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

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

NOTICE OF (I) CANCELLATION OF AUCTION WITH RESPECT TO THE EAST COAST MECHANICAL BUSINESS UNIT, AND (II) DESIGNATION OF THE ECM STALKING HORSE BIDDER AS THE SUCCESSFUL BIDDER FOR THE ASSETS COVERED BY THE ECM 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 East Coast Mechanical Home Services LLC (collectively, the "ECM Stalking Horse Bidder"), meaning that there are no other Qualified Bidders for the assets covered in the ECM Stalking Horse Purchase Agreement, substantially in the form annexed hereto as **Exhibit A**.

PLEASE TAKE NOTICE THAT, pursuant to the Bidding Procedures Order, the ECM Stalking Horse Bidder is deemed the Successful Bidder for the assets covered in the ECM Stalking Horse Purchase Agreement.

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

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

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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 ECM Stalking Horse Purchase Agreement free and clear of all liens, claims, interests and encumbrances except as otherwise provided in the ECM Stalking Horse Purchase Agreement with the ECM 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

ECM Stalking Horse Purchase Agreement

Execution Version

ASSET PURCHASE AGREEMENT

by and among

AIR PROS SOLUTIONS, LLC,

EAST COAST MECHANICAL, LLC, as Seller,

and

EAST COAST MECHANICAL HOME SERVICES LLC, as Buyer.

March 16, 2025

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ASSET PURCHASE AGREEMENT

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

"Adjustment Escrow Amount" means $187,500.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Escrow Agent" means Citibank, N.A.

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

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

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

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

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

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

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

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

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

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

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

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

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

"GAAP" means United States generally accepted accounting principles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
PURCHASE AND SALE

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

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

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

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

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

(e) all Assumed Contracts;

(f) all Assumed Permits;

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

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

(i) all Prepaid Expenses of the Seller;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) all Personal Property Taxes;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.5 Consideration.

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

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

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

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

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

Section 2.6 Deposit Amount.

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

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

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

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

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

(c) The Parties acknowledge that the agreements contained in this Section 2.6 are an integral part of the transactions contemplated in this Agreement, that the damages resulting from termination of this Agreement under circumstances where the Seller are entitled to the Deposit Amount are uncertain and incapable of accurate calculation and that the delivery of the Deposit Amount pursuant to Section 2.6(b)(ii) is not a penalty but rather shall constitute liquidated damages in a reasonable amount that will compensate the Seller in the circumstances where the Seller are entitled to the Deposit Amount for the efforts and resources expended and opportunities forgone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, and that, without these agreements, the Seller and the Buyer would not enter into this Agreement. Notwithstanding anything to the contrary in this Agreement, without limiting the Seller's rights under Section 9.9, in the event the Buyer breaches this Agreement (including failure to consummate the Closing and the transactions contemplated thereby), (i) the Seller's sole remedy shall be to terminate this Agreement in accordance with any applicable provision of Section 8.1 and, if applicable, to retain the

Deposit Amount and (ii) in no event shall the Buyer have any Liability to the Seller other than the Deposit Amount as set forth in this Section 2.6.

Section 2.7 Adjustment to Closing Purchase Price.

(a) On the date that is on or before the date that is thirty (30) days following the Closing Date, the Buyer will prepare and deliver a statement (the "Post-Closing Statement"), setting forth the Buyer's good faith calculation of (i) the Closing Assumed Indebtedness Amount and (ii) the resulting calculation of the Purchase Price. If the Buyer fails to deliver the Post-Closing Statement within such thirty (30) day period, the Seller may prepare and deliver, or cause to be prepared and delivered, the Post-Closing Statement, in which case (1) the Buyer shall have the same rights as provided to the Seller with respect to the Post-Closing Statement under this Section 2.7, applicable *mutatis mutandis*, and (2) all references in this Section 2.7 to the Buyer and the Seller, respectively, shall be read as references to the Buyer and the Seller, respectively.

(b) Upon receipt of the Post-Closing Statement, the Seller will have thirty (30) days (the "Review Period") to review such Post-Closing Statement and related computations. If the Seller has accepted such Post-Closing Statement in writing or the Seller has not given written notice to the Buyer setting forth any objection of the Seller to such Post-Closing Statement (a "Statement of Objections") prior to the expiration of the Review Period, then such Post-Closing Statement will be final and binding upon the Parties, and will be deemed the Final Closing Statement for purposes of Section 2.7(d). Any Statement of Objections given by the Seller will specify in reasonable detail each item that the Seller disputes, the amount in dispute and the reasons supporting the position of the Seller. During the Review Period, following a written request by the Seller and at all times until the Purchase Price is finally determined in accordance with this Section 2.7, the Buyer shall promptly provide to the Seller (subject to executing any required customary access letters) with reasonable access to such documents, books, records and work papers as the Seller may reasonably request to the extent related to the items set forth in the Post-Closing Statement; provided, that the Buyer will not be required to provide any such access to the extent such access would (i) unreasonably interfere with the normal business operations of the Buyer or its Affiliates, (ii) violate any Law, Permit or Contract to which the Buyer or its Affiliate is a party or (iii) result in the loss of the ability to successfully assert attorney-client and work product privileges.

(c) In the event that the Seller delivers a Statement of Objections during the Review Period, the Buyer and the Seller will negotiate in good faith to resolve any such objection within thirty (30) days following the receipt by the Buyer of the Statement of Objections (the "Consultation Period"), which negotiations will, unless otherwise agreed by the Seller and the Buyer, be governed by Rule 408 of the Federal Rules of Evidence (and any applicable similar state rule). If the Seller and the Buyer are unable to reach an agreement as to any such objections within the Consultation Period, then either Party may submit such matter to a nationally recognized accounting firm that is reasonably acceptable to the Buyer and the Seller (such accountant, the "Arbitrating Accountant") (provided that if the Buyer and the Seller cannot agree on an accountant within thirty (30) days of receipt by a Party of a Statement of Objections, then the Buyer and the Seller will cause the

American Arbitration Association to appoint the Arbitrating Accountant) for resolution of the remaining disputed matters. The Arbitrating Accountant will act as an expert and not an arbitrator and will only consider those items that are identified on the Statement of Objections as in dispute unless otherwise agreed during the Consultation Period. Each of the Seller and the Buyer will use its commercially reasonable efforts to cause the Arbitrating Accountant to resolve all disagreements as soon as practicable and in any event within thirty (30) days after the submission of any dispute to the Arbitrating Accountant, which determination must be in writing and must set forth, in reasonable detail, the basis therefor. The Arbitrating Accountant's determination will be made solely in accordance with the terms and procedures set forth in this Agreement, including the terms defined herein that are applicable to its determination, and based solely on the submissions and supporting materials provided by the Buyer and the Seller (copies of which shall be provided to the other Party) in accordance with the terms and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The Arbitrating Accountant may not assign a value to any item greater than the greatest value for such item claimed by either Party or less than the smallest value for such item claimed by either Party. The resolution of the dispute by the Arbitrating Accountant will be final, binding and non-appealable on the Parties absent manifest error. No ex parte conferences, oral examinations, testimony, depositions, discovery or other form of evidence gathering or hearings will be conducted or allowed. The costs and expenses of the Arbitrating Accountant will be borne by the Buyer in the proportion that the aggregate dollar amount of the items that are successfully disputed by the Seller (as finally determined by the Arbitrating Accountant) bears to the aggregate dollar amount of the items submitted to the Arbitrating Accountant and by the Seller in the proportion that the aggregate dollar amount of the disputed items that are unsuccessfully disputed by the Seller (as finally determined by the Arbitrating Accountant) bears to the aggregate dollar amount of the items submitted to the Arbitrating Accountant.

(d) The Post-Closing Statement (i) that has become final and binding pursuant to Section 2.7(b) or Section 2.7(c) or (ii) as determined by the Arbitrating Accountant is referred to in this Agreement as the "Final Closing Statement", and the Purchase Price set forth on such Final Closing Statement is referred to in this Agreement the "Final Purchase Price".

(e) In the event that the Final Purchase Price is greater than the Closing Purchase Price (such excess, the "Final Overage"), then the Buyer will pay to the Seller, within five (5) Business Days of the determination of the Final Overage and the Final Closing Statement, to such account specified to the Buyer by the Seller, an amount equal to the lesser of (A) the Final Overage and (B) the Adjustment Escrow Amount.

(f) In the event that the Closing Purchase Price is greater than the Final Purchase Price (such excess, the "Final Underage"), the Buyer and Solutions will promptly deliver a joint written instruction to the Escrow Agent to effectuate disbursement of the absolute value of the Final Underage to the Buyer from the Adjustment Escrow Fund.

(g) If any amount remains in the Adjustment Escrow Fund following the payment of the Final Overage or Final Underage, as applicable, then the Buyer and

Solutions will promptly deliver a joint written instruction to the Escrow Agent instructing it to release (i) first, any then-outstanding amounts owed by the Seller pursuant to Section 2.12 to the Buyer (not to exceed the total amount then-remaining in the Adjustment Escrow Fund) and (ii) thereafter, any remaining amount of the Adjustment Escrow Fund to the Seller.

(h) The process set forth in this Section 2.7 shall be the exclusive remedy of the Parties with respect to any dispute related to the Post-Closing Statement or the amounts set forth therein, provided, however, that nothing herein shall prohibit the Buyer or the Seller from bringing any Litigation to enforce any final determination by the Arbitrating Accountant in any court or other tribunal of competent jurisdiction and otherwise in accordance with Section 9.6. No Party shall be entitled to any duplicative recovery as a result of the rights and remedies set forth in this Section 2.7.

(i) The Parties agree that any adjustment as determined pursuant to this Section 2.7 will be treated as an adjustment to the Purchase Price for Tax purposes, except as otherwise required by Law.

Section 2.8 Assumption and Assignment of Contracts, Leases and Permits.

(a) The Sale Order shall provide for the assumption by the Seller, and the assignment of the Assumed Contracts and Assumed Permits to the maximum extent permitted by the Bankruptcy Code by the Seller to the Buyer, and on the terms and conditions set forth in the remainder of this Section 2.8.

(b) At the Buyer's request, the Seller shall reasonably cooperate from the date hereof forward with the Buyer as reasonably requested by the Buyer (i) to allow the Buyer to enter into an amendment of any Contract or Lease upon assignment to the Buyer of such Contract or Lease (and the Seller shall reasonably cooperate with the Buyer to the extent reasonably requested with the Buyer in negotiations with the applicable non-debtor counterparties and/or landlords), or (ii) to otherwise amend any Contract or Lease to the extent such amendments would not adversely affect the Seller in a material manner unless the Buyer indemnifies the Seller; provided that the Seller shall not be required to enter into any such amendment if such amendment would result in an assumption by the Seller of such Lease, unless such Lease will be assigned to (and Liabilities associated therewith assumed by) the Buyer at the time of such assumption or contemporaneously therewith. The Buyer shall compensate the Seller for any reasonable, out-of-pocket, non-fixed costs with respect to the foregoing.

