forth in Section 2.6(f).

"Cure Notice" has the meaning set forth in Section 5.3(c).

"Data Protection Law" means all applicable Laws pertaining to data protection, data privacy, data security, cybersecurity, cross-border data transfer, and general consumer protection

law as applied in the context of data privacy, data breach notification, electronic communication, telephone and text message communications, marketing by email or other channels, and other similar laws.

"Data Protection Requirements" means (a) Data Protection Laws, (b) Privacy Policies, (c) any Contract and/or codes of conduct relating to the collection, access, use storage, disclosure, transmission, cross-border transfer of Personal Data binding on the Seller, and (d) applicable standards published by the Payment Card Industry Security Standards Council (e.g., PCI-DSS).

"Decree" means any judgment, decree, ruling, decision, opinion, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, judicial order, administrative order or any other order of any Governmental Entity.

"Designation Deadline" has the meaning set forth in Section 2.6(c).

"DIP Documents" shall mean that Senior Secured Priming and Superpriority Debtor-in-Possession Credit Agreement by and among, inter alia, the Seller Parties, the collateral agent, and the lenders party thereto from time to time.

"DIP Facility" shall mean the debtor-in-possession term loan facility pursuant to which the DIP Lenders agreed to provide debtor-in-possession financing commitments on the terms set forth in the DIP Documents.

"DIP Financing Order" means the *Interim Order (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, (E) Scheduling Final Hearing and (G) Granting Related Relief*, and any other order of the Bankruptcy Court approving debtor-in-possession financing and/or use of cash collateral for the Debtors.

"DIP Lenders" shall mean the lenders providing the DIP Facility.

"Disclosure Schedule" means the disclosure schedule delivered by the Seller Parties to the Buyer on the date of this Agreement.

"Employee Benefit Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA) and any other benefit or compensation plan, program, agreement or arrangement of any kind, in each case, maintained or contributed to by the Seller, in which the Seller participates or participated, in which the Seller has any Liability (contingent or otherwise), or through which current or former Service Providers of the Business are eligible to receive benefits or compensation.

"End Date" means the earlier of 5:00 p.m., prevailing Eastern time on (i) the date that is thirty (30) days following the entry of the Sale Order; provided, however, that if the Buyer is chosen at the Auction to be the Back-Up Bidder, the "End Date" shall be the close of business on the expiration date of the period during which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures and Bidding Procedures Order; and (ii) June 30, 2025, which date may be extended by the prior written consent of the Parties.

"Enforcing Parties" has the meaning set forth in Section 9.9(a).

"Environmental Claim" means any claim, action, cause of action, investigation or written notice or report by any person or entity alleging potential Liability (including potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (i) the presence, Release or threatened Release of any Hazardous Materials at any location, whether or not owned or operated by the Seller, (ii) circumstances forming the basis of any violation or alleged violation of any Environmental Law, or (iii) any other Liability arising under Environmental Law or relating to Hazardous Materials.

"Environmental Laws" means all Laws relating to (a) pollution or the protection, restoration or remediation of, or prevention of harm to, the environment or the protection of the natural environment, including natural resources, (b) the protection of human health and safety as it pertains to exposure to Hazardous Materials, (c) the manufacture, processing, registration, distribution, formulation, packaging or labeling of Hazardous Materials or products containing Hazardous Materials, (d) the transport or handling, use, presence, generation, treatment, incineration, landfilling, milling, storage, disposal, Release or threatened Release of or exposure to any Hazardous Materials, or (e) recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials.

"Environmental Liability" means any direct, pending or threatened indebtedness, liability, claim, loss, damage, fine, penalty, cost, expense, deficiency or responsibility, arising under or relating to any Environmental Claim, Environmental Law or Environmental Permit, whether based on negligence, strict liability or otherwise (including costs and liabilities for investigation, governmental response, removal, remediation, restoration, abatement, monitoring, personal injury, penalties, contribution, indemnification, injunctive relief, property damage, and natural resource damages), including (a) any actual or alleged violation of any Environmental Law or Environmental Permit, (b) any actual or alleged generation, use, handling, transportation, presence, storage, treatment, disposal, Release or threatened Release of or exposure to any Hazardous Materials at any facility or location, (c) any Liability arising under Environmental Law relating to, arising from or with respect to any formerly owned, leased or operated properties or any former, closed, divested or discontinued business operations, and (d) any Liabilities arising under Environmental Law assumed or retained by contract, operation of law, or otherwise.

"Environmental Permits" means any permit, Consent, license, registration, approval, notification or any other authorization pursuant to Environmental Law.

"Equity Interests" means all shares of capital stock, membership interests, limited liability company interests, units, partnership interests, joint venture interests, options, warrants, calls, demands, share appreciation rights, "phantom share", unit appreciation or other rights to participate in the revenues, profits, assets or equity (or the value thereof), Contracts or other rights of any nature to purchase, obtain or acquire or otherwise relating to, or any outstanding securities or obligations convertible into or exchangeable for, any shares or any other securities or other equity interests, as may be applicable, in any Person.

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"Excluded Assets" means, collectively, the following assets of the Seller: (a) all certificates of incorporation or certificates of formation and other organizational documents, 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 or other equity transfer books, stock or membership certificates relating to the Seller and other documents relating to the organization, maintenance and existence of the Seller as a corporation or limited liability company; provided that the Buyer shall have the right to make copies of any portions of such excluded items to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (b) all Records related to Taxes paid or payable by the Seller; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (c) (i) Owned Equity Interests (unless the Buyer expressly elects to acquire Owned Equity Interests of the Seller pursuant to Section 2.1) and (ii) if the Buyer has elected pursuant to Section 2.1 to acquire the Owned Equity Interests of the Seller as Acquired Assets, all other assets of the Seller that are being acquired via such Owned Equity Interests shall be Excluded Assets hereunder notwithstanding anything else in Section 2.1 to the contrary; (d) all Contracts and Leases that are not Assumed Contracts and all Employee Benefit Plans that are not Assumed Employee Benefit Plans; (e) any (i) confidential personnel and medical Records pertaining to any Service Provider to the extent the disclosure of such information is prohibited by applicable Law and (ii) other Records that the Seller is required by Law to retain; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset, any Assumed Liability or any Service Provider hired by the Buyer on the Closing Date (to the extent not prohibited by applicable Law); (f) any documents and agreements of the Seller relating to the Seller's Chapter 11 Case or to the sale or other disposition of the Business or the Acquired Assets or the sale or other disposition of any Excluded Assets in each case as contemplated by this Agreement; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (g) all Permits that are not Assumed Permits; (h) trade accounts receivable and other rights to payment from customers of the Seller (whether current or non-current) with respect to the period prior to Closing, and (i) any Cash.

"Excluded Employee Liabilities" means (i) any payments, compensation, benefits or entitlements that the Seller owes or are obligated to provide, whether currently, prospectively or on a contingent basis, whether pursuant to oral or written or formal or informal arrangements, prior to the Closing or as of the Closing, including as a result of, or in connection with, the consummation of the transactions contemplated by this Agreement, with respect to any Transferred Employee, including wages, other remuneration, bonus or other incentive pay, severance pay (contractual, statutory or otherwise), commissions, retention payments, change-of-control payments, post-employment medical or life obligations, pension contributions, and insurance premiums, as well as the employer portion of any associated Taxes; (ii) any Liabilities, payments, obligations, costs, expenses or disbursements related to any Service Provider, including under, or with respect to, ERISA, the WARN Act (or similar state or local Laws), COBRA Continuation Coverage, workers' compensation, right or actions under any labor or similar Laws that are incurred, accrued or arising prior to, or in connection with, the Closing; (iii) any Liability arising

under any Employee Benefit Plan; (iv) any Liability of the Seller with respect to any Service Provider of the Seller and/or of the Seller who is not a Transferred Employee; and (v) any Liability that transfers to, or otherwise becomes an obligation of, Buyer as a successor employer as a matter of Law, in each case, only to the extent such Liability arises at or prior to the Closing, or is otherwise attributable to the time period prior to Closing (regardless of when such Liability is ultimately realized or is otherwise incurred). Notwithstanding the foregoing, Excluded Employee Liabilities shall not include the Assumed Employee Liabilities.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Families First Act" means the Families First Coronavirus Response Act.

"Final Order" means an order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further appeal or rehearing thereon; (ii) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) as to which no stay is in effect; provided, however, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024(b) shall not cause an order not to be deemed a "Final Order" unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue. In the case of (i) the Sale Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyer, in its sole and absolute discretion, elects to proceed with Closing, and (ii) any other order that is required hereunder to be a Final Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyer, in its sole and absolute discretion, elects to proceed.

"Fundamental Representations" means the representations and warranties set forth in Sections 3.1(a), 3.1(b), 3.1(e), 3.1(f), 3.2, 3.3(a)(i), 3.3(c)(i), 3.4 and 3.5(a).

"Furnishings and Equipment" means tangible personal property (other than Inventory) and that is used or held for use in the operation of the Business, regardless of where located.

"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means any United States federal, state or local, municipal or non-United States governmental or regulatory authority, agency, commission, court, tribunal, body or other governmental entity and any subdivision, agency or instrumentality of any of the foregoing and any quasi-governmental or private body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of any of the above.

"Hazardous Material" means any (a) constituent, material, substance, chemical, or waste (or combination thereof) that is listed, defined, designated, regulated or classified as hazardous, explosive, corrosive, flammable, infectious, toxic, carcinogenic, mutagenic, radioactive,

dangerous, a pollutant, a contaminant, or words of similar meaning or effect under any Environmental Law, (b) substance that requires removal or remediation under any Environmental Law, (c) substance that can give rise to liability under any Environmental Law or the presence of which requires investigation, clean up, removal, abatement, remediation or other corrective or remedial action under any Environmental Laws, and (d) petroleum or petroleum by-products (including crude oil and any fractions thereof), natural gas, synthetic gas and any mixtures thereof, asbestos or asbestos-containing materials or products, per- and polyfluoroalkyl substances, polychlorinated biphenyls (PCBs) or materials containing same, radioactive materials, lead-based paints or materials, or radon or other materials that may have an adverse effect on human health or the environment.

"Indebtedness" of any Person means, the aggregate amount (including the current portions thereof), without duplication, of (a) the principal of and premium (if any) in respect of (i) indebtedness of such Person for money borrowed (including any indebtedness incurred through credit cards or charge cards) and (ii) purchase money indebtedness and all other indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, (b) all obligations of such Person issued or assumed as the deferred purchase price of property including all "earn-outs", incentive payments or similar obligations (assuming, in each case, for purposes of calculating "Indebtedness" that the full amount thereof is due and payable as of the date of such calculation), (c) all conditional sale obligations of such Person, and all obligations of such Person under any title retention agreement (but excluding trade accounts payable for goods and services and other accrued current liabilities arising in the Ordinary Course of Business), (d) all obligations of such Person under Capital Leases to the extent such Capital Leases are Assumed Contracts, (e) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance, or similar credit transaction, surety bond, performance bond or similar instruments, (f) the liquidation value of all redeemable preferred stock of such Person, (g) all obligations or liabilities under any PPP loan, (h) all obligations relating to or arising under interest rate or other hedging Contracts, (i) all overdrafts, (j) deferred revenue or similar liabilities, (k) deferred rent payments, (l) all severance payments, all unfunded or underfunded liabilities relating to change of control or similar transaction-related payments (assuming, in each case, for purposes of calculating "Indebtedness" that the full amount thereof is due and payable as of the date of such calculation), and any earned but unpaid compensation (including salary, accrued bonuses, commissions) for any period prior to the Closing Date, (m) any unfunded or underfunded liabilities pursuant to any pension or nonqualified deferred compensation plan or arrangement, (n) all accrued but unpaid management fees and advisory fees, (o) all obligations of the type referred to in clauses (a) through (n) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, (p) all obligations of the type referred to in clauses (a) through (n) of other Persons secured by any lien on any property or asset of such Person (whether or not such obligation is assumed by such Person), and (q) the amount required to retire or repay any such amount described in clauses (a) through (p) on the date in question includes all principal, interest, fees, expenses, prepayment penalties and other similar obligations owed in respect of any outstanding amounts.

"Initial Allocation" has the meaning set forth in Section 2.10.

"Insurance Policies" has the meaning set forth in Section 3.16.

"Intellectual Property" means any and all rights, title and interest in or relating to intellectual property of any type or similar proprietary rights, which may exist or be created under the Laws of any jurisdiction throughout the world, including the following, whether Registered or unregistered: (a) inventions, whether patentable or not, and all patents and patent applications, industrial designs, and utility models, together with all reissues, provisionals, continuations, continuations-in-part, divisionals, renewals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, internet domain names, social media accounts and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals and extensions in connection therewith, and all goodwill associated with any of the foregoing (collectively, "Marks"); (c) copyrightable works, rights associated with works of authorship, including software (in both source and object code form), databases, websites, exclusive exploitation rights, mask work rights, copyrights, database and design rights, all registrations and recordations thereof and applications in connection therewith, along with all extensions and renewals thereof and all moral rights associated with any of the foregoing; (d) trade secrets, know-how and other proprietary and confidential information, including inventions (whether or not patentable), invention disclosures, ideas, improvements, algorithms, source code, data, data analytics, methods, processes, designs, drawings, blue prints, specifications, formulae, customer lists and supplier lists (collectively, "Trade Secrets"); (e) software, including interpreted or compiled source code, object code, development documentation, and programming tools; and (g) tangible embodiments of the foregoing.

"Intellectual Property Assignment" has the meaning set forth in Section 2.9(a)(iv).

"Inventory" means all inventory (including merchandise, raw materials, component parts, supplies, packing and shipping materials, products in-process and finished products) of the Seller or the Business, whether temporarily out of the Seller's custody or possession, in transit to or from the Seller and whether in the Seller's vehicles, warehouses, held by any third parties or otherwise, and all other Inventory (as defined in the UCC), including any returned goods and any documents of title representing any of the foregoing.

"IRC" means the United States Internal Revenue Code of 1986, as amended.

"Knowledge" of a Person (and other words of similar import) (a) in reference to the Seller means the actual knowledge of [redacted] or any director or executive officer of the Seller, after reasonable inquiry of relevant internal department heads and (b) in reference to the Buyer means the actual knowledge of any director or executive officer of the Buyer, after reasonable inquiry or investigation. For the avoidance of doubt, no Person named in this definition shall have any personal liability or obligations solely rising out of such Knowledge. For the avoidance of doubt, except in the case of fraud, no person named in this definition shall have any personal liability or obligations solely rising out of such Knowledge.

"Law" means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance (including with respect to zoning or other land use matters), code, treaty, convention, rule, regulation, requirement, edict, directive, pronouncement, determination, proclamation or Decree of any Governmental Entity.

"Leased Real Property" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property of the Seller which is used in the Business.

"Leases" means all leases, subleases, licenses, concessions, and other agreements, including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, in each case pursuant to which the Seller holds or has any interest in Leased Real Property, but excluding Contracts.

"Liability" means any liability, Indebtedness, guaranty, claim, loss, damage, deficiency, assessment, responsibility or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether due or to become due, whether determined or determinable, whether choate or inchoate, whether secured or unsecured and whether matured or not yet matured).

"Lien" means any mortgage, deed of trust, hypothecation, contractual restriction, pledge, lien, encumbrance, interest, charge, security interest, put, call, other option, right of first refusal, right of first offer, servitude, right of way, easement, conditional sale or installment contract, finance lease involving substantially the same effect, security agreement or other encumbrance or restriction on the use, transfer or ownership of any property of any type (including real property, tangible property and intangible property).

"Litigation" means any complaint, charge, action, cause of action, suit, claim, investigation, mediation, audit, grievance, demand, hearing or proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity before any Governmental Entity or arbitrator.

"Material Adverse Effect" means any state of facts, change, event, effect, development, condition, circumstance or occurrence, that (a) is, or would reasonably be expected to be, individually or when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences, materially adverse to the financial condition or results of operations of the Business (taken as a whole), including (for the avoidance of doubt and notwithstanding any carve out in the following provisions) the re-escalation (or "2nd wave") of the COVID-19 pandemic and any other epidemic, pandemic or similar disease outbreak or illness, or (b) prevents, materially delays or materially impairs, or would reasonably be expected to prevent, materially delay or materially impair the ability of the Seller Parties to consummate the transactions contemplated by this Agreement or the Related Agreements on the terms set forth herein and therein; provided, however, that with respect to clause (a) only, no change, event, development or occurrence directly related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) national or international business, economic or political conditions, including the engagement by the United States of America in international hostilities (not domestic), affecting (directly or indirectly) the industry in which the Business operates, whether or not pursuant to the declaration of war, or the occurrence of any military or terrorist attack upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America, except to the extent that such change has a disproportionate adverse effect on the Business relative to the

adverse effect that such changes have on other companies in the industry in which the Business operates; (ii) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index), except to the extent that such change has a disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iii) any change in GAAP or Law except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iv) any changes directly attributable to the public announcement of this Agreement or any Related Agreement, including by reason of the identity of the Buyer or any of its Affiliates; (v) resulting from any act of God except to the extent that such change has a disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; or (vi) in the case of the Seller or the Business, the failure to meet or exceed any projection or forecast (it being understood that, with respect to this clause (vi) (A), the underlying facts or circumstances giving rise or contributing to the failure to meet such projection(s) or forecast(s) may be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect), or (B) changes in the business or operations of the Seller (including changes in credit terms offered by suppliers or financing sources) resulting from the announcement or the filing of the Seller's Chapter 11 Cases and the Seller's financial condition or the Seller's status as debtors under Chapter 11 of the Bankruptcy Code.

"Material Contract" has the meaning set forth in Section 3.9(a).

"Necessary Consents" has the meaning set forth in Section 2.6(g).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice.

"Owned Equity Interests" means any equity interests or securities of the Seller held by Solutions.

"Owned Intellectual Property" means all Intellectual Property that is (i) owned or purported to be owned by the Seller or (ii) owned or purported to be owned by Solutions and used solely in the Business of the Seller.

"Party" has the meaning set forth in the preamble.

"Permit" means any franchise, approval, permit, license, order, registration, certificate, variance, Consent, exemption, ratification, waiver or similar right or authorization issued, granted, given or otherwise obtained from or by any Governmental Entity, under the authority thereof, or pursuant to any applicable Law.

"Permitted Liens" means Liens with respect to leased or licensed personal property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assumed Contract.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Entity or any group or syndicate of any of the foregoing.

"Personal Data" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and when referring to a Data Protection Requirement, has the same meaning as the similar or equivalent term defined thereunder.

"Personal Property Taxes" means personal property Taxes of the Seller to the extent they become allowed claims in the Seller's Chapter 11 Case under sections 503(b)(1)(B) or 507(a)(8)(B) of the Bankruptcy Code.

"PPP" means the Paycheck Protection Program as described in the Coronavirus Aid, Relief, and Economic Security Act of 2020 and modified by the Small Business Administration and Department of Treasury guidance documents and FAQs, subsequent interim final rules, and the Paycheck Protection Program Flexibility Act of 2020.

"Previously Omitted Contract" has the meaning set forth in Section 2.6(j).

"Privacy Policies" means all published, posted and internal policies, procedures, agreements and notices relating to the collection, disclosure, destruction, or cross-border transfer of Personal Data.

"Proprietary Software" means all software owned or purported to be owned by the Seller.

"Purchase Price" has the meaning set forth in Section 2.5.

"Qualified Bid" means competing bids that are submitted by a qualified bidder in accordance with the Bidding Procedures and Bidding Procedures Order.

"Records" means, with respect to the Business, the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, lists (including client and customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications, creative materials, advertising and promotional materials, marketing plans, studies, reports, data, supplier and vendor lists, purchase orders, sales and purchase invoices, production reports, personnel and employment records, financial and accounting records and similar materials related to the Business and specifically excluding the Seller's corporate minutes book and related corporate records and books, files and papers not otherwise relating exclusively to the Business.

"Registered" means issued by, registered with, renewed by or the subject of a pending application before any Governmental Entity or domain name registrar.

"Related Agreements" means the Bill of Sale, the Assignment and Assumption Agreement, the Intellectual Property Assignment, the Assignment of Lease Agreements, the Transition Services Agreement and each other agreement, document or instrument executed or delivered by

a Party in connection with the foregoing, this Agreement, the Sale Order or the transactions contemplated hereby or thereby.

"Related Party" means any officer, director, manager or equity holder of the Seller, or any member of the immediate family of the foregoing.

"Release" means the release, spill, emission, leaking, pumping, pouring, emptying, escaping, dumping, injection, deposit, disposal, discharge, dispersal, leaching or migrating into or through the indoor or outdoor environment or into or out of any property or facility, including the movement of Hazardous Materials through or in the natural or manmade environment, including air, soil, surface water, groundwater or property.

"Remedial Action" means all actions as specifically required by any applicable Environmental Law or the jurisdictional Governmental Entity to (a) clean up, remove, treat or in any other way address any Hazardous Material in accordance with applicable risk-based environmental standards, (b) prevent or remediate the Release of any Hazardous Material in a manner that ensures such Release does not endanger or threaten to endanger human health, (c) prevent direct human exposure to Hazardous Material through the use of engineering and institutional controls, and (d) perform pre-remedial studies and investigations or post-remedial monitoring and care; in each case as approved or deemed necessary by the jurisdictional Governmental Entity.

"Representative" of a Person means such Person's officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents of such Person.

"Sale Motion" means that motion to be filed in the Seller's Chapter 11 Case requesting that the Bankruptcy Court (a) enter the Bidding Procedures Order and (b) enter the Sale Order at the final hearing on the Sale Motion, and approve all related transactions.

"Sale Order" means an order of the Bankruptcy Court entered in the Seller's Chapter 11 Case pursuant to sections 105, 363, and 365 of the Bankruptcy Code, approving this Agreement and the transactions contemplated hereby, in all respects as shall be reasonably acceptable to the Seller and the Buyer, (i) approving the sale and transfer of the Acquired Assets to the Buyer free and clear of all liens, claims and interests other than Permitted Liens, if any, pursuant to section 363(f) of the Bankruptcy Code; (ii) approving the assumption and assignment to the Buyer of the Assumed Contracts; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing a finding that the transactions contemplated by this Agreement are undertaken by the Seller Parties and the Buyer (solely in its capacity as such) at arm's length, without collusion, and finding that the Buyer is a good-faith Buyer entitled to the protections of section 363(m) of the Bankruptcy Code; (v) finding that due and adequate notice of the approval of the sale hearing and proposed Sale Order and an opportunity to be heard were provided to all Persons entitled thereto, including but not limited to, federal, state and local taxing and regulatory authorities; (vi) confirming that the Buyer is acquiring the Acquired Assets free and clear of all Liabilities, other than the Assumed Liabilities, and authorizing the Buyer (a) to execute and file such statements, instruments, releases and other documents on behalf of the person with respect to the Acquired Assets, (b) to file, register or otherwise record a certified copy of this Sale Order, which,

once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Claims against the Acquired Assets, and (c) to seek in the Bankruptcy Court or any other court to compel appropriate persons to execute termination statements, instruments of satisfaction, and releases of all Claims with respect to the Acquired Assets other than liabilities expressly assumed under this Agreement; (vii) assuring that the Buyer will not be subject to successor liability for any claims or causes of action of any kind or character against the Seller Parties, whether known or unknown, unless expressly assumed as an Assumed Liability pursuant to this Agreement; (vii) authorizing the Buyer to freely own and operate the Acquired Assets; (ix) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement; (x) providing that the provisions of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) are waived and there will be no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure; (xi) permitting the Buyer to waive, in its sole discretion, the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure; and (xii) granting related relief, which order shall be in all respects reasonably satisfactory to the Buyer.

"Seller" has the meaning set forth in the preamble.

"Seller-Provided IP" means all Intellectual Property that is licensed to Buyer pursuant to, or for which access thereto is otherwise provided to Buyer or its Subsidiaries in, this Agreement or the Transition Services Agreement.

"Seller's Chapter 11 Case" has the meaning set forth in the recitals.

"Service Provider" means any director, officer, full-time or part-time employee, independent contractors, independent consultants or temporary employees, of the Seller.

"Solutions" has the meaning set forth in the preamble.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or other persons performing similar functions with respect to such corporation) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director, managing member or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Successful Bidder" means the bidder who shall have submitted the highest or otherwise best bid at the conclusion of the Auction in accordance with the Bidding Procedures and Bidding Procedures Order.

"Tax" or "Taxes" means any net or gross income, net or gross receipts, net or gross proceeds, capital gains, capital stock, sales, use, user, leasing, lease, transfer, natural resources, premium, ad valorem, value added, franchise, profits, gaming, license, capital, withholding, payroll or other employment, estimated, goods and services, severance, excise, stamp, fuel, interest equalization, registration, recording, occupation, turnover, personal property (tangible and intangible), real property, escheat, unclaimed or abandoned property, alternative or add-on, windfall or excess profits, environmental, social security, disability, unemployment or other tax or customs duties or amount imposed by (or otherwise payable to) any Governmental Entity, or any interest, any penalties, additions to tax or additional amounts assessed, imposed or otherwise due or payable under applicable Laws with respect to taxes, in each case, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Transfer Tax" has the meaning set forth in Section 6.5.

"Transferred Employee" has the meaning set forth in Section 6.4(a).

"Transition Services Agreement" has the meaning set forth in Section 2.9(a)(iv).

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Delaware, or in any other state to the extent the law of such other state shall govern or apply to a specific asset or property of the Seller.

"WARN Act" has the meaning set forth in Section 3.9(a).

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of Acquired Assets. On the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing, the Buyer shall purchase, acquire, and accept from the Seller, and the Seller shall sell, transfer, assign, convey, and deliver to the Buyer (or its assignee pursuant to Section 9.4), all of the Seller's right, title and interest in and to all of the properties, rights, interests and other tangible and intangible assets of the Seller set forth on Exhibit A attached hereto (collectively, the "Acquired Assets"), free and clear of all Liens (other than Permitted Liens) and Excluded Liabilities, for the consideration specified in Section 2.5; provided, however, that the Acquired Assets shall not include any Excluded Assets.

Section 2.2 Excluded Assets. Nothing contained herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Buyer, and the Seller shall retain all of its right, title and interest to, in and under the Excluded Assets.

Section 2.3 Assumed Liabilities. On the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing (or, with respect to assumed liabilities under Assumed Contracts or Assumed Permits that are expressly assumed by the Buyer after the Closing (or such later date of assumption as provided in Section 2.6)), the Buyer shall assume, and become responsible for the following Liabilities and no other Liabilities, including the Excluded

Liabilities, of the Seller (collectively, the "Assumed Liabilities"), and from and after the Closing (or such later date of assumption as provided in Section 2.6), agrees to timely pay, honor and discharge, or cause to be timely paid, honored and discharged, all Assumed Liabilities when due and in a timely manner in accordance with the terms thereof, and except for the Assumed Liabilities, the Buyer shall not be deemed to have assumed any other Liabilities of the Seller, any of their Affiliates or any predecessors of the foregoing:

(a) all Liabilities arising after the Closing Date under the Assumed Contracts and the Assumed Permits included in the Acquired Assets, in each case, to the extent that are incurred solely from the use of the Acquired Assets and conduct of the Business by the Buyer following the Closing Date;

(b) all Cure Amounts payable pursuant to Section 2.6(f);

(c) all Liabilities for Taxes expressly borne by the Buyer pursuant to Section 6.5;

(d) all Liabilities of the Seller with respect to customer warranty claims of the Business for services provided or jobs completed by the Seller prior to Closing;

(e) all Liabilities of the Seller with respect to customer membership programs of the Business;

(f) (i) all accrued vacation and sick time of the Transferred Employees that remains unused or unpaid as of the Closing and (ii) any other Liabilities described as being assumed by Buyer in Section 6.4 (subparts (i) and (ii), collectively, the "Assumed Employee Liabilities"); and

(g) all Liabilities of the Seller with respect to open customer jobs as of the Closing.

Section 2.4 Excluded Liabilities. Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that the Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of the Seller or the Business or any other Liabilities that are not expressly Assumed Liabilities, whether existing at any time before or after the Closing Date or arising thereafter, other than the Assumed Liabilities (all such Liabilities that the Buyer is not assuming being referred to collectively as the "Excluded Liabilities"). Without limiting the foregoing, the Buyer shall not be obligated to assume, does not assume and hereby disclaims all the Excluded Liabilities, including the following Liabilities of the Seller or the Business whether incurred or accrued at any time before or after the Closing Date:

(a) except as otherwise provided in Section 2.10 or Section 6.5, (i) all Taxes of the Seller or any of its Affiliates, including Taxes imposed on the Seller under Treasury Regulations Section 1.1502-6 and similar provisions of state, local or foreign Tax Law accruing prior to the Closing and (ii) all Liabilities for Taxes relating to the Business, Acquired Assets or Transferred Employees for all Taxable periods (or portions thereof) ending on or prior to the Closing Date (including, for the avoidance of doubt, any payroll

or other employment Taxes deferred by the Seller pursuant to Section 2302 of the CARES Act);

(b) all Liabilities of the Seller for fees, costs and expenses incurred in connection with Seller's Chapter 11 Case or negotiating, preparing, closing and carrying out this Agreement and the transactions contemplated hereby or in investigating, pursuing or completing the transactions contemplated hereby including the solicitation of other potential acquirors of the Seller or its Affiliates or the consideration of other strategic initiatives, including any fees and expenses of attorneys, investment bankers, finders, brokers, accountants, advisors and consultants or other transaction related costs;

(c) all Personal Property Taxes;

(d) all Liabilities of the Seller in respect of Indebtedness (except to the extent of any Cure Amounts payable pursuant to Section 2.6(f) under any Assumed Contracts (including any Capital Leases that are Assumed Contracts);

(e) all Liabilities arising in connection with any violation of any applicable Law relating to the period on or prior to the Closing Date by the Seller;

(f) any Environmental Liability arising in connection with or in any way relating to: (i) the Excluded Assets; (ii) the conduct of the Business or the ownership or operation of the Business, any property now or previously owned, leased or operated by the Seller or the Acquired Assets, in each case on or prior to the Closing Date; (iii) the presence or Release of or exposure to any Hazardous Materials at, on, under or migrating from any property now or previously owned, leased or operated by the Seller or any Acquired Asset or otherwise arising out of the ownership or operation of the Business, in each case arising at or prior to the Closing Date; (iv) the transportation, storage, treatment, disposal, generation, manufacturing, recycling, reclamation, use or other handling of any Hazardous Materials on or prior to the Closing Date with respect to any property now or previously owned, leased or operated by the Seller or the Acquired Assets or any activities or operations occurring or conducted at any real property used or held for use by the Seller (including offsite disposal) or the Acquired Assets, or relating in any manner to the ownership or operation of the Business on or prior to the Closing Date; and/or (v) any violations of Environmental Law to the extent such violations occurred prior to the Closing Date;

(g) all Litigation and any other Liabilities, including any tort claims, breach of contract claims, employment claims and discrimination claims, to the extent relating to Claims (including Claims instituted after the Closing Date), events or conditions arising out of or relating in any way to the conduct or operation of the Business or the ownership of the Acquired Assets on or prior to the Closing Date even if instituted after the Closing Date;

(h) all Excluded Employee Liabilities;

(i) all Liabilities arising out of or related to any Excluded Asset;

(j) all Liabilities to any (i) current or former owner or holder of capital stock or other Equity Interests of the Seller or current or former holder of Indebtedness of the Seller or the Business, (ii) current or former officer, manager or director of the Seller (including any Liability with respect to indemnification or advancement of expenses, or (iii) any current or former Subsidiary of the Seller, in each case in their capacity as such;

(k) all Liabilities relating to (i) the collection, storage, transmission, use or disposal of any Personal Information of any third party, in each case on or before the Closing Date, and (ii) the transfer of any such Personal Information to Buyer to the extent permitted under this Agreement;

(l) all other Liabilities that are not Assumed Liabilities, including all Liabilities arising under or in connection with written or oral Contracts;

(m) all Liabilities of the Seller constituting trade accounts payable or other accounts payable incurred on or prior to the Closing Date to the extent not included as a Cure Amount;

(n) all Liabilities relating to, arising from or with respect to, the conduct of the Business or to the Acquired Assets (and the use thereof) arising or accruing at any time on or prior to the Closing Date to the extent not included as a Cure Amount or otherwise included as an Assumed Liability; and

(o) all other Liabilities of the Seller under this Agreement and the Related Agreements and the transactions contemplated hereby or thereby (excluding all the Assumed Liabilities).

Section 2.5 Consideration. The aggregate consideration for the sale, transfer, assignment, conveyance and delivery of the Acquired Assets to the Buyer (the "Purchase Price") shall be the Cash Purchase Price which shall be delivered to the Seller in accordance with Section 2.9(b)(i) (by delivery of the Closing Seller Payment) and Section 2.13 (by delivery of the Good Faith Deposit); plus (b) the assumption of Assumed Liabilities (including the Cure Amounts payable pursuant to Section 2.6(f)). Not later than two (2) Business Days following the entry of the Bidding Procedures Order, the Buyer will confirm the then-current dollar amount of the Purchase Price in writing to the Seller, which amount shall be subject to upward adjustment at any time prior to or during the Auction.

Section 2.6 Assumption and Assignment of Contracts, Leases, Employee Benefit Plans and Permits.

(a) The Sale Order shall provide for the assumption by the Seller, and the assignment to the extent legally capable of being assigned by the Seller to the Buyer, of the Assumed Contracts on the terms and conditions set forth in the remainder of this Section 2.6.

(b) At the Buyer's request, the Seller shall reasonably cooperate from the date hereof forward with the Buyer as reasonably requested by the Buyer to allow the Buyer to enter into an amendment of any Contract or Lease effective upon assignment to the Buyer

of such Contract or Lease (and the Seller shall reasonably cooperate with the Buyer to the extent reasonably requested with the Buyer in negotiations with the applicable non-debtor counterparties and/or landlords). The Buyer shall compensate the Seller for any reasonable, reasonably documented out-of-pocket, non-fixed costs with respect to the foregoing, but not to include outside counsel fees.

(c) Section 2.6(c)(i) of the Disclosure Schedule sets forth a true, correct, and complete list of all Contracts and Leases to which the Seller is a party with respect to the Business. Section 2.6(c)(ii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Seller's Employee Benefit Plans. Section 2.6(c)(iii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Assumable Permits with respect to the Business. The proposed Cure Amounts in respect of each Contract, Lease and Employee Benefit Plan, are also set forth in Section 2.6(c)(i) of the Disclosure Schedule. Buyer has advised the Seller that it may want the Seller to assume and assign certain of the Contracts and Leases set forth in Section 2.6(c)(i) of the Disclosure Schedule, Employee Benefit Plans set forth in Section 2.6(c)(ii) of the Disclosure Schedule and Assumable Permits set forth in Section 2.6(c)(iii) of the Disclosure Schedule, in each case, under section 365 of the Bankruptcy Code. The inclusion of any Contract or Lease on Section 2.6(c)(i) of the Disclosure Schedule, Employee Benefit Plan on Section 2.6(c)(ii) of the Disclosure Schedule or Assumable Permit on Section 2.6(c)(iii) of the Disclosure Schedule does not constitute an admission that a particular contract is an executory contract or unexpired lease within the meanings set forth in the Bankruptcy Code or require or guarantee that such Contract, Lease, Employee Benefit Plan or Assumable Permit will ultimately be assumed. All rights of Buyer with respect thereto are reserved. The Buyer shall, no later than five (5) days prior to the earlier of (i) a scheduled Auction or, (ii) in the event no Auction is held, prior to the hearing scheduled to consider entry of the Sale Order (the "Designation Deadline"), identify in writing to the Seller the Contracts, Leases, Employee Benefit Plans and Assumable Permits that the Buyer has decided subject to its other rights in this Section 2.6, will be (x) Assumed Contracts by putting such agreements onto a contract and cure schedule (the "Contract and Cure Schedule"), will be Assumed Employee Benefit Plans by putting such Employee Benefit Plans on the "Assumed Employee Benefit Plan Schedule" or will be Assumed Permits by putting such Assumable Permits on the "Assumed Permit Schedule", each of which may be modified from time to time as set forth herein.

(d) Unless the Bankruptcy Court orders otherwise, each Contract and Lease included on the Contract and Cure Schedule, Employee Benefit Plan included on the Assumed Employee Benefit Plan Schedule and Assumable Permit included on the Assumed Permit Schedule will be deemed to have been assigned to the Buyer and become an Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit, as applicable, on the date (the "Assumption Effective Date") that is the later of: (i) the Closing Date, or (ii) contemporaneously with the resolution of any objections to the assumption and assignment of such Contract or Lease (or to a proposed Cure Amount), Employee Benefit Plan or Assumable Permit.

(e) As part of the Sale Motion (or as necessary in one or more separate motions), the Seller shall request that, by virtue of the Seller providing prior notice of their

intent to assume and assign any Contract, Lease, Employee Benefit Plan or Assumable Permit pursuant to the terms set forth in the Bidding Procedures Order, the Bankruptcy Court shall deem (by way of the Bidding Procedures Order or such other order of the Bankruptcy Court) any non-debtor party to such Contract, Lease, Employee Benefit Plan or Assumable Permit that does not file an objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract, Lease, Employee Benefit Plan or Assumable Permit by the Seller and assignment to the Buyer. For the avoidance of doubt, the Seller may reject any Contract and Lease that is not an Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit.

(f) In connection with the assumption and assignment to the Buyer of any Assumed Contract, the cure amounts, as agreed among the applicable non-debtor counterparty, the Seller and the Buyer, or as determined by the Bankruptcy Court, if any necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Contracts, including any amounts payable to any landlord under any Lease that is an Assumed Contract, in each that relates to the period prior to the Assumption Effective Date (such amounts, the "Cure Amounts"), shall be paid by the Buyer, on the Assumption Effective Date, and not by the Seller and the Seller shall have liability therefor, and the Cure Amounts paid by the Buyer shall not reduce, directly or indirectly, any consideration received by the Seller hereunder.

(g) The Seller shall use its commercially reasonable efforts to obtain an order of the Bankruptcy Court (including the Sale Order) to assign the Assumed Contracts to Buyer (the "Assumption Approval") on the terms set forth in this Section 2.6. In the event the Seller is unable to assign any such Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit to the Buyer pursuant to an order of the Bankruptcy Court for any reason, including that the Consent of a Governmental Entity or third party is necessary to assume and assign such Assumed Contracts to the Buyer (the "Necessary Consents") and such Necessary Consent has not yet been obtained, then the Parties shall use their commercially reasonable efforts until the earlier of the effective date of a Chapter 11 plan confirmed in the Seller's Chapter 11 Case or the ninetieth (90^{th}) day after the Closing Date (the "Consent Deadline") to obtain, and to cooperate in obtaining, all Consents from Governmental Entities and third parties necessary to assume and assign such Contract, Lease, Employee Benefit Plan or Assumable Permit to the Buyer, including, in the case of the Buyer, paying any applicable Cure Amounts.

(h) To the extent that any Consent that is required to assign to the Buyer any Contract or Lease is not obtained by the Closing Date, the Seller shall, with respect to each such Contract or Lease, from and after the Closing and until the earliest to occur of (x) the effective date of a Chapter 11 plan confirmed in the Seller's Chapter 11 Case, (y) the date on which such applicable Consent is obtained (which Consents the Parties shall use their commercially reasonable efforts, and cooperate with each other, to obtain promptly), and (z) the Consent Deadline, use commercially reasonable efforts to (i) provide to the Buyer the benefits under such Contract or Lease Contract, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract or Lease in trust for the Buyer pending receipt of the required Consent) designed to provide such benefits to the Buyer, and (iii) use its commercially reasonable efforts to enforce for the account of the Buyer any

rights of the Seller under such Contract or Lease (including the right to elect to terminate such Contract or Lease Contract in accordance with the terms thereof upon the written direction of the Buyer). The Buyer shall reasonably cooperate with the Seller in order to enable the Seller to provide to the Buyer the benefits contemplated by this Section 2.6(h). The Buyer shall compensate the Seller for any reasonable and reasonably documented out-of-pocket, non-fixed costs with respect to any Assumed Contract for which a Necessary Consent has not been obtained until such time as such Assumed Contract is either (a) assumed by the Seller and assigned to the Buyer or (b) rejected by the Seller.

(i) Notwithstanding the foregoing, a Contract or Lease shall not be an Assumed Contract hereunder and shall not be assigned to, or assumed by, the Buyer to the extent that such Contract or Lease (i) is rejected by the Seller or validly terminated by the Seller in accordance with the terms hereof or by the other party thereto, or terminates or expires by its terms, on or prior to the Closing Date and is not continued or otherwise extended upon assumption, or (ii) requires a Consent of any Governmental Entity or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to the Buyer of the Seller's rights under such Contract, and no such Consent has been obtained prior to the effective date of a Chapter 11 plan confirmed in the Seller's Chapter 11 Case or the Consent Deadline. In addition, a Permit shall not be assigned to, or assumed by, the Buyer to the extent that such Permit requires a Consent of any Governmental Entity or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to the Buyer of the Seller's rights under such Permit, and no such Consent has been obtained prior to the Closing or such later date as may be agreed among the Seller and the Buyer (and all costs and expenses associated with such extension shall be borne by the Buyer).

(j) If prior to the Closing, it is discovered that a Contract should have been listed on Section 2.6(c) of the Disclosure Schedule but was not so listed (any such Contract, a "Previously Omitted Contract"), the Seller shall, promptly following the discovery thereof (but in no event later than five (5) Business Days following the discovery thereof), notify the Buyer in writing of such Previously Omitted Contract and provide the Buyer with a copy of such Previously Omitted Contract and the Cure Amount (if any) in respect thereof. The Buyer shall thereafter deliver written notice to the Seller, no later than five (5) Business Days following such notice of such Previously Omitted Contract from the Seller, if the Buyer elects to so include such Previously Omitted Contract on the Contract and Cure Schedule.

(k) If the Buyer includes a Previously Omitted Contract on the Contract and Cure Schedule in accordance with Section 2.6(j), the Seller shall file and serve a notice on the contract counterparties to such Previously Omitted Contract notifying such counterparties of the Seller's intention to assume and assign to the Buyer such Previously Omitted Contract, including the proposed Cure Amount (if any). Such notice shall provide such contract counterparties pursuant to the procedures set forth in the Bidding Procedures Order to object, in writing, to the Seller and the Buyer to the assumption of its Contract or Lease. If such counterparties, the Seller and the Buyer are unable to reach a consensual resolution with respect to the objection, the Seller Parties shall seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such

Previously Omitted Contract. If no objection is timely served on the Seller and the Buyer, then such Previously Omitted Contract shall be deemed assumed by the Seller Parties and assigned to the Buyer pursuant to the Sale Order. The Seller and the Buyer shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for the Buyer to assume the rights and obligations under such Previously Omitted Contract.

Section 2.7 [Reserved]

Section 2.8 Closing. The Parties agree that the closing of the transactions contemplated by this Agreement including the purchase and sale of the Acquired Assets pursuant to this Agreement (the "Closing") shall take place electronically commencing at 10:00 a.m. (prevailing Eastern time) on the date that is the third (3rd) Business Day after the date on which all conditions to the obligations of the Seller Parties and the Buyer to consummate the transactions contemplated hereby set forth in Article VII have been satisfied or waived (other than conditions with respect to actions that either or both the Seller Parties and the Buyer will take at the Closing itself, but subject to the satisfaction or waiver (by the Party entitled to waive such condition) of those conditions) (the "Closing Date"); provided, however, the Closing shall occur prior to the End Date. The date and time on and at which the Closing actually occurs is referred to in this Agreement as the "Closing Date."

Section 2.9 Deliveries at Closing.

(a) At the Closing, the Seller shall deliver to the Buyer the following documents and other items, duly executed by the Seller, as applicable:

(i) the Acquired Assets;

(ii) a Bill of Sale substantially in the form of Exhibit B attached hereto (the "Bill of Sale");

(iii) an Assignment and Assumption Agreement substantially in the form of Exhibit C attached hereto (the "Assignment and Assumption Agreement");

(iv) an Intellectual Property Assignment substantially in the form of Exhibit D attached hereto together with any short-form assignments requested by the Buyer for recordation with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other Governmental Entity or domain name registrar (collectively, the "Intellectual Property Assignment");

(v) the Transition Services Agreement, in the form attached hereto as Exhibit G (the "Transition Services Agreement");

(vi) one or more Assignment of Lease Agreements with respect to those Leases which constitute Assumed Contracts, substantially in the form attached hereto as Exhibit H (the "Assignment of Lease Agreement");

(vii) a certificate signed by an authorized officer of each of the Seller Parties to the effect that each of the conditions specified in Section 7.1(a), Section 7.1(b) and Section 7.1(g) is satisfied in accordance with the terms thereof; and

(viii) from the Seller, a duly completed and executed Internal Revenue Service Form W-9 certifying that the Seller is a "U.S. person" and is not subject to United States backup withholding;

(b) At the Closing, the Buyer shall deliver to the Seller, the following documents, consideration and other items, duly executed by the Buyer, as applicable:

(i) the Closing Seller Payment;

(ii) the Assignment and Assumption Agreement;

(iii) the Intellectual Property Assignment;

(iv) the Transition Services Agreement;

(v) the Assignment of Leases Agreement(s);

(vi) a certificate to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) is satisfied in accordance with the terms thereof; and

(vii) a copy of the Buyer's certificate of incorporation, certificate of formation or other formation document certified as of a date on or soon before the Closing Date by the Secretary of State (or comparable governmental officer) of the respective jurisdictions of the Buyer's incorporation or organization.

Section 2.10 Allocation. As soon as reasonably practicable and in no event later than sixty (60) days after the Closing Date, the Buyer shall provide the Seller with a draft allocation of the Purchase Price for federal income tax purposes, including any liabilities properly included therein among the Acquired Assets and the agreements provided for herein, for federal, state and local income tax purposes (the "Initial Allocation"). In the event the Buyer fails to provide the Initial Allocation within such sixty (60) day period, then the Seller, may elect to deliver the Initial Allocation for review by Buyer pursuant to the following procedures. Within forty-five (45) days of the receipt of the Initial Allocation, the Seller may deliver a written notice (the "Allocation Objection Notice") to the Buyer, setting forth in reasonable detail those items in the Initial Allocation that the Seller disputes, if any. The Seller may make reasonable inquiries of the Buyer and its accountants and Service Providers relating to the Initial Allocation, and the Buyer shall use reasonable efforts to cause any such accountants and Service Providers to cooperate with, and provide such requested information to, the Seller in a timely manner. If prior to the conclusion of such forty-five (45)-day period, the Seller notifies the Buyer in writing that it will not provide any Allocation Objection Notice or if the Seller does not deliver an Allocation Objection Notice within such forty-five (45)-day period, then the Buyer's proposed Initial Allocation shall be deemed final, conclusive and binding upon each of the Parties. Within thirty (30) days of the Seller's delivery of the Allocation Objection Notice, the Seller and the Buyer shall attempt to

resolve in good faith any disputed items, and failing such resolution, the unresolved disputed items shall be referred for final binding resolution to a mutually agreeable accounting firm (the "Arbitrating Accountant"). The fees and expenses of the Arbitrating Accountant shall be paid fifty percent (50%) by the Buyer and fifty percent (50%) by the Seller. Such determination by the Arbitrating Accountant shall be (i) in writing, (ii) furnished to the Buyer and the Seller as soon as practicable (and in no event later than thirty (30) days after the items in dispute have been referred to the Arbitrating Accountant), (iii) made in accordance with the principles set forth in this Section 2.10, and (iv) non-appealable and incontestable by the Buyer and the Seller. As used herein, the "Allocation" means the allocation of the Purchase Price, the Assumed Liabilities and other related items among the Acquired Assets and the agreements provided for herein as finally agreed between the Buyer and the Seller or ultimately determined by the Arbitrating Accountant, as applicable, in accordance with this Section 2.10. The Allocation shall be prepared in accordance with IRC Section 1060 and the treasury regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate), consistent in all cases with the principles set forth in Section 2.10 of the Disclosure Schedule. The Buyer and the Seller shall each report the federal, state and local income and other Tax consequences of the transactions contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under IRC Section 1060 (or any successor form or successor provision of any future Tax Law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable Law. The Seller shall provide the Buyer and the Buyer shall provide the Seller with a copy of any information required to be furnished to the Secretary of the Treasury under IRC Section 1060.

Section 2.11 Proration of Taxes and Other Items. Except as otherwise provided in this Agreement with respect to Tax items allocable to a particular Party, to the extent that any of the items listed below in this Section 2.11 are paid by the Seller prior to the Closing or are payable by the Buyer or the Seller after the Closing Date, such items shall be apportioned as of the Closing Date such that (i) the Seller shall be liable for (and shall reimburse the Buyer to the extent that the Buyer shall pay) that portion of such of the foregoing relating or attributable to periods prior to the Closing Date; and (ii) the Buyer shall be liable (and shall reimburse the Seller, to the extent the Seller shall have paid) that portion of the foregoing relating or attributable to periods on or after the Closing Date. Should any amounts to be prorated not have been finally determined on the Closing Date, a mutually satisfactory estimate of such amounts made on the basis of the Seller Parties' records shall be used as a basis for settlement at the Closing, and the amount finally determined will be prorated as of the Closing Date and appropriate settlement made as soon as practicable after such final determination, with final settlement to be made no later than sixty (60) days after the Closing Date. The items to be prorated in accordance with this Section 2.11 shall include, without limitation: (a) personal property, real estate, retail sales, occupancy and use Taxes, if any, on or with respect to the Business, the Acquired Assets and/or the Assumed Liabilities, except to the extent the date of the assessment of such Taxes falls before the Closing Date, in which case such Taxes shall be Excluded Liabilities; (b) lease payments under any Assumed Contract that is a Lease for the month in which the Closing occurs; and (c) insurance premiums of any policies acquired by the Buyer at the Closing; provided, notwithstanding the foregoing, Buyer shall not be required to remit any amount to Seller with respect to the lease set forth on Section 2.6(c). The Seller and the Buyer agree to furnish each other with such documents

and other records as each Party reasonably requests in order to confirm all adjustment and proration calculations made pursuant to this Section 2.11.

Section 2.12 Withholding. Buyer will be entitled to deduct and withhold from the consideration otherwise payable to the Seller pursuant to this Agreement such amounts as may be required to be deducted and withheld under the Code, under any Tax law or pursuant to any other applicable Law. To the extent that amounts are so deducted or withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Seller.

Section 2.13 Good Faith Deposit. Upon Buyer's execution of this Agreement, the Buyer shall remit an earnest-money deposit in the amount of ten percent (10%) of the Cash Purchase Price (i.e., $2,250,000) to a non-interest-bearing escrow account maintained by the Seller (the "Good Faith Deposit"), which Good Faith Deposit shall be applied against the Purchase Price at Closing. Within five (5) Business Days of any termination of this Agreement under Section 8.1, the Good Faith Deposit shall be returned to the Buyer unless this Agreement is validly terminated pursuant to the events set forth in (a) Section 8.1(a)(3), (b) Section 8.1(a)(5) (so long as conversion or dismissal does not prevent the Closing of the sale contemplated by this Agreement) or (c) Section 8.1(a)(6) if the reason the Closing did not occur by the End Date was a Buyer Termination Breach. If Buyer is not entitled to a return of the Good Faith Deposit, the Good Faith Deposit shall be forfeited to the Seller's estates in addition to any other remedies that may be available to Seller under Law.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER PARTIES.

(A) Other than the representations and warranties set forth in Sections 3.1(f), Section 3.2(c), Section 3.2(d) and Section 3.3(c), which are made solely by Solutions (the "Solutions Representations"), the Seller (and not Solutions) represents and warrants to the Buyer as of the date hereof and as of Closing and (B) Solutions represents and warrants to the Buyer the Solutions Representations as of the date hereof and as of the Closing:

Section 3.1 Organization; Good Standing.

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation or incorporation.

(b) Seller has all requisite limited liability company power and authority to own, lease and operate its assets and to carry on the Business as currently conducted.

(c) True and complete copies of the organizational documents of the Seller have been made available to the Buyer.

(d) The Seller is duly authorized to conduct its business and is in good standing as a foreign limited liability company in each jurisdiction where the ownership or operation of the Acquired Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not individually or in the aggregate, reasonably be expected to result in a material liability to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated

hereby. No other jurisdiction has demanded, requested or otherwise indicated that the Seller is required so to qualify on account of ownership or operation of the Acquired Assets or the conduct of the Business.

(e) Except as set forth on Section 3.1(e) of the Disclosure Schedule, the Seller (i) has no Subsidiaries and (ii) does not directly or indirectly control any Subsidiary or any other Person which is involved in or relates to the Business. Except as set forth on Section 3.1(e) of the Disclosure Schedule, all outstanding equity interests of each Subsidiary of the Seller are held of record by the Seller and beneficially owned by the Seller, all outstanding equity interests of each Subsidiary, if any, of the Seller have been duly authorized and are fully paid and non-assessable. There are no outstanding or authorized, and there is no obligation of any Subsidiary of the Seller to issue or grant, any options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, preemptive rights, redemption rights, repurchase rights, rights of first refusal or other rights, or Contracts that could require any Subsidiary of the Seller to issue, sell or otherwise cause to become outstanding or that otherwise relate to the equity interests of any Subsidiary of the Seller or to redeem or otherwise acquire any of its outstanding equity interests, or obligate any Subsidiary of the Seller to grant, extend or enter into any such agreements.

(f) Solutions is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation or incorporation and has all requisite limited liability company power and authority to own, lease and operate its assets and to carry on its business as currently conducted.

Section 3.2 Authorization of Transaction. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing:

(a) The Seller has all requisite limited liability company power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and all Related Agreements to which the Seller is a party have been duly authorized by the Seller, and no other limited liability company action on the part of the Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the transactions contemplated hereby or thereby; and

(b) This Agreement has been duly and validly executed and delivered by the Seller, and, upon execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which the Seller is a party will have been duly and validly executed and delivered by the Seller. Assuming that this Agreement constitutes a valid and legally binding obligation of the Buyer, this Agreement constitutes the valid and legally binding obligations of the Seller, enforceable against the Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming, to the extent that it is a party thereto, that each Related Agreement constitutes a valid and legally binding obligation of the Buyer, each Related Agreement to which the Seller is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of the Seller, as applicable, enforceable against the Seller in accordance

with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

(c) Solutions has all requisite limited liability company power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and all Related Agreements to which Solutions is a party have been duly authorized by Solutions, and no other limited liability company action on the part of Solutions is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the transactions contemplated hereby or thereby.

(d) This Agreement has been duly and validly executed and delivered by Solutions, and, upon execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which Solutions is a party will have been duly and validly executed and delivered by Solutions. Assuming that this Agreement constitutes a valid and legally binding obligation of the Buyer, this Agreement constitutes the valid and legally binding obligations of Solutions, enforceable against Solutions in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming, to the extent that it is a party thereto, that each Related Agreement constitutes a valid and legally binding obligation of the Buyer, each Related Agreement to which Solutions is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of Solutions, as applicable, enforceable against Solutions in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Consents and Approvals.

(a) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) conflict with or result in a breach of the certificate of incorporation, certificate of formation, limited liability company agreement, by-laws or other organizational documents of the Seller, (ii) violate or conflict with any Law or Decree to which the Seller is, or its respective assets or properties are, subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice or payment under, or result in the creation or imposition of any Liens upon any of the Acquired Assets under, any Contract or Lease to which the Seller is a party or by which it is bound or to which any of the Acquired Assets is subject, except as set forth on Section 3.3(a) of the Disclosure Schedule and, in the case of clause (ii) or (iii), for such violations, conflicts, breaches, defaults, accelerations, rights or failures to give notice, as would not, individually or in the aggregate, reasonably be expected to be material to the Seller Parties or the Business or prevent or materially delay the consummation of the transactions contemplated hereby.

(b) Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing and except as set forth on Section 3.3(b) of the Disclosure Schedule, no Consent, notice or filing is required to be obtained by the Seller from, or to be given by the Seller to, or made by the Seller with, any Governmental Entity in connection with the execution, delivery and performance by the Seller of this Agreement or any Related Agreement. Subject to the Sale Order having been entered and still being in effect (and not subject to any stay pending appeal at the time of Closing) and except as set forth on Section 3.3(b) of the Disclosure Schedule, no Consent, notice or filing is required to be obtained by the Seller from, or to be given by the Seller to, or made by the Seller with, any Person that is not a Governmental Entity in connection with the execution, delivery and performance by the Seller of this Agreement or any Related Agreement, and except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to be material to the Seller Parties or the Business or prevent or materially delay the consummation of the transactions contemplated hereby.

(c) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) conflict with or result in a breach of the certificate of incorporation, certificate of formation, limited liability company agreement, by-laws or other organizational documents of Solutions, (ii) violate or conflict with any Law or Decree to which Solutions is, or its respective assets or properties are, subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice or payment under, or result in the creation or imposition of any Liens upon any of the Acquired Assets under, any Contract or Lease to which Solutions is a party or by which it is bound or to which any of the Acquired Assets is subject, except in the case of clause (ii) or (iii), for such violations, conflicts, breaches, defaults, accelerations, rights or failures to give notice, as would not, individually or in the aggregate, reasonably be expected to be material to the Business or prevent or materially delay the consummation of the transactions contemplated hereby. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing no Consent, notice or filing is required to be obtained by Solutions from, or to be given by Solutions, or made by Solutions with, any Governmental Entity in connection with the execution, delivery and performance by Solutions of this Agreement or any Related Agreement.

Section 3.4 Capitalization. Section 3.4 of the Disclosure Schedule sets forth a true and complete list of each of the equityholders of the Seller and the Equity Interests held by each such equityholder.

Section 3.5 Acquired Assets.

(a) The Seller has good and valid title to, or, in the case of leased assets, has good and valid leasehold interests in, the Acquired Assets, and at the Closing will convey the Acquired Assets free and clear of all Liens (except for Permitted Liens).

(b) Except as set forth on Section 3.5(b) of the Disclosure Schedule, or otherwise addressed in the Transition Services Agreement, the Acquired Assets are all the assets, properties and rights used by the Seller in the operation of the Business and will be sufficient and suitable for the Buyer to operate the Business, consistent with past practice.

Section 3.6 Financial Statements. Attached as Schedule 3.6 is a true, correct and complete copy of the statement of income of the Seller as of and for the fiscal year ended December 31, 2024 (the "Financial Statements"). To the Knowledge of Seller, the Financial Statements are true, correct and complete and fairly present the results of operations of the Seller for such period in all material respects.

Section 3.7 Contracts.

(a) Section 3.7(a) of the Disclosure Schedule sets forth, to the Knowledge of the Seller Parties, a true, correct and complete list of all Material Contracts to which the Seller is a party or by which its assets or the Business is bound and copies of all such Contracts and all other material Contracts or instruments entered into or delivered in connection therewith, as amended through the date hereof, have been delivered to or made available to the Buyer. Section 3.7(a) of the Disclosure Schedule specifically identifies the following Contracts related to the Business to which the Seller is a party with respect to the Business or by which the Business is bound (each item disclosed or required to be disclosed on Section 3.7(a) of the Disclosure Schedule, a "Material Contract"):

(i) each Contract (excluding purchase orders) with any Material Supplier;

(ii) any Contract for the lease of personal property to or from any Person providing for lease payments in excess of $50,000 per annum;

(iii) any Contract for the purchase or sale of equipment, supplies, products, goods on order, Inventory (as defined in the UCC) or other personal property, the performance of which will extend over a period of more than six months after the Closing Date or involves consideration in excess of $50,000 per annum;

(iv) any Contract, excluding any employment Contract, for services, including services performed by any Service Provider involving consideration in excess of 50,000 per annum;

(v) any employment Contract providing for services performed by any Service Provider involving consideration in excess of $50,000 per annum;

(vi) any Contract that is a collective bargaining agreement;

(vii) each Contract (i) by which any Intellectual Property is licensed from any Person (other than licenses for commercially available, non-customized off-the-shelf software licensed through click-wrap software), (ii) pursuant to which the Seller grants any right or license to Owned Intellectual Property to any Person, or

(iii) that contains any covenant not to sue or assert with respect to any Owned Intellectual Property;

(viii) any Contract that restricts, limits or prohibits the Seller from freely engaging in any material business (other than pursuant to any radius restriction contained in any lease, reciprocal easement or development, construction, operating or similar agreement);

(ix) any Contract relating to Indebtedness;

(x) any Contract (including the Leases) that involves the lease of real property or that obligates the Seller to purchase real property;

(xi) any Contract granting to any Person an option or a first refusal, first-offer, or similar preferential right to purchase or acquire any of the Acquired Assets;

(xii) any material settlement agreement with ongoing obligations of the Seller or the Business;

(xiii) each Contract with a Governmental Entity;

(xiv) any Contract that creates or governs a partnership, joint venture, strategic alliance or similar arrangement; and

(xv) any Contract with any Related Party.

(b) Each Material Contract is legal, valid, binding, enforceable and in full force and effect. Except as set forth on Section 3.7(b) of the Disclosure Schedule or on Section 2.6 of the Disclosure Schedule as a Cure Amount, (i) the Seller is not, nor to the Seller's Knowledge, any other party thereto, in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract and (ii) the Seller has performed all obligations under such Material Contract required to be performed by the Seller in all material respects.

Section 3.8 Legal Compliance.

(a) The Seller is in compliance with all Laws and Decrees applicable to the Business or the Acquired Assets in all material respects. In the past twelve (12) months, the Seller has not received any written notice relating to material violations or alleged material violations or material defaults under any Law, Decree or any Permit, in each case, with respect to the Business or the Acquired Assets.

(b) To the Knowledge of the Seller Parties, neither the Seller nor any of its officers, managers, members, directors, agents, employees or any other Persons acting on their behalf has (i) made any illegal payment, including to any officer or employee of any Governmental Entity or any employee, customer or supplier of the Seller, or (ii) accepted or received any unlawful contributions, payments, expenditures or gifts; and no Litigation has been filed, commenced or, to the Knowledge of the Seller Parties, threatened in writing

or anticipated alleging any such payments. To the Knowledge of the Seller Parties, neither the Seller nor any of its officers, managers, members, directors, agents, employees or any other Persons acting on their behalf has taken any action that would result in a violation by the Seller of anti-corruption Law, or the rules and regulations issued thereunder or any other anti-bribery or anti-corruption Laws that are applicable to the Seller.

Section 3.9 Litigation. Except as set forth on Section 3.9 of the Disclosure Schedule, there is no Litigation pending or, to the Knowledge of the Seller Parties, threatened, before any Governmental Entity brought by or against the Seller, whether on an individual or a class-action basis, and including any investigations by any attorney general or similar office on behalf of any Governmental Entity, that, if adversely determined, would not, individually or in the aggregate, reasonably be expected to be material to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby. There is no outstanding Decree to which the Business or the Seller is subject.

