

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 AIR PROS LEGACY BUSINESS UNITS, AND
(II) DESIGNATION OF THE AIR PROS LEGACY STALKING HORSE
BIDDER AS THE SUCCESSFUL BIDDER FOR THE ASSETS COVERED BY THE
AIR PROS LEGACY 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 Air Today Holdings L.L.C. (collectively, the “Air Pros Legacy Stalking Horse Bidder”), meaning that there are no other Qualified Bidders for the assets covered in the Air Pros Legacy Stalking Horse Purchase Agreement, substantially in the form annexed hereto as **Exhibit A**.

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

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



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

PLEASE TAKE FURTHER NOTICE THAT at the Sale Hearing to be held on **May 19, 2025 at 1:00 p.m. (prevailing Eastern Time)** before the Honorable Paul M. Baisier, at the **Bankruptcy Court, Richard B. Russell Federal Building and United States Courthouse 75 Ted Turner Drive, SW Atlanta, Georgia 30303**, the Debtors will seek entry of an order, approving the Sale of the assets covered by the Air Pros Legacy Stalking Horse Purchase Agreement free and clear of all liens, claims, interests and encumbrances except as otherwise provided in the Air Pros Legacy Stalking Horse Purchase Agreement with the Air Pros Legacy 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

Air Pros Legacy Stalking Horse Purchase Agreement

ASSET PURCHASE AGREEMENT

by and between

**AIR PROS SOLUTIONS, LLC AND CERTAIN OF ITS DIRECT AND INDIRECT
SUBSIDIARIES NAMED HEREIN, COLLECTIVELY, as Sellers**

and

AIR TODAY HOLDINGS L.L.C., as Buyer

March 6, 2025

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Exhibit B – Bill of Sale

Exhibit C – Assignment and Assumption Agreement

Exhibit D – Intellectual Property Assignment

Exhibit E – Bidding Procedures and Bidding Procedures Order

Exhibit F – Assumed Trade Names and Assumed Marks

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is entered into as of March 6, 2025, by and among (a) Air Pros Solutions, LLC, a Delaware limited liability company (“Solutions”), (b) each of (i) Air Pros, LLC, a Florida limited liability company (“AP Sub”), (ii) Air Pros West LLC, a Florida limited liability company (“APW Sub”), and (iii) Air Pros Boca LLC, a Delaware limited liability company (“APB Sub”), and collectively with AP Sub and APW Sub, the “Sellers”, and each a “Seller”) and (c) Air Today Holdings L.L.C., a Delaware limited liability company (the “Buyer”). The Sellers and the Buyer are sometimes referred to collectively herein as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

“Allocation” has the meaning set forth in Section 2.10.

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

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

“Arbitrating Accountant” has the meaning set forth in Section 2.10.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Bidding Procedures” means the bidding procedures to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, which order shall be reasonably satisfactory to the Buyer; provided that bidding procedures substantially in the form attached hereto as Exhibit E are reasonably satisfactory to the Buyer.

“Bidding Procedures Order” means the order to be entered by the Bankruptcy Court approving, among other things, this Agreement and the Bidding Procedures, which order shall be reasonably satisfactory to the Buyer; provided that the order substantially in the form attached hereto as Exhibit E is reasonably satisfactory to the Buyer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Disclosure Schedule” has the meaning set forth in Article III.

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

“End Date” means the close of business no later than thirty (30) days following the entry of the Sale Order.

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

“Environmental, Health and Safety Requirements” means, as enacted and in effect on or prior to the Closing Date, all applicable Laws concerning human health or safety, the treatment, transportation, manufacture, processing, generation, distribution, storage, clean-up, handling disposal, emission, discharge, Release or threatened Release of, or exposure to, Hazardous Material, pollution or the protection of the environment or natural resources.

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

“Excluded Assets” means, collectively, the following assets of the Sellers: (a) all certificates of incorporation or certificates of formation and other organizational documents, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock or other equity transfer books, stock or membership certificates relating to the Sellers and other documents relating to the organization, maintenance and existence of any Seller as a corporation or limited liability company; (b) all Records related to Taxes paid or payable by any Seller; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (c) Owned Equity Interests; (d) all Contracts and Leases that are not Assumed Contracts; (e) any (i) confidential personnel and medical Records pertaining to any Service Provider to the extent the disclosure of such information is prohibited by applicable Law and (ii) other Records that any Seller is required by Law to retain; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset, any Assumed Liability or any Service Provider hired by the Buyer on the Closing Date (to the extent not prohibited by applicable Law); (f) any documents and agreements of any Seller relating to the Sellers’ Chapter 11 Cases or to the sale or other disposition of the Business or the Acquired Assets or the sale or other disposition of any Excluded Assets; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (g) all Permits that are not Assumed Permits; (h) trade accounts receivable and other receivables from customers of the Sellers (whether current or non-current), in each case of this clause (h), related to projects or jobs that do not constitute an Open Job; (i) all rights to bill and receive payment for services performed and/or products sold by any Seller but unbilled or unpaid as of the Closing, in each case of this clause (i), related to projects or jobs that do not constitute an Open Job; and (j) any Cash.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

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

notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been filed, but as to which the Buyer, in its sole and absolute discretion, elects to proceed.

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

“GAAP” means United States generally accepted accounting principles.

“Good Faith Deposit” has the meaning set forth in Section 2.13.

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

“Hazardous Material” means any material, waste or other substance that is listed, defined, designated or classified as hazardous, radioactive or toxic or a pollutant or a contaminant under (or is regulated by or forms the basis for liability under) any Environmental, Health and Safety Requirements, including any admixture or solution thereof, and including petroleum and all derivatives thereof or synthetic substitutes therefor, asbestos or asbestos-containing materials in any form or condition and polychlorinated biphenyls.

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

“Initial Allocation” has the meaning set forth in Section 2.10.

