

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

In re:

AFH AIR PROS, LLC, *et al.*,¹
Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

NOTICE OF (I) CANCELLATION OF AUCTION WITH RESPECT TO THE ONE SOURCE BUSINESS UNIT, AND (II) DESIGNATION OF THE ONE SOURCE STALKING HORSE BIDDER AS THE SUCCESSFUL BIDDER FOR THE ASSETS COVERED BY THE ONE SOURCE 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 Any Hour LLC (collectively, the “One Source Stalking Horse Bidder”), meaning that there are no other Qualified Bidders for the assets covered in the One Source Stalking Horse Purchase Agreement, substantially in the form annexed hereto as **Exhibit A**.

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

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

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



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

One Source Stalking Horse Purchase Agreement

ASSET PURCHASE AGREEMENT

by and among

AIR PROS SOLUTIONS, LLC,

AIR PROS ONE SOURCE LLC

and

ANY HOUR LLC

March 16, 2025

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS.....	1
ARTICLE II PURCHASE AND SALE.....	17
Section 2.1 Purchase and Sale of Acquired Assets.....	17
Section 2.2 Excluded Assets; Servicing of Excluded Accounts.....	17
Section 2.3 Assumed Liabilities	17
Section 2.4 Excluded Liabilities	18
Section 2.5 Consideration	20
Section 2.6 Assumption and Assignment of Contracts, Leases, Employee Benefit Plans and Permits	20
Section 2.7 Reserved.....	24
Section 2.8 Closing.....	25
Section 2.9 Deliveries at Closing.....	25
Section 2.10 Allocation.....	26
Section 2.11 Proration of Taxes and Other Items	26
Section 2.12 [Reserved	27
Section 2.13 Good Faith Deposit.....	27
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER.....	27
Section 3.1 Organization of the Seller; Good Standing.....	28
Section 3.2 Authorization of Transaction	28
Section 3.3 Noncontravention; Consents and Approvals	29
Section 3.4 Capitalization	30
Section 3.5 Acquired Assets	30
Section 3.6 Financial Statements; Projects	30
Section 3.7 Contracts	30
Section 3.8 Legal Compliance	31
Section 3.9 Litigation.....	32
Section 3.10 Environmental, Health and Safety Matters.....	32
Section 3.11 Employees and Employment Matters	33
Section 3.12 Employee Benefit Plans.....	34
Section 3.13 Real Property	34
Section 3.14 Permits	35
Section 3.15 Data Security and Privacy.....	35
Section 3.16 Insurance.....	36
Section 3.17 Absence of Changes.....	36
Section 3.18 Intellectual Property.....	36
Section 3.19 Taxes	38
Section 3.20 Certain Business Relationships.....	38
Section 3.21 Restrictions on Business Activities.....	38
Section 3.22 Warranty Claims	39
Section 3.23 Brokers' Fees	39
Section 3.24 No Other Representations or Warranties	39

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE BUYER	39
Section 4.1 Organization of the Buyer.....	39
Section 4.2 Authorization of Transaction	40
Section 4.3 Noncontravention.....	40
Section 4.4 Litigation.....	41
Section 4.5 Brokers' Fees	41
Section 4.6 Financial Capacity	41
Section 4.7 Condition of the Business	41
Section 4.8 Adequate Assurances Regarding Executory Contracts.....	41
Section 4.9 Good Faith Purchaser.....	41
ARTICLE V PRE-CLOSING COVENANTS	41
Section 5.1 Certain Efforts; Cooperation.....	41
Section 5.2 Notices and Consents.....	42
Section 5.3 Bankruptcy Actions	42
Section 5.4 Conduct of Business	43
Section 5.5 Notice of Developments	44
Section 5.6 Access	45
Section 5.7 Bulk Transfer Laws.....	45
Section 5.8 Post-Closing Operation of the Seller	45
Section 5.9 Transfer of Permits	46
Section 5.10 Bankruptcy Court Approval.....	46
Section 5.11 Vehicle Lease.....	46
ARTICLE VI OTHER COVENANTS	46
Section 6.1 Cooperation.....	46
Section 6.2 Further Assurances.....	47
Section 6.3 Availability of Business Records.....	47
Section 6.4 Employee Matters	48
Section 6.5 Transfer Taxes	48
Section 6.6 Wage Reporting	48
Section 6.7 Reasonable, Out-of-Pocket, Non-Fixed Costs	49
Section 6.8 No Successor Liability	49
Section 6.9 Wrong Pockets	49
ARTICLE VII CONDITIONS TO OBLIGATION TO CLOSING	49
Section 7.1 Conditions to the Buyer's Obligations.....	49
Section 7.2 Conditions to the Seller's Obligations	50
Section 7.3 No Frustration of Closing Conditions.....	51
ARTICLE VIII TERMINATION	51
Section 8.1 Termination of Agreement.....	51
Section 8.2 Effect of Termination.....	52
Section 8.3 Expenses	53
Section 8.4 Acknowledgement	53
Section 8.5 Break-Up Fee and Expense Reimbursement	53

ARTICLE IX MISCELLANEOUS.....	54
Section 9.1 Entire Agreement.....	54
Section 9.2 Incorporation of Annexes, Exhibits and Disclosure Schedule.....	54
Section 9.3 Amendments and Waivers	54
Section 9.4 Succession and Assignment.....	54
Section 9.5 Notices	55
Section 9.6 Governing Law: Jurisdiction.....	56
Section 9.7 Consent to Service of Process.....	56
Section 9.8 WAIVERS OF JURY TRIAL	56
Section 9.9 Specific Performance	56
Section 9.10 Severability	57
Section 9.11 No Third-Party Beneficiaries.....	57
Section 9.12 No Survival of Representations, Warranties and Agreements.....	57
Section 9.13 Construction.....	57
Section 9.14 Computation of Time.....	58
Section 9.15 Mutual Drafting	58
Section 9.16 Disclosure Schedule.....	58
Section 9.17 Headings; Table of Contents.....	59
Section 9.18 Counterparts: Facsimile and Email Signatures	59
Section 9.19 Time of Essence.....	59
Section 9.20 Condition of the Business	59
Section 9.21 Non-Recourse	60

Exhibit A – Acquired Assets
Exhibit B – Bill of Sale
Exhibit C – Assignment and Assumption Agreement
Exhibit D – Intellectual Property Assignment
Exhibit E – Assumed Trade Names
Exhibit F – Form of Transition Services Agreement
Exhibit G – Form of Lease Assignment Agreement

Annex 1 – Solutions Shared Services

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is entered into as of March 16, 2025, by and among (a) Air Pros Solutions, LLC, a Delaware limited liability company (“Solutions”), (b) Air Pros One Source LLC, a Colorado limited liability company (the “Seller”), and (c) Any Hour LLC, a Utah limited liability company (the “Buyer”). Solutions, the Seller and the Buyer are sometimes individually referred to herein as a “Party” and collectively as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

WHEREAS, the Seller expects to be a debtor-in-possession pursuant to cases (the “Seller’s Chapter 11 Cases”) to be commenced under title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”), through the filing of its voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the date of such filing, “Petition Date”) in the United States Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”);

WHEREAS, the Seller conducts, among other things, the business of providing HVAC services, plumbing services, and electrical services, including installation, maintenance, service, repair and replacement, to homeowners, commercial enterprises and other parties in the Colorado area (the “Business”);

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

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

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

ARTICLE I DEFINITIONS

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

“Acquired Assets” has the meaning set forth in Section 2.1.

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

“Agreement” has the meaning set forth in the preamble.

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

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

“Assumable Permits” means all Permits relating to the Business to the extent their transfer is not prohibited by Law.

“Assumed Contracts” means those Leases and Contracts that have been, or will be, assumed by the Seller and assigned to the Buyer pursuant to Section 2.6 and section 365 of the Bankruptcy Code.

“Assumed Employee Benefit Plan” means an Employee Benefit Plan designated as such by the Buyer on the Assumed Employee Benefit Plan Schedule pursuant to Section 2.6.

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

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Assumed Permit” means those Permits that have been, or will be, assumed by the Seller and assigned to the Buyer pursuant to Section 2.6 and section 365 of the Bankruptcy Code

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

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

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

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

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

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

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

“Bidding Procedures” means the bidding procedures to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

“Bidding Procedures Order” means the order to be entered by the Bankruptcy Court approving, among other things, the execution, delivery, and performance of this Agreement by Seller (including payment of the Expense Reimbursement and Break-Up Fee pursuant to and in accordance with Section 8.5), other than the performance of those obligations to be performed at or after the Closing, Seller’s designation of Buyer as the “stalking horse Buyer” for the Acquired Assets and the Bidding Procedures, and which shall authorize and approve the Bidding Protections, which order shall be reasonably satisfactory to the Buyer. For the avoidance of doubt, reference to the “Bidding Procedures Order” encompasses the Bidding Procedures approved thereby.

“Bidding Protections” means the following: (i) a break-up fee in favor of the Buyer to be paid to the Buyer at the closing on an Alternative Transaction in the amount of 3% of the Cash Purchase Price which shall be afforded administrative expense status and shall be payable to the Buyer in cash at the closing on an Alternative Transaction (the “Break-Up Fee”); (ii) an expense reimbursement in favor of the Buyer to be paid to the Buyer at the closing on an Alternative Transaction in an amount equal to the actual, direct and documented out of pocket expenses of the Buyer incurred in connection with this Agreement (including reasonable attorneys’ fees of the Buyer), in an amount not to exceed \$115,000 which shall be afforded administrative expense status and shall be payable to the Buyer in cash at the closing on an Alternative Transaction (the “Expense Reimbursement”); and (iii) an initial overbid requirement at any Auction of an amount not less than the sum of the Break-Up Fee, plus the Expense Reimbursement, plus \$115,000. “Bill of Sale” has the meaning set forth in Section 2.9(a)(ii).

“Business” has the meaning set forth in the recitals.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banks located in New York City, New York shall be authorized or required by Law to close.

“Buyer” has the meaning set forth in the preamble.

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act (H.R. 748) and any similar or successor Law or executive order or executive memo (including, without limitation, IRS Notice 2020-65, and IRS Notice 2021-11), and any subsequent Law or administrative guidance to the extent intended to address the consequences of coronavirus (COVID-19) disease and the severe acute respiratory syndrome coronavirus 2 (SARS-CoV2) virus, including the Health and Economic Recovery Omnibus Emergency Solutions Act.

“Cash” means cash (including all cash located in Seller’s bank accounts or lock-boxes), and includes petty cash and uncashed checks received on or before the Closing Date and checks that have been deposited on or before the Closing Date but have not yet cleared, cash equivalents, investment accounts, certificates of deposit, liquid investments and cash collateralized letters of credit, in each case, determined as of 12:01 a.m. Eastern Time on the Closing Date. For the avoidance of doubt, Cash expressly excludes any customer or vendor and supplier deposits all of which are Acquired Assets.

“Cash Purchase Price” means \$11,500,000.

“Claim” means all claims, defenses, cross claims, counter claims, debts, suits, remedies, liabilities, demands, rights, obligations, damages, expenses, rights to refunds, reimbursement, recovery, indemnification or contribution, attorneys’ or other professionals’ fees and causes of action whatsoever, whether based on or sounding in or alleging (in whole or in part) tort, contract, negligence, gross negligence, fraud, strict liability, bad faith, contribution, subrogation, respondeat superior, violations of federal or state securities laws, breach of fiduciary duty, any other legal theory or otherwise, whether individual, class, direct or derivative in nature, liquidated or unliquidated, fixed or contingent, whether at law or in equity, whether based on federal, state or foreign law or right of action, foreseen or unforeseen, mature or not mature, known or unknown, disputed or undisputed, accrued or not accrued, contingent or absolute (including (x) all “claims,” within the meaning of Section 101(5) of the Bankruptcy Code and (y) all avoidance claims or causes of action available to Seller under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable Law) or rights of set-off or recoupment.

“Closing” has the meaning set forth in Section 2.8.

“Closing Date” has the meaning set forth in Section 2.8.

“Closing Seller Payment” means the amount equal to the Cash Purchase Price, minus an amount equal to the Good Faith Deposit.

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

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

“Contract” means any written contract, agreement, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, membership agreement, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, license agreement, contribution agreement, partnership agreement or other arrangement or understanding that, in each case, is legally binding, and including all exhibits, schedules, addenda, and other attachments thereto.

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

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

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

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

“Data Protection Law” means all applicable Laws pertaining to data protection, data privacy, data security, cybersecurity, cross-border data transfer, and general consumer protection law as applied in the context of data privacy, data breach notification, electronic communication, telephone and text message communications, marketing by email or other channels, and other similar laws.

“Data Protection Requirements” means (a) Data Protection Laws, (b) Privacy Policies, (c) any Contract and/or codes of conduct relating to the collection, access, use storage, disclosure, transmission, cross-border transfer of Personal Data binding on the Seller, and (d) applicable standards published by the Payment Card Industry Security Standards Council (e.g., PCI-DSS).

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

“Designation Deadline” has the meaning set forth in Section 2.6(c).

“Destructive Mechanisms” means computer code that (a) is designed to or would disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of any IT Asset (sometimes referred to as “viruses” or “worms”); (b) is designed to or would disable or impair any IT Asset in any way where such disablement or impairment is caused by the passage of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices); (c) is designed to or would permit any Person to access any IT Asset in any unauthorized manner, including to cause such disablement or impairment (sometimes referred to as “traps,” “access codes,” or “trap door” devices); (d) contains any other similar harmful, malicious, or hidden procedures, routines, or mechanisms which is designed to or would cause any IT Asset to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations; or (e) contains any “back door,” “malware,” “spyware,” or similar device or code.