Section 3.10 Environmental, Health and Safety Matters.

(a) Except for matters that relate solely to an Excluded Liability or as would not, individually or in the aggregate, reasonably be expected to result in a material liability to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby:

(i) except as set forth on Section 3.10(a)(i) of the Disclosure Schedule, to the Knowledge of the Seller, the Seller is, and for the past twelve (12) months, has been, in compliance with all applicable Environmental Laws applicable to the Business, the Leased Real Property, or the Acquired Assets (which compliance includes the possession by the Seller of all necessary Environmental Permits in connection with the conduct of the Business, and compliance with the terms and conditions thereof);

(ii) except as set forth on Section 3.10(a)(ii)-1 of the Disclosure Schedule, to the Knowledge of the Seller, the Seller has not received from any Person any written notice, request for information, or report regarding any actual or alleged violation of, or any actual or alleged Liabilities of the Seller, respecting Environmental Laws or Environmental Permits affecting the Business, the Leased Real Property or any Acquired Assets that has not been resolved. Except as set forth on Section 3.10(a)(ii)-2 of the Disclosure Schedule, to the Knowledge of the Seller Parties, there are no Decrees outstanding, or any Environmental Claims pending or threatened, in connection with the operation of the Business or the Leased Real Property or otherwise with respect to the ownership or use of the Acquired Assets; and

(iii) except as disclosed on Section 3.10(a)(iii) of the Disclosure Schedule, to the Knowledge of the Seller, with respect to the Leased Real Property and the Acquired Assets, or otherwise in connection with the Business: (A) no Release by the Seller or by any other Person, of Hazardous Materials has occurred on, into, to or from any such property in such a manner as to give rise to any

Liabilities under Environmental Laws or Environmental Permits; and (B) no Hazardous Materials are present or alleged to be present at any such property that are in violation of Environmental Laws or Environmental Permits, or which have given rise, or which could reasonably be expected to give rise, to any Liabilities or Remedial Action under Environmental Laws or Environmental Permits.

(b) To the Knowledge of the Seller, the Seller has not disposed of, transported, arranged for transport, or otherwise sent any Hazardous Materials used in, made by, or generated by the conduct of the Business to any site or location where, to the Knowledge of the Seller Parties, a Release of Hazardous Materials has occurred that requires, or would reasonably be expected to require Remedial Action under applicable Environmental Laws, or that otherwise would reasonably be expected to result in Liabilities.

(c) To the Knowledge of the Seller Parties, neither the execution of this Agreement nor consummation of the transactions contemplated by this Agreement will require the undertaking of any Remedial Action pursuant to Environmental Laws.

Section 3.11 Employees and Employment Matters.

(a) The Seller is not a party to or bound by any collective bargaining agreement covering the Transferred Employees, nor has any of them experienced since January 1, 2024 any, nor, to the Knowledge of the Seller Parties, is there any threatened, strike, walkout, work stoppage or other material collective bargaining dispute with respect to the Business since January 1, 2024. The Seller has not committed any material unfair labor practice since January 1, 2024. Since January 1, 2024, the Seller has not implemented any plant closing or layoff of the Transferred Employees in violation of the United States Worker Adjustment and Retraining Notification Act, or any similar applicable Law (collectively, the "WARN Act"). Except as set forth on Section 3.11(a) of the Disclosure Schedule, the Seller is not a party to any pending, or, to the Knowledge of the Seller Parties, threatened employment-related matters, and is in material compliance with all employment Laws.

(b) Except as set forth on Section 3.11(b) of the Disclosure Schedule, there are no written employment contracts or severance agreements with any Transferred Employees.

Section 3.12 Employee Benefit Plans.

(a) Section 3.12 of the Disclosure Schedule lists each Employee Benefit Plan that the Seller maintains with respect to the Transferred Employees. With respect to each such Employee Benefit Plan:

(i) such plan, if intended to meet the requirements of a "qualified plan" under Section 401(a) of the IRC, is and has at all times since its adopted been so qualified and has received a favorable determination letter from the United States Internal Revenue Service or may rely on a favorable opinion letter issued by the Unites States Internal Revenue Service; and

(ii) The Seller has made available to the Buyer summaries of all such Employee Benefit Plans.

(b) Each Employee Benefit Plan has been established, funded, maintained and administered, in each case, in all material respects, in accordance with its terms and all applicable Laws. There is no material pending or, to the Knowledge of the Seller Parties, threatened, Litigation relating to the Employee Benefit Plans. The Seller does not maintain, sponsor or contribute to, has not maintained, sponsored, contributed or been required to contribute to, and does not in any way have any liability, directly or indirectly, with respect to (i) any plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the IRC, (ii) any "multiemployer plan" (as defined in Section 3(37) of ERISA), (iii) any "multiple employer plan" (as defined in Section 413(c) of the IRC), or (iv) any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA).

Section 3.13 Real Property. The Seller does not own, nor has it ever owned, any real property. Section 3.13(a) of the Disclosure Schedule sets forth the address of each Leased Real Property, and a true and complete list of all Leases for such Leased Real Property. The Seller has made available to the Buyer true and complete copies of such Leases. With respect to each of the Leases:

(a) such Lease is legal, valid, binding, enforceable and in full force and effect against the Seller subject to proper authorization and execution of such Lease by the other party thereto and the application of any bankruptcy or other creditor's rights Laws and the Seller has good and marketable title to the leasehold interest therein, free and clear of all Liens (other than Permitted Liens);

(b) other than as set forth on Section 3.13(b) of the Disclosure Schedule, except as to the pendency of Seller's Chapter 11 Case, the Seller is not in breach or default under such Lease; and

(c) The Leased Real Property being used in the operation of the Business as currently conducted and is suitable for same, and no other real property is being used or is otherwise reasonably required to operate the Business as currently conducted or is anticipated to be operated pursuant to the terms hereof after the Closing Date.

Section 3.14 Permits. Section 3.14 of the Disclosure Schedule contains a list of all material Permits (other than building/construction permits pulled by the Seller with respect to individual jobs) that the Seller holds in connection with the operations of the Business and whether such Permits are Assumable Permits. There is no Litigation pending, nor to the Knowledge of the Seller Parties, threatened in writing, that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Permits, other than any such Litigation that would not reasonably be expected to be, individually or in the aggregate, material to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby.

Section 3.15 Data Security and Privacy.

(a) To the Knowledge of the Seller, the Seller complies in all material respects with all Data Protection Requirements and neither the execution, delivery or performance of this Agreement will result in any violation of any Data Protection Requirement.

(b) Since January 1, 2024, the Seller has not suffered any systems failure, security breach, data loss or theft, unauthorized access to, use or disclosure of, or other adverse events or security incidents with respect to any Personal Data, in each case which would require notification of any Person pursuant to any Data Protection Requirement (collectively, a "Security Breach"). The Seller has not notified or been required subject to any Data Protection Requirement to notify any Person of any Security Breach.

(c) Since January 1, 2024, the Seller has not received any subpoenas, demands, or other notices from any Governmental Entity investigating, inquiring into, or otherwise relating to any actual or potential violation of any Data Protection Law. Since January 1, 2024, no notice, complaint, claim, inquiry, audit, enforcement action, proceeding, or litigation of any kind has been served on, or initiated against the Seller or any of its officers, directors, or employees (in their capacity as such) by any private party or Governmental Entity, foreign or domestic, under any Data Protection Requirement.

Section 3.16 Insurance. Section 3.16 of the Disclosure Schedule contains a list of all insurance policies, including primary, excess and umbrella bond and other forms of material insurance owned or held by or on behalf, or providing insurance coverage to the Business, the Seller and its operations, properties and assets (collectively, the "Insurance Policies"), excluding director and officer, fiduciary or executive liability policies. The term "Insurance Policies" does not include policies of insurance that fund or relate to any Employee Benefit Plan. All of the Insurance Policies are in full force and effect and no written notice of cancellation or termination has been received by the Seller with respect to any of the Insurance Policies. There is no claim by the Seller or any other Person pending under any Insurance Policies as to which coverage has been denied or disputed.

Section 3.17 Absence of Changes. Except as set forth on Section 3.17 of the Disclosure Schedule, except with respect to the Seller's Chapter 11 Case, since January 1, 2024, (a) the Business has been conducted only in the Ordinary Course of Business, and (b) there is no state of facts, change, event, effect, development, condition, circumstance or occurrence that has occurred or, to the Knowledge of the Seller Parties, been threatened that (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences) has had or is reasonably likely to have, a Material Adverse Effect.

Section 3.18 Intellectual Property.

(a) Section 3.18 of the Disclosure Schedule sets forth a true, accurate and complete list of the following Owned Intellectual Property: (i) patents and patent applications, (ii) Registered Marks and Mark applications, (iii) registered copyrights, (iv) Internet domain names, (v) social media accounts, (vi) material unregistered Marks and (vii) material Proprietary Software, in (items (i)-(v), the "Business Intellectual Property Registrations"). The Business Intellectual Property Registrations are subsisting, unexpired, valid and enforceable. The Seller has taken all reasonably necessary actions,

including making all necessary filings and paying all necessary fees, to maintain and protect the Business Intellectual Property Registrations.

(b) The Seller exclusively own all right, title and interest in and to its respective Owned Intellectual Property, and has a valid right to use all other Intellectual Property used, held for use or necessary to the operation of the Business (together with the Owned Intellectual Property, the "Business Intellectual Property"), in each case, free and clear of all Liens other than Permitted Liens. To the Knowledge of the Seller, the conduct of the Business, as previously conducted and as currently conducted, does not infringe, misappropriate, violate or dilute, and has not infringed, misappropriated, violated, or diluted the Intellectual Property of any other Person. To the Knowledge of the Seller Parties, no other Person is currently infringing, misappropriating, violating or diluting any Owned Intellectual Property.

(c) The Owned Intellectual Property, together with all Intellectual Property used under a license (in each case, included in the Acquired Assets), or licensed under this Agreement, is sufficient for the operation of the Business as currently conducted. The Seller is in material compliance with all contractual obligations relating to the protection of such of the Intellectual Property it uses pursuant to license or other agreement. The consummation of the transactions contemplated by this Agreement will not alter or impair any rights of the Seller in or to any Business Intellectual Property.

(d) Neither the Seller nor the Business use, license from or to, or otherwise make available to, any Person any Proprietary Software.

(e) To the Knowledge of the Seller Parties, the Seller takes commercially reasonable actions to protect the integrity and security of the computers, software, hardware, middleware, servers, networks, interfaces, information technology, routers, and related systems owned, licensed, leased or used by the Seller (the "IT Assets") and the information stored therein from unauthorized use, access or modification by third parties, and there has been no such unauthorized use, access or modification. The IT Assets are sufficient for the operation of the Seller's businesses, including the Business, as currently conducted and operate in accordance with their respective documentation in all material respects. The Seller has sufficient seat licenses for the IT Assets used in the operation of the Business.

Section 3.19 Taxes.

(a) The Seller has complied with all laws relating to Taxes in all material respects. The Seller has duly and timely filed all income and other material Tax Returns required to be filed by it with respect to the Business, Acquired Assets or Transferred Employees and all such Tax Returns were true, correct and complete in all respects. All Taxes due and owing by the Seller or for which the Seller may be liable (whether or not shown as due on any Tax Return and including Taxes withheld or required to have been withheld by the Seller), and all Taxes with respect to the Business, Acquired Assets or Transferred Employees, have been timely paid in full. There are no Liens for Taxes (other than Permitted Liens) on any of the Acquired Assets. There are no Tax audits, claims,

deficiencies, assessments or other actions in process or pending with respect to the Business, Acquired Assets or Transferred Employees.

(b) The Seller has not (i) received from any Governmental Entity any Tax ruling, administrative relief, technical advice or change of method of accounting relating to or affecting the Business, Acquired Assets or Transferred Employees or made any request therefor that is still pending or (ii) executed or entered into a closing agreement relating to or affecting the Business, Acquired Assets or Transferred Employees pursuant to Section 7121 of the IRC or any predecessor provision thereof or any similar provision of any Law. The Seller has not received a written claim from a Governmental Entity in a jurisdiction in which it does not file a Tax Return that it may be subject to taxation by (or required to file a Tax Return in) that jurisdiction that has not yet been settled or otherwise resolved. The Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency, which waiver or extension is currently effective, nor has the Seller made any request in writing for any such extension or waiver that is currently outstanding.

(c) The Seller has materially complied with all escheat and unclaimed property Laws with respect to the Acquired Assets and the Business.

Section 3.20 Certain Business Relationships. Neither the Seller nor any of its Related Parties: (a) owes any amount to the Business and the Business does not owe any amount to any Related Party other than compensation for services, (b) is involved in any business arrangement or other relationship with the Business (whether written or oral), (c) owns any property or right, tangible or intangible, that is used by the Business, (d) has any claim or cause of action against the Business or (e) owns any direct or indirect interest of any kind in, or controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from, or has the right to participate in the profits of, any Person which is a competitor, supplier, customer, landlord, tenant, creditor or debtor of the Business.

Section 3.21 Suppliers. Section 3.21 of the Disclosure Schedule sets forth the names of the 10 largest (based upon payments made by the Seller) suppliers, vendors or other providers of goods or services (the "Material Suppliers") to the Seller that received payments from the Seller during the 12-month period ending December 31, 2024.

Section 3.22 Restrictions on Business Activities. There is no Contract, Decree or other instrument binding upon the Seller that restricts or prohibits the Seller from competing with any other Person, from engaging in any business or from conducting activities in any geographic area, or that otherwise restricts or prohibits the conduct of the Business.

Section 3.23 Warranty Claims. In the past twelve (12) months, except as set forth on Section 3.23 of the Disclosure Schedule or the Ordinary Course of Business, to the Knowledge of Seller, there have been no claims against the Seller or any Affiliate thereof alleging any material deficiencies in the Seller's services, or alleging any failure of the services of the Seller to meet in any material respects applicable specifications, warranties or contractual commitments. Section 3.23 of the Disclosure Schedule sets forth the terms of the Seller's standard warranty, if any,

offered with respect to the Seller's provision of services, including with respect to any maintenance or installation services.

Section 3.24 Inventory. All Inventory of the Seller and the Business is, in all material respects, suitable for the uses for which such inventory is intended, consists solely of Inventory of the kind and quality regularly purchased, produced, used and sold in the Ordinary Course of Business and consists of a quality and quantity usable and salable in the Ordinary Course of Business, except for obsolete, damaged, defective or slow-moving items.

Section 3.25 No Other Representations or Warranties. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), neither the Seller nor any other Person makes (and the Buyer is not relying upon) any other express or implied representation or warranty with respect to the Seller, the Business, the Acquired Assets (including the value, condition or use of any Acquired Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and the Seller disclaims any other representations or warranties, whether made by the Seller, the Seller, any Affiliate of the Seller or any of their respective officers, directors, employees, agents or Representatives. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), the Seller (i) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Acquired Assets (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose, or of the probable success or profitability of the ownership, use or operation of the Business or the Acquired Assets by the Buyer after the Closing), and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyer or its Affiliates or Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyer by any director, officer, employee, agent, consultant or Representative of the Seller). Notwithstanding anything to the contrary, nothing in this Section 3.25 shall be deemed to constitute a waiver by the Buyer in the case of fraud.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller Parties as of the date hereof and as of the Closing as follows:

Section 4.1 Organization of the Buyer. The Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

Section 4.2 Authorization of Transaction.

(a) The Buyer has full power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder.

(b) The execution, delivery and performance of this Agreement and all other Related Agreements to which the Buyer is a party have been duly authorized by the Buyer, and no other limited liability company action on the part of the Buyer is necessary to authorize this Agreement or the Related Agreements to which it is a party or consummate the transactions contemplated hereby or thereby.

(c) This Agreement has been duly and validly executed and delivered by the Buyer, and, upon execution and delivery or the Related Agreements in accordance with the terms of this Agreement, each of the Related Agreements to which the Buyer is a party will have been duly and validly executed and delivered by the Buyer. Assuming that this Agreement constitutes a valid and legally binding obligation of the Seller Parties, this Agreement constitutes a valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming that each Related Agreement constitutes a valid and legally binding obligation of the Seller Parties, each Related Agreement to which the Buyer is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with the respective terms and conditions or the Related Agreements, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 4.3 **Noncontravention**. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will (i) conflict with or result in a breach of the certificate of formation, or limited liability company agreement, or other organizational documents of the Buyer, (ii) subject to any consents required to be obtained from any Governmental Entity, violate any Law to which the Buyer is, or its assets or properties are subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract to which the Buyer is a party or by which it is bound, except, in the case of either clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements. The Buyer is not required to give any notice to, make any filing with or obtain any authorization, consent or approval of any Governmental Entity in order for the Parties to consummate the transactions contemplated by this Agreement or any of the Related Agreement, and except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements.

Section 4.4 **Litigation**. As of the date hereof, (i) the Buyer is not subject to any outstanding Decree and (ii) the Buyer is not a party or, to the Knowledge of the Buyer, received any credible, written threat that it will be made a party to any Litigation, in either case, which would be reasonably likely to materially prevent, restrict or delay the consummation of the transactions contemplated hereby or by any Related Agreement.

Section 4.5 Brokers' Fees. Neither the Buyer nor any of its Affiliates has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which the Seller could become liable or obligated to pay.

Section 4.6 Financial Capacity. The Buyer (a) has the resources (including sufficient funds available to pay the Purchase Price and any other expenses and payments incurred by the Buyer in connection with the transactions contemplated by this Agreement) and capabilities (financial or otherwise) to perform its obligations hereunder, and (b) has not incurred any obligation, commitment, restriction or Liability of any kind, that would reasonably be expected to impair or adversely affect such resources and capabilities.

Section 4.7 Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, the Buyer acknowledges and agrees that the Seller Parties are not making any representations or warranties whatsoever, express or implied, beyond those expressly set forth in Article III (as amended, supplemented and modified by the Disclosure Schedule), and the Buyer acknowledges and agrees that, except for the representations and warranties contained therein, the Acquired Assets and the Business are being transferred on a "where is" and, as to condition, "as is" basis. Any claims the Buyer or any of its Affiliates may have for breach of representation or warranty shall be based solely on the representations and warranties set forth in Article III (as amended, supplemented and modified by the Disclosure Schedule). The Buyer further represents that no Seller Party nor any other Person has made, and the Buyer is not relying upon, any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in Article III, and no Seller Party or any other Person will have or be subject to any liability to the Buyer or any other Person resulting from the distribution to the Buyer or any of its Representatives or the Buyer's use of any such information. The Buyer represents that it is a sophisticated entity that was advised by knowledgeable counsel and financial and other advisors and hereby acknowledges that it has conducted, to its satisfaction, its own independent investigation and analysis of the Business (including its financial condition), the Acquired Assets and the Assumed Liabilities and, in making the determination to proceed with the transactions contemplated by this Agreement, the Buyer has relied solely on the results of its own independent investigation and the express representations and warranties set forth in Article III. Notwithstanding anything to the contrary, nothing in this Section 4.7 shall be deemed to constitute a waiver by the Buyer of gross negligence, bad faith, fraud or willful misconduct on the part of any Seller or any Seller's Affiliates, Related Parties or Representatives.

Section 4.8 Adequate Assurances Regarding Executory Contracts. The Buyer as of the Closing will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

Section 4.9 Good Faith Purchaser. The Buyer is a "good faith" purchaser, as such term is used in the Bankruptcy Code and court decisions thereunder. The Buyer is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Acquired Assets. The Buyer has negotiated and entered into this Agreement in good faith and without collusion or fraud of any kind.

ARTICLE V
PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII (except as otherwise expressly stated to apply to a different period):

Section 5.1 Certain Efforts; Cooperation. Subject to the Seller Parties' rights in connection with pursuing an Alternative Transaction pursuant to, and in accordance with, the Bidding Procedures Order, each of the Parties shall use commercially reasonable best efforts to obtain entry of the Bidding Procedures Order and Sale Order and to make effective the transactions contemplated by this Agreement on or prior to the End Date, except as otherwise provided in Section 5.2 or as otherwise expressly provided in this Agreement. Without limiting the generality of the foregoing, each of the Parties shall use commercially reasonable best efforts not to take any action, or permit any of its Subsidiaries to take any action, to materially diminish the ability of any other Party to consummate, or materially delay any other Party's ability to consummate, the transactions contemplated hereby, including taking any action that is intended or would reasonably be expected to result in any of the conditions to any other Party's obligations to consummate the transactions contemplated hereby set forth in Article VII to not be satisfied.

Section 5.2 Notices and Consents. To the extent required by the Bankruptcy Code or the Bankruptcy Court, the Seller shall give any notices to third parties, and the Seller shall use commercially reasonable best efforts to obtain any third-party consents or sublicenses, in connection with the matters referred to in Section 5.2 of the Disclosure Schedule.

Section 5.3 Bankruptcy Actions.

(a) The Seller shall use commercially reasonable best efforts to cause each of Bidding Procedures Order and Sale Order to be issued, entered and become a Final Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court.

(b) The Seller shall provide appropriate notice of the hearings on the Bidding Procedures and Sale Motion, as is required by the Bankruptcy Code and the Bankruptcy Rules to all Persons entitled to notice, including all Persons that have asserted Liens in the Acquired Assets, all parties to Contracts and Leases and all Taxing and environmental authorities in jurisdictions applicable to any Seller. The Seller shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court.

(c) Following entry of the Bidding Procedures Order, the Seller shall serve a cure notice (the "Cure Notice") by all non-debtor counterparties to all Contracts and Leases pursuant to the procedures approved in the Bidding Procedures Order and provide a copy of the same to the Buyer. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Buyer as either assumed or rejected, and the timing and procedures relating to such designation, and, to the extent applicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the Seller's good-faith estimates of the Cure Amounts required in connection with such

Contract or Lease, (iv) the identity of the Buyer, and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure, and the procedures relating thereto.

(d) Without limiting their other obligations under this Agreement, the Seller Parties shall promptly take such actions as are reasonably requested by the Buyer to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(e) Without limiting its other obligations under this Agreement, the Buyer shall promptly take such actions as are reasonably requested by the Seller Parties to assist in obtaining entry of the Sale Order, including a finding of adequate assurance of future performance by the Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(f) If an appeal is taken, or petition for certiorari or motion for rehearing or re-argument filed, or a stay pending appeal is requested from either the Bidding Procedures Order or the Sale Order, the Seller Parties will notify the Buyer of such appeal, petition, motion or stay request and the Seller Parties, with input from the Buyer, will take all reasonable steps to defend against such appeal, petition, motion or stay request.

Section 5.4 Conduct of Business. The Seller agrees that, during the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, except as may be (i) required by the Bankruptcy Court, the Bankruptcy Code, or applicable Law, or (ii) agreed to in writing by the Buyer, the Seller shall, in the context of Seller's Chapter 11 Case: (a) operate the Business in the Ordinary Course of Business and in accordance with applicable Laws, and use commercially reasonable efforts to (A) preserve and maintain the present business operations, organization and goodwill of the Seller and the Business, (B) preserve the present relationships with customers and suppliers of the Seller, (C) maintain levels of insurance and performing maintenance and repairs, in each case, are required to comply with applicable Law, and (D) comply in all material respects with applicable Laws; and (b) maintain in effect all material Permits. Without limiting the generality of the foregoing, from the date hereof until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, except (1) as expressly required by this Agreement, (2) as set forth on Section 5.4 of the Disclosure Schedule, or (3) with Buyer's prior written consent, the Seller shall not:

(a) amend its articles of incorporation, bylaws or other similar organizational documents (whether by merger, consolidation or otherwise);

(b) (i) authorize, sell or issue any of its Equity Interests, (ii) purchase, redeem or otherwise acquire or retire for value any of its Equity Interests or engage in any recapitalization, issuance or other transaction involving its Equity Interests, (iii) split, combine or reclassify their shares of capital stock, membership interests or other Equity Interests, or (iv) declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect thereof;

(c) change its methods of accounting, except as required by concurrent changes in GAAP or any other action that would have the effect of materially increasing the Tax liability related to the Business or any of the Acquired Assets for any Tax period (or portion thereof) beginning after the Closing Date;

(d) waive or release any material right or claim of the Business (other than any right or claim to the extent relating to any Excluded Assets or Excluded Liabilities), other than in the Ordinary Course of Business or as otherwise provided in the DIP Documents and any order approving the DIP Documents;

(e) (i) incur or suffer to exist any Indebtedness except any such Indebtedness that is an Excluded Liability, (ii) make any loans, advances or capital contributions to, or material investments in, any other Person, other than in the Ordinary Course of Business or (iii) impose any Lien upon the Acquired Assets or the Business, tangible or intangible, other than Permitted Liens; provided, further, that in each case, except as provided in the DIP Documents and any order approving the DIP Documents;

(f) acquire, by merger or consolidation with, or by purchase of all or a substantial portion of the assets or stock of, or by any other manner, any business or entity, make any investment in any Person or enter into any joint venture, partnership or other similar arrangement for the conduct of the Business;

(g) form any Subsidiary or enter into any partnership, joint venture or similar relationship in which an Equity Interest of another Person is acquired;

(h) other than in the Ordinary Course of Business or as contemplated in Section 5.10, (i) sell, transfer, lease or otherwise dispose of, or agree to sell, transfer, lease or otherwise dispose of, any material assets or properties, or (ii) lease, license or otherwise acquire, or agree to lease, license or otherwise acquire, any material assets or properties;

(i) (i) amend, terminate, renew, cancel, exercise or expressly decline any material option, or request or grant any material waiver under any Lease, or (ii) enter into any agreement or commitment for the purchase, acquisition, sale, lease, sublease, license, or occupancy of any real property.

(j) make or agree to make any capital expenditures or commitments therefor such that the aggregate outstanding amount of unpaid obligations and commitments with respect thereto shall comprise in excess of $300,000 on the date hereof;

(k) except as in accordance with Section 2.6 or Section 5.10, amend in a manner adverse to the Business or cancel or terminate any Material Contracts;

(l) (i) divest, sell, license, sublicense, transfer, abandon, permit to lapse, permit to enter the public domain, pledge, grant, encumber or otherwise dispose of, any Owned Intellectual Property, other than non-exclusive licenses to customers granted in the Ordinary Course of Business; or (ii) disclose any Trade Secrets to any Person, without entering into an agreement in usual and customary form and substance with such Person protecting the confidentiality of such Trade Secrets;

(m) establish, adopt or materially amend any collective bargaining agreement or similar agreement with any labor union, works council or other labor organization;

(n) other than as required by an Employee Benefit Plan, (A) (i) with respect to any employee or other individual service provider of the Seller whose total compensation in 2024 was $75,000 or greater, increase the compensation or benefits of any such employee and (ii) with respect to any employee or other individual service provider of the Seller whose total compensation in 2024 was less than $75,000, increase the compensation or benefits of any such employee by more than 3% provided that any such increases must be part of compensation reviews and merit increase in the Ordinary Course of Business, (B) accelerate the vesting or payment of any compensation or benefits of any employee or other individual service provider of the Seller, (C) enter into, amend or terminate any Employee Benefit Plan (or any plan, program, agreement or arrangement that would be an Employee Benefit Plan if in effect on the date hereof) or grant, amend or terminate any awards thereunder, (D) with respect to any employee or other individual service provider of the Seller whose total compensation in 2024 was $75,000 or greater, terminate without "cause" and will consult with Buyer prior to hiring or engaging an new employee or other individual service provider of the Seller whose total annual compensation would be $75,000 or greater, (E) make any loan to any present or former employee or other individual service provider of the Seller (other than in the Ordinary Course of Business), or (F) enter, amend or terminate into any collective bargaining agreement or other agreement with a labor union or labor organization; make or grant any material increase in, amend or terminate, or adopt any new Employee Benefit Plan;

(o) implement or announce any employee layoffs, furloughs, reductions in force, reductions in compensation, hour or benefits, work schedule changes or similar actions that could implicate the WARN Act or any similar state or local Laws;

(p) enter into any transactions with any Related Party that adversely impacts or would reasonably be expected to adversely impact the Acquired Assets or Assumed Liabilities in any material respect;

(q) enter into any new line of business material to the Seller;

(r) commence or settle any Litigation that adversely impacts or would reasonably be expected to adversely impact the Acquired Assets or the Assumed Liabilities; or

(s) enter into any Contract to take any of the foregoing actions.

Section 5.5 Notice of Developments. During the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, the Seller shall promptly disclose to the Buyer, on the one hand, and the Buyer shall promptly disclose to the Seller, on the other hand, in writing after attaining Knowledge of (i) the occurrence or non-occurrence of any event or the existence of any fact or condition that would cause or constitute a breach of any of its representations or warranties had any such representation or warranty been made as of the time of such Party's discovery of such

event, fact or condition and (ii) any material failure on its part to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.5 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement.

Section 5.6 Access. During the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, upon reasonable advance written request by the Buyer, the Seller shall provide the Buyer and its Representatives to have reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of the Seller, to all premises, properties, personnel, Records, Contracts and Leases related to the Seller, in each case, for the sole purposes of evaluating the Business and to enable Buyer to reasonably proceed with its preparations to transition certain services provided by Solutions to Seller and other integration efforts as set forth in Exhibit A of the Transition Services Agreement; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege with respect thereto or take any action in violation of applicable Law provided, that if the Seller withholds any information pursuant to the foregoing exceptions, it will notify the Buyer and describe the information being so withheld in a way that would not violate the applicable obligation or risk waiver of such privilege and use reasonable efforts to provide alternative means of disclosing such information including, if requested, extracts or summaries of such information.

Section 5.7 Bulk Transfer Laws. The Seller shall ensure that the Sale Order shall provide either that (a) the Seller has complied with any applicable bulk sale or bulk transfer Laws of any jurisdiction in connection with the transactions contemplated by this Agreement or (b) compliance with such Laws described in clause (a) is not necessary or appropriate under the circumstances. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Liens other than Permitted Liens in the Acquired Assets to the maximum extent permitted by Law, including any Liens arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

Section 5.8 Post-Closing Operation of the Seller; License. The Seller hereby acknowledges and agrees that following the Closing, the Buyer and its Affiliates shall have the sole right to the use of the names, logos and Marks included in the Owned Intellectual Property, including those set forth on Exhibit F or similar or other relevant names or any Marks containing or comprising the foregoing, including any name or Mark confusingly similar thereto (collectively, the "Assumed Trade Names"). After the Closing, none of the Seller nor any of their respective Affiliates shall use the Assumed Trade Names. Promptly following the Closing (but no later than ninety (90) days after the Closing), the Seller and their respective Affiliates shall (a) promptly file with the applicable Governmental Entities all documents necessary to delete from their names the Assumed Trade Names and shall do or cause to be done all other acts, including the payment of any fees required in connection therewith, to cause such documents to become effective as promptly as reasonably practicable, (b) remove, destroy or irrevocably strike over the labeling, stationery, forms, supplies, displays, advertising and promotional materials, manuals, and other materials existing as of the Closing that bear any such Assumed Trade Names, and (c) remove all such Assumed Trade Names from all assets, websites, email and other online materials and from

all signage and other displays. None of the Seller or any of their respective Affiliates shall seek to register in any jurisdiction any trade, corporate or business name, trademark or other name or source identifier that is a derivation, translation, adaptation, combination or variation of, or confusingly similar to, any such Assumed Trade Names. Notwithstanding the foregoing, the Seller shall retain the right to use such Assumed Trade Names solely as required in connection with the completion of the Seller's Chapter 11 Case.

Section 5.9 Transfer of Permits. From and after the date hereof, and for up to ninety (90) days after the Closing Date (subject to the prior entry by the Bankruptcy Court of an order confirming a Chapter 11 plan or dismissing the Seller's Chapter 11 Case) and, subject to the Seller having appropriate levels of resources and personnel after the Closing Date, the Seller, shall reasonably cooperate to transfer to Buyer as of the Closing Date (or as soon as reasonably practicable thereafter) all Permits included in the Acquired Assets; provided, that Buyer shall compensate the Seller for any reasonable and reasonably documented out-of-pocket, non-fixed costs incurred after the Closing with respect to the foregoing.

Section 5.10 Bankruptcy Court Approval. The Buyer and the Seller acknowledge that, under the Bankruptcy Code, the sale of Acquired Assets is subject to approval of the Bankruptcy Court. The Buyer and the Seller acknowledge that to obtain such approval, the Seller must demonstrate that it has taken reasonable steps to obtain the highest or best value possible for the Acquired Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Acquired Assets to prospective bidders, entertaining higher or better offers from qualified bidders and, if necessary, conducting an Auction and selling the Acquired Assets to another qualified bidder.

Section 5.11 Vehicle Lease. During the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, Buyer shall use commercially reasonable efforts to enter into a new lease for the vehicles listed on Schedule 5.11.

ARTICLE VI
OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

Section 6.1 Cooperation. Each of the Parties shall cooperate with each other, and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Acquired Assets and Assumed Liabilities from the Seller to the Buyer and to minimize the disruption to the Business resulting from the transactions contemplated hereby. The Seller shall reasonably (i) provide any information necessary or reasonably requested to allow the Buyer to comply with any information reporting or withholding requirements contained in the IRC or other applicable Laws or to compute the amount of payroll or other employment Taxes due with respect to any payment made in connection with

this Agreement; and (ii) provide certificates or forms, and timely execute any Tax Return, that are necessary or appropriate to establish an exemption for (or reduction in) any Transfer Tax.

Section 6.2 Further Assurances. In case at any time from and after the Closing Date any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Sale Order, at any Party's request and sole cost and expense, each Party shall take such further action (including the execution and delivery to any other Party of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption or confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to the Buyer all of the Acquired Assets, to confirm the Buyer's assumption of the Assumed Liabilities and to confirm Seller's retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 6.2, to the extent that either the Buyer or the Seller discover any additional assets or properties (or the Buyer holds, directly or indirectly, any Excluded Assets or the Seller holds, directly or indirectly, any Acquired Assets), which should have been transferred or assigned to the Buyer as Acquired Assets but were not so transferred or assigned, the Buyer and the Seller shall promptly transfer (or cause to be transferred) such assets to or from (as the case may be) the other applicable Party, without further consideration from the other Party and cooperate and execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property, and no additional consideration shall be due from the other Party in connection therewith. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for such other Party.

Section 6.3 Availability of Business Records. From and after the Closing Date until the date that is three (3) years from the Closing Date, the Buyer shall promptly provide to the Seller and their respective Representatives (after reasonable notice and during normal business hours and without charge to Seller), at the Seller's sole cost and expense, reasonable access to all Records included in the Acquired Assets for periods prior to the Closing (as long as such access does not unreasonably interfere with the Buyer's business operations) to the extent such access is necessary in order for the Seller to comply with its obligations to administer Seller's Chapter 11 Case or applicable Law or any contract to which it is a party, and so long as such access is subject to an obligation of confidentiality, and shall use commercially reasonable efforts to preserve such Records until the latest of (i) three (3) years after the Closing Date, (ii) the required retention period required by Law for all government contact information, records or documents, and (iii) the conclusion of all bankruptcy proceedings relating to the Seller's Chapter 11 Case (the "Retention Period"). Such access shall include access to any information in electronic form to the extent reasonably available. The Buyer acknowledges that the Seller has the right to retain copies of all of Records included in the Acquired Assets for periods prior to the Closing subject to all confidentiality agreements applicable thereto. For a period of one (1) year immediately following the applicable Retention Period, prior to destroying any material Records included in the Acquired Assets for periods prior to the Closing, the Buyer shall use commercially reasonable efforts to reasonably notify the Seller thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and the Buyer shall permit the Seller to retain such Records subject to all confidentiality agreements applicable thereto. With respect to any litigation and claims that are Excluded Liabilities, the Buyer shall use commercially reasonable efforts to render, at the Seller's expense, all reasonable assistance that the Seller may request in defending such litigation or claim and shall make reasonable efforts to make personnel most knowledgeable about the matter

in question available to the Seller. Notwithstanding anything herein to the contrary, in no event shall the Buyer or any Affiliates thereof be required to make any such books or records available to the Seller or provide such access in connection with a dispute, litigation, claim or other Litigation involving Buyer or any Affiliates.

Section 6.4 Employee Matters.

(a) The Buyer shall offer employment as of the Closing Date to all active employees of the Business (such employees who accept such employment, the "Transferred Employees"). Such offers of employment made by the Buyer shall include at least the same base salary or hourly wage rate and commissions that are substantially similar in the aggregate to those that such employees received immediately prior to the Closing Date. Without limiting the Seller's responsibility for the Excluded Employee Liabilities, the Seller shall have no liability or obligation to any such Person who becomes an employee of the Buyer on and after the Closing Date with respect to compensation payable or claims arising in respect of the post-Closing period. Subject to the Seller's compliance with Section 5.4(o) of this Agreement, the Buyer shall be responsible for all liabilities incurred pursuant to the WARN Act and any similar state or local Laws for Service Providers who become an employee of the Buyer in relation to any termination that occurs on or after the Closing Date. Nothing in this Agreement shall restrict the rights of the Buyer under applicable Law or any employment contract with respect to any employee hired by the Buyer.

(b) For a period of ninety (90) days after the Closing Date, Buyer shall not engage in any conduct that would result in an employment loss or layoff for a sufficient number of employees of Buyer which, if aggregated with any such conduct on the part of the Seller prior to the Closing Date, would trigger the WARN Act or any other similar applicable state local Law, to the extent that such conduct would result in Liability for Seller. In furtherance of the foregoing, on or before the Closing Date, Seller shall provide a list of the name and site of employment of any and all employees of Seller who have experienced, or will experience, an employment loss or layoff as defined by the WARN Act, or any other similar applicable state or local Law, within ninety (90) days prior to the Closing Date, which list Seller shall update up to and including the Closing Date.

(c) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended to (x) prevent the Buyer from terminating the employment of any Person who becomes an employee of the Buyer or one of its Affiliates on or following the Closing, or (y) create any third-party beneficiary rights in any Service Provider of the Seller or any of its Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining agreement representative.

Section 6.5 Transfer Taxes. The Buyer shall pay all stamp, documentary, registration, transfer, added-value or similar Tax (each, a "Transfer Tax") imposed under any applicable Law in connection with the transactions contemplated by Article II of this Agreement. The Seller and the Buyer shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

Section 6.6 Wage Reporting. The Buyer and the Seller agree to utilize, or cause their respective Affiliates to utilize, the standard procedure set forth in Internal Revenue Service Revenue Procedure 2004-53 with respect to wage reporting.

Section 6.7 Domain Names. Prior to Closing, the Seller shall provide evidence of the Company's ownership of those domains set forth on Schedule 3.18(a)(iv) (the "Transferred Domains"), in form and substance satisfactory to the Buyer in its reasonable discretion. To the extent the Transferred Domains are owned by a Person other than the Company, the Company shall, prior to Closing, enter into agreements assigning all right, title and interest in and to the Transferred Domains to the Company and make all necessary filings with the applicable registrars evidencing such assignment and the Company's ownership of the Transferred Domains.

Section 6.8 Reasonable, Out-of-Pocket, Non-Fixed Costs. With respect to any provision in this Agreement, including Sections 2.6(b), 2.6(h), 5.9 and 6.2, that requires the Buyer to compensate the Seller for its reasonable and reasonably documented, out-of-pocket, non-fixed costs, the Buyer and the Seller shall each use their commercially reasonable efforts to agree in advance in writing as to such costs pursuant to, among other things, the Transition Services Agreement or an approved budget.

Section 6.9 No Successor Liability. The Parties intend that, to the fullest extent permitted by Law (including under Section 363(f) of the Bankruptcy Code), upon the Closing, Buyer shall not be deemed to: (a) be the successor or successor employer of the Seller, including with respect to Environmental Liabilities; (b) have, de facto or otherwise, merged with or into the Seller; (c) have any common law successor liability in relation to any "multiemployer plan" (as defined in Section 3(37) of ERISA), any "multiple employer plan" (as defined in Section 413(c) of the IRC), or any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), including with respect to withdrawal liability or contribution obligations or with respect to any Environmental Liabilities, (d) be a mere continuation or substantial continuation of the Seller; or (e) be liable for any acts or omissions of the Seller in the conduct of the Business or arising under, or related to, the Acquired Assets, other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the Parties intend that Buyer shall not be liable for any Liability or Lien (other than Assumed Liabilities) against the Seller or any of the Seller's predecessors or Affiliates and Buyer shall have no successor or vicarious Liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Acquired Assets or any Liabilities of the Seller arising prior to the Closing Date. The Parties agree that the provisions substantially in the form of this Section 6.9 shall be reflected in the Sale Order.

Section 6.10 Seller Designation. The Seller hereby designates Solutions to execute any and all instruments, certificates or other documents on behalf of the Seller, and to do any and all other acts or things on behalf of the Seller, which Solutions may deem necessary or advisable, or which may be required pursuant to this Agreement, any other Related Agreement or otherwise, in connection with the consummation of the transactions contemplated hereby or thereby and the performance of all obligations hereunder or thereunder, including the exercise of the power to: (a) execute any other Related Agreement on behalf of the Seller, (b) give and receive notices and communications to or from Buyer relating to this Agreement, any other Related Agreement or any

of the transactions and other matters contemplated hereby or thereby, (c) agree to, object to, negotiate, resolve, enter into settlements and compromises of, demand arbitration or litigation of, and comply with orders of arbitrators or courts with respect to, any dispute between Buyer, on the one hand, and the Seller, on the other hand, in each case relating to this Agreement, any other Related Agreement or any of the transactions and other matters contemplated hereby or thereby, (d) grant any waiver, consent or approval, or election, and making any filings with any Governmental Entity, on behalf of the Seller under this Agreement or any other Related Agreement, and (e) take all actions necessary or appropriate in the judgment of Solutions for the accomplishment of the foregoing. Solutions shall have authority and power to act on behalf of the Seller with respect to the disposition, settlement or other handling of all claims under this Agreement and any other Related Agreement and all rights or obligations arising hereunder or thereunder. The Seller shall be bound by all actions taken and documents executed by Solutions in connection with this Agreement and any other Related Agreement, and Buyer shall be entitled to rely on any action or decision of Solutions. The appointment of Solutions as the Seller's attorney-in-fact revokes any power of attorney heretofore granted that authorized any other Person or Persons to represent the Seller with regard to this Agreement or any other Related Agreement. The appointment of Solutions as attorney-in-fact pursuant hereto is coupled with an interest and is irrevocable.

ARTICLE VII
CONDITIONS TO OBLIGATION TO CLOSING

Section 7.1 Conditions to the Buyer's Obligations. Subject to Section 7.3, the Buyer's obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the Buyer becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction or waiver of the following conditions (any of which may be waived by the Buyer, in whole or in part, in its sole and absolute discretion):

(a) as of the date hereof and as of the Closing as if made at the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) the Fundamental Representations shall be true and correct in all respects, and (ii) all representations or warranties (other than Fundamental Representations) shall be true and correct in all respects without giving effect to any materiality, Material Adverse Effect or similar qualifications contained therein, except for failures of such representations and warranties to be true and correct as to matters that have not resulted in, or would not reasonably be expected to result in, a Material Adverse Effect, and;

(b) each of the Seller Parties shall have performed and complied with the Seller Parties' covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects;

(c) the Buyer shall have received the items listed in Section 2.9(a);

(d) no Governmental Entity shall have threatened, enacted, issued, promulgated, enforced or entered any Law or Decree that has the effect of rendering the

transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing, illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing;

(e) the Bidding Procedures Order shall have been entered by the Bankruptcy Court and shall be a Final Order;

(f) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order; provided, however, that nothing in this Agreement precludes the Parties from consummating the transactions contemplated by this Agreement if the Sale Order has been entered and has not been stayed and the Buyer, in its sole discretion, waives in writing the condition that the Sale Order be a Final Order;

(g) there must not be in effect any Law or Decree that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement; and

(h) from the date of this Agreement until the Closing Date, there shall not have occurred and be continuing any Material Adverse Effect.

Section 7.2 Conditions to the Seller Parties' Obligations. Subject to Section 7.3, the Seller Parties' obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the Buyer becoming the Successful Bidder (whether following the conclusion of the Auction, if any, or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction or waiver of the following conditions (any of which may be waived by the Seller, in whole or in part, in their sole and absolute discretion):

(a) as of the date hereof and as of the Closing as if made at the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) any representation or warranty contained in Section 4.1, Section 4.2 or Section 4.3 shall be true and correct in all respects, and (ii) any other representation or warranty set forth in Article IV shall be true and correct in all respects except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, would not reasonably be expected to materially prevent, restrict or delay the Buyer's ability to consummate the transactions contemplated hereby or by any Related Agreement;

(b) the Buyer shall have performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects;

(c) the Seller shall have received the items listed in Section 2.9(b);

(d) no Governmental Entity shall have threatened, enacted, issued, promulgated, enforced or entered any Law or Decree that has the effect of rendering the transactions contemplated by this Agreement or any of the Related Agreements, or the

Parties performance under this Agreement or any of the Related Agreements including the Closing, illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing; and

(e) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order.

Section 7.3 No Frustration of Closing Conditions. Neither the Buyer nor any Seller Party may rely on the failure of any condition to its obligation to consummate the transactions contemplated hereby set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's failure to use commercially reasonable best efforts or commercially reasonable efforts, as applicable, with respect to those matters contemplated by the applicable Sections of this Agreement to satisfy the conditions to the consummation of the transactions contemplated hereby or other breach of a representation, warranty or covenant hereunder.

ARTICLE VIII
TERMINATION

Section 8.1 Termination of Agreement.

(a) This Agreement may, by written notice given before the Closing, be terminated:

(1) by mutual written consent of the Buyer and the Seller;

(2) by the Buyer (so long as there is not a then uncured Buyer Termination Breach), if there has been a breach of any of the Seller Parties' representations, warranties or covenants contained in this Agreement which would result in the failure of the conditions set forth in Section 7.1 to be satisfied, and which breach has not been cured within the earlier of (i) ten (10) days after written notice of such breach has been delivered to the Seller from the Buyer (provided that no cure period shall be required for a breach which by its nature cannot be cured), and (ii) the day before the End Date (a "Seller Termination Breach");

(3) by the Seller (so long as there is not a then uncured Seller Termination Breach), if there has been a breach of any of the Buyer's representations, warranties or covenants contained in this Agreement which would result in the failure of a condition set forth in Section 7.2 to be satisfied, and which breach has not been cured within the earlier of (i) ten (10) days after written notice of such breach has been delivered to the Buyer from the Seller (provided that no cure period shall be required for a breach which by its nature cannot be cured), and (ii) the day before the End Date (a "Buyer Termination Breach");

(4) by either the Buyer or the Seller, if there is in effect a Final Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this

Agreement; provided, however, that the right to terminate this Agreement under this Section 8.1(a)(4) will not be available to any Party whose failure to fulfill any material covenant or obligation under this Agreement is the cause of or resulted in the action or event described in this Section 8.1(a)(4) occurring;

(5) by the Buyer if the Bankruptcy Court enters an order under which (a) the Seller's Chapter 11 Case is dismissed or converted into a case under Chapter 7 of the Bankruptcy Code or (b) an examiner with expanded powers or trustee is appointed in the Seller's Chapter 11 Case, and such Order is not reversed or vacated within fourteen (14) days after entry thereof; or

(6) by either the Buyer or the Seller, on or after the End Date if the Closing on the sale to the Buyer does not occur prior to the End Date.

(b) This Agreement shall terminate automatically in the event that (i) the Buyer is not chosen at the Auction to be the Successful Bidder or the Back-Up Bidder, (ii) an Alternative Transaction has been consummated following approval by the Bankruptcy Court, or (iii) if the Buyer is chosen at the Auction to be the Back-Up Bidder, upon the expiration of the period during which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures and Bidding Procedures Order.

Section 8.2 Effect of Termination. If this Agreement is terminated pursuant to Section 8.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other Party or its Affiliates, except that Section 2.13, Section 8.1(b)(ii), this Section 8.2, Section 8.3, Section 8.4, Section 8.5, and Article IX shall remain in full force and survive any termination of this Agreement. Notwithstanding the foregoing, in the event this Agreement is terminated by a Party because of the knowing and intentional breach of this Agreement by the other Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's knowing and intentional failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal rights and remedies hereunder and under applicable Law will survive such termination unimpaired.

Section 8.3 Expenses. The Seller Parties shall pay their own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement, all Related Agreements, and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives. Except for such expenses as shall be covered by the Expense Reimbursement in Section 8.5, the Buyer shall pay its own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including the fees and expenses of its advisors and representatives.

Section 8.4 Acknowledgement. Each of the Parties acknowledges that (i) the agreements contained in this Article VIII are an integral part of the transactions contemplated by this Agreement and (ii) without the agreements contained in this Section 8.4, the Buyer would not have entered into this Agreement. Except in the case of fraud, in no event shall the Seller Parties have any liability to the Buyer or any other Person for any special, incidental, consequential,

exemplary, indirect, or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive is hereby fully waived, released and forever discharged. Except in the case of fraud, in no event shall the Buyer have any liability to the Seller Parties or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect or punitive is hereby fully waived, released and forever discharged.

Section 8.5 Bidding Protections.

(a) Upon the closing on an Alternative Transaction and provided the Seller is not entitled to terminate this Agreement pursuant to Section 8.1(a)(3) or has otherwise validly terminated this Agreement pursuant to Section 8.1(a)(3), the Break-Up Fee and Expense Reimbursement shall be due and payable to the Buyer by wire transfer of immediately available funds to the account specified by Buyer to Seller in writing.

(b) Seller and Buyer agree that neither the Break-Up Fee nor the Expense Reimbursement is a penalty, but rather is liquidated damages in a reasonable amount that, in the event of an closing Alternative Transaction only, will compensate Buyer for the time and effort associated with initial due diligence and negotiation of this Agreement and the opportunities forgone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated herein.

(c) The obligations of Seller to pay the Break-Up Fee and Expense Reimbursement as provided in this Section 8.5 shall be (i) entitled to administrative expense status of the kind specified in Sections 503(b)(1) and 507(a) of the Bankruptcy Code in Seller's Chapter 11 Cases, and (ii) if triggered, shall be payable from the proceeds of any Alternative Transaction for the Acquired Assets upon the closing of such Alternative Transaction, free and clear of all liens (including those arising under the DIP Financing Order). For the avoidance of doubt, the provision of the administrative expense for the Break-Up Fee and Expense Reimbursement shall only be an obligation of the Seller's estate if an Alternative Transaction closes, the Seller is not entitled to terminate this Agreement pursuant to Section 8.1(a)(3) and Seller has not otherwise validly terminated this Agreement pursuant to Section 8.1(a)(3).

(d) Seller shall seek approval of the Break-Up Fee and the Expense Reimbursement from the Bankruptcy Court in the Bidding Procedures Order. The Parties acknowledge and agree that the terms and conditions set forth in this Section 8.5 with respect to the payment of the Break-Up Fee and Expense Reimbursement are subject to the Bankruptcy Court entering the Bidding Procedures Order, it being understood that Buyer may terminate this Agreement if the Bankruptcy Court does not approve the Break-Up Fee and Expense Reimbursement on terms substantially similar to those contemplated hereby, in which case the Good Faith Deposit shall be forthwith returned to Buyer. The Parties acknowledge that the agreements contained in this Section 8.5 are commercially reasonable and an integral part of the transactions, and that without these agreements, the Parties would not enter into this Agreement or consummate the transactions contemplated hereby. For the avoidance of doubt, the covenants set forth in this Section 8.5 are continuing

obligations, separate and independent from the other obligations of the Parties expressly set forth in this Agreement (and shall not limit the Parties' other rights expressly set forth in this Agreement), and survive termination of this Agreement.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Entire Agreement. This Agreement, the Related Agreements the Bidding Procedures Order (once entered) and the Sale Order (once entered), including all schedules and exhibits attached to any of the foregoing, and the documents and instruments referred to in this Agreement that are to be delivered at or in connection with the Closing, constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof and the subject matter of the Related Agreements.

Section 9.2 Incorporation of Annexes, Exhibits and Disclosure Schedule. The annexes and exhibits to this Agreement and the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.3 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver 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 default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.3 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.4 Succession and Assignment. This Agreement binds and benefits the Parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of the Seller under Chapter 11 or Chapter 7 of the Bankruptcy Code and any entity appointed as a successor to the Seller pursuant to a confirmed chapter 11 plan). No party may delegate any performance of its obligations under this Agreement, except that the Buyer may at any time assign or delegate the performance of its obligations (a) to any Affiliate of the Buyer so long as the Buyer remains responsible for the performance of the delegated obligation, (b) assign its rights under this Agreement for collateral security purposes to any lenders providing financing to the Buyer, or any of its Subsidiaries or Affiliates, or (c) assign its rights under this Agreement to any Person that acquires Buyer or any of its assets. Without limiting the foregoing, the Buyer shall have the right to designate one or more Affiliates, including any special purpose entities that may be organized by or at the direction

of the Buyer for such purpose, to bid at the Auction or take title to the Acquired Assets at the Closing (or thereafter) or any portion thereof and operate the business going forward, and upon written notice to the Seller of any such designation by the Buyer, the Seller agrees to execute and deliver all instruments of transfer with respect to the Acquired Assets directly to, and in the name of, the Buyer's assignees. In addition, notwithstanding the foregoing, the Buyer may assign any Indebtedness owed to it by the Seller to any Affiliate of the Buyer, any other Buyer or any other assignee or designee at any time.

Section 9.5 **Notices**. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally or by electronic mail to the recipient; (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (iii) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to the Seller or any Seller Party:

c/o
Air Pros Solutions, LLC
Attention: Lawrence Hirsh
[redacted]

-and-

Attention: Andrew Hede
[redacted]

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

Greenberg Traurig, LLP
3333 Piedmont Road, NE
Suite 2500
Atlanta, Georgia 30305
Attention: David Kurzweil
Email: kurzweild@gtlaw.com

and

Greenberg Traurig, P.A.
401 East Las Olas Boulevard
Suite 2000
Fort Lauderdale, FL 33301
Attention: Zachary Schlichter
Email: schlichterz@gtlaw.com

If to the Buyer:

Columbia Home Services LLC
c/o Tenex Capital Management, L.P.
60 East 42nd Street
Suite 4150
New York, NY 10165-0015
[redacted]

with copies (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Matthew J. Rizzo, Jessica A. Sheridan and Jeffrey Pawlitz
Email: mrizzo@willkie.com; jsheridan@willkie.com; jpawlitz@willkie.com

Any Party may change the physical address or e-mail address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth in this Section 9.5.

Section 9.6 Governing Law; Jurisdiction. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of laws provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any Litigation one Party commences against any other Party pursuant to this Agreement shall be brought exclusively in the Bankruptcy Court; provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the State of Delaware, sitting in New Castle County, and the federal courts of the United States of America sitting in the State of Delaware shall have exclusive jurisdiction over such Litigation.

Section 9.7 Consent to Service of Process. In addition to any other method allowed by applicable Law, each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.5.

Section 9.8 WAIVERS OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.9 Specific Performance.

(a) Each of the Parties acknowledges and agrees that the other Parties (collectively, the "Enforcing Parties") would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached, so that, prior to the termination of this Agreement pursuant to Section 8.2, in addition to any other remedy that each of the Parties may have under Law or equity, each of the Parties shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

(b) Each of the Parties agrees that it shall not oppose the granting of specific performance or an injunction sought in accordance with this Section 9.9 on the basis that the Enforcing Parties have an adequate remedy at law or that any award of specific performance is, for any reason, not an appropriate remedy. The Enforcing Parties shall not be required to provide any bond or other security in connection with any such injunction or other equitable remedy. The End Date shall be tolled from the date any of the Enforcing Parties files a petition seeking specific performance or an injunction under this Section 9.9 until a final, non-appealable decision regarding this matter is obtained from a court of competent jurisdiction.

Section 9.10 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.11 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns except such rights as may inure to a successor or permitted assignee or designee under Section 9.4.

Section 9.12 No Survival of Representations, Warranties and Agreements. None of the Parties' representations, warranties, covenants, and other agreements in this Agreement, including any rights of the other Party or any third party arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Closing, except for (i) those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Closing, (ii) the Parties' representations and warranties relating to such Party's authority with regard to the execution of this Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby, (iii) the Buyer's representations and warranties in connection with the Seller's Chapter 11 Case or the Bankruptcy Code, (iv) this Article IX, and (v) all defined terms set forth in Article I that are referenced in the

foregoing provisions referred to in clauses (i) through (iv) above. Notwithstanding anything to the contrary, nothing in this Section 9.12 shall be deemed to constitute a waiver by Buyer in the case of fraud.

Section 9.13 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto," "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. The words "includes" and "including" are not limiting. Unless expressly stated in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "$" means United States dollars. To the extent not contrary to the foregoing, the rules of construction contained in section 102 of the Bankruptcy Code shall apply. Any option, consent, approval, discretion or similar right of the Buyer set forth in this Agreement or any other Related Agreement may be exercised by the Buyer in its sole, absolute and unreviewable discretion (regardless of whether any or all such words are used in connection therewith), unless the provisions of this Agreement or Related Agreement specifically require another standard for such option, consent, approval, discretion or similar right.

Section 9.14 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to any Seller Party or the Seller's Chapter 11 Case, the provisions of Bankruptcy Rule 9006(a) shall apply.

Section 9.15 Mutual Drafting. Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.16 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meaning ascribed to them in this Agreement. The representations and warranties of the Seller Parties in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the applicable portions of the Disclosure Schedule expressly reference or, deemed to reference in accordance with this Section 9.16. The Seller Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of this Agreement to which it relates. The disclosure in any section or paragraph of the Disclosure Schedule, and those in any amendment or supplement thereto, shall be deemed to relate to and to qualify only the particular representation or warranty

set forth in the corresponding numbered or lettered section of this Agreement, except to the extent that: (a) such information is cross-referenced in another part of the Disclosure Schedule; or (b) it is reasonably apparent on the face of the disclosure (without reference to any document referred to therein or any independent knowledge on the part of the reader regarding the matter disclosed) that such information qualifies another schedule in the Disclosure Schedule. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or law shall be construed as a third party admission or third party indication that any such breach or violation exists or has actually occurred. All attachments to the Disclosure Schedule are incorporated by reference into the Disclosure Schedule in which they are directly or indirectly referenced.

Section 9.17 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.18 Counterparts: Facsimile and Email Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

Section 9.19 Time of Essence. Time is of the essence of this Agreement.

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT

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

SELLER PARTIES:

Air Pros Solutions, LLC

By: Signed by: Andrew Hede
F281A5B54E664A2...
Name: Andrew Hede
Title: Chief Restructuring Officer

Dallas Plumbing Air Pros, LLC

By: Signed by: Andrew Hede
F281A5B54E664A2...
Name: Andrew Hede
Title: Chief Restructuring Officer

BUYER:

Columbia Home Services LLC

By: _____

Name: Gabriel Wood
Title: Authorized Person

Exhibit A

Acquired Assets

Except for the Excluded Assets or as expressly excluded below, all of the assets of the Seller (but not of Solutions) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, including all right, title and interest of the Seller in, to and under the following:

(a) all Inventory, Furnishings and Equipment (including IT equipment), supplies, machinery, fixtures, tools, vehicles and other tangible personal property;

(b) all lease deposits and customer deposits with respect to jobs which have not commenced as of Closing;

(c) all open customer job Permits;

(d) all of the Contracts set forth on Section 2.6(c) of the Disclosure Schedule or which are assumed by the Buyer in accordance with Section 2.6;

(e) all Intellectual Property listed or required to be listed on Section 3.18 of the Disclosure Schedule;

(f) all customer or potential customer lists and files, vendor lists and files, mailing lists, email lists, advertiser lists, databases (including archived databases) and similar material, whether in print or electronic form, including any lists relating to past, present or prospective customers;

(g) all of Seller's rights under confidentiality or non-disclosure agreements with respect to the Business or the Acquired Assets and with respect to solicitation and hiring of Transferred Employees;

(h) all rights, interests, awards, recovery, indemnity, warranty, rebates (for the avoidance of doubt, not including rebates provided to Solutions), right of set-off, refund, reimbursement, or audit right available to the Seller against third parties;

(i) all pending insurance claims and proceeds arising from or relating to claims made prior to the Closing with respect to uncured adverse effects on the Acquired Assets or Assumed Liabilities (for the avoidance of doubt insurance claims with respect to business interruption shall not be considered an Acquired Asset);

(j) to the extent permitted by law, all books, records, ledgers, files, reports, plans, documents, manuals, and all customer sales, marketing, advertising, packaging and promotional materials, data, software (including all data and other information whether written, recorded or stored on discs, tapes or other media and including gall computerized data), technical data and all other and all telephone, telex and telephone facsimile

numbers and other directory listings, email addresses and domain names (for the avoidance of doubt, the Acquired Assets shall not include (A) any attorney work product, attorney-client communications and other items protected by attorney-client privilege or (B) books and records relating to Taxes);

(k) all of the goodwill, customer relationships, going concern value and other intangible assets; and

(l) all employee relationships with employees of the Business.

Exhibit 2-D

CM/Air Force Stalking Horse Purchase Agreement

Execution Version

ASSET PURCHASE AGREEMENT[1]

by and between

AIR PROS SOLUTIONS, LLC,

AND CERTAIN OF ITS DIRECT AND INDIRECT SUBSIDIARIES NAMED HEREIN, COLLECTIVELY, as Sellers

and

RELIANCE US HOLDINGS II INC., as Buyer.

March 18, 2025

[1] *Certain personally identifiable information and commercially sensitive information has been redacted from this document.*

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of March 18, 2025, by and among (a) Air Pros Solutions, LLC, a Delaware limited liability company ("Solutions"), (b) (i) Air Pros Atlanta, LLC, a Georgia limited liability company ("APA Sub"), (ii) CM Air Pros, LLC, a Delaware limited liability company ("CMAP Sub"), (iii) Air Pros Washington, LLP, a Washington limited liability partnership ("APW"), and (iv) AFH Air Pros, LLC, a Delaware limited liability company ("AFH Sub" and collectively with APA Sub, CMAP Sub and APW, the "Sellers" and each a "Seller") and (c) Reliance US Holdings II Inc., a Delaware corporation (the "Buyer"). The Sellers and the Buyer are sometimes referred to collectively herein as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

WHEREAS, the Sellers are debtors-in-possession having commenced cases (the "Sellers' Chapter 11 Cases") under title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), through the filing of their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in March 2025 (the actual date of filing, the "Petition Date") in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court");

WHEREAS, the Sellers conduct, among other things, the business of providing HVAC services, including installation, maintenance, service, repair and replacement, to homeowners, commercial enterprises and other parties in the states of Georgia, Alabama and Washington, irrespective of where the Sellers' business operations or employees are located (the "Business");

WHEREAS, (i) the Sellers wish to sell, transfer and assign to the Buyer, and the Buyer wishes to purchase, acquire and assume from the Sellers, the Acquired Assets (as defined below), free and clear of all Liens, Claims, and Indebtedness, and (ii) the Buyer wishes to assume from the Sellers the Assumed Liabilities (as defined below), on the terms and subject to the conditions set forth herein and in accordance with sections 105, 363, and 365 and other applicable provisions of the Bankruptcy Code; and

WHEREAS, the Sellers have agreed to file the Sale Motion (as defined below) with the Bankruptcy Court and take the other steps set forth herein and in the Bidding Procedures Order, the Bidding Procedures and the Sale Order (as each such term is defined below) to implement the transactions contemplated hereby upon the terms and subject to the conditions set forth herein and in the Sale Order.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows.