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

“Intellectual Property” means any and all rights, title and interest in or relating to intellectual property of any type, which may exist or be created under the Laws of any jurisdiction throughout the world, including: (a) patents and patent applications, together with all reissues, provisionals, continuations, continuations-in-part, divisionals, renewals, extensions and

reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, internet domain names, social media accounts and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals and extensions in connection therewith, and all goodwill associated with any of the foregoing; (c) rights associated with works of authorship, including software, databases, websites, exclusive exploitation rights, mask work rights, copyrights, database and design rights, whether or not Registered or published, all registrations and recordations thereof and applications in connection therewith, along with all extensions and renewals thereof and all moral rights associated with any of the foregoing; and (d) trade secrets, know-how and other proprietary and confidential information, including inventions (whether or not patentable), invention disclosures, improvements, algorithms, source code, data analytics, methods, processes, designs, drawings, customer lists, supplier lists, together with all embodiments and fixations of any of the foregoing and all related documentation.

“Intellectual Property Assets” means the Intellectual property owned and used by each respective Seller and primarily used or held for use in the conduct of the Business, as disclosed in Section 3.15 of the Disclosure Schedule.

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

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

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

“Knowledge” of a Person (and other words of similar import) (a) in reference to the Sellers means the actual knowledge of any director or executive officer of the Sellers, without any duty of inquiry or investigation and (b) in reference to the Buyer means the actual knowledge of Anthony Perera and/or Max Kurzban, without any duty of inquiry or investigation. For the avoidance of doubt, no Person named in this definition shall have any personal liability or obligations solely rising out of such Knowledge.

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

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

“Leases” means all leases, subleases, licenses, concessions, and other agreements, including all amendments, extensions, renewals, guaranties, and other agreements with respect

thereto, in each case pursuant to which a Seller holds or has any interest in Leased Real Property, but excluding Contracts.

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

“Lien” means any mortgage, deed of trust, hypothecation, contractual restriction, pledge, lien, encumbrance, interest, charge, security interest, put, call, other option, right of first refusal, right of first offer, servitude, right of way, easement, conditional sale or installment contract, finance lease involving substantially the same effect, security agreement or other encumbrance or restriction on the use, transfer or ownership of any property of any type (including real property, tangible property and intangible property). For the avoidance of doubt, the definition of Lien shall not be deemed to include the grant of any non-exclusive license or sublicense of Intellectual Property by a Seller.

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

“Material Adverse Effect” means any state of facts, change, event, effect, development, condition, circumstance or occurrence (when taken together with all other states of fact, changes, events, effects, developments, conditions, circumstances or occurrences), that (a) is materially adverse to the Acquired Assets or the financial condition or results of operations of the Business (taken as a whole, but excluding the Excluded Assets and Excluded Liabilities), including (for the avoidance of doubt and notwithstanding any carve out in the following provisions) the re-escalation (or “2nd wave”) of the COVID-19 pandemic or (b) would reasonably be expected to prevent, materially delay or materially impair the ability of the Sellers to consummate the transactions contemplated by this Agreement or the Related Agreements on the terms set forth herein and therein; provided, however, that with respect to clause (a) only, no change event, development or occurrence related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) national or international business, economic or political conditions, including the engagement by the United States of America in international hostilities (not domestic), affecting (directly or indirectly) the industry in which the Business operates, whether or not pursuant to the declaration of war, or the occurrence of any military or terrorist attack upon the United States of America or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States of America, except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (ii) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index), except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates;

(iii) any change in GAAP or Law except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; (iv) any changes directly attributable to the announcement of this Agreement or any Related Agreement, including by reason of the identity of the Buyer or any of its Affiliates; (v) resulting from any act of God except to the extent that such change has a materially disproportionate adverse effect on the Business relative to the adverse effect that such changes have on other companies in the industry in which the Business operates; or (vi) in the case of the Sellers or the Business, (A) the failure to meet or exceed any projection or forecast (it being understood that, with respect to this clause (vi) (A), the underlying facts or circumstances giving rise or contributing to the failure to meet such projection(s) or forecast(s) may be deemed to constitute, or be taken into account in determining whether there has been, a Material Adverse Effect), or (B) changes in the business or operations of any Seller (including changes in credit terms offered by suppliers or financing sources) resulting from the announcement or the filing of the Sellers' Chapter 11 Cases and the Sellers' financial condition or the Sellers' status as debtors under Chapter 11 of the Bankruptcy Code.

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

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

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

"Open Job" means, as of the Closing, any open project or work in process of each Seller which such Seller, in its reasonable discretion, would record on its financial books and records as an open project or work in process.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice during the twelve month period ending on the date of this Agreement.

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

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

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

"Permitted Liens" means Liens (a) for Taxes not yet delinquent or which are being contested in good faith by appropriate proceedings and, in either case, to the extent reserved on

the books and records of the applicable Seller, (b) with respect to leased or licensed personal property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assumed Contract and (c) with respect to Capital Leases (to the extent constituting Assumed Contracts), for an aggregate amount of Indebtedness not to exceed Ten Thousand Dollars (\$10,000).

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

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

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

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

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

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

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

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

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

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

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

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

“Sale Hearing” means the hearing at which the Bankruptcy Court considers entry of a Sale Order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II PURCHASE AND SALE

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

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

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

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

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

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

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

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

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

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

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

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

(c) all Personal Property Taxes;

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

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

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

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

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

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

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

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

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

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

(n) all Liabilities maintained pursuant to or in connection with any Employee Benefit Plan that is not an Assumed Employee Benefit Plan; and

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

Section 2.5 Consideration. The aggregate consideration for the sale and transfer of the Acquired Assets to the Buyer (the "Purchase Price") shall be (i) \$2,000,000.00 in cash; plus (ii) the assumption of Assumed Liabilities (including the Cure Amounts). Not later than two (2) Business Days following the entry of the Bidding Procedures Order, the Buyer will confirm the then current dollar amount of the Purchase Price in writing to the Sellers, which amount shall be subject to upward adjustment at any time prior to or during the Auction.

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

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

(b) At the Buyer's request, the applicable Seller shall reasonably cooperate from the date hereof forward with the Buyer as reasonably requested by the Buyer to allow the Buyer to enter into an amendment of any Contract or Lease upon assignment to the Buyer of such Contract or Lease (and such Seller shall reasonably cooperate with the Buyer to the extent reasonably requested with the Buyer in negotiations with the applicable non-debtor counterparties and/or landlords). The Buyer shall compensate the Sellers for any reasonable, documented, out-of-pocket costs with respect to the foregoing.