“DIP Documents” shall mean that certain Senior Secured Priming and Superpriority Debtor-in-Possession Credit Agreement by and among, inter alia, the Seller, Solutions, the collateral agent and the lenders party thereto from time to time.

“DIP Facility” shall mean the debtor-in-possession term loan facility pursuant to which the DIP Lenders agreed to provide debtor-in-possession financing commitments on the terms set forth in the DIP Documents.

“DIP Lenders” shall mean the lenders providing the DIP Facility.

“Disclosure Schedule” means the disclosure schedule delivered by the Seller to the Buyer on the date of this Agreement.

“Employee Benefit Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA) and any other benefit or compensation plan, program, agreement or arrangement of any kind, in each case, maintained or contributed to by a Seller, in which a Seller participates or participated, in which a Seller has any Liability (contingent or otherwise), or through which current or former Service Providers of the Business are eligible to receive benefits or compensation.

“End Date” means the earlier of 5:00 p.m., prevailing Eastern time on the date that is thirty (30) days following the entry of the Sale Order; provided, however, that if the Buyer is chosen at the Auction to be the Back-Up Bidder, the “End Date” shall be the sooner of (i) the close of business on the expiration date of the period during which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures Order, and (ii) June 30, 2025, which date may be extended by the prior written consent of the Parties.

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

“Environmental Claim” means any Governmental Order, lien, fine, penalty, claim, action, cause of action, investigation or written notice or report, or as to each, any settlement or judgment arising therefrom, by any person or entity alleging potential Liability (including potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (i) the presence, exposure to, Release or threatened Release of any Hazardous Materials at any location, whether or not owned or operated by the Seller, (ii) circumstances forming the basis of any violation or alleged violation of any Environmental Law or term or condition of any Environmental Permit, or (iii) any other Liability arising under Environmental Law or relating to Hazardous Materials.

“Environmental Laws” means all Laws and any Governmental Order relating to (a) pollution (or the cleanup thereof) or the protection, restoration or remediation of, or prevention of harm to, the environment or the protection of the natural environment, natural resources, endangered or threatened species, (b) the protection of human health and safety as it pertains to exposure to Hazardous Materials, (c) the presence of, manufacture, processing, production, registration, distribution, formulation, packaging or labeling of Hazardous Materials or products containing Hazardous Materials, (d) the transport or handling, use, presence, generation, treatment, incineration, landfilling, milling, storage, disposal, recycling, reuse, reclamation, processing, remediation, Release or threatened Release of or exposure to any Hazardous Materials, or (e) recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials.

“Environmental Liability” means any direct, pending or threatened indebtedness, liability, claim, loss, damage, fine, penalty, cost, expense, deficiency or responsibility, arising under or relating to any Environmental Claim, Environmental Law or Environmental Permit, whether based

on negligence, strict liability or otherwise (including costs and liabilities for investigation, governmental response, removal, remediation, restoration, abatement, monitoring, personal injury, penalties, contribution, indemnification, injunctive relief, property damage, and natural resource damages), including (a) any actual or alleged violation of any Environmental Law or Environmental Permit, (b) any actual or alleged generation, use, handling, transportation, presence, storage, treatment, disposal, Release or threatened Release of or exposure to any Hazardous Materials at any facility or location, (c) any Liability arising under Environmental Law relating to, arising from or with respect to any formerly owned, leased or operated properties or any former, closed, divested or discontinued business operations, and (d) any Liabilities arising under Environmental Law assumed or retained by contract, operation of law, or otherwise.

“Environmental Notice” means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

“Environmental Permits” means any permit, letter, clearance, waiver, closure, exemption, decisions, Consent, license, registration, approval, notification or any other authorization pursuant to Environmental Law.

“Equity Interests” means all shares of capital stock, membership interests, limited liability company interests, units, partnership interests, joint venture interests, options, warrants, calls, demands, share appreciation rights, “phantom share”, unit appreciation or other rights to participate in the revenues, profits, assets or equity (or the value thereof), Contracts or other rights of any nature to purchase, obtain or acquire or otherwise relating to, or any outstanding securities or obligations convertible into or exchangeable for, any shares or any other securities or other equity interests, as may be applicable, in any Person.

“ERISA” means the United States Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“Excluded Assets” means, collectively, the following assets of the Seller: (a) all certificates of incorporation or certificates of formation and other organizational documents, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock or other equity transfer books, stock or membership certificates relating to the Seller and other documents relating to the organization, maintenance and existence of any Seller as a corporation or limited liability company; provided that the Buyer shall have the right to make copies of any portions of such excluded items to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (b) all Records related to Taxes paid or payable by any Seller; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (c) all Contracts and Leases that are not Assumed Contracts and all Employee Benefit Plans that are not Assumed Employee Benefit Plans; (d) any (i) confidential personnel and medical Records pertaining to any Service Provider to the extent the disclosure of such information is prohibited by applicable Law and (ii) other Records that any Seller is required by Law to retain; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset, any Assumed Liability or any

Service Provider hired by the Buyer on the Closing Date (to the extent not prohibited by applicable Law); (e) any documents and agreements of the Seller relating to the Seller's Chapter 11 Cases or to the sale or other disposition of the Business or the Acquired Assets or the sale or other disposition of any Excluded Assets in each case as contemplated by this Agreement; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (f) all Permits that are not Assumed Permits; (g) trade accounts receivable determined in accordance with GAAP for goods sold and delivered to customers or services provided to customers in respect of completed projects or completed service requests as of 12:01 a.m. Eastern Time on the Closing Date (whether current or non-current); (h) all rights to bill and receive payment for goods sold and/or services performed by the Seller but unbilled or unpaid as of 12:01 a.m. Eastern Time on the Closing Date, in each case, in respect of projects or services completed as of 12:01 a.m. Eastern Time on the Closing Date; (i) all avoidance claims or causes of action available to the Seller under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable Law or rights of set-off or recoupment arising in connection with such avoidance claims; and (j) any Cash.

"Excluded Accounts" means those Excluded Assets identified in subsections (g) and (h) of the definition of "Excluded Assets".

"Excluded Employee Liabilities" means (i) any payments, compensation, benefits or entitlements that the Seller owes or is obligated to provide, whether currently, prospectively or on a contingent basis, whether pursuant to oral or written or formal or informal arrangements, prior to the Closing or as of the Closing, including as a result of, or in connection with, the consummation of the transactions contemplated by this Agreement, with respect to any Transferred Employee, including wages, other remuneration, bonus or other incentive pay, severance pay (contractual, statutory or otherwise), commissions, retention payments, change-of-control payments, post-employment medical or life obligations, pension contributions, and insurance premiums, as well as the employer portion of any associated Taxes; (ii) any Liabilities, payments, obligations, costs, expenses or disbursements related to any Service Provider, including under, or with respect to, ERISA, COBRA Continuation Coverage, workers' compensation, right or actions under any labor or similar Laws that are incurred, accrued or arising prior to, or in connection with, the Closing; (iii) any Liability arising under any Employee Benefit Plan; (iv) any Liability of the Seller with respect to any Service Provider of the Seller and/or of the Seller who is not a Transferred Employee; and (v) any Liability that transfers to, or otherwise becomes an obligation of, Buyer as a successor employer as a matter of Law, in each case, only to the extent such Liability arises at or prior to the Closing, or is otherwise attributable to the time period prior to Closing (regardless of when such Liability is ultimately realized or is otherwise incurred). Notwithstanding the foregoing, Excluded Employee Liabilities shall not include the Assumed Employee Liabilities.

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

"Families First Act" means the Families First Coronavirus Response Act.

"Final Order" means an order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial

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

“Fundamental Representations” means the representations and warranties set forth in Sections 3.1(a), 3.1(b), 3.1(e), 3.2, 3.3(a)(i), 3.4, and 3.5.

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

“GAAP” means United States generally accepted accounting principles.

“Governmental Entity” means any United States or non-United States federal, state, provincial, local, or municipal governmental or regulatory authority, agency, commission, court, tribunal, body or other governmental entity and any subdivision, agency or instrumentality of any of the foregoing and any quasi-governmental or private body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of any of the above.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity.

“Hazardous Material” means any (a) constituent, material, substance, chemical, or waste (or combination thereof) that is listed, defined, designated, regulated or classified as hazardous, explosive, corrosive, flammable, infectious, toxic, carcinogenic, mutagenic, radioactive, dangerous, a pollutant, a contaminant, or words of similar meaning or effect under any Environmental Law, (b) substance that requires removal or remediation under any Environmental Law, (c) substance that can give rise to liability under any Environmental Law or the presence of which requires investigation, clean up, removal, abatement, remediation or other corrective or remedial action under any Environmental Laws, and (d) petroleum or petroleum by-products (including crude oil and any fractions thereof), natural gas, synthetic gas and any mixtures thereof, asbestos or asbestos-containing materials or products, per- and polyfluoroalkyl substances, polychlorinated biphenyls (PCBs) or materials containing same, radioactive materials, lead-based paints or materials, or radon or other materials that may have an adverse effect on human health or the environment.

“Insurance Policies” has the meaning set forth in Section 3.13.

“Intellectual Property” means any and all rights, title and interest in or relating to intellectual property of any type or similar proprietary rights, which may exist or be created under the Laws of any jurisdiction throughout the world, including the following, whether Registered or unregistered: (a) inventions, whether patentable or not, and all patents and patent applications, industrial designs, and utility models, together with all reissues, provisionals, continuations, continuations-in-part, divisionals, renewals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, internet domain names, social media accounts and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals and extensions in connection therewith, and all goodwill associated with any of the foregoing (collectively, “Marks”); (c) copyrightable works, rights associated with works of authorship, including software (in both source and object code form), databases, websites, exclusive exploitation rights, mask work rights, copyrights, database and design rights, all registrations and recordations thereof and applications in connection therewith, along with all extensions and renewals thereof and all moral rights associated with any of the foregoing; (d) trade secrets, know-how and other proprietary and confidential information, including inventions (whether or not patentable), invention disclosures, ideas, improvements, algorithms, source code, data, data analytics, methods, processes, designs, drawings, blue prints, specifications, formulae, customer lists and supplier lists (collectively, “Trade Secrets”); (e) software, including interpreted or compiled source code, object code, development documentation, and programming tools; and (f) tangible embodiments of the foregoing.

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

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

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

“Knowledge” of a Person (and other words of similar import) (a) in reference to the Seller means the actual knowledge of any director or executive officer of the Seller, after reasonable inquiry of relevant internal department heads and (b) in reference to the Buyer means the actual knowledge of David Shields, Chief Financial Officer, after due inquiry or investigation. For the avoidance of doubt, no Person named in this definition shall have any personal liability or obligations solely rising out of such Knowledge.

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

“Leased Real Property” means any real property that is leased, subleased, licensed or otherwise occupied by the Seller pursuant to a Lease. .

“Leases” means all leases, subleases, licenses, concessions, leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property of the Seller which is used in the Business, and other agreements, including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, in each case pursuant to which Seller holds or has any interest in Leased Real Property

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

“Lien” means any lien (statutory or otherwise), hypothecation, encumbrance, Claim, security interest, mortgage, lease, deed of trust, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, servitude, covenant, encroachment, option, right of use, first offer, or first refusal, setoff, recoupment, right of recovery, Decree or Final Order of any Governmental Entity, of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown. Without limiting the foregoing, “Lien” also includes, without limitation, (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, and (iii) any leasehold interest, license, or other right, in favor of a third party or the Seller, to use any portion of the Acquired Assets.

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

“Material Adverse Effect” means any state of facts, change, event, effect, development, condition, circumstance or occurrence, that (a) is, or would reasonably be expected to be, individually or when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences, materially adverse to the condition (financial or otherwise) or results of operations of the Business (taken as a whole), including (for the avoidance of doubt and notwithstanding any carve out in the following provisions) the re-escalation (or “2nd wave”) of the COVID-19 pandemic and any other epidemic, pandemic or similar disease outbreak or illness, or (b) prevents, materially delays or materially impairs, or would reasonably be expected to prevent, materially delay or materially impair the ability of the Seller to consummate the transactions contemplated by this Agreement or the Related Agreements on the terms set forth herein and therein; provided, however, that with respect to clause (a) only, no change event, development or occurrence directly related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) national or international business, economic or

political conditions, including the engagement by the United States of America in international hostilities (not domestic), affecting (directly or indirectly) the industry in which the Business operates, whether or not pursuant to the declaration of war, or the occurrence of any military or terrorist attack upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America, except to the extent that such change has a disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (ii) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (iii) any change in GAAP or Law; (iv) any changes directly attributable to the public announcement of this Agreement or any Related Agreement, including by reason of the identity of the Buyer or any of its Affiliates; (v) resulting from any act of God; or (vi) in the case of the Seller or the Business, (A) the failure to meet or exceed any projection or forecast (it being understood that, with respect to this clause (vi)(A), the underlying facts or circumstances giving rise or contributing to the failure to meet such projection(s) or forecast(s) may be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect) or (B) changes in the business or operations of the Seller (including changes in credit terms offered by suppliers or financing sources) resulting from the announcement or the filing of the Seller's Chapter 11 Cases and the Seller's financial condition or the Seller's status as a debtor under Chapter 11 of the Bankruptcy Code, in each case with respect to clauses (i), (ii), (iii) and (v), except to the extent that such change, event, development or occurrence has a disproportionate effect on the Business relative to the effect that such change, event, development or occurrence has on other participants in the industry in which the Business operates.