ARTICLE I
DEFINITIONS

For purposes of this Agreement, capitalized terms set forth in this Agreement shall have the meaning ascribed to such terms in this Article I.

"Acquired Assets" has the meaning set forth in Section 2.1.

"Affiliate" when used with reference to another Person means any Person, directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, such other Person.

"Agreement" has the meaning set forth in the preamble.

"Allocation" has the meaning set forth in Section 2.11.

"Allocation Objection Notice" has the meaning set forth in Section 2.11.

"Alternative Transaction" means any transaction or series of related transactions (other than pursuant to this Agreement), whether effectuated pursuant to a merger, consolidation, tender offer, exchange offer, share exchange, amalgamation, stock acquisition, asset acquisition, business combination, restructuring, recapitalization, liquidation, dissolution, joint venture or similar transaction, whether or not proposed by the Sellers, pursuant to which one or more Sellers: (i) accept a Qualified Bid, other than that of the Buyer or its Affiliates, as the highest or otherwise best offer; or (ii) sell, transfer, lease or otherwise dispose of, directly or indirectly, including through an acquisition, asset sale, stock sale, purchase, merger, reorganization, recapitalization or other similar transaction with or involving any equity securities in any Seller or other interests in the Acquired Assets, including a stand-alone plan of reorganization, plan of liquidation, or refinancing, all or substantially all of the Acquired Assets (or agrees to any of the foregoing) in a transaction or series of transactions to a party or parties other than the Buyer or its Affiliates.

"Arbitrating Accountant" has the meaning set forth in Section 2.11.

"Assignment and Assumption Agreement" has the meaning set forth in Section 2.10(a)(iii).

"Assumable Permits" means all Permits relating to the Business that are transferable in accordance with their terms.

"Assumed Contracts" means those Leases and Contracts that have been, or will be, assigned to and assumed by the Buyer pursuant to Section 2.7 and section 365 of the Bankruptcy Code.

"Assumed Employee Benefit Plan" has the meaning set forth in Section 2.7(c)(ii)(A).

"Assumed Employee Benefit Plan Schedule" has the meaning set forth in Section 2.7(c)(ii)(A).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumed Permit" means those Assumable Permits that have been, or will be, assigned to and assumed by the Buyer pursuant to Section 2.7 and section 365 of the Bankruptcy Code

"Assumed Permit Schedule" has the meaning set forth in Section 2.7(c).

"Assumption Approval" has the meaning set forth in Section 2.7(g).

"Assumption Effective Date" has the meaning set forth in Section 2.7(d).

"Auction" means the auction for the sale and assumption of the Sellers' assets and certain liabilities, conducted by the Sellers pursuant to, and in accordance with, the Bidding Procedures and Bidding Procedures Order.

"Back-Up Bidder" means the qualified bidder chosen by the Sellers at the Auction, if any, who submitted the second-highest or otherwise best bid at the conclusion of such Auction.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, each a "Bankruptcy Rule."

"Bidding Procedures" means the bidding procedures to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, which order shall be reasonably satisfactory to the Buyer.

"Bidding Procedures Order" means the order to be entered by the Bankruptcy Court approving, among other things, the Buyer as the "stalking horse Buyer," the Bidding Procedures, the approval of the Expense Reimbursement and the Break Up Fee, and which order shall be reasonably satisfactory to the Buyer.

"Bill of Sale" has the meaning set forth in Section 2.10(a)(ii).

"Break Up Fee" means a break-up fee in favor of the Buyer to be paid to the Buyer at the closing of an Alternative Transaction as set forth herein, in the amount of three percent (3%) of the cash consideration of the Purchase Price.

"Business" has the meaning set forth in the recitals.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banks located in Wilmington, Delaware shall be authorized or required by Law to close.

"Buyer" has the meaning set forth in the preamble.

"Capital Leases" means all leases required to be capitalized in accordance with GAAP.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act.

"Cash" means cash (including all cash located in Sellers' bank accounts, lock-boxes, and cash in transit), cash equivalents, cash collateralized letters of credit, investment accounts, certificates of deposit, and liquid investments.

"Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 2.9.

"Closing Assumed Employee Benefit Plan List" has the meaning set forth in Section 2.7(c).

"Closing Assumed Contract List" has the meaning set forth in Section 2.7(c).

"Closing Assumed Permit List" has the meaning set forth in Section 2.7(c).

"Closing Date" has the meaning set forth in Section 2.9.

"Company IT Systems" means the computer software, computer firmware, computer hardware (whether general purpose or special purpose), telecommunications, information technology, equipment, controlled networks, peripherals and computer systems, middleware, servers, workstations, routers, hubs, internet websites, mobile applications, data, databases, software, programs, source code and object code, and user manuals related to any of the foregoing, that are controlled, owned, licensed, leased, relied on, or used by the Sellers in the conduct of the Business.

"Consent" means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

"Consent Deadline" has the meaning set forth in Section 2.7(g).

"Contract" means any written or oral agreement, contract, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, membership agreement, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, license agreement, contribution agreement, partnership agreement or other arrangement, understanding, permission or commitment that, in each case, is legally binding.

"Contract and Cure Schedule" has the meaning set forth in Section 2.7(c).

"Control" means, when used with reference to any Person, the power to direct the management or policies of such Person, directly or indirectly, by or through stock or other equity ownership, agency or otherwise, or pursuant to or in connection with any Contract; and the terms "Controlling" and "Controlled" shall have meanings correlative to the foregoing.

"Cure Amounts" has the meaning set forth in Section 2.7(f).

"Cure Notice" has the meaning set forth in Section 5.3(c).

"Customer Membership Liabilities Reduction" an amount equal to (i) $120.67 multiplied by (ii) the difference obtained when subtracting the Membership Amount from 6,464.

"Data Protection Requirements" means: (i) each Law relating to the collection, disposal, transfer, import, export, storage, disclosure, processing and use of Personal Information; (ii) industry self-regulatory principles and each Law relating to direct marketing, online behavioral advertising, e-mails, text messages, and telemarketing that are applicable to the Sellers;

(iii) privacy policies, programs, or related notices, and any contractual obligations, concerning the collection, dissemination, storage, protection or use of Personal Information; and (iv) obligations imposed by, and any contractual obligation relating to, the Payment Card Industry Data Security Standards.

"D&O Causes of Action" means any claims, causes of action, demand, actions, suits, obligations, liabilities, cross-claims, counterclaims, offsets, or setoffs of any kind or character whatsoever against any Person who on the Petition Date was a director, manager, officer, employee, or other representative of one or more of the Sellers.

"Decree" means any judgment, decree, ruling, decision, opinion, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, judicial order, administrative order or any other order of any Governmental Entity.

"Deposit" has the meaning set forth in Section 2.5.

"Designated Contracts" means the Contracts to which the Sellers are not party but which are used in the Business as forth on Exhibit H

"Disclosure Schedule" has the meaning set forth in Article III.

"Employee Benefit Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) and any other benefit or compensation plan, program, agreement or arrangement of any kind, in each case, maintained or contributed to by a Seller, in which a Seller participates or participated, in which a Seller has any Liability (contingent or otherwise), or through which current or former Service Providers of the Business are eligible to receive benefits or compensation.

"End Date" means the close of business no later than one-hundred twenty (120) days following the Petition Date.

"Enforcing Parties" has the meaning set forth in Section 9.9(a).

"Environmental, Health and Safety Requirements" means, as enacted and in effect on or prior to the Closing Date, all applicable Laws concerning worker health and safety, the treatment, disposal, emission, discharge, Release or threatened Release of, or exposure to, Hazardous Material, pollution or the protection of the environment.

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended.

"Escrow Agent" has the meaning set forth in Section 2.5.

"Escrow Agreement" has the meaning set forth in Section 2.5.

"Excess Cure Amounts" means the aggregate Cure Amounts for Assumed Contracts actually paid by Buyer to counterparties to Assumed Contracts in excess of $75,000.

"Excluded Assets" means, collectively, the following assets of the Sellers: (a) all certificates of incorporation or certificates of formation and other organizational documents, 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 or other equity transfer books, stock or membership certificates relating to the Sellers and other documents relating to the organization, maintenance and existence of any Seller as a corporation or limited liability company; (b) all Records related to Taxes paid or payable by any Seller; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (c) (i) Owned Equity Interests (unless the Buyer expressly elects to acquire Owned Equity Interests of a particular Seller pursuant to Section 2.1) and (ii) if the Buyer has elected pursuant to Section 2.1 to acquire the Owned Equity Interests of a particular Seller as Acquired Assets, all other assets of such Seller that are being acquired via such Owned Equity Interests shall be Excluded Assets hereunder notwithstanding anything else in Section 2.1 to the contrary; (d) all Contracts and Leases that are not Assumed Contracts; (e) any (i) confidential personnel and medical Records pertaining to any Service Provider to the extent the disclosure of such information is prohibited by applicable Law and (ii) other Records that any Seller is required by Law to retain; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset, any Assumed Liability or any Service Provider hired by the Buyer on the Closing Date (to the extent not prohibited by applicable Law); (f) any documents and agreements of any Seller relating to the Sellers' Chapter 11 Cases or to the sale or other disposition of the Business or the Acquired Assets or the sale or other disposition of any Excluded Assets; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (g) all Permits that are not Assumed Permits; (h) trade accounts receivable and other rights to payment from customers of the Sellers (whether current or non-current) and (i) any Cash.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Expense Reimbursement" shall mean reimbursement of the Buyer's actual, direct and documented and reasonable out of pocket expenses incurred in respect of considering, negotiating and consummating this Agreement, in an amount of up to $559,000.

"Families First Act" means the Families First Coronavirus Response Act.

"Final Order" means an order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further appeal or rehearing thereon; (ii) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) as to which no stay is in effect; provided, however, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024(b) shall not cause an order not to be deemed a "Final Order" unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue. In the case of (i) the Sale Order, a Final Order shall also consist of an order as to which an appeal, notice of

appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyer, in its sole and absolute discretion, elects to proceed with Closing, and (ii) any other order that is required hereunder to be a Final Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyer, in its sole and absolute discretion, elects to proceed.

"Furnishings and Equipment" means tangible personal property (other than Inventory) and that is used or held for use in the operation of the Business, regardless of where located, including, for the avoidance of doubt, all machinery and equipment, spare parts, furniture, office equipment, computer equipment and hardware, fittings, tools, apparatus, signage, maintenance equipment, vehicles and rolling stock and other personal property of any kind or type that is used or held for use in connection with Business.

"GAAP" means United States generally accepted accounting principles.

"Governmental Approvals" shall mean those approvals, authorizations, confirmations, consents, exemptions and orders from a Governmental Entity and the making of all necessary registrations and filings (including filings with a Governmental Entity) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding to prevent the Closing by, any Governmental Entity, which are required to be obtained or taken to consummate the transactions contemplated herein under applicable Laws.

"Governmental Entity" means any national, federal, state, provincial, local or foreign government, or any subdivision, agency, instrumentality, authority, department, commission, board or bureau thereof, or any federal, state, provincial, local or foreign court, tribunal, or arbitrator, including the Bankruptcy Court.

"Hazardous Material" means any waste or other substance that is listed, defined, designated or classified as hazardous, radioactive or toxic or a pollutant or a contaminant under any Environmental, Health and Safety Requirements, including any admixture or solution thereof, and including petroleum and all derivatives thereof or synthetic substitutes therefor, asbestos or asbestos-containing materials in any form or condition and polychlorinated biphenyls.

"HVAC Licenses" means all material Permits required to be set forth on Section 3.12 of the Disclosure Schedule.

"Indebtedness" of any Person means, without duplication: (a) the principal of and premium (if any) in respect of (i) indebtedness of such Person for money borrowed and (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, (b) all obligations of such Person issued or assumed as the deferred purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, all conditional sale obligations of such Person, and all obligations of such Person under any title retention agreement (but excluding trade accounts payable for goods and services and other accrued current liabilities arising in the Ordinary Course of Business), (c) all obligations of such Person under Capital Leases, (d) all obligations of such Person for the

reimbursement of any obligor on any letter of credit, banker's acceptance, or similar credit transaction, (e) the liquidation value of all redeemable preferred stock of such Person, (f) all obligations of the type referred to in clauses (a) through (e) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, and (g) all obligations of the type referred to in clauses (a) through (f) of other Persons secured by any lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Initial Allocation" has the meaning set forth in Section 2.11.

"Insurance Policies" has the meaning set forth in Section 3.13.

"Intellectual Property" means any and all rights, title and interest in or relating to intellectual property of any type, which may exist or be created under the Laws of any jurisdiction throughout the world, including: (a) patents and patent applications, together with all reissues, provisionals, continuations, continuations-in-part, divisionals, renewals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, internet domain names, social media accounts and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals, extensions and account credentials in connection therewith, and all goodwill associated with any of the foregoing; (c) rights associated with works of authorship, including software, databases, websites, exclusive exploitation rights, mask work rights, copyrights, database and design rights, whether or not Registered or published, all registrations and recordations thereof and applications in connection therewith, along with all extensions and renewals thereof and all moral rights associated with any of the foregoing; and (d) trade secrets, know-how and other proprietary and confidential information, including inventions (whether or not patentable), invention disclosures, improvements, algorithms, source code, data analytics, methods, processes, designs, drawings, customer lists, supplier lists, together with all embodiments and fixations of any of the foregoing and all related documentation.

"Intellectual Property Assets" has the meaning set forth in Section 3.15.

"Intellectual Property Assignment" has the meaning set forth in Section 2.10(a)(iv).

"Inventory" means all inventory (including merchandise, raw materials, component parts, supplies, packing and shipping materials, products in-process and finished products) used in the Business, whether temporarily out of such Seller's custody or possession, in transit to or from any Seller and whether in any Seller's vehicles, warehouses, held by any third parties or otherwise, and all other Inventory (as defined in the UCC), including any returned goods and any documents of title representing any of the foregoing.

"IRC" means the United States Internal Revenue Code of 1986, as amended.

"Knowledge" of a Person (and other words of similar import) (a) in reference to the Sellers means the actual knowledge of [redacted] and any director or executive officer of the Sellers (each, a "Knowledge Party"), after having conducted a reasonable inquiry of relevant internal department heads as well as any information relevant and readily available without external inquiry to a Knowledge Party, and (b) in reference to the Buyer means the actual

knowledge of any director or executive officer of Buyer after having conducted a reasonable inquiry and investigation. For the avoidance of doubt, no Person named in this definition shall have any personal liability or obligations solely rising out of such Knowledge.

"Law" means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance (including with respect to zoning or other land use matters), code, treaty, order, convention, rule, regulation, requirement, edict, directive, pronouncement, determination, proclamation or Decree of any Governmental Entity.

"Leased Real Property" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property of any Seller which is used in the Business.

"Leases" means all leases, subleases, licenses, concessions, and other agreements (whether written or oral), including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, in each case pursuant to which a Seller holds or has any interest in Leased Real Property, but excluding Contracts.

"Liability" means any liability, Indebtedness, lien, fine, penalty, judgment, duty, responsibility, expense, guaranty, claim, loss, damage, deficiency, assessment, responsibility or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, direct or indirect, disputed or undisputed, ascertained or ascertainable, joint or severable, vested or unvested, whether due or to become due, whether determined or determinable, whether choate or inchoate, whether secured or unsecured and whether matured or not yet matured).

"Lien" means any mortgage, deed of trust, hypothecation, contractual restriction, pledge, lien (statutory or other), encumbrance, interest, charge, security interest, put, call, other option, right of first refusal, right of first offer, servitude, right of way, easement, conditional sale or installment contract, finance lease involving substantially the same effect, security agreement or other encumbrance or restriction on the use, transfer or ownership of any property of any type (including real property, tangible property, intangible property and Intellectual Property). For the avoidance of doubt, the definition of Lien shall not be deemed to include the grant of any non-exclusive license or sublicense of Intellectual Property by a Seller.

"Litigation" means any action, cause of action, suit, litigation, arbitration, claim, investigation, mediation, audit, grievance, demand, hearing or proceeding, whether civil, criminal, administrative, appellate or arbitral, of any kind whatsoever whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commence, brought, conducted or heard by or before any Governmental Entity, arbitrator, mediator or similar body.

"Material Adverse Effect" means any state of facts, change, event, effect, development, condition, circumstance or occurrence (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences), that (a) is materially adverse to the financial condition or results of operations of the Business (taken as a whole),

including (for the avoidance of doubt and notwithstanding any carve out in the following provisions) the re-escalation or existence of the COVID-19 or a similar pandemic or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of the Sellers to consummate the transactions contemplated by this Agreement or the Related Agreements on the terms set forth herein and therein; provided, however, that with respect to clause (a) only, no change event, development or occurrence related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) the engagement by the United States of America in international hostilities (not domestic), affecting (directly or indirectly) the industry in which the Business operates, whether or not pursuant to the declaration of war, or the occurrence of any military or terrorist attack upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America, except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (ii) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index), except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iii) any change in GAAP or Law except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iv) any changes directly attributable to the announcement of this Agreement or any Related Agreement, including by reason of the identity of the Buyer or any of its Affiliates; (v) resulting from any act of God except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (vi) any action taken (or omitted to be taken) pursuant to or in accordance with this Agreement or at the written request of, or with the written consent of, Buyer; or (vii) in the case of the Sellers or the Business, (A) the failure to meet or exceed any projection or forecast (it being understood that, with respect to this clause (vii) (A), the underlying facts or circumstances giving rise or contributing to the failure to meet such projection(s) or forecast(s) may be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect), or (B) changes in the business or operations of any Seller (including changes in credit terms offered by suppliers or financing sources) resulting from the announcement or the filing of the Sellers' Chapter 11 Cases and the Sellers' financial condition or the Sellers' status as debtors under Chapter 11 of the Bankruptcy Code.

"Material Contract" has the meaning set forth in Section 3.5(a).

"Membership Amounts" means the number of customer memberships of CMAP Sub for which there remains a maintenance obligation outstanding, as reasonably agreed to by Solutions and Buyer.

"Necessary Consents" has the meaning set forth in Section 2.7(g).

"Opt Out Deadline" has the meaning set forth in Section 2.7(c).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice.

"Owned Equity Interests" means any equity interests or securities of any Seller held by any other Seller.

"Party" has the meaning set forth in the preamble.

"Permit" means any franchise, approval, permit, license, order, registration, certificate, variance, Consent, exemption, ratification, waiver or similar right or authorization issued, granted, given or otherwise obtained from or by any Governmental Entity, under the authority thereof, or pursuant to any applicable Law which are necessary or useful for the conduct of the Business and the use of the Acquired Assets, as presently conducted and used.

"Permitted Liens" means Liens (a) for Taxes not yet delinquent or which are being contested in good faith by appropriate proceedings and, in either case, to the extent reserved on the books and records of the applicable Seller, (b) with respect to leased or licensed personal property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assumed Contract, and (c) with respect to Capital Leases for an aggregate amount of Indebtedness not to exceed Ten Thousand Dollars ($10,000).

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Entity or any group or syndicate of any of the foregoing.

"Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or member of that individual's household, including a natural Person's social security number, tax identification number, driver's license number, credit card number, bank information, financial account number, persistent device identifier, and biometric information.

"Personal Property Taxes" means personal property Taxes of the Sellers to the extent they become allowed claims in the Sellers' Chapter 11 Cases under sections 503(b)(1)(B) or 507(a)(8)(B) of the Bankruptcy Code.

"Petition Date" has the meaning set forth in the recitals.

"Previously Omitted Contract" has the meaning set forth in Section 2.7(j).

"Purchase Price" has the meaning set forth in Section 2.6.

"Qualified Bid" means competing bids that are submitted by a qualified bidder in accordance with the Bidding Procedures and Bidding Procedures Order.

"Records" means the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, lists (including client and customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications,

creative materials, advertising and promotional materials, marketing plans, studies, reports, data, supplier and vendor lists, purchase orders, sales and purchase invoices, production reports, personnel and employment records, financial and accounting records and similar materials related to the Business, and specifically excluding Sellers' corporate minutes book and related corporate records and books, files and papers entirely not related to the Business; provided however, Sellers shall be permitted to retain copies of Records to the extent they relate to a business owned or operated by Affiliates.

"Registered" means issued by, registered with, renewed by or the subject of a pending application before any Governmental Entity or domain name registrar.

"Related Agreements" means the Bill of Sale, the Assignment and Assumption Agreement, the Intellectual Property Assignment and each other agreement, document or instrument executed or delivered by a Party in connection with the foregoing, this Agreement, the Sale Order or the transactions contemplated hereby or thereby.

"Related Party" means any officer, director, manager or equity holder of any Seller, or any member of the immediate family of the foregoing.

"Release" means the release, spill, emission, leaking, pumping, pouring, emptying, escaping, dumping, injection, deposit, disposal, discharge, dispersal, leaching or migrating of any Hazardous Material into the environment.

"Representative" of a Person means such Person's officers, directors, managers, employees, advisors, representatives (including its legal counsel, investment bankers and its accountants) and agents of such Person.

"Sale Motion" means that motion to be filed in the Sellers' Chapter 11 Cases requesting that the Bankruptcy Court (a) enter the Bidding Procedures Order and (b) enter the Sale Order at the final hearing on the Sale Motion, and approve all related transactions.

"Sale Order" means an order of the Bankruptcy Court entered in the Sellers' Chapter 11 Cases pursuant to sections 105, 363, and 365 of the Bankruptcy Code, approving this Agreement and the transactions contemplated hereby, in all respects as shall be reasonably satisfactory to the Sellers and the Buyer, (i) approving the sale and transfer of the Acquired Assets to the Buyer free and clear of all liens, claims and interests other than Permitted Liens, if any, pursuant to section 363(f) of the Bankruptcy Code; (ii) approving the assumption and assignment to the Buyer of the Assumed Contracts; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing a finding that the transactions contemplated by this Agreement are undertaken by the Sellers and the Buyer (solely in its capacity as such) at arm's length, without collusion, and finding that the Buyer is a good-faith Buyer entitled to the protections of section 363(m) of the Bankruptcy Code; (v) finding that due and adequate notice of the approval of the sale hearing and proposed Sale Order and an opportunity to be heard were provided to all Persons entitled thereto, including but not limited to, federal, state and local taxing and regulatory authorities; (vi) confirming that the Buyer is acquiring the Acquired Assets free and clear of all Liabilities, other than the Assumed Liabilities; (vii) assuring that the Buyer will not be subject to successor liability for any claims or causes of action of any kind or character against any Seller, whether

known or unknown, unless expressly assumed as an Assumed Liability pursuant to this Agreement; (vii) authorizing the Buyer to freely own and operate the Acquired Assets; (ix) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement; (x) providing that the provisions of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) are waived and there will be no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure; (xi) permitting the Buyer to waive, in its sole discretion, the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure; and (xii) granting related relief, which order shall be in all respects reasonably satisfactory to the Buyer.

"Seller" has the meaning set forth in the preamble.

"Sellers' Chapter 11 Cases" has the meaning set forth in the recitals.

"Service Provider" means any director, officer, full-time or part-time employee, independent contractors, independent consultants or temporary employees, of any Seller.

"Solutions" has the meaning set forth in the preamble.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or other persons performing similar functions with respect to such corporation) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director, managing member or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Successful Bidder" means the bidder who shall have submitted the highest or otherwise best bid at the conclusion of the Auction in accordance with the Bidding Procedures and Bidding Procedures Order.

"Tax" or "Taxes" means any net or gross income, net or gross receipts, net or gross proceeds, capital gains, capital stock, sales, use, user, leasing, lease, transfer, natural resources, premium, ad valorem, value added, franchise, profits, gaming, license, capital, withholding, payroll or other employment, estimated, goods and services, severance, excise, stamp, fuel, interest equalization, registration, recording, occupation, turnover, personal property (tangible and intangible), real property, unclaimed or abandoned property (whether or not treated as a tax under local Law), alternative or add-on, windfall or excess profits, environmental, social security, disability, unemployment or other tax or customs duties or amount imposed by (or otherwise payable to) any Governmental Entity, whether computed on a separate or consolidated, unitary or

combined basis or in any other manner, or any interest, any penalties, additions to tax or additional amounts assessed, imposed or otherwise due or payable under applicable Laws with respect to taxes or for the failure to timely file a correct Tax Return, in each case, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, and FinCEN Form 114.

"Transfer Tax" has the meaning set forth in Section 6.5.

"Transferred Employee" has the meaning set forth in Section 6.4(a).

"Transition Services Agreement" has the meaning set forth in Section 2.10(a)(iv).

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Delaware, or in any other state to the extent the law of such other state shall govern or apply to a specific asset or property of a Seller.

"WARN Act" means the United States Worker Adjustment and Retraining Notification Act, or any similar federal, state or local Law.

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of Acquired Assets. On the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing, the Buyer shall purchase, acquire, and accept from each Seller, and each Seller shall sell, transfer, assign, convey, and deliver to the Buyer (or its assignee pursuant to Section 9.4), all of such Seller's right, title and interest in and to all of the properties, rights, interests and other tangible and intangible assets of such Seller set forth on Exhibit A attached hereto, together with the Intellectual Property Assets, (collectively, the "Acquired Assets"), free and clear of all Liens (other than Permitted Liens set forth on Section 2.1 of the Disclosure Schedule), for the consideration specified in Section 2.6; provided, however, that the Acquired Assets shall not include any Excluded Assets.

Section 2.2 Excluded Assets. Nothing contained herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Buyer, and the applicable Seller shall retain all of its right, title and interest to, in and under the Excluded Assets.

Section 2.3 Assumed Liabilities. On the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing (or, with respect to assumed liabilities under Assumed Contracts or Assumed Permits that are assumed by the Buyer after the Closing, such later date of assumption as provided in Sections 2.6 or 2.7, as applicable), the Buyer shall assume and become responsible for the following Liabilities (collectively, the "Assumed Liabilities") and no other Liabilities, including the Excluded Liabilities, of any Seller, and from and after the Closing (or such later date of assumption as provided in Sections 2.6 or 2.7, as applicable), agrees to timely pay, honor and discharge, or cause to be timely paid, honored and discharged, all

Assumed Liabilities when due and in a timely manner in accordance with the terms thereof, and except for the Assumed Liabilities, the Buyer shall not be deemed to have assumed any other Liabilities of the Sellers, any of their Affiliates or any predecessors of the foregoing:

(a) all Liabilities arising after the Closing Date under the Assumed Contracts and the Assumed Permits included in the Acquired Assets that are incurred from the use of the Acquired Assets and conduct of the Business by the Buyer following the Closing Date;

(b) all Cure Amounts, pursuant to Section 2.7(f);

(c) all Liabilities for Taxes borne by the Buyer pursuant to Section 6.5;

(d) the Liabilities of the Sellers with respect to customer warranty claims of the Business for services provided or jobs completed prior to Closing;

(e) the Liabilities of the Sellers with respect to customer membership programs of the Business; and

(f) all accrued vacation and sick time of the Transferred Employees that remains unused or unpaid as of the Closing.

Section 2.4 Excluded Liabilities. Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that the Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of any Seller, whether existing at any time before or after the Closing Date or arising thereafter, other than the Assumed Liabilities (all such Liabilities that the Buyer is not assuming being referred to collectively as the "Excluded Liabilities"). Without limiting the foregoing, the Buyer shall not be obligated to assume, does not assume and hereby disclaims all the Excluded Liabilities, including the following Liabilities of any Seller whether incurred or accrued at any time before or after the Closing Date:

(a) (i) all Taxes of any Seller or any of its Affiliates, including Taxes imposed on any Seller under Treasury Regulations Section 1.1502-6 and similar provisions of state, local or foreign Tax Law or otherwise and (ii) all Liabilities for Taxes relating to the Business, Acquired Assets or Transferred Employees for all Taxable periods (or portions thereof) ending on or prior to the Closing Date (including, for the avoidance of doubt, any payroll or other employment Taxes deferred by any Seller pursuant to Section 2302 of the CARES Act which shall be treated as a Tax for the pre-Closing Date period), regardless of when assessed;

(b) all Liabilities of the Sellers for fees, costs and expenses incurred in connection with Sellers' Chapter 11 Cases or negotiating, preparing, closing and carrying out this Agreement and the transactions contemplated hereby, including (i) any fees and expenses of attorneys, investment bankers, finders, brokers, accountants and consultants and (ii) any fees, costs and expenses or payments related to any transaction bonus, discretionary bonus, change-of-control payment, retention or other compensatory payments made to any Service Provider (including the employer portion of any payroll, social security, unemployment or similar Taxes related thereto);

(c) all Personal Property Taxes;

(d) all Liabilities of any Seller in respect of Indebtedness (except to the extent of any Cure Amounts under any Assumed Contracts);

(e) all Liabilities arising in connection with any violation of any applicable Law relating to the period prior to the Closing Date by any Seller, including any Environmental, Health and Safety Requirements and the items set forth on Section 3.8 of the Disclosure Schedule;

(f) all litigation claims and any other Liabilities, including any tort claims, breach of contract claims, employment claims and discrimination claims, which are not Assumed Liabilities, to the extent relating to Claims (including Claims instituted after the Closing Date), events or conditions arising out of or relating in any way to the conduct or operation of the Business or the ownership of the Acquired Assets prior to the Closing Date even if instituted after the Closing Date;

(g) All Liabilities arising out of, relating to or in connection with incidents or events occurring prior to the Closing Date by any Person employed by, or acting as an independent contractor on the property of or on behalf of, any Seller for payment, claims or benefits under workers' compensation Laws or any other Law;

(h) all Liabilities of Sellers with respect to, or relating to or arising out of the employment, service or termination of employment or service of Service Providers of any Seller (except to the extent assumed pursuant to Section 2.3(f));

(i) all Liabilities arising in connection with or in any way relating to any Seller (or any predecessor or any prior owner of all or part of their business and assets), any property now or previously owned, leased or operated by any Seller or the Acquired Assets or any activities or operations occurring or conducted at any real property used or held for use by any Seller (including offsite disposal), which (i) arise under or relate to any Environmental, Health and Safety Requirements and (ii) relate to actions occurring or conditions existing on or prior to the Closing Date;

(j) all Liabilities arising out of or related to any Excluded Asset;

(k) all Liabilities to any (i) owner or former owner of capital stock or other equity interests of any Seller, (ii) current or former officer or director of any Seller, or (iii) any Subsidiary of the Sellers, in each case in their capacity as such;

(l) all other Liabilities that are not Assumed Liabilities, including all Liabilities arising under or in connection with written or oral Contracts;

(m) all Liabilities of the Sellers constituting accounts payable incurred prior to the Closing Date, to the extent not included as a Cure Amount or otherwise expressly included as an Assumed Liability pursuant to Section 2.3;

(n) all Employee Benefit Plans, all Liabilities with respect to or in connection with any Employee Benefit Plan and all assets maintained pursuant to or in connection with any Employee Benefit Plan that is not an Assumed Employee Benefit Plan; and

(o) all other Liabilities of any Seller under this Agreement and the Related Agreements and the transactions contemplated hereby or thereby (excluding all the Assumed Liabilities).

Section 2.5 Deposit. Upon Buyer's execution of this Agreement, the Buyer shall remit to Citibank, N.A., acting as escrow agent (the "Escrow Agent"), an earnest money deposit in the amount of $5,590,000 to a non-interest-bearing account maintained by Seller (the "Deposit"), in respect of this Agreement, pursuant to an escrow agreement in substantially the form of Exhibit G attached hereto (the "Escrow Agreement"). The Escrow Agent shall hold the Deposit subject to the jurisdiction of the Bankruptcy Court. The Deposit shall be (i) applied to the Purchase Price as provided in Section 2.6 if the Closing occurs. The Deposit shall be returned to the Buyer by wire transfer in the form of immediately available funds if this Agreement is terminated for any reason other than by the Sellers pursuant to Section 8.1(c)(1) and Sellers do not at the time of such termination have a right to terminate this Agreement pursuant to Section 8.1(c)(1); provided, that notwithstanding anything to the contrary contained herein, in order for the Deposit not to be returned to the Buyer, the Sellers shall be required to provide the Buyer with a full ten (10) days after the receipt of written notice of such breach to cure any such breach; provided, further, that during such cure period, the Buyer shall not be permitted to terminate this Agreement pursuant to Section 8.1(b) and any termination under Section 8.1(d) shall not be effective until expiry of such cure period. If the Sellers terminate this Agreement pursuant to Section 8.1(c)(1) or this Agreement is terminated for any reason other than pursuant to Section 8.1(c)(1) and at such time the Sellers have the right to terminate pursuant to Section 8.1(c)(1), the Deposit shall be returned to Sellers in accordance with Section 8.6.

Section 2.6 Consideration. The aggregate consideration for the sale and transfer of the Acquired Assets to the Buyer (the "Purchase Price") shall be (i) $55,900,000 in cash minus (ii) the Deposit plus (iii) the assumption of Assumed Liabilities (including Cure Amounts) minus (iv) the Excess Cure Amounts plus (v) the Customer Membership Liabilities Reduction. Not later than two (2) Business Days following the entry of the Bidding Procedures Order, the Buyer will confirm the then current dollar amount of the Purchase Price in writing to the Sellers, which amount shall be subject to an upward adjustment by the Buyer prior to Closing or such other upward or downward adjustment as provided herein.

Section 2.7 Assumption and Assignment of Contracts, Leases, Employee Benefit Plans and Permits.

(a) The Sale Order shall provide for the assumption by the applicable Seller, and the assignment to the extent legally capable of being assigned by such Seller to the Buyer, of the Assumed Contracts on the terms and conditions set forth in the remainder of this Section 2.7.

(b) At the Buyer's request, the applicable Seller shall reasonably cooperate from the date hereof forward with the Buyer as reasonably requested by the Buyer (i) to

allow the Buyer to enter into an amendment of any Contract or Lease upon assignment to the Buyer of such Contract or Lease (and such Seller shall reasonably cooperate with the Buyer to the extent reasonably requested with the Buyer in negotiations with the applicable non-debtor counterparties and/or landlords), or (ii) provided that either (A) the Buyer has been designated as the Successful Bidder at the Auction or that (B) the Buyer has been designated as the Back-Up Bidder at the Auction and the Successful Bidder has terminated its offer, to otherwise amend any Contract or Lease to the extent such amendments would not adversely affect such Seller in a material manner unless the Buyer indemnifies such Seller; provided that such Seller shall not be required to enter into any such amendment if such amendment would result in an assumption by such Seller of such Contract or Lease, unless such Contract or Lease will be assigned to (and Liabilities associated therewith assumed by) the Buyer at the time of such assumption or contemporaneously therewith. The Buyer shall compensate the Sellers for any reasonable, out-of-pocket, non-fixed costs with respect to the foregoing.

(c) Section 2.7(c)(i) of the Disclosure Schedule sets forth a true, correct, and complete list of all Contracts and Leases to which any Seller is a party with respect to the Business. Section 2.7(c)(ii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Sellers' Employee Benefit Plans. Section 2.7(c)(iii) of the Disclosure schedule sets forth a true, correct, and complete list of all of the Assumable Permits with respect to the Business. The proposed Cure Amounts in respect of each Contract are also set forth in Section 2.7(c)(i) of the Disclosure Schedule. The Buyer has advised the Sellers that it may want the Sellers to assume and assign certain of the Contracts and Leases set forth in Section 2.7(c)(i) of the Disclosure Schedule, Employee Benefit Plans set forth in Section 2.7(c)(ii)(A) of the Disclosure Schedule ("Assumed Employee Benefit Plan") and Assumable Permits set forth in Section 2.7(c)(iii) of the Disclosure Schedule, in each case, under section 365 of the Bankruptcy Code. The inclusion of any Contract or Lease on Section 2.7(c)(i) of the Disclosure Schedule, Assumed Employee Benefit Plan on Section 2.7(c)(ii)(A) of the Disclosure Schedule ("Assumed Employee Benefit Schedule") or Assumable Permit on Section 2.7(c)(iii) of the Disclosure Schedule does not constitute an admission that a particular contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract, Lease, Employee Benefit Plan or Assumable Permit will ultimately be assumed. All rights of the Buyer with respect thereto are reserved. The Buyer shall, no later than seven (7) days prior to the earlier of (i) a scheduled Auction or, (ii) in the event no Auction is held, prior to the hearing scheduled to consider entry of the Sale Order, identify in writing to the Sellers the Contracts, Leases, Employee Benefit Plans and Assumable Permits that the Buyer has decided will be (x) Assumed Contracts by putting such agreements onto a contract and cure schedule (the "Contract and Cure Schedule"), will be Assumed Employee Benefit Plans by putting such Assumed Employee Benefit Plans on the "Assumed Employee Benefit Plan Schedule" or will be Assumed Permits by putting such Assumable Permits on the "Assumed Permit Schedule," which may be modified from time to time as set forth herein or (y) included as Designated Contracts. Notwithstanding the foregoing, subject to its other rights in this Section 2.7, if either (A) the Buyer has been designated as the Successful Bidder at the Auction or (B) if the Buyer has been designated as the Back-Up Bidder at the Auction and the Successful Bidder has terminated its offer, then in the case of clause (A), no later than ten (10) days from entry

of the Sale Order and in the case of Clause (B), no later than ten (10) days from notice thereof (the "Opt Out Deadline"), the Buyer may add or remove any Contract, Lease, Employee Benefit Plan or Assumable Permit to or from the Contract and Cure Schedule, Assumed Employee Benefit Plan Schedule or Assumed Permit Schedule, as applicable, in each case as may have been amended prior thereto by the Buyer in accordance with this clause (c), and, in the case of any Contract or Lease that is removed from the Contract and Cure Schedule, Employee Benefit Plan that is removed from the Assumed Employee Benefit Plan Schedule or Assumable Permit that is removed from the Assumed Permit Schedule, as applicable, either advise the applicable Seller it has no objection to the Seller rejecting such Contract, Lease, Employee Benefit Plan or Assumable Permit or with respect to any Contract, Lease, Employee Benefit Plan Assumable Permit put such Contract, Lease, Employee Benefit Plan or Assumable Permit on Exhibit H as a Designated Contract, in each case by providing notice thereof to the Sellers along with a further modified Contract and Cure Schedule, Assumed Employee Benefit Plan Schedule or Assumed Permit Schedule, as applicable. The final Contract and Cure Schedule, as modified by any such designations, removals, or as otherwise provided in Section 2.8, is referred to as the "Closing Assumed Contract List." The final Assumed Employee Benefit Plan Schedule, as modified by any such designations, removals, or as otherwise provided in Section 2.8, is referred to as the "Closing Assumed Employee Benefit Plan List." The final Assumed Permit Schedule, as modified by any such designations, removals, or as otherwise provided in Section 2.8, is referred to as the "Closing Assumed Permit List." For the avoidance of doubt, if the Buyer is designated as the Successful Bidder at the Auction or if the Buyer is designated as the Back-Up Bidder at the Auction and the Successful Bidder has terminated its offer, at any time and from time to time prior to the Opt Out Deadline, the Buyer shall have the right, in its sole and absolute discretion, to designate a Contract, Lease, Employee Benefit Plan or Assumable Permit for exclusion and rejection by delivering written notice to the Sellers along with (x) a modified Contract and Cure Schedule (and all such Contracts and Leases shall be Excluded Assets and all Liabilities arising under or in connection with such Contracts shall be Excluded Liabilities), (y) a modified Assumed Employee Benefit Plan Schedule (and all such Employee Benefit Plans shall be Excluded Assets and all Liabilities arising under or in connection such Employee Benefit Plans shall be Excluded Liabilities) or (z) a modified Assumed Permit Schedule (and all such Assumable Permits shall be Excluded Assets and all Liabilities arising under or in connection with such Assumable Permits shall be Excluded Liabilities), without the necessity of providing prior notice to any non-debtor counterparty to any such Contract, Lease, Employee Benefit Plan or Assumable Permit.

(d) Unless the Bankruptcy Court orders otherwise, each Contract and Lease included on the Closing Assumed Contract List, Assumed Employee Benefit Plan included on the Closing Assumed Employee Benefit Plan List and Assumable Permit included on the Closing Assumed Permit List will be deemed to have been assigned to the Buyer and become an Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit, as applicable, on the date (the "Assumption Effective Date") that is the later of: (i) the Closing Date, or (ii) contemporaneously with the resolution of any objections to the assumption and assignment of such Contract or Lease (or to a proposed Cure Amount), Assumed Employee Benefit Plan or Assumable Permit.

(e) As part of the Sale Motion (or as necessary in one or more separate motions), the Sellers shall request that, by virtue of the Sellers prior notice of their intent to assume and assign any Contract, Lease, Employee Benefit Plan or Assumable Permit, which notice shall be provided pursuant to the terms set forth in the Bidding Procedures Order, the Bankruptcy Court shall deem (by way of the Bidding Procedures Order or such other order of the Bankruptcy Court) any non-debtor party to such Contract, Lease, Employee Benefit Plan or Assumable Permit that does not file an objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract, Lease, Employee Benefit Plan or Assumable Permit by the relevant Seller and assignment to the Buyer. For the avoidance of doubt, the Sellers may reject any Contract and Lease that is not an Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit.

(f) In connection with the assumption and assignment to the Buyer of any Assumed Contract, the cure amounts, as agreed among the applicable non-debtor counterparty, the Sellers and the Buyer, or as determined by the Bankruptcy Court, if any necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Contracts, including any amounts payable to any landlord under any Lease that is an Assumed Contract, in each that relates to the period prior to the Assumption Effective Date (such amounts, the "Cure Amounts"), shall be paid by the Buyer, on or prior to the Assumption Effective Date and not by any Seller and no Seller shall have liability therefor, and the Cure Amounts paid by the Buyer shall not reduce, directly or indirectly, any consideration received by the Sellers hereunder (other than the Excess Cure Amounts as provided in Section 2.6).

(g) The Sellers shall use their commercially reasonable best efforts to obtain an order of the Bankruptcy Court (including the Sale Order) to assign the Assumed Contracts to the Buyer (the "Assumption Approval") on the terms set forth in this Section 2.7. In the event the Sellers are unable to assign any such Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit to the Buyer pursuant to an order of the Bankruptcy Court for any reason, including that the Consent of Governmental Entity or third party is necessary to assume and assign such Assumed Contracts to the Buyer to the extent disclosed on Section 3.3(a) of the Disclosure Schedule (the "Necessary Consents") and such Necessary Consent has not yet been obtained, then the Parties shall use their commercially reasonable best efforts until the earlier of the effective date of any Chapter 11 plan confirmed in the Sellers' Chapter 11 Cases or the ninetieth (90^{th}) day after the Closing Date (the "Consent Deadline") to obtain, and to cooperate in obtaining, all Consents from Governmental Entities and third parties necessary to assume and assign such Contract, Lease, Assumed Employee Benefit Plan or Assumable Permit to the Buyer, including, in the case of the Sellers, paying any applicable Cure Amounts.

(h) To the extent that any Consent that is required to assign to the Buyer any Contract or Lease is not obtained by the Closing Date, the applicable Seller shall, with respect to each such Contract or Lease, from and after the Closing and until the earliest to occur of (x) the effective date of any Chapter 11 plan confirmed in the Sellers' Chapter 11 Cases, (y) the date on which such applicable Consent is obtained (which Consents the Parties shall use their commercially reasonable best efforts, and cooperate with each other,

to obtain promptly), and (z) the Consent Deadline, use commercially reasonable best efforts to (i) provide to the Buyer the benefits under such Contract or Lease Contract, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract or Lease in trust for the Buyer pending receipt of the required Consent) designed to provide such benefits to the Buyer, and (iii) use its commercially reasonable best efforts to enforce for the account of the Buyer any rights of the applicable Seller under such Contract or Lease (including the right to elect to terminate such Contract or Lease Contract in accordance with the terms thereof upon the written direction of the Buyer). The Buyer shall reasonably cooperate with the applicable Seller in order to enable the applicable Seller to provide to the Buyer the benefits contemplated by this Section 2.7(h). The Buyer shall compensate the Sellers for any reasonable, out-of-pocket, non-fixed costs with respect to any Assumed Contract for which a Necessary Consent has not been obtained until such time as such Assumed Contract is either (a) assumed by the applicable Seller and assigned to the Buyer or (b) rejected by the applicable Seller.

(i) Notwithstanding the foregoing, a Contract or Lease shall not be an Assumed Contract hereunder and shall not be assigned to, or assumed by, the Buyer to the extent that such Contract or Lease (i) is rejected by the applicable Seller or validly terminated by the applicable Seller in accordance with the terms hereof or by the other party thereto, or terminates or expires by its terms, on or prior to the Closing Date and is not continued or otherwise extended upon assumption, or (ii) requires a Consent of any Governmental Entity or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to the Buyer of such Seller's rights under such Contract, and no such Consent has been obtained prior to the effective date of any Chapter 11 plan confirmed in the Sellers' Chapter 11 Cases. In addition, a Permit shall not be assigned to, or assumed by, the Buyer to the extent that such Permit requires a Consent of any Governmental Entity or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to the Buyer of the applicable Seller's rights under such Permit, and no such Consent has been obtained prior to the Closing or such later date as may be agreed among the applicable Seller and the Buyer (and all costs and expenses associated with such extension shall be borne by the Buyer).

(j) If prior to the Closing, it is discovered that a Contract should have been listed on Section 2.7(c) of the Disclosure Schedule but was not so listed (any such Contract, a "Previously Omitted Contract"), the Sellers shall, promptly following the discovery thereof (but in no event later than five (5) Business Days following the discovery thereof), notify the Buyer in writing of such Previously Omitted Contract and provide the Buyer with a copy of such Previously Omitted Contract and the Cure Amount (if any) in respect thereof. The Buyer shall thereafter deliver written notice to the Sellers, no later than five (5) Business Days following such notice of such Previously Omitted Contract from the Sellers, if the Buyer elects to so include such Previously Omitted Contract on the Contract & Cure Schedule.

(k) If the Buyer includes a Previously Omitted Contract on the Contract & Cure Schedule in accordance with Section 2.7(j), the applicable Seller shall file and serve a notice on the contract counterparties to such Previously Omitted Contract notifying such counterparties of such Seller's intention to assume and assign to the Buyer such Previously

Omitted Contract, including the proposed Cure Amount (if any). Such notice shall provide such contract counterparties pursuant to the procedures set forth in the Bidding Procedures Order, with an opportunity to object, in writing, to the Sellers and the Buyer to the assumption of its Contract or Lease. If such counterparties, the Sellers and the Buyer are unable to reach a consensual resolution with respect to the objection, the Sellers shall seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such Previously Omitted Contract. If no objection is timely served on the Sellers and the Buyer, then such Previously Omitted Contract shall be deemed assumed by such Seller and assigned to the Buyer pursuant to the Sale Order. The Sellers and the Buyer shall execute, acknowledge and deliver such other instruments and use commercially reasonable best efforts as are reasonably practicable for the Buyer to assume the rights and obligations under such Previously Omitted Contract.

Section 2.8 The Designated Contracts shall not be deemed to be Assumed Contracts, Assumed Leases or Assumed Employee Benefit Plans hereunder, but Solutions shall not assume or reject such Designated Contracts at the Closing, and with respect to certain Designated Contracts specified on Exhibit H, up to a period of twenty (20) days thereafter. In accordance with the terms of the Transition Services Agreement, Solutions shall provide to the Buyer the benefits under certain Designated Contracts as set forth in the Transition Services Agreement and cooperate in any reasonable and lawful arrangement designed to provide such benefits to the Buyer for a period of twenty (20) days following the Closing, including using commercially reasonably efforts to assist with introductions and facilitating negotiations with the counterparties to the Designated Contracts. If during such twenty (20) day period, Buyer is not able to successfully enter into an agreement with Enterprise FM Trust for the vehicles utilized in the Business, then for a period of ten (10) days thereafter, Sellers shall use commercially reasonable best efforts to assist Buyer in the transition of equipment from vehicles used in the Business to, at the Buyer's discretion, either storage, or new vehicles acquired by Buyer.

Section 2.9 Closing. The Parties agree that the closing of the purchase and sale of the Acquired Assets pursuant to this Agreement (the "Closing") shall take place at 10:00 a.m. (prevailing Eastern time) as promptly as practicable, and in any event on the date that is the second (2nd) Business Day after the date on which all conditions to the obligations of the Sellers and the Buyer to consummate the transactions contemplated hereby set forth in Article VII have been satisfied or waived (other than conditions with respect to actions that either or both the Sellers and the Buyer will take at the Closing itself, but subject to the satisfaction or waiver (by the Party entitled to waive such condition) of those conditions), or at such other time or on such other date as shall be mutually agreed upon by the Sellers and the Buyer prior thereto (the "Closing Date"); provided, however, the Closing shall occur prior to the End Date. The Closing shall take place by exchanging documents via facsimile, DocuSign, e-mail, portable document format or other electronic means, or overnight courier or at such other location as agreed to by the Parties. The date and time on and at which the Closing actually occurs is referred to in this Agreement as the "Closing Date."

Section 2.10 Deliveries at Closing.

(a) At the Closing, the Sellers shall deliver to the Buyer the following documents and other items, duly executed by the Sellers, as applicable:

(i) the Acquired Assets;

(ii) a Bill of Sale substantially in the form of Exhibit B attached hereto (the "Bill of Sale");

(iii) an Assignment and Assumption Agreement substantially in the form of Exhibit C attached hereto (the "Assignment and Assumption Agreement");

(iv) an Intellectual Property Assignment substantially in the form of Exhibit D attached hereto together with any short-form assignments requested by the Buyer for recordation with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other Governmental Entity or domain name registrar (collectively, the "Intellectual Property Assignment");

(v) one or more Transition Services Agreements, in the form attached hereto as Exhibit F, in all respects reasonably satisfactory to the Buyer and the applicable Sellers (each a "Transition Services Agreement");

(vi) a certificate signed by an authorized officer of each Seller to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) is satisfied in accordance with the terms thereof;

(vii) from each Seller, a duly completed and executed Internal Revenue Service Form W-9 certifying that such Seller is a "U.S. person" and is not subject to United States backup withholding;

(viii) a certified copy of the Sale Order, which order has not been reversed or modified on appeal or, if any such appeal is pending, such order shall not have been stayed; and

(ix) all other documents, certificates, instruments or writings reasonably requested by the Buyer in connection herewith necessary to transfer the Acquired Assets to the Buyer.

(b) At the Closing, the Buyer shall deliver to the Sellers, the following documents, consideration and other items, duly executed by the Buyer, as applicable:

(i) the Purchase Price;

(ii) the Assignment and Assumption Agreement;

(iii) the Intellectual Property Assignment;

(iv) any Transition Services Agreement(s);

(v) a certificate to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) is satisfied in accordance with the terms thereof; and

(vi) a copy of the Buyer's certificate of incorporation, certificate of formation or other formation document certified as of a date on or soon before the Closing Date by the Secretary of State (or comparable governmental officer) of the respective jurisdictions of the Buyer's incorporation or organization.

Section 2.11 Allocation. As soon as reasonably practicable and in no event later than sixty (60) days after the Closing Date, the Buyer shall provide the Sellers with a draft allocation of the Purchase Price for federal income tax purposes, including any liabilities properly included therein among the Acquired Assets and the agreements provided for herein, for federal, state and local income tax purposes (the "Initial Allocation"). Within forty-five (45) days of the receipt of the Initial Allocation, the Sellers may deliver a written notice (the "Allocation Objection Notice") to the Buyer, setting forth in reasonable detail those items in the Initial Allocation that the Sellers dispute, if any. The Sellers may make reasonable inquiries of the Buyer and its accountants and Service Providers relating to the Initial Allocation, and the Buyer shall use reasonable efforts to cause any such accountants and Service Providers to cooperate with, and provide such requested information to, the Sellers in a timely manner. If prior to the conclusion of such forty-five (45)-day period, the Sellers notify the Buyer in writing that they will not provide any Allocation Objection Notice or if the Sellers do not deliver an Allocation Objection Notice within such forty-five (45)-day period, then the Buyer's proposed Initial Allocation shall be deemed final, conclusive and binding upon each of the Parties. Within thirty (30) days of the Sellers' delivery of the Allocation Objection Notice, the Sellers and the Buyer shall attempt to resolve in good faith any disputed items, and failing such resolution, the unresolved disputed items shall be referred for final binding resolution to a mutually agreeable accounting firm (the "Arbitrating Accountant"). The fees and expenses of the Arbitrating Accountant shall be paid fifty percent (50%) by the Buyer and fifty percent (50%) by the Sellers. Such determination by the Arbitrating Accountant shall be (i) in writing, (ii) furnished to the Buyer and the Sellers as soon as practicable (and in no event later than thirty (30) days after the items in dispute have been referred to the Arbitrating Accountant), (iii) made in accordance with the principles set forth in this Section 2.11, (iv) shall not assign a value to any disputed matter greater than the greatest value for such matter proposed by either party or less than the smallest value proposed for such matter by either party and (v) non-appealable and incontestable by the Buyer and the Sellers. As used herein, the "Allocation" means the allocation of the Purchase Price, the Assumed Liabilities and other related items among the Acquired Assets and the agreements provided for herein as finally agreed between the Buyer and the Sellers or ultimately determined by the Arbitrating Accountant, as applicable, in accordance with this Section 2.11. The Allocation shall be prepared in accordance with IRC Section 1060 and the treasury regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate). The Buyer and the Sellers shall each report the federal, state and local income and other Tax consequences of the transactions contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under IRC Section 1060 (or any successor form or successor provision of any future Tax Law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable Law. The Sellers shall provide the Buyer

and the Buyer shall provide the Sellers with a copy of any information required to be furnished to the Secretary of the Treasury under IRC Section 1060.

Section 2.12 Proration of Taxes and Other Items. Except as otherwise provided in this Agreement with respect to Tax items allocable to a particular Party, to the extent that any of the items listed below in this Section 2.12 are paid by the Sellers prior to the Closing or are payable by the Buyer or the Sellers after the Closing Date, such items shall be apportioned as of the Closing Date such that (i) the Sellers shall be liable for (and shall reimburse the Buyer to the extent that the Buyer shall pay) that portion of such of the foregoing relating or attributable to periods prior to the Closing Date; and (ii) the Buyer shall be liable (and shall reimburse the Sellers, to the extent the Sellers shall have paid) that portion of the foregoing relating or attributable to periods on or after the Closing Date. Should any amounts to be prorated not have been finally determined on the Closing Date, a mutually satisfactory estimate of such amounts made on the basis of the Sellers' records shall be used as a basis for settlement at the Closing, and the amount finally determined will be prorated as of the Closing Date and appropriate settlement made as soon as practicable after such final determination, with final settlement to be made no later than sixty (60) days after the Closing Date. The items to be prorated in accordance with this Section 2.12 shall include, only the following: (a) personal property, real estate, retail sales, occupancy and use Taxes, if any, on or with respect to the Business, the Acquired Assets and/or the Assumed Liabilities, except to the extent the date of the assessment of such Taxes falls before the Closing Date, in which case such Taxes shall be Excluded Liabilities; (b) payroll amounts and related Taxes during the payroll period that includes the Closing Date with respect to the Transferred Employees that remains unpaid as of the Closing (the "Unpaid Employee Amounts"); (c) lease payments under any Assumed Contract that is a Lease for the month in which the Closing occurs; and (d) insurance premiums of any policies acquired by the Buyer at the Closing. The Sellers and the Buyer agree to furnish each other with such documents and other records as each Party reasonably requests in order to confirm all adjustment and proration calculations made pursuant to this Section 2.12; provided that subject to the Sellers' compliance with this Section 2.12, the Buyer shall be responsible for and pay all Unpaid Employee Amounts.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLERS.

The Sellers represent and warrant to the Buyer that except as set forth in the disclosure schedule accompanying this Agreement as of the date hereof and as of Closing (the "Disclosure Schedule"):

Section 3.1 Organization of Each Seller; Good Standing.

(a) Each Seller is a limited liability company or corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation or incorporation.

(b) Each Seller has all requisite limited liability company or corporate power and authority to own, lease and operate its assets and to carry on the Business as currently conducted.

(c) Each Seller is duly authorized to do business and is in good standing as a foreign limited liability company or corporation in each jurisdiction where the ownership or operation of the Acquired Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not, individually or in the aggregate, have a Material Adverse Effect.

(d) Except as set forth on Section 3.1(d) of the Disclosure Schedule, such Seller has no Subsidiaries. Except as set forth on Section 3.1(d) of the Disclosure Schedule, all outstanding equity interests of each Subsidiary of such Seller are held of record by such Seller and beneficially owned by such Seller, all outstanding equity interests of each Subsidiary, if any, of such Seller have been duly authorized and are fully paid and non-assessable. There are no outstanding or authorized, and there is no obligation of any Subsidiary of such Seller to issue or grant, any options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, preemptive rights, redemption rights, repurchase rights, rights of first refusal or other rights, or Contracts that could require any Subsidiary of such Seller to issue, sell or otherwise cause to become outstanding or that otherwise relate to the equity interests of any Subsidiary of such Seller or to redeem or otherwise acquire any of its outstanding equity interests, or obligate any Subsidiary of such Seller to grant, extend or enter into any such agreements.

Section 3.2 Authorization of Transaction. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing:

(a) Such Seller has all requisite limited liability company or corporate power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and all Related Agreements to which such Seller is a party have been duly authorized by such Seller, and no other limited liability company or corporate action on the part of such Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the transactions contemplated hereby or thereby; and

(b) This Agreement has been duly and validly executed and delivered by such Seller, and, upon execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which such Seller is a party will have been duly and validly executed and delivered by such Seller. Subject to the approval of the Bankruptcy Court, this Agreement constitutes the valid and legally binding obligations of such Seller, enforceable against such Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Subject to the approval of the Bankruptcy Court, each Related Agreement to which such Seller is a party, when executed and delivered, constitutes or will constitute the valid and legally binding obligations of such Seller, as applicable, enforceable against such Seller in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Consents and Approvals.

(a) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) conflict with or result in a breach of the certificate of incorporation, certificate of formation, limited liability company agreement, by-laws or other organizational documents of such Seller, (ii) materially violate any Law to which such Seller is, or its respective assets or properties are, subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any Contract to which such Seller is a party or by which it is bound or to which any of the Acquired Assets is subject, except as set forth on Section 3.3(a) of the Disclosure Schedule and in the case of clause (iii), for such violations, conflicts, breaches, defaults, accelerations, rights or failures to give notice that are not material to the Business, taken as a whole.

(b) Each Seller has complied in all material respects with all applicable Laws and Governmental Approvals in connection with the execution, delivery and performance of this Agreement, the Related Agreements and the transactions contemplated hereby and thereby. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing and except as set forth on Section 3.3(b) of the Disclosure Schedule, no Consent, notice or filing is required to be obtained by such Seller from, or to be given by such Seller to, or made by such Seller with, any Governmental Entity in connection with the execution, delivery and performance by such Seller of this Agreement or any Related Agreement. Subject to the Sale Order having been entered and still being in effect (and not subject to any stay pending appeal at the time of Closing) and except as set forth on Section 3.3(b) of the Disclosure Schedule, failure to obtain a Consent, notice or filing required to be obtained by such Seller from, or to be given by such Seller to, or made by such Seller with, any Person that is not a Governmental Entity in connection with the execution, delivery and performance by such Seller of this Agreement or any Related Agreement would not, individually, or in the aggregate, be material to the Business, taken as a whole.

Section 3.4 Title to Acquired Assets. Such Seller has good and valid title to, or, in the case of leased assets, has good and valid leasehold interests in, the Acquired Assets, and at the Closing will convey the Acquired Assets free and clear of all Liens (except for Permitted Liens).

Section 3.5 Contracts.

(a) Section 3.5(a) of the Disclosure Schedule sets forth a true, correct and complete list of all Material Contracts to which any Seller is a party and copies of all such Contracts and all other Contracts or instruments entered into or delivered in connection therewith, as amended through the date hereof, have been delivered to or made available to the Buyer. Section 3.5(a) of the Disclosure Schedule specifically identifies the following Contracts related to the Business to which such Seller is a party with respect to the Business

or by which the Business is bound (each item disclosed or required to be disclosed on Section 3.5(a) of the Disclosure Schedule, a "Material Contract"):

(i) any Contract for the lease of personal property to or from any Person providing for lease payments in excess of $35,000 per annum;

(ii) any Contract for the purchase or sale of equipment, supplies, products, goods on order, Inventory (as defined in the UCC) or other personal property, the performance of which will extend over a period of more than six months after the Closing Date or involves consideration in excess of $35,000 per annum;

(iii) any Contract, excluding any employment Contract, for services, including services performed by any Service Provider involving consideration in excess of $35,000 per annum;

(iv) any employment Contract providing for services performed by any Service Provider involving consideration in excess of $50,000 per annum;

(v) any Contract that is a collective bargaining agreement;

(vi) any licenses, sublicenses and security interests or Liens of Intellectual Property to or from any Person (other than licenses for commercially available, off-the-shelf, or click-wrap software);

(vii) any Contract prohibiting such Seller from freely engaging in any material business (other than pursuant to any radius restriction contained in any lease, reciprocal easement or development, construction, operating or similar agreement);

(viii) any Contract relating to Indebtedness;

(ix) any Contract (including the Leases) that involves the lease of real property or that obligates such Seller to purchase real property;

(x) any Contract granting to any Person an option or a first refusal, first-offer, or similar preferential right to purchase or acquire any of the Acquired Assets;

(xi) any Contract that creates or governs a partnership, joint venture, strategic alliance or similar arrangement; and

(xii) any Contract with any Related Party.

(b) Each Material Contract is valid and binding on the Seller party thereto in accordance with its terms and is in full force and effect. Except as set forth on Section 3.5 of the Disclosure Schedule, none of the Sellers or, to the Sellers' Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material

Contract. The Sellers have not made an assignment or transfer of any of their rights under any of the Material Contracts, except collateral assignments to secured lenders that are to be released at or prior to Closing. Sellers have provided Buyer with true, correct and complete copies (including all modifications thereof) of the Assumed Contracts.