(c) The Seller represent and warrant that (i) Section 2.8(c)(i) of the Disclosure Schedule sets forth a true, correct, and complete list of all Contracts and Leases to which the Seller is a party that can be assigned to the Buyer, together with the proposed Cure Amount in respect of each such Contract or Lease and (ii) Section 2.8(c)(ii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Assumable Permits. The Buyer has advised the Seller that it may want the Seller to assume and assign certain of the Contracts and Leases set forth in Section 2.8(c)(i) of the Disclosure Schedule and Assumable Permits set forth in Section 2.8(c)(ii) of the Disclosure Schedule, in each

case, under section 365 of the Bankruptcy Code. The inclusion of any Contract or Lease on Section 2.8(c)(i) of the Disclosure Schedule or Assumable Permit on Section 2.8(c)(ii) of the Disclosure Schedule does not constitute an admission that a particular contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract, Lease or Assumable Permit will ultimately be assumed. All rights of the Buyer with respect thereto are reserved. The Buyer shall, no later than five (5) days prior to the earlier of (A) a scheduled Auction or, (B) in the event no Auction is held, the hearing scheduled to consider entry of the Sale Order (the "Designation Deadline"), identify in writing to the Seller the Contracts, Leases and Assumable Permits that the Buyer has decided, subject to its other rights in this Section 2.8, will be Assumed Contracts by putting such Contracts and Leases onto a contract and cure schedule (the "Contract and Cure Schedule") (which such schedule will include any Retention Bonus Agreements), or will be Assumed Permits by putting such Assumable Permits on the "Assumed Permit Schedule"), which may be modified from time to time as set forth herein. Notwithstanding the foregoing, subject to its other rights in this Section 2.8, if the Buyer is designated as the Successful Bidder at the Auction, no later than two (2) days prior to the Closing Date (the "Opt Out Deadline"), the Buyer may add or remove any Contract, Lease or Assumable Permit (other than any Retention Bonus Agreements) to or from the Contract and Cure Schedule or Assumed Permit Schedule, as applicable, in each case as may have been amended prior thereto by the Buyer in accordance with this clause (c). The final Contract and Cure Schedule, as modified by any such designations, removals, or as otherwise provided in this Section 2.8, is referred to as the "Closing Assumed Contract List". The final Assumed Permit Schedule, as modified by any such designations, removals, or as otherwise provided in this Section 2.8, is referred to as the "Closing Assumed Permit List". For the avoidance of doubt, at any time and from time to time prior to the Designation Deadline, or if the Buyer is designated as the Successful Bidder at the Auction, the Opt Out Deadline, the Buyer shall have the right, in its sole and absolute discretion, to designate a Contract, Lease or Assumable Permit for exclusion and rejection by delivering written notice to the Seller along with (x) a modified Contract and Cure Schedule (and all such Contracts and Leases shall be Excluded Assets and all Liabilities arising under or in connection with such Contracts shall be Excluded Liabilities) or (y) a modified Assumed Permit Schedule (and all such Assumable Permits shall be Excluded Assets and all Liabilities arising under or in connection with such Assumable Permits shall be Excluded Liabilities), without the necessity of providing prior notice to any non-debtor counterparty to any such Contract, Lease or Assumable Permit.

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

(e) As part of the Sale Motion (or as necessary in one or more separate motions), the Seller shall request that, by virtue of the Seller providing ten (10) Business

Days' prior notice of its intent to assume and assign any Contract, Lease or Assumable Permit, which notice shall be provided on or after the Designation Deadline or the Opt Out Deadline, as applicable, the Bankruptcy Court shall deem (by way of the Bidding Procedures Order or such other order of the Bankruptcy Court) any non-debtor party to such Contract, Lease or Assumable Permit that does not file an objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract, Lease or Assumable Permit by the Seller and assignment to the Buyer. Subject to Section 2.8(j), (i) each Contract and Lease that is listed on Section 2.8(c)(i) of the Disclosure Schedule, but not the Closing Assumed Contract List, shall be rejected by the Seller and (ii) each Assumable Permit that is listed on Section 2.8(c)(ii) of the Disclosure Schedule, but not the Closing Assumed Permit List shall be rejected by the Seller, in each case of (i) and (ii), subject to approval by the Bankruptcy Court.

(f) In connection with the assumption and assignment to the Buyer of any Assumed Contract, the Cure Amounts, as agreed among the applicable non-debtor counterparty, the Seller and the Buyer, or as determined by the Bankruptcy Court, if any necessary to cure all defaults and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Contracts, if any, including any amounts payable to any landlord under any Lease that is an Assumed Contract, in each that relates to the period prior to the Assumption Effective Date (such amounts, the "Cure Amounts"), shall be paid (i) by the Buyer, in an aggregate amount not to exceed the Cure Amounts Cap, and (ii) by the Seller, to the extent of any Cure Amounts in excess of the Cure Amounts Cap, in each case on the Assumption Effective Date.

(g) The Seller shall use its commercially reasonable best efforts to obtain an order of the Bankruptcy Court (including the Sale Order) to assign the Assumed Contracts to the Buyer on the terms set forth in this Section 2.8. In the event the Seller are unable to assign any such Assumed Contract or Assumed Permit to the Buyer pursuant to an order of the Bankruptcy Court for any reason, including that the Consent of a Governmental Entity or third party is necessary to assume and assign such Assumed Contracts to the Buyer (the "Necessary Consents") and such Necessary Consent has not yet been obtained, then the Parties shall use their commercially reasonable efforts until the one hundred eightieth (180th) day after the Closing Date (the "Consent Deadline") to obtain, and to cooperate in obtaining, all Consents from Governmental Entities and third parties necessary to assume and assign such Contract, Lease or Assumable Permit to the Buyer, including paying any applicable Cure Amounts in accordance with Section 2.8(f).

(h) To the extent that any Consent that is required to assign to the Buyer any Contract or Lease is not obtained by the Closing Date, the Seller shall, with respect to each such Contract or Lease, from and after the Closing and until the earliest to occur of (x) the date on which such applicable Consent is obtained, and (y) the Consent Deadline, will (i) provide to the Buyer the benefits under such Contract or Lease Contract, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract or Lease in trust for the Buyer pending receipt of the required Consent) designed to provide such benefits to the Buyer, and (iii) use its commercially reasonable efforts to enforce for the account of the Buyer any rights of the Seller under such Contract or Lease (including the right to elect to terminate such Contract or Lease Contract in accordance with the terms thereof upon the

written direction of the Buyer). The Buyer shall reasonably cooperate with the Seller in order to enable the Seller to provide to the Buyer the benefits contemplated by this Section 2.8(h). The Buyer shall compensate the Seller for any reasonable, out-of-pocket, non-fixed costs with respect to any Assumed Contract for which a Necessary Consent has not been obtained until such time as either (a) such Assumed Contract is assumed by the Seller and assigned to the Buyer or (b) the Buyer instructs the Seller to reject such Assumed Contract.

(i) If prior to the Closing, it is discovered that a Contract should have been listed on Section 2.8(c)(i) of the Disclosure Schedule but was not so listed (any such Contract, a "Previously Omitted Contract"), the Seller shall, promptly following the discovery thereof (but in no event later than three (3) Business Days following the discovery thereof), notify the Buyer in writing of such Previously Omitted Contract and provide the Buyer with a copy of such Previously Omitted Contract and the Cure Amount (if any) in respect thereof. The Buyer shall thereafter deliver written notice to the Seller, no later than three (3) Business Days following such notice of such Previously Omitted Contract from the Seller, if the Buyer elects to so include such Previously Omitted Contract on the Contract & Cure Schedule.

(j) If the Buyer includes a Previously Omitted Contract on the Contract & Cure Schedule in accordance with Section 2.8(j), the Seller shall file and serve a notice on the contract counterparties to such Previously Omitted Contract notifying such counterparties of the Seller's intention to assume and assign to the Buyer such Previously Omitted Contract, including the proposed Cure Amount (if any). Such notice shall provide such contract counterparties with ten (10) Business Days to object, in writing, to the Seller and the Buyer to the assumption of its Contract or Lease. If such counterparties, the Seller and the Buyer are unable to reach a consensual resolution with respect to the objection, the Seller shall seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such Previously Omitted Contract. If no objection is timely served on the Seller and the Buyer, then such Previously Omitted Contract shall be deemed assumed by the Seller and assigned to the Buyer pursuant to the Sale Order. The Seller and the Buyer shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for the Buyer to assume the rights and obligations under such Previously Omitted Contract.

Section 2.9 Closing. The Parties agree that the closing of the purchase and sale of the Acquired Assets pursuant to this Agreement (the "Closing") shall take place electronically commencing at 10:00 a.m. (prevailing Eastern time) on the date that is the second (2nd) Business Day after the date on which all conditions to the obligations of the Seller and the Buyer to consummate the transactions contemplated hereby set forth in Article VII have been satisfied or waived (other than conditions with respect to actions that either or both the Seller and the Buyer will take at the Closing itself, but subject to the satisfaction or waiver (by the Party entitled to waive such condition) of those conditions), or at such other time or on such other date as shall be mutually agreed upon by the Seller and the Buyer prior thereto; provided, however, the Closing

shall occur on or prior to the End Date. The date and time on and at which the Closing actually occurs is referred to in this Agreement as the "Closing Date."

Section 2.10 Deliveries at Closing.

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

(i) the Acquired Assets;

(ii) Bills of Sale substantially in the forms of Exhibit A-1 (with respect to the Buyer) and Exhibit A-2 (with respect to the Buyer's designee of the Customer Warranty Records pursuant to Section 9.4) attached hereto (collectively, the "Bills of Sale");

(iii) Assignment and Assumption Agreements, substantially in the Exhibit B-1 (with respect to the Buyer) and Exhibit B-2 (with respect to the Buyer's designee of the Customer Warranty Contracts and the Assumed Customer Liabilities pursuant to Section 9.4) attached hereto (collectively, the "Assignment and Assumption Agreements");

(iv) an Intellectual Property Assignment substantially in the form of Exhibit C attached hereto together with any short-form assignments requested by the Buyer for recordation with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other Governmental Entity or domain name registrar (collectively, the "Intellectual Property Assignment");

(v) a Transition Services Agreement, in the form attached hereto as Exhibit F, in all respects reasonably satisfactory to the Buyer and the Seller (the "Transition Services Agreement");

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

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

(b) At the Closing, the Buyer shall deliver to the Seller, the following documents and other items, duly executed by the Buyer or its designee pursuant to Section 9.4, as applicable:

(i) the Bills of Sale;

(ii) the Assignment and Assumption Agreements;

(iii) the Intellectual Property Assignment;

(iv) the Transition Services Agreement;

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

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

(c) At the Closing, the Buyer shall:

(i) pay to the Seller, to such account specified to the Buyer by the Seller at least two (2) Business Days prior to the Closing Date, (A) the Closing Purchase Price *minus* (B) the Adjustment Escrow Amount *minus* (C) the Deposit Amount paid to the Seller pursuant to Section 2.6; and

(ii) deposit the Adjustment Escrow Amount with the Escrow Agent to be distributed in accordance with the terms of this Agreement and the Escrow Agreement.

Section 2.11 Allocation. As soon as reasonably practicable and in no event later than sixty (60) days after the Closing Date, the Buyer shall provide the Seller with a draft allocation of the Purchase Price for federal income tax purposes, including any liabilities properly included therein, among the Acquired Assets (the "Initial Allocation"). In the event the Buyer fails to provide the Initial Allocation within such sixty (60) day period, then the Seller, may elect to deliver the Initial Allocation for review by the Buyer pursuant to the following procedures. The Buyer shall use reasonable efforts to provide, or cause to be provided, to the Seller in a timely manner any information reasonably requested by the Seller in connection with the Seller's review of the Initial Allocation. Within thirty (30) days of the receipt of the Initial Allocation, the Seller may deliver a written notice (the "Allocation Objection Notice") to the Buyer, setting forth in reasonable detail those items in the Initial Allocation that the Seller dispute, if any. If prior to the conclusion of such thirty (30)-day period, the Seller notifies the Buyer in writing that they will not provide any Allocation Objection Notice or if the Seller does not deliver an Allocation Objection Notice within such thirty (30)-day period, then the Buyer's proposed Initial Allocation shall be deemed final, conclusive and binding upon each of the Parties. Within thirty (30) days of the Seller's delivery of the Allocation Objection Notice, the Seller and the Buyer shall attempt to resolve in good faith any disputed items, and failing such resolution, the unresolved disputed items shall be referred for final binding resolution to the Arbitrating Accountant. Such determination by the Arbitrating Accountant shall be (a) in writing, (b) furnished to the Buyer and the Seller as soon as practicable (and in no event later than thirty (30) days after the items in dispute have been referred to the Arbitrating Accountant), (c) made in accordance with the procedures set forth in Section 2.7(c), *mutatis mutandis*, (d) made in accordance with the principles set forth in this Section 2.11, and (e) non-appealable and incontestable by the Buyer and the Seller. As used herein, the "Allocation" means the allocation of the Purchase Price, the

Assumed Liabilities and other related items among the Acquired Assets as finally agreed between the Buyer and the Seller or ultimately determined by the Arbitrating Accountant, as applicable, in accordance with this Section 2.11. The Allocation shall be prepared in accordance with IRC Section 1060 and the treasury regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate). The Buyer and the Seller shall each report the federal, state and local income and other Tax consequences of the transactions contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under IRC Section 1060 (or any successor form or successor provision of any future Tax Law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable Law. The Seller shall provide the Buyer and the Buyer shall provide the Seller with a copy of any information required to be furnished to the Secretary of the Treasury under IRC Section 1060.