"Material Contract" has the meaning set forth in Section 3.7(a).

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

"Non-Recourse Party" means, with respect to a party to this Agreement, any of such party's past, present and future direct or indirect equityholders, controlling Persons, directors, officers, employees, incorporators, members, managers, general or limited partners, shareholders, Affiliates, agents, attorneys, advisors, financing sources, representatives, assignees or successors (or any past, present and future direct or indirect equityholder, controlling Person, director, officer, employee, incorporator, member, manager, general or limited partner, shareholder, Affiliate, agent, attorney, advisor, financing source, representative, assignee or successor of any of the foregoing).

"Opt Out Deadline" has the meaning set forth in Section 2.6(c).

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

"Owned Intellectual Property" means all Intellectual Property that is (i) owned or purported to be owned by the Seller or (ii) owned or purported to be owned by Solutions and used solely in the Business of Seller.

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

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

“Permitted Liens” means Liens (a) for Taxes not yet due and payable or the validity or amount of which are being contested in good faith by appropriate proceedings and, in either case, only to the extent reserved on the books and records of the Seller, and (b) with respect to leased or licensed intellectual property under a non-exclusive lease or license of such intellectual property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assumed Contract.

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

“Personal Data” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and when referring to a Data Protection Requirement, has the same meaning as the similar or equivalent term defined thereunder.

“Personal Information” means any information that identifies or, alone or in combination with any other information, could reasonably be used to identify or locate a natural Person, including name, street address, telephone number, email address, identification number issued by a Governmental Entity, credit card number, bank information, customer or account number, online identifier, device identifier, IP address, location data, biometric data, medical or health information, or any other information that is considered “personally identifiable information,” “personal information,” or “personal data” under, or is otherwise regulated by, applicable Law (including Section 363(b) of the Bankruptcy Code).

“Personal Property Taxes” means all personal property Taxes of the Seller pertaining to the period on or before the Closing Date.

“Petition Date” has the meaning set forth in the recitals.

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

“Privacy Policies” means all published, posted and internal policies, procedures, agreements and notices relating to the collection, disclosure, destruction, or cross-border transfer of Personal Data.

“Processing” means any operation performed on Personal Data, including the collection, creation, receipt, access, use, handling, compilation, analysis, monitoring, maintenance, retention, storage, transmission, transfer, protection, disclosure, distribution, destruction, or disposal of Personal Data. The terms “Process” and “Processed” shall have correlative meanings.

“Proprietary Software” means all software owned or purported to be owned by the Seller.

“Purchase Price” has the meaning set forth in Section 2.5.

“Qualified Bid” means and competing bid that is submitted by a qualified bidder in accordance with the Bidding Procedures and Bidding Procedures Order and that is determined to be a Qualified Bid in accordance with such Bidding Procedures Order.

“Records” means the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, lists (including client and customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications, creative materials, advertising and promotional materials, marketing plans, studies, reports, data, supplier and vendor lists, purchase orders, sales and purchase invoices, production reports, personnel and employment records, financial and accounting records and similar materials exclusively related to the Business, the Acquired Assets and the Assumed Liabilities.

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

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

“Related Party” means any officer, director, manager, equity holder or Person in Control of the Seller or Solutions, or any member of the immediate family of the foregoing.

“Release” means any release, spill, emission, leaking, pumping, pouring, emptying, escaping, dumping, injection, deposit, disposal, discharge, dispersal, leaching or migrating into or through the indoor or outdoor environment or into or out of any property or facility, including the movement of Hazardous Materials through or in the natural or manmade environment, including ambient or indoor air, soil, surface water, groundwater, subsurface strata, property, or within any building, structure, facility or fixture.

“Remedial Action” means all actions as specifically required by any applicable Environmental Law or the jurisdictional Governmental Entity to (a) clean up, remove, treat or in any other way address any Hazardous Material in accordance with applicable risk-based environmental standards, (b) prevent or remediate the Release of any Hazardous Material in a manner that ensures such Release does not endanger or threaten to endanger human health, (c) prevent direct human exposure to Hazardous Material through the use of engineering and institutional controls, and (d) perform pre-remedial studies and investigations or post-remedial monitoring and care.

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

“Sale Motion” means that motion to be filed in the Seller’s Chapter 11 Case requesting that the Bankruptcy Court (a) enter the Bidding Procedures Order and (b) enter the Sale Order at the final hearing on the Sale Motion, and approve all related transactions.

“Sale Order” means an order of the Bankruptcy Court entered in the Seller’s Chapter 11 Case pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, approving this Agreement and the transactions contemplated hereby, in all respects as shall be reasonably satisfactory to the Seller and the Buyer, including (i) approving the sale and transfer of the Acquired Assets to the Buyer free and clear of all Liens, Claims and interests other than Permitted Liens, if any, pursuant to Section 363(f) of the Bankruptcy Code; (ii) approving the assumption and assignment to the Buyer of the Assumed Contracts; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing a finding that the transactions contemplated by this Agreement are undertaken by the Seller and the Buyer (solely in its capacity as such) at arm’s length, without collusion, and finding that the Buyer is a good-faith Buyer entitled to the protections of Section 363(m) of the Bankruptcy Code; (v) finding that due and adequate notice of the approval of the sale hearing and proposed Sale Order and an opportunity to be heard were provided to all Persons entitled thereto, including but not limited to, all Governmental Entities entitled to such notice; (vi) confirming that the Buyer is acquiring the Acquired Assets free and clear of all Liens and Liabilities, other than the Assumed Liabilities, and authorizing the Buyer (a) to execute and file such statements, instruments, releases and other documents on behalf of any Person asserting a Lien, Claim or Liability with respect to the Business or the Acquired Assets, (b) to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims and Liabilities against the Business and the Acquired Assets, and (c) to seek in the Bankruptcy Court or any other court to compel appropriate persons to execute termination statements, instruments of satisfaction, and releases of all Liens, Claims or Liabilities with respect to the Business or the Acquired Assets other than Assumed Liabilities; (vii) assuring that the Buyer will not be subject to successor liability for any Lien, Claims, Liabilities or causes of action of any kind or character against any Seller, whether known or unknown, unless expressly assumed as an Assumed Liability pursuant to this Agreement; (viii) authorizing the Buyer to freely own and operate the Business and the Acquired Assets; (ix) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement; (x) providing that the provisions of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) are waived and there will be no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure; (xi) permitting the Buyer to waive, in its sole discretion, the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure; (xii) finding that the Buyer has provided adequate assurance of future performance (as that term is used in Section 365 of the Bankruptcy Code) in connection with the assumption and assignment of the Assumed Contracts; (xiii) finding that the Buyer did not engage in any conduct which would allow this Agreement to be set aside pursuant to Section 363(n) of the Bankruptcy Code; and (xiv) granting related relief, which order shall be in all respects reasonably satisfactory to the Buyer.

“Seller” has the meaning set forth in the preamble.

“Seller-Provided IP” means all Intellectual Property that is licensed to Buyer pursuant to, or for which access thereto is otherwise provided to Buyer or its Subsidiaries in, this Agreement or the Transition Services Agreement.

“Seller’s Chapter 11 Cases” has the meaning set forth in the recitals.

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

“Solutions” has the meaning set forth in the preamble.

“Solutions Shared Services” means the contracts and services set forth on Annex 1 which are provided by Solutions in support of the Business.

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

“Successful Bidder” means the qualified bidder who shall have submitted the highest or otherwise best Qualified Bid at the conclusion of the Auction in accordance with the Bidding Procedures and Bidding Procedures Order.

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

“Tax Return” means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof that is filed with or supplied to, or required to be filed with or supplied to, any Governmental Entity.

“Transfer Tax” has the meaning set forth in Section 6.5.

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

“Transition Services Agreement” has the meaning set forth in Section 2.9(a)(iv).

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

“WARN Act” has the meaning set forth in Section 3.11(c).

ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale of Acquired Assets. Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, on the terms and subject to the conditions of this Agreement and subject to entry of the Sale Order, at the Closing, the Buyer shall purchase, acquire, and accept from the Seller, and the Seller shall sell, transfer, assign, convey, and deliver to the Buyer (or its assignee pursuant to Section 9.4), all of the Seller’s right, title and interest in, to or under all properties and assets of the Seller, of every kind and description, wherever located (including, for the avoidance of doubt, any assets located at any Leased Real Property), whether real, personal or mixed, tangible or intangible, that are used or useful in connection with the operation of the Business by the Seller in the Ordinary Course of Business, including all of the properties, rights, interests and other tangible and intangible assets of the Seller used or held for use in the Business set forth on Exhibit A attached hereto (collectively, the “Acquired Assets”), free and clear of all Liens (other than Permitted Liens) and Excluded Liabilities, in exchange for the consideration specified in Section 2.5; provided, however, that the Acquired Assets shall not include any Excluded Assets.

Section 2.2 Excluded Assets; Servicing of Excluded Accounts. Nothing contained herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Buyer, and the Seller shall retain all of its right, title and interest to, in and under the Excluded Assets; provided that the Buyer shall be the exclusive servicer of the non-delinquent (120-days or less past invoice date) Excluded Accounts and shall handle all communications with the account debtors concerning those accounts, including invoicing and in-house collections. The Buyer shall service those Excluded Accounts free of charge to the Seller employing the customary practices, policies, standards, procedures and the same degree of care that the Buyer uses in the management and collection of its own non-delinquent receivables, including Buyer’s commercially reasonable efforts to collect prompt payment with respect to such Excluded Accounts. The Buyer shall remit proceeds from the Excluded Accounts to the Seller promptly following the Buyer’s receipt of the same from the account debtors and the Buyer shall provide an accounting to the Seller every month with respect to its efforts in servicing the non-delinquent Excluded Accounts. The Seller shall retain all rights and the Buyer shall have no responsibilities with respect to the servicing of any delinquent (more than 120-days past invoice date) Excluded Accounts.

Section 2.3 Assumed Liabilities. On the terms and subject to the conditions of this Agreement and subject to entry of the Sale Order, at the Closing (or, with respect to assumed liabilities under Assumed Contracts or Assumed Permits that are expressly assumed by the Buyer after the Closing (or such later date of assumption as provided in Section 2.6), the Buyer shall assume, and become responsible for the following Liabilities of the Seller and no other Liabilities,

including the Excluded Liabilities (collectively, the “Assumed Liabilities”), and from and after the Closing (or such later date of assumption as provided in Section 2.6), agrees to timely pay, honor and discharge, or cause to be timely paid, honored and discharged, all Assumed Liabilities when due and in a timely manner in accordance with the terms thereof, and except for the Assumed Liabilities, the Buyer shall not be deemed to have assumed any other Liabilities of the Seller, any of its Affiliates or any predecessors of the foregoing:

(a) all Liabilities arising after the Closing Date under the Assumed Contracts and the Assumed Permits included in the Acquired Assets, in each case, to the extent that are incurred solely from the use of the Acquired Assets and conduct of the Business by the Buyer following the Closing Date;

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

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

(d) all Liabilities of the Seller with respect to customer warranty claims of the Business for services provided or jobs completed prior to Closing in an amount not to exceed \$150,000;

(e) all Liabilities of the Seller with respect to customer membership programs of the Business in an amount not to exceed \$150,000; and

(f) (i) all accrued vacation and sick time of the Transferred Employees that remains unused or unpaid as of the Closing in an amount not to exceed \$50,000 and (ii) any other Liabilities described as being assumed by Buyer in Section 6.4 (subparts (i) and (ii)) collectively, the (“Assumed Employee Liabilities”).

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

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

(b) all Liabilities of the Seller for fees, costs and expenses incurred in connection with Seller's Chapter 11 Cases or negotiating, preparing, closing and carrying out this Agreement and the transactions contemplated hereby or in investigating, pursuing or completing the transactions contemplated hereby including the solicitation of other potential acquirors of Seller or its Affiliates or the consideration of other strategic initiatives, including any fees and expenses of attorneys, investment bankers, finders, brokers, accountants, advisors and consultants or other transaction related costs;

(c) all Personal Property Taxes;

(d) all Liabilities of the Seller in respect of Claims (except to the extent of any Cure Amounts payable pursuant to Section 2.6(f) under any Assumed Contracts);

(e) all Liabilities arising in connection with any violation of any applicable Law relating to the period on or prior to the Closing Date by the Seller;

(f) any Environmental Claims, or Environmental Liabilities, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing Date or otherwise to the extent arising out of any actions or omissions of Seller, including, without limitation : (i) the Excluded Assets; (ii) the conduct of the Business or the ownership or operation of the Business, any property now or previously owned, leased or operated by any Seller or the Acquired Assets, in each case on or prior to the Closing Date; (iii) the presence or Release of or exposure to any Hazardous Materials at, on, under or migrating from any property now or previously owned, leased or operated by any Seller or any Acquired Asset or otherwise arising out of the ownership or operation of the Business, in each case arising at or prior to the Closing Date; (iv) the transportation, storage, treatment, disposal, generation, manufacturing, recycling, reclamation, use or other handling of any Hazardous Materials on or prior to the Closing Date with respect to any property now or previously owned, leased or operated by any Seller or the Acquired Assets or any activities or operations occurring or conducted at any real property used or held for use by any Seller (including offsite disposal) or the Acquired Assets, or relating in any manner to the ownership or operation of the Business on or prior to the Closing Date; (v) any violations of Environmental Law to the extent such violations occurred prior to the Closing Date; and/or (vi) the items set forth on Section 3.8 of the Disclosure Schedule;

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

(h) all Excluded Employee Liabilities;

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

(j) all Liabilities to any (i) current or former owner or holder of capital stock or other Equity Interests of any Seller or current or former holder of Claims against the

Seller or the Business (other than the Assumed Liabilities), (ii) current or former officer, manager or director of any Seller (including any Liability with respect to indemnification or advancement of expenses), or (iii) any current or former Subsidiary of the Seller, in each case in their capacity as such;

(k) all Liabilities relating to (i) the collection, storage, transmission, use or disposal of any Personal Information of any third party, in each case on or before the Closing Date, and (ii) the transfer of any such Personal Information to Buyer pursuant to this Agreement;

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

(m) all Liabilities of the Seller constituting trade accounts payable or other accounts payable incurred on or prior to the Closing Date to the extent not included as a Cure Amount for an Assumed Contract;

(n) all Liabilities relating to, arising from or with respect to, the conduct of the Business or the Acquired Assets (and the use thereof) arising or accruing at any time on or prior to the Closing Date to the extent not included as a Cure Amount for an Assumed Contract or expressly designated an Assumed Liability; and

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

Section 2.5 Consideration. The aggregate consideration for the sale, transfer, assignment, conveyance and delivery of the Acquired Assets to the Buyer (the “Purchase Price”) shall be (a) the Cash Purchase Price which shall be delivered to Seller in accordance with Section 2.9(b)(i) (by delivery of the Closing Seller Payment) and Section 2.13 (by delivery of the Good Faith Deposit); plus (b) the assumption of Assumed Liabilities (including the Cure Amounts payable pursuant to Section 2.6(f)). Not later than two (2) Business Days following the entry of the Bidding Procedures Order, the Buyer will confirm the then-current dollar amount of the Purchase Price in writing to the Seller, which amount shall be subject to upward adjustment at any time prior to or during the Auction.