Section 3.6 Legal Compliance. Such Seller is in compliance in all material respects with all Laws applicable to the Business or the Acquired Assets. In the past twelve (12) months, and to the Knowledge of the Sellers, in the past thirty six (36) months, no Seller has received any written notice of, the material violation of any applicable Laws. In the past thirty six (36) months, to the Knowledge of the Sellers, no event has occurred or circumstances exist that (with or without notice, passage of time or both) would constitute or result in a failure by Sellers to comply, in any material respect, with any applicable Law. No investigation in relation to any actual or alleged material violation of applicable Law by Sellers is pending, or to the Knowledge of the Sellers, threatened, nor in the past twelve (12) months have Sellers received any written notice from any Governmental Entity indicating an intention to conduct the same.

Section 3.7 Litigation. Except as set forth on Section 3.7 of the Disclosure Schedule, there currently is no, in the past twelve (12) months there has been no, and to the Knowledge of the Sellers in the past thirty six (36) months there has been no, Litigation pending or, to the Knowledge of the Sellers, threatened, before any Governmental Entity brought by or against such Seller, whether on an individual or a class-action basis, and including any investigations by any attorney general or similar office on behalf of any Governmental Entity, that, if adversely determined, would be material to the Business or materially impair such Seller's ability to consummate the transactions contemplated hereby or by the Related Agreements.

Section 3.8 Environmental, Health and Safety Matters.

(a) The Sellers are, for the past twelve (12) months have been, and to the Knowledge of the Sellers for the past thirty six (36) months have been, except as set forth on Section 3.8 of the Disclosure Schedule, in compliance with all applicable Environmental, Health and Safety Requirements with respect to the Leased Real Property, except in any such case where the failure to be in compliance would not have a Material Adverse Effect, and there are no material Liabilities under any Environmental, Health and Safety Requirements with respect to the Business.

(b) Except as set forth on Section 3.8 of the Disclosure Schedule, since January 1, 2020, such Seller has not received any written notice or report regarding any violation of Environmental, Health and Safety Requirements or any Liabilities relating to the Business or any Leased Real Property arising under Environmental, Health and Safety Requirements. There are no Decrees outstanding, or any Litigations pending or, to the Knowledge of the Sellers, threatened, relating to compliance with or Liability under any Environmental, Health and Safety Requirements affecting the Business or any Leased Real Property.

(c) Such Seller has made available to the Buyer such environmental reports, documents, studies, analyses, investigations, audits and reviews in such Seller's possession

as necessary to reasonably disclose to the Buyer any material environmental, health or safety liability known to such Seller with respect to the Leased Real Property.

Section 3.9 Employees and Employment Matters.

(a) Such Seller is not a party to or bound by any collective bargaining agreement covering the Transferred Employees, nor, for the past twelve (12) months or to the Knowledge of the Sellers, for the past thirty six (36) months, has any of them experienced any strike, walkout, work stoppage or other collective bargaining dispute with respect to the Business. There are no unfair labor practice proceedings, discrimination or civil rights complaints pending or, to the Knowledge of the Sellers, threatened in writing between the Sellers and any of the current or former Employees or any labor or other collective bargaining unit representing any current or former Employees that would reasonably be expected to result in any material Liability. Within the twelve (12) months prior to the date hereof, such Seller has not implemented any plant closings or layoffs (as such terms are defined under the WARN Act) of its current or former Employees. Except as set forth on Section 3.9(a) of the Disclosure Schedule, Seller is not a party to any pending, or, to the Knowledge of the Sellers, threatened employment-related matters, and is in material compliance with all employment Laws.

(b) Except as set forth on Section 3.9(b) of the Disclosure Schedule, there are no written employment contracts or severance agreements with any Transferred Employees.

(c) Section 3.9(c) of the Disclosure Schedule sets forth, as of the date hereof, an accurate census of the existing workforce including name, title, compensation, classification as exempt, non-exempt, remote status, direct employee, hire date, and leave status.

Section 3.10 Employee Benefit Plans.

(a) Section 3.10 of the Disclosure Schedule lists each material Employee Benefit Plan. With respect to each such Employee Benefit Plan:

(i) such plan, if intended to meet the requirements of a "qualified plan" under Section 401(a) of the IRC, has received a favorable determination letter from the United States Internal Revenue Service or may rely on a favorable opinion letter issued by the Unites States Internal Revenue Service; and

(ii) Such Seller has made available to the Buyer summaries of all such Employee Benefit Plans.

(b) Each Employee Benefit Plan has been established, funded, maintained and administered, in each case, in all material respects, in accordance with its terms and all applicable Laws. There is no material pending or, to the Knowledge of the Sellers, threatened, Litigation relating to the Employee Benefit Plans. Such Seller does not maintain, sponsor or contribute to, and has not maintained, sponsored or contributed to and does not have any Liability (contingent or otherwise) with respect to any of the following:

(i) any plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the IRC, (ii) any "multiemployer plan" (as defined in Section 3(37) of ERISA), (iii) any "multiple employer plan" (as defined in Section 413(c) of the IRC), or (iv) any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA).

Section 3.11 Leased Real Property. Section 3.11 of the Disclosure Schedule sets forth the address of each Leased Real Property, the lease commencement date, current expiration date, and a true and complete list of all Leases for such Leased Real Property. Such Seller has made available to the Buyer true and complete copies of such Leases. With respect to each of the Leases and the Leased Real Property:

(a) such Lease is legal, valid, binding, enforceable and in full force and effect against such Seller subject to proper authorization and execution of such Lease by the other party thereto and the application of any bankruptcy or other creditor's rights Laws;

(b) other than as set forth on Section 3.11 of the Disclosure Schedule, except as to the pendency of Sellers' Chapter 11 Cases, such Seller is not in breach or default under such Lease; and

(c) each portion of the buildings, structures and appurtenances, fixtures and building systems constituting any of the Leased Real Property (A) is in good operating condition (ordinary wear and tear excepted), (B) to the Knowledge of the Sellers, has received all certificates of occupancy, permits, licenses, authorizations and other approvals as required by applicable Laws and (C) has been maintained by the member of the Sellers' party thereto in all material respects in accordance with the applicable Leases, in each case, except as would not be material to the Sellers taken as a whole. There does not exist any pending or, to the Knowledge of the Sellers, threatened condemnation or eminent domain proceeding with respect to any of the Leased Real Property.

Section 3.12 Permits. Section 3.12 of the Disclosure Schedule contains a list of all material Permits (other than building/construction permits pulled by the Sellers with respect to individual jobs) that such Seller holds in connection with the operations of the Business and whether such Permits are Assumable Permits. All material Permits required for Sellers to conduct the Business as currently conducted by Sellers are valid and in full force and effect. For the past thirty six (36) months, to the Knowledge of the Sellers, they have not received notice that any event has occurred that, would reasonably be expected to result in the revocation, cancellation, adverse modification, suspension, lapse, limitation, or non-renewal of any Permit or Permits that, individually or in the aggregate, are material to the operation of the Business as currently conducted by the Sellers. Sellers are currently in compliance in all material respects, with all Permits that, individually or in the aggregate, are material to the operation of the Acquired Assets and the Business as currently conducted by the Sellers and have made all appropriate filings for issuance or renewal of all HVAC Licenses. No Litigation is pending or, to the Knowledge of the Sellers, threatened to terminate, revoke, limit, cancel, suspend or modify any Permit or Permits that, individually or in the aggregate, are material to the operation of the Acquired Assets and the Business as currently conducted by the Sellers, and Sellers have not received written notice from any Governmental Entity that (i) any such Permit will be revoked or not reissued on the same or similar terms, (ii) any application for any new Permit by Sellers or renewal of any Permit or

Permits that, individually or in the aggregate, are material to the operation of the Acquired Assets and the Business as currently conducted by the Sellers will be denied, or (iii) the Permit holder is in material violation of any Permit or Permits that, individually or in the aggregate, are material to the operation of the Acquired Assets and the Business as currently conducted by the Sellers.

Section 3.13 Insurance. Section 3.13 of the Disclosure Schedule contains a list of all material, primary, excess and umbrella insurance policies, bond and other forms of material insurance owned or held by or on behalf, or providing insurance coverage to the Business, such Seller and its operations, properties and assets (collectively, the "Insurance Policies"), excluding director and officer, fiduciary or executive liability policies. The term "Insurance Policies" does not include policies of insurance that fund or relate to any Employee Benefit Plan. To the Knowledge of the Sellers, all of the Insurance Policies are in full force and effect and no written notice of cancellation or termination has been received by the Sellers with respect to any of the Insurance Policies.

Section 3.14 Absence of Changes. Except as set forth on Section 3.14 of the Disclosure Schedule, except with respect to the Sellers' Chapter 11 Cases, since January 1, 2024, the Business has been conducted only in the Ordinary Course of Business, and there is no state of facts, change, event, effect, development, condition, circumstance or occurrence that has occurred or, to the Knowledge of the Sellers, been threatened that (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences) has had or is reasonably likely to have, a Material Adverse Effect.

Section 3.15 Intellectual Property. Section 3.15(a) of the Disclosure Schedule sets forth a true and complete list of all Intellectual Property owned by such Seller, or primarily used in the Business, that is an issued patent, registration or an application for a patent or registration; registered trademark; material unregistered trademark; domain name; and software owned by such Seller (collectively, Sellers' Intellectual Property is referred to herein as the "Intellectual Property Assets"). In addition, Section 3.15(b) of the Disclosure Schedule sets forth a true and complete list of all material Intellectual Property used by each such Seller (other than licenses for commercially available, off-the-shelf or click-wrap software). All Intellectual Property and all rights therein or associated therewith are valid and enforceable, and not subject to any security interest or Lien by any Person, except for any security interest or Lien disclosed in Section 3.5(a) of the Disclosure Schedule. The use and commercial exploitation of the Intellectual Property Assets has not infringed or otherwise violated, and does not infringe or otherwise violate, any Intellectual Property of any other Person and, to the Sellers' Knowledge, no Person is infringing or otherwise violating the Intellectual Property Assets of the Sellers.

Section 3.16 Data Privacy and Security.

(a) The Sellers own or have valid rights to access and use the Company IT Systems. The Company IT Systems (i) are adequate for, and operate and perform in all material respects as required in connection with, the operation of the business of the Sellers as currently conducted, and (ii) to the Knowledge of the Sellers, do not contain any viruses, worms, trojan horses, bugs, faults or other devices, errors, contaminants or effects that (A) could materially disrupt or adversely affect the functionality of any Company IT Systems,

except as disclosed in their documentation, or (B) permit any Person to access without authorization any Company IT Systems.

(b) The Sellers are in compliance in all material respects with all Data Protection Requirements applicable to the Business. To the Knowledge of Sellers, the transactions contemplated by this Agreement will not violate any privacy statements, contractual obligations of the Sellers, Data Protection Requirements, or other applicable Law. In the past three (3) years, the Sellers have not (i) experienced any actual, alleged, or suspected data breach, unauthorized access, or other security incident involving Personal Information in its possession or control or (ii) received any written notice of any audit, investigation, complaint, or other action by any Governmental Entity or other Person concerning the Seller's collection, use, processing, storage, transfer, or protection of Personal Information or actual, alleged, or suspected violation of any applicable Data Protection Requirement.

(c) None of the Seller's privacy statements or disclosures have been or are misleading or deceptive in any material respects. The Sellers are not subject to any Contract that would prevent the Sellers, Buyer, or any of their Affiliates from using any data or Personal Information in a manner consistent with any Data Protection Requirement, other Law, or industry standards regarding the collection, retention, use, or disclosure of such information. To the Knowledge of the Sellers, to the extent that data of any individual is held or controlled by the Sellers based on such individual's consent, the consent obtained and maintained by the Sellers meets all legal and contractual obligations such that, after the consummation of the transactions contemplated by this Agreement, the individuals' consent is legally valid with regard to Buyer and any of its Affiliates.

Section 3.17 Taxes. Each Seller has complied with all laws relating to Taxes in all material respects. Each Seller has timely filed all income and other material Tax Returns required to be filed by it and all such Tax Returns were true, correct and complete in all respects. All Taxes due and owing by the Sellers have been timely paid in full. Each Seller has properly withheld and timely remitted to proper taxing authority all Taxes (including sales Taxes) it is required to withhold from amounts owing to employees, equity owners, creditors, agents independent contractors, purchasers, non-residents, or otherwise. There are no Liens for Taxes (other than Liens for taxes not yet due and payable) on any of the Acquired Assets. There are no Tax audits, assessments or other actions in process or pending with respect to any Seller. No Seller has (i) received from any Governmental Entity any Tax ruling, administrative relief, technical advice or change of method of accounting relating to or affecting the Business, Acquired Assets or Transferred Employees or made any request therefor that is still pending or (ii) executed or entered into a closing agreement relating to or affecting the Business, Acquired Assets or Transferred Employees including pursuant to Section 7121 of the IRC or any predecessor provision thereof or any similar provision of any Law. No Seller has engaged in a reportable transaction as defined in Treasury Regulations Section 1.6011-4 or any "listed transaction" within the meaning of Section 6707A(c)(2) of the Code and Treasury Regulations Section 1.6011-4(b)(2). No Seller has received a written claim from a Governmental Entity in a jurisdiction in which it does not file a Tax Return that it may be subject to taxation by (or required to file a Tax Return in) that jurisdiction that has not yet been settled or otherwise resolved. No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency,

which waiver or extension is currently effective, nor has any Seller made any request in writing for any such extension or waiver that is currently outstanding.

Section 3.18 Broker. Except for Jefferies, LLC, all of whose fees and expenses will be borne solely by Sellers, there is, other than as set forth on Schedule 3.18 of the Disclosure Schedule hereto, no investment banker, broker, finder, financial advisor or other intermediary which has been retained by or is authorized to act on behalf of Sellers that might be entitled to any fee, commission or similar compensation in connection with the transactions contemplated by this Agreement.

Section 3.19 No Other Representations or Warranties. Except for the representations and warranties contained herein (as qualified, amended, supplemented and modified by the Disclosure Schedule), neither such Seller nor any other Person on behalf of such Seller makes (and the Buyer is not relying upon) any other express or implied representation or warranty with respect to such Seller, the Business, the Acquired Assets, the Assumed Liabilities or the transactions contemplated by this Agreement, and such Seller disclaims any other representations or warranties, whether made by such Seller, any other Seller, any Affiliate of any Seller or any of their respective officers, directors, employees, agents or Representatives. Except for the representations and warranties contained herein (as qualified, amended, supplemented and modified by the Disclosure Schedule), such Seller (i) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Acquired Assets (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose) and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyer or its Affiliates or Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyer by any director, officer, employee, agent, consultant or Representative of such Seller). The disclosure of any matter or item in the Disclosure Schedule shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Sellers as of the date hereof and as of the Closing as follows:

Section 4.1 Organization of the Buyer. The Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

Section 4.2 Authorization of Transaction.

(a) The Buyer has full power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder.

(b) The execution, delivery and performance of this Agreement and all other Related Agreements to which the Buyer is a party have been duly authorized by the Buyer, and no other corporate action on the part of the Buyer is necessary to authorize this Agreement or the Related Agreements to which it is a party or consummate the transactions contemplated hereby or thereby.

(c) This Agreement has been duly and validly executed and delivered by the Buyer, and, upon execution and delivery or the Related Agreements in accordance with the terms of this Agreement, each of the Related Agreements to which the Buyer is a party will have been duly and validly executed and delivered by the Buyer. Subject to the approval of the Bankruptcy Court, this Agreement constitutes a valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Subject to the approval of the Bankruptcy Court, each Related Agreement to which the Buyer is a party, when executed and delivered, constitutes or will constitute the valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with the respective terms and conditions or the Related Agreements, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 4.3 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will (i) conflict with or result in a breach of the certificate of incorporation, bylaws company agreement, or other organizational documents of the Buyer, (ii) subject to any consents required to be obtained from any Governmental Entity, violate any Law to which the Buyer is, or its assets or properties are subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract to which the Buyer is a party or by which it is bound, except, in the case of either clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements.

Section 4.4 Litigation. As of the date hereof, (i) the Buyer is not subject to any outstanding Decree and (ii) the Buyer is not a party or, to the Knowledge of the Buyer, received any credible, written threat that it will be made a party to any Litigation, in either case, which would be reasonably likely to materially prevent, restrict or delay the consummation of the transactions contemplated hereby or by any Related Agreement.

Section 4.5 Brokers' Fees. Neither the Buyer nor any of its Affiliates has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated to pay.

Section 4.6 Financial Capacity. The Buyer (a) will have at the Closing the resources (including sufficient funds available to pay the Purchase Price and any other expenses and

payments incurred by the Buyer in connection with the transactions contemplated by this Agreement) and capabilities (financial or otherwise) to perform its obligations hereunder, and (b) has not incurred any obligation, commitment, restriction or Liability of any kind, that would reasonably be expected to impair or adversely affect such resources and capabilities.

Section 4.7 Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, the Buyer acknowledges and agrees that the Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly set forth in this Agreement (as amended, supplemented and modified by the Disclosure Schedule), and the Buyer acknowledges and agrees that, except for the representations and warranties contained therein, the Acquired Assets and the Business are being transferred on a "where is" and, as to condition, "as is" basis. In entering into this Agreement, the Buyer is solely relying upon the Buyer's own due diligence investigation and examination of the Acquired Assets and the Assumed Liabilities and the express representations and warranties set forth in this Agreement. Any claims the Buyer or any of its Affiliates may have for breach of representation or warranty shall be based solely on the representations and warranties set forth in this Agreement (as amended, supplemented and modified by the Disclosure Schedule). The Buyer further represents that no Seller has made, and the Buyer is not relying upon, any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding any Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and no Seller will have or be subject to any liability to the Buyer resulting from the distribution to the Buyer or any of its Representatives or the Buyer's use of any such information. Notwithstanding anything to the contrary, nothing in this Section 4.7 shall be deemed to constitute a waiver by the Buyer of gross negligence, bad faith or willful misconduct on the part of any Seller or any Seller's Affiliates, Related Parties or Representatives.

Section 4.8 Adequate Assurances Regarding Executory Contracts. The Buyer as of the Closing will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

Section 4.9 Good Faith Purchaser. The Buyer is a "good faith" purchaser, as such term is used in the Bankruptcy Code and court decisions thereunder. The Buyer is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Acquired Assets. The Buyer has negotiated and entered into this Agreement in good faith and without collusion or fraud of any kind.

ARTICLE V
PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Certain Efforts; Cooperation. Subject to the Sellers' rights in connection with pursuing an Alternative Transaction pursuant to, and in accordance with, the Bidding Procedures Order, each of the Parties shall use commercially reasonable best efforts to obtain entry of the Bidding Procedures Order and Sale Order and to make effective the transactions contemplated by this Agreement on or prior to the End Date, except as otherwise provided in

Section 5.2 or as otherwise expressly provided in this Agreement. Without limiting the generality of the foregoing, each of the Parties shall use commercially reasonable best efforts not to take any action, or permit any of its Subsidiaries to take any action, to materially diminish the ability of any other Party to consummate, or materially delay any other Party's ability to consummate, the transactions contemplated hereby, including taking any action that is intended or would reasonably be expected to result in any of the conditions to any other Party's obligations to consummate the transactions contemplated hereby set forth in Article VII to not be satisfied.

Section 5.2 Notices and Consents. To the extent required by the Bankruptcy Code or the Bankruptcy Court, the Sellers shall give any notices to third parties, and the Sellers shall use commercially reasonable best efforts to obtain any third-party consents or sublicenses, in connection with the matters referred to in Section 5.2 of the Disclosure Schedule.

Section 5.3 Bankruptcy Actions.

(a) The Sellers shall use commercially reasonable best efforts to cause each of Bidding Procedures Order and Sale Order to be issued, entered and become a Final Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court.

(b) The Sellers shall provide appropriate notice of the hearings on the Bidding Procedures and Sale Motion, as is required by the Bankruptcy Code and the Bankruptcy Rules to all Persons entitled to notice, including all Persons that have asserted Liens in the Acquired Assets, all parties to Contracts and Leases and all Taxing and environmental authorities in jurisdictions applicable to any Seller. The Sellers shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court.

(c) Following entry of the Bidding Procedures Order, the Sellers shall serve a cure notice (the "Cure Notice") on all non-debtor counterparties to all Contracts and Leases and provide a copy of the same to the Buyer pursuant to the procedures approved in the Bidding Procedures Order. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Buyer as either assumed or rejected, and the timing and procedures relating to such designation, and, to the extent applicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the applicable Seller's good-faith estimates of the Cure Amounts required in connection with such Contract or Lease, (iv) the identity of the Buyer, and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure, and the procedures relating thereto.

(d) The Bidding Procedures Order shall be approved by the Bankruptcy Court on or before fifty (50) days following the Petition Date.

(e) Without limiting its other obligations under this Agreement, the Sellers shall promptly take such actions as are reasonably requested by the Buyer to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(f) Without limiting its other obligations under this Agreement, the Buyer shall promptly take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Sale Order, including a finding of adequate assurance of future performance by the Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(g) If an appeal is taken, or petition for certiorari or motion for rehearing or re-argument filed, or a stay pending appeal is requested from either the Bidding Procedures Order or the Sale Order, the Sellers will notify the Buyer of such appeal, petition, motion or stay request and the Sellers, with input from the Buyer, will take all reasonable steps to defend against such appeal, petition, motion or stay request.

Section 5.4 Conduct of Business. Except as may be (i) required by the Bankruptcy Court, the Bankruptcy Code, or applicable Law, or (ii) agreed to in writing by the Buyer, from the date hereof until the Closing, the Sellers shall:

(a) use commercially reasonable best efforts to (i) preserve their goodwill and relationships with employees, customers, and suppliers and (ii) purchase and maintain their inventory, supplies, insurance and spare parts in the Ordinary Course of Business;

(b) use commercially reasonable best efforts to operate the Business in the Ordinary Course of Business, including maintaining levels of insurance and performing maintenance and repairs, in each case, are required to comply with applicable Law;

(c) not implement any plant closings or layoffs (as such terms are defined under the WARN Act) of its Employees;

(d) not, without the prior written consent of the Buyer, which shall not be unreasonably withheld, conditioned or delayed, other than in connection with Sellers' Chapter 11 Cases, (1) enter into, modify or terminate any Assumed Contracts outside of the Ordinary Course of Business; (2) dispose of any material assets outside of the Ordinary Course of Business; or (3) other than as required by applicable Law or in the Ordinary Course of Business, (x) materially modify the compensation of any employees (other than retention bonuses, transaction expenses or other expenses paid to Sellers as part of the Purchase Price or as contemplated by any Employee Benefit Plan); (y) adopt any new benefit plans; (z) enter into, materially modify or terminate (other than for cause) written employment Contract; or (aa) engage in any affiliated transactions;

(e) pay all administrative claims in the Ordinary Course of Business;

(f) maintain in effect all material Permits;

(g) not amend their articles of incorporation, bylaws or other similar organizational documents (whether by merger, consolidation or otherwise) in a manner materially adverse to the Buyer;

(h) not split, combine or reclassify their shares of capital stock or membership interests or declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect thereof;

(i) not change their methods of accounting (including for Tax purposes), except as required by concurrent changes in GAAP;

(j) not file any amended Tax Returns, not make or change any material Tax elections;

(k) timely file all Tax Returns and pay all Taxes which are both incurred and due after the filing of the Sellers' Chapter 11 Cases as and when they become due (for the avoidance of doubt, Sellers shall have no obligation to pay any pre-petition claims unless payable pursuant to a Chapter 11 plan confirmed in the Sellers' Chapter 11 Cases);

(l) not waive or release any material right or claim of the Business (other than any right or claim to the extent relating to any Excluded Assets or Excluded Liabilities), other than in the Ordinary Course of Business or as otherwise secured through a court order;

(m) not incur or suffer to exist any indebtedness for borrowed money except any such indebtedness that is an Excluded Liability or as otherwise secured through a court order;

(n) not acquire, by merger or consolidation with, or by purchase of all or a substantial portion of the assets or stock of, or by any other manner, any business or entity, make any investment in any Person or enter into any joint venture, partnership or other similar arrangement for the conduct of the Business;

(o) not mortgage or pledge any of the Acquired Assets or subject any Acquired Assets to any Lien, other than Permitted Liens as otherwise secured through a court order; or

(p) not agree to take any of the foregoing actions or support any other Person to take any of the foregoing actions.

Section 5.5 Notice of Developments. From the date hereof until the Closing Date, the Sellers shall promptly disclose to the Buyer, on the one hand, and the Buyer shall promptly disclose to the Sellers, on the other hand, in writing after attaining Knowledge of (i) the occurrence or non-occurrence of any event or the existence of any fact or condition that would cause or constitute a breach of any of its representations or warranties had any such representation or warranty been made as of the time of such Party's discovery of such event, fact or condition and (ii) any material failure on its part to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.5 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement.

Section 5.6 Access. Upon reasonable advance written request by the Buyer, the Sellers shall permit the Buyer and its Representatives to have reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of the Sellers, to all premises, properties, personnel, Records, Contracts and Leases related to the Sellers, in each case, for the sole purpose of evaluating the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law.

Section 5.7 Bulk Transfer Laws. Each Seller shall ensure that the Sale Order shall provide either that (a) such Seller has complied with any applicable bulk sale or bulk transfer Laws of any jurisdiction in connection with the transactions contemplated by this Agreement or (b) compliance with such Laws described in clause (a) is not necessary under the circumstances. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Liens other than Permitted Liens in the Acquired Assets to the maximum extent permitted by Law, including any Liens arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

Section 5.8 Post-Closing Operation of the Sellers. The Sellers hereby acknowledge and agree that upon the consummation of the transactions contemplated hereby, the Buyer shall have the sole right to the use of the names set forth on Exhibit E or similar or other relevant names or any service marks, trademarks, trade names, identifying symbols, logos, emblems or signs containing or comprising the foregoing, including any name or mark confusingly similar thereto (collectively, the "Assumed Trade Names"). After the Closing Date, none of the Sellers nor any of their respective Affiliates shall use the name or mark set forth on Exhibit E or any derivatives thereof or other relevant names or service marks (collectively, the "Assumed Marks"). Within ninety (90) days after the Closing, the Sellers and their respective controlled Affiliates shall promptly file with the applicable Governmental Entities all documents reasonably necessary to delete from their names the Assumed Trade Names and/or Assumed Marks shall do or cause to be done all other acts, including the payment of any fees required in connection therewith, to cause such documents to become effective as promptly as reasonably practicable. Notwithstanding the foregoing, Sellers shall retain the right to use such Assumed Trade Names/Assume Marks through the date of the Final Decree in the Sellers' Chapter 11 Cases.

Section 5.9 Transfer of Permits. From and after the date hereof, and for up to 30 days after the Closing Date (subject to the prior entry by the Bankruptcy Court of an order confirming a Chapter 11 plan or dismissing all of the Sellers' Chapter 11 Cases) the Sellers, shall reasonably cooperate to transfer to the Buyer as of the Closing Date (or as soon as reasonably practicable thereafter) all Permits included in the Acquired Assets; provided, that the Buyer shall compensate the Sellers for any reasonable, out-of-pocket, non-fixed costs with respect to the foregoing.

Section 5.10 Bankruptcy Court Approval. The Buyer and the Sellers acknowledge that, under the Bankruptcy Code, the sale of Acquired Assets is subject to approval of the Bankruptcy Court. The Buyer and the Sellers acknowledge that to obtain such approval, the Sellers must demonstrate that they have taken reasonable steps to obtain the highest or best value possible for the Acquired Assets, including giving notice of the transactions contemplated by this Agreement

to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Acquired Assets to prospective bidders, entertaining higher or better offers from qualified bidders and, if necessary, conducting an Auction and selling the Acquired Assets to another qualified bidder.

ARTICLE VI
OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

Section 6.1 Cooperation. Each of the Parties shall cooperate with each other, and shall use their commercially reasonable best efforts to cause their respective Representatives to cooperate with each other to provide an orderly transition of the Acquired Assets, and Assumed Liabilities from the Sellers to the Buyer and to minimize the disruption to the Business resulting from the transactions contemplated hereby. Subject to the terms and conditions herein provided, each of the Buyer, the Sellers and Solutions shall use commercially reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Law to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement (including the satisfaction, but not waiver, of the closing conditions set forth in Article VII). The Sellers shall (i) provide any information necessary or reasonably requested to allow the Buyer to comply with any information reporting or withholding requirements contained in the IRC or other applicable Laws or to compute the amount of payroll or other employment Taxes due with respect to any payment made in connection with this Agreement; and (ii) provide certificates or forms, and timely execute any Tax Return, that are necessary or appropriate to establish an exemption for (or reduction in) any Transfer Tax.

Section 6.2 Further Assurances. In case at any time from and after the Closing Date any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Sale Order, at any Party's request and at the requesting Party's sole cost and expense, each Party shall take such further action (including the execution and delivery to any other Party of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption or confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to the Buyer all of the Acquired Assets, to confirm the Buyer's assumption of the Assumed Liabilities and to confirm Sellers' retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 6.2, to the extent that either the Buyer, the Sellers or Solutions discover any additional assets or properties which were not previously disclosed and should have been transferred or assigned to the Buyer as Acquired Assets but were not so transferred or assigned, the Buyer, the Sellers and Solutions shall cooperate and execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property to the Buyer, and no additional consideration shall be due from the Buyer in connection therewith; provided, that the Buyer shall compensate the Sellers for any reasonable, out-of-pocket, non-fixed costs with respect to the foregoing to the extent that Buyer would have

been liable for such out-of-pocket non-fixed costs had such items been identified and transferred at or immediately prior to Closing.

Section 6.3 Availability of Business Records. From and after the Closing Date, the Buyer shall promptly provide to the Sellers and their respective Representatives (after reasonable notice and during normal business hours and without charge to Seller), at the Sellers' sole cost and expense, access to all Records included in the Acquired Assets for periods prior to the Closing (as long as such access does not unreasonably interfere with the Buyer's business operations) to the extent such access is necessary in order for any Seller to comply with its obligations to administer Sellers' Chapter 11 Cases or applicable Law or any contract to which it is a party, and so long as such access is subject to an obligation of confidentiality, and shall preserve such Records until the latest of (i) four (4) years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Sellers' Chapter 11 Cases, and (iv) in the case of Records related to Taxes, the expiration of the statute of limitations applicable to such Taxes. Such access shall include access to any information in electronic form to the extent reasonably available. The Buyer acknowledges that the Sellers have the right to retain copies of all of Records included in the Acquired Assets for periods prior to the Closing subject to all confidentiality agreements applicable thereto. Prior to destroying any material Records included in the Acquired Assets for periods prior to the Closing, the Buyer shall notify the Sellers thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and the Buyer shall permit the Sellers to retain such Records. With respect to any litigation and claims that are Excluded Liabilities, the Buyer shall render, at the Sellers' expense, all reasonable assistance that the Sellers may request in defending such litigation or claim and shall make reasonable efforts to make personnel most knowledgeable about the matter in question available to the Sellers.

Section 6.4 Employee Matters.

(a) The Buyer shall, or shall cause one or more of its Affiliates to, offer employment as of the Closing Date to active employees of the Business on such terms and conditions that are sufficient (based on information provided by Sellers to Buyer herein) to not give rise to any "employment loss" (as such term is defined under the WARN Act) under the WARN Act (such employees who accept such employment, the "Transferred Employees"); provided, that notwithstanding anything to the contrary contained herein, the Buyer shall have no obligation to hire or retain any employee of the Business that does not provide services exclusively for the benefit of operation of the Business in the state of the Georgia, Alabama, or Washington (irrespective of whether the failure to hire or retain such employee gives rises to any liability under the WARN Act or any similar state or local legal requirement). Nothing in this Agreement shall restrict the rights of the Buyer under applicable Law or any employment contract with respect to any employee hired by the Buyer.

(b) Notwithstanding anything in this Agreement to the contrary:

(i) Each Seller shall be liable for the base wages or base salary and commissions that accrued on or prior to the Closing Date with respect to all Service Providers of such Seller; and

(ii) Nothing in this Agreement is intended to (x) prevent the Buyer from terminating the employment of any Person who becomes an employee of the Buyer or one of its Affiliates on or following the Closing, or (y) create any third-party beneficiary rights in any Service Provider of any Seller or any of its Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining agreement representative.

Section 6.5 Transfer Taxes. The Buyer shall pay all stamp, documentary, registration, transfer, added-value or similar Tax (each, a "Transfer Tax") imposed under any applicable Law in connection with the transactions contemplated by Article II of this Agreement. The Sellers shall cooperate in a timely manner with the Buyer in the Buyer's preparation and filing of any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

Section 6.6 Wage Reporting. The Buyer and the Sellers agree to utilize, or cause their respective Affiliates to utilize, the standard procedure set forth in Internal Revenue Service Revenue Procedure 2004-53 with respect to wage reporting.

Section 6.7 Reasonable, Out-of-Pocket, Non-Fixed Costs. With respect to any provision in this Agreement that requires a Party to compensate another Party for their reasonable, out-of-pocket, non-fixed costs, the Buyer and the Sellers shall each use their commercially reasonable best efforts to agree in advance in writing as to such costs pursuant to, among other things, a Transition Services Agreement or an approved budget.

Section 6.8 Tax Records. Sellers shall retain copies of all Records that are in electronic form as of the date hereof related to any potential investigation by taxing authorities for a period of five (5) years following the Closing. Sellers shall also accept and retain copies of any such Records identified by Buyer and provided to Sellers, at the Buyer' sole cost and expense, after the Closing provided that any such records are provided in electronic form.

Section 6.9 Transition Services. Without limiting Solutions' or its Affiliate's obligations to provide services under the Transition Services Agreement, Buyer agrees to use commercially reasonable efforts to be able to operate the Business independently as of the Closing.

ARTICLE VII
CONDITIONS TO OBLIGATION TO CLOSING

Section 7.1 Conditions to the Buyer's Obligations. The Buyer's obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the Buyer becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction or waiver of the following conditions (any of which may be waived by the Buyer, in whole or in part, in its sole and absolute discretion):

(a) all representations or warranties of the Sellers in Article III shall be true and correct in all material respects (with respect to representations and warranties not so qualified or limited) or in all respects (with respect to representations and warranties qualified or limited by materiality), in each case, as of the date hereof and on and as of the

Closing Date as if made on and as of the Closing Date, other than any such representations or warranties that expressly speak only as of an earlier date, which shall be true and complete in all respects or all material respects, as applicable, as of such earlier date;

(b) each Seller shall have materially performed and complied with such Seller's covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects;

(c) the Buyer shall have received the items required to be executed and delivered by Sellers listed in Section 2.10(a);

(d) no Governmental Entity of competent jurisdiction shall have threatened, enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(e) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order; provided, however, that nothing in this Agreement precludes the Parties from consummating the transactions contemplated by this Agreement if the Sale Order has been entered and has not been stayed and the Buyer, in its sole discretion, waives in writing the condition that the Sale Order be a Final Order;

(f) there must not be in effect any Law or Decree that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement;

(g) from the date of this Agreement until the Closing Date, there shall not have occurred and be continuing any Material Adverse Effect;

(h) at least eighty-seven and one half percent (87.5%) of the employees of the Sellers on a net basis measured among all the Sellers (and not on the basis of any individual Seller or location and taking into account any hired employees, including full-time equivalent employees) shall: (i) continue to be actively employed by the Sellers and (ii) not have given written notice to Sellers of their intention to terminate their employment with the Sellers, [redacted] and

(i) the Sellers shall have delivered a certificate from an authorized officer of the Sellers to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) has been satisfied.

Section 7.2 Conditions to the Sellers' Obligations. Sellers' obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the Buyer becoming the Successful Bidder (whether following the conclusion of the Auction, if any, or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction or waiver of the following conditions (any of which may be waived by the Sellers, in whole or in part, in their sole and absolute discretion):

(a) all representations or warranties of the Buyer in Article IV shall be true and correct in all material respects (with respect to representations and warranties not so qualified or limited) or in all respects (with respect to representations and warranties qualified or limited by materiality), in each case, as of the date hereof and on and as of the Closing Date as if made on and as of the Closing Date, other than any such representations or warranties that expressly speak only as of an earlier date, which shall be true and complete in all respects or all material respects, as applicable, as of such earlier date;

(b) the Buyer shall have materially performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects;

(c) the Seller shall have received the items required to be executed and delivered by the Buyer listed in Section 2.10(b);

(d) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(e) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order; and

(f) the Buyer shall have delivered a certificate from an authorized officer of the Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) has been satisfied.

ARTICLE VIII
TERMINATION

Section 8.1 Termination of Agreement. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

(a) by mutual consent of the Buyer and the Sellers;

(b) by the Buyer:

(1) upon the conversion of the Sellers' Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code, the dismissal of the Sellers' Chapter 11 Cases, or any similar commencement of liquidation proceedings relating to the Sellers, other than as contemplated herein;

(2) if the Closing does not occur on or before the End Date, unless the failure to consummate the Closing is due to the failure of the Buyer to perform any of its obligations under this Agreement to the extent required to be performed by the Buyer on or prior to the Closing Date;

(3) upon the entry of an order of the Bankruptcy Court for the appointment of a trustee or examiner with managerial powers, other than at the request of the Buyer or any of its Affiliates, under Bankruptcy Code Section 1104 and such trustee or examiner takes any action to materially interfere with or materially impair the transactions contemplated by this Agreement;

(4) so long as the Buyer is not then in material breach of any of its representations, warranties or covenants contained in this Agreement, if there has been a breach of any of the Sellers' representations, warranties or covenants contained in this Agreement, which would result, in or would reasonably be expected to result in, the failure of a condition set forth in Section 7.1 to be satisfied, and which breach has not been cured within ten (10) days after written notice of such breach has been delivered to the Sellers from the Buyer or cannot be cured by the End Date;

(5) if the Bankruptcy Court denies the motion for entry of the Bidding Procedures Order or fails to approve the Break Up Fee or the Expense Reimbursement, or fails to enter the Bidding Procedures Order (in form reasonably satisfactory to both parties hereto) by fifty (50) days after the Petition Date; or

(6) upon the issuance of a Decree by a court of competent jurisdiction restraining, enjoining or otherwise invalidating or materially and adversely affecting the transactions contemplated by this Agreement, and such Decree becomes final, binding and non-appealable; provided that, the Buyer may not terminate under this clause if the issuance of such Decree was caused by the Buyer's failure to perform any of its obligations under this Agreement.

(c) by the Sellers:

(1) so long as the Sellers are not then in material breach of any of their representations, warranties or covenants contained in this Agreement, if there has been a breach of any of the Buyer's representations, warranties or covenants contained in this Agreement which would result, in or would reasonably be expected to result in, the failure of a condition set forth in Section 7.2 to be satisfied, and which breach has not been cured within ten (10) days after written notice of such breach has been delivered to the Buyer from the Sellers or cannot be cured by the End Date;

(2) [reserved];

(3) if the Closing does not occur on or before the End Date, unless the failure to consummate the Closing is due to the failure of the Sellers to perform any of their obligations under this Agreement to the extent required to be performed by the Sellers on or prior to the Closing Date;

(4) if any event, circumstance, condition, fact, effect or other matter has occurred or exists which would, or would be reasonably likely to, give rise to the failure of any of the conditions to the obligations of the Seller set forth in Section 7.2 and cannot be cured within thirty (30) Business Days after the giving of written notice to the Buyer; provided, that the right to terminate this Agreement pursuant to this clause shall not be available to Sellers at any time that the Sellers are in material breach of any covenant, representation or warranty hereunder; or

(5) upon the issuance of a Decree by a court of competent jurisdiction restraining, enjoining or otherwise invalidating or materially and adversely affecting the transactions contemplated by this Agreement, and such Decree becomes final, binding and non-appealable; provided that, Sellers may not terminate under this clause if the issuance of such Decree was caused by Sellers' failure to perform any of its obligations under this Agreement.

(d) This Agreement shall terminate automatically in the event that (i) the Buyer is not chosen at the Auction to be the Successful Bidder or the Back-Up Bidder, (ii) an Alternative Transaction has been consummated following approval by the Bankruptcy Court, or (iii) if the Buyer is chosen at the Auction to be the Back-Up Bidder, upon the expiration of the period during which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures and Bidding Procedures Order.

Section 8.2 Effect of Termination. In the event of termination of the transactions contemplated hereby pursuant to Section 8.1, written notice thereof shall be given to the other party to this Agreement, and this Agreement shall terminate (subject to the provisions of this Section 8.2, Section 8.3 and Section 8.4) and the transactions contemplated hereby shall be abandoned, without further action by either of the parties hereto. If this Agreement is terminated as provided herein:

(a) upon request therefor, each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether obtained before or after the execution hereof, to the party furnishing the same; and

(b) no party hereto shall have any Liability or further obligation under this Agreement, except that the provisions of Sections 2.5, 8.2, 8.3, 8.4 and Article IX shall survive any termination and remain in full force and effect.

Section 8.3 Buyer's Exclusive Remedy.

(a) In consideration for the Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof, if this Agreement is terminated pursuant to Section 8.1(d)(ii) and the Sellers do not at the time of such termination have a right to terminate this Agreement pursuant to Section 8.1(c)(1), without further order of the Bankruptcy Court (other than the Bidding Procedures Order): (i) the Sellers shall pay or caused to be paid, and the Buyer shall be entitled to, the Break Up Fee and the Expense Reimbursement by wire transfer of immediately available funds, and (ii) the Deposit shall be returned to the Buyer in accordance with the Escrow Agreement. If owed pursuant to the immediately preceding sentence,

such Break Up Fee and the Expense Reimbursement shall be treated as allowed administrative expense claims in the Sellers' Chapter 11 Cases pursuant to Section 503(b)(1)(A) of the Bankruptcy Code and shall be payable, in the case of an Alternative Transaction, solely from the proceeds of the Alternative Transaction. For the avoidance of doubt, the provision of the administrative expense for the Break-Up Fee and Expense Reimbursement shall only be an obligation of the Sellers' estates if an Alternative Transaction closes.

(b) Each of the Parties acknowledges and agrees that the agreements contained in this Section 8.3 are an integral part of this Agreement and that the Break Up Fee is not a penalty, but rather represents liquidated damages in a reasonable amount that will reasonably compensate the Buyer in the circumstances in which such Break Up Fee is payable for the efforts and resources expended and opportunities foregone by the Buyer while negotiating and pursuing this Agreement and in reasonable reliance on this Agreement and on the reasonable expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. The Parties agree that if this Agreement is terminated, then (i) the Buyer's receipt of the Deposit in accordance with this Agreement (when payable) and (ii) the Buyer's receipt of the Break Up Fee and the Expense Reimbursement (when payable) pursuant to this Section 8.3, shall be Buyer's sole and exclusive remedy hereunder.

Section 8.4 Acknowledgement. Each of the Parties acknowledges that the agreements contained in this Article VIII are an integral part of the transactions contemplated by this Agreement and without such agreements, the Parties would not have entered into this Agreement. In no event shall the Sellers have any liability to the Buyer or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive is hereby fully waived, released and forever discharged. In no event shall the Buyer have any liability to the Sellers or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive is hereby fully waived, released and forever discharged.

Section 8.5 Expenses. The Sellers shall pay their own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement, all Related Agreements, and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives. The Buyer shall pay its own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives.

Section 8.6 The Sellers' Remedy. If (a) the Sellers validly terminate this Agreement pursuant to Section 8.1(c)(1) or (b) this Agreement is terminated for any reason other than pursuant to Section 8.1(c)(1) and at such time the Sellers had the right to terminate pursuant to Section 8.1(c)(1), then the Sellers shall be entitled to the Deposit as liquidated damages and not a penalty, and as its sole and exclusive remedy, which shall be paid to the Sellers in accordance with the Escrow Agreement; provided, that notwithstanding anything to the contrary contained herein, in order for the Sellers to be entitled to the Deposit pursuant to Section 8.6(b) above, the Sellers shall be required to provide the Buyer with a full ten (10) days after the receipt of written notice of such

breach to cure any such breach; provided, further, that during such cure period, the Buyer shall not be permitted to terminate this Agreement pursuant to Section 8.1(b) and any termination under Section 8.1(d) shall not be effective until expiry of such cure period.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Entire Agreement. This Agreement, the Related Agreements the Bidding Procedures Order (once entered) and the Sale Order (once entered), including all schedules and exhibits attached to any of the foregoing, and the documents and instruments referred to in this Agreement that are to be delivered at or in connection with the Closing, constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof and the subject matter of the Related Agreements.

Section 9.2 Incorporation of Annexes, Exhibits and Disclosure Schedule. The annexes and exhibits to this Agreement and the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.3 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver 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 default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.4 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.4 Succession and Assignment. This Agreement binds and benefits the Parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of the Sellers under Chapter 11 or Chapter 7 of the Bankruptcy Code and any entity appointed as a successor to any Seller pursuant to a confirmed chapter 11 plan). No party may delegate any performance of its obligations under this Agreement, except that the Buyer may at any time assign or delegate the performance of its obligations to any Affiliate of the Buyer so long as the Buyer remains responsible for the performance of the delegated obligation. Without limiting the foregoing, the Buyer shall have the right to designate one or more Affiliates, including any special purpose entities that may be organized by or at the direction of the Buyer for such purpose, to bid at the Auction or take title to the Acquired Assets at the Closing (or thereafter) or any portion thereof and operate the business going forward, and upon written notice to the Sellers of any such designation by the Buyer, the

Sellers agree to execute and deliver all instruments of transfer with respect to the Acquired Assets directly to, and in the name of, the Buyer's assignees. In addition, notwithstanding the foregoing, the Buyer may assign any Indebtedness owed to it by the Sellers to any Affiliate of the Buyer, any other buyer or any other assignee or designee at any time.

Section 9.5 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally or by electronic mail to the recipient (without receipt of an automated notice of failure of transmission); (ii) the day delivered by a reputable overnight courier service, with a record of receipt; or (iii) four (4) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to the Sellers or any Seller:

c/o
Air Pros Solutions, LLC
Attention: Lawrence Hirsh
Email: [redacted]

-and-

Attention: Andrew Hede
Email: [redacted]

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

Greenberg Traurig, LLP
3333 Piedmont Road, NE
Suite 2500
Atlanta, Georgia 30305
Attn: David Kurzweil
Email: kurzweild@gtlaw.com

and

Greenberg Traurig, P.A.
401 East Las Olas Boulevard
Suite 2000
Fort Lauderdale, FL 33301
Attn: Zachary Schlichter
Email: schlichterz@gtlaw.com

If to the Buyer:

Reliance Comfort Limited Partnership

Attention: Jack Cook
2 Lansing Square, 11th Floor
Toronto, Ontario, M2J 4P8
Email: [redacted]

with copies (which shall not constitute notice) to:

Akerman LLP
Attention: Martin G. Burkett
201 East Las Olas Boulevard, Suite 1800
Ft. Lauderdale, FL 33301
Email: martin.burkett@akerman.com

Any Party may change the physical address or e-mail address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth in this Section 9.5.

Section 9.6 Governing Law: Jurisdiction. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of laws provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any Litigation one Party commences against any other Party pursuant to this Agreement shall be brought exclusively in the Bankruptcy Court; provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the State of Delaware, sitting in New Castle County, and the federal courts of the United States of America sitting in the State of Delaware shall have exclusive jurisdiction over such Litigation.

Section 9.7 Consent to Service of Process. In addition to any other method allowed by applicable Law, each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.5.

Section 9.8 WAIVERS OF JURY TRIAL. **EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

Section 9.9 Specific Performance.

(a) Each of the Parties acknowledges and agrees that the other Parties (collectively, the "Enforcing Parties") would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or

otherwise breached, so that, prior to the termination of this Agreement pursuant to Section 8.2, in addition to any other remedy that each of the Parties may have under Law or equity, each of the Parties shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

(b) Each of the Parties agrees that it shall not oppose the granting of specific performance or an injunction sought in accordance with this Section 9.9 on the basis that the Enforcing Parties have an adequate remedy at law or that any award of specific performance is, for any reason, not an appropriate remedy. The Enforcing Parties shall not be required to provide any bond or other security in connection with any such injunction or other equitable remedy. The End Date shall be tolled from the date any of the Enforcing Parties files a petition seeking specific performance or an injunction under this Section 9.9 until a final, non-appealable decision regarding this matter is obtained from a court of competent jurisdiction.

Section 9.10 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.11 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns except such rights as may inure to a successor or permitted assignee or designee under Section 9.4.

Section 9.12 No Survival of Representations, Warranties and Agreements. None of the Parties' representations, warranties, covenants, and other agreements in this Agreement, including any rights of the other Party or any third party arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Closing, except for (i) those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Closing, (ii) the Parties' representations and warranties relating to such Party's authority with regard to the execution of this Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby, (iii) the Buyer's representations and warranties in connection with the Sellers' Chapter 11 Cases or the Bankruptcy Code, (iv) this Article IX, and (v) all defined terms set forth in Article I that are referenced in the foregoing provisions referred to in clauses (i) through (iv) above.

Section 9.13 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the

singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto," "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. The words "includes" and "including" are not limiting. Unless expressly stated in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "$" means United States dollars. To the extent not contrary to the foregoing, the rules of construction contained in section 102 of the Bankruptcy Code shall apply. Any option, consent, approval, discretion or similar right of the Buyer set forth in this Agreement or any other Related Agreement may be exercised by the Buyer in its sole, absolute and unreviewable discretion (regardless of whether any or all such words are used in connection therewith), unless the provisions of this Agreement or Related Agreement specifically require another standard for such option, consent, approval, discretion or similar right.

Section 9.14 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to a Seller's or the Sellers' Chapter 11 Cases, the provisions of Bankruptcy Rule 9006(a) shall apply.

Section 9.15 Mutual Drafting. Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.16 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meaning ascribed to them in this Agreement. The representations and warranties of the Sellers in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the Disclosure Schedule. The Seller Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of this Agreement to which it relates. The disclosure in any section or paragraph of the Disclosure Schedule, and those in any amendment or supplement thereto, shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered or lettered section of this Agreement, except to the extent that: (a) such information is cross-referenced in another part of the Disclosure Schedule; or (b) it is reasonably apparent on the face of the disclosure (without reference to any document referred to therein or any independent knowledge on the part of the reader regarding the matter disclosed) that such information qualifies another representation or warranty of the Sellers. The listing of any matter shall expressly not be deemed to constitute an admission by any Seller, or to otherwise imply, that any such matter is material, is required to be disclosed under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No

disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or law shall be construed with respect to any Person not a party hereto as an admission or indication that any such breach or violation exists or has actually occurred.

Section 9.17 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.18 Counterparts: Facsimile and Email Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

Section 9.19 Time of Essence. Time is of the essence of this Agreement.

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT

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

SOLUTIONS:

Air Pros Solutions, LLC

By: _____
Name Andrew Hede
Title: Chief Restructuring Officer

SELLERS:

Air Pros Atlanta, LLC

By: _____
Name: Andrew Hede
Title: Authorized Signatory

Air Pros Washington, LLP

By: _____
Name: Andrew Hede
Title: Authorized Signatory

CM Air Pros, LLC

By: _____
Name: Andrew Hede
Title: Authorized Signatory

AFH Air Pros, LLC

By: _____
Name: Andrew Hede
Title: Authorized Signatory

BUYER:

Reliance US Holdings II Inc., a Delaware corporation

By: _____
Name:
Title:

Exhibit A

Acquired Assets

Any and all properties, interests, assets (whether tangible or intangible) and rights of every nature of the Sellers, other than the Excluded Assets, in, to and under the following:

- all Inventory, Furnishings and Equipment (to the extent transferable, including the Company IT Systems), supplies, machinery, fixtures, tools, vehicles and other tangible personal property;
- Real Property;
- The Assumed Contracts, including any backup data maintained by Sellers in connection therewith and all rights and benefits thereunder;
- The Intellectual Property Assets required to be set forth on Schedule 3.15, including any customer lists;
- All goodwill relating to the Business;
- All lease deposits or customer deposits relating to any Assumed Contracts or Business;
- all claims, causes of action, choses in action, rights or recovery or setoff of any kind against any Person who holds any Assumed Liability;
- to the extent transferable, all of the rights and benefits accruing under all Permits, and all pending applications or filings therefore and renewals thereof, which are related to the Business;
- the names CM Heating and Air Force Heating & Air or any derivation thereof or other tradenames primarily used in the Business; and
- all Records.

Exhibit 2-E

One Source Stalking Horse Purchase Agreement

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

AIR PROS SOLUTIONS, LLC,

AIR PROS ONE SOURCE LLC

and

ANY HOUR LLC

March 16, 2025

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of March 16, 2025, by and among (a) Air Pros Solutions, LLC, a Delaware limited liability company ("Solutions"), (b) Air Pros One Source LLC, a Colorado limited liability company (the "Seller"), and (c) Any Hour LLC, a Utah limited liability company (the "Buyer"). Solutions, the Seller and the Buyer are sometimes individually referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

WHEREAS, the Seller expects to be a debtor-in-possession pursuant to cases (the "Seller's Chapter 11 Cases") to be commenced under title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), through the filing of its voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the date of such filing, "Petition Date") in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court");

WHEREAS, the Seller conducts, among other things, the business of providing HVAC services, plumbing services, and electrical services, including installation, maintenance, service, repair and replacement, to homeowners, commercial enterprises and other parties in the Colorado area (the "Business");

WHEREAS, (i) the Seller wishes to sell, transfer and assign to the Buyer, and the Buyer wishes to purchase, acquire and assume from the Seller, the Acquired Assets (as defined below) free and clear of Liens, other than Permitted Liens and (ii) the Buyer wishes to assume from the Seller the Assumed Liabilities (as defined below), on the terms and subject to the conditions set forth herein and in accordance with sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code;

WHEREAS, the Seller has agreed to file the Sale Motion (as defined below) with the Bankruptcy Court and take the other steps set forth herein and in the Bidding Procedures Order, the Bidding Procedures and the Sale Order (as each such term is defined below) to implement the transactions contemplated hereby upon the terms and subject to the conditions set forth herein and in the Sale Order.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows.

ARTICLE I
DEFINITIONS

For purposes of this Agreement, capitalized terms set forth in this Agreement shall have the meaning ascribed to such terms in this Article I.

"Acquired Assets" has the meaning set forth in Section 2.1.

"Affiliate" when used with reference to another Person means any Person, directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, such other Person.

"Agreement" has the meaning set forth in the preamble.

"Alternative Transaction" means any transaction or series of related transactions (other than pursuant to this Agreement), whether effectuated pursuant to a merger, consolidation, tender offer, exchange offer, share exchange, amalgamation, stock acquisition, asset acquisition, business combination, restructuring, recapitalization, liquidation, dissolution, joint venture or similar transaction, whether or not proposed by the Seller, pursuant to which the Seller: (i) accepts a Qualified Bid, other than that of the Buyer or its Affiliates, as the highest or otherwise best offer; or (ii) sells, transfers, leases or otherwise disposes of, directly or indirectly, all or substantially all of the Acquired Assets or the equity interests in the Seller, including through an acquisition, asset sale, stock sale, purchase, merger, reorganization, recapitalization, stand-alone plan of reorganization, plan of liquidation, refinancing or a similar transaction , whether in one transaction or series of related transactions to a party or parties other than the Buyer or its Affiliates.

"Assignment and Assumption Agreement" has the meaning set forth in Section 2.9(a)(iii).

"Assumable Permits" means all Permits relating to the Business to the extent their transfer is not prohibited by Law.

"Assumed Contracts" means those Leases and Contracts that have been, or will be, assumed by the Seller and assigned to the Buyer pursuant to Section 2.6 and section 365 of the Bankruptcy Code.

"Assumed Employee Benefit Plan" means an Employee Benefit Plan designated as such by the Buyer on the Assumed Employee Benefit Plan Schedule pursuant to Section 2.6.

"Assumed Employee Benefit Plan Schedule" has the meaning set forth in Section 2.6(c).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumed Permit" means those Permits that have been, or will be, assumed by the Seller and assigned to the Buyer pursuant to Section 2.6 and section 365 of the Bankruptcy Code

"Assumed Permit Schedule" has the meaning set forth in Section 2.6(c).

"Assumption Approval" has the meaning set forth in Section 2.6(g).

"Assumption Effective Date" has the meaning set forth in Section 2.6(d).

"Auction" means the auction for the sale and assumption of the Seller's assets and certain liabilities, conducted by the Seller pursuant to, and in accordance with, the Bidding Procedures and Bidding Procedures Order.

"Back-Up Bidder" means the qualified bidder chosen by the Seller at the Auction, if any, who submitted the second-highest or otherwise second-best bid at the conclusion of such Auction.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, each a "Bankruptcy Rule."

"Bidding Procedures" means the bidding procedures to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

"Bidding Procedures Order" means the order to be entered by the Bankruptcy Court approving, among other things, the execution, delivery, and performance of this Agreement by Seller (including payment of the Expense Reimbursement and Break-Up Fee pursuant to and in accordance with Section 8.5), other than the performance of those obligations to be performed at or after the Closing, Seller's designation of Buyer as the "stalking horse Buyer" for the Acquired Assets and the Bidding Procedures, and which shall authorize and approve the Bidding Protections, which order shall be reasonably satisfactory to the Buyer. For the avoidance of doubt, reference to the "Bidding Procedures Order" encompasses the Bidding Procedures approved thereby.

"Bidding Protections" means the following: (i) a break-up fee in favor of the Buyer to be paid to the Buyer at the closing on an Alternative Transaction in the amount of 3% of the Cash Purchase Price which shall be afforded administrative expense status and shall be payable to the Buyer in cash at the closing on an Alternative Transaction (the "Break-Up Fee"); (ii) an expense reimbursement in favor of the Buyer to be paid to the Buyer at the closing on an Alternative Transaction in an amount equal to the actual, direct and documented out of pocket expenses of the Buyer incurred in connection with this Agreement (including reasonable attorneys' fees of the Buyer), in an amount not to exceed $115,000 which shall be afforded administrative expense status and shall be payable to the Buyer in cash at the closing on an Alternative Transaction (the "Expense Reimbursement"); and (iii) an initial overbid requirement at any Auction of an amount not less than the sum of the Break-Up Fee, plus the Expense Reimbursement, plus $115,000. "Bill of Sale" has the meaning set forth in Section 2.9(a)(ii).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banks located in New York City, New York shall be authorized or required by Law to close.

"Buyer" has the meaning set forth in the preamble.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act (H.R. 748) and any similar or successor Law or executive order or executive memo (including, without limitation, IRS Notice 2020-65, and IRS Notice 2021-11), and any subsequent Law or administrative guidance to the extent intended to address the consequences of coronavirus (COVID-19) disease and the severe acute respiratory syndrome coronavirus 2 (SARS-CoV2) virus, including the Health and Economic Recovery Omnibus Emergency Solutions Act.

"Cash" means cash (including all cash located in Seller's bank accounts or lock-boxes), and includes petty cash and uncashed checks received on or before the Closing Date and checks that have been deposited on or before the Closing Date but have not yet cleared, cash equivalents, investment accounts, certificates of deposit, liquid investments and cash collateralized letters of credit, in each case, determined as of 12:01 a.m. Eastern Time on the Closing Date. For the avoidance of doubt, Cash expressly excludes any customer or vendor and supplier deposits all of which are Acquired Assets.

"Cash Purchase Price" means $11,500,000.

"Claim" means all claims, defenses, cross claims, counter claims, debts, suits, remedies, liabilities, demands, rights, obligations, damages, expenses, rights to refunds, reimbursement, recovery, indemnification or contribution, attorneys' or other professionals' fees and causes of action whatsoever, whether based on or sounding in or alleging (in whole or in part) tort, contract, negligence, gross negligence, fraud, strict liability, bad faith, contribution, subrogation, respondeat superior, violations of federal or state securities laws, breach of fiduciary duty, any other legal theory or otherwise, whether individual, class, direct or derivative in nature, liquidated or unliquidated, fixed or contingent, whether at law or in equity, whether based on federal, state or foreign law or right of action, foreseen or unforeseen, mature or not mature, known or unknown, disputed or undisputed, accrued or not accrued, contingent or absolute (including (x) all "claims," within the meaning of Section 101(5) of the Bankruptcy Code and (y) all avoidance claims or causes of action available to Seller under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable Law) or rights of set-off or recoupment.

"Closing" has the meaning set forth in Section 2.8.

"Closing Date" has the meaning set forth in Section 2.8.

"Closing Seller Payment" means the amount equal to the Cash Purchase Price, minus an amount equal to the Good Faith Deposit.

"Consent" means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

"Consent Deadline" has the meaning set forth in Section 2.6(g).

"Contract" means any written contract, agreement, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, membership agreement, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, license agreement, contribution agreement, partnership agreement or other arrangement or understanding that, in each case, is legally binding, and including all exhibits, schedules, addenda, and other attachments thereto.

"Contract and Cure Schedule" has the meaning set forth in Section 2.6(c).

"Control" means, when used with reference to any Person, the power to direct the management or policies of such Person, directly or indirectly, by or through stock or other equity ownership, agency or otherwise, or pursuant to or in connection with any Contract; and the terms "Controlling" and "Controlled" shall have meanings correlative to the foregoing.

"Cure Amounts" has the meaning set forth in Section 2.6(f).

"Cure Notice" has the meaning set forth in Section 5.3(c).

"Data Protection Law" means all applicable Laws pertaining to data protection, data privacy, data security, cybersecurity, cross-border data transfer, and general consumer protection law as applied in the context of data privacy, data breach notification, electronic communication, telephone and text message communications, marketing by email or other channels, and other similar laws.

"Data Protection Requirements" means (a) Data Protection Laws, (b) Privacy Policies, (c) any Contract and/or codes of conduct relating to the collection, access, use storage, disclosure, transmission, cross-border transfer of Personal Data binding on the Seller, and (d) applicable standards published by the Payment Card Industry Security Standards Council (e.g., PCI-DSS).

"Decree" means any judgment, decree, ruling, decision, opinion, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, judicial order, administrative order or any other order of any Governmental Entity.

"Designation Deadline" has the meaning set forth in Section 2.6(c).

"Destructive Mechanisms" means computer code that (a) is designed to or would disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of any IT Asset (sometimes referred to as "viruses" or "worms"); (b) is designed to or would disable or impair any IT Asset in any way where such disablement or impairment is caused by the passage of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs," "time locks," or "drop dead" devices); (c) is designed to or would permit any Person to access any IT Asset in any unauthorized manner, including to cause such disablement or impairment (sometimes referred to as "traps," "access codes," or "trap door" devices); (d) contains any other similar harmful, malicious, or hidden procedures, routines, or mechanisms which is designed to or would cause any IT Asset to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations; or (e) contains any "back door," "malware," "spyware," or similar device or code.

"DIP Documents" shall mean that certain Senior Secured Priming and Superpriority Debtor-in-Possession Credit Agreement by and among, inter alia, the Seller, Solutions, the collateral agent and the lenders party thereto from time to time.