Section 2.12 Proration of Taxes and Other Items. Except as otherwise provided in this Agreement with respect to Tax items allocable to a particular Party, to the extent that any of the items listed below in this Section 2.12 are paid by the Seller prior to the Closing or are payable by the Buyer or the Seller after the Closing Date, such items shall be apportioned as of the Closing Date such that (i) the Seller shall be liable for (and shall reimburse the Buyer, by offset against the Purchase Price, to the extent that the Buyer shall pay) that portion of such of the foregoing relating or attributable to periods on or prior to the Closing Date; and (ii) the Buyer shall be liable for (and shall reimburse the Seller, at the Closing, to the extent the Seller shall have paid) that portion of the foregoing relating or attributable to periods after the Closing Date. Should any amounts to be prorated not have been finally determined on the Closing Date, a mutually satisfactory estimate of such amounts made on the basis of the Seller's records shall be used as a basis for settlement at the Closing, and the amount finally determined will be prorated as of the Closing Date and appropriate settlement made as soon as practicable after such final determination, with final settlement to be made no later than sixty (60) days after the Closing Date. The items to be prorated in accordance with this Section 2.12 shall include, without limitation: (a) personal property, real estate, retail sales, occupancy and use Taxes, if any, on or with respect to the Business, the Acquired Assets and/or the Assumed Liabilities, except to the extent the date of the assessment of such Taxes falls before the Closing Date, in which case such Taxes shall be Excluded Liabilities; and (b) payments under any Assumed Contract that is a Lease (including, if applicable, the lease agreement for the New Facility) for the month in which the Closing occurs. The Seller and the Buyer agree to furnish each other with such documents and other records as each Party reasonably requests in order to confirm all adjustment and proration calculations made pursuant to this Section 2.12.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER PARTIES.

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

Section 3.1 Organization of the Seller; Good Standing.

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

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

(c) The Seller is duly authorized to do business and is in good standing as a foreign limited liability company in each jurisdiction where the ownership or operation of its assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing is not and would not reasonably be expected to be material to the Business, taken as a whole.

(d) The Seller has no Subsidiaries. All outstanding equity interests of the Seller are held of record by Solutions and beneficially owned by Solutions, and all outstanding equity interests of the Seller have been duly authorized and are fully paid and non-assessable. There are no outstanding or authorized, and there is no obligation of the Seller to issue or grant, any options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, preemptive rights, redemption rights, repurchase rights, rights of first refusal or other rights, or Contracts that could require the Seller to issue, sell or otherwise cause to become outstanding or that otherwise relate to the equity interests of the Seller or to redeem or otherwise acquire any of its outstanding equity interests, or obligate the Seller to grant, extend or enter into any such agreements.

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

(a) each Seller Party has all requisite limited liability company power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder;

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

(c) this Agreement has been duly and validly executed and delivered by each Seller Party, and, upon execution and delivery in accordance with the terms of this Agreement, each of the Related Agreements to which any Seller Party is a party will have been duly and validly executed and delivered by such Seller Party;

(d) assuming that this Agreement constitutes a valid and legally binding obligation of the Buyer, this Agreement constitutes the valid and legally binding obligations of the Seller Parties, enforceable against each Seller Party in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity; and

(e) assuming, to the extent that it is a party thereto, that each Related Agreement constitutes a valid and legally binding obligation of the Buyer, each Related Agreement to which any Seller Party is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of such Seller Party, as applicable, enforceable against such Seller Party in accordance with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 3.3 Noncontravention; Consents and Approvals.

(a) Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will, with or without notice, lapse of time or both, (i) conflict with or result in a breach of the certificate of incorporation, certificate of formation, limited liability company agreement, by-laws or other organizational documents of the Seller Parties, (ii) conflict with or violate any Law to which either Seller Party is, or its respective assets or properties are, subject, (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any Consent or notice under any Contract to which the Seller or Solutions (with respect to the Business) is a party or by which it is bound or to which any of the Acquired Assets is subject or (iv) result in the creation or imposition of any Lien (other than a Permitted Lien) on any Acquired Asset, except, in the case of clause (ii) or (iii), for such violations, conflicts, breaches, defaults, accelerations, rights or failures to give notice that are not material to the Business, taken as a whole.

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

Section 3.4 Title to Acquired Assets.

(a) The Seller has good and valid title to, or, in the case of leased assets, has good and valid leasehold interests in, the Acquired Assets, and at the Closing will convey the Acquired Assets free and clear of all Liens (except for Permitted Liens).

(b) This Agreement and the instruments and documents to be delivered by the Seller to the Buyer at the Closing shall be adequate and sufficient to transfer (i) the Seller's entire right, title and interest in and to the Acquired Assets and (ii) to the Buyer, good and

valid title to the applicable Acquired Assets, free and clear of all Liens (other than Permitted Liens), claims and interests, other than the Assumed Liabilities.

(c) Except (i) as would not, individually or in the aggregate, reasonably be expected to be material to the Business taken as a whole, (ii) for any Business Employees who do not become Transferred Employees and (iii) for the services provided under the Transition Services Agreement, the Acquired Assets to be conveyed to the Buyer in the aggregate hereunder at Closing constitute (A) all the properties, rights and other assets necessary, and are sufficient, to carry on the Business as it is currently conducted by the Seller and (B) except for the Excluded Assets, all of the assets owned or held for use by the Seller in the conduct of the Business. Solutions does not hold any assets that are primarily used in the Business. Since January 1, 2025, there has been no material destruction or loss of any Customer Warranty Records or any Records related to the Seller's customers such that such Records cannot be conveyed to Buyer at the Closing.

Section 3.5 Contracts.

(a) Section 3.5(a) of the Disclosure Schedule sets forth a true, correct and complete list of the following Contracts (A) to which the Seller is a party or (B) by which the Business is bound (each, a "Material Contract") and copies of all such Material Contracts, as amended through the date hereof, have been delivered to or made available to the Buyer:

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

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

(iii) any Contract with a professional employer organization, temporary employment agency, staffing agency, leasing agency, or other labor contractor;

(iv) any Contract for the employment of any Business Employee or engagement of any Service Provider involving consideration in excess of $50,000 per annum, or which cannot otherwise be terminated at-will without requiring payment of severance;

(v) any Contract that is a Collective Bargaining Agreement;

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

(vii) any Contract prohibiting the Seller from freely engaging in any material business (other than pursuant to any radius restriction contained in any

lease, reciprocal easement or development, construction, operating or similar agreement);

(viii) any Contract relating to Indebtedness;

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

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

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

(xii) any Contract with any Related Party (other than employment Contracts otherwise disclosed in this Section 3.5(a)).

(b) Each Material Contract is valid and binding on the Seller in accordance with its terms and is in full force and effect. Since January 1, 2023, except as set forth on Section 3.5(b) of the Disclosure Schedule, neither the Seller nor, to the Seller's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) any Material Contract. The Seller has not provided or received from any other party thereto any notice of any intention to terminate any Material Contract.

(c) Section 3.5(c) of the Disclosure Schedule sets forth a true, complete and correct list of all Shared Contracts.

Section 3.6 Legal Compliance. The Business is, and since January 1, 2023 has been, conducted in compliance in all material respects with, and each of the Seller and Solutions (with respect to the Business) is, and since January 1, 2023 has been, in compliance in all material respects with, all applicable Laws relating to the operation of the Business and the Acquired Assets, and neither the Seller nor Solutions (with respect to the Business) has received any written (or, to the Seller's Knowledge, verbal) notice since January 1, 2023 relating to any noncompliance or alleged noncompliance, violations or alleged violations or material defaults under any Law, Decree or any Permit, or any investigations thereof, in each case, with respect to the Business or the Acquired Assets.

Section 3.7 Litigation. Except as set forth on Section 3.7 of the Disclosure Schedule, there is no, and since January 1, 2024 there has not been any, Litigation pending or, to the Knowledge of the Seller, threatened, brought by or against the Seller or Solutions (with respect to the Business) involving or in connection with the Business or the Acquired Assets, and including any investigations by any attorney general or similar office on behalf of any Governmental Entity. None of the Seller, Solutions (with respect to the Business) or any of the Acquired Assets are subject to any Decree with respect to the Business or any of the Acquired Assets.

Section 3.8 Environmental, Health and Safety Matters.

(a) The Seller and Solutions (with respect to the Business) is, and since January 1, 2020, has been, in compliance with all applicable Environmental, Health and Safety Requirements with respect to the Leased Real Property, except in any such case where the failure to be in compliance would not result in a material Liability, and there are no Liabilities under any Environmental, Health and Safety Requirements with respect to the Business which would not result in a material Liability.

(b) Since January 1, 2020, neither the Seller nor Solutions (with respect to the Business) has not received any written notice or report regarding any violation of Environmental, Health and Safety Requirements or any Liabilities relating to the Business or any Leased Real Property arising under Environmental, Health and Safety Requirements. There are no Decrees outstanding, or any Litigation pending or, to the Knowledge of the Seller, threatened, relating to compliance with or Liability under any Environmental, Health and Safety Requirements affecting the Business or any Leased Real Property.

(c) The Seller has made available to the Buyer such environmental, health and safety reports, documents, studies, analyses, investigations, audits and reviews in the Seller's possession as necessary to reasonably disclose to the Buyer any environmental, health or safety liability known to the Seller with respect to the Leased Real Property which would not result in a material Liability.

Section 3.9 Employees and Employment Matters.

(a) Section 3.9(a) of the Disclosure Schedule sets forth the following information for each Business Employee: (i) name, (ii) job title, (iii) hire date, (iv) full-time or part-time status, (v) employing entity, (vi) exempt or non-exempt classification, (vii) annual salary or hourly wage rate (as applicable), (viii) work location (by city, state and country, with a separate column for each) and (ix) leave status (including type of leave, start date, and anticipated return date, if known) (the "Business Employee List"). The Business Employees set forth on the Business Employee List are sufficient in number and skill to operate the Business in substantially the same manner as it was operated prior to the Closing, except for those services that will be provided pursuant to the Transition Services Agreement.

(b) Neither the Seller nor Solutions (with respect to any Business Employee) is a party to or bound by any Collective Bargaining Agreement and no Business Employees are represented by any union, works council or other labor organization or employee representative with respect to their employment. There is no, and for the last three (3) years there has not been any, pending or, to the Knowledge of the Seller, threatened strike, walkout, work stoppage, slowdown, picketing, hand billing, unfair labor practice charge, material labor grievance, material labor arbitration or other material collective bargaining or labor dispute or union organizing activities against or affecting the Seller or Solutions (with respect to the Business) or involving any Business Employees. Neither the Seller nor Solutions (with respect to the Business) has committed any material unfair labor

practice with respect to the Business or involving any Business Employees within the last three (3) years.

(c) Within the last three (3) months, neither the Seller nor Solutions (with respect to any Business Employee) has implemented any plant closing or layoff of the Transferred Employees in violation of the United States Worker Adjustment and Retraining Notification Act, as amended, or any similar Law (collectively, the "WARN Act"). Section 3.9(c) of the Disclosure Schedule sets forth by job title, termination date and primary work location, any employee of the Seller or Solutions (with respect to any Business Employee) or their respective Affiliates who has experienced or is expected to experience an "employment loss" under the WARN Act on or within ninety (90) days prior to the Closing, at any site of employment where a Business Employee is located (the "WARN List"), which the Seller will update on the Closing Date.

(d) The Seller and Solutions (with respect to any Business Employee) have, as applicable, investigated, and taken reasonable corrective action (where warranted) with respect to, all allegations of sexual harassment or other harassment, discrimination or retaliation involving any Business Employee in the last three (3) years. Neither the Seller nor Solutions (with respect to any Business Employee) reasonably expect any material Liability with respect to any such allegations or that any such allegations would, if known to the public, bring any of the Business or the Acquired Assets into material disrepute.

(e) To the Seller's Knowledge, no Business Employee, former employee of either the Seller or Solutions (with respect to the Business) dedicated to the Business or any current or former Service Provider is in any material respect in violation of any term of any employment agreement, fiduciary duty, nondisclosure agreement, noncompetition agreement or restrictive covenant obligation which implicates such Person's right to be employed or engaged to provide services to the Business.

(f) There are no written employment contracts or severance agreements with any Business Employees.

Section 3.10 Employee Benefit Plans.

(a) Section 3.10 of the Disclosure Schedule sets forth a true, correct and complete list of each Employee Benefit Plan that the Seller or one of its Affiliates maintains with respect to the current and former Business Employees and Service Providers. With respect to each such Employee Benefit Plan:

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

(ii) the Seller has made available to the Buyer copies of all such Employee Benefit Plans.