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

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

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

extent reasonably requested with the Buyer in negotiations with the applicable non-debtor counterparties and/or landlords). The Buyer shall compensate the Seller for any reasonable, reasonably documented out-of-pocket, non-fixed costs with respect to the foregoing, but not to include outside counsel fees.

(c) Section 2.6(c)(i) of the Disclosure Schedule sets forth a true, correct, and complete list of all Contracts and Leases to which the Seller is a party with respect to the Business. Section 2.6(c)(ii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Seller's Employee Benefit Plans. Section 2.6(c)(iii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Assumable Permits with respect to the Business. The proposed Cure Amounts in respect of each Contract, Lease and Employee Benefit Plan, are also set forth in Section 2.6(c)(i) of the Disclosure Schedule. Buyer has advised the Seller that it may want the Seller to assume and assign certain of the Contracts and Leases set forth in Section 2.6(c)(i) of the Disclosure Schedule, Employee Benefit Plans set forth in Section 2.6(c)(ii) of the Disclosure Schedule and Assumable Permits set forth in Section 2.6(c)(iii) of the Disclosure Schedule, in each case, under section 365 of the Bankruptcy Code. The inclusion of any Contract or Lease on Section 2.6(c)(i) of the Disclosure Schedule, Employee Benefit Plan on Section 2.6(c)(ii) of the Disclosure Schedule or Assumable Permit on Section 2.6(c)(iii) of the Disclosure Schedule does not constitute an admission that a particular contract is an executory contract or unexpired lease within the meanings set forth in the Bankruptcy Code or require or guarantee that such Contract, Lease, Employee Benefit Plan or Assumable Permit will ultimately be assumed. All rights of Buyer with respect thereto are reserved. The Buyer shall, no later than five (5) days prior to the earlier of (i) a scheduled Auction or, (ii) in the event no Auction is held, prior to the hearing scheduled to consider entry of the Sale Order (the "Designation Deadline"), identify in writing to the Seller the Contracts, Leases, Employee Benefit Plans and Assumable Permits that the Buyer has decided subject to its other rights in this Section 2.6, will be Assumed Contracts by putting such agreements onto a contract and cure schedule (the "Contract and Cure Schedule"), will be Assumed Employee Benefit Plans by putting such Employee Benefit Plans on the "Assumed Employee Benefit Plan Schedule" or will be Assumed Permits by putting such Assumable Permits on the "Assumed Permit Schedule", each of which may be modified from time to time as set forth herein. Notwithstanding the foregoing, subject to its other rights in this Section 2.6, if the Buyer is designated as the Successful Bidder at the Auction, no later than seven (7) days after entry of the Sale Order, but in no event later than the Closing Date (the "Opt Out Deadline"), the Buyer may add or remove any Contract, Lease, Employee Benefit Plan or Assumable Permit to or from the Contract and Cure Schedule, Assumed Employee Benefit Plan Schedule or Assumed Permit Schedule, as applicable, in each case as may have been amended prior thereto by the Buyer in accordance with this clause (c), and, in the case of any Contract or Lease that is removed from the Contract and Cure Schedule, Employee Benefit Plan that is removed from the Assumed Employee Benefit Plan Schedule or Assumable Permit that is removed from the Assumed Permit Schedule, as applicable, either advise the Seller it has no objection to the Seller rejecting such Contract, Lease, Employee Benefit Plan or Assumable Permit, in each case by providing notice thereof to the Seller along with a further modified Contract and Cure Schedule, Assumed Employee Benefit Plan Schedule or Assumed Permit Schedule, as applicable. The final Contract and Cure Schedule, as modified by any such designations or removals is referred

to as the “Closing Assumed Contract List”. The final Assumed Employee Benefit Plan Schedule, as modified by any such designations or removals is referred to as the “Closing Assumed Employee Benefit Plan List”. The final Assumed Permit Schedule, as modified by any such designations or removals is referred to as the “Closing Assumed Permit List”. For the avoidance of doubt, at any time and from time to time prior to the Designation Deadline, or if the Buyer is designated as the Successful Bidder at the Auction, the Opt Out Deadline, the Buyer shall have the right, in its sole and absolute discretion, to designate a Contract, Lease, Employee Benefit Plan or Assumable Permit for exclusion and, subject to the Seller’s reasonable discretion, rejection by delivering written notice to the Seller along with (x) a modified Contract and Cure Schedule (and all such Contract and Leases shall be Excluded Assets and all Liabilities arising under or in connection with such Contracts shall be Excluded Liabilities), (y) a modified Assumed Employee Benefit Plan Schedule (and all such Employee Benefit Plans shall be Excluded Assets and all Liabilities arising under or in connection such Employee Benefit Plans shall be Excluded Liabilities) or (z) a modified Assumed Permit Schedule (and all such Assumable Permits shall be Excluded Assets and all Liabilities arising under or in connection with such Assumable Permits shall be Excluded Liabilities), without the necessity of providing prior notice to any non-debtor counterparty to any such Contract, Lease, Employee Benefit Plan or Assumable Permit.

(d) The Sale Order shall provide that each Contract and Lease included on the Closing Assumed Contract List and Cure Schedule, Employee Benefit Plan included on the Closing Assumed Employee Benefit Plan List and Assumable Permit included on the Closing Assumed Permit List will be deemed to have been assigned to the Buyer and become an Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit, as applicable, on the date (the “Assumption Effective Date”) that is the later of: (i) the Closing Date, or (ii) contemporaneously with the resolution of any objections to the assumption and assignment of such Contract or Lease (or to a proposed Cure Amount), Employee Benefit Plan or Assumable Permit.

(e) As part of the Sale Motion (or as necessary in one or more separate motions), the Seller shall request that, by virtue of the Seller providing prior notice of their intent to assume and assign any Contract, Lease, Employee Benefit Plan or Assumable Permit pursuant to the terms set forth in the Bidding Procedures Order, the Bankruptcy Court shall deem (by way of the Bidding Procedures Order or such other order of the Bankruptcy Court) any non-debtor party to such Contract, Lease, Employee Benefit Plan or Assumable Permit that does not file an objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract, Lease, Employee Benefit Plan or Assumable Permit by the relevant Seller and assignment to the Buyer. Subject to Section 2.6(j), (i) each Contract and Lease that is listed on Section 2.6(c)(i) of the Disclosure Schedule, but not the Closing Assumed Contract List, shall be rejected by the Seller, (ii) each Employee Benefit Plan that is listed on Section 2.6(c)(ii) of the Disclosure Schedule, but not the Closing Assumed Employee Benefit Plan List shall be rejected by the Seller and (iii) each Assumable Permit that is listed on Section 2.6(c)(iii) of the Disclosure Schedule, but not the Closing Assumed Permit List shall be rejected by the Seller, in each case of (i), (ii) and (iii), subject to the Seller’s reasonable discretion and approval by the Bankruptcy Court.

(f) In connection with the assumption and assignment to the Buyer of any Assumed Contract, amounts that must be paid and obligations that otherwise must be satisfied, pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in order to effectuate the assumption by the Seller and the assignment to the Buyer of such Assumed Contract, as agreed among the applicable non-debtor counterparty, the Seller and the Buyer, or as determined by the Bankruptcy Court, that relates to the period prior to the Assumption Effective Date (such amounts, the “Cure Amounts”), shall be paid by the Buyer, on the Assumption Effective Date, and not by the Seller and the Seller shall have liability therefor, and the Cure Amounts paid by the Buyer shall not reduce, directly or indirectly, the Cash Purchase Price received by the Seller hereunder.

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

(h) To the extent that any Consent that is required to assign to the Buyer any Contract or Lease is not obtained by the Closing Date, the Seller shall, with respect to each such Contract or Lease, from and after the Closing and until the earliest to occur of (x) the effective date of a Chapter 11 plan confirmed in the Seller’s Chapter 11 Cases, (y) the date on which such applicable Consent is obtained (which Consents the Parties shall use their commercially reasonable efforts, and cooperate with each other, to obtain promptly), and (z) the Consent Deadline, use commercially reasonable efforts to (i) provide to the Buyer the benefits under such Contract or Lease, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract or Lease in trust for the Buyer pending receipt of the required Consent) designed to provide such benefits to the Buyer, and (iii) use its commercially reasonable efforts to enforce for the account of the Buyer any rights of the Seller under such Contract or Lease (including the right to elect to terminate such Contract or Lease in accordance with the terms thereof upon the written direction of the Buyer). The Buyer shall reasonably cooperate with the Seller in order to enable the Seller to provide to the Buyer the benefits contemplated by this Section 2.6(h). The Buyer shall compensate the Seller for any reasonable and reasonably documented out-of-pocket, non-fixed costs with respect to any Assumed Contract for which a Necessary Consent has not been obtained until such time as such Assumed Contract is either (a) assumed by the Seller and assigned to the Buyer or (b) rejected by the Seller.

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

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

(k) If the Buyer includes a Previously Omitted Contract on the Contract and Cure Schedule in accordance with Section 2.6(j), the Seller shall file and serve a notice on the contract counterparties to such Previously Omitted Contract notifying such counterparties of the Seller's intention to assume and assign to the Buyer such Previously Omitted Contract, including the proposed Cure Amount (if any). Such notice shall provide such contract counterparties pursuant to the procedures set forth in the Bidding Procedures Order to object, in writing, to the Seller and the Buyer to the assumption of its Contract or Lease. If such counterparties, the Seller and the Buyer are unable to reach a consensual resolution with respect to the objection, the Seller shall seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such Previously Omitted Contract. If no objection is timely served on the Seller and the Buyer, then such Previously Omitted Contract shall be deemed assumed by the Seller and assigned to the Buyer pursuant to the Sale Order. The Seller and the Buyer shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for the Buyer to assume the rights and obligations under such Previously Omitted Contract.

Section 2.7 Reserved.

Section 2.8 Closing. The Parties agree that the closing of the transactions contemplated by this Agreement including the purchase and sale of the Acquired Assets pursuant to this Agreement (the “Closing”) shall take place electronically commencing at 10:00 a.m. (prevailing Eastern time) on the date that is the third (3rd) Business Day after the date on which all conditions to the obligations of the Seller and the Buyer to consummate the transactions contemplated hereby set forth in Article VII have been satisfied or waived (other than conditions with respect to actions that either or both the Seller and the Buyer will take at the Closing itself, but subject to the satisfaction or waiver (by the Party entitled to waive such condition) of those conditions) or at such other time or on such other date as shall be mutually agreed upon by the Seller and the Buyer prior thereto (the “Closing Date”); provided, however, the Closing shall occur prior to the End Date. The date and time on and at which the Closing actually occurs is referred to in this Agreement as the “Closing Date.”

Section 2.9 Deliveries at Closing.

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

- (i) the Acquired Assets;
- (ii) a copy of the Sale Order entered by the Bankruptcy Court;
- (iii) a Bill of Sale substantially in the form of Exhibit B attached hereto (the “Bill of Sale”);
- (iv) an Assignment and Assumption Agreement substantially in the form of Exhibit C attached hereto (the “Assignment and Assumption Agreement”);
- (v) an Intellectual Property Assignment substantially in the form of Exhibit D attached hereto together with any short-form assignments requested by the Buyer for recordation with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other Governmental Entity or domain name registrar (collectively, the “Intellectual Property Assignment”);
- (vi) the Transition Services Agreement, in the form attached hereto as Exhibit F (the “Transition Services Agreement”);
- (vii) one or more Assignment of Lease Agreements with respect to those Leases which constitute Assumed Contracts, substantially in the form attached hereto as Exhibit G (the “Assignment of Lease Agreement”);
- (viii) a certificate signed by an authorized officer of the Seller to the effect that each of the conditions specified in Section 7.1(a), Section 7.1(b) and Section 7.1(g) is satisfied in accordance with the terms thereof; and
- (ix) from the Seller, a duly completed and executed Internal Revenue Service Form W-9 certifying that the Seller is a “U.S. person” and is not subject to United States backup withholding.