(c) Section 2.6(c)(i) of the Disclosure Schedule sets forth a true, correct, and complete list of all Contracts and Leases exclusively related to the Business and to which any Seller is a party. Section 2.6(c)(ii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Sellers' Employee Benefit Plans. Section 2.6(c)(iii) of the Disclosure Schedule sets forth a true, correct, and complete list of all of the Assumable Permits with respect to the Business. Buyer has advised the Sellers that it may want the Sellers to assume and assign certain of the Contracts and Leases set forth in Section 2.6(c)(i) of the Disclosure Schedule, Employee Benefit Plans set forth in Section 2.6(c)(ii) of the Disclosure Schedule and Assumable Permits set forth in Section 2.6(c)(iii) of the Disclosure Schedule, in each case, under section 365 of the Bankruptcy Code. The inclusion of any Contract or Lease on Section 2.6(c)(i) of the Disclosure Schedule, Employee Benefit Plan on Section 2.6(c)(ii) of the Disclosure Schedule or Assumable Permit on Section 2.6(c)(iii) of the Disclosure Schedule does not constitute an admission that a particular contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract, Lease, Employee Benefit Plan or Assumable Permit will ultimately be assumed. All rights of Buyer with respect thereto are reserved. The Buyer shall, no later than seven (7) days prior to the earlier of (i) a scheduled Auction or, (ii) in the event no Auction is held, prior to the hearing scheduled to consider entry of the Sale Order, identify in writing to the Sellers the Contracts, Leases, Employee Benefit Plans and Assumable Permits that the Buyer has decided will be Assumed Contracts by putting such agreements onto a contract and cure schedule (the "Contract and Cure Schedule"), will be Assumed Employee Benefit Plans by putting such Employee Benefit Plans on the "Assumed Employee Benefit Plan Schedule" or will be Assumed Permits by putting such Assumable Permits on the "Assumed Permit Schedule".

(d) Unless the Bankruptcy Court orders otherwise, each Contract and Lease included on the Contract and Cure Schedule, Employee Benefit Plan included on the Assumed Employee Benefit Plan Schedule and Assumable Permit included on the Assumed Permit Schedule, as applicable, will be deemed to have been assigned to the Buyer and become an Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit, as applicable on the date (the "Assumption Effective Date") that is the later of: (i)

the Closing Date, or (ii) contemporaneously with the resolution of any objections to the assumption and assignment of such Contract or Lease (or to a proposed Cure Amount), Employee Benefit Plan or Assumable Permit.

(e) As part of the Sale Motion (or as necessary in one or more separate motions), the Sellers shall request that, by virtue of the Sellers providing prior notice of its intent to assume and assign any Contract, Lease, Employee Benefit Plan or Assumable Permit, pursuant to the terms set forth in the Bidding Procedures Order, the Bankruptcy Court shall deem (by way of the Bidding Procedures Order or such other order of the Bankruptcy Court) any non-debtor party to such Contract, Lease, Employee Benefit Plan or Assumable Permit that does not file an objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract, Lease, Employee Benefit Plan or Assumable Permit by the relevant Seller and assignment to the Buyer. For the avoidance of doubt, the Sellers may reject any Contract and Lease that is not an Assumed Contract, Assumed Employee Benefit Plan, or Assumed Permit.

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

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

(h) To the extent that any Consent that is required to assign to the Buyer any Contract or Lease is not obtained by the Closing Date, the applicable Seller shall, with

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

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

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

Sellers, if the Buyer elects to so include such Previously Omitted Contract on the Contract and Cure Schedule.

(k) If the Buyer includes a Previously Omitted Contract on the Contract and Cure Schedule in accordance with Section 2.6(j), the applicable Seller shall file and serve a notice on the contract counterparties to such Previously Omitted Contract notifying such counterparties of such Seller's intention to assume and assign to the Buyer such Previously Omitted Contract, including the proposed Cure Amount (if any). Such notice shall provide such contract counterparties pursuant to the procedures set forth in the Bidding Procedures Order to object, in writing, to the Sellers and the Buyer to the assumption of its Contract or Lease. If such counterparties, the Sellers and the Buyer are unable to reach a consensual resolution with respect to the objection within ten (10) Business Days, the Buyer shall have the right to require the Sellers to seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such Previously Omitted Contract. If no objection is timely served on the Sellers and the Buyer, then such Previously Omitted Contract shall be deemed assumed by such Seller and assigned to the Buyer pursuant to the Sale Order. The Sellers and the Buyer shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for the Buyer to assume the rights and obligations under such Previously Omitted Contract.

Section 2.7 [Reserved].

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

Section 2.9 Deliveries at Closing.

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

- (i) the Acquired Assets;
- (ii) a Bill of Sale substantially in the form of Exhibit B attached hereto (the "Bill of Sale");
- (iii) an Assignment and Assumption Agreement substantially in the form of Exhibit C attached hereto (the "Assignment and Assumption Agreement");

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

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

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

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

(i) the Purchase Price (less any Good Faith Deposit previously paid to Sellers under Section 2.13);

(ii) the Assignment and Assumption Agreement;

(iii) the Intellectual Property Assignment;

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

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

Section 2.10 Allocation. As soon as reasonably practicable and in no event later than sixty (60) days after the Closing Date, the Buyer shall provide the Sellers with a draft allocation of the Purchase Price for federal income tax purposes, including any liabilities properly included therein among the Acquired Assets and the agreements provided for herein, for federal, state and local income tax purposes (the “Initial Allocation”). In the event the Buyer fails to provide the Initial Allocation within such sixty (60) day period, then Sellers, may elect to deliver the Initial Allocation for review by Buyer pursuant to the following procedures. Within forty-five (45) days of the receipt of the Initial Allocation, the Sellers may deliver a written notice (the “Allocation Objection Notice”) to the Buyer, setting forth in reasonable detail those items in the Initial Allocation that the Sellers dispute, if any. The Sellers may make reasonable inquiries of the Buyer and its accountants and Service Providers relating to the Initial Allocation, and the Buyer shall use reasonable efforts to cause any such accountants and Service Providers to cooperate with, and provide such requested information to, the Sellers in a timely manner. If prior to the conclusion of such forty-five (45)-day period, the Sellers notify the Buyer in writing that they will not provide any Allocation Objection Notice or if the Sellers do not deliver an Allocation

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

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

such documents and other records as each Party reasonably requests in order to confirm all adjustment and proration calculations made pursuant to this Section 2.11.

Section 2.12 [Reserved].