(b) Each Employee Benefit Plan has been established, funded, maintained and administered, in each case, in all material respects, in accordance with its terms and all applicable Laws. There is no material pending or, to the Knowledge of the Seller, threatened, Litigation relating to the Employee Benefit Plans. Neither the Seller nor any of its ERISA Affiliates has maintained, sponsored, contributed to, or been required to contribute to, nor has ever had any obligation to maintain, sponsor or contribute to, nor has any Liability (fixed, contingent or otherwise, including as an ERISA Affiliate) (i) any plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the IRC, (ii) any "multiemployer plan" (as defined in Section 3(37) of ERISA), (iii) any "multiple employer plan" (as defined in Section 413(c) of the IRC), (iv) any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA) or (v) any "defined benefit" plan within the meaning of Section 414(j) of the IRC or Section 3(35) of ERISA (whether or not subject thereto).

(c) To the Seller's Knowledge, neither the Seller nor any of its ERISA Affiliates have: (i) incurred or reasonably expect to incur, directly or indirectly, any Liability under Title I or Title IV of ERISA or related provisions of the IRC or applicable Law relating to any employee benefits; (ii) failed to timely pay premiums to the Pension Benefit Guaranty Corporation; (iii) withdrawn from any pension plan under circumstances resulting (or expected to result) in Liability (fixed, contingent or otherwise, including as an ERISA Affiliate); or (iv) engaged in any transaction which would give rise to Liability (fixed, contingent or otherwise, including as an ERISA Affiliate) under Section 4069 or Section 4212(c) of ERISA.

(d) To the Seller's Knowledge, other than as required under Section 4980B of the IRC or other applicable Law, no Employee Benefit Plan provides benefits or coverage in the nature of health, life or disability insurance following retirement or other termination of employment (other than death benefits when termination occurs upon death and except to the extent of coverage is required under COBRA for which the participant pays the full amount of the required premiums or contributions).

Section 3.11 Leased Real Property.

(a) The Seller does not own any real property. Section 3.11(a) of the Disclosure Schedule sets forth a true, correct and complete list of all real property leased by the Seller (the "Leased Real Property"), including the address of each Leased Real Property and a true, correct and complete list of all Leases for such Leased Real Property. The Leased Real Property constitutes all of the real property leased, occupied or otherwise used in connection with the Business as currently conducted.

(b) The Seller has made available to the Buyer true and complete copies of such Leases. With respect to each of the Leases:

(i) such Lease is legal, valid, binding, enforceable and in full force and effect against the Seller subject to proper authorization and execution of such Lease by the other party thereto and the application of any bankruptcy or other creditor's rights Laws; and

(ii) Except as to the pendency of the Sellers' Chapter 11 Cases, the Seller is not in breach or default under such Lease.

Section 3.12 Permits. Section 3.12 of the Disclosure Schedule contains a true, correct and complete list of all Permits (other than building/construction permits pulled by the Seller with respect to individual jobs) held by the Seller or used or held for use in connection with the Business (collectively with building/construction permits pulled by the Seller with respect to individual jobs, the "Business Permits" and each, a "Business Permit"), together with an indication of whether such Business Permits are Assumable Permits. All Business Permits are valid and in full force and effect and the Seller is not in default under, or in violation of, any Business Permit. There is no Litigation pending, nor to the Knowledge of the Seller, threatened, that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any Business Permits.

Section 3.13 Insurance. Section 3.13 of the Disclosure Schedule contains a true, correct and complete list of all material, primary, excess and umbrella insurance policies, bond and other forms of material insurance owned or held by or on behalf, or providing insurance coverage to the Business or the Acquired Assets, the Seller and its operations, properties and assets (collectively, the "Insurance Policies"), excluding director and officer, fiduciary or executive liability policies. The term "Insurance Policies" does not include policies of insurance that fund or relate to any Employee Benefit Plan. All of the Insurance Policies are in full force and effect and no written notice of cancellation or termination has been received by the Seller with respect to any of the Insurance Policies.

Section 3.14 Absence of Changes. Except as set forth on Section 3.14 of the Disclosure Schedule, except with respect to the Sellers' Chapter 11 Cases, since January 1, 2024, (a) the Business has been conducted only in the Ordinary Course of Business, and (b) there is no state of facts, change, event, effect, development, condition, circumstance or occurrence that has occurred or, to the Knowledge of the Seller, been threatened that (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences), individually or in the aggregate, has had or is reasonably likely to have, a Material Adverse Effect.

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

Section 3.16 Taxes. Each of the Seller and Solutions (with respect to the Business) has complied with all Laws relating to Taxes in all material respects. Each of the Seller and Solutions

(with respect to the Business) has timely filed all income and other material Tax Returns required to be filed by it with respect to the Business, Acquired Assets or Business Employees and all such Tax Returns were true, correct and complete in all respects. All Taxes due and owing by the Seller and Solutions (with respect to the Business) (including Taxes withheld or required to have been withheld by the Seller) have been timely paid in full. There are no Liens for Taxes (other than Permitted Liens) on any of the Acquired Assets. There are no Tax audits, assessments or other actions in process or pending with respect to the Business, Acquired Assets or Business Employees. Neither the Seller nor Solutions (with respect to the Business) has (i) received from any Governmental Entity any Tax ruling, administrative relief, technical advice or change of method of accounting relating to or affecting the Business, Acquired Assets or Business Employees or made any request therefor that is still pending or (ii) executed or entered into a closing agreement relating to or affecting the Business, Acquired Assets or Business Employees pursuant to Section 7121 of the IRC or any predecessor provision thereof or any similar provision of any Law. Neither the Seller nor Solutions (with respect to the Business) has received a written claim from a Governmental Entity in a jurisdiction in which it does not file a Tax Return that it may be subject to taxation by (or required to file a Tax Return in) that jurisdiction that has not yet been settled or otherwise resolved. Neither the Seller nor Solutions (with respect to the Business)has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency, which waiver or extension is currently effective, nor has the Seller or Solutions (with respect to the Business) made any request in writing for any such extension or waiver that is currently outstanding.

Section 3.17 Brokers. Except for Jefferies LLC, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Seller Parties. Following the Closing, neither of the Seller Parties nor any of their respective Affiliates shall have any Liability to any broker, finder or investment banker in connection with the transactions contemplated by this Agreement.

Section 3.18 Related Party Transactions. Except as set forth on Section 3.18 of the Disclosure Schedule, no Related Party is a party to any Contract with the Seller or Solutions (with respect to the Business) (other than offer letters in the form made available to Buyer or employment Contracts otherwise disclosed in Section 3.5(a) of the Disclosure Schedule) nor does any Related Party have any interest in any Contract or property used by the Seller or Solutions (with respect to the Business) in connection with or relating to the Business (collectively, the "Related Party Agreements"). To the Knowledge of the Seller, no Related Party possesses, directly or indirectly, any financial interest in, or is an employee, officer or director of, any Person that is a material customer, supplier, lessor, lessee or competitor of the Seller or the Business.

Section 3.19 Warranties. Section 3.19 of the Disclosure Schedule sets forth a true, complete and correct list of all forms of express warranties or guaranties made or offered by the Seller since January 1, 2023 as to the sale, delivery or performance of any product or service of the Business (a "Warranty"), and there is no pending or, to the Knowledge of the Seller, threatened claim alleging any breach of any Warranty.

Section 3.20 No Other Representations or Warranties. Except for the representations and warranties of the Seller Parties contained in this Agreement (as qualified, amended,

supplemented and modified by the Disclosure Schedule) and the Related Agreements, neither the Seller Parties nor any other Person makes (and the Buyer is not relying upon) any other express or implied representation or warranty with respect to the Seller Parties, the Business, the Acquired Assets (including the value, condition or use of any Acquired Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and the Seller Parties disclaim any other representations or warranties, whether made by the Seller Parties, any Affiliate of the Seller Parties or any of their respective officers, directors, employees, agents or Representatives. Except for the representations and warranties of the Seller Parties contained in this Agreement (as qualified, amended, supplemented and modified by the Disclosure Schedule) and the Related Agreements, each of the Seller Parties (i) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Acquired Assets (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose, or of the probable success or profitability of the ownership, use or operation of the Business or the Acquired Assets by the Buyer after the Closing), and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyer or its Affiliates or Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyer by any director, officer, employee, agent, consultant or Representative of the Seller Parties). The disclosure of any matter or item in the Disclosure Schedule shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller Parties as of the date hereof and as of the Closing as follows:

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

Section 4.2 **Authorization of Transaction**.

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

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

(c) This Agreement has been duly and validly executed and delivered by the Buyer, and, upon execution and delivery of the Related Agreements in accordance with the

terms of this Agreement, each of the Related Agreements to which the Buyer is a party will have been duly and validly executed and delivered by the Buyer. Assuming that this Agreement constitutes a valid and legally binding obligation of the Seller Parties, this Agreement constitutes a valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity. Assuming that each Related Agreement constitutes a valid and legally binding obligation of the Seller Parties, each Related Agreement to which the Buyer is a party, when executed and delivered, constituted or will constitute the valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with the respective terms and conditions or the Related Agreements, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

Section 4.3 **Noncontravention**. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, neither the execution and delivery of this Agreement by the Buyer, nor the consummation of the transactions contemplated hereby by the Buyer (including the assignments and assumptions referred to in Article II), will (i) conflict with or result in a breach of the certificate of formation, or limited liability company agreement, or other organizational documents of the Buyer, (ii) violate any Law to which the Buyer is, or its assets or properties are subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract to which the Buyer is a party or by which it is bound, except, in the case of either clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, reasonably be expected to have an adverse effect on the ability of the Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements. The Buyer is not required to give any notice to, make any filing with or obtain any authorization, consent or approval of any Governmental Entity in order for the Buyer to consummate the transactions contemplated by this Agreement or any of the Related Agreement, and except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to have an adverse effect on the ability of the Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements.

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

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

Section 4.6 **Financial Capacity**. The Buyer will have at the Closing sufficient funds available to pay the Closing Purchase Price and any other expenses and payments incurred by the Buyer in connection with the transactions contemplated by this Agreement.

Section 4.7 **Condition of the Business**. Notwithstanding anything contained in this Agreement to the contrary, the Buyer acknowledges and agrees that the Seller Parties are not making any representations or warranties whatsoever, express or implied, beyond those expressly set forth in this Agreement (as amended, supplemented and modified by the Disclosure Schedule) and the Related Agreements, and the Buyer acknowledges and agrees that, except for the representations and warranties contained herein and therein, the Acquired Assets and the Business are being transferred on a "where is" and, as to condition, "as is" basis. Any claims the Buyer or any of its Affiliates may have for breach of representation or warranty shall be based solely on the representations and warranties set forth in this Agreement (as amended, supplemented and modified by the Disclosure Schedule) and the Related Agreements. The Buyer further represents that neither the Seller Parties nor any other Person has made, and the Buyer is not relying upon, any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement or the Related Agreements, and neither the Seller Parties nor any other Person will have or be subject to any liability to the Buyer or any other Person resulting from the distribution to the Buyer or any of its Representatives or the Buyer's use of any such information. The Buyer represents that it is a sophisticated entity that was advised by knowledgeable counsel and financial and other advisors and hereby acknowledges that it has conducted, to its satisfaction, its own independent investigation and analysis of the Business (including its financial condition), the Acquired Assets and the Assumed Liabilities and, in making the determination to proceed with the transactions contemplated by this Agreement, the Buyer has relied solely on the results of its own independent investigation and the express representations and warranties set forth in this Agreement and the Related Agreements. Notwithstanding anything to the contrary, nothing in this Section 4.7 shall be deemed to constitute a waiver by the Buyer of fraud, gross negligence, bad faith or willful misconduct on the part of the Seller Parties or their respective Affiliates, Related Parties or Representatives.

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

Section 4.9 **Good Faith Purchaser**. There exists no facts or circumstances that would cause, or be reasonably expected to cause, the Buyer not to qualify as a "good faith" purchaser, as such term is used in the Bankruptcy Code and court decisions thereunder. The Buyer is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Acquired Assets. The Buyer has negotiated and entered into this Agreement in good faith and without collusion or fraud of any kind.