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

- (i) the Closing Seller Payment;
- (ii) the Assignment and Assumption Agreement;
- (iii) the Intellectual Property Assignment;
- (iv) the Transition Services Agreement;
- (v) the Assignment of Leases Agreement(s);

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

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

Section 2.10 Allocation. As soon as reasonably practicable and in no event later than seventy-five (75) days after the Closing Date, the Buyer shall provide the Seller with a draft allocation of the Purchase Price for federal income tax purposes, including any liabilities properly included therein among the Acquired Assets and the agreements provided for herein, for federal, state and local income tax purposes (the "Allocation"). Within forty-five (45) days of the receipt of the Allocation, the Seller may deliver a written notice (the "Allocation Objection Notice") to the Buyer, setting forth in reasonable detail those items in the Allocation that the Seller disputes, if any. The Seller may make reasonable inquiries of the Buyer and its accountants and Service Providers relating to the Allocation, and the Buyer shall use reasonable efforts to cause any such accountants and Service Providers to cooperate with, and provide such requested information to, the Seller in a timely manner. If prior to the conclusion of such forty-five (45)-day period, the Seller notifies the Buyer in writing that the Seller will not provide any Allocation Objection Notice or if the Seller does not deliver an Allocation Objection Notice within such forty-five (45)-day period, then the Buyer's proposed Allocation shall be deemed agreed and final, conclusive and binding upon each of the Parties. Within thirty (30) days of the Seller's delivery of the Allocation Objection Notice, the Seller and the Buyer shall attempt to resolve in good faith any disputed items, and failing such resolution, the Buyer and Seller shall each be entitled to allocate any disputed items in the manner that they determine in their reasonable discretion. The Allocation shall be prepared in accordance with IRC Section 1060 and the treasury regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate). With respect to any portion of the Allocation that is agreed between the parties, (i) the Buyer and the Sellers shall each report the federal, state and local income and other Tax consequences of the transactions contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under IRC Section 1060 (or any successor form or successor provision of any future Tax Law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and (ii) neither Buyer nor Seller

will take any position inconsistent with the Allocation unless otherwise required under applicable Law.

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

Section 2.12 [Reserved.]

Section 2.13 Good Faith Deposit. Upon Buyer's execution of this Agreement, the Buyer shall remit an earnest-money deposit in the amount of ten percent (10%) of the Cash Purchase Price (i.e., \$1,150,000) to a non-interest-bearing escrow account maintained by Seller or Solutions (the "Good Faith Deposit"), which Good Faith Deposit shall be applied against the Purchase Price at Closing. Within five (5) Business Days of any termination of this Agreement, the Good Faith Deposit shall be returned to the Buyer if this Agreement is duly terminated in accordance with Section 8.1 (other than in the event of a Buyer Termination Breach). If a Buyer Termination Breach has occurred, the Good Faith Deposit shall be forfeited to the Seller's estate and such forfeiture of the Good Faith Deposit shall be Seller's sole and exclusive remedy and Seller shall have no further Claims or causes of action against Buyer arising from or relating to such termination of the Agreement.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER.**

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

Section 3.1 Organization of the Seller; Good Standing.

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

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

(c) True and complete copies of the organizational documents of the Seller have been made available to the Buyer.

(d) The Seller is duly authorized to conduct its business and is in good standing as a foreign limited liability company in each jurisdiction where the ownership or operation of the Acquired Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not individually or in the aggregate, reasonably be expected to result in a material liability to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby. No other jurisdiction has demanded, requested or otherwise indicated that the Seller is required so to qualify on account of ownership or operation of the Acquired Assets or the conduct of the Business.

(e) Except as set forth on Section 3.1(e) of the Disclosure Schedule, the Seller (i) has no Subsidiaries and (ii) does not directly or indirectly control any Subsidiary or any other Person which is involved in or relates to the Business. Except as set forth on Section 3.1(e) of the Disclosure Schedule, all outstanding equity interests of each Subsidiary of the Seller are held of record by the Seller and beneficially owned by the Seller, all outstanding equity interests of each Subsidiary, if any, of the Seller have been duly authorized and are fully paid and non-assessable. There are no outstanding or authorized, and there is no obligation of any Subsidiary of the Seller to issue or grant, any options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, preemptive rights, redemption rights, repurchase rights, rights of first refusal or other rights, or Contracts that could require any Subsidiary of the Seller to issue, sell or otherwise cause to become outstanding or that otherwise relate to the equity interests of any Subsidiary of the Seller or to redeem or otherwise acquire any of its outstanding equity interests, or obligate any Subsidiary of the Seller to grant, extend or enter into any such agreements.

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

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

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

Section 3.3 Noncontravention; Consents and Approvals.

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

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

Related Agreement, and except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to be material to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby.

Section 3.4 Capitalization. Section 3.4 of the Disclosure Schedule sets forth a true and complete list of each of the equityholders of the Seller and the Equity Interests held by each such equityholder.

Section 3.5 Acquired Assets. The Seller has good and valid title to, or, in the case of leased assets, has good and valid leasehold interests in, the Acquired Assets, and at the Closing will convey the Acquired Assets free and clear of all Liens (except for Permitted Liens). Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business taken as a whole, the Acquired Assets to be conveyed to Buyer hereunder at Closing (taking into account any rights granted or services to be provided under this Agreement and taking into account all provisions of this Agreement and the Related Agreements), will constitute, except for the Excluded Assets and the Solutions Shared Services, (a) all the properties, rights and other assets necessary and sufficient to carry on the Business in the Ordinary Course of Business as conducted by the Seller, and (b) all of the assets owned by the Seller or in which the Seller has an interest and held for use by the Seller in the conduct of the Business.

Section 3.6 Financial Statements; Projects.

(a) Attached as Schedule 3.6 are true, correct and complete copies of the statement of income of the Seller as of and for the fiscal year ended December 31, 2024 (collectively, the “Financial Statements”). To the Knowledge of the Seller, the Financial Statements are true, correct and complete and fairly present the results of operations of the Seller for such period in all material respects.

Section 3.7 Contracts.

(a) Section 3.7(a) of the Disclosure Schedule sets forth, to the Seller’s Knowledge, a true, correct and complete list of all Material Contracts to which the Seller is a party or by which its assets or the Business is bound and copies of all such Contracts and all other material Contracts or instruments entered into or delivered in connection therewith, as amended through the date hereof, have been delivered to or made available to the Buyer. Section 3.7(a) of the Disclosure Schedule specifically identifies the following Contracts related to the Business to which the Seller is a party with respect to the Business or by which the Business is bound (each item disclosed or required to be disclosed on Section 3.7(a) of the Disclosure Schedule, a “Material Contract”):

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

(ii) any Contract for the purchase or sale of equipment, supplies, products, goods on order, Inventory (as defined in the UCC) or other personal property, the performance of which will extend over a period of more than six

months after the Closing Date or involves consideration in excess of \$50,000 per annum;

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

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

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

(vi) each Contract (i) by which any Intellectual Property is licensed from any Person (other than licenses for commercially available, non-customized off-the-shelf software licensed through click-wrap software), (ii) pursuant to which the Seller grants any right or license to Owned Intellectual Property to any Person, or (iii) that contains any covenant not to sue or assert with respect to any Owned Intellectual Property;

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

(viii) any Contract relating to funded indebtedness;

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

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

(xi) each Contract with a Governmental Entity;

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

(xiii) any Contract with any Related Party.

(b) Each Material Contract is legal, valid, binding, enforceable and in full force and effect. Except as set forth on Section 3.7(b) of the Disclosure Schedule, neither the Seller nor, to the Seller's Knowledge, any other party thereto, is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract.

Section 3.8 Legal Compliance.

(a) The Seller is in compliance with all Laws and Decrees applicable to the Business or the Acquired Assets in all material respects. In the past twelve (12) months, the Seller has not received any written notice relating to material violations or alleged material violations or material defaults under any Law, Decree or any Permit, in each case, with respect to the Business or the Acquired Assets.

(b) To the Knowledge of Seller, the Seller nor any of its officers, managers, members, directors, agents, employees or any other Persons acting on their behalf has (i) made any illegal payment, including to any officer or employee of any Governmental Entity or any employee, customer or supplier of the Seller, or (ii) accepted or received any unlawful contributions, payments, expenditures or gifts; and no Litigation has been filed, commenced or, to the Knowledge of the Seller, threatened in writing or anticipated alleging any such payments. To the Knowledge of Seller, the Seller nor any of its officers, managers, members, directors, agents, employees or any other Persons acting on their behalf has taken any action that would result in a violation by the Seller of anti-corruption Law, or the rules and regulations issued thereunder or any other anti-bribery or anti-corruption Laws that are applicable to the Seller.

Section 3.9 Litigation. Except as set forth on Section 3.9 of the Disclosure Schedule, there is no Litigation pending or, to the Knowledge of the Seller, threatened, before any Governmental Entity brought by or against the Seller, whether on an individual or a class-action basis, and including any investigations by any attorney general or similar office on behalf of any Governmental Entity, that, if adversely determined, would not, individually or in the aggregate, reasonably be expected to be material to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby. There is no outstanding Decree to which the Business or the Seller is subject.

Section 3.10 Environmental, Health and Safety Matters.

(a) Except as set forth on Section 3.10(a) of the Disclosure Schedule, to the Knowledge of the Seller, the Seller, is, and for the past twelve (12) months, has been, in compliance in all material respects with all applicable Environmental Laws applicable to the Business, the Leased Real Property, or the Acquired Assets (which compliance includes the possession by the Seller of all necessary Environmental Permits in connection with the conduct of the Business, and compliance with the terms and conditions thereof).

(b) Except as set forth on Section 3.10(b)-1 of the Disclosure Schedule, to the Knowledge of the Seller, the Seller has not received from any Person, with respect to the Business or the Acquired Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date. Except as set forth on Section 3.10(b)-2 of the Disclosure Schedule, to the Knowledge of the Seller, there are no Decrees outstanding, or any Environmental Claims pending or threatened, in connection with the operation of the Business or the Leased Real Property or otherwise with respect to the ownership or use of the Acquired Assets.

(c) Seller has obtained and is in material compliance with all Environmental Permits necessary for the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Acquired Assets and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with Environmental Law.

(d) Except as disclosed on Section 3.10(d) of the Disclosure Schedule, to the Knowledge of the Seller, with respect to the Leased Real Property and the Acquired Assets, or otherwise in connection with the Business: (A) no Release by the Seller or by any other Person, of Hazardous Materials has occurred on, into, to or from any such property in such a manner as to give rise to any Liabilities under Environmental Laws or Environmental Permits; and (B) no Hazardous Materials are present or alleged to be present at any such property that are in violation of Environmental Laws or Environmental Permits, or which have given rise, or which could reasonably be expected to give rise, to any Liabilities or Remedial Action under Environmental Laws or Environmental Permits.

(e) To the Knowledge of Seller, the Seller has not disposed of, transported, arranged for transport, or otherwise sent any Hazardous Materials used in, made by, or generated by the conduct of the Business to any site or location where a Release of Hazardous Materials has occurred that requires, or would reasonably be expected to require Remedial Action under applicable Environmental Laws, or that otherwise would reasonably be expected to result in Liabilities. To the Knowledge of Seller, the Seller has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller.

(f) To the Knowledge of the Seller, neither the execution of this Agreement nor consummation of the transactions contemplated by this Agreement will require the undertaking of any Remedial Action pursuant to Environmental Laws.

Section 3.11 Employees and Employment Matters.

(a) Section 3.11(a) of the Disclosure Schedule lists all natural persons who are employees, independent contractors or consultants of the Business, including any employee who is on a leave of absence of any nature, paid or unpaid, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full-time or part-time); (iii) location; (iv) current annual base compensation rate or fee; and (v) commission, bonus or other incentive-based compensation paid in 2024. All compensation, including wages, commissions, bonuses, fees and other compensation, payable to all employees of the Business for services performed on or prior to the date hereof and/or the Closing (as applicable) have been paid in full or accrued in full.

(b) With respect to the Business and the Acquired Assets, the Seller is not, and since January 1, 2021, has not been, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization (collectively, "Unions"), and there is not, and has not been since January 1, 2021, any Union representing or purporting to represent any employee of the Business and, to the

Seller's Knowledge, no Union or group of employees is seeking or has sought to organize employees for the purpose of collective bargaining. To the Seller's Knowledge, in the past twelve (12) months there has not been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting the Business.

(c) To the Seller's Knowledge, the Seller has not committed any material unfair labor practice since January 1, 2024. Since January 1, 2024, the Seller has not implemented any plant closing or layoff of the Transferred Employees in violation of the United States Worker Adjustment and Retraining Notification Act, or any similar applicable Law (collectively, the "WARN Act"). Except as set forth on Section 3.11(c) of the Disclosure Schedule, Seller is not a party to any pending, or, to the Knowledge of the Seller, threatened employment-related Litigation, and is in material compliance with all employment Laws.

(d) Except as set forth on Section 3.11(d) of the Disclosure Schedule, there are no written employment contracts or severance agreements with any Transferred Employees.

Section 3.12 Employee Benefit Plans.