Section 2.13 Good Faith Deposit. Upon Buyer's execution of this Agreement, the Buyer shall remit an earnest-money deposit in the amount of ten percent (10%) of the cash Purchase Price (i.e., two hundred thousand dollars (\$200,000.00)) to a non-interest-bearing escrow account maintained by a Seller or Solutions (the "Good Faith Deposit"), which Good Faith Deposit shall be applied against the Purchase Price at Closing. The Good Faith Deposit shall only be returned to the Buyer if the Buyer is not in breach under this Agreement and if the Agreement is terminated pursuant to the events set forth in Section 8.1(a) (other than Section 8.1(a)(3)), Section 8.1(b)(i), Section 8.1(b)(ii) or Section 8.1(b)(iii). If Buyer is not entitled to a return of the Good Faith Deposit (including in the event the Sellers have terminated this Agreement pursuant to Section 8.1(a)(3)), the Good Faith Deposit shall be forfeited to the Sellers' estates in addition to any other remedies that may be available to Sellers under Law, provided that, in the event of any forfeiture by Buyer of the Good Faith Deposit pursuant to this Agreement, (a) Sellers shall retain the Good Faith Deposit as liquidated damages, (b) Buyer shall have no further liability or obligation to any Seller under this Agreement, and (c) such forfeiture shall be Sellers' sole remedy against Buyer in relation to any claim or otherwise relating to this Agreement.

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

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

Section 3.1 Organization of Each Seller; Good Standing.

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

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

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

(d) Except as set forth on Section 3.1(d) of the Disclosure Schedule, such Seller has no Subsidiaries. Except as set forth on Section 3.1(d) of the Disclosure Schedule, all outstanding equity interests of each Subsidiary of such Seller are held of record by such Seller and beneficially owned by such Seller, all outstanding equity interests of each

Subsidiary, if any, of such Seller have been duly authorized and are fully paid and non-assessable. There are no outstanding or authorized, and there is no obligation of any Subsidiary of such Seller to issue or grant, any options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, preemptive rights, redemption rights, repurchase rights, rights of first refusal or other rights, or Contracts that could require any Subsidiary of such Seller to issue, sell or otherwise cause to become outstanding or that otherwise relate to the equity interests of any Subsidiary of such Seller or to redeem or otherwise acquire any of its outstanding equity interests, or obligate any Subsidiary of such Seller to grant, extend or enter into any such agreements.

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

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

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

Section 3.3 Noncontravention; Consents and Approvals.

(a) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) conflict with or result in a breach of the certificate of incorporation, certificate of formation, limited liability company agreement, by-laws or other organizational documents of such Seller, (ii) violate any Law to which such Seller is, or its respective

assets or properties are, subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any Contract to which such Seller is a party or by which it is bound or to which any of the Acquired Assets is subject, except as set forth on Section 3.3(a) of the Disclosure Schedule and, in the case of clause (ii) or (iii), for such violations, conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, have a Material Adverse Effect.

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

Section 3.4 Title to Acquired Assets. Such Seller has good and valid title to, or, in the case of leased assets, has good and valid leasehold interests in, the Acquired Assets, and at the Closing will convey the Acquired Assets free and clear of all Liens (except for Permitted Liens).

Section 3.5 Contracts.

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

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

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

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

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

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

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

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

(viii) any Contract relating to Indebtedness;

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

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

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

(xii) any Contract with any Related Party; and

(xiii) any Contract which pursuant to its terms cannot be cancelled by Seller (and Buyer following Closing) without penalty on 30 days or less notice.

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

Section 3.6 Legal Compliance. Such Seller is in compliance with all material Laws applicable to the Business or the Acquired Assets, except in any such case where the failure to be in compliance would not have a Material Adverse Effect, and such Seller has not received any written notice within the past twelve (12) months relating to violations or alleged violations or material defaults under any Law, Decree or any Permit, in each case, with respect to the Business.

Section 3.7 Litigation. Except as set forth on Section 3.7 of the Disclosure Schedule, there is no Litigation pending or, to the Knowledge of the Sellers, threatened, before any

Governmental Entity brought by or against such Seller, whether on an individual or a class-action basis, and including any investigations by any attorney general or similar office on behalf of any Governmental Entity, that, if adversely determined, would be material to the Business or materially impair such Seller's ability to consummate the transactions contemplated hereby or by the Related Agreements.

Section 3.8 Environmental, Health and Safety Matters.

(a) Except as set forth on Section 3.8 of the Disclosure Schedule, each Seller is, and since January 1, 2020, has been, in compliance with all applicable Environmental, Health and Safety Requirements with respect to the Leased Real Property, except in any such case where the failure to be in compliance would not have a Material Adverse Effect, and there are no Liabilities under any Environmental, Health and Safety Requirements with respect to the Business which would have a Material Adverse Effect.

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

(c) Such Seller has made available to the Buyer such environmental reports, documents, studies, analyses, investigations, audits and reviews in such Seller's possession as necessary to reasonably disclose to the Buyer any environmental, health or safety liability known to such Seller with respect to the Leased Real Property which would have a Material Adverse Effect.

Section 3.9 Employees and Employment Matters.

(a) Such Seller is not a party to or bound by any collective bargaining agreement covering the Transferred Employees, nor has any of them experienced any strike, walkout, work stoppage or other material collective bargaining dispute with respect to the Business within the twelve (12) months prior to the date hereof. No Seller has committed any material unfair labor practice within the twelve (12) months prior to the date hereof. Within the twelve (12) months prior to the date hereof, no Seller has implemented any plant closing or layoff of the Transferred Employees in violation of the United States Worker Adjustment and Retraining Notification Act, or any similar applicable Law (collectively, the "WARN Act"). Except as set forth on Section 3.9(a) of the Disclosure Schedule, no Seller is a party to any pending, or, to the Knowledge of the Sellers, threatened employment-related matters, and is in material compliance with all employment Laws.

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

Section 3.10 Employee Benefit Plans.

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

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

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

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

Section 3.11 Leased Real Property. Section 3.11 of the Disclosure Schedule sets forth the address of each Leased Real Property, and a true and complete list of all Leases for such Leased Real Property. Such Seller has made available to the Buyer true and complete copies of such Leases. With respect to each of the Leases:

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

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

Section 3.12 Permits. Section 3.12 of the Disclosure Schedule contains a list of all material Permits (other than building/construction permits pulled by the Sellers with respect to individual jobs) that such Seller holds in connection with the operations of the Business and whether such Permits are Assumable Permits. There is no Litigation pending, nor to the Knowledge of the Sellers, threatened in writing, that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Permits, other than any such Litigation that would not reasonably be expected to have a Material Adverse Effect.