ARTICLE V
PRE-CLOSING COVENANTS

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

Section 5.1 Certain Efforts; Cooperation. Subject to the Seller's fiduciary duties in connection with pursuing an Alternative Transaction pursuant to, and in accordance with, the Bidding Procedures Order, each of the Parties shall use commercially reasonable best efforts to (a) obtain entry of the Bidding Procedures Order and Sale Order, (b) satisfy the condition to Closing set forth in Section 7.3(c) (provided, that the obligations of the Seller Parties pursuant to this Section 5.1(b) shall be limited to using commercially reasonable best efforts to cooperate with and assist the Buyer in obtaining the authorizations and Permits described in Section 7.3(c)), (c) obtain the approval of the State of Florida for the transfer of any deposit held by the State of Florida with respect to the Seller's home warranty services and credit thereof against the cash and cash equivalents required to be held by the Buyer or its designee to operate the Seller's home warranty service and (d) to make effective the transactions contemplated by this Agreement on or prior to the End Date, except as otherwise expressly provided in this Agreement. Without limiting the generality of the foregoing, each of the Parties shall use commercially reasonable best efforts not to take any action, or permit any of its Subsidiaries to take any action, to materially diminish the ability of any other Party to consummate, or materially delay any other Party's ability to consummate, the transactions contemplated hereby, including taking any action that is intended or would reasonably be expected to result in any of the conditions to any other Party's obligations to consummate the transactions contemplated hereby set forth in Article VII to not be satisfied.

Section 5.2 Notices and Consents. The Seller Parties shall (a) consult with the Buyer before making any general notices or any other material communications to any employees, customers, vendors or suppliers of the Seller Parties regarding any material changes to the operations of the Business (other than in connection with the Sellers' Chapter 11 Cases) and (b) provide the Buyer with contemporaneous copies of any general notices or any other material communications to any employees, customers, vendors or suppliers of the Seller Parties regarding this Agreement or the transactions contemplated hereby.

Section 5.3 Bankruptcy Actions.

(a) The Seller Parties shall use commercially reasonable best efforts to cause each of the Bidding Procedures Order and the Sale Order to be issued, entered and become a Final Order (it being acknowledged and agreed that, to the extent necessary to comply with the Milestones, the Seller Parties shall seek expedited or special hearing dates in connection with the sale process), including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court.

(b) The Seller Parties shall provide appropriate notice of the request for relief specified in and the hearings before the Bankruptcy Court to consider the Bidding Procedures, Sale Motion, and any other motions, orders, hearings, or other Proceedings in the Bankruptcy Court relating to this Agreement and the transactions contemplated herein, as is required by the Bankruptcy Code, the Bankruptcy Rules, and all other applicable Laws

to all Persons entitled to notice, including all Persons that have asserted Liens in the Acquired Assets, all parties to Contracts and Leases, all Taxing and environmental authorities in jurisdictions applicable to the Seller Parties, any notice by publication as may be requested by the Buyer, and such additional notice as the Bankruptcy Court shall direct. The Seller Parties shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court.

(c) Following entry of the Bidding Procedures Order, the Seller shall serve a cure notice (the "Cure Notice") by first class mail on all non-debtor counterparties to all Contracts and Leases and provide a copy of the same to the Buyer. The Cure Notice shall inform each recipient that its respective Contract or Lease may be designated by the Buyer as either assumed or rejected, and the timing and procedures relating to such designation, and, to the extent applicable (i) the title of the Contract or Lease, (ii) the name of the counterparty to the Contract or Lease, (iii) the Seller's good-faith estimates of the Cure Amounts required in connection with such Contract or Lease, (iv) the identity of the Buyer, and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure, and the procedures relating thereto.

(d) The Seller Parties shall comply with the following milestones (each a "Milestone" and collectively, the "Milestones") set forth below:

(i) The Petition Date shall be no later than five (5) Business Days of the date of this Agreement;

(ii) No later than two (2) Business Days after the Petition Date, the Seller Parties shall file with the Bankruptcy Court a motion seeking entry of the Bidding Procedures Order;

(iii) No later than thirty-seven (37) days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order; and

(iv) No later than ninety (90) days after the Petition Date, the Bankruptcy Court shall have entered the Sale Order (to the extent the Buyer is the Successful Bidder or the Back-up Bidder).

(e) Notwithstanding Section 5.3(d), the Seller Parties shall use their respective reasonable best efforts (i) to cause the Bankruptcy Court to enter the Bidding Procedures Order no later than thirty (30) days after the Petition Date, (ii) to hold the Auction no later than seventy (70) days after the Petition Date, and (ii) to cause the Bankruptcy Court to enter the Sale Order (to the extent the Buyer is the Successful Bidder or the Back-up Bidder) no later than seventy-five (75) days after the Petition Date.

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

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

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

Section 5.4 **Conduct of Business**. Except as may be (i) required by the Bankruptcy Court, the Bankruptcy Code, or applicable Law, or (ii) agreed to in writing by the Buyer, from the date hereof until the Closing or earlier termination of this Agreement, the Seller and Solutions (with respect to the Business) shall:

(a) operate the Business in the Ordinary Course of Business (taking into account the Sellers' Chapter 11 Cases), including maintaining levels of insurance, maintaining and protecting all material Intellectual Property, and performing maintenance and repairs;

(b) use commercial reasonable efforts to preserve the material business relationships with customers, suppliers, distributors and others with whom the Seller deal in the Ordinary Course of Business (including timely payment of post-petition accounts payable, purchasing and maintaining appropriate levels of Inventory, performing all required maintenance and repairs, making capital expenditures and collecting receivables);

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

(d) maintain in effect all material Permits (without limiting the foregoing, including servicing existing service warranties in the normal course of business, including timely claims adjudication);

(e) not sell, transfer, lease, sublease, license, abandon, encumber, or otherwise dispose of any Acquired Assets other than (i) immaterial dispositions thereof, (ii) in respect of any debtor-in-possession financing obtained by the Seller Parties in connection with Sellers' Chapter 11 Cases, or (iii) Inventory sold or disposed of in the Ordinary Course of Business; provided, that in no event shall the Seller sell or dispose of Inventory in a bulk sale;

(f) not subject any of the Acquired Assets to any Lien other than Permitted Liens or as otherwise provided for in the pleadings concerning debtor-in-possession financing in the Sellers' Chapter 11 Cases;

(g) not modify, amend, terminate or waive any rights under any Contract that is or could be an Assumed Contract as of the Closing (as determined by Section 2.8) or

enter into any Contract (i) that would be material to the Business (other than in the Ordinary Course of Business) or (ii) with any Related Party;

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

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

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

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

(l) not incur or suffer to exist any indebtedness for borrowed money except for any such indebtedness that is an Excluded Liability or in respect of any debtor-in-possession financing obtained by the Seller Parties in connection with Sellers' Chapter 11 Cases;

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

(n) not merge or consolidate with or into any legal entity, dissolve, liquidate or otherwise terminate its existence, or issue, transfer, sell, pledge, dispose or encumber any shares or capital stock or other equity interests;

(o) not implement or announce any employee layoffs, furloughs, reductions-in-force, plant closings, material reductions in compensation or other similar actions, in each case, that could violate the WARN Act;

(p) not hire, engage or terminate (other than for terminations for cause) any Business Employee or Service Provider with annual compensation in excess of $50,000; provided, that this Section 5.4(p) will not apply to the hiring of any individual who would become a Service Technician, which will be governed by Section 5.12(b);

(q) not waive or release any noncompetition, nonsolicitation, nondisclosure or other restrictive covenant obligation of any Business Employee, former employee of the Seller or Solutions (with respect to the Business), or current or former Service Provider;

(r) not (i) negotiate, modify, extend, terminate or enter into any Collective Bargaining Agreement, or (ii) recognize or certify any union, works council or other labor

organization or employee representative as the bargaining representative for any Business Employees;

(s) not modify the duties or responsibilities of (i) any Business Employee such that he or she no longer satisfies the definition of a Business Employee, or (ii) any individual who is not a Business Employee such that he or she would become a Business Employee;

(t) other than as required by the terms of any Employee Benefit Plan in effect on the date hereof, (i) increase the compensation or benefits payable or due or to become payable to any current or former Business Employees or Service Providers, other than in the Ordinary Course of Business (taking into account the Sellers' Chapter 11 Cases) or pursuant to a court approved key employee retention plan or key employee incentive plan; (ii) establish, adopt, amend, modify or terminate any Employee Benefit Plan, or any other benefit or compensation plan, program, policy, agreement or arrangement that would constitute an Employee Benefit Plan if in effect on the date hereof; (iii) increase or accelerate the funding, payment or vesting of the compensation or benefits provided to any current or former Business Employees or Service Providers, including under any Employee Benefit Plan; or (iv) grant any cash or equity or equity-based incentive awards, bonus, retention, change in control, transaction, severance or similar compensation; and

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

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

Section 5.6 Access. The Seller Parties shall (a) cooperate with and assist the Buyer in determining, planning, preparing for and implementing transition arrangements for the Business following the Closing and (b) upon reasonable advance written request by the Buyer, permit the Buyer and its Representatives to have reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of the Seller, to all premises, properties, personnel, Records, Contracts and Leases related to the Business, in each case, for the purposes of evaluating the Business, determining, planning, preparing for and implementing transition arrangements for the Business following the Closing, and consummating the transactions contemplated hereby; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law. Without limiting the foregoing, the Seller Parties

shall use commercially reasonable efforts to make Business Employees and individual natural Service Providers available to the Buyer for the purpose of allowing the Buyer to interview each such Business Employee and Service Provider in connection with implementing transition arrangements for the Business following the Closing; provided, that a Representative of the Seller Parties shall have the right to be present during any such interview so long as such attendance does not unreasonably delay such interviews.

Section 5.7 Bulk Transfer Laws. The Seller Parties shall ensure that the Sale Order shall provide either that (a) the Seller has complied with any applicable bulk sale or bulk transfer Laws of any jurisdiction in connection with the transactions contemplated by this Agreement or (b) compliance with such Laws described in clause (a) is not necessary or appropriate under the circumstances. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Liens other than Permitted Liens in the Acquired Assets to the maximum extent permitted by Law, including any Liens arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

Section 5.8 Transfer of Permits. From and after the date hereof, and for up to one hundred eighty (180) days after the Closing Date, the Seller shall reasonably cooperate to transfer to the Buyer as of the Closing Date (or as soon as reasonably practicable thereafter) all Permits included in the Acquired Assets; provided, that the Buyer shall compensate the Seller for any reasonable, out-of-pocket, non-fixed costs with respect to the foregoing. To the extent that the Buyer has not obtained all of the Permits included in the Acquired Assets that are necessary for the Buyer to take title to all of the Acquired Assets at the Closing and to operate all aspects of the Business as of immediately following the Closing in the same manner in all material respects as it was operated by the Seller immediately prior to the Closing, the Seller shall, to the extent permitted by applicable Laws, use commercially reasonable efforts to maintain after the Closing such Permits that the Buyer reasonably requests, at the Buyer's sole expense, until the earlier of the time the Buyer has obtained such Permits and three (3) months following the Closing (or the remaining term of any such Permit, if shorter).

Section 5.9 Bankruptcy Court Approval. The Buyer and the Seller acknowledge that, under the Bankruptcy Code, the sale of the Acquired Assets is subject to approval of the Bankruptcy Court. The Buyer and the Seller acknowledge that to obtain such approval, the Seller must demonstrate that it has taken reasonable steps to obtain the highest or best value possible for the Acquired Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Acquired Assets to prospective bidders, entertaining higher or better offers from qualified bidders and, if necessary, conducting an Auction and selling the Acquired Assets to another qualified bidder.

Section 5.10 Replacement Contracts. The Seller shall use commercially reasonable efforts to assist the Buyer in its efforts to enter into new Contracts with each of the counterparties to the Shared Contracts that are material to the operation of the Business and requested by the Buyer, and the Buyer shall use commercially reasonable efforts to enter into new Contracts with each of the counterparties to such Shared Contracts prior to the Closing. Without limiting the foregoing, prior to Closing, the Seller Parties shall cause the individual employed by the Seller or

Solutions who has the authority to assign and transfer the vehicles used by the Seller pursuant to the Enterprise Lease to assign and transfer, or cause to be assigned or transferred, such vehicles to the Buyer; provided, however, that the obligations of the Seller Parties set forth in this sentence shall be contingent upon the Buyer entering into a new lease arrangement with Enterprise Fleet Management, Inc. (or an Affiliate thereof) with respect to such vehicles prior to the Closing.