(a) Section 3.12 of the Disclosure Schedule lists each Employee Benefit Plan that the Seller maintains with respect to the Transferred Employees. With respect to each such Employee Benefit Plan:

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

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

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

Section 3.13 Real Property. The Seller does not own, nor has it ever owned, any real property. Section 3.13 of the Disclosure Schedule sets forth the address of each Leased Real Property, and a true and complete list of all Leases for such Leased Real Property. The Seller has

made available to the Buyer true and complete copies of such Leases. With respect to each of the Leases:

- (a) such Lease is legal, valid, binding, enforceable and in full force and effect against the Seller subject to proper authorization and execution of such Lease by the other party thereto and the application of any bankruptcy or other creditor's rights Laws and the Seller has good and marketable title to the leasehold interest therein, free and clear of all Liens (other than Permitted Liens);
- (b) other than as set forth on Section 3.13(b) of the Disclosure Schedule, except as to the pendency of Seller's Chapter 11 Cases, the Seller is not in breach or default under such Lease; and
- (c) The Leased Real Property being used in the operation of the Business as currently conducted and is suitable for same, and no other real property is being used or is otherwise reasonably required to operate the Business as currently conducted or is anticipated to be operated pursuant to the terms hereof after the Closing Date.

Section 3.14 Permits. Section 3.14 of the Disclosure Schedule (i) contains a list of all material Permits and Contracts allowing the Seller to use a Permit (other than building/construction permits pulled by the Seller with respect to individual jobs) that the Seller holds in connection with the operations of the Business and whether such Permits are Assumable Permits and whether such Contracts are assignable; and (ii) indicates whether each individual who is a qualifier with respect to any such material Permit is an employee of Seller, in each case of clause (i) and (ii), as of March 16, 2025. There is no Litigation pending, nor to the Knowledge of the Seller, threatened in writing, that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Permits, other than any such Litigation that would not reasonably be expected to be, individually or in the aggregate, material to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby.

Section 3.15 Data Security and Privacy.

- (a) To the Knowledge of Seller, the Seller complies in all material respects with all Data Protection Requirements and neither the execution, delivery or performance of this Agreement will result in any violation of any Data Protection Requirement.
- (b) Since January 1, 2024, Seller has not suffered any systems failure, security breach, data loss or theft, unauthorized access to, use or disclosure of, or other adverse events or security incidents with respect to any Personal Data, in each case which would require notification of any Person pursuant to any Data Protection Requirement (collectively, a "Security Breach"). The Seller has not notified or been required subject to any Data Protection Requirement to notify any Person or Governmental Entity of any Security Breach. Since January 1, 2024, to the Knowledge of the Seller, has there been any material fact or circumstance that would require Seller to notify any Governmental Entity or other Person of any Security Breach under any Data Protection Requirement.
- (c) Since January 1, 2024, Seller has not received any subpoenas, demands, or other notices from any Governmental Entity investigating, auditing, inquiring into, or

otherwise relating to any actual or potential violation of any Data Protection Law. Since January 1, 2024, no notice, complaint, claim, inquiry, audit, enforcement action, proceeding, or litigation of any kind has been served on, or initiated against the Seller or any of its officers, directors, or employees (in their capacity as such) by any private party or Governmental Entity, foreign or domestic, under any Data Protection Requirement.

(d) Seller has at all times in the past year implemented and maintained in all material respects commercially reasonable and appropriate security programs to protect Personal Data in connection with the operation of the Business. Since January 1, 2024, to the Knowledge of Seller, (i) no material breach or violation of any security program or Privacy Policy, included within that security program, has occurred or is threatened and (ii) there has been no breach of security of, or unauthorized or improperly authorized, accidental, or unlawful destruction, loss, alteration, access, use, or disclosure of any Personal Data collected, maintained transmitted, stored, or otherwise Processed by or for Seller.

Section 3.16 Insurance. Section 3.16 of the Disclosure Schedule contains a list of all insurance policies, including primary, excess and umbrella bond and other forms of material insurance owned or held by or on behalf, or providing insurance coverage to the Business, the Seller and its operations, properties and assets (collectively, the “Insurance Policies”), excluding director and officer, fiduciary or executive liability policies. The term “Insurance Policies” does not include policies of insurance that fund or relate to any Employee Benefit Plan. All of the Insurance Policies are in full force and effect and no written notice of cancellation or termination has been received by the Seller with respect to any of the Insurance Policies. There is no claim by the Seller or any other Person pending under any Insurance Policies as to which coverage has been denied or disputed.

Section 3.17 Absence of Changes. Except as set forth on Section 3.17 of the Disclosure Schedule, except with respect to the Seller’s Chapter 11 Cases, since January 1, 2024, (a) the Business has been conducted only in the Ordinary Course of Business, and (b) there is no state of facts, change, event, effect, development, condition, circumstance or occurrence that has occurred or, to the Knowledge of the Seller, been threatened that (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences) has had or is reasonably likely to have, a Material Adverse Effect.

Section 3.18 Intellectual Property.

(a) Section 3.18 of the Disclosure Schedule sets forth a true, accurate and complete list of the following Owned Intellectual Property: (i) patents and patent applications, (ii) Registered Marks and Mark applications, (iii) registered copyrights, (iv) Internet domain names, (v) social media accounts, (vi) material unregistered Marks and (vii) material Proprietary Software, in (items (i)-(v), the “Business Intellectual Property Registrations”). The Business Intellectual Property Registrations are subsisting, unexpired, valid and enforceable. The Seller has taken all reasonably necessary actions, including making all necessary filings and paying all necessary fees, to maintain and protect the Business Intellectual Property Registrations.

(b) The Seller exclusively owns all right, title and interest in and to the Owned Intellectual Property, and has a valid and enforceable right to use all other Intellectual Property used, held for use or necessary to the operation of the Business (together with the Owned Intellectual Property, the “Business Intellectual Property”), in each case, free and clear of all Liens other than Permitted Liens. To the Knowledge of the Seller, the conduct of the Business, as previously conducted and as currently conducted, does not infringe, misappropriate, violate or dilute, and has not infringed, misappropriated, violated, or diluted, the Intellectual Property of any other Person. To the Knowledge of the Seller, no other Person is currently infringing, misappropriating, violating or diluting any Owned Intellectual Property.

(c) Other than with respect to third-party providers that provide services to the Business in the Ordinary Course of Business, Seller does not have any Contracts (including any license, sublicense, consent to use agreement, settlement agreement, coexistence agreement, covenant not to sue, waiver, release, permission, domain name registration agreement, and term of service) pursuant to which: (i) Seller licenses or otherwise makes available any Owned Intellectual Property to any other Person; or (ii) any other Person licenses or otherwise makes available any Intellectual Property to Seller.

(d) The Owned Intellectual Property, together with all Intellectual Property used under a license (in each case, included in the Acquired Assets), or licensed under this Agreement, is sufficient for the operation of the Business as currently conducted. The Seller is in material compliance with all contractual obligations relating to the protection of the Intellectual Property it uses pursuant to license or other agreement. The consummation of the transactions contemplated by this Agreement will not alter or impair any rights of the Seller in or to any Business Intellectual Property.

(e) Since January 1, 2024, there is and has been no Litigation (including any opposition, cancellation, revocation, review, or other proceeding), whether settled, pending, or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution or other violation by the Seller of the Intellectual Property of any Person; (ii) challenging the validity, enforceability, registrability, patentability, or ownership of any of the Business Intellectual Property or the Seller’s right, title, or interest in or to any of the Business Intellectual Property; or (iii) by the Seller alleging any infringement, misappropriation, dilution or other violation by any Person of any of the Owned Intellectual Property.

(f) To Seller’s Knowledge, the Seller takes commercially reasonable actions to protect the integrity and security of the computers, software, hardware, middleware, servers, networks, interfaces, information technology, routers, and related systems owned, licensed, leased or used by the Seller (the “IT Assets”) and the information stored therein from unauthorized use, access or modification by third parties, and there has been no such unauthorized use, access or modification. The IT Assets are sufficient for the operation of the Seller’s businesses, including the Business, as currently conducted. operate in accordance with their respective documentation in all material respects, and to the Knowledge of Seller are free from Destructive Mechanisms. The Seller has sufficient seat licenses for the IT Assets used in the operation of the Business.

Section 3.19 Taxes.

(a) The Seller has complied with all laws relating to Taxes in all material respects. The Seller has duly and timely filed all income and other material Tax Returns required to be filed by it with respect to the Business, Acquired Assets or Transferred Employees and all such Tax Returns were true, correct and complete in all respects. All Taxes due and owing by the Seller or for which the Seller may be liable (whether or not shown as due on any Tax Return and including Taxes withheld or required to have been withheld by the Seller), and all Taxes with respect to the Business, Acquired Assets and the Transferred Employees, have been timely paid in full. There are no Liens for Taxes (other than Permitted Liens) on any of the Acquired Assets. There are no Tax audits, claims, deficiencies, assessments or other actions in process or pending with respect to the Business, the Acquired Assets or the Transferred Employees.

(b) The Seller has not (i) received from any Governmental Entity any Tax ruling, administrative relief, technical advice or change of method of accounting relating to or affecting the Business, any of the Acquired Assets or any of the Transferred Employees or made any request therefor that is still pending or (ii) executed or entered into a closing agreement relating to or affecting the Business, any of the Acquired Assets or any of the Transferred Employees pursuant to Section 7121 of the IRC or any predecessor provision thereof or any similar provision of any Law. The Seller has not received a written claim from a Governmental Entity in a jurisdiction in which it does not file a Tax Return that it may be subject to taxation by (or required to file a Tax Return in) that jurisdiction that has not yet been settled or otherwise resolved. The Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency, which waiver or extension is currently effective, nor has the Seller made any request in writing for any such extension or waiver that is currently outstanding.

(c) The Seller has materially complied with all escheat and unclaimed property Laws with respect to the Acquired Assets and the Business.

Section 3.20 Certain Business Relationships. Neither the Seller nor any of its Related Parties: (a) owes any amount to the Business and the Business does not owe any amount to any Related Party other than compensation for services, (b) is involved in any business arrangement or other relationship with the Business (whether written or oral), (c) owns any property or right, tangible or intangible, that is used by the Business, (d) has any claim or cause of action against the Business or (e) owns any direct or indirect interest of any kind in, or controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from, or has the right to participate in the profits of, any Person which is a competitor, supplier, customer, landlord, tenant, creditor or debtor of the Business.

Section 3.21 Restrictions on Business Activities. There is no Contract, Decree or other instrument binding upon the Seller that restricts or prohibits the Seller from competing with any other Person, from engaging in any business or from conducting activities in any geographic area, or that otherwise restricts or prohibits the conduct of the Business.

Section 3.22 Warranty Claims. Section 3.22 of the Disclosure Schedule sets forth the terms of the Seller's standard warranty offered with respect to the Seller's provision of services, including with respect to any maintenance or installation services.

Section 3.23 Brokers' Fees. Except for Jefferies Group LLC, neither the Seller nor any of its Affiliates has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated to pay.

Section 3.24 No Other Representations or Warranties. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), in any other Related Agreement or in any certificate delivered by the Seller or any of its officers pursuant to this Agreement, neither the Seller nor any other Person makes (and the Buyer is not relying upon) any other express or implied representation or warranty with respect to the Seller, the Business, the Acquired Assets (including the value, condition or use of any Acquired Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and the Seller disclaims any other representations or warranties, whether made by the Seller, any Affiliate of the Seller or any of its officers, directors, employees, agents or Representatives. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), in any other Related Agreement or in any certificate delivered by the Seller or any of its officers pursuant to this Agreement, the Seller (i) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Acquired Assets (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose, or of the probable success or profitability of the ownership, use or operation of the Business or the Acquired Assets by the Buyer after the Closing), and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyer or its Affiliates or Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyer by any director, officer, employee, agent, consultant or Representative of the Seller).

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE BUYER

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

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

Section 4.2 Authorization of Transaction.

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

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

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

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

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

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

Section 4.6 Financial Capacity. The Buyer (a) has the resources (including sufficient funds available to pay the Purchase Price and any other expenses and payments incurred by the Buyer in connection with the transactions contemplated by this Agreement) and capabilities (financial or otherwise) to perform its obligations hereunder, and (b) has not incurred any obligation, commitment, restriction or Liability of any kind, that would reasonably be expected to impair or adversely affect such resources and capabilities.

Section 4.7 Condition of the Business. Intentionally Moved.

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

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

ARTICLE V PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII (except as otherwise expressly stated to apply to a different period):

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

be expected to result in any of the conditions to any other Party's obligations to consummate the transactions contemplated hereby set forth in Article VII to not be satisfied.

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

Section 5.3 Bankruptcy Actions.

(a) The Seller shall file the Sale Motion with the Bankruptcy Court within two (2) Business Days following commencement of the Seller's Chapter 11 Cases and shall use commercially reasonable best efforts to cause each of Bidding Procedures Order and Sale Order to be issued, entered and become a Final Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. Seller shall take all necessary and appropriate actions in the Bankruptcy Court pursuant to Section 363(b) of the Bankruptcy Code or otherwise as may be required to properly effectuate the transfer to Buyer any Personal Information used or useful in the operation of the Business.