"DIP Facility" shall mean the debtor-in-possession term loan facility pursuant to which the DIP Lenders agreed to provide debtor-in-possession financing commitments on the terms set forth in the DIP Documents.

"DIP Lenders" shall mean the lenders providing the DIP Facility.

"Disclosure Schedule" means the disclosure schedule delivered by the Seller to the Buyer on the date of this Agreement.

"Employee Benefit Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA) and any other benefit or compensation plan, program, agreement or arrangement of any kind, in each case, maintained or contributed to by a Seller, in which a Seller participates or participated, in which a Seller has any Liability (contingent or otherwise), or through which current or former Service Providers of the Business are eligible to receive benefits or compensation.

"End Date" means the earlier of 5:00 p.m., prevailing Eastern time on the date that is thirty (30) days following the entry of the Sale Order; provided, however, that if the Buyer is chosen at the Auction to be the Back-Up Bidder, the "End Date" shall be the sooner of (i) the close of business on the expiration date of the period during which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures Order, and (ii) June 30, 2025, which date may be extended by the prior written consent of the Parties.

"Enforcing Parties" has the meaning set forth in Section 9.9(a).

"Environmental Claim" means any Governmental Order, lien, fine, penalty, claim, action, cause of action, investigation or written notice or report, or as to each, any settlement or judgment arising therefrom, by any person or entity alleging potential Liability (including potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (i) the presence, exposure to, Release or threatened Release of any Hazardous Materials at any location, whether or not owned or operated by the Seller, (ii) circumstances forming the basis of any violation or alleged violation of any Environmental Law or term or condition of any Environmental Permit, or (iii) any other Liability arising under Environmental Law or relating to Hazardous Materials.

"Environmental Laws" means all Laws and any Governmental Order relating to (a) pollution (or the cleanup thereof) or the protection, restoration or remediation of, or prevention of harm to, the environment or the protection of the natural environment, natural resources, endangered or threatened species, (b) the protection of human health and safety as it pertains to exposure to Hazardous Materials, (c) the presence of, manufacture, processing, production, registration, distribution, formulation, packaging or labeling of Hazardous Materials or products containing Hazardous Materials, (d) the transport or handling, use, presence, generation, treatment, incineration, landfilling, milling, storage, disposal, recycling, reuse, reclamation, processing, remediation, Release or threatened Release of or exposure to any Hazardous Materials, or (e) recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials.

"Environmental Liability" means any direct, pending or threatened indebtedness, liability, claim, loss, damage, fine, penalty, cost, expense, deficiency or responsibility, arising under or relating to any Environmental Claim, Environmental Law or Environmental Permit, whether based

on negligence, strict liability or otherwise (including costs and liabilities for investigation, governmental response, removal, remediation, restoration, abatement, monitoring, personal injury, penalties, contribution, indemnification, injunctive relief, property damage, and natural resource damages), including (a) any actual or alleged violation of any Environmental Law or Environmental Permit, (b) any actual or alleged generation, use, handling, transportation, presence, storage, treatment, disposal, Release or threatened Release of or exposure to any Hazardous Materials at any facility or location, (c) any Liability arising under Environmental Law relating to, arising from or with respect to any formerly owned, leased or operated properties or any former, closed, divested or discontinued business operations, and (d) any Liabilities arising under Environmental Law assumed or retained by contract, operation of law, or otherwise.

"Environmental Notice" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"Environmental Permits" means any permit, letter, clearance, waiver, closure, exemption, decisions, Consent, license, registration, approval, notification or any other authorization pursuant to Environmental Law.

"Equity Interests" means all shares of capital stock, membership interests, limited liability company interests, units, partnership interests, joint venture interests, options, warrants, calls, demands, share appreciation rights, "phantom share", unit appreciation or other rights to participate in the revenues, profits, assets or equity (or the value thereof), Contracts or other rights of any nature to purchase, obtain or acquire or otherwise relating to, or any outstanding securities or obligations convertible into or exchangeable for, any shares or any other securities or other equity interests, as may be applicable, in any Person.

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"Excluded Assets" means, collectively, the following assets of the Seller: (a) all certificates of incorporation or certificates of formation and other organizational documents, 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 or other equity transfer books, stock or membership certificates relating to the Seller and other documents relating to the organization, maintenance and existence of any Seller as a corporation or limited liability company; provided that the Buyer shall have the right to make copies of any portions of such excluded items to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (b) all Records related to Taxes paid or payable by any Seller; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (c) all Contracts and Leases that are not Assumed Contracts and all Employee Benefit Plans that are not Assumed Employee Benefit Plans; (d) any (i) confidential personnel and medical Records pertaining to any Service Provider to the extent the disclosure of such information is prohibited by applicable Law and (ii) other Records that any Seller is required by Law to retain; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset, any Assumed Liability or any

Service Provider hired by the Buyer on the Closing Date (to the extent not prohibited by applicable Law); (e) any documents and agreements of the Seller relating to the Seller's Chapter 11 Cases or to the sale or other disposition of the Business or the Acquired Assets or the sale or other disposition of any Excluded Assets in each case as contemplated by this Agreement; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (f) all Permits that are not Assumed Permits; (g) trade accounts receivable determined in accordance with GAAP for goods sold and delivered to customers or services provided to customers in respect of completed projects or completed service requests as of 12:01 a.m. Eastern Time on the Closing Date (whether current or non-current); (h) all rights to bill and receive payment for goods sold and/or services performed by the Seller but unbilled or unpaid as of 12:01 a.m. Eastern Time on the Closing Date, in each case, in respect of projects or services completed as of 12:01 a.m. Eastern Time on the Closing Date; (i) all avoidance claims or causes of action available to the Seller under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable Law or rights of set-off or recoupment arising in connection with such avoidance claims; and (j) any Cash.

"Excluded Accounts" means those Excluded Assets identified in subsections (g) and (h) of the definition of "Excluded Assets".

"Excluded Employee Liabilities" means (i) any payments, compensation, benefits or entitlements that the Seller owes or is obligated to provide, whether currently, prospectively or on a contingent basis, whether pursuant to oral or written or formal or informal arrangements, prior to the Closing or as of the Closing, including as a result of, or in connection with, the consummation of the transactions contemplated by this Agreement, with respect to any Transferred Employee, including wages, other remuneration, bonus or other incentive pay, severance pay (contractual, statutory or otherwise), commissions, retention payments, change-of-control payments, post-employment medical or life obligations, pension contributions, and insurance premiums, as well as the employer portion of any associated Taxes; (ii) any Liabilities, payments, obligations, costs, expenses or disbursements related to any Service Provider, including under, or with respect to, ERISA, COBRA Continuation Coverage, workers' compensation, right or actions under any labor or similar Laws that are incurred, accrued or arising prior to, or in connection with, the Closing; (iii) any Liability arising under any Employee Benefit Plan; (iv) any Liability of the Seller with respect to any Service Provider of the Seller and/or of the Seller who is not a Transferred Employee; and (v) any Liability that transfers to, or otherwise becomes an obligation of, Buyer as a successor employer as a matter of Law, in each case, only to the extent such Liability arises at or prior to the Closing, or is otherwise attributable to the time period prior to Closing (regardless of when such Liability is ultimately realized or is otherwise incurred). Notwithstanding the foregoing, Excluded Employee Liabilities shall not include the Assumed Employee Liabilities.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Families First Act" means the Families First Coronavirus Response Act.

"Final Order" means an order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial

has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further appeal or rehearing thereon; (ii) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) as to which no stay is in effect; provided, however, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024(b) shall not cause an order not to be deemed a "Final Order" unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue. In the case of (i) the Sale Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyer, in its sole and absolute discretion, elects to proceed with Closing, and (ii) any other order that is required hereunder to be a Final Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyer, in its sole and absolute discretion, elects to proceed.

"Fundamental Representations" means the representations and warranties set forth in Sections 3.1(a), 3.1(b), 3.1(e), 3.2, 3.3(a)(i), 3.4, and 3.5.

"Furnishings and Equipment" means tangible personal property (other than Inventory) and that is used or held for use in the operation of the Business, regardless of where located.

"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means any United States or non-United States federal, state, provincial, local, or municipal governmental or regulatory authority, agency, commission, court, tribunal, body or other governmental entity and any subdivision, agency or instrumentality of any of the foregoing and any quasi-governmental or private body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of any of the above.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity.

"Hazardous Material" means any (a) constituent, material, substance, chemical, or waste (or combination thereof) that is listed, defined, designated, regulated or classified as hazardous, explosive, corrosive, flammable, infectious, toxic, carcinogenic, mutagenic, radioactive, dangerous, a pollutant, a contaminant, or words of similar meaning or effect under any Environmental Law, (b) substance that requires removal or remediation under any Environmental Law, (c) substance that can give rise to liability under any Environmental Law or the presence of which requires investigation, clean up, removal, abatement, remediation or other corrective or remedial action under any Environmental Laws, and (d) petroleum or petroleum by-products (including crude oil and any fractions thereof), natural gas, synthetic gas and any mixtures thereof, asbestos or asbestos-containing materials or products, per- and polyfluoroalkyl substances, polychlorinated biphenyls (PCBs) or materials containing same, radioactive materials, lead-based paints or materials, or radon or other materials that may have an adverse effect on human health or the environment.

"Insurance Policies" has the meaning set forth in Section 3.13.

"Intellectual Property" means any and all rights, title and interest in or relating to intellectual property of any type or similar proprietary rights, which may exist or be created under the Laws of any jurisdiction throughout the world, including the following, whether Registered or unregistered: (a) inventions, whether patentable or not, and all patents and patent applications, industrial designs, and utility models, together with all reissues, provisionals, continuations, continuations-in-part, divisionals, renewals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, internet domain names, social media accounts and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals and extensions in connection therewith, and all goodwill associated with any of the foregoing (collectively, "Marks"); (c) copyrightable works, rights associated with works of authorship, including software (in both source and object code form), databases, websites, exclusive exploitation rights, mask work rights, copyrights, database and design rights, all registrations and recordations thereof and applications in connection therewith, along with all extensions and renewals thereof and all moral rights associated with any of the foregoing; (d) trade secrets, know-how and other proprietary and confidential information, including inventions (whether or not patentable), invention disclosures, ideas, improvements, algorithms, source code, data, data analytics, methods, processes, designs, drawings, blue prints, specifications, formulae, customer lists and supplier lists (collectively, "Trade Secrets"); (e) software, including interpreted or compiled source code, object code, development documentation, and programming tools; and (f) tangible embodiments of the foregoing.

"Intellectual Property Assignment" has the meaning set forth in Section 2.9(a)(iv).

"Inventory" means all inventory (including merchandise, raw materials, component parts, supplies, packing and shipping materials, products in-process and finished products) of the Seller or the Business, whether temporarily out of the Seller's custody or possession, in transit to or from the Seller and whether in the Seller's vehicles, warehouses, held by any third parties or otherwise, and all other Inventory (as defined in the UCC), including any returned goods and any documents of title representing any of the foregoing.

"IRC" means the United States Internal Revenue Code of 1986, as amended.

"Knowledge" of a Person (and other words of similar import) (a) in reference to the Seller means the actual knowledge of any director or executive officer of the Seller, after reasonable inquiry of relevant internal department heads and (b) in reference to the Buyer means the actual knowledge of David Shields, Chief Financial Officer, after due inquiry or investigation. For the avoidance of doubt, no Person named in this definition shall have any personal liability or obligations solely rising out of such Knowledge.

"Law" means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance (including with respect to zoning or other land use matters), code, treaty, convention, rule, regulation, requirement, edict, directive, pronouncement, determination, proclamation or Decree of any Governmental Entity.

"Leased Real Property" means any real property that is leased, subleased, licensed or otherwise occupied by the Seller pursuant to a Lease. .

"Leases" means all leases, subleases, licenses, concessions, leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property of the Seller which is used in the Business, and other agreements, including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, in each case pursuant to which Seller holds or has any interest in Leased Real Property

"Liability" means any liability, Claim, guaranty, loss, damage, deficiency, assessment, responsibility or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether due or to become due, whether determined or determinable, whether choate or inchoate, whether secured or unsecured and whether matured or not yet matured).

"Lien" means any lien (statutory or otherwise), hypothecation, encumbrance, Claim, security interest, mortgage, lease, deed of trust, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, servitude, covenant, encroachment, option, right of use, first offer, or first refusal, setoff, recoupment, right of recovery, Decree or Final Order of any Governmental Entity, of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown. Without limiting the foregoing, "Lien" also includes, without limitation, (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, and (iii) any leasehold interest, license, or other right, in favor of a third party or the Seller, to use any portion of the Acquired Assets.

"Litigation" means any complaint, charge, action, cause of action, suit, claim, investigation, mediation, audit, grievance, demand, hearing or proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity before any Governmental Entity or arbitrator.

"Material Adverse Effect" means any state of facts, change, event, effect, development, condition, circumstance or occurrence, that (a) is, or would reasonably be expected to be, individually or when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences, materially adverse to the condition (financial or otherwise) or results of operations of the Business (taken as a whole), including (for the avoidance of doubt and notwithstanding any carve out in the following provisions) the re-escalation (or "2nd wave") of the COVID-19 pandemic and any other epidemic, pandemic or similar disease outbreak or illness, or (b) prevents, materially delays or materially impairs, or would reasonably be expected to prevent, materially delay or materially impair the ability of the Seller to consummate the transactions contemplated by this Agreement or the Related Agreements on the terms set forth herein and therein; provided, however, that with respect to clause (a) only, no change event, development or occurrence directly related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) national or international business, economic or

political conditions, including the engagement by the United States of America in international hostilities (not domestic), affecting (directly or indirectly) the industry in which the Business operates, whether or not pursuant to the declaration of war, or the occurrence of any military or terrorist attack upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America, except to the extent that such change has a disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (ii) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (iii) any change in GAAP or Law; (iv) any changes directly attributable to the public announcement of this Agreement or any Related Agreement, including by reason of the identity of the Buyer or any of its Affiliates; (v) resulting from any act of God; or (vi) in the case of the Seller or the Business, (A) the failure to meet or exceed any projection or forecast (it being understood that, with respect to this clause (vi)(A), the underlying facts or circumstances giving rise or contributing to the failure to meet such projection(s) or forecast(s) may be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect) or (B) changes in the business or operations of the Seller (including changes in credit terms offered by suppliers or financing sources) resulting from the announcement or the filing of the Seller's Chapter 11 Cases and the Seller's financial condition or the Seller's status as a debtor under Chapter 11 of the Bankruptcy Code, in each case with respect to clauses (i), (ii), (iii) and (v), except to the extent that such change, event, development or occurrence has a disproportionate effect on the Business relative to the effect that such change, event, development or occurrence has on other participants in the industry in which the Business operates.

"Material Contract" has the meaning set forth in Section 3.7(a).

"Necessary Consents" has the meaning set forth in Section 2.6(g).

"Non-Recourse Party" means, with respect to a party to this Agreement, any of such party's past, present and future direct or indirect equityholders, controlling Persons, directors, officers, employees, incorporators, members, managers, general or limited partners, shareholders, Affiliates, agents, attorneys, advisors, financing sources, representatives, assignees or successors (or any past, present and future direct or indirect equityholder, controlling Person, director, officer, employee, incorporator, member, manager, general or limited partner, shareholder, Affiliate, agent, attorney, advisor, financing source, representative, assignee or successor of any of the foregoing).

"Opt Out Deadline" has the meaning set forth in Section 2.6(c).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice.

"Owned Intellectual Property" means all Intellectual Property that is (i) owned or purported to be owned by the Seller or (ii) owned or purported to be owned by Solutions and used solely in the Business of Seller.

"Party" has the meaning set forth in the preamble.

"Permit" means any franchise, approval, permit, license, order, registration, certificate, variance, Consent, exemption, ratification, waiver or similar right or authorization issued, granted, given or otherwise obtained from or by any Governmental Entity, under the authority thereof, or pursuant to any applicable Law.

"Permitted Liens" means Liens (a) for Taxes not yet due and payable or the validity or amount of which are being contested in good faith by appropriate proceedings and, in either case, only to the extent reserved on the books and records of the Seller, and (b) with respect to leased or licensed intellectual property under a non-exclusive lease or license of such intellectual property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assumed Contract.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Entity or any group or syndicate of any of the foregoing.

"Personal Data" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and when referring to a Data Protection Requirement, has the same meaning as the similar or equivalent term defined thereunder.

"Personal Information" means any information that identifies or, alone or in combination with any other information, could reasonably be used to identify or locate a natural Person, including name, street address, telephone number, email address, identification number issued by a Governmental Entity, credit card number, bank information, customer or account number, online identifier, device identifier, IP address, location data, biometric data, medical or health information, or any other information that is considered "personally identifiable information," "personal information," or "personal data" under, or is otherwise regulated by, applicable Law (including Section 363(b) of the Bankruptcy Code).

"Personal Property Taxes" means all personal property Taxes of the Seller pertaining to the period on or before the Closing Date.

"Petition Date" has the meaning set forth in the recitals.

"Previously Omitted Contract" has the meaning set forth in Section 2.6(j).

"Privacy Policies" means all published, posted and internal policies, procedures, agreements and notices relating to the collection, disclosure, destruction, or cross-border transfer of Personal Data.

"Processing" means any operation performed on Personal Data, including the collection, creation, receipt, access, use, handling, compilation, analysis, monitoring, maintenance, retention, storage, transmission, transfer, protection, disclosure, distribution, destruction, or disposal of Personal Data. The terms "Process" and "Processed" shall have correlative meanings.

"Proprietary Software" means all software owned or purported to be owned by the Seller.

"Purchase Price" has the meaning set forth in Section 2.5.

"Qualified Bid" means and competing bid that is submitted by a qualified bidder in accordance with the Bidding Procedures and Bidding Procedures Order and that is determined to be a Qualified Bid in accordance with such Bidding Procedures Order.

"Records" means the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, lists (including client and customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications, creative materials, advertising and promotional materials, marketing plans, studies, reports, data, supplier and vendor lists, purchase orders, sales and purchase invoices, production reports, personnel and employment records, financial and accounting records and similar materials exclusively related to the Business, the Acquired Assets and the Assumed Liabilities.

"Registered" means issued by, registered with, renewed by or the subject of a pending application before any Governmental Entity or domain name registrar.

"Related Agreements" means the Bill of Sale, the Assignment and Assumption Agreement, the Intellectual Property Assignment, the Assignment of Lease Agreements, the Transition Services Agreement and each other agreement, document or instrument executed or delivered by a Party in connection with the foregoing, this Agreement, the Sale Order or the transactions contemplated hereby or thereby.

"Related Party" means any officer, director, manager, equity holder or Person in Control of the Seller or Solutions, or any member of the immediate family of the foregoing.

"Release" means any release, spill, emission, leaking, pumping, pouring, emptying, escaping, dumping, injection, deposit, disposal, discharge, dispersal, leaching or migrating into or through the indoor or outdoor environment or into or out of any property or facility, including the movement of Hazardous Materials through or in the natural or manmade environment, including ambient or indoor air, soil, surface water, groundwater, subsurface strata, property, or within any building, structure, facility or fixture.

"Remedial Action" means all actions as specifically required by any applicable Environmental Law or the jurisdictional Governmental Entity to (a) clean up, remove, treat or in any other way address any Hazardous Material in accordance with applicable risk-based environmental standards, (b) prevent or remediate the Release of any Hazardous Material in a manner that ensures such Release does not endanger or threaten to endanger human health, (c) prevent direct human exposure to Hazardous Material through the use of engineering and institutional controls, and (d) perform pre-remedial studies and investigations or post-remedial monitoring and care.

"Representative" of a Person means such Person's officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents of such Person.

"Sale Motion" means that motion to be filed in the Seller's Chapter 11 Case requesting that the Bankruptcy Court (a) enter the Bidding Procedures Order and (b) enter the Sale Order at the final hearing on the Sale Motion, and approve all related transactions.

"Sale Order" means an order of the Bankruptcy Court entered in the Seller's Chapter 11 Case pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, approving this Agreement and the transactions contemplated hereby, in all respects as shall be reasonably satisfactory to the Seller and the Buyer, including (i) approving the sale and transfer of the Acquired Assets to the Buyer free and clear of all Liens, Claims and interests other than Permitted Liens, if any, pursuant to Section 363(f) of the Bankruptcy Code; (ii) approving the assumption and assignment to the Buyer of the Assumed Contracts; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing a finding that the transactions contemplated by this Agreement are undertaken by the Seller and the Buyer (solely in its capacity as such) at arm's length, without collusion, and finding that the Buyer is a good-faith Buyer entitled to the protections of Section 363(m) of the Bankruptcy Code; (v) finding that due and adequate notice of the approval of the sale hearing and proposed Sale Order and an opportunity to be heard were provided to all Persons entitled thereto, including but not limited to, all Governmental Entities entitled to such notice; (vi) confirming that the Buyer is acquiring the Acquired Assets free and clear of all Liens and Liabilities, other than the Assumed Liabilities, and authorizing the Buyer (a) to execute and file such statements, instruments, releases and other documents on behalf of any Person asserting a Lien, Claim or Liability with respect to the Business or the Acquired Assets, (b) to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims and Liabilities against the Business and the Acquired Assets, and (c) to seek in the Bankruptcy Court or any other court to compel appropriate persons to execute termination statements, instruments of satisfaction, and releases of all Liens, Claims or Liabilities with respect to the Business or the Acquired Assets other than Assumed Liabilities; (vii) assuring that the Buyer will not be subject to successor liability for any Lien, Claims, Liabilities or causes of action of any kind or character against any Seller, whether known or unknown, unless expressly assumed as an Assumed Liability pursuant to this Agreement; (viii) authorizing the Buyer to freely own and operate the Business and the Acquired Assets; (ix) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement; (x) providing that the provisions of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) are waived and there will be no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure; (xi) permitting the Buyer to waive, in its sole discretion, the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure; (xii) finding that the Buyer has provided adequate assurance of future performance (as that term is used in Section 365 of the Bankruptcy Code) in connection with the assumption and assignment of the Assumed Contracts; (xiii) finding that the Buyer did not engage in any conduct which would allow this Agreement to be set aside pursuant to Section 363(n) of the Bankruptcy Code; and (xiv) granting related relief, which order shall be in all respects reasonably satisfactory to the Buyer.

"Seller" has the meaning set forth in the preamble.

"Seller-Provided IP" means all Intellectual Property that is licensed to Buyer pursuant to, or for which access thereto is otherwise provided to Buyer or its Subsidiaries in, this Agreement or the Transition Services Agreement.

"Seller's Chapter 11 Cases" has the meaning set forth in the recitals.

"Service Provider" means any director, officer, full-time or part-time employee, independent contractors, independent consultants or temporary employees, of the Seller.

"Solutions" has the meaning set forth in the preamble.

"Solutions Shared Services" means the contracts and services set forth on Annex 1 which are provided by Solutions in support of the Business.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or other persons performing similar functions with respect to such corporation) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director, managing member or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Successful Bidder" means the qualified bidder who shall have submitted the highest or otherwise best Qualified Bid at the conclusion of the Auction in accordance with the Bidding Procedures and Bidding Procedures Order.

"Tax" or "Taxes" means any net or gross income, net or gross receipts, net or gross proceeds, capital gains, capital stock, sales, use, user, leasing, lease, transfer, natural resources, premium, ad valorem, value added, franchise, profits, gaming, license, capital, withholding, payroll or other employment, estimated, goods and services, severance, excise, stamp, fuel, interest equalization, registration, recording, occupation, turnover, personal property (tangible and intangible), real property, escheat, unclaimed or abandoned property, alternative or add-on, windfall or excess profits, environmental, social security, disability, unemployment or other tax or customs duties or amount imposed by (or otherwise payable to) any Governmental Entity, or any interest, any penalties, additions to tax or additional amounts assessed, imposed or otherwise due or payable under applicable Laws with respect to taxes, in each case, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof that is filed with or supplied to, or required to be filed with or supplied to, any Governmental Entity.

"Transfer Tax" has the meaning set forth in Section 6.5.

"Transferred Employee" has the meaning set forth in Section 6.4(a).

"Transition Services Agreement" has the meaning set forth in Section 2.9(a)(iv).

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Delaware, or in any other state to the extent the law of such other state shall govern or apply to a specific asset or property of a Seller.

"WARN Act" has the meaning set forth in Section 3.11(c).

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of Acquired Assets. Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, on the terms and subject to the conditions of this Agreement and subject to entry of the Sale Order, at the Closing, the Buyer shall purchase, acquire, and accept from the Seller, and the Seller shall sell, transfer, assign, convey, and deliver to the Buyer (or its assignee pursuant to Section 9.4), all of the Seller's right, title and interest in, to or under all properties and assets of the Seller, of every kind and description, wherever located (including, for the avoidance of doubt, any assets located at any Leased Real Property), whether real, personal or mixed, tangible or intangible, that are used or useful in connection with the operation of the Business by the Seller in the Ordinary Course of Business, including all of the properties, rights, interests and other tangible and intangible assets of the Seller used or held for use in the Business set forth on Exhibit A attached hereto (collectively, the "Acquired Assets"), free and clear of all Liens (other than Permitted Liens) and Excluded Liabilities, in exchange for the consideration specified in Section 2.5; provided, however, that the Acquired Assets shall not include any Excluded Assets.

Section 2.2 Excluded Assets; Servicing of Excluded Accounts. Nothing contained herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Buyer, and the Seller shall retain all of its right, title and interest to, in and under the Excluded Assets; provided that the Buyer shall be the exclusive servicer of the non-delinquent (120-days or less past invoice date) Excluded Accounts and shall handle all communications with the account debtors concerning those accounts, including invoicing and in-house collections. The Buyer shall service those Excluded Accounts free of charge to the Seller employing the customary practices, policies, standards, procedures and the same degree of care that the Buyer uses in the management and collection of its own non-delinquent receivables, including Buyer's commercially reasonable efforts to collect prompt payment with respect to such Excluded Accounts. The Buyer shall remit proceeds from the Excluded Accounts to the Seller promptly following the Buyer's receipt of the same from the account debtors and the Buyer shall provide an accounting to the Seller every month with respect to its efforts in servicing the non-delinquent Excluded Accounts. The Seller shall retain all rights and the Buyer shall have no responsibilities with respect to the servicing of any delinquent (more than 120-days past invoice date) Excluded Accounts.

Section 2.3 Assumed Liabilities. On the terms and subject to the conditions of this Agreement and subject to entry of the Sale Order, at the Closing (or, with respect to assumed liabilities under Assumed Contracts or Assumed Permits that are expressly assumed by the Buyer after the Closing (or such later date of assumption as provided in Section 2.6), the Buyer shall assume, and become responsible for the following Liabilities of the Seller and no other Liabilities,

including the Excluded Liabilities (collectively, the "Assumed Liabilities"), and from and after the Closing (or such later date of assumption as provided in Section 2.6), agrees to timely pay, honor and discharge, or cause to be timely paid, honored and discharged, all Assumed Liabilities when due and in a timely manner in accordance with the terms thereof, and except for the Assumed Liabilities, the Buyer shall not be deemed to have assumed any other Liabilities of the Seller, any of its Affiliates or any predecessors of the foregoing:

(a) all Liabilities arising after the Closing Date under the Assumed Contracts and the Assumed Permits included in the Acquired Assets, in each case, to the extent that are incurred solely from the use of the Acquired Assets and conduct of the Business by the Buyer following the Closing Date;

(b) all Cure Amounts payable pursuant to Section 2.6(f);

(c) all Liabilities for Taxes expressly borne by the Buyer pursuant to Section 6.5;

(d) all Liabilities of the Seller with respect to customer warranty claims of the Business for services provided or jobs completed prior to Closing in an amount not to exceed $150,000;

(e) all Liabilities of the Seller with respect to customer membership programs of the Business in an amount not to exceed $150,000; and

(f) (i) all accrued vacation and sick time of the Transferred Employees that remains unused or unpaid as of the Closing in an amount not to exceed $50,000 and (ii) any other Liabilities described as being assumed by Buyer in Section 6.4 (subparts (i) and (ii)) collectively, the ("Assumed Employee Liabilities")).

Section 2.4 Excluded Liabilities. Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that the Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of the Seller or the Business or any other Liabilities that are not expressly Assumed Liabilities, whether existing at any time before or after the Closing Date or arising thereafter, other than the Assumed Liabilities (all such Liabilities that the Buyer is not assuming being referred to collectively as the "Excluded Liabilities"). Without limiting the foregoing, the Buyer shall not be obligated to assume, does not assume and hereby disclaims all the Excluded Liabilities, including the following Liabilities of the Seller or the Business whether incurred or accrued at any time before or after the Closing Date:

(a) except as otherwise provided in Section 6.5, (i) all Taxes of the Seller or any of its Affiliates, including Taxes imposed on the Seller under Treasury Regulations Section 1.1502-6 and similar provisions of state, local or foreign Tax Law accruing prior to the Closing and (ii) all Liabilities for Taxes relating to the Business, Acquired Assets or Transferred Employees for all Taxable periods (or portions thereof) ending on or prior to the Closing Date (including, for the avoidance of doubt, any payroll or other employment Taxes deferred by the Seller pursuant to Section 2302 of the CARES Act);

(b) all Liabilities of the Seller for fees, costs and expenses incurred in connection with Seller's Chapter 11 Cases or negotiating, preparing, closing and carrying out this Agreement and the transactions contemplated hereby or in investigating, pursuing or completing the transactions contemplated hereby including the solicitation of other potential acquirors of Seller or its Affiliates or the consideration of other strategic initiatives, including any fees and expenses of attorneys, investment bankers, finders, brokers, accountants, advisors and consultants or other transaction related costs;

(c) all Personal Property Taxes;

(d) all Liabilities of the Seller in respect of Claims (except to the extent of any Cure Amounts payable pursuant to Section 2.6(f) under any Assumed Contracts);

(e) all Liabilities arising in connection with any violation of any applicable Law relating to the period on or prior to the Closing Date by the Seller;

(f) any Environmental Claims, or Environmental Liabilities, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing Date or otherwise to the extent arising out of any actions or omissions of Seller, including, without limitation : (i) the Excluded Assets; (ii) the conduct of the Business or the ownership or operation of the Business, any property now or previously owned, leased or operated by any Seller or the Acquired Assets, in each case on or prior to the Closing Date; (iii) the presence or Release of or exposure to any Hazardous Materials at, on, under or migrating from any property now or previously owned, leased or operated by any Seller or any Acquired Asset or otherwise arising out of the ownership or operation of the Business, in each case arising at or prior to the Closing Date; (iv) the transportation, storage, treatment, disposal, generation, manufacturing, recycling, reclamation, use or other handling of any Hazardous Materials on or prior to the Closing Date with respect to any property now or previously owned, leased or operated by any Seller or the Acquired Assets or any activities or operations occurring or conducted at any real property used or held for use by any Seller (including offsite disposal) or the Acquired Assets, or relating in any manner to the ownership or operation of the Business on or prior to the Closing Date; (v) any violations of Environmental Law to the extent such violations occurred prior to the Closing Date; and/or (vi) the items set forth on Section 3.8 of the Disclosure Schedule;

(g) all Litigation and any other Liabilities, including any tort claims, breach of contract claims, employment claims and discrimination claims, to the extent relating to Claims (including Claims instituted after the Closing Date), events or conditions arising out of or relating in any way to the conduct or operation of the Business or the ownership of the Acquired Assets on or prior to the Closing Date even if instituted after the Closing Date;

(h) all Excluded Employee Liabilities;

(i) all Liabilities arising out of or related to any Excluded Asset;

(j) all Liabilities to any (i) current or former owner or holder of capital stock or other Equity Interests of any Seller or current or former holder of Claims against the

Seller or the Business (other than the Assumed Liabilities), (ii) current or former officer, manager or director of any Seller (including any Liability with respect to indemnification or advancement of expenses), or (iii) any current or former Subsidiary of the Seller, in each case in their capacity as such;

(k) all Liabilities relating to (i) the collection, storage, transmission, use or disposal of any Personal Information of any third party, in each case on or before the Closing Date, and (ii) the transfer of any such Personal Information to Buyer pursuant to this Agreement;

(l) all other Liabilities that are not Assumed Liabilities, including all Liabilities arising under or in connection with written or oral Contracts;

(m) all Liabilities of the Seller constituting trade accounts payable or other accounts payable incurred on or prior to the Closing Date to the extent not included as a Cure Amount for an Assumed Contract;

(n) all Liabilities relating to, arising from or with respect to, the conduct of the Business or the Acquired Assets (and the use thereof) arising or accruing at any time on or prior to the Closing Date to the extent not included as a Cure Amount for an Assumed Contract or expressly designated an Assumed Liability; and

(o) all other Liabilities of the Seller under this Agreement and the Related Agreements and the transactions contemplated hereby or thereby (excluding all the Assumed Liabilities).

Section 2.5 Consideration. The aggregate consideration for the sale, transfer, assignment, conveyance and delivery of the Acquired Assets to the Buyer (the "Purchase Price") shall be (a) the Cash Purchase Price which shall be delivered to Seller in accordance with Section 2.9(b)(i) (by delivery of the Closing Seller Payment) and Section 2.13 (by delivery of the Good Faith Deposit); plus (b) the assumption of Assumed Liabilities (including the Cure Amounts payable pursuant to Section 2.6(f)). Not later than two (2) Business Days following the entry of the Bidding Procedures Order, the Buyer will confirm the then-current dollar amount of the Purchase Price in writing to the Seller, which amount shall be subject to upward adjustment at any time prior to or during the Auction.

Section 2.6 Assumption and Assignment of Contracts, Leases, Employee Benefit Plans and Permits.

(a) The Sale Order shall provide for the assumption by the Seller, and the assignment to the extent legally capable of being assigned by the Seller to the Buyer, of the Assumed Contracts on the terms and conditions set forth in the remainder of this Section 2.6.

(b) At the Buyer's request, the Seller shall reasonably cooperate from the date hereof forward with the Buyer as reasonably requested by the Buyer to allow the Buyer to enter into an amendment of any Contract or Lease effective upon assignment to the Buyer of such Contract or Lease (and the Seller shall reasonably cooperate with the Buyer to the

extent reasonably requested with the Buyer in negotiations with the applicable non-debtor counterparties and/or landlords). The Buyer shall compensate the Seller for any reasonable, reasonably documented out-of-pocket, non-fixed costs with respect to the foregoing, but not to include outside counsel fees.

(c) Section 2.6(c)(i) of the Disclosure Schedule sets forth a true, correct, and complete list of all Contracts and Leases to which the Seller is a party with respect to the Business. Section 2.6(c)(ii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Seller's Employee Benefit Plans. Section 2.6(c)(iii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Assumable Permits with respect to the Business. The proposed Cure Amounts in respect of each Contract, Lease and Employee Benefit Plan, are also set forth in Section 2.6(c)(i) of the Disclosure Schedule. Buyer has advised the Seller that it may want the Seller to assume and assign certain of the Contracts and Leases set forth in Section 2.6(c)(i) of the Disclosure Schedule, Employee Benefit Plans set forth in Section 2.6(c)(ii) of the Disclosure Schedule and Assumable Permits set forth in Section 2.6(c)(iii) of the Disclosure Schedule, in each case, under section 365 of the Bankruptcy Code. The inclusion of any Contract or Lease on Section 2.6(c)(i) of the Disclosure Schedule, Employee Benefit Plan on Section 2.6(c)(ii) of the Disclosure Schedule or Assumable Permit on Section 2.6(c)(iii) of the Disclosure Schedule does not constitute an admission that a particular contract is an executory contract or unexpired lease within the meanings set forth in the Bankruptcy Code or require or guarantee that such Contract, Lease, Employee Benefit Plan or Assumable Permit will ultimately be assumed. All rights of Buyer with respect thereto are reserved. The Buyer shall, no later than five (5) days prior to the earlier of (i) a scheduled Auction or, (ii) in the event no Auction is held, prior to the hearing scheduled to consider entry of the Sale Order (the "Designation Deadline"), identify in writing to the Seller the Contracts, Leases, Employee Benefit Plans and Assumable Permits that the Buyer has decided subject to its other rights in this Section 2.6, will be Assumed Contracts by putting such agreements onto a contract and cure schedule (the "Contract and Cure Schedule"), will be Assumed Employee Benefit Plans by putting such Employee Benefit Plans on the "Assumed Employee Benefit Plan Schedule" or will be Assumed Permits by putting such Assumable Permits on the "Assumed Permit Schedule", each of which may be modified from time to time as set forth herein. Notwithstanding the foregoing, subject to its other rights in this Section 2.6, if the Buyer is designated as the Successful Bidder at the Auction, no later than seven (7) days after entry of the Sale Order, but in no event later than the Closing Date (the "Opt Out Deadline"), the Buyer may add or remove any Contract, Lease, Employee Benefit Plan or Assumable Permit to or from the Contract and Cure Schedule, Assumed Employee Benefit Plan Schedule or Assumed Permit Schedule, as applicable, in each case as may have been amended prior thereto by the Buyer in accordance with this clause (c), and, in the case of any Contract or Lease that is removed from the Contract and Cure Schedule, Employee Benefit Plan that is removed from the Assumed Employee Benefit Plan Schedule or Assumable Permit that is removed from the Assumed Permit Schedule, as applicable, either advise the Seller it has no objection to the Seller rejecting such Contract, Lease, Employee Benefit Plan or Assumable Permit, in each case by providing notice thereof to the Seller along with a further modified Contract and Cure Schedule, Assumed Employee Benefit Plan Schedule or Assumed Permit Schedule, as applicable. The final Contract and Cure Schedule, as modified by any such designations or removals is referred

to as the "Closing Assumed Contract List". The final Assumed Employee Benefit Plan Schedule, as modified by any such designations or removals is referred to as the "Closing Assumed Employee Benefit Plan List". The final Assumed Permit Schedule, as modified by any such designations or removals is referred to as the "Closing Assumed Permit List". For the avoidance of doubt, at any time and from time to time prior to the Designation Deadline, or if the Buyer is designated as the Successful Bidder at the Auction, the Opt Out Deadline, the Buyer shall have the right, in its sole and absolute discretion, to designate a Contract, Lease, Employee Benefit Plan or Assumable Permit for exclusion and, subject to the Seller's reasonable discretion, rejection by delivering written notice to the Seller along with (x) a modified Contract and Cure Schedule (and all such Contract and Leases shall be Excluded Assets and all Liabilities arising under or in connection with such Contracts shall be Excluded Liabilities), (y) a modified Assumed Employee Benefit Plan Schedule (and all such Employee Benefit Plans shall be Excluded Assets and all Liabilities arising under or in connection such Employee Benefit Plans shall be Excluded Liabilities) or (z) a modified Assumed Permit Schedule (and all such Assumable Permits shall be Excluded Assets and all Liabilities arising under or in connection with such Assumable Permits shall be Excluded Liabilities), without the necessity of providing prior notice to any non-debtor counterparty to any such Contract, Lease, Employee Benefit Plan or Assumable Permit.

(d) The Sale Order shall provide that each Contract and Lease included on the Closing Assumed Contract List and Cure Schedule, Employee Benefit Plan included on the Closing Assumed Employee Benefit Plan List and Assumable Permit included on the Closing Assumed Permit List will be deemed to have been assigned to the Buyer and become an Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit, as applicable, on the date (the "Assumption Effective Date") that is the later of: (i) the Closing Date, or (ii) contemporaneously with the resolution of any objections to the assumption and assignment of such Contract or Lease (or to a proposed Cure Amount), Employee Benefit Plan or Assumable Permit.

(e) As part of the Sale Motion (or as necessary in one or more separate motions), the Seller shall request that, by virtue of the Seller providing prior notice of their intent to assume and assign any Contract, Lease, Employee Benefit Plan or Assumable Permit pursuant to the terms set forth in the Bidding Procedures Order, the Bankruptcy Court shall deem (by way of the Bidding Procedures Order or such other order of the Bankruptcy Court) any non-debtor party to such Contract, Lease, Employee Benefit Plan or Assumable Permit that does not file an objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract, Lease, Employee Benefit Plan or Assumable Permit by the relevant Seller and assignment to the Buyer. Subject to Section 2.6(j), (i) each Contract and Lease that is listed on Section 2.6(c)(i) of the Disclosure Schedule, but not the Closing Assumed Contract List, shall be rejected by the Seller, (ii) each Employee Benefit Plan that is listed on Section 2.6(c)(ii) of the Disclosure Schedule, but not the Closing Assumed Employee Benefit Plan List shall be rejected by the Seller and (iii) each Assumable Permit that is listed on Section 2.6(c)(iii) of the Disclosure Schedule, but not the Closing Assumed Permit List shall be rejected by the Seller, in each case of (i), (ii) and (iii), subject to the Seller's reasonable discretion and approval by the Bankruptcy Court.

(f) In connection with the assumption and assignment to the Buyer of any Assumed Contract, amounts that must be paid and obligations that otherwise must be satisfied, pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in order to effectuate the assumption by the Seller and the assignment to the Buyer of such Assumed Contract, as agreed among the applicable non-debtor counterparty, the Seller and the Buyer, or as determined by the Bankruptcy Court, that relates to the period prior to the Assumption Effective Date (such amounts, the "Cure Amounts"), shall be paid by the Buyer, on the Assumption Effective Date, and not by the Seller and the Seller shall have liability therefor, and the Cure Amounts paid by the Buyer shall not reduce, directly or indirectly, the Cash Purchase Price received by the Seller hereunder.

(g) The Seller shall use its commercially reasonable efforts to obtain an order of the Bankruptcy Court (including the Sale Order) authorizing the assumption and assignment of the Assumed Contracts to Buyer (the "Assumption Approval") on the terms set forth in this Section 2.6. In the event the Seller is unable to assign any such Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit to the Buyer pursuant to an order of the Bankruptcy Court for any reason, including that the Consent of a Governmental Entity or third party is necessary to assume and assign such Assumed Contracts to the Buyer (the "Necessary Consents") and such Necessary Consent has not yet been obtained, then the Parties shall use their commercially reasonable efforts until the earlier of the effective date of a Chapter 11 plan confirmed in the Seller's Chapter 11 Cases or the ninetieth (90th) day after the Closing Date (the "Consent Deadline") to obtain, and to cooperate in obtaining, all Consents from Governmental Entities and third parties necessary to assume and assign such Contract, Lease, Employee Benefit Plan or Assumable Permit to the Buyer, including, in the case of the Buyer, paying any applicable Cure Amounts.

(h) To the extent that any Consent that is required to assign to the Buyer any Contract or Lease is not obtained by the Closing Date, the Seller shall, with respect to each such Contract or Lease, from and after the Closing and until the earliest to occur of (x) the effective date of a Chapter 11 plan confirmed in the Seller's Chapter 11 Cases, (y) the date on which such applicable Consent is obtained (which Consents the Parties shall use their commercially reasonable efforts, and cooperate with each other, to obtain promptly), and (z) the Consent Deadline, use commercially reasonable efforts to (i) provide to the Buyer the benefits under such Contract or Lease , (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract or Lease in trust for the Buyer pending receipt of the required Consent) designed to provide such benefits to the Buyer, and (iii) use its commercially reasonable efforts to enforce for the account of the Buyer any rights of the Seller under such Contract or Lease (including the right to elect to terminate such Contract or Lease in accordance with the terms thereof upon the written direction of the Buyer). The Buyer shall reasonably cooperate with the Seller in order to enable the Seller to provide to the Buyer the benefits contemplated by this Section 2.6(h). The Buyer shall compensate the Seller for any reasonable and reasonably documented out-of-pocket, non-fixed costs with respect to any Assumed Contract for which a Necessary Consent has not been obtained until such time as such Assumed Contract is either (a) assumed by the Seller and assigned to the Buyer or (b) rejected by the Seller.

(i) Notwithstanding the foregoing, a Contract or Lease shall not be an Assumed Contract hereunder and shall not be assigned to, or assumed by, the Buyer to the extent that such Contract or Lease (i) is rejected by the Seller or validly terminated by the Seller in accordance with the terms hereof or by the other party thereto, or terminates or expires by its terms, on or prior to the Closing Date and is not continued or otherwise extended upon assumption, or (ii) requires a Consent of any Governmental Entity or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to the Buyer of the Seller's rights under such Contract, and no such Consent has been obtained prior to the effective date of a Chapter 11 plan confirmed in the Seller's Chapter 11 Cases or the Consent Deadline. In addition, a Permit shall not be assigned to, or assumed by, the Buyer to the extent that such Permit requires a Consent of any Governmental Entity or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to the Buyer of the Seller's rights under such Permit, and no such Consent has been obtained prior to the Closing or such later date as may be agreed among the Seller and the Buyer (and all costs and expenses associated with such extension shall be borne by the Buyer).

(j) If prior to the Closing, it is discovered that a Contract should have been listed on Section 2.6(c) of the Disclosure Schedule but was not so listed (any such Contract, a "Previously Omitted Contract"), the Seller shall, promptly following the discovery thereof (but in no event later than five (5) Business Days following the discovery thereof), notify the Buyer in writing of such Previously Omitted Contract and provide the Buyer with a copy of such Previously Omitted Contract and the Cure Amount (if any) in respect thereof. The Buyer shall thereafter deliver written notice to the Seller, no later than five (5) Business Days following such notice of such Previously Omitted Contract from the Seller, if the Buyer elects to so include such Previously Omitted Contract on the Contract and Cure Schedule.

(k) If the Buyer includes a Previously Omitted Contract on the Contract and Cure Schedule in accordance with Section 2.6(j), the Seller shall file and serve a notice on the contract counterparties to such Previously Omitted Contract notifying such counterparties of the Seller's intention to assume and assign to the Buyer such Previously Omitted Contract, including the proposed Cure Amount (if any). Such notice shall provide such contract counterparties pursuant to the procedures set forth in the Bidding Procedures Order to object, in writing, to the Seller and the Buyer to the assumption of its Contract or Lease. If such counterparties, the Seller and the Buyer are unable to reach a consensual resolution with respect to the objection, the Seller shall seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such Previously Omitted Contract. If no objection is timely served on the Seller and the Buyer, then such Previously Omitted Contract shall be deemed assumed by the Seller and assigned to the Buyer pursuant to the Sale Order. The Seller and the Buyer shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for the Buyer to assume the rights and obligations under such Previously Omitted Contract.

Section 2.7 Reserved.

Section 2.8 Closing. The Parties agree that the closing of the transactions contemplated by this Agreement including the purchase and sale of the Acquired Assets pursuant to this Agreement (the "Closing") shall take place electronically commencing at 10:00 a.m. (prevailing Eastern time) on the date that is the third (3rd) Business Day after the date on which all conditions to the obligations of the Seller and the Buyer to consummate the transactions contemplated hereby set forth in Article VII have been satisfied or waived (other than conditions with respect to actions that either or both the Seller and the Buyer will take at the Closing itself, but subject to the satisfaction or waiver (by the Party entitled to waive such condition) of those conditions) or at such other time or on such other date as shall be mutually agreed upon by the Seller and the Buyer prior thereto (the "Closing Date"); provided, however, the Closing shall occur prior to the End Date. The date and time on and at which the Closing actually occurs is referred to in this Agreement as the "Closing Date."

Section 2.9 Deliveries at Closing.

(a) At the Closing, the Seller shall deliver to the Buyer the following documents and other items, duly executed by the Seller, as applicable:

(i) the Acquired Assets;

(ii) a copy of the Sale Order entered by the Bankruptcy Court;

(iii) a Bill of Sale substantially in the form of Exhibit B attached hereto (the "Bill of Sale");

(iv) an Assignment and Assumption Agreement substantially in the form of Exhibit C attached hereto (the "Assignment and Assumption Agreement");

(v) an Intellectual Property Assignment substantially in the form of Exhibit D attached hereto together with any short-form assignments requested by the Buyer for recordation with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other Governmental Entity or domain name registrar (collectively, the "Intellectual Property Assignment");

(vi) the Transition Services Agreement, in the form attached hereto as Exhibit F (the "Transition Services Agreement");

(vii) one or more Assignment of Lease Agreements with respect to those Leases which constitute Assumed Contracts, substantially in the form attached hereto as Exhibit G (the "Assignment of Lease Agreement");

(viii) a certificate signed by an authorized officer of the Seller to the effect that each of the conditions specified in Section 7.1(a), Section 7.1(b) and Section 7.1(g) is satisfied in accordance with the terms thereof; and

(ix) from the Seller, a duly completed and executed Internal Revenue Service Form W-9 certifying that the Seller is a "U.S. person" and is not subject to United States backup withholding.

(b) At the Closing, the Buyer shall deliver to the Seller, the following documents, consideration and other items, duly executed by the Buyer, as applicable:

(i) the Closing Seller Payment;

(ii) the Assignment and Assumption Agreement;

(iii) the Intellectual Property Assignment;

(iv) the Transition Services Agreement;

(v) the Assignment of Leases Agreement(s);

(vi) a certificate to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) is satisfied in accordance with the terms thereof; and

(vii) a copy of the Buyer's certificate of incorporation, certificate of formation or other formation document certified as of a date on or soon before the Closing Date by the Secretary of State (or comparable governmental officer) of the respective jurisdictions of the Buyer's incorporation or organization.

Section 2.10 Allocation. As soon as reasonably practicable and in no event later than seventy-five (75) days after the Closing Date, the Buyer shall provide the Seller with a draft allocation of the Purchase Price for federal income tax purposes, including any liabilities properly included therein among the Acquired Assets and the agreements provided for herein, for federal, state and local income tax purposes (the "Allocation"). Within forty-five (45) days of the receipt of the Allocation, the Seller may deliver a written notice (the "Allocation Objection Notice") to the Buyer, setting forth in reasonable detail those items in the Allocation that the Seller disputes, if any. The Seller may make reasonable inquiries of the Buyer and its accountants and Service Providers relating to the Allocation, and the Buyer shall use reasonable efforts to cause any such accountants and Service Providers to cooperate with, and provide such requested information to, the Seller in a timely manner. If prior to the conclusion of such forty-five (45)-day period, the Seller notifies the Buyer in writing that the Seller will not provide any Allocation Objection Notice or if the Seller does not deliver an Allocation Objection Notice within such forty-five (45)-day period, then the Buyer's proposed Allocation shall be deemed agreed and final, conclusive and binding upon each of the Parties. Within thirty (30) days of the Seller's delivery of the Allocation Objection Notice, the Seller and the Buyer shall attempt to resolve in good faith any disputed items, and failing such resolution, the Buyer and Seller shall each be entitled to allocate any disputed items in the manner that they determine in their reasonable discretion. The Allocation shall be prepared in accordance with IRC Section 1060 and the treasury regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate). With respect to any portion of the Allocation that is agreed between the parties, (i) the Buyer and the Sellers shall each report the federal, state and local income and other Tax consequences of the transactions contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under IRC Section 1060 (or any successor form or successor provision of any future Tax Law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and (ii) neither Buyer nor Seller

will take any position inconsistent with the Allocation unless otherwise required under applicable Law.

Section 2.11 Proration of Taxes and Other Items. Except as otherwise provided in this Agreement with respect to Tax items allocable to a particular Party, to the extent that any of the items listed below in this Section 2.11 are paid by the Seller prior to the Closing or are payable by the Buyer or the Seller after the Closing Date, such items shall be apportioned as of the Closing Date such that (i) the Seller shall be liable for (and shall reimburse the Buyer to the extent that the Buyer shall pay) that portion of such of the foregoing relating or attributable to periods prior to the Closing Date; and (ii) the Buyer shall be liable (and shall reimburse the Seller, to the extent the Seller shall have paid) that portion of the foregoing relating or attributable to periods on or after the Closing Date. Should any amounts to be prorated not have been finally determined on the Closing Date, a mutually satisfactory estimate of such amounts made on the basis of the Seller's records shall be used as a basis for settlement at the Closing, and the amount finally determined will be prorated as of the Closing Date and appropriate settlement made as soon as practicable after such final determination, with final settlement to be made no later than sixty (60) days after the Closing Date. The items to be prorated in accordance with this Section 2.11 shall include, without limitation: (a) personal property, real estate, retail sales, occupancy and use Taxes, if any, on or with respect to the Business, the Acquired Assets and/or the Assumed Liabilities, except to the extent the date of the assessment of such Taxes falls before the Closing Date, in which case such Taxes shall be Excluded Liabilities; (b) lease payments under any Assumed Contract that is a Lease for the month in which the Closing occurs; and (c) insurance premiums of any policies acquired by the Buyer at the Closing. The Seller and the Buyer agree to furnish each other with such documents and other records as each Party reasonably requests in order to confirm all adjustment and proration calculations made pursuant to this Section 2.11.

Section 2.12 [Reserved.]

Section 2.13 Good Faith Deposit. Upon Buyer's execution of this Agreement, the Buyer shall remit an earnest-money deposit in the amount of ten percent (10%) of the Cash Purchase Price (i.e., $1,150,000) to a non-interest-bearing escrow account maintained by Seller or Solutions (the "Good Faith Deposit"), which Good Faith Deposit shall be applied against the Purchase Price at Closing. Within five (5) Business Days of any termination of this Agreement, the Good Faith Deposit shall be returned to the Buyer if this Agreement is duly terminated in accordance with Section 8.1 (other than in the event of a Buyer Termination Breach). If a Buyer Termination Breach has occurred, the Good Faith Deposit shall be forfeited to the Seller's estate and such forfeiture of the Good Faith Deposit shall be Seller's sole and exclusive remedy and Seller shall have no further Claims or causes of action against Buyer arising from or relating to such termination of the Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller represents and warrants to the Buyer as of the date hereof and as of Closing:

Section 3.1 Organization of the Seller; Good Standing.

(a) The Seller is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation or incorporation.

(b) The Seller has all requisite limited liability company power and authority to own, lease and operate its assets and to carry on the Business as currently conducted.

(c) True and complete copies of the organizational documents of the Seller have been made available to the Buyer.

(d) The Seller is duly authorized to conduct its business and is in good standing as a foreign limited liability company in each jurisdiction where the ownership or operation of the Acquired Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not individually or in the aggregate, reasonably be expected to result in a material liability to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby. No other jurisdiction has demanded, requested or otherwise indicated that the Seller is required so to qualify on account of ownership or operation of the Acquired Assets or the conduct of the Business.

(e) Except as set forth on Section 3.1(e) of the Disclosure Schedule, the Seller (i) has no Subsidiaries and (ii) does not directly or indirectly control any Subsidiary or any other Person which is involved in or relates to the Business. Except as set forth on Section 3.1(e) of the Disclosure Schedule, all outstanding equity interests of each Subsidiary of the Seller are held of record by the Seller and beneficially owned by the Seller, all outstanding equity interests of each Subsidiary, if any, of the Seller have been duly authorized and are fully paid and non-assessable. There are no outstanding or authorized, and there is no obligation of any Subsidiary of the Seller to issue or grant, any options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, preemptive rights, redemption rights, repurchase rights, rights of first refusal or other rights, or Contracts that could require any Subsidiary of the Seller to issue, sell or otherwise cause to become outstanding or that otherwise relate to the equity interests of any Subsidiary of the Seller or to redeem or otherwise acquire any of its outstanding equity interests, or obligate any Subsidiary of the Seller to grant, extend or enter into any such agreements.

Section 3.2 Authorization of Transaction. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing:

(a) The Seller has all requisite limited liability company power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and all Related Agreements to which the Seller is a party have been duly authorized by the Seller, and no other limited liability company action on the part of the Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the transactions contemplated hereby or thereby; and

(b) This Agreement has been duly and validly executed and delivered by the Seller, and, upon execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which the Seller is a party will have been duly and validly executed and delivered by the Seller. Assuming that this Agreement constitutes a valid and legally binding obligation of the Buyer, this Agreement constitutes the valid and legally binding obligations of the Seller, enforceable against the Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming, to the extent that it is a party thereto, that each Related Agreement constitutes a valid and legally binding obligation of the Buyer, each Related Agreement to which the Seller is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of the Seller, as applicable, enforceable against the Seller in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Consents and Approvals.

(a) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) conflict with or result in a breach of the certificate of incorporation, certificate of formation, limited liability company agreement, by-laws or other organizational documents of the Seller, (ii) violate or conflict with any Law or Decree to which the Seller is, or its respective assets or properties are, subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice or payment under, or result in the creation or imposition of any Liens upon any of the Acquired Assets under, any Contract or Lease to which the Seller is a party or by which it is bound or to which any of the Acquired Assets is subject, except as set forth on Section 3.3(a) of the Disclosure Schedule and, in the case of clause (ii) or (iii), for such violations, conflicts, breaches, defaults, accelerations, rights or failures to give notice, as would not, individually or in the aggregate, reasonably be expected to be material to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby.

(b) Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing and except as set forth on Section 3.3(b) of the Disclosure Schedule, no Consent, notice or filing is required to be obtained by the Seller from, or to be given by the Seller to, or made by the Seller with, any Governmental Entity in connection with the execution, delivery and performance by the Seller of this Agreement or any Related Agreement. Subject to the Sale Order having been entered and still being in effect (and not subject to any stay pending appeal at the time of Closing) and except as set forth on Section 3.3(b) of the Disclosure Schedule, no Consent, notice or filing is required to be obtained by the Seller from, or to be given by the Seller to, or made by the Seller with, any Person that is not a Governmental Entity in connection with the execution, delivery and performance by the Seller of this Agreement or any

Related Agreement, and except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to be material to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby.

Section 3.4 Capitalization. Section 3.4 of the Disclosure Schedule sets forth a true and complete list of each of the equityholders of the Seller and the Equity Interests held by each such equityholder.

Section 3.5 Acquired Assets. The Seller has good and valid title to, or, in the case of leased assets, has good and valid leasehold interests in, the Acquired Assets, and at the Closing will convey the Acquired Assets free and clear of all Liens (except for Permitted Liens). Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business taken as a whole, the Acquired Assets to be conveyed to Buyer hereunder at Closing (taking into account any rights granted or services to be provided under this Agreement and taking into account all provisions of this Agreement and the Related Agreements), will constitute, except for the Excluded Assets and the Solutions Shared Services, (a) all the properties, rights and other assets necessary and sufficient to carry on the Business in the Ordinary Course of Business as conducted by the Seller, and (b) all of the assets owned by the Seller or in which the Seller has an interest and held for use by the Seller in the conduct of the Business.

Section 3.6 Financial Statements; Projects.

(a) Attached as Schedule 3.6 are true, correct and complete copies of the statement of income of the Seller as of and for the fiscal year ended December 31, 2024 (collectively, the "Financial Statements"). To the Knowledge of the Seller, the Financial Statements are true, correct and complete and fairly present the results of operations of the Seller for such period in all material respects.

Section 3.7 Contracts.

(a) Section 3.7(a) of the Disclosure Schedule sets forth, to the Seller's Knowledge, a true, correct and complete list of all Material Contracts to which the Seller is a party or by which its assets or the Business is bound and copies of all such Contracts and all other material Contracts or instruments entered into or delivered in connection therewith, as amended through the date hereof, have been delivered to or made available to the Buyer. Section 3.7(a) of the Disclosure Schedule specifically identifies the following Contracts related to the Business to which the Seller is a party with respect to the Business or by which the Business is bound (each item disclosed or required to be disclosed on Section 3.7(a) of the Disclosure Schedule, a "Material Contract"):

(i) any Contract for the lease of personal property to or from any Person providing for lease payments in excess of $50,000 per annum;

(ii) any Contract for the purchase or sale of equipment, supplies, products, goods on order, Inventory (as defined in the UCC) or other personal property, the performance of which will extend over a period of more than six

months after the Closing Date or involves consideration in excess of $50,000 per annum;

(iii) any Contract, excluding any employment Contract, for services, including services performed by any Service Provider involving consideration in excess of $50,000 per annum;

(iv) any employment Contract providing for services performed by any Service Provider involving consideration in excess of $50,000 per annum;

(v) any Contract that is a collective bargaining agreement;

(vi) each Contract (i) by which any Intellectual Property is licensed from any Person (other than licenses for commercially available, non-customized off-the-shelf software licensed through click-wrap software), (ii) pursuant to which the Seller grants any right or license to Owned Intellectual Property to any Person, or (iii) that contains any covenant not to sue or assert with respect to any Owned Intellectual Property;

(vii) any Contract that restricts, limits or prohibits the Seller from freely engaging in any material business (other than pursuant to any radius restriction contained in any lease, reciprocal easement or development, construction, operating or similar agreement);

(viii) any Contract relating to funded indebtedness;

(ix) any Contract (including the Leases) that involves the lease of real property or that obligates the Seller to purchase real property;

(x) any Contract granting to any Person an option or a first refusal, first-offer, or similar preferential right to purchase or acquire any of the Acquired Assets;

(xi) each Contract with a Governmental Entity;

(xii) any Contract that creates or governs a partnership, joint venture, strategic alliance or similar arrangement; and

(xiii) any Contract with any Related Party.

(b) Each Material Contract is legal, valid, binding, enforceable and in full force and effect. Except as set forth on Section 3.7(b) of the Disclosure Schedule, neither the Seller nor, to the 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), or has provided or received any notice of any intention to terminate, any Material Contract.

Section 3.8 Legal Compliance.

(a) The Seller is in compliance with all Laws and Decrees applicable to the Business or the Acquired Assets in all material respects. In the past twelve (12) months, the Seller has not received any written notice relating to material violations or alleged material violations or material defaults under any Law, Decree or any Permit, in each case, with respect to the Business or the Acquired Assets.

(b) To the Knowledge of Seller, the Seller nor any of its officers, managers, members, directors, agents, employees or any other Persons acting on their behalf has (i) made any illegal payment, including to any officer or employee of any Governmental Entity or any employee, customer or supplier of the Seller, or (ii) accepted or received any unlawful contributions, payments, expenditures or gifts; and no Litigation has been filed, commenced or, to the Knowledge of the Seller, threatened in writing or anticipated alleging any such payments. To the Knowledge of Seller, the Seller nor any of its officers, managers, members, directors, agents, employees or any other Persons acting on their behalf has taken any action that would result in a violation by the Seller of anti-corruption Law, or the rules and regulations issued thereunder or any other anti-bribery or anti-corruption Laws that are applicable to the Seller.

Section 3.9 Litigation. Except as set forth on Section 3.9 of the Disclosure Schedule, there is no Litigation pending or, to the Knowledge of the Seller, threatened, before any Governmental Entity brought by or against the Seller, whether on an individual or a class-action basis, and including any investigations by any attorney general or similar office on behalf of any Governmental Entity, that, if adversely determined, would not, individually or in the aggregate, reasonably be expected to be material to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby. There is no outstanding Decree to which the Business or the Seller is subject.

Section 3.10 Environmental, Health and Safety Matters.

(a) Except as set forth on Section 3.10(a) of the Disclosure Schedule, to the Knowledge of the Seller, the Seller, is, and for the past twelve (12) months, has been, in compliance in all material respects with all applicable Environmental Laws applicable to the Business, the Leased Real Property, or the Acquired Assets (which compliance includes the possession by the Seller of all necessary Environmental Permits in connection with the conduct of the Business, and compliance with the terms and conditions thereof).