Section 5.11 Public Announcements and Communications. Neither the Buyer, on the one hand, nor the Seller Parties, on the other hand, shall issue any public report, statement, press release or otherwise make any public statement regarding this Agreement or the transactions contemplated hereby, without the prior written consent of the other Parties, unless otherwise required by applicable Law, in which case such Party shall coordinate and consult with the other Party with respect to the timing, basis, scope and content before issuing any such report, statement or press release; provided, however, that nothing in this Section 5.11 shall (a) delay any required filing or other disclosure with the Bankruptcy Courts, or any other Governmental Entity or otherwise hinder the Seller Parties' ability to timely comply with all Laws (including the Bankruptcy Code and the WARN Act) or (b) prohibit any public announcement containing information that is otherwise generally available to the public (including as a result of any filing or other disclosure with the Bankruptcy Court, or any other Governmental Entity).

Section 5.12 Employee Matters.

(a) Prior to the Closing, at the Buyer's written request, the Seller and Solutions will (i) pay retention bonuses to the Business Employees identified by the Buyer or (ii) enter into retention bonus agreements, on a form reasonably acceptable to the Buyer, with the Business Employees identified by the Buyer (the "Retention Bonus Agreements" and any amounts paid to Business Employees (including any withholding amounts, but exclusive of any employer payroll taxes or expenses) prior to the Closing pursuant to this Section 5.12(a), the "Pre-Closing Retention Payments"). Any Retention Bonus Agreements entered into pursuant to this Section 5.12(a) at the Buyer's request will be Assumed Contracts. The Seller and Solutions will not be required to make Pre-Closing Retention Payments pursuant to this Section 5.12(a) in an amount greater than $500,000.

(b) Prior to the Closing, in the event that the Seller or Solutions proposes to hire or engage any individual who would become a Service Technician and who does not fully satisfy the standards set forth in items 4, 5, 6 and 7 of Section 5.12(b) of the Disclosure Schedule, the Seller or Solutions, as applicable, will deliver written notice thereof to the Buyer. The Buyer will have the right, within three (3) Business Days of the Buyer's receipt of such notice, to reject the hiring of such individual by delivering written notice to the Seller or Solutions, as applicable. In the event that the Buyer has not delivered such notice rejecting the hiring of such individual within three (3) Business Days of the Buyer's receipt of such notice from the Seller or Solutions, then the Seller or Solutions, as applicable, may proceed with hiring such individual. On a monthly basis prior to the Closing, the Seller will deliver to Buyer a list of all individuals that the Seller or Solutions has hired or engaged who is a Service Technician, including for each such individual information regarding such individual's years of experience, licensure and pay rate. Notwithstanding anything to the contrary contained herein, in order for a Service Technician who is hired between the date of this Agreement and the Closing to be taken into account for purposes of satisfying the

condition set forth in Section 7.1(f), such Service Technician must satisfy the standards set forth in items 1, 2 and 3 of Section 5.12(b) of the Disclosure Schedule.

(c) Prior to the Closing, Solutions agrees that the restrictions contained in clauses (a), (b) and (c) of Section 5 of the Confidentiality Agreement will be waived in full with respect to the individuals set forth in Section 5.12(c) of the Disclosure Schedule; provided, that the restriction on hiring any such individual contained in Section 5(c) of the Confidentiality Agreement shall remain in full force and effect. Following the Closing, the Buyer agrees that the restriction on hiring contained in Section 5(c) of the Confidentiality Agreement shall remain in full force and effect, notwithstanding the termination of the Confidentiality Agreement contemplated by Section 9.1, solely with respect to the individuals set forth in Section 5.12(c) of the Disclosure Schedule until the earlier of June 30, 2025 and the date on which the applicable individual's employment with Solutions is terminated.

Section 5.13 Enforcement of Certain Covenants. During the period beginning upon the execution of this Agreement and ending upon the Closing, the Seller Parties shall, at the reasonable request of the Buyer, take such action as necessary to preserve and enforce the rights of the Seller Parties that are set forth in Section 5.13 of the Disclosure Schedule; provided, that the costs, expenses and fees (including legal fees) incurred by the Seller Parties pursuant to this Section 5.13 shall not exceed $[redacted] in the aggregate, unless approved in writing by the Buyer, and such costs, expenses and fees shall be reimbursed by the Buyer within seven (7) days' of the Buyer's receipt of a written request for reimbursement or payment from the Seller Parties; provided further, that the obligations of the Seller Parties hereunder and under the Transition Services Agreement shall not require the Seller Parties to assume any contract that might be executory, confirm a chapter 11 plan or otherwise take any action in the Sellers' Chapter 11 Cases that the Seller Parties determine is not in the best interest of the Seller Parties' estates. The Buyer's obligation to reimburse the Seller Parties shall survive termination of this Agreement solely to the extent that such reimbursement obligation was incurred as a result of actions taken by the Seller Parties at the Buyer's direction prior to Closing pursuant to this Section 5.13. Without limiting the Seller Parties' remedies, to the extent the Deposit is owed to the Buyer pursuant to Section 2.6(b),the Seller Parties may offset any amounts owed under this Section 5.13 against the Deposit and the Buyer and Solutions shall instruct the Escrow Agent to release such offset amount to Solutions. In the event that either Seller Party becomes aware of any breach or potential or threatened breach of the rights of the Seller Parties that are set forth in Section 5.13 of the Disclosure Schedule, such Seller Party will promptly provide written notice thereof to the Buyer. For the avoidance of doubt, the Seller Parties shall have no obligation to take any action under this Section 5.13, if such action would result in costs, expenses and fees incurred by the Seller Parties in excess of $[redacted] and the Buyer has not approved such costs, expenses and fees.

Section 5.14 Facility Matters.

(a) During the ten (10) day period following the date of this Agreement, the Buyer shall engage in the negotiation of a new lease agreement, to be entered into by the Seller in accordance with Section 5.14(b), with respect to (i) the Existing Facility and/or (ii) the New Facility; provided that, during such ten (10) day period, the Buyer shall keep the Seller Parties reasonably informed with respect to such negotiations. Following such

ten (10) day period, the Seller shall deliver written notice to the Buyer electing to either (A) extend the Buyer's negotiation period with respect to the New Facility or (B) assume control over the negotiation of the lease agreement with respect to the New Facility (which, for the avoidance of doubt, will not impact or restrict the Buyer's ability to negotiate a new lease agreement with respect to the Existing Facility); provided, that if the Seller does not deliver any such notice at any time following such ten (10) day period, then it will be deemed to have elected to extend the Buyer's negotiation period with respect to the New Facility until such time as it delivers a notice assuming control over the negotiation of the lease agreement with respect to the New Facility.

(b) If the Seller elects to assume control over the negotiations of the lease agreement for the New Facility pursuant to Section 5.14(a)(B), then the Seller shall (i) keep the Buyer reasonably informed with respect to the negotiations of the new lease agreement for the New Facility, which such lease agreement will be consistent in all respects with the terms set forth in Section 7.1(h) of the Disclosure Schedule (other than any inconsistent terms that the Buyer provides its written consent with respect thereto) and (ii) deliver written notice to the Buyer no later than one (1) Business Day prior to executing a lease agreement for the New Facility, which such notice will include a copy of the fully negotiated lease agreement for the New Facility. The Buyer may, at any time within the one (1) Business Day period following the Buyer's receipt of the notice contemplated by the preceding sentence, deliver written notice to the Seller electing for the Seller to not enter into such new lease agreement for the New Facility (a "Lease Rejection Notice"). In the event that the Buyer delivers a Lease Rejection Notice within such one (1) Business Day period, the Buyer shall be automatically deemed to have waived the conditions set forth in Section 7.1(g) and Section 7.1(h). In the event that the Buyer does not deliver a Lease Rejection Notice, then the Seller will deliver a copy of the fully executed lease agreement for the New Facility to the Buyer promptly following the execution thereof.

(c) No later than ten (10) Business Days prior to the Closing Date, the Seller shall grant the Buyer and its Representatives reasonable access to the New Facility to enable Buyer to inspect the New Facility and verify its compliance with the requirements set forth on Section 7.1(g) of the Disclosure Schedule.

ARTICLE VI
OTHER COVENANTS

The Parties agree as follows with respect to the period from and after the Closing (except as otherwise expressly stated to apply to a different period):

Section 6.1 Cooperation.

(a) Each of the Parties shall cooperate with each other, and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Acquired Assets and Assumed Liabilities from the Seller to the Buyer and to minimize the disruption to the Business resulting from the transactions contemplated hereby. Without limiting the foregoing, the Seller Parties shall reasonably (i) provide any information necessary or reasonably requested to allow the

Buyer to comply with any information reporting or withholding requirements contained in the IRC or other applicable Laws or to compute the amount of payroll or other employment Taxes due with respect to any payment made in connection with this Agreement; and (ii) provide certificates or forms, and timely execute any Tax Return, that are necessary or appropriate to establish an exemption for (or reduction in) any Transfer Tax.

(b) If any Chapter 11 plan is confirmed in the Sellers' Chapter 11 Cases and either Seller Party would cease to exist but for such Seller Party's obligations pursuant to Section 2.8(g), Section 2.8(h), Section 5.8 and Section 5.9 and the Transition Services Agreement, such Seller Party will provide Buyer with an estimate of the costs, fees and expenses of maintaining such Seller Party's existence through the pendency of such obligations solely for the purposes of the fulfilling such obligations. The Buyer may elect to pay, or cause to be paid, all such reasonable, actual and documented out-of-pocket costs, fees and expenses (not to exceed the estimate provided by the applicable Seller Party), in which event such Seller Party will continue in existence for the sole purposes of fulfilling its obligations pursuant to Section 2.8(g), Section 2.8(h), Section 5.8 and Section 5.9 and the Transition Services Agreement and will undertake no other activities. If the Buyer elects not to pay such amounts, or if at any time following such election the Buyer notifies such Seller Party that it will cease to pay such amounts, such Seller Party will be permitted to dissolve and upon such dissolution, will be released from any outstanding obligations pursuant to Section 2.8(g), Section 2.8(h), Section 5.8 and Section 5.9 and the Transition Services Agreement.

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

Section 6.3 Availability of Business Records. From and after the Closing Date, the Buyer shall promptly provide to the Seller and its Representatives (after reasonable notice and during normal business hours and without charge to the Seller), at the Seller's sole cost and expense, reasonable access to all Records included in the Acquired Assets for periods prior to the Closing (as long as such access does not unreasonably interfere with the Buyer's business operations) to the extent such access is necessary in order for the Seller to comply with (a) its

obligations under this Agreement, (b) its obligations to administer the Sellers' Chapter 11 Cases or (c) applicable Law, and so long as such access is subject to an obligation of confidentiality, and shall preserve such Records until the latest of (i) four (4) years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Sellers' Chapter 11 Cases, and (iv) in the case of Records related to Taxes, the expiration of the statute of limitations applicable to such Taxes; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law. Such access shall include access to any information in electronic form to the extent reasonably available. For a period of five (5) years following the Closing Date or the earlier dissolution of the Seller, prior to destroying any material Records included in the Acquired Assets for periods prior to the Closing, the Buyer shall notify the Seller thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and the Buyer shall permit the Seller to retain such Records at the Seller's sole cost and expense.

Section 6.4 Employee Matters.

(a) No later than ten (10) days prior to the expected Closing Date, and as otherwise reasonably requested by the Buyer, the Seller shall update the Business Employee List to reflect current census information, including any replacement or removal of a Business Employee due to termination and any other Business Employee hired by the Seller or Solutions (with respect to the Business), in each case, to the extent permitted by, and otherwise in accordance with, the terms of this Agreement. Prior to the Closing, the Buyer or one of its Affiliates shall offer employment to each Business Employee, with such employment to be effective as of and contingent upon the Closing Date, subject to completion of the Buyer's or its respective Affiliate's pre-employment screening procedures in a manner that is satisfactory to the Buyer. Business Employees who accept an offer of employment from, and actually commence employment with, the Buyer or one of its Affiliates in accordance with this Section 6.4(a) are referred to herein as the "Transferred Employees". The Seller Parties, as applicable, shall terminate the employment of each Business Employee who receives an offer of employment from the Buyer or one of its Affiliates as of immediately prior to the Closing Date, and shall retain all Liabilities with respect to all Business Employees who do not become Transferred Employees.