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

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

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

(e) Without limiting its other obligations under this Agreement, the Buyer shall promptly take such actions as are reasonably requested by the Seller to assist in obtaining entry of the Sale Order, including providing evidence of adequate assurance of future

performance by the Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

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

Section 5.4 Conduct of Business. The Seller agrees that, during the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, except as may be (i) required by the Bankruptcy Court, the Bankruptcy Code, or applicable Law, or (ii) agreed to in writing by the Buyer, the Seller shall, in the context of Seller's Chapter 11 Cases: (a) operate the Business in the Ordinary Course of Business and in accordance with applicable Laws, and use commercially reasonable efforts to (A) preserve and maintain the present business operations, organization and goodwill of the Seller and the Business, (B) preserve the present relationships with customers and suppliers of the Seller, (C) maintain levels of insurance and performing maintenance and repairs, in each case, are required to comply with applicable Law, and (D) comply in all material respects with applicable Laws; and (b) maintain in effect all material Permits. Without limiting the generality of the foregoing, from the date hereof until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, except (1) as expressly required by this Agreement, (2) as set forth on Schedule 5.4, or (3) with Buyer's prior written consent, the Seller shall not:

(a) amend their articles of incorporation, bylaws or other similar organizational documents (whether by merger, consolidation or otherwise);

(b) (i) authorize, sell or issue any of its Equity Interests, (ii) purchase, redeem or otherwise acquire or retire for value any of its Equity Interests or engage in any recapitalization, issuance or other transaction involving its Equity Interests, (iii) split, combine or reclassify their shares of capital stock, membership interests or other Equity Interests, or (iv) declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect thereof;

(c) change their methods of accounting, except as required by concurrent changes in GAAP or any other action that would have the effect of materially increasing the Tax liability related to the Business or any of the Acquired Assets for any Tax period (or portion thereof) beginning after the Closing Date;

(d) waive or release any material right or claim of the Business (other than any right or claim to the extent relating to any Excluded Assets or Excluded Liabilities), other than in the Ordinary Course of Business or as otherwise provided in the DIP Documents and any order approving the DIP Documents;

(e) (i) incur or suffer to exist any funded indebtedness except any such indebtedness that is an Excluded Liability, (ii) make any loans, advances or capital contributions to, or material investments in, any other Person, other than in the Ordinary

Course of Business or (iii) impose any Lien upon the Acquired Assets or the Business, tangible or intangible, other than Permitted Liens; provided, further, that in each case, except as provided in the DIP Documents and any order approving the DIP Documents;

(f) acquire, by merger or consolidation with, or by purchase of all or a substantial portion of the assets or stock of, or by any other manner, any business or entity, make any investment in any Person or enter into any joint venture, partnership or other similar arrangement for the conduct of the Business;

(g) form any Subsidiary or enter into any partnership, joint venture or similar relationship in which an Equity Interest of another Person is acquired;

(h) other than in connection with Seller's Chapter 11 Cases, (i) sell, transfer, lease or otherwise dispose of, or agree to sell, transfer, lease or otherwise dispose of, any material assets or properties other than in the Ordinary Course of Business, or (ii) lease, license or otherwise acquire, or agree to lease, license or otherwise acquire, any material assets or properties other than in the Ordinary Course of Business;

(i) make or agree to make any capital expenditures or commitments therefor such that the aggregate outstanding amount of unpaid obligations and commitments with respect thereto shall comprise in excess of \$300,000 on the date hereof;

(j) (i) divest, sell, license, sublicense, transfer, abandon, permit to lapse, permit to enter the public domain, pledge, grant, encumber or otherwise dispose of, any Owned Intellectual Property, other than non-exclusive licenses to customers granted in the Ordinary Course of Business; or (ii) disclose any Trade Secrets to any Person, without entering into an agreement in usual and customary form and substance with such Person protecting the confidentiality of such Trade Secrets;

(k) establish, adopt or materially amend any collective bargaining agreement or similar agreement with any labor union, works council or other labor organization;

(l) implement or announce any employee layoffs, furloughs, reductions in force, reductions in compensation, hour or benefits, work schedule changes or similar actions that could implicate the WARN Act or any similar state or local Laws;

(m) enter into any new line of business material to the Seller;

(n) enter into any Contract to take any of the foregoing actions.

Section 5.5 Notice of Developments. During the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, the Seller shall promptly disclose to the Buyer, on the one hand, and the Buyer shall promptly disclose to the Seller, on the other hand, in writing after attaining Knowledge of (i) the occurrence or non-occurrence of any event or the existence of any fact or condition that would cause or constitute a breach of any of its representations or warranties had any such representation or warranty been made as of the time of such Party's discovery of such event, fact or condition and (ii) any material failure on its part to comply with or satisfy any

covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.5 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement.

Section 5.6 Access. During the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, upon reasonable advance written request by the Buyer, the Seller shall provide the Buyer and its Representatives reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of the Seller, to all premises, properties, personnel, Records, Contracts and Leases related to the Seller, in each case, for the sole purpose of evaluating the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege with respect thereto or take any action in violation of applicable Law provided, that if the Seller withholds any information pursuant to the foregoing exceptions, it will notify the Buyer and describe the information being so withheld in a way that would not violate the applicable obligation or risk waiver of such privilege and use reasonable efforts to provide alternative means of disclosing such information including, if requested, extracts or summaries of such information. During the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, the Seller and Solutions, at the reasonable advanced written request of the Buyer, shall use commercially reasonable efforts to provide the Buyer introductions and access to Service Providers and third parties, including Contract counterparties, providing goods or services to the Business, including those third-parties and counterparties providing the Solutions Shared Services; provided that such access does not unreasonably interfere with the Seller's operation of the Business.

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

Section 5.8 Post-Closing Operation of the Seller. The Seller hereby acknowledges and agrees that following the Closing, the Buyer and its Affiliates shall have the sole right to the use of the Owned Intellectual Property, including those names, logos and Marks set forth on Exhibit E or similar or other relevant names or any Marks containing or comprising the foregoing, including any name or Mark confusingly similar thereto (collectively, the "Assumed Trade Names"). After the Closing, neither the Seller nor any of its Affiliates shall use any of the Owned Intellectual Property, including the Assumed Trade Names. Within sixty (60) days after the Closing, the Seller and its Affiliates shall promptly file with the applicable Governmental Entities, including the Bankruptcy Court, all documents necessary to delete from their names the Assumed Trade Names, and shall do or cause to be done all other acts, including the payment of any fees required in connection therewith, to cause such documents to become effective as promptly as reasonably practicable. Neither the Seller nor any of its Affiliates shall seek to register in any

jurisdiction any trade, corporate or business name, trademark or other name or source identifier that is a derivation, translation, adaptation, combination or variation of, or confusingly similar to, any of the Assumed Trade Names. Notwithstanding the foregoing, Seller shall retain the right to use such Assumed Trade Names solely as required in connection with the completion of all of the Seller's Chapter 11 Cases.

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

Section 5.10 Bankruptcy Court Approval. The Buyer and the Seller acknowledge that, under the Bankruptcy Code, the sale of Acquired Assets is subject to approval of the Bankruptcy Court. The Buyer and the Seller acknowledge that to obtain such approval, the Seller must demonstrate that they have taken reasonable steps to obtain the highest or best value possible for the Acquired Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Acquired Assets to prospective bidders, entertaining higher or better offers from qualified bidders and, if necessary, conducting an Auction and selling the Acquired Assets to another qualified bidder.

Section 5.11 Vehicle Lease. During the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, Buyer shall use commercially reasonable efforts to enter into a new lease for the vehicles listed on Schedule 5.11.

ARTICLE VI OTHER COVENANTS

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

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

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

Section 6.3 Availability of Business Records. From and after the Closing Date until the date that is three (3) years from the Closing Date, the Buyer shall promptly provide to the Seller and its Representatives (after reasonable notice and during normal business hours and without charge to Seller), at the Seller's sole cost and expense, reasonable access to all Records included in the Acquired Assets for periods prior to the Closing (as long as such access does not unreasonably interfere with the Buyer's business operations) to the extent such access is necessary in order for the Seller to comply with its obligations to administer Seller's Chapter 11 Cases or applicable Law or any contract to which it is a party, and so long as such access is subject to an obligation of confidentiality, and shall use commercially reasonable efforts to preserve such Records until the latest of (i) three (3) years after the Closing Date, (ii) the required retention period required by Law for all government contact information, records or documents, and (iii) the conclusion of all bankruptcy proceedings relating to the Seller's Chapter 11 Cases (the "Retention Period"). Such access shall include access to any information in electronic form to the extent reasonably available. The Buyer acknowledges that the Seller has the right to retain copies of all of Records included in the Acquired Assets for periods prior to the Closing subject to all confidentiality agreements applicable thereto. For a period of one (1) year immediately following the applicable Retention Period, prior to destroying any material Records included in the Acquired Assets for periods prior to the Closing, the Buyer shall use commercially reasonable efforts to reasonably notify the Seller thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and the Buyer shall permit the Seller to retain such Records subject to all confidentiality agreements applicable thereto. With respect to any litigation and claims that are Excluded Liabilities, the Buyer shall use commercially reasonable efforts to render, at the Seller's expense, all reasonable assistance that the Seller may request in defending such litigation or claim and shall make reasonable efforts to make personnel most knowledgeable about the matter in question available to the Seller. Notwithstanding anything herein to the contrary, in no event shall the Buyer or any Affiliates thereof be required to make any such books or records available

to the Seller or provide such access in connection with a dispute, litigation, claim or other Litigation involving Buyer or any Affiliates.

Section 6.4 Employee Matters.

(a) Effective immediately prior to the Closing, the Seller will terminate the employment of those employees of the Seller that are engaged in the Business. The Buyer shall offer employment as of the Closing Date to all active employees of the Business (such employees who accept such employment, the “Transferred Employees”). Such offers of employment made by the Buyer shall include at least base salary or hourly wage rate and commissions that are substantially similar in the aggregate to those that such employees received immediately prior to the Closing Date and such other terms and conditions solely to the extent to ensure that the transactions contemplated by this Agreement do not trigger the WARN Act or similar state and local Laws. Without limiting Seller’s responsibility for the Excluded Employee Liabilities, the Seller shall have no liability or obligation to any such Transferred Employee who becomes an employee of the Buyer on and after the Closing Date with respect to compensation payable or claims arising with respect to Buyer’s employment of such Transferred Employees during the post-Closing period. Subject to Seller’s compliance with Section 5.4(l) of this Agreement, the Buyer shall be responsible for all liabilities incurred pursuant to the WARN Act and any similar state or local Laws for Service Providers who become an employee of the Buyer in relation to any termination that occurs on or after the Closing Date. The Buyer shall have no liability or obligation to any employee of the Seller, including any employee of the Business, with respect to the Seller’s employment of such employee. Nothing in this Agreement shall restrict the rights of the Buyer under applicable Law or any employment contract with respect to any employee hired by the Buyer.

(b) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended to (x) prevent the Buyer from terminating the employment of any Person who becomes an employee of the Buyer or one of its Affiliates on or following the Closing, (y) confer upon any of the Seller’s employees or any Transferred Employee, or any legal representative or beneficiary thereof, any rights or remedies, including any right to employment or continued employment for any specified period, or compensation or benefits of any nature or kind whatsoever under this Agreement, or (z) create any third-party beneficiary rights in any Service Provider of any Seller or any of its Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining agreement representative.

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

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

Section 6.7 Reasonable, Out-of-Pocket, Non-Fixed Costs. With respect to any provision in this Agreement, including Sections 2.6(b), 2.6(h), 5.9 and 6.2, that requires the Buyer to compensate the Seller for its reasonable and reasonably documented, out-of-pocket, non-fixed costs, the Buyer and the Seller shall each use their commercially reasonable efforts to agree in advance in writing as to such costs pursuant to, among other things, the Transition Services Agreement or an approved budget.

Section 6.8 No Successor Liability. The Parties intend that, to the fullest extent permitted by Law (including under Section 363(f) of the Bankruptcy Code), upon the Closing, Buyer shall not be deemed to: (a) be the successor or successor employer of the Seller, including with respect to Environmental Liabilities; (b) have, de facto or otherwise, merged with or into the Seller; (c) have any common law successor liability in relation to any “multiemployer plan” (as defined in Section 3(37) of ERISA), any “multiple employer plan” (as defined in Section 413(c) of the IRC), or any “multiple employer welfare arrangement” (as defined in Section 3(40) of ERISA), including with respect to withdrawal liability or contribution obligations or with respect to any Environmental Liabilities, (d) be a mere continuation or substantial continuation of the Seller; or (e) be liable for any acts or omissions of the Seller in the conduct of the Business or arising under, or related to, the Acquired Assets, other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the Parties intend that Buyer shall not be liable for any Liability or Lien (other than Assumed Liabilities) against the Seller or any of the Seller’s predecessors or Affiliates and Buyer shall have no successor or vicarious Liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Acquired Assets or any Liabilities of Seller arising prior to the Closing Date. The Parties agree that the provisions substantially in the form of this Section 6.8 shall be reflected in the Sale Order.

Section 6.9 Wrong Pockets. After the Closing: (a) if the Seller or any of its Affiliates receive any amount that is an Acquired Asset or is otherwise properly due and owing to Buyer in accordance with the terms of this Agreement, Seller promptly shall remit, or shall cause to be remitted, such amount to Buyer in accordance with this Agreement and (b) if Buyer or any of its Affiliates receive any amount that is an Excluded Asset or is otherwise properly due and owing to Seller, Solutions or any of their respective Affiliates in accordance with the terms of this Agreement, Buyer promptly shall remit, or shall cause to be remitted, such amount to Seller in accordance with this Agreement.