(b) Except as set forth on Section 3.10(b)-1 of the Disclosure Schedule, to the Knowledge of the Seller, the Seller has not received from any Person, with respect to the Business or the Acquired Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date. Except as set forth on Section 3.10(b)-2 of the Disclosure Schedule, to the Knowledge of the Seller, there are no Decrees outstanding, or any Environmental Claims pending or threatened, in connection with the operation of the Business or the Leased Real Property or otherwise with respect to the ownership or use of the Acquired Assets.

(c) Seller has obtained and is in material compliance with all Environmental Permits necessary for the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Acquired Assets and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with Environmental Law.

(d) Except as disclosed on Section 3.10(d) of the Disclosure Schedule, to the Knowledge of the Seller, with respect to the Leased Real Property and the Acquired Assets, or otherwise in connection with the Business: (A) no Release by the Seller or by any other Person, of Hazardous Materials has occurred on, into, to or from any such property in such a manner as to give rise to any Liabilities under Environmental Laws or Environmental Permits; and (B) no Hazardous Materials are present or alleged to be present at any such property that are in violation of Environmental Laws or Environmental Permits, or which have given rise, or which could reasonably be expected to give rise, to any Liabilities or Remedial Action under Environmental Laws or Environmental Permits.

(e) To the Knowledge of Seller, the Seller has not disposed of, transported, arranged for transport, or otherwise sent any Hazardous Materials used in, made by, or generated by the conduct of the Business to any site or location where a Release of Hazardous Materials has occurred that requires, or would reasonably be expected to require Remedial Action under applicable Environmental Laws, or that otherwise would reasonably be expected to result in Liabilities. To the Knowledge of Seller, the Seller has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller.

(f) To the Knowledge of the Seller, neither the execution of this Agreement nor consummation of the transactions contemplated by this Agreement will require the undertaking of any Remedial Action pursuant to Environmental Laws.

Section 3.11 Employees and Employment Matters.

(a) Section 3.11(a) of the Disclosure Schedule lists all natural persons who are employees, independent contractors or consultants of the Business, including any employee who is on a leave of absence of any nature, paid or unpaid, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full-time or part-time); (iii) location; (iv) current annual base compensation rate or fee; and (v) commission, bonus or other incentive-based compensation paid in 2024. All compensation, including wages, commissions, bonuses, fees and other compensation, payable to all employees of the Business for services performed on or prior to the date hereof and/or the Closing (as applicable) have been paid in full or accrued in full.

(b) With respect to the Business and the Acquired Assets, the Seller is not, and since January 1, 2021, has not been, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization (collectively, "Unions"), and there is not, and has not been since January 1, 2021, any Union representing or purporting to represent any employee of the Business and, to the

Seller's Knowledge, no Union or group of employees is seeking or has sought to organize employees for the purpose of collective bargaining. To the Seller's Knowledge, in the past twelve (12) months there has not been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting the Business.

(c) To the Seller's Knowledge, the Seller has not committed any material unfair labor practice since January 1, 2024. Since January 1, 2024, the Seller has not implemented any plant closing or layoff of the Transferred Employees in violation of the United States Worker Adjustment and Retraining Notification Act, or any similar applicable Law (collectively, the "WARN Act"). Except as set forth on Section 3.11(c) of the Disclosure Schedule, Seller is not a party to any pending, or, to the Knowledge of the Seller, threatened employment-related Litigation, and is in material compliance with all employment Laws.

(d) Except as set forth on Section 3.11(d) of the Disclosure Schedule, there are no written employment contracts or severance agreements with any Transferred Employees.

Section 3.12 Employee Benefit Plans.

(a) Section 3.12 of the Disclosure Schedule lists each Employee Benefit Plan that the Seller maintains with respect to the Transferred Employees. With respect to each such Employee Benefit Plan:

(i) such plan, if intended to meet the requirements of a "qualified plan" under Section 401(a) of the IRC, is and has at all times since its adopted been so qualified and has received a favorable determination letter from the United States Internal Revenue Service or may rely on a favorable opinion letter issued by the Unites States Internal Revenue Service; and

(ii) The Seller has made available to the Buyer summaries of all such Employee Benefit Plans.

(b) Each Employee Benefit Plan has been established, funded, maintained and administered, in each case, in all material respects, in accordance with its terms and all applicable Laws. There is no material pending or, to the Knowledge of the Seller, threatened, Litigation relating to the Employee Benefit Plans. The Seller does not maintain, sponsor or contribute to, has not maintained, sponsored, contributed or been required to contribute to, and does not in any way have any liability, directly or indirectly, with respect to (i) any plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the IRC, (ii) any "multiemployer plan" (as defined in Section 3(37) of ERISA), (iii) any "multiple employer plan" (as defined in Section 413(c) of the IRC), or (iv) any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA).

Section 3.13 Real Property. The Seller does not own, nor has it ever owned, any real property. Section 3.13 of the Disclosure Schedule sets forth the address of each Leased Real Property, and a true and complete list of all Leases for such Leased Real Property. The Seller has

made available to the Buyer true and complete copies of such Leases. With respect to each of the Leases:

(a) such Lease is legal, valid, binding, enforceable and in full force and effect against the Seller subject to proper authorization and execution of such Lease by the other party thereto and the application of any bankruptcy or other creditor's rights Laws and the Seller has good and marketable title to the leasehold interest therein, free and clear of all Liens (other than Permitted Liens);

(b) other than as set forth on Section 3.13(b) of the Disclosure Schedule, except as to the pendency of Seller's Chapter 11 Cases, the Seller is not in breach or default under such Lease; and

(c) The Leased Real Property being used in the operation of the Business as currently conducted and is suitable for same, and no other real property is being used or is otherwise reasonably required to operate the Business as currently conducted or is anticipated to be operated pursuant to the terms hereof after the Closing Date.

Section 3.14 Permits. Section 3.14 of the Disclosure Schedule (i) contains a list of all material Permits and Contracts allowing the Seller to use a Permit (other than building/construction permits pulled by the Seller with respect to individual jobs) that the Seller holds in connection with the operations of the Business and whether such Permits are Assumable Permits and whether such Contracts are assignable; and (ii) indicates whether each individual who is a qualifier with respect to any such material Permit is an employee of Seller, in each case of clause (i) and (ii), as of March 16, 2025. There is no Litigation pending, nor to the Knowledge of the Seller, threatened in writing, that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Permits, other than any such Litigation that would not reasonably be expected to be, individually or in the aggregate, material to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby.

Section 3.15 Data Security and Privacy.

(a) To the Knowledge of Seller, the Seller complies in all material respects with all Data Protection Requirements and neither the execution, delivery or performance of this Agreement will result in any violation of any Data Protection Requirement.

(b) Since January 1, 2024, Seller has not suffered any systems failure, security breach, data loss or theft, unauthorized access to, use or disclosure of, or other adverse events or security incidents with respect to any Personal Data, in each case which would require notification of any Person pursuant to any Data Protection Requirement (collectively, a "Security Breach"). The Seller has not notified or been required subject to any Data Protection Requirement to notify any Person or Governmental Entity of any Security Breach. Since January 1, 2024, to the Knowledge of the Seller, has there been any material fact or circumstance that would require Seller to notify any Governmental Entity or other Person of any Security Breach under any Data Protection Requirement.

(c) Since January 1, 2024, Seller has not received any subpoenas, demands, or other notices from any Governmental Entity investigating, auditing, inquiring into, or

otherwise relating to any actual or potential violation of any Data Protection Law. Since January 1, 2024, no notice, complaint, claim, inquiry, audit, enforcement action, proceeding, or litigation of any kind has been served on, or initiated against the Seller or any of its officers, directors, or employees (in their capacity as such) by any private party or Governmental Entity, foreign or domestic, under any Data Protection Requirement.

(d) Seller has at all times in the past year implemented and maintained in all material respects commercially reasonable and appropriate security programs to protect Personal Data in connection with the operation of the Business. Since January 1, 2024, to the Knowledge of Seller, (i) no material breach or violation of any security program or Privacy Policy, included within that security program, has occurred or is threatened and (ii) there has been no breach of security of, or unauthorized or improperly authorized, accidental, or unlawful destruction, loss, alteration, access, use, or disclosure of any Personal Data collected, maintained transmitted, stored, or otherwise Processed by or for Seller.

Section 3.16 Insurance. Section 3.16 of the Disclosure Schedule contains a list of all insurance policies, including primary, excess and umbrella bond and other forms of material insurance owned or held by or on behalf, or providing insurance coverage to the Business, the Seller and its operations, properties and assets (collectively, the "Insurance Policies"), excluding director and officer, fiduciary or executive liability policies. The term "Insurance Policies" does not include policies of insurance that fund or relate to any Employee Benefit Plan. All of the Insurance Policies are in full force and effect and no written notice of cancellation or termination has been received by the Seller with respect to any of the Insurance Policies. There is no claim by the Seller or any other Person pending under any Insurance Policies as to which coverage has been denied or disputed.

Section 3.17 Absence of Changes. Except as set forth on Section 3.17 of the Disclosure Schedule, except with respect to the Seller's Chapter 11 Cases, since January 1, 2024, (a) the Business has been conducted only in the Ordinary Course of Business, and (b) there is no state of facts, change, event, effect, development, condition, circumstance or occurrence that has occurred or, to the Knowledge of the Seller, been threatened that (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences) has had or is reasonably likely to have, a Material Adverse Effect.

Section 3.18 Intellectual Property.

(a) Section 3.18 of the Disclosure Schedule sets forth a true, accurate and complete list of the following Owned Intellectual Property: (i) patents and patent applications, (ii) Registered Marks and Mark applications, (iii) registered copyrights, (iv) Internet domain names, (v) social media accounts, (vi) material unregistered Marks and (vii) material Proprietary Software, in (items (i)-(v), the "Business Intellectual Property Registrations"). The Business Intellectual Property Registrations are subsisting, unexpired, valid and enforceable. The Seller has taken all reasonably necessary actions, including making all necessary filings and paying all necessary fees, to maintain and protect the Business Intellectual Property Registrations.

(b) The Seller exclusively owns all right, title and interest in and to the Owned Intellectual Property, and has a valid and enforceable right to use all other Intellectual Property used, held for use or necessary to the operation of the Business (together with the Owned Intellectual Property, the "Business Intellectual Property"), in each case, free and clear of all Liens other than Permitted Liens. To the Knowledge of the Seller, the conduct of the Business, as previously conducted and as currently conducted, does not infringe, misappropriate, violate or dilute, and has not infringed, misappropriated, violated, or diluted, the Intellectual Property of any other Person. To the Knowledge of the Seller, no other Person is currently infringing, misappropriating, violating or diluting any Owned Intellectual Property.

(c) Other than with respect to third-party providers that provide services to the Business in the Ordinary Course of Business, Seller does not have any Contracts (including any license, sublicense, consent to use agreement, settlement agreement, coexistence agreement, covenant not to sue, waiver, release, permission, domain name registration agreement, and term of service) pursuant to which: (i) Seller licenses or otherwise makes available any Owned Intellectual Property to any other Person; or (ii) any other Person licenses or otherwise makes available any Intellectual Property to Seller.

(d) The Owned Intellectual Property, together with all Intellectual Property used under a license (in each case, included in the Acquired Assets), or licensed under this Agreement, is sufficient for the operation of the Business as currently conducted. The Seller is in material compliance with all contractual obligations relating to the protection of the Intellectual Property it uses pursuant to license or other agreement. The consummation of the transactions contemplated by this Agreement will not alter or impair any rights of the Seller in or to any Business Intellectual Property.

(e) Since January 1, 2024, there is and has been no Litigation (including any opposition, cancellation, revocation, review, or other proceeding), whether settled, pending, or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution or other violation by the Seller of the Intellectual Property of any Person; (ii) challenging the validity, enforceability, registrability, patentability, or ownership of any of the Business Intellectual Property or the Seller's right, title, or interest in or to any of the Business Intellectual Property; or (iii) by the Seller alleging any infringement, misappropriation, dilution or other violation by any Person of any of the Owned Intellectual Property.

(f) To Seller's Knowledge, the Seller takes commercially reasonable actions to protect the integrity and security of the computers, software, hardware, middleware, servers, networks, interfaces, information technology, routers, and related systems owned, licensed, leased or used by the Seller (the "IT Assets") and the information stored therein from unauthorized use, access or modification by third parties, and there has been no such unauthorized use, access or modification. The IT Assets are sufficient for the operation of the Seller's businesses, including the Business, as currently conducted. operate in accordance with their respective documentation in all material respects, and to the Knowledge of Seller are free from Destructive Mechanisms. The Seller has sufficient seat licenses for the IT Assets used in the operation of the Business.

Section 3.19 Taxes.

(a) The Seller has complied with all laws relating to Taxes in all material respects. The Seller has duly and timely filed all income and other material Tax Returns required to be filed by it with respect to the Business, Acquired Assets or Transferred Employees and all such Tax Returns were true, correct and complete in all respects. All Taxes due and owing by the Seller or for which the Seller may be liable (whether or not shown as due on any Tax Return and including Taxes withheld or required to have been withheld by the Seller), and all Taxes with respect to the Business, Acquired Assets and the Transferred Employees, have been timely paid in full. There are no Liens for Taxes (other than Permitted Liens) on any of the Acquired Assets. There are no Tax audits, claims, deficiencies, assessments or other actions in process or pending with respect to the Business, the Acquired Assets or the Transferred Employees.

(b) The Seller has not (i) received from any Governmental Entity any Tax ruling, administrative relief, technical advice or change of method of accounting relating to or affecting the Business, any of the Acquired Assets or any of the Transferred Employees or made any request therefor that is still pending or (ii) executed or entered into a closing agreement relating to or affecting the Business, any of the Acquired Assets or any of the Transferred Employees pursuant to Section 7121 of the IRC or any predecessor provision thereof or any similar provision of any Law. The Seller has not received a written claim from a Governmental Entity in a jurisdiction in which it does not file a Tax Return that it may be subject to taxation by (or required to file a Tax Return in) that jurisdiction that has not yet been settled or otherwise resolved. The Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency, which waiver or extension is currently effective, nor has the Seller made any request in writing for any such extension or waiver that is currently outstanding.

(c) The Seller has materially complied with all escheat and unclaimed property Laws with respect to the Acquired Assets and the Business.

Section 3.20 Certain Business Relationships. Neither the Seller nor any of its Related Parties: (a) owes any amount to the Business and the Business does not owe any amount to any Related Party other than compensation for services, (b) is involved in any business arrangement or other relationship with the Business (whether written or oral), (c) owns any property or right, tangible or intangible, that is used by the Business, (d) has any claim or cause of action against the Business or (e) owns any direct or indirect interest of any kind in, or controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from, or has the right to participate in the profits of, any Person which is a competitor, supplier, customer, landlord, tenant, creditor or debtor of the Business.

Section 3.21 Restrictions on Business Activities. There is no Contract, Decree or other instrument binding upon the Seller that restricts or prohibits the Seller from competing with any other Person, from engaging in any business or from conducting activities in any geographic area, or that otherwise restricts or prohibits the conduct of the Business.

Section 3.22 Warranty Claims. Section 3.22 of the Disclosure Schedule sets forth the terms of the Seller's standard warranty offered with respect to the Seller's provision of services, including with respect to any maintenance or installation services.

Section 3.23 Brokers' Fees. Except for Jefferies Group LLC, neither the Seller nor any of its Affiliates has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated to pay.

Section 3.24 No Other Representations or Warranties. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), in any other Related Agreement or in any certificate delivered by the Seller or any of its officers pursuant to this Agreement, neither the Seller nor any other Person makes (and the Buyer is not relying upon) any other express or implied representation or warranty with respect to the Seller, the Business, the Acquired Assets (including the value, condition or use of any Acquired Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and the Seller disclaims any other representations or warranties, whether made by the Seller, any Affiliate of the Seller or any of its officers, directors, employees, agents or Representatives. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), in any other Related Agreement or in any certificate delivered by the Seller or any of its officers pursuant to this Agreement, the Seller (i) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Acquired Assets (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose, or of the probable success or profitability of the ownership, use or operation of the Business or the Acquired Assets by the Buyer after the Closing), and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyer or its Affiliates or Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyer by any director, officer, employee, agent, consultant or Representative of the Seller).

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as of the date hereof and as of the Closing as follows:

Section 4.1 Organization of the Buyer. The Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Utah and has all requisite limited liability company power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

Section 4.2 Authorization of Transaction.

(a) The Buyer has full power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder.

(b) The execution, delivery and performance of this Agreement and all other Related Agreements to which the Buyer is a party have been duly authorized by the Buyer, and no other limited liability company action on the part of the Buyer is necessary to authorize this Agreement or the Related Agreements to which it is a party or consummate the transactions contemplated hereby or thereby.

(c) This Agreement has been duly and validly executed and delivered by the Buyer, and, upon execution and delivery or the Related Agreements in accordance with the terms of this Agreement, each of the Related Agreements to which the Buyer is a party will have been duly and validly executed and delivered by the Buyer. Assuming that this Agreement constitutes a valid and legally binding obligation of the Seller, this Agreement constitutes a valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming that each Related Agreement constitutes a valid and legally binding obligation of the Seller, each Related Agreement to which the Buyer is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with the respective terms and conditions or the Related Agreements, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 4.3 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will (i) conflict with or result in a breach of the certificate of formation, or limited liability company agreement, or other organizational documents of the Buyer, (ii) subject to any consents required to be obtained from any Governmental Entity, violate any Law to which the Buyer is, or its assets or properties are subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract to which the Buyer is a party or by which it is bound, except, in the case of either clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements. The Buyer is not required to give any notice to, make any filing with or obtain any authorization, consent or approval of any Governmental Entity in order for the Parties to consummate the transactions contemplated by this Agreement or any of the Related Agreement, and except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements.

Section 4.4 **Litigation**. As of the date hereof, (i) the Buyer is not subject to any outstanding Decree and (ii) the Buyer is not a party or, to the Knowledge of the Buyer, received any credible, written threat that it will be made a party to any Litigation, in either case, which would be reasonably likely to materially prevent, restrict or delay the consummation of the transactions contemplated hereby or by any Related Agreement.

Section 4.5 **Brokers' Fees**. Neither the Buyer nor any of its Affiliates has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated to pay.

Section 4.6 **Financial Capacity**. The Buyer (a) has the resources (including sufficient funds available to pay the Purchase Price and any other expenses and payments incurred by the Buyer in connection with the transactions contemplated by this Agreement) and capabilities (financial or otherwise) to perform its obligations hereunder, and (b) has not incurred any obligation, commitment, restriction or Liability of any kind, that would reasonably be expected to impair or adversely affect such resources and capabilities.

Section 4.7 **Condition of the Business**. Intentionally Moved.

Section 4.8 **Adequate Assurances Regarding Executory Contracts**. The Buyer as of the Closing will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

Section 4.9 **Good Faith Purchaser**. The Buyer is a "good faith" purchaser, as such term is used in the Bankruptcy Code and court decisions thereunder. The Buyer is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Acquired Assets. The Buyer has negotiated and entered into this Agreement in good faith and without collusion or fraud of any kind.

ARTICLE V
PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII (except as otherwise expressly stated to apply to a different period):

Section 5.1 **Certain Efforts; Cooperation**. Subject to the Seller's rights in connection with pursuing an Alternative Transaction pursuant to, and in accordance with, the Bidding Procedures Order, each of the Parties shall use commercially reasonable best efforts to obtain entry of the Bidding Procedures Order and Sale Order and to make effective the transactions contemplated by this Agreement on or prior to the End Date, except as otherwise provided in Section 5.2 or as otherwise expressly provided in this Agreement. Without limiting the generality of the foregoing, each of the Parties shall use commercially reasonable best efforts not to take any action, or permit any of its Subsidiaries to take any action, to materially diminish the ability of any other Party to consummate, or materially delay any other Party's ability to consummate, the transactions contemplated hereby, including taking any action that is intended or would reasonably

be expected to result in any of the conditions to any other Party's obligations to consummate the transactions contemplated hereby set forth in Article VII to not be satisfied.

Section 5.2 Notices and Consents. To the extent required by the Bankruptcy Code or the Bankruptcy Court, the Seller shall give any notices to third parties, and the Seller shall use commercially reasonable best efforts to obtain any third-party consents or sublicenses, in connection with the matters referred to in Section 5.2 of the Disclosure Schedule.

Section 5.3 Bankruptcy Actions.

(a) The Seller shall file the Sale Motion with the Bankruptcy Court within two (2) Business Days following commencement of the Seller's Chapter 11 Cases and shall use commercially reasonable best efforts to cause each of Bidding Procedures Order and Sale Order to be issued, entered and become a Final Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. Seller shall take all necessary and appropriate actions in the Bankruptcy Court pursuant to Section 363(b) of the Bankruptcy Code or otherwise as may be required to properly effectuate the transfer to Buyer any Personal Information used or useful in the operation of the Business.

(b) The Seller shall provide appropriate notice of the hearings on the Bidding Procedures and Sale Motion, as is required by the Bankruptcy Code and the Bankruptcy Rules to all Persons entitled to notice, including all Persons that have asserted Liens in the Acquired Assets, all parties to Contracts and Leases, all Taxing and environmental authorities in jurisdictions applicable to Seller. The Seller shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court.

(c) Following entry of the Bidding Procedures Order, the Seller shall serve a cure notice (the "Cure Notice") on all non-debtor counterparties to all Contracts and Leases pursuant to the procedures approved in the Bidding Procedures Order and provide a copy of the same to the Buyer. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Buyer as either assumed or rejected, and the timing and procedures relating to such designation, and, to the extent applicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the Seller's good-faith estimates of the Cure Amounts required in connection with such Contract or Lease, (iv) the identity of the Buyer, and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure, and the procedures relating thereto.

(d) Without limiting its other obligations under this Agreement, the Seller shall promptly take such actions as are reasonably requested by the Buyer to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(e) Without limiting its other obligations under this Agreement, the Buyer shall promptly take such actions as are reasonably requested by the Seller to assist in obtaining entry of the Sale Order, including providing evidence of adequate assurance of future

performance by the Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(f) If an appeal is taken, or petition for certiorari or motion for rehearing or re-argument is filed, or a stay pending appeal is requested from either the Bidding Procedures Order or the Sale Order, the Seller will notify the Buyer of such appeal, petition, motion or stay request and the Seller, with input from the Buyer, will take all reasonable steps to defend against such appeal, petition, motion or stay request.

Section 5.4 Conduct of Business. The Seller agrees that, during the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, except as may be (i) required by the Bankruptcy Court, the Bankruptcy Code, or applicable Law, or (ii) agreed to in writing by the Buyer, the Seller shall, in the context of Seller's Chapter 11 Cases: (a) operate the Business in the Ordinary Course of Business and in accordance with applicable Laws, and use commercially reasonable efforts to (A) preserve and maintain the present business operations, organization and goodwill of the Seller and the Business, (B) preserve the present relationships with customers and suppliers of the Seller, (C) maintain levels of insurance and performing maintenance and repairs, in each case, are required to comply with applicable Law, and (D) comply in all material respects with applicable Laws; and (b) maintain in effect all material Permits. Without limiting the generality of the foregoing, from the date hereof until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, except (1) as expressly required by this Agreement, (2) as set forth on Schedule 5.4, or (3) with Buyer's prior written consent, the Seller shall not:

(a) amend their articles of incorporation, bylaws or other similar organizational documents (whether by merger, consolidation or otherwise);

(b) (i) authorize, sell or issue any of its Equity Interests, (ii) purchase, redeem or otherwise acquire or retire for value any of its Equity Interests or engage in any recapitalization, issuance or other transaction involving its Equity Interests, (iii) split, combine or reclassify their shares of capital stock, membership interests or other Equity Interests, or (iv) declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect thereof;

(c) change their methods of accounting, except as required by concurrent changes in GAAP or any other action that would have the effect of materially increasing the Tax liability related to the Business or any of the Acquired Assets for any Tax period (or portion thereof) beginning after the Closing Date;

(d) waive or release any material right or claim of the Business (other than any right or claim to the extent relating to any Excluded Assets or Excluded Liabilities), other than in the Ordinary Course of Business or as otherwise provided in the DIP Documents and any order approving the DIP Documents;

(e) (i) incur or suffer to exist any funded indebtedness except any such indebtedness that is an Excluded Liability, (ii) make any loans, advances or capital contributions to, or material investments in, any other Person, other than in the Ordinary

Course of Business or (iii) impose any Lien upon the Acquired Assets or the Business, tangible or intangible, other than Permitted Liens; provided, further, that in each case, except as provided in the DIP Documents and any order approving the DIP Documents;

(f) acquire, by merger or consolidation with, or by purchase of all or a substantial portion of the assets or stock of, or by any other manner, any business or entity, make any investment in any Person or enter into any joint venture, partnership or other similar arrangement for the conduct of the Business;

(g) form any Subsidiary or enter into any partnership, joint venture or similar relationship in which an Equity Interest of another Person is acquired;

(h) other than in connection with Seller's Chapter 11 Cases, (i) sell, transfer, lease or otherwise dispose of, or agree to sell, transfer, lease or otherwise dispose of, any material assets or properties other than in the Ordinary Course of Business, or (ii) lease, license or otherwise acquire, or agree to lease, license or otherwise acquire, any material assets or properties other than in the Ordinary Course of Business;

(i) make or agree to make any capital expenditures or commitments therefor such that the aggregate outstanding amount of unpaid obligations and commitments with respect thereto shall comprise in excess of $300,000 on the date hereof;

(j) (i) divest, sell, license, sublicense, transfer, abandon, permit to lapse, permit to enter the public domain, pledge, grant, encumber or otherwise dispose of, any Owned Intellectual Property, other than non-exclusive licenses to customers granted in the Ordinary Course of Business; or (ii) disclose any Trade Secrets to any Person, without entering into an agreement in usual and customary form and substance with such Person protecting the confidentiality of such Trade Secrets;

(k) establish, adopt or materially amend any collective bargaining agreement or similar agreement with any labor union, works council or other labor organization;

(l) implement or announce any employee layoffs, furloughs, reductions in force, reductions in compensation, hour or benefits, work schedule changes or similar actions that could implicate the WARN Act or any similar state or local Laws;

(m) enter into any new line of business material to the Seller;

(n) enter into any Contract to take any of the foregoing actions.

Section 5.5 Notice of Developments. During the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, the Seller shall promptly disclose to the Buyer, on the one hand, and the Buyer shall promptly disclose to the Seller, on the other hand, in writing after attaining Knowledge of (i) the occurrence or non-occurrence of any event or the existence of any fact or condition that would cause or constitute a breach of any of its representations or warranties had any such representation or warranty been made as of the time of such Party's discovery of such event, fact or condition and (ii) any material failure on its part to comply with or satisfy any

covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.5 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement.

Section 5.6 Access. During the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, upon reasonable advance written request by the Buyer, the Seller shall provide the Buyer and its Representatives reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of the Seller, to all premises, properties, personnel, Records, Contracts and Leases related to the Seller, in each case, for the sole purpose of evaluating the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege with respect thereto or take any action in violation of applicable Law provided, that if the Seller withholds any information pursuant to the foregoing exceptions, it will notify the Buyer and describe the information being so withheld in a way that would not violate the applicable obligation or risk waiver of such privilege and use reasonable efforts to provide alternative means of disclosing such information including, if requested, extracts or summaries of such information. During the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, the Seller and Solutions, at the reasonable advanced written request of the Buyer, shall use commercially reasonable efforts to provide the Buyer introductions and access to Service Providers and third parties, including Contract counterparties, providing goods or services to the Business, including those third-parties and counterparties providing the Solutions Shared Services; provided that such access does not unreasonably interfere with the Seller's operation of the Business.

Section 5.7 Bulk Transfer Laws. The Seller shall ensure that the Sale Order shall provide either that (a) the Seller has complied with any applicable bulk sale or bulk transfer Laws of any jurisdiction in connection with the transactions contemplated by this Agreement or (b) compliance with such Laws described in clause (a) is not necessary or appropriate under the circumstances. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Liens other than Permitted Liens in the Acquired Assets to the maximum extent permitted by Law, including any Liens arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

Section 5.8 Post-Closing Operation of the Seller. The Seller hereby acknowledges and agrees that following the Closing, the Buyer and its Affiliates shall have the sole right to the use of the Owned Intellectual Property, including those names, logos and Marks set forth on Exhibit E or similar or other relevant names or any Marks containing or comprising the foregoing, including any name or Mark confusingly similar thereto (collectively, the "Assumed Trade Names"). After the Closing, neither the Seller nor any of its Affiliates shall use any of the Owned Intellectual Property, including the Assumed Trade Names. Within sixty (60) days after the Closing, , the Seller and its Affiliates shall promptly file with the applicable Governmental Entities, including the Bankruptcy Court, all documents necessary to delete from their names the Assumed Trade Names, and shall do or cause to be done all other acts, including the payment of any fees required in connection therewith, to cause such documents to become effective as promptly as reasonably practicable. Neither the Seller nor any of its Affiliates shall seek to register in any

jurisdiction any trade, corporate or business name, trademark or other name or source identifier that is a derivation, translation, adaptation, combination or variation of, or confusingly similar to, any of the Assumed Trade Names. Notwithstanding the foregoing, Seller shall retain the right to use such Assumed Trade Names solely as required in connection with the completion of all of the Seller's Chapter 11 Cases.

Section 5.9 Transfer of Permits. From and after the date hereof, and for up to ninety (90) days after the Closing Date (subject to the prior entry by the Bankruptcy Court of an order confirming a Chapter 11 plan or dismissing all of the Seller's Chapter 11 Cases) and, subject to the Seller having appropriate levels of resources and personnel after the Closing Date, the Seller, shall reasonably cooperate to transfer to Buyer as of the Closing Date (or as soon as reasonably practicable thereafter) all Permits included in the Acquired Assets; provided, that Buyer shall compensate the Seller for any reasonable and reasonably documented out-of-pocket, non-fixed costs incurred after the Closing with respect to the foregoing.

Section 5.10 Bankruptcy Court Approval. The Buyer and the Seller acknowledge that, under the Bankruptcy Code, the sale of Acquired Assets is subject to approval of the Bankruptcy Court. The Buyer and the Seller acknowledge that to obtain such approval, the Seller must demonstrate that they have taken reasonable steps to obtain the highest or best value possible for the Acquired Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Acquired Assets to prospective bidders, entertaining higher or better offers from qualified bidders and, if necessary, conducting an Auction and selling the Acquired Assets to another qualified bidder.

Section 5.11 Vehicle Lease. During the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, Buyer shall use commercially reasonable efforts to enter into a new lease for the vehicles listed on Schedule 5.11.

ARTICLE VI
OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

Section 6.1 Cooperation. Each of the Parties shall cooperate with each other, and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Acquired Assets and Assumed Liabilities from the Seller to the Buyer and to minimize the disruption to the Business resulting from the transactions contemplated hereby. The Seller shall reasonably (i) provide any information necessary or reasonably requested to allow the Buyer to comply with any information reporting or withholding requirements contained in the IRC or other applicable Laws or to compute the amount of payroll or other employment Taxes due with respect to any payment made in connection with this Agreement; and (ii) provide certificates or forms, and timely execute any Tax Return, that are necessary or appropriate to establish an exemption for (or reduction in) any Transfer Tax.

Section 6.2 Further Assurances. In case at any time from and after the Closing Date any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Sale Order, at any Party's request and sole cost and expense, each Party shall take such further action (including the execution and delivery to any other Party of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption or confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to the Buyer all of the Acquired Assets, to confirm the Buyer's assumption of the Assumed Liabilities and to confirm Seller's retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 6.2, to the extent that either the Buyer or the Seller discover any additional assets or properties (or the Buyer holds, directly or indirectly, any Excluded Assets or the Seller holds, directly or indirectly, any Acquired Assets), which should have been transferred or assigned to the Buyer as Acquired Assets but were not so transferred or assigned, the Buyer and the Seller shall promptly transfer (or cause to be transferred) such assets to or from (as the case may be) the other applicable Party, without further consideration from the other Party and cooperate and execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property, and no additional consideration shall be due from the other Party in connection therewith. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for such other Party.

Section 6.3 Availability of Business Records. From and after the Closing Date until the date that is three (3) years from the Closing Date, the Buyer shall promptly provide to the Seller and its Representatives (after reasonable notice and during normal business hours and without charge to Seller), at the Seller's sole cost and expense, reasonable access to all Records included in the Acquired Assets for periods prior to the Closing (as long as such access does not unreasonably interfere with the Buyer's business operations) to the extent such access is necessary in order for the Seller to comply with its obligations to administer Seller's Chapter 11 Cases or applicable Law or any contract to which it is a party, and so long as such access is subject to an obligation of confidentiality, and shall use commercially reasonable efforts to preserve such Records until the latest of (i) three (3) years after the Closing Date, (ii) the required retention period required by Law for all government contact information, records or documents, and (iii) the conclusion of all bankruptcy proceedings relating to the Seller's Chapter 11 Cases (the "Retention Period"). Such access shall include access to any information in electronic form to the extent reasonably available. The Buyer acknowledges that the Seller has the right to retain copies of all of Records included in the Acquired Assets for periods prior to the Closing subject to all confidentiality agreements applicable thereto. For a period of one (1) year immediately following the applicable Retention Period, prior to destroying any material Records included in the Acquired Assets for periods prior to the Closing, the Buyer shall use commercially reasonable efforts to reasonably notify the Seller thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and the Buyer shall permit the Seller to retain such Records subject to all confidentiality agreements applicable thereto. With respect to any litigation and claims that are Excluded Liabilities, the Buyer shall use commercially reasonable efforts to render, at the Seller's expense, all reasonable assistance that the Seller may request in defending such litigation or claim and shall make reasonable efforts to make personnel most knowledgeable about the matter in question available to the Seller. Notwithstanding anything herein to the contrary, in no event shall the Buyer or any Affiliates thereof be required to make any such books or records available

to the Seller or provide such access in connection with a dispute, litigation, claim or other Litigation involving Buyer or any Affiliates.

Section 6.4 Employee Matters.

(a) Effective immediately prior to the Closing, the Seller will terminate the employment of those employees of the Seller that are engaged in the Business. The Buyer shall offer employment as of the Closing Date to all active employees of the Business (such employees who accept such employment, the "Transferred Employees"). Such offers of employment made by the Buyer shall include at least base salary or hourly wage rate and commissions that are substantially similar in the aggregate to those that such employees received immediately prior to the Closing Date and such other terms and conditions solely to the extent to ensure that the transactions contemplated by this Agreement do not trigger the WARN Act or similar state and local Laws. Without limiting Seller's responsibility for the Excluded Employee Liabilities, the Seller shall have no liability or obligation to any such Transferred Employee who becomes an employee of the Buyer on and after the Closing Date with respect to compensation payable or claims arising with respect to Buyer's employment of such Transferred Employees during the post-Closing period. Subject to Seller's compliance with Section 5.4(l) of this Agreement, the Buyer shall be responsible for all liabilities incurred pursuant to the WARN Act and any similar state or local Laws for Service Providers who become an employee of the Buyer in relation to any termination that occurs on or after the Closing Date. The Buyer shall have no liability or obligation to any employee of the Seller, including any employee of the Business, with respect to the Seller's employment of such employee. Nothing in this Agreement shall restrict the rights of the Buyer under applicable Law or any employment contract with respect to any employee hired by the Buyer.

(b) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended to (x) prevent the Buyer from terminating the employment of any Person who becomes an employee of the Buyer or one of its Affiliates on or following the Closing, (y) confer upon any of the Seller's employees or any Transferred Employee, or any legal representative or beneficiary thereof, any rights or remedies, including any right to employment or continued employment for any specified period, or compensation or benefits of any nature or kind whatsoever under this Agreement, or (z) create any third-party beneficiary rights in any Service Provider of any Seller or any of its Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining agreement representative.

Section 6.5 Transfer Taxes. The Buyer shall pay all stamp, documentary, registration, transfer, added-value or similar Tax (each, a "Transfer Tax") imposed under any applicable Law in connection with the transactions contemplated by Article II of this Agreement. The Seller and the Buyer shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

Section 6.6 Wage Reporting. The Buyer and the Seller agree to utilize, or cause their respective Affiliates to utilize, the standard procedure set forth in Internal Revenue Service Revenue Procedure 2004-53 with respect to wage reporting.

Section 6.7 Reasonable, Out-of-Pocket, Non-Fixed Costs. With respect to any provision in this Agreement, including Sections 2.6(b), 2.6(h), 5.9 and 6.2, that requires the Buyer to compensate the Seller for its reasonable and reasonably documented, out-of-pocket, non-fixed costs, the Buyer and the Seller shall each use their commercially reasonable efforts to agree in advance in writing as to such costs pursuant to, among other things, the Transition Services Agreement or an approved budget.

Section 6.8 No Successor Liability. The Parties intend that, to the fullest extent permitted by Law (including under Section 363(f) of the Bankruptcy Code), upon the Closing, Buyer shall not be deemed to: (a) be the successor or successor employer of the Seller, including with respect to Environmental Liabilities; (b) have, de facto or otherwise, merged with or into the Seller; (c) have any common law successor liability in relation to any "multiemployer plan" (as defined in Section 3(37) of ERISA), any "multiple employer plan" (as defined in Section 413(c) of the IRC), or any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), including with respect to withdrawal liability or contribution obligations or with respect to any Environmental Liabilities, (d) be a mere continuation or substantial continuation of the Seller; or (e) be liable for any acts or omissions of the Seller in the conduct of the Business or arising under, or related to, the Acquired Assets, other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the Parties intend that Buyer shall not be liable for any Liability or Lien (other than Assumed Liabilities) against the Seller or any of the Seller's predecessors or Affiliates and Buyer shall have no successor or vicarious Liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Acquired Assets or any Liabilities of Seller arising prior to the Closing Date. The Parties agree that the provisions substantially in the form of this Section 6.8 shall be reflected in the Sale Order.

Section 6.9 Wrong Pockets. After the Closing: (a) if the Seller or any of its Affiliates receive any amount that is an Acquired Asset or is otherwise properly due and owing to Buyer in accordance with the terms of this Agreement, Seller promptly shall remit, or shall cause to be remitted, such amount to Buyer in accordance with this Agreement and (b) if Buyer or any of its Affiliates receive any amount that is an Excluded Asset or is otherwise properly due and owing to Seller, Solutions or any of their respective Affiliates in accordance with the terms of this Agreement, Buyer promptly shall remit, or shall cause to be remitted, such amount to Seller in accordance with this Agreement.

ARTICLE VII
CONDITIONS TO OBLIGATION TO CLOSING

Section 7.1 Conditions to the Buyer's Obligations. Subject to Section 7.3, the Buyer's obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the Buyer becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction or waiver of the following conditions (any of which may be waived by the Buyer, in whole or in part, in its sole and absolute discretion):

(a) as of the date hereof and as of the Closing as if made at the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) the Fundamental Representations shall be true and correct in all respects, and (ii) other than the Fundamental Representations, all representations and warranties set forth in Article III shall be true and correct in all respects (without giving effect to any materiality, Material Adverse Effect or similar qualifications contained therein), except where the failure of such representations and warranties to be so true and correct has not resulted in, and would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect;

(b) the Seller shall have materially performed and complied with the Seller's covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects;

(c) the Buyer shall have received the items listed in Section 2.9(a);

(d) no Governmental Entity shall have threatened, enacted, issued, promulgated, enforced or entered any Law or Decree that has the effect of rendering the transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing, illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing;

(e) the Bidding Procedures Order shall have been entered by the Bankruptcy Court and shall be a Final Order;

(f) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order; provided, however, that nothing in this Agreement precludes the Parties from consummating the transactions contemplated by this Agreement if the Sale Order has been entered and has not been stayed and the Buyer, in its sole discretion, waives in writing the condition that the Sale Order be a Final Order;

(g) there must not be in effect any Law or Decree that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement; and

(h) from the date of this Agreement until the Closing Date, there shall not have occurred any Material Adverse Effect.

Section 7.2 Conditions to the Seller's Obligations. Subject to Section 7.3, Seller's obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the Buyer becoming the Successful Bidder (whether following the conclusion of the Auction, if any, or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction or waiver of the following conditions (any of which may be waived by the Seller, in whole or in part, in their sole and absolute discretion):

(a) as of the date hereof and as of the Closing as if made at the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) any representation or warranty contained in Section 4.1, Section 4.2 or Section 4.3 shall be true and correct in all respects, and (ii) any other representation or warranty set forth in Article IV shall be true and correct in all respects except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, would not reasonably be expected to materially prevent, restrict or delay the Buyer's ability to consummate the transactions contemplated hereby or by any Related Agreement;

(b) the Buyer shall have materially performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects;

(c) the Seller shall have received the items listed in Section 2.9(b);

(d) no Governmental Entity shall have threatened, enacted, issued, promulgated, enforced or entered any Law or Decree that has the effect of rendering the transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing, illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing; and

(e) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order.

Section 7.3 No Frustration of Closing Conditions. Neither the Buyer nor the Seller may rely on the failure of any condition to its obligation to consummate the transactions contemplated hereby set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's failure to use commercially reasonable best efforts or commercially reasonable efforts, as applicable, with respect to those matters contemplated by the applicable Sections of this Agreement to satisfy the conditions to the consummation of the transactions contemplated hereby or other breach of a representation, warranty or covenant hereunder.

ARTICLE VIII
TERMINATION

Section 8.1 Termination of Agreement.

(a) This Agreement may, by written notice given before the Closing, be terminated:

(1) by mutual written consent of the Buyer and the Seller;

(2) by the Buyer (so long as there is not a then uncured Buyer Termination Breach), if there has been a breach of any of the Seller's representations, warranties or covenants contained in this Agreement which would result in the failure of the conditions set forth in Section 7.1 to be satisfied, and which breach has not been cured within the earlier of (i) ten (10) days after written notice of such breach has been delivered to the Seller from the Buyer (provided that no cure period shall be required for a breach which by its nature cannot be cured), and (ii) the day before the End Date (a "Seller Termination Breach");

(3) by the Seller (so long as there is not a then uncured Seller Termination Breach), if there has been a breach of any of the Buyer's representations, warranties or covenants contained in this Agreement which would result in the failure of a condition set forth in Section 7.2 to be satisfied, and which breach has not been cured within the earlier of (i) ten (10) days after written notice of such breach has been delivered to the Buyer from the Seller (provided that no cure period shall be required for a breach which by its nature cannot be cured), and (ii) the day before the End Date (a "Buyer Termination Breach");

(4) by either the Buyer or the Seller, if there is in effect a Final Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; provided, however, that the right to terminate this Agreement under this Section 8.1(a)(4) will not be available to any Party whose failure to fulfill any material covenant or obligation under this Agreement is the cause of or resulted in the action or event described in this Section 8.1(a)(4) occurring;

(5) by the Buyer if the Bankruptcy Court enters an order under which (a) any of the Seller's Chapter 11 Cases is dismissed or converted into a case under Chapter 7 of the Bankruptcy Code or (b) an examiner with expanded powers or trustee is appointed in any of the Seller's Chapter 11 Cases, and such Order is not reversed or vacated within fourteen (14) days after entry thereof; or

(6) by either the Buyer or the Seller, on or after the End Date if the Closing on the sale to the Buyer does not occur prior to the End Date.

(b) This Agreement shall terminate automatically in the event that (i) the Buyer is not chosen at the Auction to be the Successful Bidder or the Back-Up Bidder, (ii) Seller consummates an Alternative Transaction following approval by the Bankruptcy Court, or (iii) if the Buyer is chosen at the Auction to be the Back-Up Bidder, upon the expiration of the period during which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures and Bidding Procedures Order.

Section 8.2 Effect of Termination. If this Agreement is terminated pursuant to Section 8.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other Party or its Affiliates, except that Section 2.13, this Article VIII and Article IX shall remain in full force and survive any termination of this Agreement. Notwithstanding the foregoing, in the event this Agreement is terminated by a Party because of the knowing and intentional breach of this Agreement by the other Party or because one or more

of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's knowing and intentional failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal rights and remedies hereunder and under applicable Law will survive such termination unimpaired.

Section 8.3 Expenses. The Seller shall pay its own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement, all Related Agreements, and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives. Except for such expenses as shall be covered by the Expense Reimbursement in Section 8.5, the Buyer shall pay its own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including the fees and expenses of its advisors and representatives.

Section 8.4 Acknowledgement. Each of the Parties acknowledges that (i) the agreements contained in this Article VIII are an integral part of the transactions contemplated by this Agreement and (ii) without the agreements contained in this Section 8.4, the Buyer would not have entered into this Agreement. In no event shall the Seller have any liability to the Buyer or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive is hereby fully waived, released and forever discharged. In no event shall the Buyer have any liability to the Seller or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive is hereby fully waived, released and forever discharged.

Section 8.5 Break-Up Fee and Expense Reimbursement. In consideration of Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and to compensate Buyer as a stalking-horse bidder, if this Agreement is terminated pursuant to Section 8.1(b) and Seller consummates an Alternative Transaction, then the Seller shall pay to Buyer the Break-Up Fee and the Expense Reimbursement at the closing of such Alternative Transaction by wire transfer of immediately available funds, provided that at the time of such termination of this Agreement, (i) the Buyer is not in breach of this Agreement in a manner that would prevent the satisfaction of the conditions to Closing set forth in Sections 7.2(a) and 7.2(b), and (ii) the Seller does not have the right to terminate, or has not otherwise terminated, this Agreement pursuant to Section 8.1(a)(3). For the avoidance of doubt, in the event that (x) the Buyer is not chosen at the Auction to be the Successful Bidder or the Back-Up Bidder, or (y) the Buyer is chosen at the Auction to be the Back-Up Bidder, but the period during which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures and Bidding Procedures Order has expired, and (z) the Buyer is otherwise entitled under Sections 8.5(i) and (ii) to payment of the Break-Up Fee and the Expense Reimbursement at the closing of an Alternative Transaction, in the event that the Alternative Transaction does not close, the Buyer shall be have an allowed administrative expense claim in the Seller's Chapter 11 Cases in an amount equal to the sum of the Break-Up Fee and the Expense Reimbursement. The Bidding Procedures Order shall provide that the Seller is authorized and directed to pay, or cause to be paid, the Break-Up Fee and the Expense Reimbursement to Buyer in accordance with the terms of this Agreement.

ARTICLE IX
MISCELLANEOUS

Section 9.1 **Entire Agreement**. This Agreement, the Related Agreements the Bidding Procedures Order (once entered) and the Sale Order (once entered), including all schedules and exhibits attached to any of the foregoing, and the documents and instruments referred to in this Agreement that are to be delivered at or in connection with the Closing, constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof and the subject matter of the Related Agreements.

Section 9.2 **Incorporation of Annexes, Exhibits and Disclosure Schedule**. The annexes and exhibits to this Agreement and the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.3 **Amendments and Waivers**. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver 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 default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.3 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.4 **Succession and Assignment**. This Agreement binds and benefits the Parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of the Seller under Chapter 11 or Chapter 7 of the Bankruptcy Code and any entity appointed as a successor to the Seller pursuant to a confirmed chapter 11 plan). No party may delegate any performance of its obligations under this Agreement, except that the Buyer may at any time assign or delegate the performance of its obligations (a) to any Affiliate of the Buyer so long as the Buyer remains responsible for the performance of the delegated obligation, (b) assign its rights under this Agreement for collateral security purposes to any lenders providing financing to the Buyer, or any of its Subsidiaries or Affiliates, or (c) assign its rights under this Agreement to any Person that acquires Buyer or any of its assets. Without limiting the foregoing, the Buyer shall have the right to designate one or more Affiliates, including any special purpose entities that may be organized by or at the direction of the Buyer for such purpose, to bid at the Auction or take title to the Acquired Assets at the Closing (or thereafter) or any portion thereof and operate the business going forward, and upon written notice to the Seller of any such designation by the Buyer, the Seller agrees to execute and

deliver all instruments of transfer with respect to the Acquired Assets directly to, and in the name of, the Buyer's assignees.

Section 9.5 **Notices**. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally or by electronic mail to the recipient; (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (iii) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to the Seller:

c/o
Air Pros Solutions, LLC
Attention: Lawrence Hirsh
Email: [redacted]

-and-

Attention: Andrew Hede
Email: [redacted]

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

Greenberg Traurig, LLP
3333 Piedmont Road, NE
Suite 2500
Atlanta, Georgia 30305
Attention: David Kurzweil
Email: kurzweild@gtlaw.com

and

Greenberg Traurig, P.A.
401 East Las Olas Boulevard
Suite 2000
Fort Lauderdale, FL 33301
Attention: Zachary Schlichter
Email: schlichterz@gtlaw.com

If to the Buyer:

Any Hour LLC
c/o Knox Lane LP
655 Montgomery Street, Suite 1905
San Francisco, CA 94111

Attention: Shamik Patel; Dave Coghlan; Mike Irby
Email: [redacted]

with copies (which shall not constitute notice) to:

Taft Stettinius & Hollister LLP
One Indiana Square
Suite 3500
Indianapolis, IN 46204-2023
Attention: Elijah J. Hammans; W. Timothy Miller
Email: ehammans@taftlaw.com; miller@taftlaw.com

Any Party may change the physical address or e-mail address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth in this Section 9.5.

Section 9.6 Governing Law; Jurisdiction. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of laws provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any Litigation one Party commences against any other Party pursuant to this Agreement shall be brought exclusively in the Bankruptcy Court; provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the State of Delaware, sitting in New Castle County, and the federal courts of the United States of America sitting in the State of Delaware shall have exclusive jurisdiction over such Litigation.

Section 9.7 Consent to Service of Process. In addition to any other method allowed by applicable Law, each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.5.

Section 9.8 WAIVERS OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.9 Specific Performance.

(a) Each of the Parties acknowledges and agrees that the other Parties (collectively, the "Enforcing Parties") would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached, so that, prior to the termination of this Agreement pursuant to Section 8.2, in addition to any other remedy that each of the Parties may have under Law or equity,

each of the Parties shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

(b) Each of the Parties agrees that it shall not oppose the granting of specific performance or an injunction sought in accordance with this Section 9.9 on the basis that the Enforcing Parties have an adequate remedy at law or that any award of specific performance is, for any reason, not an appropriate remedy. The Enforcing Parties shall not be required to provide any bond or other security in connection with any such injunction or other equitable remedy. The End Date shall be tolled from the date any of the Enforcing Parties files a petition seeking specific performance or an injunction under this Section 9.9 until a final, non-appealable decision regarding this matter is obtained from a court of competent jurisdiction.

Section 9.10 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.11 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns except such rights as may inure to a successor or permitted assignee or designee under Section 9.4.

Section 9.12 No Survival of Representations, Warranties and Agreements. None of the Parties' representations, warranties, covenants, and other agreements in this Agreement, including any rights of the other Party or any third party arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Closing, except for (i) those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Closing, (ii) the Parties' representations and warranties relating to such Party's authority with regard to the execution of this Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby, (iii) the Buyer's representations and warranties in connection with the Seller's Chapter 11 Cases or the Bankruptcy Code, (iv) this Article IX, and (v) all defined terms set forth in Article I that are referenced in the foregoing provisions referred to in clauses (i) through (iv) above. Notwithstanding anything to the contrary, nothing in this Section 9.12 shall be deemed to constitute a waiver by the Buyer of actual and intentional common law fraud under Delaware Law committed by the Seller in the making of the representations and warranties set forth in Article III.

Section 9.13 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any

pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto," "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. The words "includes" and "including" are not limiting. Unless expressly stated in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "$" means United States dollars. To the extent not contrary to the foregoing, the rules of construction contained in section 102 of the Bankruptcy Code shall apply. Any option, consent, approval, discretion or similar right of the Buyer set forth in this Agreement or any other Related Agreement may be exercised by the Buyer in its sole, absolute and unreviewable discretion (regardless of whether any or all such words are used in connection therewith), unless the provisions of this Agreement or Related Agreement specifically require another standard for such option, consent, approval, discretion or similar right.

Section 9.14 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to a Seller's or the Seller's Chapter 11 Cases, the provisions of Bankruptcy Rule 9006(a) shall apply.

Section 9.15 Mutual Drafting. Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.16 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meaning ascribed to them in this Agreement. The representations and warranties of the Seller in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the applicable portions of the Disclosure Schedule reference, deemed to reference in accordance with this Section 9.16 or are applicable on their face. The Seller Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of this Agreement to which it relates. The disclosure in any section or paragraph of the Disclosure Schedule, and those in any amendment or supplement thereto, shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered or lettered section of this Agreement, except to the extent that: (a) such information is cross-referenced in another part of the Disclosure Schedule; or (b) it is reasonably apparent on the face of the disclosure (without reference to any document referred to therein or any independent knowledge on the part of the reader regarding the matter disclosed) that such information qualifies another schedule in the Disclosure Schedule. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract

or law shall be construed as a third party admission or third party indication that any such breach or violation exists or has actually occurred. All attachments to the Disclosure Schedule are incorporated by reference into the Disclosure Schedule in which they are directly or indirectly referenced.

Section 9.17 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.18 Counterparts: Facsimile and Email Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

Section 9.19 Time of Essence. Time is of the essence of this Agreement.

Section 9.20 Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, the Buyer acknowledges and agrees that neither the Seller nor any other Person is making any representations or warranties whatsoever, express or implied, beyond those expressly set forth in Article III (as amended, supplemented and modified by the Disclosure Schedule), and the Buyer acknowledges and agrees that, except for the representations and warranties contained therein, the Acquired Assets and the Business are being transferred on a "where is" and, as to condition, "as is" basis. Any claims the Buyer or any of its Affiliates may have for breach of representation or warranty shall be based solely on the representations and warranties set forth in Article III (as amended, supplemented and modified by the Disclosure Schedule). The Buyer further represents, acknowledges and agrees that neither the Seller nor any other Person has made, and the Buyer is not relying upon, any representation or warranty, express or implied, regarding the Seller, the Business, the Acquired Assets, the Assumed Liabilities or the transactions contemplated by this Agreement, or regarding the accuracy or completeness of any information in connection with the foregoing, not expressly set forth in Article III, and neither the Seller nor any other Person will have or be subject to any liability to the Buyer or any other Person resulting from the distribution to the Buyer or any of its Representatives or the Buyer's use of any such information. The Buyer further represents, acknowledges and agrees that no Person has been authorized by any other party hereto to make any promise, representation, warranty, covenant, agreement, or undertaking relating to any other party hereto or any of its Affiliates or otherwise in connection with this Agreement, any of the other Related Agreements or any of the transactions contemplated hereby or thereby (except as expressly set forth in this Agreement) and, if made, no such promise, representation, warranty, covenant, agreement, or undertaking was relied upon by such party and all of them are hereby expressly disclaimed. The Buyer represents, acknowledges and agrees that it is a sophisticated entity that was advised by knowledgeable counsel and financial and other advisors and hereby acknowledges that it has conducted, to its satisfaction, its own independent investigation and analysis of the Business (including its financial condition), the Acquired Assets and the Assumed Liabilities and, in making the determination to proceed with the transactions contemplated by this Agreement, the Buyer has relied solely on the results of its own independent investigation and the express representations and warranties set forth in Article III. Notwithstanding anything to the contrary, nothing in this Section 9.20 shall be deemed to

constitute a waiver by the Buyer of actual and intentional common law fraud under Delaware Law committed by the Seller in the making of the representations and warranties set forth in Article III.

Section 9.21 **Non-Recourse**. This Agreement may be enforced only against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may be brought only against the individuals and entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. With respect to each named party to this Agreement, no Non-Recourse Party of such named party to this Agreement shall have any liability (whether in contract tort, or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of such named party or for any claim based on, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby. Without limiting the rights of any party against the other parties to this Agreement, in no event shall any party hereto or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

Docusign Envelope ID: 3790E98F-719D-4D03-8234-9746E24A9588

SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT

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

SOLUTIONS:

Air Pros Solutions, LLC

By: Signed by: Andrew Hede F201A5254E664A2...
Name: Andrew Hede
Title: Chief Restructuring Officer

SELLER:

Air Pros One Source LLC

By: Signed by: Andrew Hede F201A5254E664A2...
Name: Andrew Hede
Title: Chief Restructuring Officer

Docusign Envelope ID: 9C09A2D0-BB5E-4D6B-B3BB-839FBA1383C9

BUYER:

Any Hour LLC

By: Signed by: Shamik Patel
C284742D7DF5464...

Name: Shamik Patel
Title: Vice President

Exhibit A

Acquired Assets

(a) all rights to bill and receive payment for products sold or services performed by the Seller, in each case, exclusively related to projects or services of the Seller not completed as of 12:01 a.m. Eastern Time on the Closing Date;

(b) all Inventory, Furnishings and Equipment (including IT equipment), supplies, machinery, fixtures, tools, vehicles and other tangible personal property;

(c) all customer deposits with respect to open jobs;

(d) all open customer job Permits;

(e) all of the Contracts set forth on Section 2.6(c) of the Disclosure Schedule;

(f) all Intellectual Property listed on Section 3.18 of the Disclosure Schedule;

(g) all customer or potential customer lists and files, vendor lists and files, mailing lists, email lists, advertiser lists, databases (including archived databases) and similar material, whether in print or electronic form, including any lists relating to past, present or prospective customers;

(h) all of Sellers' rights under confidentiality or non-disclosure agreements with respect to the Business or the Acquired Assets and with respect to solicitation and hiring of Transferred Employees;

(i) all rights, interests, awards, recovery, indemnity, warranty, rebates (for the avoidance of doubt, not including rebates provided to Solutions), right of set-off, refund, reimbursement, or audit right available to the Sellers against third parties (such third parties not to include Solutions);

(j) all pending insurance claims and proceeds arising from or relating to claims made prior to the Closing with respect to uncured adverse effects on the Acquired Assets or Assumed Liabilities (for the avoidance of doubt insurance claims with respect to business interruption shall not be considered an Acquired Asset);

(k) to the extent permitted by law, all books, records, ledgers, files, reports, plans, documents, manuals, and all customer sales, marketing, advertising, packaging and promotional materials, data, software (including all data and other information whether written, recorded or stored on discs, tapes or other media and including gall computerized data), technical data and all other and all telephone, telex and telephone facsimile numbers and other directory listings, email addresses and domain names (for the avoidance of doubt, the Acquired Assets shall not include (A) any attorney work product,

attorney-client communications and other items protected by attorney-client privilege or (B) books and records relating to Taxes);

(l) historical employee records and personnel files, and any documentation related to existing human resources practices and policies, of the Seller, in each case, to the extent permitted to be transferred under applicable Law;

(m) all of the Seller's call center records, scripts, and employee onboarding materials for services operated by Solutions on behalf of the Seller, in each case, to the extent exclusively related to the Business;

(n) all of the Seller's licensing arrangements to the extent they are transferable;

(o) all of the goodwill, customer relationships, going concern value and other intangible assets; and

(p) all employee relationships with employees of the Business.

Remainder of Exhibits, Schedules, Annexes and Attachments Intentionally Omitted

Exhibit 2-F

Air Pros Legacy Stalking Horse Purchase Agreement

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and between

AIR PROS SOLUTIONS, LLC AND CERTAIN OF ITS DIRECT AND INDIRECT SUBSIDIARIES NAMED HEREIN, COLLECTIVELY, as Sellers

and

AIR TODAY HOLDINGS L.L.C., as Buyer

March 6, 2025

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of March 6, 2025, by and among (a) Air Pros Solutions, LLC, a Delaware limited liability company ("Solutions"), (b) each of (i) Air Pros, LLC, a Florida limited liability company ("AP Sub"), (ii) Air Pros West LLC, a Florida limited liability company ("APW Sub"), and (iii) Air Pros Boca LLC, a Delaware limited liability company ("APB Sub", and collectively with AP Sub and APW Sub, the "Sellers", and each a "Seller") and (c) Air Today Holdings L.L.C., a Delaware limited liability company (the "Buyer"). The Sellers and the Buyer are sometimes referred to collectively herein as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

WHEREAS, the Sellers expect to be debtors-in-possession pursuant to cases (the "Sellers' Chapter 11 Cases") to be commenced under title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), through the filing of their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the date of such filing, the "Petition Date") in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court");

WHEREAS, the Sellers conduct, among other things, the business of providing HVAC services, including installation, maintenance, service, repair and replacement, to homeowners, commercial enterprises and other parties (the "Business");

WHEREAS, (i) the Sellers wish to sell, transfer and assign to the Buyer, and the Buyer wishes to purchase, acquire and assume from the Sellers, the Acquired Assets (as defined below) and (ii) the Buyer wishes to assume from the Sellers the Assumed Liabilities (as defined below), on the terms and subject to the conditions set forth herein and in accordance with sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code; and

WHEREAS, the Sellers have agreed to file the Sale Motion (as defined below) with the Bankruptcy Court and take the other steps set forth herein and in the Bidding Procedures Order, the Bidding Procedures and the Sale Order (as each such term is defined below) to implement the transactions contemplated hereby upon the terms and subject to the conditions set forth herein and in the Sale Order.

NOW, THEREFORE, in consideration of the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows.

ARTICLE I
DEFINITIONS

For purposes of this Agreement, capitalized terms set forth in this Agreement shall have the meaning ascribed to such terms in this Article I.

"Acquired Assets" has the meaning set forth in Section 2.1.

"Affiliate" when used with reference to another Person means any Person, directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, such other Person.

"Agreement" has the meaning set forth in the preamble.

"Allocation" has the meaning set forth in Section 2.10.

"Allocation Objection Notice" has the meaning set forth in Section 2.10.

"Alternative Transaction" means any transaction or series of related transactions (other than pursuant to this Agreement), whether effectuated pursuant to a merger, consolidation, tender offer, exchange offer, share exchange, amalgamation, stock acquisition, asset acquisition, business combination, restructuring, recapitalization, liquidation, dissolution, joint venture or similar transaction, whether or not proposed by the Sellers, pursuant to which one or more Sellers: (i) accept a Qualified Bid, other than that of the Buyer or its Affiliates, as the highest or otherwise best offer; or (ii) sell, transfer, lease or otherwise dispose of, directly or indirectly, including through an acquisition, asset sale, stock sale, purchase, merger, reorganization, recapitalization or other similar transaction with or involving any equity securities in any Seller or other interests in the Acquired Assets, including a stand-alone plan of reorganization, plan of liquidation, or refinancing, all or substantially all of the Acquired Assets (or agrees to any of the foregoing) in a transaction or series of transactions to a party or parties other than the Buyer or its Affiliates.

"Arbitrating Accountant" has the meaning set forth in Section 2.10.

