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

In re:	Chapter 11
AFH AIR PROS, LLC, *et al.*,[1]	Case No. 25-10356 (PMB)
Debtors.	(Jointly Administered)
	Re: Docket Nos. 193, 315, 347, 366

NOTICE OF FILING FINAL PROPOSED SALE ORDER WITH RESPECT TO THE DALLAS PLUMBING 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, approved Bidding Procedures for the Debtors' Sale of their assets.[2]

PLEASE TAKE FURTHER NOTICE that, on May 6, 2025, the Debtors filed the *Notice of (I) Cancellation of Auction with Respect to the Dallas Plumbing & Air Conditioning Business Unit, and (II) Designation of the Dallas Plumbing Stalking Horse Bidder as the Successful Bidder for the Assets Covered by the Dallas Plumbing Stalking Horse Purchase Agreement* [D.I. 315], pursuant to which the Debtors cancelled the Auction and designated Columbia Home Services LLC (the "Dallas Plumbing Stalking Horse Bidder") as the Successful Bidder for the assets covered in the Dallas Plumbing Stalking Horse Purchase Agreement (annexed to such notice as Exhibit A).

PLEASE TAKE FURTHER NOTICE that, on May 12, 2025, the Debtors filed the *Notice of Filing Proposed Sale Order with Respect to the Dallas Plumbing Stalking Horse Purchase Agreement* [D.I. 347] (the "Notice"). A form of Proposed Sale Order was attached to the Notice as Exhibit A (the "Initial Proposed Sale Order");

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

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

PLEASE TAKE FURTHER NOTICE that, on May 16, 2025, the Debtors filed the *Notice of Filing Modified Proposed Sale Order with Respect to the Dallas Plumbing Stalking Horse Purchase Agreement* [D.I. 366] (the "Second Notice"). A form of modified proposed Sale Order was attached to the Second Notice as Exhibit A (the "Modified Proposed Sale Order");

PLEASE TAKE FURTHER NOTICE that, at a hearing on May 19, 2025 (the "Sale Hearing"), the Bankruptcy Court approved the sale to the Dallas Plumbing Stalking Horse Bidder pursuant to the terms of the Dallas Plumbing Stalking Horse Purchase Agreement;

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 1** is the final proposed Sale Order (the "Final Proposed Sale Order") for the sale to the Dallas Plumbing Stalking Horse Bidder that the Debtors are submitting to the Bankruptcy Court for entry, which Final Proposed Sale Order incorporates certain modifications to the Modified Proposed Sale Order that were announced on the record at the Sale Hearing and approved by the Bankruptcy Court; and

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 2** is a blackline reflecting the modifications between the Modified Proposed Sale Order and the Final Proposed Sale Order.

Dated: May 19, 2025

Respectfully submitted,

GREENBERG TRAURIG, LLP

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Counsel for the Debtors and Debtors in Possession

EXHIBIT 1

Final Proposed Sale Order

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) **Re: Docket Nos. 34, 55, 193**

ORDER (A) APPROVING THE SALE OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF

(*Dallas Plumbing & Air Conditioning Business Unit*)

Upon the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors' Assets, (B) Approving the Debtors' Entry into the*

[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.

Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [D.I. 34, as amended, D.I. 55] (the "Motion")[2] of the above-captioned debtors and debtors in possession (the "Debtors") for the entry of an order pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 9013-1 and 9013-2 of the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia (the "Local Rules") and Sections D and H of the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the "Complex Case Procedures"), among other things, (i) authorizing the sale of the Acquired Assets (the "Sale") free and clear of liens, claims, encumbrances, and other interests, except as provided by that Asset Purchase Agreement, dated as of March 14, 2025, by and between Dallas Plumbing Air Pros, LLC (the "Seller"), Air Pros Solutions, LLC ("Solutions"), and Columbia Home Services LLC, as the Stalking Horse Bidder (the "Buyer") (a copy of which is attached hereto as **Exhibit A**, as the same may be further amended, supplemented or otherwise modified in accordance with its terms, together with all exhibits and schedules thereto, the "Stalking Horse Purchase Agreement"), (ii) authorizing the

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in either the Motion or the Stalking Horse Purchase Agreement (as defined herein), as applicable.