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

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

Section 3.15 Intellectual Property. Section 3.15 of the Disclosure Schedule sets forth a true and complete list of all Intellectual Property owned by such Seller that is an issued patent or an application for a patent, a trademark registration or an application to register a trademark, and all material unregistered trademarks and software owned by such Seller and all domain names and material social media accounts usernames owned by such Seller. In addition, Section 3.15 of the Disclosure Schedule sets forth a true and complete list of all material Intellectual Property used pursuant to a license by each such Seller (other than licenses for commercially available, off-the-shelf or click-wrap software) (the “Licensed Intellectual Property”). To the Knowledge of the Seller, (i) all such material Intellectual Property Assets and all rights therein or associated therewith are valid and enforceable, and all licenses from third parties to any Seller of any material Licensed Intellectual Property are valid and enforceable. The use and commercial exploitation of the Intellectual Property Assets has not infringed or otherwise violated, and does not infringe or otherwise violate, any Intellectual Property of any other Person and, to the Sellers’ Knowledge, no Person is infringing or otherwise violating the Intellectual Property Assets of the Sellers.

Section 3.16 Taxes.

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

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

Section 3.17 No Brokers. No Buyer nor any of Affiliate thereof has entered into any Contract to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated to pay.

Section 3.18 No Other Representations or Warranties. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), neither such Seller nor any other Person makes (and the Buyer is not relying upon) any other express or implied representation or warranty with respect to such Seller, the Business, the Acquired Assets (including the value, condition or use of any Acquired Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and such Seller disclaims any other representations or warranties, whether made by such Seller, any other Seller, any Affiliate of any Seller or any of their respective officers, directors, employees, agents or Representatives. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), such Seller (i) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Acquired Assets (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose, or of the probable success or profitability of the ownership, use or operation of the Business or the Acquired Assets by the Buyer after the Closing), and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyer or its Affiliates or Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyer by any director, officer, employee, agent, consultant or Representative of such Seller). The disclosure of any matter or item in the Disclosure Schedule shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE BUYER

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

Section 4.1 Organization of the Buyer. The Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has

all requisite limited liability company power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

Section 4.2 Authorization of Transaction.

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

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

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

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

would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of the Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements.

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

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

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

Section 4.7 Condition of the Business. [Intentionally Moved.]

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

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

ARTICLE V PRE-CLOSING COVENANTS

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

Section 5.1 Certain Efforts; Cooperation. Subject to the Sellers' rights in connection with pursuing an Alternative Transaction pursuant to, and in accordance with, the Bidding Procedures Order, each of the Parties shall use commercially reasonable best efforts to obtain entry of the Bidding Procedures Order and Sale Order and to make effective the transactions contemplated by this Agreement on or prior to the End Date, except as otherwise provided in Section 5.2 or as otherwise expressly provided in this Agreement. Without limiting the generality of the foregoing, each of the Parties shall use commercially reasonable best efforts not to take any

action, or permit any of its Subsidiaries to take any action, to materially diminish the ability of any other Party to consummate, or materially delay any other Party's ability to consummate, the transactions contemplated hereby, including taking any action that is intended or would reasonably be expected to result in any of the conditions to any other Party's obligations to consummate the transactions contemplated hereby set forth in Article VII to not be satisfied.

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

Section 5.3 Bankruptcy Actions.

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

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

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

(d) [Reserved].

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

(f) Without limiting its other obligations under this Agreement, the Buyer shall promptly take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Sale Order, including a finding of adequate assurance of future performance

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

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

(h) In consideration for Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Sellers, and to induce Buyer to enter into this Agreement and to bid at the Auction, Sellers shall, jointly and severally, in accordance with the provisions of the Bidding Procedures Order and from the proceeds of an Alternative Transaction, pay to Buyer the Break-Up Fee and Expense Reimbursement (each as defined below) solely upon consummation of an Alternative Transaction and due within one (1) Business day after such consummation, provided that Buyer is not in breach of any of its obligations under this Agreement; and provided, further, that the Break-Up Fee and Expense Reimbursement shall not be payable to Buyer if this Agreement is terminated pursuant to Section 8.1(a)(3) or (4) hereof. The Sellers' obligation to pay the Break-Up Fee and Expense Reimbursement shall constitute an allowed administrative expense.

As used in this Agreement:

- (A) "Break-Up Fee" means a break-up fee payable to Buyer pursuant to this Section in an amount equal to three percent (3%) of the cash portion of the Purchase Price, which is \$60,000.00 and
- (B) "Expense Reimbursement" means reimbursement of Buyer's reasonable, documented, direct and out-of-pocket expenses incurred in connection with the negotiation of this Agreement and the transactions contemplated by this Agreement, not to exceed \$20,000.00.

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

- (a) use commercially reasonable efforts to operate the Business in the Ordinary Course of Business, including maintaining levels of insurance and performing maintenance and repairs, in each case, are required to comply with applicable Law;
- (b) pay all administrative claims in the Ordinary Course of Business;
- (c) maintain in effect all material Permits;
- (d) not amend their articles of incorporation, bylaws or other similar organizational documents (whether by merger, consolidation or otherwise) in a manner materially adverse to the Buyer;

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

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

(g) comply with the material terms of each Assumed Contract (except as required by the Bankruptcy Court) and not waive or release any material right or claim of the Business (other than any right or claim to the extent relating to any Excluded Assets or Excluded Liabilities), other than in the Ordinary Course of Business or as otherwise provided for in the pleadings concerning debtor-in-possession financing in the Sellers' Chapter 11 Cases;

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

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

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

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

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

Section 5.7 Bulk Transfer Laws. Each Seller shall ensure that the Sale Order shall provide either that (a) such Seller has complied with any applicable bulk sale or bulk transfer Laws