"Assignment and Assumption Agreement" has the meaning set forth in Section 2.9(a)(iii).

"Assumable Permits" means all Permits relating to the Business that are transferable in accordance with their terms.

"Assumed Contracts" means those Leases and Contracts that have been, or will be, assigned to and assumed by the Buyer pursuant to Sections 2.6, as applicable, and section 365 of the Bankruptcy Code.

"Assumed Employee Benefit Plan" means an Employee Benefit Plan designated as such by Buyer on the Assumed Employee Benefit Plan Schedule pursuant to Section 2.6.

"Assumed Employee Benefit Plan Schedule" has the meaning set forth in Section 2.6(c).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumed Permit" means those Assumable Permits that have been, or will be, assigned to and assumed by the Buyer pursuant to Section 2.6 and section 365 of the Bankruptcy Code.

"Assumed Permit Schedule" has the meaning set forth in Section 2.6(c).

"Assumption Approval" has the meaning set forth in Section 2.6(g).

"Assumption Effective Date" has the meaning set forth in Section 2.6(d).

"Auction" means the auction for the sale and assumption of the Sellers' assets and certain liabilities, conducted by the Sellers pursuant to, and in accordance with, the Bidding Procedures and Bidding Procedures Order.

"Back-Up Bidder" means the qualified bidder chosen by the Sellers at the Auction, if any, who submitted the second-highest or otherwise best bid at the conclusion of such Auction.

"Bankruptcy Code" has the meaning set forth in the recitals.

"Bankruptcy Court" has the meaning set forth in the recitals.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, each a "Bankruptcy Rule."

"Bidding Procedures" means the bidding procedures to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, which order shall be reasonably satisfactory to the Buyer; provided that bidding procedures substantially in the form attached hereto as Exhibit E are reasonably satisfactory to the Buyer.

"Bidding Procedures Order" means the order to be entered by the Bankruptcy Court approving, among other things, this Agreement and the Bidding Procedures, which order shall be reasonably satisfactory to the Buyer; provided that the order substantially in the form attached hereto as Exhibit E is reasonably satisfactory to the Buyer.

"Bill of Sale" has the meaning set forth in Section 2.9(a)(ii).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banks located in Wilmington, Delaware shall be authorized or required by Law to close.

"Buyer" has the meaning set forth in the preamble.

"Capital Leases" means all leases required to be capitalized in accordance with GAAP.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act.

"Cash" means cash (including all cash located in Sellers' bank accounts, lock-boxes, and cash in transit), cash equivalents, cash collateralized letters of credit, investment accounts, certificates of deposit, and liquid investments.

"Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 2.8.

"Closing Date" has the meaning set forth in Section 2.8.

"Consent" means any approval, consent, ratification, permission, clearance, designation, qualification, waiver or authorization, or an order of the Bankruptcy Court that deems or renders unnecessary the same.

"Consent Deadline" has the meaning set forth in Section 2.6(g).

"Contract" means any written or oral agreement, contract, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, membership agreement, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, license agreement, contribution agreement, partnership agreement or other arrangement, understanding, permission or commitment that, in each case, is legally binding, but excluding Leases.

"Contract and Cure Schedule" has the meaning set forth in Section 2.6(c).

"Control" means, when used with reference to any Person, the power to direct the management or policies of such Person, directly or indirectly, by or through stock or other equity ownership, agency or otherwise, or pursuant to or in connection with any Contract; and the terms "Controlling" and "Controlled" shall have meanings correlative to the foregoing.

"Cure Amounts" has the meaning set forth in Section 2.6(f).

"Cure Notice" has the meaning set forth in Section 5.3(d).

"Decree" means any judgment, decree, ruling, decision, opinion, injunction, assessment, attachment, undertaking, award, charge, writ, executive order, judicial order, administrative order or any other order of any Governmental Entity.

"Disclosure Schedule" has the meaning set forth in Article III.

"Employee Benefit Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) and any other benefit or compensation plan, program, agreement or arrangement of any kind, in each case, maintained or contributed to by a Seller, in which a Seller participates or participated, in which a Seller has any Liability (contingent or otherwise), or through which current or former Service Providers of the Business are eligible to receive benefits or compensation.

"End Date" means the close of business no later than thirty (30) days following the entry of the Sale Order.

"Enforcing Parties" has the meaning set forth in Section 9.9(a).

"Environmental, Health and Safety Requirements" means, as enacted and in effect on or prior to the Closing Date, all applicable Laws concerning human health or safety, the treatment, transportation, manufacture, processing, generation, distribution, storage, clean-up, handling disposal, emission, discharge, Release or threatened Release of, or exposure to, Hazardous Material, pollution or the protection of the environment or natural resources.

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended.

"Excluded Assets" means, collectively, the following assets of the Sellers: (a) all certificates of incorporation or certificates of formation and other organizational documents, 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 or other equity transfer books, stock or membership certificates relating to the Sellers and other documents relating to the organization, maintenance and existence of any Seller as a corporation or limited liability company; (b) all Records related to Taxes paid or payable by any Seller; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (c) Owned Equity Interests; (d) all Contracts and Leases that are not Assumed Contracts; (e) any (i) confidential personnel and medical Records pertaining to any Service Provider to the extent the disclosure of such information is prohibited by applicable Law and (ii) other Records that any Seller is required by Law to retain; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset, any Assumed Liability or any Service Provider hired by the Buyer on the Closing Date (to the extent not prohibited by applicable Law); (f) any documents and agreements of any Seller relating to the Sellers' Chapter 11 Cases or to the sale or other disposition of the Business or the Acquired Assets or the sale or other disposition of any Excluded Assets; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (g) all Permits that are not Assumed Permits; (h) trade accounts receivable and other receivables from customers of the Sellers (whether current or non-current), in each case of this clause (h), related to projects or jobs that do not constitute an Open Job; (i) all rights to bill and receive payment for services performed and/or products sold by any Seller but unbilled or unpaid as of the Closing, in each case of this clause (i), related to projects or jobs that do not constitute an Open Job; and (j) any Cash.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Final Order" means an order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further appeal or rehearing thereon; (ii) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) as to which no stay is in effect; provided, however, that the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024(b) shall not cause an order not to be deemed a "Final Order" unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue. In the case of (x) the Sale Order, a Final Order shall also consist of an order as to which an appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyer, in its sole and absolute discretion, elects to proceed with Closing, and (y) any other order that is required hereunder to be a Final Order, a Final Order shall also consist of an order as to which an appeal,

notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyer, in its sole and absolute discretion, elects to proceed.

"Furnishings and Equipment" means tangible personal property (other than Inventory) that is used or held for use in the operation of the Business, regardless of where located.

"GAAP" means United States generally accepted accounting principles.

"Good Faith Deposit" has the meaning set forth in Section 2.13.

"Governmental Entity" means any United States federal, state or local or non-United States governmental or regulatory authority, agency, commission, court, body or other governmental entity.

"Hazardous Material" means any material, waste or other substance that is listed, defined, designated or classified as hazardous, radioactive or toxic or a pollutant or a contaminant under (or is regulated by or forms the basis for liability under) any Environmental, Health and Safety Requirements, including any admixture or solution thereof, and including petroleum and all derivatives thereof or synthetic substitutes therefor, asbestos or asbestos-containing materials in any form or condition and polychlorinated biphenyls.

"Indebtedness" of any Person means, without duplication, (a) the principal of and premium (if any) in respect of (i) indebtedness of such Person for money borrowed and (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, (b) all obligations of such Person issued or assumed as the deferred purchase price of property or services, all conditional sale obligations of such Person, and all obligations of such Person under any title retention agreement (but excluding trade accounts payable for goods and services and other accrued current liabilities arising in the Ordinary Course of Business), (c) all obligations of such Person under Capital Leases, (d) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance, cash/book overdraft or similar credit transaction or facility, (e) the liquidation value of all preferred stock of such Person (redeemable or otherwise), to the extent not included in Owned Equity Interests included among the Acquired Assets, (f) all obligations of the type referred to in clauses (a) through (e) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, and (g) all obligations of the type referred to in clauses (a) through (f) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Initial Allocation" has the meaning set forth in Section 2.10.

"Insurance Policies" has the meaning set forth in Section 3.13.

"Intellectual Property" means any and all rights, title and interest in or relating to intellectual property of any type, which may exist or be created under the Laws of any jurisdiction throughout the world, including: (a) patents and patent applications, together with all reissues, provisionals, continuations, continuations-in-part, divisionals, renewals, extensions and

reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, internet domain names, social media accounts and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals and extensions in connection therewith, and all goodwill associated with any of the foregoing; (c) rights associated with works of authorship, including software, databases, websites, exclusive exploitation rights, mask work rights, copyrights, database and design rights, whether or not Registered or published, all registrations and recordations thereof and applications in connection therewith, along with all extensions and renewals thereof and all moral rights associated with any of the foregoing; and (d) trade secrets, know-how and other proprietary and confidential information, including inventions (whether or not patentable), invention disclosures, improvements, algorithms, source code, data analytics, methods, processes, designs, drawings, customer lists, supplier lists, together with all embodiments and fixations of any of the foregoing and all related documentation.

"Intellectual Property Assets" means the Intellectual property owned and used by each respective Seller and primarily used or held for use in the conduct of the Business, as disclosed in Section 3.15 of the Disclosure Schedule.

"Intellectual Property Assignment" has the meaning set forth in Section 2.9(a)(iv).

"Inventory" means all inventory (including merchandise, raw materials, component parts, supplies, packing and shipping materials, products in-process and finished products) of any Seller, whether temporarily out of such Seller's custody or possession, in transit to or from any Seller and whether in any Seller's vehicles, warehouses, held by any third parties or otherwise, and all other Inventory (as defined in the UCC), including any returned goods and any documents of title representing any of the foregoing.

"IRC" means the United States Internal Revenue Code of 1986, as amended.

"Knowledge" of a Person (and other words of similar import) (a) in reference to the Sellers means the actual knowledge of any director or executive officer of the Sellers, without any duty of inquiry or investigation and (b) in reference to the Buyer means the actual knowledge of Anthony Perera and/or Max Kurzban, without any duty of inquiry or investigation. For the avoidance of doubt, no Person named in this definition shall have any personal liability or obligations solely rising out of such Knowledge.

"Law" means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance (including with respect to zoning or other land use matters), code, treaty, convention, rule, regulation, requirement, edict, directive, pronouncement, determination, proclamation or Decree of any Governmental Entity.

"Leased Real Property" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property of any Seller which is used in the Business.

"Leases" means all leases, subleases, licenses, concessions, and other agreements, including all amendments, extensions, renewals, guaranties, and other agreements with respect

thereto, in each case pursuant to which a Seller holds or has any interest in Leased Real Property, but excluding Contracts.

"Liability" means any liability, Indebtedness, guaranty, claim, loss, damage, deficiency, assessment, responsibility or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether due or to become due, whether determined or determinable, whether choate or inchoate, whether secured or unsecured and whether matured or not yet matured).

"Lien" means any mortgage, deed of trust, hypothecation, contractual restriction, pledge, lien, encumbrance, interest, charge, security interest, put, call, other option, right of first refusal, right of first offer, servitude, right of way, easement, conditional sale or installment contract, finance lease involving substantially the same effect, security agreement or other encumbrance or restriction on the use, transfer or ownership of any property of any type (including real property, tangible property and intangible property). For the avoidance of doubt, the definition of Lien shall not be deemed to include the grant of any non-exclusive license or sublicense of Intellectual Property by a Seller.

"Litigation" means any action, cause of action, suit, claim, investigation, mediation, audit, grievance, demand, hearing or proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity before any Governmental Entity or arbitrator.

"Material Adverse Effect" means any state of facts, change, event, effect, development, condition, circumstance or occurrence (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences), that (a) is materially adverse to the Acquired Assets or the financial condition or results of operations of the Business (taken as a whole, but excluding the Excluded Assets and Excluded Liabilities), including (for the avoidance of doubt and notwithstanding any carve out in the following provisions) the re-escalation (or "2nd wave") of the COVID-19 pandemic or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of the Sellers to consummate the transactions contemplated by this Agreement or the Related Agreements on the terms set forth herein and therein; provided, however, that with respect to clause (a) only, no change event, development or occurrence related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) national or international business, economic or political conditions, including the engagement by the United States of America in international hostilities (not domestic), affecting (directly or indirectly) the industry in which the Business operates, whether or not pursuant to the declaration of war, or the occurrence of any military or terrorist attack upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America, except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (ii) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index), except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates;

(iii) any change in GAAP or Law except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iv) any changes directly attributable to the announcement of this Agreement or any Related Agreement, including by reason of the identity of the Buyer or any of its Affiliates; (v) resulting from any act of God except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; or (vi) in the case of the Sellers or the Business, (A) the failure to meet or exceed any projection or forecast (it being understood that, with respect to this clause (vi) (A), the underlying facts or circumstances giving rise or contributing to the failure to meet such projection(s) or forecast(s) may be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect), or (B) changes in the business or operations of any Seller (including changes in credit terms offered by suppliers or financing sources) resulting from the announcement or the filing of the Sellers' Chapter 11 Cases and the Sellers' financial condition or the Sellers' status as debtors under Chapter 11 of the Bankruptcy Code.

"Material Contract" has the meaning set forth in Section 3.5(a).

"Necessary Consents" has the meaning set forth in Section 2.6(g).

"Non-Recourse Party" means, with respect to a party to this Agreement, any of such party's past, present and future direct or indirect equityholders, controlling Persons, directors, officers, employees, incorporators, members, managers, general or limited partners, shareholders, Affiliates, agents, attorneys, advisors, financing sources, representatives, assignees or successors (or any past, present and future direct or indirect equityholder, controlling Person, director, officer, employee, incorporator, member, manager, general or limited partner, shareholder, Affiliate, agent, attorney, advisor, financing source, representative, assignee or successor of any of the foregoing).

"Open Job" means, as of the Closing, any open project or work in process of each Seller which such Seller, in its reasonable discretion, would record on its financial books and records as an open project or work in process.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice during the twelve month period ending on the date of this Agreement.

"Owned Equity Interests" means any equity interests or securities of any Seller held by any other Seller.

"Party" has the meaning set forth in the preamble.

"Permit" means any franchise, approval, permit, license, order, registration, certificate, variance, Consent, exemption, ratification, waiver or similar right or authorization issued, granted, given or otherwise obtained from or by any Governmental Entity, under the authority thereof, or pursuant to any applicable Law.

"Permitted Liens" means Liens (a) for Taxes not yet delinquent or which are being contested in good faith by appropriate proceedings and, in either case, to the extent reserved on

the books and records of the applicable Seller, (b) with respect to leased or licensed personal property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assumed Contract and (c) with respect to Capital Leases (to the extent constituting Assumed Contracts), for an aggregate amount of Indebtedness not to exceed Ten Thousand Dollars ($10,000).

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity, including any Governmental Entity or any group or syndicate of any of the foregoing.

"Personal Property Taxes" means personal property Taxes of the Sellers to the extent they become allowed claims in the Sellers' Chapter 11 Cases under sections 503(b)(1)(B) or 507(a)(8)(B) of the Bankruptcy Code.

"Petition Date" has the meaning set forth in the recitals.

"Previously Omitted Contract" has the meaning set forth in Section 2.6(j).

"Purchase Price" has the meaning set forth in Section 2.5.

"Qualified Bid" means competing bids that are submitted by a qualified bidder in accordance with the Bidding Procedures and Bidding Procedures Order.

"Records" means, with respect to the Business, the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, lists (including client and customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications, creative materials, advertising and promotional materials, marketing plans, studies, reports, data, supplier and vendor lists, purchase orders, sales and purchase invoices, production reports, personnel and employment records, financial and accounting records and similar materials related to the Business and specifically excluding Sellers' corporate minutes book and related corporate records and books, files and papers to the extent not otherwise relating exclusively to the Business.

"Registered" means issued by, registered with, renewed by or the subject of a pending application before any Governmental Entity or domain name registrar.

"Related Agreements" means the Bill of Sale, the Assignment and Assumption Agreement, the Intellectual Property Assignment, the Transition Services Agreement and each other agreement, document or instrument executed or delivered by a Party in connection with the foregoing, this Agreement, the Sale Order or the transactions contemplated hereby or thereby.

"Related Party" means any officer, director, manager or equity holder of any Seller, or any member of the immediate family of the foregoing.

"Release" means the release, spill, emission, leaking, pumping, pouring, emptying, escaping, dumping, injection, deposit, disposal, discharge, dispersal, leaching or migrating of any Hazardous Material into the environment.

"Representative" of a Person means such Person's officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents of such Person.

"Sale Hearing" means the hearing at which the Bankruptcy Court considers entry of a Sale Order.

"Sale Motion" means that motion to be filed in the Sellers' Chapter 11 Cases requesting that the Bankruptcy Court (a) enter the Bidding Procedures Order and (b) enter the Sale Order at the final hearing on the Sale Motion, and approve all related transactions.

"Sale Order" means an order of the Bankruptcy Court entered in the Sellers' Chapter 11 Cases pursuant to sections 105, 363, and 365 of the Bankruptcy Code, approving this Agreement and the transactions contemplated hereby, in all respects as shall be reasonably satisfactory to the Sellers and the Buyer, including (i) approving the sale and transfer of the Acquired Assets to the Buyer free and clear of all Liens, Claims and interests, other than Permitted Liens expressly assumed by the Buyer hereunder, pursuant to section 363(f) of the Bankruptcy Code; (ii) approving the assumption and assignment to the Buyer of the Assumed Contracts; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing a finding that the transactions contemplated by this Agreement are undertaken by the Sellers and the Buyer (solely in its capacity as such) at arm's length, without collusion, and finding that the Buyer is a good-faith Buyer entitled to the protections of section 363(m) of the Bankruptcy Code; (v) finding that due and adequate notice of the approval of the sale hearing and proposed Sale Order and an opportunity to be heard were provided to all Persons entitled thereto, including but not limited to, federal, state and local taxing and regulatory authorities; (vi) confirming that the Buyer is acquiring the Acquired Assets free and clear of all Liabilities, other than the Assumed Liabilities; (vii) assuring that the Buyer will not be subject to successor liability for any claims or causes of action of any kind or character against any Seller, whether known or unknown, unless expressly assumed as an Assumed Liability pursuant to this Agreement; (viii) authorizing the Buyer to freely own and operate the Acquired Assets; (ix) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement; (x) providing that the provisions of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) are waived and there will be no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure; (xi) permitting the Buyer to waive, in its sole discretion, the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure; and (xii) granting related relief, which order shall be in all respects reasonably satisfactory to the Buyer.

"Seller" has the meaning set forth in the preamble.

"Sellers' Chapter 11 Cases" has the meaning set forth in the recitals.

"Service Provider" means any director, officer, full-time or part-time employee, independent contractors, independent consultants or temporary employees, of any Seller.

"Solutions" has the meaning set forth in the preamble.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or other persons performing similar functions with respect to such corporation) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director, managing member or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Successful Bidder" means the bidder who shall have submitted the highest or otherwise best bid at the conclusion of the Auction in accordance with the Bidding Procedures and Bidding Procedures Order.

"Tax" or "Taxes" means any net or gross income, net or gross receipts, net or gross proceeds, capital gains, capital stock, sales, use, user, leasing, lease, transfer, natural resources, premium, ad valorem, value added, franchise, profits, gaming, license, capital, withholding, payroll or other employment, estimated, goods and services, severance, excise, stamp, fuel, interest equalization, registration, recording, occupation, turnover, personal property (tangible and intangible), real property, unclaimed or abandoned property, alternative or add-on, windfall or excess profits, environmental, social security, disability, unemployment or other tax or customs duties or amount imposed by (or otherwise payable to) any Governmental Entity, or any interest, any penalties, additions to tax or additional amounts assessed, imposed or otherwise due or payable under applicable Laws with respect to taxes, in each case, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Transfer Tax" has the meaning set forth in Section 6.5.

"Transferred Employee" has the meaning set forth in Section 6.4(a).

"Transition Services Agreement" has the meaning set forth in Section 2.9(a)(v).

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Delaware, or in any other state to the extent the law of such other state shall govern or apply to a specific asset or property of a Seller.

"WARN Act" has the meaning set forth in Section 3.9(a).

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of Acquired Assets. On the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing, the Buyer shall purchase, acquire, and accept from each Seller, and each Seller shall sell, transfer, assign, convey, and deliver to the Buyer (or its assignee pursuant to Section 9.4), all of such Seller's right, title and interest in and to all of the properties, rights, interests and other tangible and intangible assets of such Seller set forth on Exhibit A attached hereto (collectively, the "Acquired Assets"), free and clear of all Liens (other than Permitted Liens), for the consideration specified in Section 2.5; provided, however, that the Acquired Assets shall not include any Excluded Assets.

Section 2.2 Excluded Assets. Nothing contained herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Buyer, and the applicable Seller shall retain all of its right, title and interest to, in and under the Excluded Assets.

Section 2.3 Assumed Liabilities. On the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing (or, with respect to assumed liabilities under Assumed Contracts or Assumed Permits that are assumed by the Buyer after the Closing, such later date of assumption as provided in Sections 2.6), the Buyer shall assume and become responsible for the following Liabilities (collectively, the "Assumed Liabilities") and no other Liabilities, including the Excluded Liabilities, of any Seller, and from and after the Closing (or such later date of assumption as provided in Sections 2.6), agrees to timely pay, honor and discharge, or cause to be timely paid, honored and discharged, all Assumed Liabilities when due and in a timely manner in accordance with the terms thereof, and except for the Assumed Liabilities, the Buyer shall not be deemed to have assumed any other Liabilities of the Sellers, any of their Affiliates or any predecessors of the foregoing:

(a) all Liabilities arising after the Closing Date under the Assumed Contracts and the Assumed Permits included in the Acquired Assets that are incurred from the use of the Acquired Assets and conduct of the Business by the Buyer following the Closing Date;

(b) all Cure Amounts pursuant to Section 2.6(f);

(c) all Liabilities for Taxes borne by the Buyer pursuant to Section 6.5;

(d) all Liabilities of the Sellers with respect to customer warranty claims of the Business with respect to services provided or jobs completed prior to the Closing;

(e) all Liabilities of the Sellers with respect to customer membership programs of the Business; and

(f) (i) all accrued vacation and sick time of the Transferred Employees that remains unused or unpaid as of the Closing; (ii) any payroll amounts and related employer Taxes accrued during and relating to the payroll period that includes the Closing Date with respect to the Transferred Employees that remains unpaid as of the Closing; and (iii) any other Liabilities described as being assumed or fulfilled by Buyer in Section 6.4.

Section 2.4 **Excluded Liabilities**. Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that the Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of any Seller or their respective Affiliates, whether existing at any time before or after the Closing Date or arising thereafter, other than the Assumed Liabilities (all such Liabilities that the Buyer is not assuming being referred to collectively as the "Excluded Liabilities"). Without limiting the foregoing, the Buyer shall not be obligated to assume, does not assume and hereby disclaims all the Excluded Liabilities, including the following Liabilities of any Seller or their respective Affiliates whether incurred or accrued at any time before or after the Closing Date:

(a) except with respect to payroll and related employer Taxes with respect to Transferred Employees, and except as otherwise provided in Section 2.11 or Section 6.5, (i) all Taxes of any Seller or any of its Affiliates, including Taxes imposed on any Seller under Treasury Regulations Section 1.1502-6 and similar provisions of state, local or foreign Tax Law accruing prior to the Closing and (ii) all Liabilities for Taxes relating to the Business, Acquired Assets or Transferred Employees for all Taxable periods (or portions thereof) ending on or prior to the Closing Date (including, for the avoidance of doubt, any payroll or other employment Taxes deferred by any Seller pursuant to Section 2302 of the CARES Act);

(b) all Liabilities of the Sellers and their Affiliates for fees, costs and expenses incurred in connection with Sellers' and their Affiliates' Chapter 11 Cases or negotiating, preparing, closing and carrying out this Agreement and the transactions contemplated hereby, including (i) any fees and expenses of attorneys, investment bankers (other than as provided in Section 2.3(b)) finders, brokers, accountants and consultants and (ii) any fees, costs and expenses or payments related to any transaction bonus, discretionary bonus, change-of-control payment, retention or other compensatory payments made to any Service Provider (including the employer portion of any payroll, social security, unemployment or similar Taxes related thereto);

(c) all Personal Property Taxes;

(d) all Liabilities of any Seller and their Affiliates in respect of Indebtedness (except to the extent of any Cure Amounts under any Assumed Contracts and any Capital Leases that are Assumed Contracts);

(e) all Liabilities arising in connection with any violation of any applicable Law relating to the period prior to the Closing Date by any Seller and their Affiliates, including any Environmental, Health and Safety Requirements and the items set forth on Section 3.8 of the Disclosure Schedule;

(f) all litigation claims and any other Liabilities, including any tort claims, breach of contract claims, employment claims and discrimination claims, which are not Assumed Liabilities, to the extent relating to Claims (including Claims instituted after the Closing Date), events or conditions arising out of or relating in any way to the conduct or operation of the Business or the ownership of the Acquired Assets prior to the Closing Date even if instituted after the Closing Date;

(g) All Liabilities and obligations arising out of, relating to or in connection with incidents or events occurring prior to the Closing Date by any Service Provider or other Person employed by, or acting as an independent contractor on the property of or on behalf of, any Seller or their Affiliates for payment, claims or benefits under workers' compensation Laws or any other Law;

(h) all Liabilities of Sellers and their Affiliates with respect to, or relating to or arising out of the employment, service or termination of employment or service of Service Providers of any Seller or any of their Affiliates (except to the extent expressly assumed pursuant to Section 2.3(f));

(i) all Liabilities arising in connection with or in any way relating to any Seller or any of their Affiliates (or any predecessor or any prior owner of all or part of their business and assets), any property now or previously owned, leased or operated by any Seller or any such Affiliate or the Acquired Assets or any activities or operations occurring or conducted at any real property used or held for use by any Seller or any Affiliate (including offsite disposal), which (i) arise under or relate to any Environmental, Health and Safety Requirements and (ii) relate to actions occurring or conditions existing on or prior to the Closing Date;

(j) all Liabilities arising out of or related to any Excluded Asset;

(k) all Liabilities to any (i) owner or former owner of capital stock or other equity interests of any Seller or any of their Affiliates, (ii) current or former officer or director of any Seller or any of their Affiliates, or (iii) any Subsidiary of the Sellers or any of their Affiliates, in each case in their capacity as such;

(l) all other Liabilities that are not Assumed Liabilities, including all Liabilities arising under or in connection with written or oral Contracts;

(m) all Liabilities of the Sellers or their Affiliates constituting accounts payable incurred prior to the Closing Date to the extent not included as a Cure Amount, or otherwise expressly included as an Assumed Liability pursuant to Section 2.3;

(n) all Liabilities maintained pursuant to or in connection with any Employee Benefit Plan that is not an Assumed Employee Benefit Plan; and

(o) all other Liabilities of any Seller and their Affiliates (including under this Agreement and the Related Agreements and the transactions contemplated hereby or thereby), excluding all the Assumed Liabilities.

Section 2.5 Consideration. The aggregate consideration for the sale and transfer of the Acquired Assets to the Buyer (the "Purchase Price") shall be (i) $2,000,000.00 in cash; plus (ii) the assumption of Assumed Liabilities (including the Cure Amounts). Not later than two (2) Business Days following the entry of the Bidding Procedures Order, the Buyer will confirm the then current dollar amount of the Purchase Price in writing to the Sellers, which amount shall be subject to upward adjustment at any time prior to or during the Auction.

Section 2.6 Assumption and Assignment of Contracts, Leases, Employee Benefit Plans and Permits.

(a) The Sale Order shall provide for the assumption by the applicable Seller, and the assignment to the extent legally capable of being assigned by such Seller to the Buyer, of the Assumed Contracts on the terms and conditions set forth in the remainder of this Section 2.6.

(b) At the Buyer's request, the applicable Seller shall reasonably cooperate from the date hereof forward with the Buyer as reasonably requested by the Buyer to allow the Buyer to enter into an amendment of any Contract or Lease upon assignment to the Buyer of such Contract or Lease (and such Seller shall reasonably cooperate with the Buyer to the extent reasonably requested with the Buyer in negotiations with the applicable non-debtor counterparties and/or landlords). The Buyer shall compensate the Sellers for any reasonable, documented, out-of-pocket costs with respect to the foregoing.

(c) Section 2.6(c)(i) of the Disclosure Schedule sets forth a true, correct, and complete list of all Contracts and Leases exclusively related to the Business and to which any Seller is a party. Section 2.6(c)(ii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Sellers' Employee Benefit Plans. Section 2.6(c)(iii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Assumable Permits with respect to the Business. Buyer has advised the Sellers that it may want the Sellers to assume and assign certain of the Contracts and Leases set forth in Section 2.6(c)(i) of the Disclosure Schedule, Employee Benefit Plans set forth in Section 2.6(c)(ii) of the Disclosure Schedule and Assumable Permits set forth in Section 2.6(c)(iii) of the Disclosure Schedule, in each case, under section 365 of the Bankruptcy Code. The inclusion of any Contract or Lease on Section 2.6(c)(i) of the Disclosure Schedule, Employee Benefit Plan on Section 2.6(c)(ii) of the Disclosure Schedule or Assumable Permit on Section 2.6(c)(iii) of the Disclosure Schedule does not constitute an admission that a particular contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract, Lease, Employee Benefit Plan or Assumable Permit will ultimately be assumed. All rights of Buyer with respect thereto are reserved. The Buyer shall, no later than seven (7) days prior to the earlier of (i) a scheduled Auction or, (ii) in the event no Auction is held, prior to the hearing scheduled to consider entry of the Sale Order, identify in writing to the Sellers the Contracts, Leases, Employee Benefit Plans and Assumable Permits that the Buyer has decided will be Assumed Contracts by putting such agreements onto a contract and cure schedule (the "Contract and Cure Schedule"), will be Assumed Employee Benefit Plans by putting such Employee Benefit Plans on the "Assumed Employee Benefit Plan Schedule" or will be Assumed Permits by putting such Assumable Permits on the "Assumed Permit Schedule".

(d) Unless the Bankruptcy Court orders otherwise, each Contract and Lease included on the Contract and Cure Schedule, Employee Benefit Plan included on the Assumed Employee Benefit Plan Schedule and Assumable Permit included on the Assumed Permit Schedule, as applicable, will be deemed to have been assigned to the Buyer and become an Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit, as applicable on the date (the "Assumption Effective Date") that is the later of: (i)

the Closing Date, or (ii) contemporaneously with the resolution of any objections to the assumption and assignment of such Contract or Lease (or to a proposed Cure Amount), Employee Benefit Plan or Assumable Permit.

(e) As part of the Sale Motion (or as necessary in one or more separate motions), the Sellers shall request that, by virtue of the Sellers providing prior notice of its intent to assume and assign any Contract, Lease, Employee Benefit Plan or Assumable Permit, pursuant to the terms set forth in the Bidding Procedures Order, the Bankruptcy Court shall deem (by way of the Bidding Procedures Order or such other order of the Bankruptcy Court) any non-debtor party to such Contract, Lease, Employee Benefit Plan or Assumable Permit that does not file an objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract, Lease, Employee Benefit Plan or Assumable Permit by the relevant Seller and assignment to the Buyer. For the avoidance of doubt, the Sellers may reject any Contract and Lease that is not an Assumed Contract, Assumed Employee Benefit Plan, or Assumed Permit.

(f) In connection with the assumption and assignment to the Buyer of any Assumed Contract, the cure amounts, as agreed in writing among the applicable non-debtor counterparty, the Sellers and the Buyer, or as determined by the Bankruptcy Court, if any are necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Contracts, including any amounts payable to any landlord under any Lease that is an Assumed Contract, in each case that relates to the period prior to the Assumption Effective Date (such proposed amounts as identified on the cure notice filed with the Bankruptcy Court in according with the Bidding Procedures, the "Cure Amounts"), shall be paid by the Buyer, on the Assumption Effective Date, and not by any Seller and no Seller shall have liability therefor, and the Cure Amounts paid by the Buyer shall not reduce, directly or indirectly, any consideration received by the Sellers hereunder.

(g) The Sellers shall use their commercially reasonable efforts to obtain an order of the Bankruptcy Court (including the Sale Order) (the "Assumption Approval") to assign to Buyer the Assumed Contracts, Assumed Employee Benefit Plans and Assumed Permits, in each case, on the terms set forth in this Section 2.6. In the event the Sellers are unable to assign any such Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit to the Buyer pursuant to an order of the Bankruptcy Court for any reason, including that the Consent of Governmental Entity or third party is necessary to assume and assign such Assumed Contracts to the Buyer (the "Necessary Consents") and such Necessary Consent has not yet been obtained, then the Parties shall use their commercially reasonable efforts until the earlier of the effective date of any Chapter 11 plan confirmed in the Sellers' Chapter 11 Cases or the ninetieth (90th) day after the Closing Date (the "Consent Deadline") to obtain, and to cooperate in obtaining, all Consents from Governmental Entities and third parties necessary to assume and assign such Contract, Lease, Employee Benefit Plan or Assumable Permit to the Buyer, including, in the case of the Buyer, paying any applicable Cure Amounts.

(h) To the extent that any Consent that is required to assign to the Buyer any Contract or Lease is not obtained by the Closing Date, the applicable Seller shall, with

respect to each such Contract or Lease, from and after the Closing and until the earliest to occur of (x) the effective date of any Chapter 11 plan confirmed in the Sellers' Chapter 11 Cases, (y) the date on which such applicable Consent is obtained (which Consents the Parties shall use their commercially reasonable efforts, and cooperate with each other, to obtain promptly), and (z) the Consent Deadline, use commercially reasonable efforts to (i) provide to the Buyer the benefits under such Contract or Lease Contract, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract or Lease in trust for the Buyer pending receipt of the required Consent) designed to provide such benefits to the Buyer, and (iii) use its commercially reasonable efforts, in accordance with the reasonable, written instructions of Buyer, to enforce for the account of the Buyer any rights of the applicable Seller under such Contract or Lease (including the right to elect to terminate such Contract or Lease Contract in accordance with the terms thereof upon the written direction of the Buyer). The Buyer shall reasonably cooperate with the applicable Seller in order to enable the applicable Seller to provide to the Buyer the benefits contemplated by this Section 2.6(h). The Buyer shall compensate the Sellers for any reasonable, documented out-of-pocket, non-fixed costs with respect to any Assumed Contract for which a Necessary Consent has not been obtained until the earlier of (A) the Consent Deadline, or (B) such time as such Assumed Contract is either (a) assumed by the applicable Seller and assigned to the Buyer or (b) rejected by the applicable Seller.

(i) Notwithstanding the foregoing, a Contract or Lease shall not be an Assumed Contract hereunder and shall not be assigned to, or assumed by, the Buyer to the extent that such Contract or Lease (i) is rejected by the applicable Seller or validly terminated by the applicable Seller in accordance with the terms hereof or by the other party thereto, or terminates or expires by its terms, on or prior to the Closing Date and is not continued or otherwise extended upon assumption, or (ii) requires a Consent of any Governmental Entity or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to the Buyer of such Seller's rights under such Contract, and no such Consent has been obtained prior to the effective date of any Chapter 11 plan confirmed in the Sellers' Chapter 11 Cases. In addition, a Permit shall not be assigned to, or assumed by, the Buyer to the extent that such Permit requires a Consent of any Governmental Entity or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to the Buyer of the applicable Seller's rights under such Permit, and no such Consent has been obtained prior to the Closing or such later date as may be agreed among the applicable Seller and the Buyer (and all reasonable, documented costs and expenses associated with such extension shall be borne by the Buyer).

(j) If prior to the Closing, it is discovered that a Contract should have been listed on Section 2.6(c) of the Disclosure Schedule but was not so listed (any such Contract, a "Previously Omitted Contract"), the Sellers shall, promptly following the discovery thereof (but in no event later than five (5) Business Days following the discovery thereof), notify the Buyer in writing of such Previously Omitted Contract and provide the Buyer with a copy of such Previously Omitted Contract and the Cure Amount (if any) in respect thereof. The Buyer shall thereafter deliver written notice to the Sellers, no later than five (5) Business Days following such notice of such Previously Omitted Contract from the

Sellers, if the Buyer elects to so include such Previously Omitted Contract on the Contract and Cure Schedule.

(k) If the Buyer includes a Previously Omitted Contract on the Contract and Cure Schedule in accordance with Section 2.6(j), the applicable Seller shall file and serve a notice on the contract counterparties to such Previously Omitted Contract notifying such counterparties of such Seller's intention to assume and assign to the Buyer such Previously Omitted Contract, including the proposed Cure Amount (if any). Such notice shall provide such contract counterparties pursuant to the procedures set forth in the Bidding Procedures Order to object, in writing, to the Sellers and the Buyer to the assumption of its Contract or Lease. If such counterparties, the Sellers and the Buyer are unable to reach a consensual resolution with respect to the objection within ten (10) Business Days, the Buyer shall have the right to require the Sellers to seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such Previously Omitted Contract. If no objection is timely served on the Sellers and the Buyer, then such Previously Omitted Contract shall be deemed assumed by such Seller and assigned to the Buyer pursuant to the Sale Order. The Sellers and the Buyer shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for the Buyer to assume the rights and obligations under such Previously Omitted Contract.

Section 2.7 [Reserved].

Section 2.8 Closing. The Parties agree that the closing of the purchase and sale of the Acquired Assets pursuant to this Agreement (the "Closing") shall take place electronically commencing at 10:00 a.m. (prevailing Eastern time) on the date that is the second (2nd) Business Day after the date on which all conditions to the obligations of the Sellers and the Buyer to consummate the transactions contemplated hereby set forth in Article VII have been satisfied or waived (other than conditions with respect to actions that either or both the Sellers and the Buyer will take at the Closing itself, but subject to the satisfaction or waiver (by the Party entitled to waive such condition) of those conditions), or at such other time or on such other date as shall be mutually agreed upon by the Sellers and the Buyer prior thereto (the "Closing Date"); provided, however, the Closing shall occur prior to the End Date. The date and time on and at which the Closing actually occurs is referred to in this Agreement as the "Closing Date."

Section 2.9 Deliveries at Closing.

(a) At the Closing, the Sellers shall deliver to the Buyer the following documents and other items, duly executed by the Sellers, as applicable:

(i) the Acquired Assets;

(ii) a Bill of Sale substantially in the form of Exhibit B attached hereto (the "Bill of Sale");

(iii) an Assignment and Assumption Agreement substantially in the form of Exhibit C attached hereto (the "Assignment and Assumption Agreement");

(iv) an Intellectual Property Assignment substantially in the form of Exhibit D attached hereto together with any short-form assignments requested by the Buyer for recordation with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other Governmental Entity or domain name registrar (collectively, the "Intellectual Property Assignment");

(v) a certificate signed by an authorized officer of each Seller to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) is satisfied in accordance with the terms thereof; and

(vi) from each Seller, a duly completed and executed Internal Revenue Service Form W-9 certifying that such Seller is a "U.S. person" and is not subject to United States backup withholding.

(b) At the Closing, the Buyer shall deliver to the Sellers, the following documents, consideration and other items, duly executed by the Buyer, as applicable:

(i) the Purchase Price (less any Good Faith Deposit previously paid to Sellers under Section 2.13);

(ii) the Assignment and Assumption Agreement;

(iii) the Intellectual Property Assignment;

(iv) a certificate to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) is satisfied in accordance with the terms thereof; and

(v) a copy of the Buyer's certificate of incorporation, certificate of formation or other formation document certified as of a date on or soon before the Closing Date by the Secretary of State (or comparable governmental officer) of the respective jurisdictions of the Buyer's incorporation or organization.

Section 2.10 Allocation. As soon as reasonably practicable and in no event later than sixty (60) days after the Closing Date, the Buyer shall provide the Sellers with a draft allocation of the Purchase Price for federal income tax purposes, including any liabilities properly included therein among the Acquired Assets and the agreements provided for herein, for federal, state and local income tax purposes (the "Initial Allocation"). In the event the Buyer fails to provide the Initial Allocation within such sixty (60) day period, then Sellers, may elect to deliver the Initial Allocation for review by Buyer pursuant to the following procedures. Within forty-five (45) days of the receipt of the Initial Allocation, the Sellers may deliver a written notice (the "Allocation Objection Notice") to the Buyer, setting forth in reasonable detail those items in the Initial Allocation that the Sellers dispute, if any. The Sellers may make reasonable inquiries of the Buyer and its accountants and Service Providers relating to the Initial Allocation, and the Buyer shall use reasonable efforts to cause any such accountants and Service Providers to cooperate with, and provide such requested information to, the Sellers in a timely manner. If prior to the conclusion of such forty-five (45)-day period, the Sellers notify the Buyer in writing that they will not provide any Allocation Objection Notice or if the Sellers do not deliver an Allocation

Objection Notice within such forty-five (45)-day period, then the Buyer's proposed Initial Allocation shall be deemed final, conclusive and binding upon each of the Parties. Within thirty (30) days of the Sellers' delivery of the Allocation Objection Notice, the Sellers and the Buyer shall attempt to resolve in good faith any disputed items, and failing such resolution, the unresolved disputed items shall be referred for final binding resolution to a mutually agreeable accounting firm (the "Arbitrating Accountant"). The fees and expenses of the Arbitrating Accountant shall be paid fifty percent (50%) by the Buyer and fifty percent (50%) by the Sellers. The Arbitrating Accountant shall act as an expert and not an arbitrator and such determination by the Arbitrating Accountant shall be (i) in writing, (ii) furnished to the Buyer and the Sellers as soon as practicable (and in no event later than thirty (30) days after the items in dispute have been referred to the Arbitrating Accountant), (iii) made in accordance with the principles set forth in this Section 2.10, and (iv) non-appealable and incontestable by the Buyer and the Sellers. As used herein, the "Allocation" means the allocation of the Purchase Price, the Assumed Liabilities and other related items among the Acquired Assets and the agreements provided for herein as finally agreed between the Buyer and the Sellers or ultimately determined by the Arbitrating Accountant, as applicable, in accordance with this Section 2.10. The Allocation shall be prepared in accordance with IRC Section 1060 and the treasury regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate). The Buyer and the Sellers shall each report the federal, state and local income and other Tax consequences of the transactions contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under IRC Section 1060 (or any successor form or successor provision of any future Tax Law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable Law. The Sellers shall provide the Buyer and the Buyer shall provide the Sellers with a copy of any information required to be furnished to the Secretary of the Treasury under IRC Section 1060.

Section 2.11 Proration of Taxes and Other Items. Except as otherwise provided in this Agreement with respect to Tax items allocable to a particular Party, to the extent that any of the items listed below in this Section 2.11 are paid by the Sellers prior to the Closing or are payable by the Buyer or the Sellers after the Closing Date, such items shall be apportioned as of the Closing Date such that (i) the Sellers shall be liable for (and shall reimburse the Buyer to the extent that the Buyer shall pay) that portion of such of the foregoing relating or attributable to periods prior to the Closing Date; and (ii) the Buyer shall be liable (and shall reimburse the Sellers, to the extent the Sellers shall have paid) that portion of the foregoing relating or attributable to periods on or after the Closing Date. Should any amounts to be prorated not have been finally determined on the Closing Date, a mutually satisfactory estimate of such amounts made on the basis of the Sellers' records shall be used as a basis for settlement at the Closing, and the amount finally determined will be prorated as of the Closing Date and appropriate settlement made as soon as practicable after such final determination, with final settlement to be made no later than sixty (60) days after the Closing Date. The items to be prorated in accordance with this Section 2.11 shall include, without limitation: (a) personal property, real estate, retail sales, occupancy and use Taxes, if any, on or with respect to the Business, the Acquired Assets and/or the Assumed Liabilities, except to the extent the date of the assessment of such Taxes falls before the Closing Date, in which case such Taxes shall be Excluded Liabilities; (b) lease payments under any Assumed Contract that is a Lease for the month in which the Closing occurs; and (c) insurance premiums of any policies acquired by the Buyer at the Closing. The Sellers and the Buyer agree to furnish each other with

such documents and other records as each Party reasonably requests in order to confirm all adjustment and proration calculations made pursuant to this Section 2.11.

Section 2.12 [**Reserved**].

Section 2.13 **Good Faith Deposit**. Upon Buyer's execution of this Agreement, the Buyer shall remit an earnest-money deposit in the amount of ten percent (10%) of the cash Purchase Price (i.e., two hundred thousand dollars ($200,000.00)) to a non-interest-bearing escrow account maintained by a Seller or Solutions (the "Good Faith Deposit"), which Good Faith Deposit shall be applied against the Purchase Price at Closing. The Good Faith Deposit shall only be returned to the Buyer if the Buyer is not in breach under this Agreement and if the Agreement is terminated pursuant to the events set forth in Section 8.1(a) (other than Section 8.1(a)(3)), Section 8.1(b)(i), Section 8.1(b)(ii) or Section 8.1(b)(iii). If Buyer is not entitled to a return of the Good Faith Deposit (including in the event the Sellers have terminated this Agreement pursuant to Section 8.1(a)(3)), the Good Faith Deposit shall be forfeited to the Sellers' estates in addition to any other remedies that may be available to Sellers under Law, provided that, in the event of any forfeiture by Buyer of the Good Faith Deposit pursuant to this Agreement, (a) Sellers shall retain the Good Faith Deposit as liquidated damages, (b) Buyer shall have no further liability or obligation to any Seller under this Agreement, and (c) such forfeiture shall be Sellers' sole remedy against Buyer in relation to any claim or otherwise relating to this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLERS.

Each Seller represents and warrants to the Buyer that except as set forth in the disclosure schedule accompanying this Agreement as of the date hereof and as of Closing (the "Disclosure Schedule"):

Section 3.1 **Organization of Each Seller; Good Standing**.

(a) Such Seller is a limited liability company or corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation or incorporation.

(b) Such Seller has all requisite limited liability company or corporate power and authority to own, lease and operate its assets and to carry on the Business as currently conducted.

(c) Such Seller is duly authorized to do business and is in good standing as a foreign limited liability company or corporation in each jurisdiction where the ownership or operation of the Acquired Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not, individually or in the aggregate, have a Material Adverse Effect.

(d) Except as set forth on Section 3.1(d) of the Disclosure Schedule, such Seller has no Subsidiaries. Except as set forth on Section 3.1(d) of the Disclosure Schedule, all outstanding equity interests of each Subsidiary of such Seller are held of record by such Seller and beneficially owned by such Seller, all outstanding equity interests of each

Subsidiary, if any, of such Seller have been duly authorized and are fully paid and non-assessable. There are no outstanding or authorized, and there is no obligation of any Subsidiary of such Seller to issue or grant, any options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, preemptive rights, redemption rights, repurchase rights, rights of first refusal or other rights, or Contracts that could require any Subsidiary of such Seller to issue, sell or otherwise cause to become outstanding or that otherwise relate to the equity interests of any Subsidiary of such Seller or to redeem or otherwise acquire any of its outstanding equity interests, or obligate any Subsidiary of such Seller to grant, extend or enter into any such agreements.

Section 3.2 Authorization of Transaction. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing:

(a) Such Seller has all requisite limited liability company or corporate power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and all Related Agreements to which such Seller is a party have been duly authorized by such Seller, and no other limited liability company or corporate action on the part of such Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the transactions contemplated hereby or thereby; and

(b) This Agreement has been duly and validly executed and delivered by such Seller, and, upon execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which such Seller is a party will have been duly and validly executed and delivered by such Seller. Assuming that this Agreement constitutes a valid and legally binding obligation of the Buyer, this Agreement constitutes the valid and legally binding obligations of such Seller, enforceable against such Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming, to the extent that it is a party thereto, that each Related Agreement constitutes a valid and legally binding obligation of the Buyer, each Related Agreement to which such Seller is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of such Seller, as applicable, enforceable against such Seller in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Consents and Approvals.

(a) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) conflict with or result in a breach of the certificate of incorporation, certificate of formation, limited liability company agreement, by-laws or other organizational documents of such Seller, (ii) violate any Law to which such Seller is, or its respective

assets or properties are, subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any Contract to which such Seller is a party or by which it is bound or to which any of the Acquired Assets is subject, except as set forth on Section 3.3(a) of the Disclosure Schedule and, in the case of clause (ii) or (iii), for such violations, conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, have a Material Adverse Effect.

(b) Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing and except as set forth on Section 3.3(b) of the Disclosure Schedule, no Consent, notice or filing is required to be obtained by such Seller from, or to be given by such Seller to, or made by such Seller with, any Governmental Entity in connection with the execution, delivery and performance by such Seller of this Agreement or any Related Agreement. Subject to the Sale Order having been entered and still being in effect (and not subject to any stay pending appeal at the time of Closing) and except as set forth on Section 3.3(b) of the Disclosure Schedule, no Consent, notice or filing is required to be obtained by such Seller from, or to be given by such Seller to, or made by such Seller with, any Person that is not a Governmental Entity in connection with the execution, delivery and performance by such Seller of this Agreement or any Related Agreement, and except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, have a Material Adverse Effect.

Section 3.4 Title to Acquired Assets. Such Seller has good and valid title to, or, in the case of leased assets, has good and valid leasehold interests in, the Acquired Assets, and at the Closing will convey the Acquired Assets free and clear of all Liens (except for Permitted Liens).

Section 3.5 Contracts.

(a) Section 3.5(a) of the Disclosure Schedule sets forth, to the Sellers' Knowledge, a true, correct and complete list of all Material Contracts to which any Seller is a party with respect to the Business and copies of all such Contracts and all other material Contracts or instruments entered into or delivered in connection therewith, as amended through the date hereof, have been delivered to or made available to the Buyer. Section 3.5(a) of the Disclosure Schedule specifically identifies the following Contracts related to the Business to which such Seller is a party with respect to the Business or by which the Business is bound (each item disclosed or required to be disclosed on Section 3.5(a) of the Disclosure Schedule, a "Material Contract"):

(i) any Contract for the lease of personal property to or from any Person providing for lease payments in excess of $50,000 per annum;

(ii) any Contract for the purchase or sale of equipment, supplies, products, goods on order, Inventory (as defined in the UCC) or other personal property, the performance of which will extend over a period of more than six months after the Closing Date or involves consideration in excess of $50,000 per annum;

(iii) any Contract, excluding any employment Contract, for services, including services performed by any Service Provider involving consideration in excess of $50,000 per annum;

(iv) any employment Contract providing for services performed by any Service Provider involving consideration in excess of $50,000 per annum;

(v) any Contract that is a collective bargaining agreement;

(vi) any licenses of Intellectual Property to or from any Person (other than licenses for commercially available, off-the-shelf, or click-wrap software);

(vii) any Contract prohibiting such Seller from freely engaging in any material business (other than pursuant to any radius restriction contained in any lease, reciprocal easement or development, construction, operating or similar agreement);

(viii) any Contract relating to Indebtedness;

(ix) any Contract (including the Leases) that involves the lease of real property or that obligates such Seller to purchase real property;

(x) any Contract granting to any Person an option or a first refusal, first-offer, or similar preferential right to purchase or acquire any of the Acquired Assets;

(xi) any Contract that creates or governs a partnership, joint venture, strategic alliance or similar arrangement; and

(xii) any Contract with any Related Party; and

(xiii) any Contract which pursuant to its terms cannot be cancelled by Seller (and Buyer following Closing) without penalty on 30 days or less notice.

(b) Each Material Contract is valid and binding on the Seller party thereto in accordance with its terms and is in full force and effect. Except as set forth on Section 3.5 of the Disclosure Schedule, none of the Sellers or, to the Sellers' Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract.

Section 3.6 Legal Compliance. Such Seller is in compliance with all material Laws applicable to the Business or the Acquired Assets, except in any such case where the failure to be in compliance would not have a Material Adverse Effect, and such Seller has not received any written notice within the past twelve (12) months relating to violations or alleged violations or material defaults under any Law, Decree or any Permit, in each case, with respect to the Business.

Section 3.7 Litigation. Except as set forth on Section 3.7 of the Disclosure Schedule, there is no Litigation pending or, to the Knowledge of the Sellers, threatened, before any

Governmental Entity brought by or against such Seller, whether on an individual or a class-action basis, and including any investigations by any attorney general or similar office on behalf of any Governmental Entity, that, if adversely determined, would be material to the Business or materially impair such Seller's ability to consummate the transactions contemplated hereby or by the Related Agreements.

Section 3.8 Environmental, Health and Safety Matters.

(a) Except as set forth on Section 3.8 of the Disclosure Schedule, each Seller is, and since January 1, 2020, has been, in compliance with all applicable Environmental, Health and Safety Requirements with respect to the Leased Real Property, except in any such case where the failure to be in compliance would not have a Material Adverse Effect, and there are no Liabilities under any Environmental, Health and Safety Requirements with respect to the Business which would have a Material Adverse Effect.

(b) Except as set forth on Section 3.8 of the Disclosure Schedule, since January 1, 2020, such Seller has not received any written notice or report regarding any violation of Environmental, Health and Safety Requirements or any Liabilities relating to the Business or any Leased Real Property arising under Environmental, Health and Safety Requirements. There are no Decrees outstanding, or any Litigations pending or, to the Knowledge of the Sellers, threatened, relating to compliance with or Liability under any Environmental, Health and Safety Requirements affecting the Business or any Leased Real Property.

(c) Such Seller has made available to the Buyer such environmental reports, documents, studies, analyses, investigations, audits and reviews in such Seller's possession as necessary to reasonably disclose to the Buyer any environmental, health or safety liability known to such Seller with respect to the Leased Real Property which would have a Material Adverse Effect.

Section 3.9 Employees and Employment Matters.

(a) Such Seller is not a party to or bound by any collective bargaining agreement covering the Transferred Employees, nor has any of them experienced any strike, walkout, work stoppage or other material collective bargaining dispute with respect to the Business within the twelve (12) months prior to the date hereof. No Seller has committed any material unfair labor practice within the twelve (12) months prior to the date hereof. Within the twelve (12) months prior to the date hereof, no Seller has implemented any plant closing or layoff of the Transferred Employees in violation of the United States Worker Adjustment and Retraining Notification Act, or any similar applicable Law (collectively, the "WARN Act"). Except as set forth on Section 3.9(a) of the Disclosure Schedule, no Seller is a party to any pending, or, to the Knowledge of the Sellers, threatened employment-related matters, and is in material compliance with all employment Laws.

(b) Except as set forth on Section 3.9(b) of the Disclosure Schedule, there are no written employment contracts or severance agreements with any Transferred Employees.

Section 3.10 Employee Benefit Plans.

(a) Section 3.10 of the Disclosure Schedule lists each Employee Benefit Plan that such Seller maintains with respect to the Transferred Employees. With respect to each such Employee Benefit Plan:

(i) such plan, if intended to meet the requirements of a "qualified plan" under Section 401(a) of the IRC, has received a favorable determination letter from the United States Internal Revenue Service or may rely on a favorable opinion letter issued by the Unites States Internal Revenue Service; and

(ii) Such Seller has made available to the Buyer summaries of all such Employee Benefit Plans.

(b) Each Employee Benefit Plan has been established, funded, maintained and administered, in each case, in all material respects, in accordance with its terms and all applicable Laws. There is no material pending or, to the Knowledge of the Sellers, threatened, Litigation relating to the Employee Benefit Plans. Such Seller does not maintain, sponsor or contribute to, and has not maintained, sponsored or contributed to, (i) any plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the IRC, (ii) any "multiemployer plan" (as defined in Section 3(37) of ERISA), (iii) any "multiple employer plan" (as defined in Section 413(c) of the IRC), or (iv) any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA).

Section 3.11 Leased Real Property. Section 3.11 of the Disclosure Schedule sets forth the address of each Leased Real Property, and a true and complete list of all Leases for such Leased Real Property. Such Seller has made available to the Buyer true and complete copies of such Leases. With respect to each of the Leases:

(a) such Lease is legal, valid, binding, enforceable and in full force and effect against such Seller subject to proper authorization and execution of such Lease by the other party thereto and the application of any bankruptcy or other creditor's rights Laws; and

(b) other than as set forth on Section 3.11 of the Disclosure Schedule, except as to the pendency of Sellers' Chapter 11 Cases, such Seller is not in breach or default under such Lease.

Section 3.12 Permits. Section 3.12 of the Disclosure Schedule contains a list of all material Permits (other than building/construction permits pulled by the Sellers with respect to individual jobs) that such Seller holds in connection with the operations of the Business and whether such Permits are Assumable Permits. There is no Litigation pending, nor to the Knowledge of the Sellers, threatened in writing, that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Permits, other than any such Litigation that would not reasonably be expected to have a Material Adverse Effect.

Section 3.13 Insurance. Section 3.13 of the Disclosure Schedule contains a list of all material, primary, excess and umbrella insurance policies, bond and other forms of material insurance owned or held by or on behalf, or providing insurance coverage to the Business, such Seller and its operations, properties and assets (collectively, the "Insurance Policies"), excluding director and officer, fiduciary or executive liability policies. The term "Insurance Policies" does not include policies of insurance that fund or relate to any Employee Benefit Plan. To the Knowledge of the Sellers, all of the Insurance Policies are in full force and effect and no written notice of cancellation or termination has been received by the Sellers with respect to any of the Insurance Policies.

Section 3.14 Absence of Changes. Except as set forth on Section 3.14 of the Disclosure Schedule, except with respect to the Sellers' Chapter 11 Cases, since January 1, 2024, the Business has been conducted only in the Ordinary Course of Business, and there is no state of facts, change, event, effect, development, condition, circumstance or occurrence that has occurred or, to the Knowledge of the Sellers, been threatened that (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences) has had or is reasonably likely to have, a Material Adverse Effect.

Section 3.15 Intellectual Property. Section 3.15 of the Disclosure Schedule sets forth a true and complete list of all Intellectual Property owned by such Seller that is an issued patent or an application for a patent, a trademark registration or an application to register a trademark, and all material unregistered trademarks and software owned by such Seller and all domain names and material social media accounts usernames owned by such Seller. In addition, Section 3.15 of the Disclosure Schedule sets forth a true and complete list of all material Intellectual Property used pursuant to a license by each such Seller (other than licenses for commercially available, off-the-shelf or click-wrap software) (the "Licensed Intellectual Property"). To the Knowledge of the Seller, (i) all such material Intellectual Property Assets and all rights therein or associated therewith are valid and enforceable, and all licenses from third parties to any Seller of any material Licensed Intellectual Property are valid and enforceable. The use and commercial exploitation of the Intellectual Property Assets has not infringed or otherwise violated, and does not infringe or otherwise violate, any Intellectual Property of any other Person and, to the Sellers' Knowledge, no Person is infringing or otherwise violating the Intellectual Property Assets of the Sellers.

Section 3.16 Taxes.

(a) Each Seller has complied with all laws relating to Taxes in all material respects. Each Seller has timely filed all income and other material Tax Returns required to be filed by it with respect to the Business, Acquired Assets or Transferred Employees and all such Tax Returns were true, correct and complete in all respects. All Taxes due and owing by the Sellers (including Taxes withheld or required to have been withheld by the Sellers) have been timely paid in full. There are no Liens for Taxes (other than Permitted Liens) on any of the Acquired Assets. There are no Tax audits, assessments or other actions in process or pending with respect to the Business, Acquired Assets or Transferred Employees. No Seller has (i) received from any Governmental Entity any Tax ruling, administrative relief, technical advice or change of method of accounting relating to or affecting the Business, Acquired Assets or Transferred Employees or made any request therefor that is still pending or (ii) executed or entered into a closing agreement

relating to or affecting the Business, Acquired Assets or Transferred Employees pursuant to Section 7121 of the IRC or any predecessor provision thereof or any similar provision of any Law. No Seller has received a written claim from a Governmental Entity in a jurisdiction in which it does not file a Tax Return that it may be subject to taxation by (or required to file a Tax Return in) that jurisdiction that has not yet been settled or otherwise resolved. No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency, which waiver or extension is currently effective, nor has any Seller made any request in writing for any such extension or waiver that is currently outstanding.

Section 3.17 No Brokers. No Buyer nor any of Affiliate thereof has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated to pay.

Section 3.18 No Other Representations or Warranties. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), neither such Seller nor any other Person makes (and the Buyer is not relying upon) any other express or implied representation or warranty with respect to such Seller, the Business, the Acquired Assets (including the value, condition or use of any Acquired Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and such Seller disclaims any other representations or warranties, whether made by such Seller, any other Seller, any Affiliate of any Seller or any of their respective officers, directors, employees, agents or Representatives. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), such Seller (i) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Acquired Assets (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose, or of the probable success or profitability of the ownership, use or operation of the Business or the Acquired Assets by the Buyer after the Closing), and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyer or its Affiliates or Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyer by any director, officer, employee, agent, consultant or Representative of such Seller). The disclosure of any matter or item in the Disclosure Schedule shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Sellers as of the date hereof and as of the Closing as follows:

Section 4.1 Organization of the Buyer. The Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has

all requisite limited liability company power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

Section 4.2 Authorization of Transaction.

(a) The Buyer has full power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder.

(b) The execution, delivery and performance of this Agreement and all other Related Agreements to which the Buyer is a party have been duly authorized by the Buyer, and no other limited liability company action on the part of the Buyer is necessary to authorize this Agreement or the Related Agreements to which it is a party or consummate the transactions contemplated hereby or thereby.

(c) This Agreement has been duly and validly executed and delivered by the Buyer, and, upon execution and delivery or the Related Agreements in accordance with the terms of this Agreement, each of the Related Agreements to which the Buyer is a party will have been duly and validly executed and delivered by the Buyer. Assuming that this Agreement constitutes a valid and legally binding obligation of the Sellers, this Agreement constitutes a valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming that each Related Agreement constitutes a valid and legally binding obligation of the Sellers, each Related Agreement to which the Buyer is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with the respective terms and conditions or the Related Agreements, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 4.3 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will (i) conflict with or result in a breach of the certificate of formation, or limited liability company agreement, or other organizational documents of the Buyer, (ii) subject to any consents required to be obtained from any Governmental Entity, violate any Law to which the Buyer is, or its assets or properties are subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract to which the Buyer is a party or by which it is bound, except, in the case of either clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements. The Buyer is not required to give any notice to, make any filing with or obtain any authorization, consent or approval of any Governmental Entity in order for the Parties to consummate the transactions contemplated by this Agreement or any of the Related Agreement, and except where the failure to give notice, file or obtain such authorization, consent or approval

would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements.

Section 4.4 Litigation. As of the date hereof, (i) the Buyer is not subject to any outstanding Decree and (ii) the Buyer is not a party or, to the Knowledge of the Buyer, received any credible, written threat that it will be made a party to any Litigation, in either case, which would be reasonably likely to (A) result in any material Liability to the Buyer with respect to the Business or (B) materially prevent, restrict or delay the consummation of the transactions contemplated hereby or by any Related Agreement.