(b) Offers of employment made by the Buyer or one of its Affiliates pursuant to Section 6.4(a) shall include terms and conditions solely to the extent to ensure that the transactions contemplated by this Agreement do not trigger the WARN Act. The Seller Parties expressly agree to retain all obligations, Liabilities, and commitments related to the WARN Act, including any requirement to provide notice, that accrue up to and including the Closing Date. Subject to the accuracy of the WARN List, the Buyer or its applicable Affiliate shall be responsible for all liabilities under the WARN Act in relation to the termination of any Transferred Employee that occurs after the Closing Date.

(c) Transferred Employees shall cease active participation in the Employee Benefit Plans effective as of the Closing Date and shall commence participation as

Transferring Employees in the benefit plans and arrangements established or maintained by the Buyer or its Affiliates in accordance with the terms of such plans as in effect from time to time.

(d) The Seller Parties and their "selling group" (as defined in Treasury Regulation Section 54.4980B-9, Q&A-2(a) (the "Selling Group")) shall be solely responsible for providing continuation coverage under COBRA, to those individuals who are M&A qualified beneficiaries (as defined in Treasury Regulation Section 54.4980B-9, Q&A-4(a)) with respect to the Transactions (the "M&A Qualified Beneficiaries"). In the event that no member of the Selling Group maintains any group health plan at any time after the Closing Date, and as a result the Buyer or any of its Affiliates is deemed to be a successor employer (as defined in Treasury Regulation Section 54.4980B-9, Q&A-8(b)(i)) to the Selling Group for the purposes of the continuation of coverage requirements under COBRA, the Seller Parties shall be obligated to reimburse the Buyer or its Affiliates, as applicable, for the aggregate amount of any group health plan reimbursements paid under any of the Buyer's or any of its Affiliate's group health plans with respect to any of the M&A Qualified Beneficiaries to the extent such reimbursements exceed the aggregate amount of COBRA premiums paid by such M&A Qualified Beneficiaries. If and to the extent that the Buyer's or its Affiliate's group health plan pursuant to which such M&A Qualified Beneficiaries receive COBRA coverage is an insured plan, then the Seller Parties shall be obligated to reimburse the Buyer or its Affiliate, as applicable, for the amount, if any, by which the aggregate premiums paid by the Buyer or its Affiliate and individuals receiving coverage under that group health plan, is increased as a result of the requirement that the M&A Qualified Beneficiaries are required to be covered under the Buyer's or its Affiliate's group health plan. The Seller Parties shall immediately notify the Buyer in the event that the Selling Group ceases to provide continued COBRA coverage to M&A Qualified Beneficiaries for any reason other than the failure by the M&A Qualified Beneficiary to pay applicable premiums or the expiration of the required period of coverage under COBRA. The Buyer shall be responsible for providing, or causing to be provided, healthcare continuation coverage as required by COBRA to Transferred Employees (and their covered dependents) who experience a COBRA "qualifying event" following the Closing Date.

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

(i) The Seller Parties shall be liable for and ensure timely payment of all final wages, salary, commissions, bonuses and other incentive payments and other compensation owed to Business Employees and Service Providers that accrued on or prior to the Closing Date (other than vacation and other paid time off); and

(ii) Nothing in this Agreement is intended to (x) prevent the Buyer from terminating the employment of any Person who becomes a Transferred Employee on or following the Closing, (y) restrict the rights of the Buyer under applicable Law or any employment contract with respect to any employee hired by the Buyer or (z) create any third-party beneficiary rights in any Business Employee or Service

Provider of the Seller Parties or any of their respective Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining agreement representative.

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

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

Section 6.7 Reasonable, Out-of-Pocket, Non-Fixed Costs. With respect to any provision in this Agreement, including Section 2.8(b), Section 2.8(h), Section 5.8 and Section 6.2, that requires the Buyer to compensate a Seller Party for its reasonable, out-of-pocket, non-fixed costs, the Buyer and such Seller Party shall each use their commercially reasonable efforts to agree in advance in writing as to such costs pursuant to, among other things, the Transition Services Agreement or an approved budget.

Section 6.8 Post-Closing Payments.

(a) After the Closing: (i) if the Seller or any of its Affiliates receive any payment in respect of, or that is, an Acquired Asset or is otherwise properly due and owing to the Buyer in accordance with the terms of this Agreement, the Seller promptly shall remit, or shall cause to be remitted, such amount to the Buyer in accordance with this Agreement and (ii) if the Buyer or any of its Affiliates receive any payment in respect or, or that is, an Excluded Asset or is otherwise properly due and owing to the Seller or any of its Affiliates in accordance with the terms of this Agreement, the Buyer promptly shall remit, or shall cause to be remitted, such amount to the Seller in accordance with this Agreement.

(b) As of the Closing Date, the Seller hereby (i) authorizes the Buyer and any Buyer designee to open any and all mail addressed to the Seller relating to the Business or the Acquired Assets and delivered to the offices of the Business or otherwise to the Buyer or any Buyer designee if received on or after the Closing Date and (ii) appoints the Buyer, any Buyer designee or its attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments received by the Buyer of any Buyer designee after the Closing Date with respect to accounts receivable relating to work performed or products delivered by the Buyer after the Closing made payable or endorsed to the Seller or the Seller's order, for the Buyer's or any Buyer designee's own account.

Section 6.9 Post-Closing Operation of the Seller. The Seller hereby acknowledges and agrees that upon the consummation of the transactions contemplated hereby, the Buyer shall have the sole right to the use of the names and marks set forth on Exhibit E or similar or other relevant names or any service marks, trademarks, trade names, identifying symbols, logos, emblems or signs containing or comprising the foregoing, including any name or mark confusingly

similar thereto (collectively, the "Assumed Trade Names"). After the Closing Date, neither the Seller nor any of its Affiliates shall use the Assumed Trade Names or any derivatives thereof or other relevant names or service marks (collectively, the "Assumed Marks"). Within ninety (90) days after the Closing, each of the Seller Parties and their respective controlled Affiliates shall promptly file with the applicable Governmental Entities all documents reasonably necessary to delete from their names the Assumed Trade Names and/or Assumed Marks shall do or cause to be done all other acts, including the payment of any fees required in connection therewith, to cause such documents to become effective as promptly as reasonably practicable. Within thirty (30) days after the Closing, the Sale Order shall effectuate a change to the caption(s) of the Sellers' Chapter 11 Cases as may be applicable to exclude any Assumed Trade Names. In addition, the Buyer hereby grants to the Seller a limited, non-exclusive, worldwide, irrevocable, sublicensable, non-transferable, fully paid-up, right and license to use the Assumed Trade Names during the 90-day period following the Closing, solely as necessary to effect the transactions contemplated herein.

ARTICLE VII
CONDITIONS TO OBLIGATION TO CLOSING

Section 7.1 Conditions to the Buyer's Obligations. The Buyer's obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the satisfaction or waiver, at or prior to Closing, of the following conditions (any of which, to the extent permitted by applicable Law, may be waived by the Buyer, in whole or in part, in its sole and absolute discretion):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) any Fundamental Representation shall be true and correct in all respects, and (ii) any other representation or warranty of the Seller Parties contained in this Agreement shall be true and correct in all material respects;

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

(c) the Buyer shall have received the items listed in Section 2.10(a);

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

(e) there shall not have occurred and be continuing any Material Adverse Effect;

(f) (A) the net change in the number of Service Technicians as of immediately prior to Closing, which shall be calculated as the difference between (i) the number of Service Technicians as of the date hereof (which shall be determined based on the Business Employee List set forth on Section 3.9(a) of the Disclosure Schedule as of the date hereof)

and (ii) the number Service Technicians as of immediately prior to Closing, does not represent a decrease of more than 15% of the number of Service Technicians as of the date hereof; (B) at least 70% of the Service Technicians as of the date hereof (which shall be determined based on the Business Employee List set forth on Section 3.9(a) of the Disclosure Schedule as of the date hereof) are still employed by the Seller as of immediately prior to Closing; and (C) at least 80% of the individuals listed on Section 7.1(f) of the Disclosure Schedule remain Business Employees as of immediately prior to the Closing;

(g) the Seller shall have completed a relocation of its principal place of operations to the New Facility in accordance with the requirements set forth on Section 7.1(g) of the Disclosure Schedule;

(h) the Seller shall have entered into a new lease agreement with respect to the New Facility in accordance with Section 5.14;

(i) the Seller shall have entered into a new lease agreement specific to the Business that may become an Assumed Contract in replacement of the Enterprise Lease, with substantially the same terms and conditions as included therein (provided, however, that to the extent the Buyer (or an Affiliate thereof) enters into a new lease arrangement with Enterprise Fleet Management, Inc. (or an Affiliate thereof) at or prior to the Closing with respect to the vehicles used by the Business under the Enterprise Lease, the conditions set forth in this Section 7.1(i) shall be automatically deemed waived by the Buyer);

(j) the Seller shall have completed a migration of its Records (including all customer data) from on-premise server storage to "cloud" storage in accordance with the requirements set forth on Section 7.1(j) of the Disclosure Schedule; and

(k) the Seller shall have remained in good standing and duly authorized to issue service warranties pursuant to Chapter 634, Florida Statutes, with the State of Florida Office of Insurance Regulation at all times prior to Closing.

Section 7.2 Conditions to the Seller's Obligations. The Seller's obligation to consummate the transactions contemplated hereby in connection with the Closing are subject to the satisfaction or waiver, at or prior to Closing, of the following conditions (any of which, to the extent permitted by applicable Law, may be waived by the Seller, in whole or in part, in their sole and absolute discretion):

(a) as of the date hereof and as of the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) any representation or warranty contained in Section 4.1 or Section 4.2 shall be true and correct, and (ii) any other representation or warranty set forth in Article IV shall be true and correct in all material respects;

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

(c) the Seller shall have received the items listed in Section 2.10(b); and

(d) the Sale Order shall have been entered by the Bankruptcy Court.

Section 7.3 General Closing Conditions. The respective obligations of the Buyer and the Seller to consummate the Closing shall be subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions, any of which may, to the extent permitted by applicable Law, be waived in writing by any Party in its sole discretion (provided that such waiver shall only be effective as to the obligations of such Party):

(a) the Buyer becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close); and

(b) no Governmental Entity shall have enacted, issued, promulgated, enforced or entered any Law or Decree (whether temporary, preliminary or permanent) that enjoins, restrains, makes illegal or otherwise prohibits the consummation of the transactions contemplated by this Agreement or the Related Agreements, and no Litigation shall have been commenced or threatened by any Person for the purpose of obtaining any such Decree (any such Law, Decree or Litigation, a "Legal Restraint"); and

(c) the Buyer shall have received all necessary authorizations and Permits from the State of Florida Office of Insurance Regulation in order for the Buyer to issue and acquire service warranties pursuant to Chapter 634, Fla. Stat., and Section 628.4615, Fla. Stat., as of the Closing.

ARTICLE VIII
TERMINATION

Section 8.1 Termination of Agreement.