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

Section 5.8 Post-Closing Operation of the Sellers. The Sellers hereby acknowledge and agree that upon the consummation of the transactions contemplated hereby, the Buyer shall have the sole right to the use of the names set forth on Exhibit F or similar or other relevant names or any service marks, trademarks, trade names, identifying symbols, logos, emblems or signs containing or comprising the foregoing, including any name or mark confusingly similar thereto (collectively, the “Assumed Trade Names”). After the Closing Date, none of the Sellers nor any of their respective Affiliates shall use the name or mark set forth on Exhibit F or any derivatives thereof or other relevant names or service marks, including any name or mark confusingly similar thereto (collectively, the “Assumed Marks”). Within ninety (90) days after the Closing, the Sellers and their respective controlled Affiliates shall promptly file with the applicable Governmental Entities all documents reasonably necessary to delete from their names the Assumed Trade Names and/or Assumed Marks shall do or cause to be done all other acts, including the payment of any fees required in connection therewith, to cause such documents to become effective as promptly as reasonably practicable. Notwithstanding the foregoing, Sellers shall retain the right to use such Assumed Trade Names/Assumed Marks through the date of the Final Decree in the Sellers’ Chapter 11 Cases.

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

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

ARTICLE VI OTHER COVENANTS

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

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

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

Section 6.3 Availability of Business Records. From and after the Closing Date, the Buyer shall promptly provide to the Sellers and their respective Representatives (after reasonable notice and during normal business hours and without charge to Seller), at the Sellers' sole cost and expense, access to all Records included in the Acquired Assets for periods prior to the Closing (as long as such access does not unreasonably interfere with the Buyer's business operations) to the extent such access is necessary in order for any Seller to comply with its obligations to administer Sellers' Chapter 11 Cases or applicable Law or any contract to which it is a party, and so long as such access is subject to an obligation of confidentiality, and shall preserve such Records until the latest of (i) four (4) years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Sellers' Chapter 11 Cases, and (iv) in the case of Records related to Taxes, the expiration of the statute of limitations applicable to such Taxes. Such access shall include access to any information in electronic form to the extent reasonably available. The Buyer acknowledges that the Sellers have the right to retain copies of all of Records included in the

Acquired Assets for periods prior to the Closing subject to all confidentiality agreements applicable thereto. Prior to destroying any material Records included in the Acquired Assets for periods prior to the Closing, the Buyer shall notify the Sellers thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and the Buyer shall permit the Sellers to retain such Records. With respect to any litigation and claims that are Excluded Liabilities, the Buyer shall render, at the Sellers' expense, all reasonable assistance that the Sellers may request in defending such litigation or claim and shall make reasonable efforts to make personnel most knowledgeable about the matter in question available to the Sellers.

Section 6.4 Employee Matters.

(a) The Buyer shall offer employment as of the Closing Date to all active employees of the Business (such employees who accept such employment, the "Transferred Employees"). Such offers of employment made by the Buyer shall include at least the same base salary or hourly wage rate and commissions that such employees received immediately prior to the Closing Date and such other terms and conditions solely to the extent to ensure that the transactions contemplated by this Agreement do not trigger the WARN Act or similar state and local Laws. The Sellers shall have no liability or obligation to any such Person (in their capacity as an employee of such Seller) who becomes an employee of the Buyer for any Liability arising on or after the Closing Date. The Buyer shall be responsible for all liabilities incurred pursuant to the WARN Act and any similar state or local Laws for Service Providers who become an employee of the Buyer in relation to any termination that occurs on or after the Closing Date. Nothing in this Agreement shall restrict the rights of the Buyer under applicable Law or any employment contract with respect to any employee hired by the Buyer.

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

(i) Each Seller shall be liable for the base wages or base salary and commissions, benefits, accrued vacation and other employment and service related Liabilities that accrued on or prior to the Closing Date with respect to all Service Providers of such Seller (except to the extent Buyer has expressly assumed any of the same pursuant to Section 2.3); and

(ii) Nothing in this Agreement is intended to (x) prevent the Buyer from terminating the employment of any Person who becomes an employee of the Buyer or one of its Affiliates on or following the Closing, or (y) create any third-party beneficiary rights in any Service Provider of any Seller or any of its Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining agreement representative.

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

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

Section 6.7 Reasonable, Out-of-Pocket, Documented Costs. With respect to any provision in this Agreement, including Sections 2.6(b), 2.6(h), 5.10, 6.2, and 6.7, that requires the Buyer to compensate the Sellers for their reasonable, out-of-pocket, documented costs, the Buyer and the Sellers shall each use their commercially reasonable efforts to agree in advance in writing as to such costs pursuant to, among other things, a Transition Services Agreement or an approved budget.

ARTICLE VII CONDITIONS TO OBLIGATION TO CLOSING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) the Sale Order shall have been entered by the Bankruptcy Court and either (i) the Sale Order shall be a Final Order, or (ii) Buyer shall have waived such condition in accordance with Section 7.1(e); and

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

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

transactions contemplated hereby or other breach of a representation, warranty or covenant hereunder.

ARTICLE VIII TERMINATION

Section 8.1 Termination of Agreement.

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

(1) by mutual consent of the Buyer and the Sellers;

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

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

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

(5) by the Buyer if (a) any of the Sellers' Chapter 11 Cases is dismissed or converted into a case under Chapter 7 of the Bankruptcy Code or (b) an examiner with expanded powers or trustee is appointed in any of the Sellers' Chapter 11 Cases; or

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

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

which the Buyer is required to keep its back-up bid open and irrevocable under the Bidding Procedures and Bidding Procedures Order.

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

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

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

ARTICLE IX MISCELLANEOUS

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

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

Section 9.3 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.4 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

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

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

If to the Sellers or any Seller:

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

-and-

Attention: Andrew Hede
Email: [REDACTED]

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

Greenberg Traurig, LLP
3333 Piedmont Road, NE
Suite 2500
Atlanta, Georgia 30305
Attn: David B. Kurzweil
Ari Newman
Leo Muchnik
Email: kurzweild@gtlaw.com
newmanar@gtlaw.com
muchnikl@gtlaw.com

If to the Buyer:

Exuma Capital Partners LLC
1250 S Pine Island Rd Suite 500
Plantation Florida, 33324
Attention: Anthony Perera
Email: [REDACTED]

with copies (which shall not constitute notice) to:

Berger Singerman LLP
1450 Brickell Avenue, Suite 1900
Miami, Florida 33131
Attn: Jordi Gusó and Michel Debolt
Email: jguso@bergersingerman.com
mdebolt@bergersingerman.com

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

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

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

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

Section 9.9 Specific Performance.