Section 4.5 Brokers' Fees. Neither the Buyer nor any of its Affiliates has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated to pay.

Section 4.6 Financial Capacity. The Buyer (a) has the resources (including sufficient funds available to pay the Purchase Price and any other expenses and payments incurred by the Buyer in connection with the transactions contemplated by this Agreement) and capabilities (financial or otherwise) to perform its obligations hereunder, and (b) has not incurred any obligation, commitment, restriction or Liability of any kind, that would reasonably be expected to impair or adversely affect such resources and capabilities.

Section 4.7 Condition of the Business. [Intentionally Moved.]

Section 4.8 Adequate Assurances Regarding Executory Contracts. The Buyer as of the Closing will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

Section 4.9 Good Faith Purchaser. The Buyer is a "good faith" purchaser, as such term is used in the Bankruptcy Code and court decisions thereunder. The Buyer is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Acquired Assets. The Buyer has negotiated and entered into this Agreement in good faith and without collusion or fraud of any kind.

ARTICLE V
PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Certain Efforts; Cooperation. Subject to the Sellers' rights in connection with pursuing an Alternative Transaction pursuant to, and in accordance with, the Bidding Procedures Order, each of the Parties shall use commercially reasonable best efforts to obtain entry of the Bidding Procedures Order and Sale Order and to make effective the transactions contemplated by this Agreement on or prior to the End Date, except as otherwise provided in Section 5.2 or as otherwise expressly provided in this Agreement. Without limiting the generality of the foregoing, each of the Parties shall use commercially reasonable best efforts not to take any

action, or permit any of its Subsidiaries to take any action, to materially diminish the ability of any other Party to consummate, or materially delay any other Party's ability to consummate, the transactions contemplated hereby, including taking any action that is intended or would reasonably be expected to result in any of the conditions to any other Party's obligations to consummate the transactions contemplated hereby set forth in Article VII to not be satisfied.

Section 5.2 Notices and Consents. To the extent required by the Bankruptcy Code or the Bankruptcy Court, the Sellers shall give any notices to third parties, and the Sellers shall use commercially reasonable best efforts to obtain any third-party consents or sublicenses, in connection with the matters referred to in Section 5.2 of the Disclosure Schedule.

Section 5.3 Bankruptcy Actions.

(a) The Sellers shall use commercially reasonable best efforts to cause each of Bidding Procedures Order and Sale Order to be issued, entered and become a Final Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court.

(b) The Sellers shall provide appropriate notice of the hearings on the Bidding Procedures and Sale Motion, as is required by the Bankruptcy Code and the Bankruptcy Rules to all Persons entitled to notice, including all Persons that have asserted Liens in the Acquired Assets, all parties to Contracts and Leases and all Taxing and environmental authorities in jurisdictions applicable to any Seller. The Sellers shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court.

(c) Following entry of the Bidding Procedures Order, the Sellers shall serve a cure notice (the "Cure Notice") on all non-debtor counterparties to all Contracts and Leases and provide a copy of the same to the Buyer pursuant to the procedures approved in the Bidding Procedures Order. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Buyer as either assumed or rejected, and the timing and procedures relating to such designation, and, to the extent applicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the applicable Seller's good-faith estimates of the Cure Amounts required in connection with such Contract or Lease, (iv) the identity of the Buyer, and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure, and the procedures relating thereto.

(d) [Reserved].

(e) Without limiting its other obligations under this Agreement, the Sellers shall promptly take such actions as are reasonably requested by the Buyer to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(f) Without limiting its other obligations under this Agreement, the Buyer shall promptly take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Sale Order, including a finding of adequate assurance of future performance

by the Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(g) If an appeal is taken, or petition for certiorari or motion for rehearing or re-argument filed, or a stay pending appeal is requested from either the Bidding Procedures Order or the Sale Order, the Sellers will notify the Buyer of such appeal, petition, motion or stay request and the Sellers, with input from the Buyer, will take all reasonable steps to defend against such appeal, petition, motion or stay request.

(h) In consideration for Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Sellers, and to induce Buyer to enter into this Agreement and to bid at the Auction, Sellers shall, jointly and severally, in accordance with the provisions of the Bidding Procedures Order and from the proceeds of an Alternative Transaction, pay to Buyer the Break-Up Fee and Expense Reimbursement (each as defined below) solely upon consummation of an Alternative Transaction and due within one (1) Business day after such consummation, provided that Buyer is not in breach of any of its obligations under this Agreement; and provided, further, that the Break-Up Fee and Expense Reimbursement shall not be payable to Buyer if this Agreement is terminated pursuant to Section 8.1(a)(3) or (4) hereof. The Sellers' obligation to pay the Break-Up Fee and Expense Reimbursement shall constitute an allowed administrative expense.

As used in this Agreement:

(A) "Break-Up Fee" means a break-up fee payable to Buyer pursuant to this Section in an amount equal to three percent (3%) of the cash portion of the Purchase Price, which is $60,000.00 and

(B) "Expense Reimbursement" means reimbursement of Buyer's reasonable, documented, direct and out-of-pocket expenses incurred in connection with the negotiation of this Agreement and the transactions contemplated by this Agreement, not to exceed $20,000.00.

Section 5.4 Conduct of Business. Except as may be (i) required by the Bankruptcy Court, the Bankruptcy Code, or applicable Law, or (ii) agreed to in writing by the Buyer, from the date hereof until the Closing, the Sellers shall:

(a) use commercially reasonable efforts to operate the Business in the Ordinary Course of Business, including maintaining levels of insurance and performing maintenance and repairs, in each case, are required to comply with applicable Law;

(b) pay all administrative claims in the Ordinary Course of Business;

(c) maintain in effect all material Permits;

(d) not amend their articles of incorporation, bylaws or other similar organizational documents (whether by merger, consolidation or otherwise) in a manner materially adverse to the Buyer;

(e) not split, combine or reclassify their shares of capital stock or membership interests or declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect thereof;

(f) not change their methods of accounting, except as required by concurrent changes in GAAP;

(g) comply with the material terms of each Assumed Contract (except as required by the Bankruptcy Court) and not waive or release any material right or claim of the Business (other than any right or claim to the extent relating to any Excluded Assets or Excluded Liabilities), other than in the Ordinary Course of Business or as otherwise provided for in the pleadings concerning debtor-in-possession financing in the Sellers' Chapter 11 Cases;

(h) not incur or suffer to exist any indebtedness for borrowed money except any such indebtedness that is an Excluded Liability or as otherwise provided for in the pleadings concerning debtor-in-possession financing in the Sellers' Chapter 11 Cases;

(i) not acquire, by merger or consolidation with, or by purchase of all or a substantial portion of the assets or stock of, or by any other manner, any business or entity, make any investment in any Person or enter into any joint venture, partnership or other similar arrangement for the conduct of the Business; or

(j) not agree in writing to take any of the foregoing actions or support any other Person to take any of the foregoing actions.

Section 5.5 **Notice of Developments**. From the date hereof until the Closing Date, the Sellers shall promptly disclose to the Buyer, on the one hand, and the Buyer shall promptly disclose to the Sellers, on the other hand, in writing after attaining Knowledge of (i) the occurrence or non-occurrence of any event or the existence of any fact or condition that would cause or constitute a breach of any of its representations or warranties had any such representation or warranty been made as of the time of such Party's discovery of such event, fact or condition and (ii) any material failure on its part to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.5 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement.

Section 5.6 **Access**. Upon reasonable advance written request by the Buyer, the Sellers shall permit the Buyer and its Representatives to have reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of the Sellers, to all premises, properties, personnel, Records, Contracts and Leases related to the Sellers, in each case, for the sole purpose of evaluating the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law.

Section 5.7 **Bulk Transfer Laws**. Each Seller shall ensure that the Sale Order shall provide either that (a) such Seller has complied with any applicable bulk sale or bulk transfer Laws

of any jurisdiction in connection with the transactions contemplated by this Agreement or (b) compliance with such Laws described in clause (a) is not necessary or appropriate under the circumstances. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Liens other than Permitted Liens in the Acquired Assets to the maximum extent permitted by law, including any Liens arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

Section 5.8 Post-Closing Operation of the Sellers. The Sellers hereby acknowledge and agree that upon the consummation of the transactions contemplated hereby, the Buyer shall have the sole right to the use of the names set forth on Exhibit F or similar or other relevant names or any service marks, trademarks, trade names, identifying symbols, logos, emblems or signs containing or comprising the foregoing, including any name or mark confusingly similar thereto (collectively, the "Assumed Trade Names"). After the Closing Date, none of the Sellers nor any of their respective Affiliates shall use the name or mark set forth on Exhibit F or any derivatives thereof or other relevant names or service marks, including any name or mark confusingly similar thereto (collectively, the "Assumed Marks"). Within ninety (90) days after the Closing, the Sellers and their respective controlled Affiliates shall promptly file with the applicable Governmental Entities all documents reasonably necessary to delete from their names the Assumed Trade Names and/or Assumed Marks shall do or cause to be done all other acts, including the payment of any fees required in connection therewith, to cause such documents to become effective as promptly as reasonably practicable. Notwithstanding the foregoing, Sellers shall retain the right to use such Assumed Trade Names/Assumed Marks through the date of the Final Decree in the Sellers' Chapter 11 Cases.

Section 5.9 Transfer of Permits. From and after the date hereof, and for up to ninety (90) days after the Closing Date (subject to the prior entry by the Bankruptcy Court of an order confirming a Chapter 11 plan or dismissing all of the Sellers' Chapter 11 Cases) and, subject to the Sellers having appropriate levels of resources and personnel after the Closing Date, the Sellers, shall reasonably cooperate to transfer to Buyer as of the Closing Date (or as soon as reasonably practicable thereafter) all Permits included in the Acquired Assets; provided, that Buyer shall compensate the Sellers for any reasonable, documented, out-of-pocket costs with respect to the foregoing.

Section 5.10 Bankruptcy Court Approval. The Buyer and the Sellers acknowledge that, under the Bankruptcy Code, the sale of Acquired Assets is subject to approval of the Bankruptcy Court. The Buyer and the Sellers acknowledge that to obtain such approval, the Sellers must demonstrate that they have taken reasonable steps to obtain the highest or best value possible for the Acquired Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Acquired Assets to prospective bidders, entertaining higher or better offers from qualified bidders and, if necessary, conducting an Auction and selling the Acquired Assets to another qualified bidder.

ARTICLE VI
OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing:

Section 6.1 **Cooperation**. Each of the Parties shall cooperate with each other, and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Acquired Assets and Assumed Liabilities from the Sellers to the Buyer and to minimize the disruption to the Business resulting from the transactions contemplated hereby. The Sellers shall reasonably (i) provide any information necessary or reasonably requested to allow the Buyer to comply with any information reporting or withholding requirements contained in the IRC or other applicable Laws or to compute the amount of payroll or other employment Taxes due with respect to any payment made in connection with this Agreement; and (ii) provide certificates or forms, and timely execute any Tax Return, that are necessary or appropriate to establish an exemption for (or reduction in) any Transfer Tax.

Section 6.2 **Further Assurances**. In case at any time from and after the Closing Date any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Sale Order, at any Party's request and sole cost and expense, each Party shall take such further action (including the execution and delivery to any other Party of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption or confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to the Buyer all of the Acquired Assets, to confirm the Buyer's assumption of the Assumed Liabilities and to confirm Sellers' retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 6.2, to the extent that either the Buyer or the Sellers discover any additional assets or properties which should have been transferred or assigned to the Buyer as Acquired Assets but were not so transferred or assigned, the Buyer and the Sellers shall cooperate and execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property to the Buyer, and no additional consideration shall be due from the Buyer in connection therewith; provided, that Buyer shall compensate the Sellers for any reasonable, documented, out-of-pocket, costs with respect to the foregoing.

Section 6.3 **Availability of Business Records**. From and after the Closing Date, the Buyer shall promptly provide to the Sellers and their respective Representatives (after reasonable notice and during normal business hours and without charge to Seller), at the Sellers' sole cost and expense, access to all Records included in the Acquired Assets for periods prior to the Closing (as long as such access does not unreasonably interfere with the Buyer's business operations) to the extent such access is necessary in order for any Seller to comply with its obligations to administer Sellers' Chapter 11 Cases or applicable Law or any contract to which it is a party, and so long as such access is subject to an obligation of confidentiality, and shall preserve such Records until the latest of (i) four (4) years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Sellers' Chapter 11 Cases, and (iv) in the case of Records related to Taxes, the expiration of the statute of limitations applicable to such Taxes. Such access shall include access to any information in electronic form to the extent reasonably available. The Buyer acknowledges that the Sellers have the right to retain copies of all of Records included in the

Acquired Assets for periods prior to the Closing subject to all confidentiality agreements applicable thereto. Prior to destroying any material Records included in the Acquired Assets for periods prior to the Closing, the Buyer shall notify the Sellers thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and the Buyer shall permit the Sellers to retain such Records. With respect to any litigation and claims that are Excluded Liabilities, the Buyer shall render, at the Sellers' expense, all reasonable assistance that the Sellers may request in defending such litigation or claim and shall make reasonable efforts to make personnel most knowledgeable about the matter in question available to the Sellers.

Section 6.4 Employee Matters.

(a) The Buyer shall offer employment as of the Closing Date to all active employees of the Business (such employees who accept such employment, the "Transferred Employees"). Such offers of employment made by the Buyer shall include at least the same base salary or hourly wage rate and commissions that such employees received immediately prior to the Closing Date and such other terms and conditions solely to the extent to ensure that the transactions contemplated by this Agreement do not trigger the WARN Act or similar state and local Laws. The Sellers shall have no liability or obligation to any such Person (in their capacity as an employee of such Seller) who becomes an employee of the Buyer for any Liability arising on or after the Closing Date. The Buyer shall be responsible for all liabilities incurred pursuant to the WARN Act and any similar state or local Laws for Service Providers who become an employee of the Buyer in relation to any termination that occurs on or after the Closing Date. Nothing in this Agreement shall restrict the rights of the Buyer under applicable Law or any employment contract with respect to any employee hired by the Buyer.

(b) Notwithstanding anything in this Agreement to the contrary:

(i) Each Seller shall be liable for the base wages or base salary and commissions, benefits, accrued vacation and other employment and service related Liabilities that accrued on or prior to the Closing Date with respect to all Service Providers of such Seller (except to the extent Buyer has expressly assumed any of the same pursuant to Section 2.3); and

(ii) Nothing in this Agreement is intended to (x) prevent the Buyer from terminating the employment of any Person who becomes an employee of the Buyer or one of its Affiliates on or following the Closing, or (y) create any third-party beneficiary rights in any Service Provider of any Seller or any of its Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining agreement representative.

Section 6.5 Transfer Taxes. The Buyer shall pay all stamp, documentary, registration, transfer, added-value or similar Tax (each, a "Transfer Tax") imposed under any applicable Law in connection with the transactions contemplated by Article II of this Agreement. The Sellers and the Buyer shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

Section 6.6 **Wage Reporting**. The Buyer and the Sellers agree to utilize, or cause their respective Affiliates to utilize, the standard procedure set forth in Internal Revenue Service Revenue Procedure 2004-53 with respect to wage reporting.

Section 6.7 **Reasonable, Out-of-Pocket, Documented Costs**. With respect to any provision in this Agreement, including Sections 2.6(b), 2.6(h), 5.10, 6.2, and 6.7, that requires the Buyer to compensate the Sellers for their reasonable, out-of-pocket, documented costs, the Buyer and the Sellers shall each use their commercially reasonable efforts to agree in advance in writing as to such costs pursuant to, among other things, a Transition Services Agreement or an approved budget.

ARTICLE VII
CONDITIONS TO OBLIGATION TO CLOSING

Section 7.1 **Conditions to the Buyer's Obligations**. Subject to Section 7.3, the Buyer's obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the Buyer becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction or waiver of the following conditions (any of which may be waived by the Buyer, in whole or in part, in its sole and absolute discretion):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), all representations or warranties shall be true and correct in all material respects other than representations and warranties which by their terms are made as of a specific date, which shall have been true and correct in all respects as of such date;

(b) each Seller shall have materially performed and complied with such Seller's covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects;

(c) the Buyer shall have received the items listed in Section 2.9(a);

(d) no Governmental Entity of competent jurisdiction shall have threatened, enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(e) the Sale Order shall have been entered by the Bankruptcy Court and shall be a Final Order; provided, however, that nothing in this Agreement precludes the Parties from consummating the transactions contemplated by this Agreement if the Sale Order has been entered and has not been stayed and the Buyer, in its sole discretion, waives in writing the condition that the Sale Order be a Final Order;

(f) there must not be in effect any Law or Decree that would prohibit or make illegal the consummation of the transactions contemplated by this Agreement;

(g) from the date of this Agreement until the Closing Date, there shall not have occurred and be continuing any Material Adverse Effect; and

(h) the Sellers shall have delivered a certificate from an authorized officer of the Sellers to the effect that each of the conditions specified in Section 7.1(a) and Section 7.1(b) has been satisfied.

Section 7.2 Conditions to the Sellers' Obligations. Subject to Section 7.3, Sellers' obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the Buyer becoming the Successful Bidder (whether following the conclusion of the Auction, if any, or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction or waiver of the following conditions (any of which may be waived by the Sellers, in whole or in part, in their sole and absolute discretion):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) any representation or warranty contained in Section 4.1, Section 4.2 or Section 4.3 shall be true and correct in all material respects, and (ii) any other representation or warranty set forth in Article IV shall be true and correct in all material respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, would not reasonably be expected to materially prevent, restrict or delay the consummation of the transactions contemplated hereby or by any Related Agreement;

(b) the Buyer shall have materially performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to the Closing in all material respects;

(c) the Seller shall have received the items listed in Section 2.9(b);

(d) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of the Closing;

(e) the Sale Order shall have been entered by the Bankruptcy Court and either (i) the Sale Order shall be a Final Order, or (ii) Buyer shall have waived such condition in accordance with Section 7.1(e); and

(f) the Buyer shall have delivered a certificate from an authorized officer of the Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) has been satisfied.

Section 7.3 No Frustration of Closing Conditions. Neither the Buyer nor any Seller may rely on the failure of any condition to its obligation to consummate the transactions contemplated hereby set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's failure to use commercially reasonable best efforts or commercially reasonable efforts, as applicable, with respect to those matters contemplated by the applicable Sections of this Agreement to satisfy the conditions to the consummation of the

transactions contemplated hereby or other breach of a representation, warranty or covenant hereunder.

ARTICLE VIII
TERMINATION

Section 8.1 Termination of Agreement.

(a) This Agreement may, by written notice given before the Closing, be terminated:

(1) by mutual consent of the Buyer and the Sellers;

(2) by the Buyer (so long as the Buyer is not then in material breach of any of its representations, warranties or covenants contained in this Agreement), if there has been a breach of any of the Sellers' representations, warranties or covenants contained in this Agreement which would result in the failure of the condition set forth in Section 7.1 to be satisfied, and which breach has not been cured within ten (10) days after written notice of such breach has been delivered to the Sellers from the Buyer or cannot be cured by the End Date;

(3) by the Sellers (so long as the Sellers are not then in material breach of any of their representations, warranties or covenants contained in this Agreement), if there has been a breach of any of the Buyer's representations, warranties or covenants contained in this Agreement which would result in the failure of a condition set forth in Section 7.2 to be satisfied, and which breach has not been cured within ten (10) days after written notice of such breach has been delivered to the Buyer from the Sellers or cannot be cured by the End Date;

(4) by either the Buyer or the Sellers, if there is in effect a Final Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; provided, however, that the right to terminate this Agreement under this Section 8(a)(4) will not be available to any Party whose failure to fulfill any covenant or obligation under this Agreement is the cause of or resulted in the action or event described in this Section 8(a)(4) occurring;

(5) by the Buyer if (a) any of the Sellers' Chapter 11 Cases is dismissed or converted into a case under Chapter 7 of the Bankruptcy Code or (b) an examiner with expanded powers or trustee is appointed in any of the Sellers' Chapter 11 Cases; or

(6) by either the Buyer or the Sellers, if the Closing on the sale to the Buyer does not occur by the End Date.

(b) This Agreement shall terminate automatically in the event that (i) the Buyer is not chosen at the Auction to be the Successful Bidder or the Back-Up Bidder, (ii) an Alternative Transaction has been consummated following approval by the Bankruptcy Court, or (iii) if the Buyer is chosen at the Auction to be the Back-Up Bidder, upon the expiration of the period during

which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures and Bidding Procedures Order.

Section 8.2 Effect of Termination. If this Agreement is terminated pursuant to Section 8.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other Party or its Affiliates, except that Article IX shall remain in full force and survive any termination of this Agreement. Notwithstanding the foregoing, in the event this Agreement is terminated by a Party because of the knowing and intentional breach of this Agreement by the other Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's knowing and intentional failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal rights and remedies hereunder and under applicable Law will survive such termination unimpaired.

Section 8.3 Expenses. The Sellers shall pay their own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement, all Related Agreements, and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives. The Buyer shall pay its own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives.

Section 8.4 Acknowledgement. Each of the Parties acknowledges that (i) the agreements contained in this Article VIII are an integral part of the transactions contemplated by this Agreement and (ii) without the agreements contained in this Section 8.4, the Buyer would not have entered into this Agreement. In no event shall the Sellers have any liability to the Buyer or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive is hereby fully waived, released and forever discharged. In no event shall the Buyer have any liability to the Sellers or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive is hereby fully waived, released and forever discharged.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Entire Agreement. This Agreement, the Related Agreements the Bidding Procedures Order (once entered) and the Sale Order (once entered), including all schedules and exhibits attached to any of the foregoing, and the documents and instruments referred to in this Agreement that are to be delivered at or in connection with the Closing, constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof and the subject matter of the Related Agreements.

Section 9.2 **Incorporation of Annexes, Exhibits and Disclosure Schedule**. The annexes and exhibits to this Agreement and the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.3 **Amendments and Waivers**. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver 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 default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.4 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.4 **Succession and Assignment**. This Agreement binds and benefits the Parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of the Sellers under Chapter 11 or Chapter 7 of the Bankruptcy Code and any entity appointed as a successor to any Seller pursuant to a confirmed chapter 11 plan). No party may delegate any performance of its obligations under this Agreement, except that the Buyer may at any time assign or delegate the performance of its obligations to any Affiliate of the Buyer so long as the Buyer remains responsible for the performance of the delegated obligation. Without limiting the foregoing, the Buyer shall have the right to designate one or more Affiliates, including any special purpose entities that may be organized by or at the direction of the Buyer for such purpose, to bid at the Auction or take title to the Acquired Assets at the Closing (or thereafter) or any portion thereof and operate the business going forward, and upon written notice to the Sellers of any such designation by the Buyer, the Sellers agree to execute and deliver all instruments of transfer with respect to the Acquired Assets directly to, and in the name of, the Buyer's assignees. In addition, notwithstanding the foregoing, the Buyer may assign any Indebtedness owed to it by the Sellers to any Affiliate of the Buyer, any other Buyer or any other assignee or designee at any time.

Section 9.5 **Notices**. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally or by electronic mail to the recipient; (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (iii) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to the Sellers or any Seller:

c/o
Air Pros Solutions, LLC
Attention: Lawrence Hirsh
Email: [redacted]

-and-

Attention: Andrew Hede
Email: [redacted]

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

Greenberg Traurig, LLP
3333 Piedmont Road, NE
Suite 2500
Atlanta, Georgia 30305
Attn: David B. Kurzweil
Ari Newman
Leo Muchnik
Email: kurzweild@gtlaw.com
newmanar@gtlaw.com
muchnikl@gtlaw.com

If to the Buyer:

Exuma Capital Partners LLC
1250 S Pine Island Rd Suite 500
Plantation Florida, 33324
Attention: Anthony Perera
Email: [redacted]

with copies (which shall not constitute notice) to:

Berger Singerman LLP
1450 Brickell Avenue, Suite 1900
Miami, Florida 33131
Attn: Jordi Guso and Michel Debolt
Email: jguso@bergersingerman.com
mdebolt@bergersingerman.com

Any Party may change the physical address or e-mail address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth in this Section 9.5.

Section 9.6 **Governing Law; Jurisdiction**. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of laws provisions or rules (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any Litigation one Party commences against any other Party pursuant to this Agreement shall be brought exclusively in the Bankruptcy Court; provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the State of Delaware, sitting in New Castle County, and the federal courts of the United States of America sitting in the State of Delaware shall have exclusive jurisdiction over such Litigation.

Section 9.7 **Consent to Service of Process**. In addition to any other method allowed by applicable Law, each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.5.

Section 9.8 **WAIVERS OF JURY TRIAL**. **EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

Section 9.9 **Specific Performance**.

(a) Each of the Parties acknowledges and agrees that the other Parties (collectively, the "Enforcing Parties") would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached, so that, prior to the termination of this Agreement pursuant to Section 8.2, in addition to any other remedy that each of the Parties may have under Law or equity, each of the Parties shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

(b) Each of the Parties agrees that it shall not oppose the granting of specific performance or an injunction sought in accordance with this Section 9.9 on the basis that the Enforcing Parties have an adequate remedy at law or that any award of specific performance is, for any reason, not an appropriate remedy. The Enforcing Parties shall not be required to provide any bond or other security in connection with any such injunction or other equitable remedy. The End Date shall be tolled from the date any of the Enforcing Parties files a petition seeking specific performance or an injunction under this Section 9.9 until a final, non-appealable decision regarding this matter is obtained from a court of competent jurisdiction.

Section 9.10 **Severability**. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the

validity or enforceability of any other provisions of this Agreement. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.11 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns except such rights as may inure to a successor or permitted assignee or designee under Section 9.4.

Section 9.12 No Survival of Representations, Warranties and Agreements. None of the Parties' representations, warranties, covenants, and other agreements in this Agreement, including any rights of the other Party or any third party arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Closing, except for (i) those covenants and agreements contained herein that by their express terms apply or are to be performed in whole or in part after the Closing, (ii) the Parties' representations and warranties relating to such Party's authority with regard to the execution of this Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby, (iii) the Buyer's representations and warranties in connection with the Sellers' Chapter 11 Cases or the Bankruptcy Code, (iv) this Article IX, and (v) all defined terms set forth in Article I that are referenced in the foregoing provisions referred to in clauses (i) through (iv) above.

Section 9.13 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto," "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. The words "includes" and "including" are not limiting. Unless expressly stated in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "$" means United States dollars. To the extent not contrary to the foregoing, the rules of construction contained in section 102 of the Bankruptcy Code shall apply. Any option, consent, approval, discretion or similar right of the Buyer set forth in this Agreement or any other Related Agreement may be exercised by the Buyer in its sole, absolute and unreviewable discretion (regardless of whether any or all such words

are used in connection therewith), unless the provisions of this Agreement or Related Agreement specifically require another standard for such option, consent, approval, discretion or similar right.

Section 9.14 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to a Seller's or the Sellers' Chapter 11 Cases, the provisions of Bankruptcy Rule 9006(a) shall apply.

Section 9.15 Mutual Drafting. Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.16 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meaning ascribed to them in this Agreement. The representations and warranties of the Sellers in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the Disclosure Schedule. The Seller Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of this Agreement to which it relates. The disclosure in any section or paragraph of the Disclosure Schedule shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered or lettered section of this Agreement, except to the extent that: (a) such information is cross-referenced in another part of the Disclosure Schedule; or (b) it is reasonably apparent on the face of the disclosure (without reference to any document referred to therein or any independent knowledge on the part of the reader regarding the matter disclosed) that such information qualifies another representation or warranty of the Sellers. The listing of any matter shall expressly not be deemed to constitute an admission by any Seller, or to otherwise imply, that any such matter is material, is required to be disclosed under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. All attachments to the Disclosure Schedule are incorporated by reference into the Disclosure Schedule in which they are directly or indirectly referenced.

Section 9.17 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.18 Counterparts: Facsimile and Email Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

Section 9.19 Time of Essence. Time is of the essence of this Agreement.

Section 9.20 Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, the Buyer acknowledges and agrees that the Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly set forth in ARTICLE III (as amended, supplemented and modified by the Disclosure Schedule), and the Buyer acknowledges and agrees that, except for the representations and warranties contained therein, the Acquired Assets and the Business are being transferred on a "where is" and, as to condition, "as is" basis. Any claims the Buyer or any of its Affiliates may have for breach of representation or warranty shall be based solely on the representations and warranties set forth in Article III (as amended, supplemented and modified by the Disclosure Schedule). The Buyer further represents that no Seller nor any other Person has made, and the Buyer is not relying upon, any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding any Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in Article III, and no Seller or any other Person will have or be subject to any liability to the Buyer or any other Person resulting from the distribution to the Buyer or any of its Representatives or the Buyer's use of any such information. The Buyer represents that it is a sophisticated entity that was advised by knowledgeable counsel and financial and other advisors and hereby acknowledges that it has conducted, to its satisfaction, its own independent investigation and analysis of the Business (including its financial condition), the Acquired Assets and the Assumed Liabilities and, in making the determination to proceed with the transactions contemplated by this Agreement, the Buyer has relied solely on the results of its own independent investigation and the express representations and warranties set forth in Article III. Notwithstanding anything to the contrary, nothing in this Section 9.20 shall be deemed to constitute a waiver by the Buyer of gross negligence, bad faith or willful misconduct on the part of any Seller.

Section 9.21 Non-Recourse. This Agreement may be enforced only against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may be brought only against the individuals and entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. With respect to each named party to this Agreement, no Non-Recourse Party of such named party to this Agreement shall have any liability (whether in contract tort, or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of such named party or for any claim based on, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby. Without limiting the rights of any party against the other parties to this Agreement, in no event shall any party hereto or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

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SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT

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

SOLUTIONS:

Air Pros Solutions, LLC

By: Signed by: Andrew Hede 1693C5AC9FB54AF...

Name: Andrew Hede
Title: Chief Restructuring Officer

SELLERS:

Air Pros, LLC
Air Pros West LLC
Air Pros Boca LLC

By: Signed by: Andrew Hede 1693C5AC9FB54AF...

Name: Andrew Hede
Title: Chief Restructuring Officer

BUYER:

Air Today Holdings LLC

By: Signed by: Anthony Perera 1C71A392DD58486...

Name: Anthony Perera
Title: Authorized Signatory

Exhibit A

Acquired Assets

Except for Excluded Assets:

(a) all rights to bill and receive payment for products sold or services performed by each Seller, in each case, exclusively related to Open Jobs of each Seller;

(b) all Inventory, Furnishings and Equipment (including IT equipment), supplies, machinery, fixtures, tools, vehicles and other tangible personal property;

(c) all customer deposits exclusively related to Open Jobs of each Seller;

(d) all Permits exclusively related to Open Jobs of each Seller;

(e) all of the Contracts set forth on Section 2.6(c) of the Disclosure Schedule;

(f) all Intellectual Property listed on Section 3.15 of the Disclosure Schedule;

(g) all prepaid expenses, credits, advance payments, claims, security, refunds, deposits, charges, sums and fees, in each case exclusively related to Open Jobs of each Seller;

(h) all customer or potential customer lists and files, vendor lists and files, mailing lists, email lists, advertiser lists, databases (including archived databases) and similar material, whether in print or electronic form, including any lists relating to past, present or prospective customers;

(i) all rights under confidentiality or non-disclosure agreements with respect to the Business or the Acquired Assets and with respect to solicitation and hiring of Transferred Employees;

(j) all rights, interests, awards, recovery, indemnity, warranty, rebates (for the avoidance of doubt, not including rebates provided to Solutions), right of set-off, refund, reimbursement or audit right available to the Sellers against third parties (such third parties not to include Solutions);

(k) all pending insurance claims and proceeds arising from or relating to claims made prior to the Closing with respect to the Acquired Assets or Assumed Liabilities (for the avoidance of doubt, any insurance claim with respect to business interruption shall not constitute an Acquired Asset);

(l) to the extent permitted by law, all books, records, ledgers, files, reports, plans, documents, manuals, and all customer sales, marketing, advertising, packaging and promotional materials (including menus, drawings, brochures, creative materials, artwork, photographs and other printed or electronic materials), data, software (including all data and other information whether written, recorded or stored on discs, tapes or other media and including all computerized data, technical data and all telephone, telex and telephone facsimile numbers and other directory listings, email addresses and domain

names (for the avoidance of doubt, the Acquired Assets shall not include (A) any attorney work product, attorney-client communications and other items protected by attorney-client privilege or (B) books and records relating to Taxes;

(m) all of the goodwill, customer, vendor and other third party relationships, going concern value and other intangible assets;

(n) all employee relationships with Transferred Employees of the Business; and

(o) all proceeds and products of the foregoing.

Remainder of Exhibits, Schedules, Annexes and Attachments Intentionally Omitted

Exhibit A

(First Amendment to Asset Purchase Agreement)

FIRST AMENDMENT
TO
ASSET PURCHASE AGREEMENT

This First Amendment to Asset Purchase Agreement (this "Amendment") is made and entered into as of April 11, 2025 by and among (a) Air Pros Solutions, LLC, a Delaware limited liability company ("Solutions"), (b) each of (i) Air Pros, LLC, a Florida limited liability company ("AP Sub"), (ii) Air Pros West LLC, a Florida limited liability company ("APW Sub"), and (iii) Air Pros Boca LLC, a Delaware limited liability company ("APB Sub", and collectively with AP Sub and APW Sub, the "Sellers", and each a "Seller"), and (c) Air Today Holdings LLC, a Delaware limited liability company (the "Buyer"). Solutions, the Sellers and the Buyer are sometimes referred to collectively herein as the "Parties."

WHEREAS, the Parties entered into that certain Asset Purchase Agreement, dated as of March 6, 2025 (the "Purchase Agreement");

WHEREAS, Section 9.3 of the Purchase Agreement provides that no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party; and

WHEREAS, each of the Parties desire to amend the Purchase Agreement on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Purchase Agreement.

2. Agreements and Amendments to the Purchase Agreement and Disclosure Schedule.

(a) Clause (e) in Exhibit A to the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

> "(e) (i) all of the Contracts set forth on Section 2.6(c) of the Disclosure Schedule; and
>
> (ii) subject to the terms, conditions and notice requirements set forth in Section 2.6(c) of the Disclosure Schedule, all claims and counterclaims of AP Sub against 2801 Evans Street, LLC solely with respect to the validity of the lease extension for the facility located at 2801 Evans Street, Hollywood, Florida;"

(b) Item #1 in Section 2.6(c)(i) of the Disclosure Schedule is hereby deleted in its entirety and replaced with the following:

"1. Lease Agreement, dated December 26, 2019, by and between 2801 Evans Street, LLC and Air Pros, LLC for the premises located at 2801 Evans Street, Hollywood, FL 33020 (as amended, supplemented and/or modified from time to time, the "Evans Street Lease") with all existing defects and issues, provided that, notwithstanding anything to the contrary contained in the Agreement, including Section 2.6, each of the Sellers and the Buyer acknowledge and agree that (A) such Evans Street Lease shall constitute an Assumed Contract only to the extent of AP Sub's valid right, title and interest, if any, to the Evans Street Lease, (B) no Seller is making any representation or warranty whatsoever, express or implied, with respect to the Evans Street Lease, including whether such Lease is legal, valid, binding, enforceable and in full force and effect and (C) the Buyer shall have the right to acquire all claims and counterclaims of AP Sub against 2801 Evans Street, LLC solely with respect to the validity of the lease extension for the facility located at 2801 Evans Street, Hollywood, Florida by providing notice in writing to the Sellers, no later than seven (7) days prior to the earlier of (i) a scheduled Auction or, (ii) in the event no Auction is held, prior to the hearing scheduled to consider entry of the Sale Order."

(c) Item #2 in Section 3.3(a) of the Disclosure Schedule is hereby deleted in its entirety and replaced with the following: "The Evans Street Lease, with all existing defects and issues, to the extent such Lease is legal, valid, enforceable and in full force and effect."

(d) The following is hereby added to Section 3.7 of the Disclosure Schedule: "9. *Air Pros, LLC v. 2801 Evans Street, LLC* (Case No. CACE24014314 (Broward County, FL))."

(e) Item #1 in Section 3.11 of the Disclosure Schedule is hereby deleted in its entirety and replaced with the following: "1. Air Pros, LLC is involved in litigation with 2801 Evans Street, LLC, which is the landlord of a facility located at 2801 Evans Street, Hollywood, Florida, regarding the validity of the Evans Street Lease. Notwithstanding anything to the contrary contained in the Agreement, including Section 3.11, no Seller is making any representation or warranty whatsoever, express or implied, with respect to the Evans Street Lease, including whether such Lease is legal, valid, binding, enforceable and in full force and effect."

(f) The following is hereby added to Section 3.14 of the Disclosure Schedule: "Air Pros, LLC is involved in litigation with 2801 Evans Street, LLC, which is the landlord of a facility located at 2801 Evans Street, Hollywood, Florida, regarding the validity of the Evans Street Lease. Air Pros, LLC may be delinquent on various payments, including rent to such landlord."

3. Effectiveness; Continuing Effect; Miscellaneous. This Amendment shall take effect as of the date of execution of this Amendment. Except as amended by this Amendment, the Purchase Agreement shall be and remain unmodified and in full force and effect in accordance with its terms, and each and every one of its provisions, as amended by this Amendment, are hereby adopted, ratified, and affirmed, and further it is understood and agreed that this Amendment does not limit or alter any rights or remedies of the Parties under any document, agreement or instrument other than the Purchase Agreement, except to the extent that the provisions hereof

expressly address the matters set forth therein. Upon execution of this Amendment, this Amendment and the Purchase Agreement shall constitute one agreement. Any references to the "Agreement" in the Purchase Agreement or to the words hereof, hereunder or words of similar affect in the Purchase Agreement shall mean the Purchase Agreement as amended by this Amendment, although this change shall not alter the dates as of which any provision of the Agreement speaks, except as expressly provided herein. For example, phrases such as "the date hereof" and "the date of this Agreement" shall continue to refer to March 6, 2025, the date that the Purchase Agreement was executed, except as expressly provided herein. The provisions of Article IX of the Purchase Agreement shall apply to this Amendment *mutatis mutandis*.

[*Signature Pages to Follow***]**

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

SOLUTIONS:

Air Pros Solutions, LLC

By: _____
Name: Andrew Hede
Title: Chief Restructuring Officer

SELLERS:

Air Pros, LLC
Air Pros West LLC
Air Pros Boca LLC

By: _____
Name: Andrew Hede
Title: Chief Restructuring Officer

BUYER:

Air Today Holdings LLC

By: Signed by: Anthony Perera
9C1D52B830C1D4A3...

Name: Anthony Perera
Title: Authorized Signatory

Exhibit 3

Form Auction and Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

In re:	Chapter 11
AFH AIR PROS, LLC, *et al.*,[1]	Case No. 25-10356 (PMB)
Debtors.	(Jointly Administered)

NOTICE OF PROPOSED SALE, BIDDING PROCEDURES, AUCTION, AND SALE HEARING

PLEASE TAKE NOTICE THAT:

1. On March 16, 2025, the above-captioned debtors and debtors in possession (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the "Court").

2. On March 18, 2025, the Debtors filed the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors' Assets, (B) Approving the Debtors' Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* (the "Bid Procedures Motion"); *and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 34, as amended, D.I. 55] (the "Sale Motion", and together with the Bid Procedures Motion, the "Motion")[2] with the Court.

3. At a hearing on April 14, 2025, the Court approved the Bid Procedures Motion [D.I. [●]] (the "Bidding Procedures Order").

---

[1] The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at https://www.veritaglobal.net/airpros. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

4. The Debtors are seeking competitive bids in connection with a sale (the "Sale") of any portion, or all, of the assets of the Debtors (the "Assets").

5. As set forth in the Motion and the Bidding Procedures (which are annexed to the Bidding Procedures Order), the Debtors have entered into six (6) Stalking Horse Purchase Agreements for the sale of certain or all of the Assets, each of which is subject to higher or otherwise better offers.

6. Approval of the Sale of the Assets to the Stalking Horse Bidders or other Successful Bidder may result in, among other things, the assumption, assignment, and/or transfer by the Debtors of certain executory contracts and unexpired leases. If you are counterparty to an executory contract or unexpired lease with the Debtors, you will receive a separate notice regarding the Assumption and Assignment Procedures that contains additional relevant dates and other information that may impact you as counterparty to such executory contract or unexpired lease.

CONTACT PERSONS FOR PARTIES INTERESTED IN SUBMITTING A BID

7. The Bidding Procedures set forth the requirements for submitting a Qualified Bid, and any person interested in making an offer to purchase the Assets **must** comply strictly with the Bidding Procedures. **Only Qualified Bids will be considered by the Debtors**. Any interested persons should contact:

Proposed Investment Banker to Debtors (via electronic mail)	**Proposed Counsel to Debtors (via electronic mail)**
Jefferies, LLC 520 Madison Ave New York, NY 10022 Attn: Bryan Hliboki (bhliboki@jefferies.com), copying Project_Sunshine.DD@jefferies.com	Greenberg Traurig, LLP Terminus 200 3333 Piedmont Road, NE, Suite 2500 Atlanta, Georgia 30305 Telephone: (678) 553-2100 Attn: David B. Kurzweil (KurzweilD@gtlaw.com) Matthew A. Petrie (PetrieM@gtlaw.com) and Greenberg Traurig, LLP One Vanderbilt Avenue New York, New York 10017 Telephone: (212) 801-6826 Attn: Leo Muchnik (MuchnikL@gtlaw.com)

OBTAINING ADDITIONAL INFORMATION

8. Copies of the Motion, the Bidding Procedures Order, the Bidding Procedures, and other case documents can be obtained free of charge (i) on the case website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at

https://www.veritaglobal.net/airpros, or (ii) upon written request to counsel to the Debtors undersigned below.

IMPORTANT DATES AND DEADLINES

9. The dates and deadlines set forth below have been approved by the Bidding Procedures Order:

a) The deadline for Qualified Bidders to submit a binding Qualified Bid is May 5, 2025 at 4:00 p.m. (prevailing Eastern Time) (the "Bid Deadline").

b) The deadline to object to the Sale and entry of an order (or orders) by the Court approving the Sale (a "Sale Objection"), including objections to Cure Costs and to the adequate assurance of future performance by any Stalking Horse Bidder, is May 5, 2025 at 4:00 p.m. (prevailing Eastern Time) (the "Sale Objection Deadline").

c) In the event that the Debtors receive two or more Qualified Bids by the Bid Deadline for the same Assets (in whole or in part), the Debtors intend to conduct an Auction to determine the highest or otherwise best bid with respect to the Assets. The Auction shall commence at 10:00 a.m. (prevailing Eastern Time) on May 9, 2025, at the offices of Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, or such other place as determined by the Debtors, and continue thereafter until completed. Any creditor that submits a written request to attend the Auction to counsel for the Debtors no later than one (1) business day prior to the Auction shall be entitled to attend the Auction; a request must include the creditor's email address.

d) In the event an Auction is conducted for the Assets, following the conclusion of the Auction and not later than May 10, 2025, subject to the filing of a notice by the Debtors indicating that the Auction has not concluded by such time, the Debtors will file a notice with the Court that provides the identities of the Successful Bidder and the Backup Bidder, as well as the Successful Bid and the Backup Bid. In addition to serving such notice on the United States Trustee, the Debtors will serve such notice by fax, electronic mail, or overnight delivery (with overnight delivery to be used solely in the event neither fax nor electronic mail information is available) on (i) the non-Debtor parties to the Assumed Contracts that have been identified in such Successful Bid and Backup Bid and (ii) those creditors who provide a written request for such notice along with their fax numbers, email addresses, or mailing addresses to counsel for the Debtors.

e) The deadline by which all objections to (i) the manner of and conduct at the Auction (if applicable), and/or (ii) the identity/adequate assurance information of the Successful Bidder (other than the Stalking Horse Bidders) (an "Auction Objection") is May 13, 2025 at 4:00 p.m. (prevailing Eastern Time) (the "Post-Auction Objection Deadline").

f) The Sale Hearing shall be conducted by the Court on May 19, 2025 at 1:00 p.m. (prevailing Eastern Time), or on such other date as the Court may direct, at the United States Bankruptcy Court for the Northern District of Georgia, Richard B. Russell Federal Building and United States Courthouse 75 Ted Turner Drive, SW Atlanta, Georgia 30303.

OBJECTIONS

10. All Sale Objections and Auction Objections must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** no later than the Sale Objection Deadline and Post-Auction Objection Deadline (as applicable) by:

a. proposed counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);

b. the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams, Esq. (Jonathan.S.Adams@usdoj.gov);

c. counsel for the Debtors' prepetition and postpetition agent and lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com);

d. proposed counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler, Esq. (Bsandler@pszjlaw.com), Paul J. Labov, Esq. (Plabov@pszjlaw.com), and Cia Mackle, Esq. (Cmackle@pszjlaw.com);

e. counsel to the Doug's/Dream Team/Hansen Stalking Horse Bidder, Buchanan Ingersoll & Rooney PC, 401 E Jackson St., Suite 2400, Tampa, Florida 33602, Attn: David T. Cellitti (David.Cellitti@bipc.com);

f. counsel to the ECM Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Duston (jdutson@kslaw.com), William Jordan (wjordan@kslaw.com), Christopher K. Coleman (christopher.coleman@kslaw.com) and Kristen Landers (klanders@kslaw.com);

g. counsel to the Dallas Plumbing Stalking Horse Bidder, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Jeffrey Pawlitz (jpawlitz@willkie.com) and Betsy L. Feldman (bfeldman@willkie.com) and

(ii) Eversheds Sutherland (US) LLP, 999 Peachtree St., N.E., Suite 2300, Atlanta, Georgia 30309, Attn: David Wender (davidwender@eversheds-sutherland.com);

h. counsel to the CM/Air Force Stalking Horse Bidder, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, Florida 33131, Attn: Martin G. Burkett (martin.burkett@akerman.com), John H. Thompson (john.thompson@akerman.com), Michael B. Fernandez (mike.fernandez@akerman.com), and Carlos M. de la Cruz III (carlos.delacruz@akerman.com);

i. counsel to the One Source Stalking Horse Bidder, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023, Attn: Elijah J. Hammans (ehammans@taftlaw.com) and W. Timothy Miller (miller@taftlaw.com);

j. counsel to the Air Pros Legacy Stalking Horse Bidder, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Guso (jguso@bergersingerman.com) and Michel Debolt (mdebolt@bergersingerman.com); and

k. all parties that have requested notice in these Chapter 11 Cases.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION ON OR BEFORE THE APPLICABLE OBJECTION DEADLINE IN ACCORDANCE WITH THE ENTERED BIDDING PROCEDURES ORDER MAY BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE TRANSFERRED ASSETS OF THE DEBTOR ESTATES FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS EFFECTED THEREUNDER.

NO SUCCESSOR LIABILITY

THE SALE WILL BE FREE AND CLEAR OF, AMONG OTHER THINGS, ANY CLAIM ARISING FROM ANY CONDUCT OF THE DEBTORS PRIOR TO THE CLOSING OF THE SALE, WHETHER KNOWN OR UNKNOWN, WHETHER DUE OR TO BECOME DUE, WHETHER ACCRUED, ABSOLUTE, CONTINGENT OR OTHERWISE, SO LONG AS SUCH CLAIM ARISES OUT OF OR RELATES TO EVENTS OCCURRING PRIOR TO THE CLOSING OF THE SALE. ACCORDINGLY, AS A RESULT OF THE SALE, THE SUCCESSFUL BIDDER WILL NOT BE A SUCCESSOR TO ANY OF THE DEBTORS BY REASON OF ANY THEORY OF LAW OR EQUITY, AND THE SUCCESSFUL BIDDER WILL HAVE NO LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN THE SUCCESSFUL BIDDER'S ASSET PURCHASE AGREEMENT, FOR ANY LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS AGAINST OR IN ANY OF THE DEBTORS UNDER ANY THEORY OF LAW, INCLUDING SUCCESSOR LIABILITY THEORIES.

Dated: _____, 2025

GREENBERG TRAURIG, LLP

DRAFT

David B. Kurzweil (Ga. Bar. No. 434092)
Matthew A. Petrie (Ga. Bar. No. 227556)
Terminus 200
3333 Piedmont Road, NE, Suite 2500
Atlanta, Georgia 30305
Telephone: (678) 553-2100
Email: kurzweild@gtlaw.com
petriem@gtlaw.com

Proposed Counsel for the Debtors and Debtors in Possession

Exhibit 4

Form Notice of Potential Assumption and Assignment

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

In re:	Chapter 11
AFH AIR PROS, LLC, *et al.*,[1]	Case No. 25-10356 (PMB)
Debtors.	(Jointly Administered)

NOTICE OF PROPOSED ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS

PLEASE TAKE NOTICE THAT:

1. On March 16, 2025, the above-captioned debtors and debtors in possession (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the "Court").

2. On March 18, 2025, the Debtors filed the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors' Assets, (B) Approving the Debtors' Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* (the "Bid Procedures Motion"); *and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 34, as amended, D.I. 55] (the "Sale Motion", and together with the Bid Procedures Motion, the "Motion")[2] with the Court.

3. On April [14], 2025, the Court entered an order approving the Bid Procedures Motion [D.I. [●]] (the "Bidding Procedures Order"), granting certain of the relief sought in the Bid Procedures Motion, including, among other things, approving: (a) the Bidding

[1] The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at https://www.veritaglobal.net/airpros. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Procedures, which establish the key dates and times related to the Sale and the Auction, and (b) the Assumption and Assignment Procedures.

4. The hearing to consider the Sale (the "Sale Hearing") shall be conducted by the Court on May 19, 2025 at 1:00 p.m. (prevailing Eastern Time), or on such other date as the Court may direct, at the United States Bankruptcy Court for the Northern District of Georgia, Richard B. Russell Federal Building and United States Courthouse 75 Ted Turner Drive, SW Atlanta, Georgia 30303.

5. Upon the closing of the Sale, the Debtors may assume and assign to the Stalking Horse Bidder(s) or any other Successful Bidder(s) the Assumed Contracts.

6. A schedule listing the Assumed Contracts is attached hereto as **Schedule A** (the "Assumed Contracts List"). The cure costs, if any, necessary for the assumption and assignment of the Assumed Contracts (the "Cure Costs") are also set forth on the Assumed Contracts List. The Cure Costs listed reflect the amount required to cure any defaults or arrears existing under each of the Assumed Contracts, based on the Debtors' books and records. The Cure Costs are not dispositive for any other purpose, including for voting or distribution purposes.

7. **YOU ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS HAVE IDENTIFIED YOU AS A COUNTERPARTY TO A POTENTIAL ASSUMED CONTRACT**. The mere listing of an Assumed Contract on the Assumed Contracts List does not require or guarantee that such Assumed Contract will be assumed or assumed and assigned by the Debtors at any time or constitute any admission or agreement of the Debtors that such Assumed Contract is an executory contract or unexpired lease, and all rights of the Debtors, each Stalking Horse Bidder, or other Successful Bidder are reserved. Only those Assumed Contracts that are included on a schedule of assumed and acquired contracts attached to the final asset purchase agreement with the Successful Bidder(s) (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the Successful Bidder(s).

OBTAINING ADDITIONAL INFORMATION

8. Copies of the Motion, the Bidding Procedures Order, the Bidding Procedures, and other case documents can be obtained free of charge (i) on the case website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at https://www.veritaglobal.net/airpros, or (ii) upon written request to counsel to the Debtors undersigned below.

FILING OBJECTIONS

9. Pursuant to the Assumption and Assignment Procedures and the Bidding Procedures Order, any objections (each, an "Assumed Contract Objection") to the proposed assumption and assignment of an Assumed Contract, the proposed Cure Costs (if any), and/or adequate assurance of future performance by the Stalking Horse Bidder must (a) state, with specificity, the legal and factual basis for the objection and, if applicable, what Cure Costs are required, (b) include appropriate documentation in support thereof, (c) comply with the

Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by no later than **May 5, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline") on the following parties (collectively, the "Objection Notice Parties"):

a) proposed counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);

b) the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams, Esq. (Jonathan.S.Adams@usdoj.gov);

c) counsel for the Debtors' prepetition and postpetition agent and lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com);

d) proposed counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases, Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler, Esq. (Bsandler@pszjlaw.com), Paul J. Labov, Esq. (Plabov@pszjlaw.com), and Cia Mackle, Esq. (Cmackle@pszjlaw.com);

e) counsel to the Doug's/Dream Team/Hansen Stalking Horse Bidder, Buchanan Ingersoll & Rooney PC, 401 E Jackson St., Suite 2400, Tampa, Florida 33602, Attn: David T. Cellitti (David.Cellitti@bipc.com);

f) counsel to the ECM Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Duston (jdutson@kslaw.com), William Jordan (wjordan@kslaw.com), Christopher K. Coleman (christopher.coleman@kslaw.com) and Kristen Landers (klanders@kslaw.com);

g) counsel to the Dallas Plumbing Stalking Horse Bidder, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Jeffrey Pawlitz (jpawlitz@willkie.com) and Betsy L. Feldman (bfeldman@willkie.com) and (ii) Eversheds Sutherland (US) LLP, 999 Peachtree St., N.E., Suite 2300, Atlanta, Georgia 30309, Attn: David Wender (davidwender@eversheds-sutherland.com);

h) counsel to the CM/Air Force Stalking Horse Bidder, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, Florida 33131, Attn: Martin G. Burkett (martin.burkett@akerman.com), John H. Thompson (john.thompson@akerman.com), Michael B. Fernandez (mike.fernandez@akerman.com), and Carlos M. de la Cruz III (carlos.delacruz@akerman.com);

i) counsel to the One Source Stalking Horse Bidder, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023, Attn: Elijah J. Hammans (ehammans@taftlaw.com) and W. Timothy Miller (miller@taftlaw.com);

j) counsel to the Air Pros Legacy Stalking Horse Bidder, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Guso (jguso@bergersingerman.com) and Michel Debolt (mdebolt@bergersingerman.com); and

k) all parties that have requested notice in these Chapter 11 Cases.

10. Any objections (each, an "Adequate Assurance Objection") to the proposed form of adequate assurance of future performance by the Successful Bidder, other than any Stalking Horse Bidder, must (a) state, with specificity, the legal and factual basis for the objection, (b) include any appropriate documentation in support thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by the Objection Notice Parties no later than **May 13, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the "Post-Auction Objection Deadline").

11. All Assumed Contract Objections and Adequate Assurance Objections will be considered at the Sale Hearing, or as soon thereafter as counsel may be heard.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY COUNTERPARTY TO AN ASSUMED CONTRACT WHO FAILS TO TIMELY FILE AND SERVE AN ASSUMED CONTRACT OBJECTION BEFORE THE SALE OBJECTION DEADLINE OR AN ADEQUATE ASSURANCE OBJECTION BEFORE THE POST-AUCTION OBJECTION DEADLINE (IF APPLICABLE) SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACT, THE CURE COSTS (IF ANY), AND THE ADEQUATE ASSURANCE OF FUTURE PERFORMANCE PROVIDED BY THE STALKING HORSE BIDDER OR OTHER SUCCESSFUL BIDDER.

Dated: _____, 2025

GREENBERG TRAURIG, LLP

DRAFT

David B. Kurzweil (Ga. Bar. No. 434092)
Matthew A. Petrie (Ga. Bar. No. 227556)
Terminus 200
3333 Piedmont Road, NE, Suite 2500
Atlanta, Georgia 30305
Telephone: (678) 553-2100
Email: kurzweild@gtlaw.com
petriem@gtlaw.com

Proposed Counsel for the Debtors and Debtors in Possession

Schedule A

Executory Contracts and Unexpired Leases Subject to Assumption and Assignment

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

In re:
AFH AIR PROS, LLC, *et al.*,[1]
Debtors.

Chapter 11
Case No. 25-10356 (PMB)
(Jointly Administered)
Ref. Docket No. ___

NOTICE OF ASSUMPTION AND ASSIGNMENT OF CUSTOMER MEMBERSHIPS AND WARRANTIES

PLEASE TAKE NOTICE THAT:

1. On March 16, 2025, the above-captioned debtors (the "Debtors") commenced cases under chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the Northern District of Georgia (the "Court").

2. On March 18, 2025, the Debtors filed a motion seeking entry of an order approving Bidding Procedures, which establish key dates and times related to the Sale and the Auction, and the Sale [D.I. 34, as ammended, D.I. 55] (the "Motion").[2]

3. On April 14, 2025, the Court entered an order approving the Bidding Procedures and the procedures for assuming and assigning customer memberships and warranties [D.I. [•]].

4. The Court's hearing to consider approval of the Sale is scheduled to occur on May 19, 2025 at [•] (Eastern Time), or on such other date as the Court may direct (the "Sale Hearing").

5. Upon closing the Sale, the Debtors may assume and assign to the Successful Bidder(s) certain contracts maintained with customers, including memberships and warranties, which the Successful Bidder(s) shall assume and perform under.

6. **YOU ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS HAVE IDENTIFIED YOU AS AN EXISTING OR FORMER CUSTOMER.** The mere receipt of this Notice should not be construed as an admission that you maintain an agreement with or claim against the Debtors.

OBTAINING ADDITIONAL INFORMATION

7. All case documents can be obtained on the case website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at https://www.veritaglobal.net/airpros.

FILING OBJECTIONS

8. Any objections to the Sale, the proposed assumption and assignment of a customer membership or warranty, and/or adequate assurance of future performance by any Stalking Horse Bidder, must (a) state the legal and factual basis for the objection, (b) include appropriate supporting documentation, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by no later than **May 5, 2025 at 4:00 p.m. (Eastern Time)** on the following:

   a) [proposed] counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (KurzweilD@gtlaw.com) and Matthew A. Petrie (PetrieM@gtlaw.com), and Greenberg Traurig, LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Leo Muchnik (MuchnikL@gtlaw.com);

   b) the Office of the U.S. Trustee, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Jonathan S. Adams, Esq. (Jonathan.S.Adams@usdoj.gov);

c) counsel for the Debtors' prepetition and postpetition agent and lenders, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), and Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com);

d) proposed counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases: Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, New York, New York 10017, Attn: Bradford J. Sandler, Esq. (Bsandler@pszjlaw.com), Paul J. Labov, Esq. (Plabov@pszjlaw.com) and Cia Mackle, Esq. (Cmackle@pszjlaw.com);

e) counsel to the Doug's/Dream Team/Hansen Stalking Horse Bidder, Buchanan Ingersoll & Rooney PC, 401 E Jackson St., Suite 2400, Tampa, Florida 33602, Attn: David T. Cellitti (David.Cellitti@bipc.com);

f) counsel to the ECM Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, Georgia 30309, Attn: Jeffrey R. Duston (jdutson@kslaw.com), William Jordan (wjordan@kslaw.com), Christopher K. Coleman (christopher.coleman@kslaw.com) and Kristen Landers (klanders@kslaw.com);

g) counsel to the Dallas Plumbing Stalking Horse Bidder, (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Jeffrey Pawlitz (jpawlitz@willkie.com) and Betsy L. Feldman (bfeldman@willkie.com) and (ii) Eversheds Sutherland (US) LLP, 999 Peachtree St., N.E., Suite 2300, Atlanta, Georgia 30309, Attn: David Wender (davidwender@eversheds-sutherland.com);

h) counsel to the CM/Air Force Stalking Horse Bidder, Akerman LLP, 98 Southeast Seventh Street, Suite 1100, Miami, Florida 33131, Attn: Martin G. Burkett (martin.burkett@akerman.com), John H. Thompson (john.thompson@akerman.com), Michael B. Fernandez (mike.fernandez@akerman.com), and Carlos M. de la Cruz III (carlos.delacruz@akerman.com);

i) counsel to the One Source Stalking Horse Bidder, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204 2023, Attn: Elijah J. Hammans (ehammans@taftlaw.com) and W. Timothy Miller (miller@taftlaw.com);

j) counsel to the Air Pros Legacy Stalking Horse Bidder, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131, Attn: Jordi Guso (jguso@bergersingerman.com) and Michel Debolt (mdebolt@bergersingerman.com); and

k) all parties that have requested notice in these Chapter 11 Cases (collectively, the "Objection Notice Parties").

9. Any objections to the proposed form of adequate assurance of future performance by a Successful Bidder other than any Stalking Horse Bidder must (a) state the legal and factual basis for the objection, (b) include appropriate supporting documentation, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by the Objection Notice Parties no later than **May 13, 2025 at 4:00 p.m. (Eastern Time)**.

10. All objections will be considered at the Sale Hearing or as soon thereafter as counsel may be heard.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY CUSTOMER WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION BEFORE THE APPLICABLE DEADLINE SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING ANY OBJECTION TO THE SALE, THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACT, AND THE ADEQUATE ASSURANCE OF FUTURE PERFORMANCE PROVIDED BY THE SUCCESSFUL BIDDER.

1. The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at https://www.veritaglobal.net/airpros. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.
2. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Exhibit 6

Form Notice of Successful Bidder

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

In re: AFH AIR PROS, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-10356 (PMB) (Jointly Administered)

NOTICE OF SUCCESSFUL BIDDER[S]

PLEASE TAKE NOTICE THAT pursuant to the *Order (A) Establishing Bidding Procedures Relating to the Sale of the Debtors' Assets, (B) Approving the Debtors' Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* [D.I. [●]] (the "Bidding Procedures Order"),[2] entered by the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") on April [14], 2025, the above captioned debtors and debtors in possession (collectively, the "Debtors") have accepted [a bid][bids] for the purchase of [substantially all] of the Debtors' assets (the "Sale") pursuant to the terms set forth in the asset purchase agreement[s] (the, "Purchase Agreement[s]") dated as of [●], 2025 between the Debtors and [●] (the "Purchaser[s]"), substantially in the form[s] attached hereto as **Exhibit[s] A**.

PLEASE TAKE FURTHER NOTICE THAT at the Sale Hearing to be held on May 19, 2025 at 1:00 p.m. (prevailing Eastern Time) before the Honorable Paul M. Baisier, at the Bankruptcy Court, Richard B. Russell Federal Building and United States Courthouse 75 Ted Turner Drive, SW Atlanta, Georgia 30303, the Debtors will seek entry of an order, approving the Sale free and clear of all liens, claims, interests and encumbrances except as otherwise provided in the [applicable] Purchase Agreement[s] with the [applicable] Purchaser[s].

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[1] The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at https://www.veritaglobal.net/airpros. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order.

Dated: _____, 2025

GREENBERG TRAURIG, LLP

DRAFT

David B. Kurzweil (Ga. Bar. No. 434092)
Matthew A. Petrie (Ga. Bar. No. 227556)
Terminus 200
3333 Piedmont Road, NE, Suite 2500
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Telephone: (678) 553-2100
Email: kurzweild@gtlaw.com
petriem@gtlaw.com

[Proposed] Counsel for the Debtors and Debtors in Possession