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

(i) by mutual written consent of the Buyer and the Seller;

(ii) by the Buyer (so long as the Buyer is not then in material breach of any of its representations, warranties or covenants contained in this Agreement such that the conditions contained in Section 7.2(a) and Section 7.2(b) would not be satisfied) if there has been a breach of any of the Seller Parties' representations, warranties or covenants contained in this Agreement which would result in the failure of any conditions set forth in Section 7.1(a) and Section 7.1(b) to be satisfied, and which breach has not been cured by the earlier of ten (10) days after written notice of such breach has been delivered to the Seller from the Buyer and the End Date;

(iii) by the Seller (so long as the Seller Parties are not then in material breach of any of their representations, warranties or covenants contained in this

Agreement such that the conditions contained in Section 7.1(a) and Section 7.1(b) would not be satisfied), by delivering written notice to the Buyer, if there has been a breach of any of the Buyer's representations, warranties or covenants contained in this Agreement which would result in the failure of a condition set forth in Section 7.2(a) or Section 7.2(b) to be satisfied, and which breach has not been cured by the earlier of ten (10) days after written notice of such breach has been delivered to the Buyer from the Seller and the End Date;

(iv) by either the Buyer or the Seller, if there is in effect a Final Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; provided, however, that the right to terminate this Agreement under this Section 8.1(a)(iv) will not be available to any Party whose failure to fulfill any covenant or obligation under this Agreement is the cause of or resulted in the Final Order;

(v) by either the Buyer or the Seller, if there is in effect a Legal Restraint that has become final and nonappealable; provided, however, that the right to terminate this Agreement under this Section 8.1(a)(v) will not be available to any Party whose failure to fulfill any covenant or obligation under this Agreement is the cause of or resulted in the Legal Restraint;

(vi) by the Buyer, if (A) any of the Sellers' Chapter 11 Cases is dismissed or converted into a case under Chapter 7 of the Bankruptcy Code, (B) an examiner with expanded powers or trustee is appointed in any of the Sellers' Chapter 11 Cases or (C) the Bankruptcy Court enters an Order pursuant to section 362 of the Bankruptcy Code lifting the automatic stay with respect to any material portion of the Acquired Assets and the Seller is thereafter impaired in its ability to deliver such material portion of Acquired Assets at the Closing;

(vii) by either the Buyer or the Seller, if the Closing does not occur on or prior to the End Date; provided that no Party shall be permitted to terminate this Agreement pursuant to this Section 8.1(a)(vii) if the failure of the Closing to have occurred on or prior to the End Date was caused by the breach of such Party with respect to any obligation or condition of this Agreement;

(viii) by the Buyer, if any Milestone is not timely satisfied in accordance with Section 5.3(d); or

(ix) by the Buyer, if the Bidding Procedures Order (including the Bidding Procedures, except to the extent any modifications are made pursuant to the terms thereof), the Sale Order, or any other Order materially affecting this Agreement is modified in any material respect in a manner adverse to the Buyer without the Consent of the Buyer.

(b) This Agreement shall terminate automatically in the event that (i) the Buyer is not chosen at the Auction to be the Successful Bidder or the Back-Up Bidder, (ii) an Alternative Transaction has been consummated following approval by the Bankruptcy

Court, or (iii) if the Buyer is chosen at the Auction to be the Back-Up Bidder, upon the expiration of the period during which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures and Bidding Procedures Order.

Section 8.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 8.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other Party or its Affiliates, except that (i) Section 2.6 (Deposit Amount), Section 9.5 (Notices), Section 9.4 (Succession and Assignment), Section 9.6 (Governing Law; Jurisdiction) and this Article VIII shall remain in full force and survive any termination of this Agreement and (ii) subject to Section 8.3, no such termination shall relieve any Party from liability for fraud or willful and material breach of this Agreement.

(b) The Parties agree that if this Agreement is terminated, then (i) the Buyer's or the Seller's receipt of the Deposit Amount in accordance with this Agreement (when payable) and (ii) the Buyer's receipt of the Bid Protections (when payable) pursuant to Section 8.3 shall be the sole and exclusive remedies of such Party against the other Parties and any of its or their respective Affiliates for any Liability, damage or other loss suffered as a result of any breach of any representation, warranty, covenant or agreement in this Agreement or the failure of the transactions contemplated hereby to be consummated, and upon the payment of such amounts (if due), neither the Buyer nor any of its respective Affiliates shall have any further monetary Liability relating to or arising out of this Agreement or the transactions contemplated by this Agreement.

Section 8.3 Termination Payment.

(a) In the event that this Agreement is terminated, other than pursuant to Section 8.1(a)(i) or Section 8.1(a)(iii), and an Alternative Transaction is consummated, in consideration for the Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of the Seller, and without the requirement of any notice or demand from the Buyer or any other application to or order of the Bankruptcy Court (other than the Bidding Procedures Order), the Seller Parties shall be jointly and severally liable for and shall pay (or cause to be paid to) the Buyer (i) a break fee equal to $1,140,000 (the "Break-Up Fee") and (ii) the Buyer's reasonable, actual and documented out-of-pocket costs, fees and expenses (including reasonable legal, financial advisory, accounting and other similar costs, fees and expenses) incurred prior to the termination of this Agreement in connection with its evaluation and negotiation of the transactions contemplated by this Agreement in an amount not to exceed $480,000 (the "Expense Reimbursement" and together with the Break-Up Fee the "Bid Protections"). In the event the Seller Parties become obligated under this Agreement to pay any or all of the Bid Protections pursuant to the immediately preceding sentence, such Break-Up Fee and Expense Reimbursement shall be treated as allowed administrative expense claims in the Sellers' Chapter 11 Cases pursuant to sections 503(b) and 507 of the Bankruptcy Code payable, and the Seller Parties shall pay such amounts, in immediately available funds to such account or accounts as may be specified in written notice by the Buyer concurrently with (and solely from the proceeds

of) the closing of the Alternative Transaction. For the avoidance of doubt, the provision of the administrative expense for the Bid Protections shall only be an obligation of the Seller Parties' estates if an Alternative Transaction closes. For the avoidance of doubt, in the event that this Agreement is terminated pursuant to Article VIII, the return of the Deposit Amount shall be governed by Section 2.6(b) and Section 2.6(c).

(b) Each of the Parties further acknowledges that the payment by the Seller Parties of the Bid Protections is not a penalty, but rather liquidated damages in a reasonable amount that will compensate the Buyer, in the circumstances in which such Bid Protection is payable, for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated by this Agreement, which amount would otherwise be impossible to calculate with precision. The obligation to pay the Bid Protections in accordance with the provisions of this Agreement will (i) be binding upon and enforceable jointly and severally against the Seller Parties immediately upon execution of this Agreement and approval by the Bankruptcy Court in the Bidding Procedures Order, and (ii) survive the subsequent termination of this Agreement, solely to the extent permitted by applicable law. The obligation to pay the Bid Protections as and when required under this Agreement, is intended to be, and is, binding upon any successors or assigns of the Seller Parties.

Section 8.4 Expenses. The Seller Parties shall pay their own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement, all Related Agreements, and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and Representatives. Except as provided in Section 8.3, the Buyer shall pay its own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and Representatives. Notwithstanding anything herein to the contrary, the Seller Parties, on the one hand, and the Buyer, on the other hand, will each pay 50% of the fees and expenses of the Escrow Agent.

Section 8.5 Acknowledgement. Each of the Parties acknowledges that (a) the agreements contained in this Article VIII are an integral part of the transactions contemplated by this Agreement and (b) without the agreements contained in this Article VIII, the Buyer would not have entered into this Agreement. In no event shall the Seller Parties have any liability to the Buyer or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive is hereby fully waived, released and forever discharged. In no event shall the Buyer have any liability to the Seller Parties or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive is hereby fully waived, released and forever discharged.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Entire Agreement. This Agreement, the Related Agreements the Bidding Procedures Order (once entered) and the Sale Order (once entered), including all schedules and exhibits attached to any of the foregoing, and the documents and instruments referred to in this Agreement that are to be delivered at or in connection with the Closing, constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof and the subject matter of the Related Agreements. If the Closing occurs, the Confidentiality Agreement, dated November 15, 2024, by and between Trive Capital Group LLC and Solutions (the "Confidentiality Agreement") will terminate effective as of the Closing.

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

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

Section 9.4 Succession and Assignment. This Agreement binds and benefits the Parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of either Seller Party under Chapter 11 or Chapter 7 of the Bankruptcy Code and any entity appointed as a successor to either Seller Party pursuant to a confirmed Chapter 11 plan). No party may delegate any performance of its obligations under this Agreement, except that the Buyer may at any time assign or delegate the performance of its obligations to any Affiliate of the Buyer so long as the Buyer remains responsible for the performance of the delegated obligation. Without limiting the foregoing, the Buyer shall have the right to designate one or more Affiliates, including any special purpose entities that may be organized by or at the direction of the Buyer for such purpose, to bid at the Auction or take title to the Acquired Assets or assume the Assumed Liabilities at the Closing (or thereafter) or any portion thereof and operate the business going forward, and upon written notice to the Seller of any such designation by the Buyer, the Seller agrees to execute and deliver all

instruments of transfer with respect to the Acquired Assets directly to, and in the name of, the Buyer's assignees.

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

If to the Seller or Solutions:

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

-and-

Attention: Andrew Hede
Email: ahede@accordion.com

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

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

and

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

If to the Buyer:

East Coast Mechanical Home Services LLC
c/o Trive Capital
2021 McKinney Avenue, Suite 1200
Dallas, TX 75201

Attention: General Counsel
Email: [redacted]

with copies (which shall not constitute notice) to:

King & Spalding LLP
1180 Peachtree Street NE
Suite 1600
Atlanta, GA 30309
Attention: Justin King; Will Jordan; Jeff Duston
Email: jking@kslaw.com; wjordan@kslaw.com; jdutson@kslaw.com

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

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

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

Section 9.8 WAIVERS OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 9.9 Specific Performance.

(a) Each of the Parties acknowledges and agrees that the other Parties (collectively, the "Enforcing Parties") would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached, so that, prior to the termination of this Agreement pursuant to Section 8.1, in addition to any other remedy that each of the Parties may have under Law or equity,

each of the Parties shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

(b) Each of the Parties agrees that it shall not oppose the granting of specific performance or an injunction sought in accordance with this Section 9.9 on the basis that the Enforcing Parties have an adequate remedy at law or that any award of specific performance is, for any reason, not an appropriate remedy. The Enforcing Parties shall not be required to provide any bond or other security in connection with any such injunction or other equitable remedy. The End Date shall be tolled from the date any of the Enforcing Parties files a petition seeking specific performance or an injunction under this Section 9.9 until a final, non-appealable decision regarding this matter is obtained from a court of competent jurisdiction.

Section 9.10 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.11 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns except such rights as may inure to a successor or permitted assignee or designee under Section 9.4.

Section 9.12 No Survival of Representations, Warranties and Agreements. None of the Parties' representations, warranties, covenants, and other agreements in this Agreement, including any rights of the other Party or any third party arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Closing, except for (i) those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Closing and (ii) the Parties' representations and warranties relating to such Party's authority with regard to the execution of this Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby.

Section 9.13 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto," "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. The words "includes" and "including" are not limiting. Unless expressly stated

in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "$" means United States dollars. To the extent not contrary to the foregoing, the rules of construction contained in section 102 of the Bankruptcy Code shall apply. Any option, consent, approval, discretion or similar right of the Buyer set forth in this Agreement or any other Related Agreement may be exercised by the Buyer in its sole, absolute and unreviewable discretion (regardless of whether any or all such words are used in connection therewith), unless the provisions of this Agreement or Related Agreement specifically require another standard for such option, consent, approval, discretion or similar right. The term "made available" and words of similar import mean that the relevant documents, instruments or materials were posted and made available (and not removed) in the "Sunshine" electronic data room hosted by Datasite, in each case, at least one day prior to the date of this Agreement.

Section 9.14 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to the Sellers' Chapter 11 Cases, the provisions of Bankruptcy Rule 9006(a) shall apply.

Section 9.15 Mutual Drafting. Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.16 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meaning ascribed to them in this Agreement. The representations and warranties of the Seller Parties in this Agreement are made and given subject to the disclosures and exceptions set forth in the Disclosure Schedule. The Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of this Agreement. The disclosure in any section or paragraph of the Disclosure Schedule, and those in any amendment or supplement thereto, shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered or lettered section of this Agreement, except to the extent that: (a) such information is cross-referenced in another part of the Disclosure Schedule; or (b) it is reasonably apparent on the face of the disclosure (without reference to any document referred to therein or any independent knowledge on the part of the reader regarding the matter disclosed) that such information qualifies another representation or warranty of the Seller Parties. The listing of any matter shall expressly not be deemed to constitute an admission by the Seller Parties, or to otherwise imply, that any such matter is material, is required to be disclosed under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or Law shall be construed as

an admission or indication that any such breach or violation exists or has actually occurred. All attachments to the Disclosure Schedule are incorporated by reference into the section or paragraph of the Disclosure Schedule in which they are directly referenced.

Section 9.17 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.18 Counterparts: Facsimile and Email Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, each of which shall be deemed an original.

Section 9.19 Time of Essence. Time is of the essence in this Agreement.

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT

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

SOLUTIONS:

Air Pros Solutions, LLC

By: Signed by: Andrew Hede F201A5254E664A2...
Name: Andrew Hede
Title: Chief Restructuring Officer

SELLER:

East Coast Mechanical, LLC

By: Signed by: Andrew Hede F201A5254E664A2...
Name: Andrew Hede
Title: Chief Restructuring Officer

SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT

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

BUYER:

East Coast Mechanical Home Services LLC

By: DocuSigned by:
0F2459F9C5244CE...
Name: Tyrone Johnson
Title: President