ARTICLE VII CONDITIONS TO OBLIGATION TO CLOSING

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

(a) as of the date hereof and as of the Closing as if made at the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) the Fundamental Representations shall be true and correct in all respects, and (ii) other than the Fundamental Representations, all representations and warranties set forth in Article III shall be true and correct in all respects (without giving effect to any materiality, Material Adverse Effect or similar qualifications contained therein), except where the failure of such representations and warranties to be so true and correct has not resulted in, and would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect;

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

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

(d) no Governmental Entity shall have threatened, enacted, issued, promulgated, enforced or entered any Law or Decree that has the effect of rendering the transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing, illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing;

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

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

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

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

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

(a) as of the date hereof and as of the Closing as if made at the Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) any representation or warranty contained in Section 4.1, Section 4.2 or Section 4.3 shall be true and correct in all respects, and (ii) any other representation or warranty set forth in Article IV shall be true and correct in all respects except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, would not reasonably be expected to materially prevent, restrict or delay the Buyer's ability to consummate the transactions contemplated hereby or by any Related Agreement;

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

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

(d) no Governmental Entity shall have threatened, enacted, issued, promulgated, enforced or entered any Law or Decree that has the effect of rendering the transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing, illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing; and

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

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

ARTICLE VIII TERMINATION

Section 8.1 Termination of Agreement.

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

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

(2) by the Buyer (so long as there is not a then uncured Buyer Termination Breach), if there has been a breach of any of the Seller's representations, warranties or covenants contained in this Agreement which would result in the failure of the conditions set forth in Section 7.1 to be satisfied, and which breach has not been cured within the earlier of (i) ten (10) days after written notice of such breach has been delivered to the Seller from the Buyer (provided that no cure period shall be required for a breach which by its nature cannot be cured), and (ii) the day before the End Date (a "Seller Termination Breach");

(3) by the Seller (so long as there is not a then uncured Seller Termination Breach), if there has been a breach of any of the Buyer's representations, warranties or covenants contained in this Agreement which would result in the failure of a condition set forth in Section 7.2 to be satisfied, and which breach has not been cured within the earlier of (i) ten (10) days after written notice of such breach has been delivered to the Buyer from the Seller (provided that no cure period shall be required for a breach which by its nature cannot be cured), and (ii) the day before the End Date (a "Buyer Termination Breach");

(4) by either the Buyer or the Seller, if there is in effect a Final Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; provided, however, that the right to terminate this Agreement under this Section 8.1(a)(4) will not be available to any Party whose failure to fulfill any material covenant or obligation under this Agreement is the cause of or resulted in the action or event described in this Section 8.1(a)(4) occurring;

(5) by the Buyer if the Bankruptcy Court enters an order under which (a) any of the Seller's Chapter 11 Cases is dismissed or converted into a case under Chapter 7 of the Bankruptcy Code or (b) an examiner with expanded powers or trustee is appointed in any of the Seller's Chapter 11 Cases, and such Order is not reversed or vacated within fourteen (14) days after entry thereof; or

(6) by either the Buyer or the Seller, on or after the End Date if the Closing on the sale to the Buyer does not occur prior to the End Date.

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

Section 8.2 Effect of Termination. If this Agreement is terminated pursuant to Section 8.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other Party or its Affiliates, except that Section 2.13, this Article VIII and Article IX shall remain in full force and survive any termination of this Agreement. Notwithstanding the foregoing, in the event this Agreement is terminated by a Party because of the knowing and intentional breach of this Agreement by the other Party or because one or more

of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's knowing and intentional failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal rights and remedies hereunder and under applicable Law will survive such termination unimpaired.

Section 8.3 Expenses. The Seller shall pay its own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement, all Related Agreements, and the consummation of the transactions contemplated by this Agreement, including all fees and expenses of its advisors and representatives. Except for such expenses as shall be covered by the Expense Reimbursement in Section 8.5, the Buyer shall pay its own direct and indirect expenses incurred in connection with the preparation and negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement, including the fees and expenses of its advisors and representatives.

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

Section 8.5 Break-Up Fee and Expense Reimbursement. In consideration of Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and to compensate Buyer as a stalking-horse bidder, if this Agreement is terminated pursuant to Section 8.1(b) and Seller consummates an Alternative Transaction, then the Seller shall pay to Buyer the Break-Up Fee and the Expense Reimbursement at the closing of such Alternative Transaction by wire transfer of immediately available funds, provided that at the time of such termination of this Agreement, (i) the Buyer is not in breach of this Agreement in a manner that would prevent the satisfaction of the conditions to Closing set forth in Sections 7.2(a) and 7.2(b), and (ii) the Seller does not have the right to terminate, or has not otherwise terminated, this Agreement pursuant to Section 8.1(a)(3). For the avoidance of doubt, in the event that (x) the Buyer is not chosen at the Auction to be the Successful Bidder or the Back-Up Bidder, or (y) the Buyer is chosen at the Auction to be the Back-Up Bidder, but the period during which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures and Bidding Procedures Order has expired, and (z) the Buyer is otherwise entitled under Sections 8.5(i) and (ii) to payment of the Break-Up Fee and the Expense Reimbursement at the closing of an Alternative Transaction, in the event that the Alternative Transaction does not close, the Buyer shall be have an allowed administrative expense claim in the Seller's Chapter 11 Cases in an amount equal to the sum of the Break-Up Fee and the Expense Reimbursement. The Bidding Procedures Order shall provide that the Seller is authorized and directed to pay, or cause to be paid, the Break-Up Fee and the Expense Reimbursement to Buyer in accordance with the terms of this Agreement.

ARTICLE IX MISCELLANEOUS

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

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

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

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

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

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

If to the Seller:

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

-and-

Attention: Andrew Hede
Email: [REDACTED]

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

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

and

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

If to the Buyer:

Any Hour LLC
c/o Knox Lane LP
655 Montgomery Street, Suite 1905
San Francisco, CA 94111

Attention: Shamik Patel; Dave Coghlan; Mike Irby
Email: [REDACTED]

with copies (which shall not constitute notice) to:

Taft Stettinius & Hollister LLP
One Indiana Square
Suite 3500
Indianapolis, IN 46204-2023
Attention: Elijah J. Hammans; W. Timothy Miller
Email: ehammans@taftlaw.com; miller@taftlaw.com

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

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

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

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

Section 9.9 Specific Performance.

(a) Each of the Parties acknowledges and agrees that the other Parties (collectively, the "Enforcing Parties") would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached, so that, prior to the termination of this Agreement pursuant to Section 8.2, in addition to any other remedy that each of the Parties may have under Law or equity,

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

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

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

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

Section 9.12 No Survival of Representations, Warranties and Agreements. None of the Parties' representations, warranties, covenants, and other agreements in this Agreement, including any rights of the other Party or any third party arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Closing, except for (i) those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Closing, (ii) the Parties' representations and warranties relating to such Party's authority with regard to the execution of this Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby, (iii) the Buyer's representations and warranties in connection with the Seller's Chapter 11 Cases or the Bankruptcy Code, (iv) this Article IX, and (v) all defined terms set forth in Article I that are referenced in the foregoing provisions referred to in clauses (i) through (iv) above. Notwithstanding anything to the contrary, nothing in this Section 9.12 shall be deemed to constitute a waiver by the Buyer of actual and intentional common law fraud under Delaware Law committed by the Seller in the making of the representations and warranties set forth in Article III.

Section 9.13 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any

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

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

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

Section 9.16 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meaning ascribed to them in this Agreement. The representations and warranties of the Seller in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the applicable portions of the Disclosure Schedule reference, deemed to reference in accordance with this Section 9.16 or are applicable on their face. The Seller Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of this Agreement to which it relates. The disclosure in any section or paragraph of the Disclosure Schedule, and those in any amendment or supplement thereto, shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered or lettered section of this Agreement, except to the extent that: (a) such information is cross-referenced in another part of the Disclosure Schedule; or (b) it is reasonably apparent on the face of the disclosure (without reference to any document referred to therein or any independent knowledge on the part of the reader regarding the matter disclosed) that such information qualifies another schedule in the Disclosure Schedule. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract

or law shall be construed as a third party admission or third party indication that any such breach or violation exists or has actually occurred. All attachments to the Disclosure Schedule are incorporated by reference into the Disclosure Schedule in which they are directly or indirectly referenced.

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

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

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

Section 9.20 Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, the Buyer acknowledges and agrees that neither the Seller nor any other Person is making any representations or warranties whatsoever, express or implied, beyond those expressly set forth in Article III (as amended, supplemented and modified by the Disclosure Schedule), and the Buyer acknowledges and agrees that, except for the representations and warranties contained therein, the Acquired Assets and the Business are being transferred on a “where is” and, as to condition, “as is” basis. Any claims the Buyer or any of its Affiliates may have for breach of representation or warranty shall be based solely on the representations and warranties set forth in Article III (as amended, supplemented and modified by the Disclosure Schedule). The Buyer further represents, acknowledges and agrees that neither the Seller nor any other Person has made, and the Buyer is not relying upon, any representation or warranty, express or implied, regarding the Seller, the Business, the Acquired Assets, the Assumed Liabilities or the transactions contemplated by this Agreement, or regarding the accuracy or completeness of any information in connection with the foregoing, not expressly set forth in Article III, and neither the Seller nor any other Person will have or be subject to any liability to the Buyer or any other Person resulting from the distribution to the Buyer or any of its Representatives or the Buyer’s use of any such information. The Buyer further represents, acknowledges and agrees that no Person has been authorized by any other party hereto to make any promise, representation, warranty, covenant, agreement, or undertaking relating to any other party hereto or any of its Affiliates or otherwise in connection with this Agreement, any of the other Related Agreements or any of the transactions contemplated hereby or thereby (except as expressly set forth in this Agreement) and, if made, no such promise, representation, warranty, covenant, agreement, or undertaking was relied upon by such party and all of them are hereby expressly disclaimed. The Buyer represents, acknowledges and agrees that it is a sophisticated entity that was advised by knowledgeable counsel and financial and other advisors and hereby acknowledges that it has conducted, to its satisfaction, its own independent investigation and analysis of the Business (including its financial condition), the Acquired Assets and the Assumed Liabilities and, in making the determination to proceed with the transactions contemplated by this Agreement, the Buyer has relied solely on the results of its own independent investigation and the express representations and warranties set forth in Article III. Notwithstanding anything to the contrary, nothing in this Section 9.20 shall be deemed to

constitute a waiver by the Buyer of actual and intentional common law fraud under Delaware Law committed by the Seller in the making of the representations and warranties set forth in Article III.

Section 9.21 Non-Recourse. This Agreement may be enforced only against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may be brought only against the individuals and entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. With respect to each named party to this Agreement, no Non-Recourse Party of such named party to this Agreement shall have any liability (whether in contract tort, or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of such named party or for any claim based on, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby. Without limiting the rights of any party against the other parties to this Agreement, in no event shall any party hereto or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT**

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

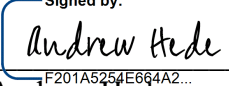
SOLUTIONS:

Air Pros Solutions, LLC

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

SELLER:

Air Pros One Source LLC

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

BUYER:

Any Hour LLC

Signed by:

By:

Shamik Patel

Name: Shamik Patel

Title: Vice President

Exhibit A

Acquired Assets

- (a) all rights to bill and receive payment for products sold or services performed by the Seller, in each case, exclusively related to projects or services of the Seller not completed as of 12:01 a.m. Eastern Time on the Closing Date;
- (b) all Inventory, Furnishings and Equipment (including IT equipment), supplies, machinery, fixtures, tools, vehicles and other tangible personal property;
- (c) all customer deposits with respect to open jobs;
- (d) all open customer job Permits;
- (e) all of the Contracts set forth on Section 2.6(c) of the Disclosure Schedule;
- (f) all Intellectual Property listed on Section 3.18 of the Disclosure Schedule;
- (g) all customer or potential customer lists and files, vendor lists and files, mailing lists, email lists, advertiser lists, databases (including archived databases) and similar material, whether in print or electronic form, including any lists relating to past, present or prospective customers;
- (h) all of Sellers' rights under confidentiality or non-disclosure agreements with respect to the Business or the Acquired Assets and with respect to solicitation and hiring of Transferred Employees;
- (i) all rights, interests, awards, recovery, indemnity, warranty, rebates (for the avoidance of doubt, not including rebates provided to Solutions), right of set-off, refund, reimbursement, or audit right available to the Sellers against third parties (such third parties not to include Solutions);
- (j) all pending insurance claims and proceeds arising from or relating to claims made prior to the Closing with respect to uncured adverse effects on the Acquired Assets or Assumed Liabilities (for the avoidance of doubt insurance claims with respect to business interruption shall not be considered an Acquired Asset);
- (k) to the extent permitted by law, all books, records, ledgers, files, reports, plans, documents, manuals, and all customer sales, marketing, advertising, packaging and promotional materials, data, software (including all data and other information whether written, recorded or stored on discs, tapes or other media and including all computerized data), technical data and all other and all telephone, telex and telephone facsimile numbers and other directory listings, email addresses and domain names (for the avoidance of doubt, the Acquired Assets shall not include (A) any attorney work product,

attorney-client communications and other items protected by attorney-client privilege or (B) books and records relating to Taxes);

- (l) historical employee records and personnel files, and any documentation related to existing human resources practices and policies, of the Seller, in each case, to the extent permitted to be transferred under applicable Law;
- (m) all of the Seller's call center records, scripts, and employee onboarding materials for services operated by Solutions on behalf of the Seller, in each case, to the extent exclusively related to the Business;
- (n) all of the Seller's licensing arrangements to the extent they are transferable;
- (o) all of the goodwill, customer relationships, going concern value and other intangible assets; and
- (p) all employee relationships with employees of the Business.

Remainder of Exhibits, Schedules, Annexes and Attachments Intentionally Omitted