

**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 (I) CANCELLATION OF AUCTION WITH
RESPECT TO THE DOUG’S SERVICE COMPANY, DREAM TEAM
HEATING & AIR AND HANSEN SUPER TECHS BUSINESS UNITS, AND
(II) DESIGNATION OF THE DOUG’S/DREAM TEAM/HANSEN STALKING HORSE
BIDDER AS THE SUCCESSFUL BIDDER FOR THE ASSETS COVERED BY THE
DOUG’S/DREAM TEAM/HANSEN STALKING HORSE PURCHASE AGREEMENT**

PLEASE TAKE NOTICE THAT on April 14, 2025, the U.S. Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy 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. 193] (the “Bidding Procedures Order”), which, among other things, (i) approved Bidding Procedures for the Debtors’ Sale of their assets, (ii) established May 5, 2025 at 5:00 p.m. (Prevailing Eastern Time) as the Bid Deadline for interested parties to submit Written Offers, and (iii) approved the Debtors’ designation of stalking horse purchase agreements for all of their various business units.²

PLEASE TAKE NOTICE THAT, on May 5, 2025, the Debtors received confirmations that there will be no Overbid with respect to the stalking horse bid submitted by Buddy’s Heating & Cooling, L.L.C., Southern Air of Thibodaux, LLC, and Hansen Super Techs, LLC (collectively, the “Doug’s/Dream Team/Hansen Stalking Horse Bidder”), meaning that there are no other Qualified Bidders for the assets covered in the Doug’s/Dream Team/Hansen Stalking Horse Purchase Agreement, substantially in the form annexed hereto as **Exhibit A**.

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.



PLEASE TAKE NOTICE THAT, pursuant to the Bidding Procedures Order, the Doug's/Dream Team/Hansen Stalking Horse Bidder is deemed the Successful Bidder for the assets covered in the Doug's/Dream Team/Hansen Stalking Horse Purchase Agreement.

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 of the assets covered by the Doug's/Dream Team/Hansen Stalking Horse Purchase Agreement free and clear of all liens, claims, interests and encumbrances except as otherwise provided in the Doug's/Dream Team/Hansen Stalking Horse Purchase Agreement with the Doug's/Dream Team/Hansen Stalking Horse Bidder.³

Dated: May 6, 2025

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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Counsel for the Debtors and Debtors in Possession

³ 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 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.

Exhibit 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 A – Acquired Assets

Exhibit B – Bill of Sale

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Exhibit E– [Reserved]

Exhibit F – Assumed Trade Names and Assumed Marks

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).

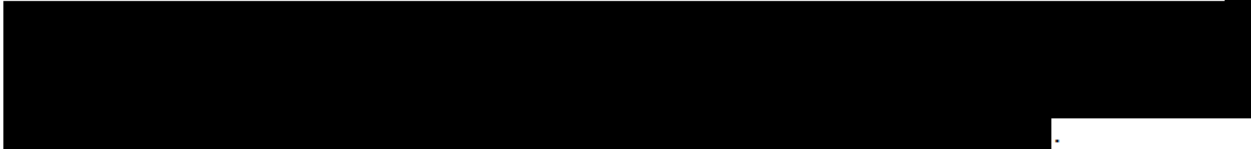
“Lien” means any mortgage, deed of trust, hypothecation, contractual restriction, pledge, lien, encumbrance, interest, charge, security interest, put, call, other option, right of first refusal, right of first offer, servitude, right of way, easement, conditional sale or installment contract, finance 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.



“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; (viii) 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 (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 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 United 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 conduct 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 of 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.

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

DTAP SUB BUYER

Southern Air of Thibodaux, LLC

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

HAP SUB BUYER

Hansen Super Techs, LLC

Signed by:
By: Andrew "A.J." Brown
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 all 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.