(a) Each of the Parties acknowledges and agrees that the other Parties (collectively, the “Enforcing Parties”) would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached, so that, prior to the termination of this Agreement pursuant to Section 8.2, in addition to any other remedy that each of the Parties may have under Law or equity, each of the Parties shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

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

Section 9.10 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the

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

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

Section 9.12 No Survival of Representations, Warranties and Agreements. None of the Parties' representations, warranties, covenants, and other agreements in this Agreement, including any rights of the other Party or any third party arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Closing, except for (i) those covenants and agreements contained herein that by their express terms apply or are to be performed in whole or in part after the Closing, (ii) the Parties' representations and warranties relating to such Party's authority with regard to the execution of this Agreement to which it is a party and the consummation of the transactions contemplated hereby and thereby, (iii) the Buyer's representations and warranties in connection with the Sellers' Chapter 11 Cases or the Bankruptcy Code, (iv) this Article IX, and (v) all defined terms set forth in Article I that are referenced in the foregoing provisions referred to in clauses (i) through (iv) above.

Section 9.13 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto," "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. The words "includes" and "including" are not limiting. Unless expressly stated in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Annexes, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "\$" means United States dollars. To the extent not contrary to the foregoing, the rules of construction contained in section 102 of the Bankruptcy Code shall apply. Any option, consent, approval, discretion or similar right of the Buyer set forth in this Agreement or any other Related Agreement may be exercised by the Buyer in its sole, absolute and unreviewable discretion (regardless of whether any or all such words

are used in connection therewith), unless the provisions of this Agreement or Related Agreement specifically require another standard for such option, consent, approval, discretion or similar right.

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

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

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

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

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

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

Section 9.20 Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, the Buyer acknowledges and agrees that the Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly set forth in ARTICLE III (as amended, supplemented and modified by the Disclosure Schedule), and the Buyer acknowledges and agrees that, except for the representations and warranties contained therein, the Acquired Assets and the Business are being transferred on a “where is” and, as to condition, “as is” basis. Any claims the Buyer or any of its Affiliates may have for breach of representation or warranty shall be based solely on the representations and warranties set forth in Article III (as amended, supplemented and modified by the Disclosure Schedule). The Buyer further represents that no Seller nor any other Person has made, and the Buyer is not relying upon, any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding any Seller, the Business or the transactions contemplated by this Agreement not expressly set forth in Article III, and no Seller or any other Person will have or be subject to any liability to the Buyer or any other Person resulting from the distribution to the Buyer or any of its Representatives or the Buyer’s use of any such information. The Buyer represents that it is a sophisticated entity that was advised by knowledgeable counsel and financial and other advisors and hereby acknowledges that it has conducted, to its satisfaction, its own independent investigation and analysis of the Business (including its financial condition), the Acquired Assets and the Assumed Liabilities and, in making the determination to proceed with the transactions contemplated by this Agreement, the Buyer has relied solely on the results of its own independent investigation and the express representations and warranties set forth in Article III. Notwithstanding anything to the contrary, nothing in this Section 9.20 shall be deemed to constitute a waiver by the Buyer of gross negligence, bad faith or willful misconduct on the part of any Seller.

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

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT**

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

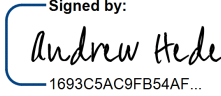
SOLUTIONS:

Air Pros Solutions, LLC

By:  Signed by:
1693C5AC9FB54AF...
Name: Andrew Hede
Title: Chief Restructuring Officer

SELLERS:

**Air Pros, LLC
Air Pros West LLC
Air Pros Boca LLC**

By:  Signed by:
1693C5AC9FB54AF...
Name: Andrew Hede
Title: Chief Restructuring Officer

BUYER:

Air Today Holdings LLC

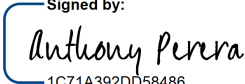
By:  Signed by:
1C71A392DD58486...
Name: Anthony Perera
Title: Authorized Signatory

Exhibit A

Acquired Assets

Except for Excluded Assets:

- (a) all rights to bill and receive payment for products sold or services performed by each Seller, in each case, exclusively related to Open Jobs of each Seller;
- (b) all Inventory, Furnishings and Equipment (including IT equipment), supplies, machinery, fixtures, tools, vehicles and other tangible personal property;
- (c) all customer deposits exclusively related to Open Jobs of each Seller;
- (d) all Permits exclusively related to Open Jobs of each Seller;
- (e) all of the Contracts set forth on Section 2.6(c) of the Disclosure Schedule;
- (f) all Intellectual Property listed on Section 3.15 of the Disclosure Schedule;
- (g) all prepaid expenses, credits, advance payments, claims, security, refunds, deposits, charges, sums and fees, in each case exclusively related to Open Jobs of each Seller;
- (h) all customer or potential customer lists and files, vendor lists and files, mailing lists, email lists, advertiser lists, databases (including archived databases) and similar material, whether in print or electronic form, including any lists relating to past, present or prospective customers;
- (i) all rights under confidentiality or non-disclosure agreements with respect to the Business or the Acquired Assets and with respect to solicitation and hiring of Transferred Employees;
- (j) all rights, interests, awards, recovery, indemnity, warranty, rebates (for the avoidance of doubt, not including rebates provided to Solutions), right of set-off, refund, reimbursement or audit right available to the Sellers against third parties (such third parties not to include Solutions);
- (k) all pending insurance claims and proceeds arising from or relating to claims made prior to the Closing with respect to the Acquired Assets or Assumed Liabilities (for the avoidance of doubt, any insurance claim with respect to business interruption shall not constitute an Acquired Asset);
- (l) to the extent permitted by law, all books, records, ledgers, files, reports, plans, documents, manuals, and all customer sales, marketing, advertising, packaging and promotional materials (including menus, drawings, brochures, creative materials, artwork, photographs and other printed or electronic materials), data, software (including all data and other information whether written, recorded or stored on discs, tapes or other media and including all computerized data, technical data and all telephone, telex and telephone facsimile numbers and other directory listings, email addresses and domain

names (for the avoidance of doubt, the Acquired Assets shall not include (A) any attorney work product, attorney-client communications and other items protected by attorney-client privilege or (B) books and records relating to Taxes;

- (m) all of the goodwill, customer, vendor and other third party relationships, going concern value and other intangible assets;
- (n) all employee relationships with Transferred Employees of the Business; and
- (o) all proceeds and products of the foregoing.

Remainder of Exhibits, Schedules, Annexes and Attachments Intentionally Omitted

**FIRST AMENDMENT
TO
ASSET PURCHASE AGREEMENT**

This First Amendment to Asset Purchase Agreement (this “Amendment”) is made and entered into as of April 11, 2025 by and among (a) Air Pros Solutions, LLC, a Delaware limited liability company (“Solutions”), (b) each of (i) Air Pros, LLC, a Florida limited liability company (“AP Sub”), (ii) Air Pros West LLC, a Florida limited liability company (“APW Sub”), and (iii) Air Pros Boca LLC, a Delaware limited liability company (“APB Sub”), and collectively with AP Sub and APW Sub, the “Sellers”, and each a “Seller”, and (c) Air Today Holdings LLC, a Delaware limited liability company (the “Buyer”). Solutions, the Sellers and the Buyer are sometimes referred to collectively herein as the “Parties.”

WHEREAS, the Parties entered into that certain Asset Purchase Agreement, dated as of March 6, 2025 (the “Purchase Agreement”);

WHEREAS, Section 9.3 of the Purchase Agreement provides that no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party; and

WHEREAS, each of the Parties desire to amend the Purchase Agreement on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Purchase Agreement.

2. Agreements and Amendments to the Purchase Agreement and Disclosure Schedule.

(a) Clause (e) in Exhibit A to the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(e) (i) all of the Contracts set forth on Section 2.6(c) of the Disclosure Schedule; and

(ii) subject to the terms, conditions and notice requirements set forth in Section 2.6(c) of the Disclosure Schedule, all claims and counterclaims of AP Sub against 2801 Evans Street, LLC solely with respect to the validity of the lease extension for the facility located at 2801 Evans Street, Hollywood, Florida;”

(b) Item #1 in Section 2.6(c)(i) of the Disclosure Schedule is hereby deleted in its entirety and replaced with the following:

“1. Lease Agreement, dated December 26, 2019, by and between 2801 Evans Street, LLC and Air Pros, LLC for the premises located at 2801 Evans Street, Hollywood, FL 33020 (as amended, supplemented and/or modified from time to time, the “Evans Street Lease”) with all existing defects and issues, provided that, notwithstanding anything to the contrary contained in the Agreement, including Section 2.6, each of the Sellers and the Buyer acknowledge and agree that (A) such Evans Street Lease shall constitute an Assumed Contract only to the extent of AP Sub’s valid right, title and interest, if any, to the Evans Street Lease, (B) no Seller is making any representation or warranty whatsoever, express or implied, with respect to the Evans Street Lease, including whether such Lease is legal, valid, binding, enforceable and in full force and effect and (C) the Buyer shall have the right to acquire all claims and counterclaims of AP Sub against 2801 Evans Street, LLC solely with respect to the validity of the lease extension for the facility located at 2801 Evans Street, Hollywood, Florida by providing notice in writing to the Sellers, no later than seven (7) days prior to the earlier of (i) a scheduled Auction or, (ii) in the event no Auction is held, prior to the hearing scheduled to consider entry of the Sale Order.”

(c) Item #2 in Section 3.3(a) of the Disclosure Schedule is hereby deleted in its entirety and replaced with the following: “The Evans Street Lease, with all existing defects and issues, to the extent such Lease is legal, valid, enforceable and in full force and effect.”

(d) The following is hereby added to Section 3.7 of the Disclosure Schedule: “9. *Air Pros, LLC v. 2801 Evans Street, LLC* (Case No. CACE24014314 (Broward County, FL)).”

(e) Item #1 in Section 3.11 of the Disclosure Schedule is hereby deleted in its entirety and replaced with the following: “1. Air Pros, LLC is involved in litigation with 2801 Evans Street, LLC, which is the landlord of a facility located at 2801 Evans Street, Hollywood, Florida, regarding the validity of the Evans Street Lease. Notwithstanding anything to the contrary contained in the Agreement, including Section 3.11, no Seller is making any representation or warranty whatsoever, express or implied, with respect to the Evans Street Lease, including whether such Lease is legal, valid, binding, enforceable and in full force and effect.”

(f) The following is hereby added to Section 3.14 of the Disclosure Schedule: “Air Pros, LLC is involved in litigation with 2801 Evans Street, LLC, which is the landlord of a facility located at 2801 Evans Street, Hollywood, Florida, regarding the validity of the Evans Street Lease. Air Pros, LLC may be delinquent on various payments, including rent to such landlord.”

3. Effectiveness; Continuing Effect; Miscellaneous. This Amendment shall take effect as of the date of execution of this Amendment. Except as amended by this Amendment, the Purchase Agreement shall be and remain unmodified and in full force and effect in accordance with its terms, and each and every one of its provisions, as amended by this Amendment, are hereby adopted, ratified, and affirmed, and further it is understood and agreed that this Amendment does not limit or alter any rights or remedies of the Parties under any document, agreement or instrument other than the Purchase Agreement, except to the extent that the provisions hereof

expressly address the matters set forth therein. Upon execution of this Amendment, this Amendment and the Purchase Agreement shall constitute one agreement. Any references to the “Agreement” in the Purchase Agreement or to the words hereof, hereunder or words of similar affect in the Purchase Agreement shall mean the Purchase Agreement as amended by this Amendment, although this change shall not alter the dates as of which any provision of the Agreement speaks, except as expressly provided herein. For example, phrases such as “the date hereof” and “the date of this Agreement” shall continue to refer to March 6, 2025, the date that the Purchase Agreement was executed, except as expressly provided herein. The provisions of Article IX of the Purchase Agreement shall apply to this Amendment *mutatis mutandis*.

[Signature Pages to Follow]

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

SOLUTIONS:

Air Pros Solutions, LLC

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

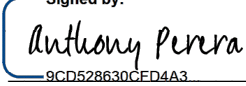
SELLERS:

Air Pros, LLC
Air Pros West LLC
Air Pros Boca LLC

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

BUYER:

Air Today Holdings LLC

By:  Signed by:
9CD528630CED4A3
Name: Anthony Perera
Title: Authorized Signatory