Seller's and Solutions' performance under the Stalking Horse Purchase Agreement, (iii) approving the assumption and assignment of certain of the Seller's executory contracts and unexpired leases related thereto (any such executory contract or unexpired lease assumed and assigned pursuant to the Sale, an "Assumed Contract"), and (iv) granting related relief; and the Court having entered an order approving the Bidding Procedures and granting certain related relief on April 14, 2025 [D.I. 193] (the "Bidding Procedures Order") after a hearing on the same date (the "Bidding Procedures Hearing"); and the Debtors having submitted the *Declaration of Andrew D.J. Hede in Support of Chapter 11 Petitions and First Day Pleadings* [D.I. 8], the *Amended Declaration of Jeffrey Finger in Support of Bidding Procedures Motion* [D.I. 56], the *Declaration of Andrew D.J. Hede in Support of Bidding Procedures Motion* [D.I. 158], the *Declaration of Jeffrey Finger in Support of the Debtors' Sale Motion* [D.I. 370], and the *Declaration of Andrew D.J. Hede in Support of the Debtors' Sale Motion* [D.I. 369]; and the Buyer having submitted the *Declaration of Gabriel M. Wood in support of the Sale Motion* [D.I. 361]; and no auction (the "Auction") having been held because no additional Qualified Bids on the Acquired Assets were received by the Debtors other than the Stalking Horse Bid and the Stalking Horse Purchase Agreement; and the Buyer having been deemed the Successful Bidder by the Debtors pursuant to the Bidding Procedures Order; and the Debtors having filed and served a *Notice of Proposed Sale, Bidding Procedures, Auction, and Sale Hearing* [D.I. 201] (the "Auction and Sale Notice"), a *Notice of Proposed Assumption and Assignment of Certain Executory Contracts* [D.I. 220] (the "Initial Cure Notice"), a *Supplement to Notice of Proposed Assumption and Assignment of Certain Executory Contracts* [D.I. 225] (the "First Supplemental Cure Notice"), an *Amendment and Second Supplement to Notice of Proposed Assumption and Assignment of Certain Executory Contracts* [D.I. 286] (the "Second Supplemental Cure Notice", and together with the Initial Cure Notice and

the First Supplemental Cure Notice, collectively, the "Cure Notice"), served a *Notice of Assumption and Assignment of Customer Memberships and Warranties* (the "Customer Notice"), and filed and served the *Notice of (I) Cancellation of Auction with Respect to the Dallas Plumbing & Air Conditioning Business Unit, and (II) Designation of the Dallas Plumbing Stalking Horse Bidder as the Successful Bidder for the Assets Covered by the Dallas Plumbing Stalking Horse Purchase Agreement* [D.I. 312] (the "Auction Cancellation Notice"); and the Court having conducted a hearing on the Motion on May 19, 2025 (the "Sale Hearing"), at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion and other evidence submitted in support of the Motion, the objections thereto (if any), the Stalking Horse Purchase Agreement, and the Bidding Procedures Order; and upon the record of the hearing on the Bidding Procedures Hearing and the Sale Hearing; and the Court having heard statements and arguments of counsel and the evidence presented with respect to the relief requested in the Motion at the Sale Hearing; and due notice of the Motion, the Stalking Horse Purchase Agreement, the Bidding Procedures Hearing, Bidding Procedures Order and the cancellation of the Auction having been provided; and the Court having determined that a sound business purpose exists for the Sale, the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders, and all other parties in interest, the Sale was negotiated and proposed in good faith and the Purchase Price is fair and reasonable and in the best interest of the Debtors' estates; and the Court having jurisdiction over this matter; and the legal and factual bases set forth in the Motion and at the Sale Hearing establishing just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FURTHER FINDS AND DETERMINES THAT:[3]

I. Petition Date

A. On March 16, 2025 (the "Petition Date"), the Debtors commenced these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate and manage their business as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

II. Jurisdiction, Final Order and Statutory Predicates

B. The Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. This order (this "Sale Order") constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Federal Rule of Civil Procedure 54(b), as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, expressly waives any stay, and expressly directs entry of judgment as set forth herein.

D. The statutory predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure, Local Rules 9013-1 and 9013-2, and Section H of the Complex Case Procedures.

[3] All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

E. The findings of fact and conclusions of law set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

III. Notice of the Sale, Auction, and the Cure Amounts

F. Actual written notice of the Bidding Procedures Hearing, the Sale Hearing, the Auction Cancellation Notice, the Motion, the identity of the Buyer, the Sale, the assumption, assignment, cure and sale of the Assumed Contracts to be assigned to the Buyer pursuant to the Stalking Horse Purchase Agreement (which are identified on **Exhibit B** hereto), and assumption by the Buyer of the customer and membership obligations (as set forth in the Stalking Horse Purchase Agreement) has been timely and properly provided to, and a reasonably calculated, fair and reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to, all known interested persons and entities, including, but not limited to the following parties: (i) all entities known to have asserted any Interest in or upon any of the Debtors' Assets; (ii) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by this Motion; (iii) known counterparties to any unexpired leases or executory contracts that could potentially be assumed and assigned to the Buyer; (iv) the Office of the United States Trustee for the Northern District of Georgia; (v) holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (vi) the Office of the United States Attorney General for the Northern District of Georgia; (vii) the Internal Revenue Service; (viii) the U.S. Department of Justice; (ix) the offices of the attorneys general for the states in which the Debtors operate; (x) counsel to each Stalking Horse Bidder; and (xi) all parties requesting notice pursuant to Bankruptcy Rule 2002.

The requirements of Bankruptcy Rule 6004(a) and all applicable Local Rules are satisfied by such notice.

G. In accordance with the provisions of the Bidding Procedures Order, the Debtors caused the Cure Notice to be served, in compliance with the requirements of due process and the Bankruptcy Code, upon the Buyer and the non-Debtor counterparties to the executory Contracts or unexpired Leases (each, a "Contract Counterparty," and, collectively, the "Contract Counterparties"), noticing such parties: (i) of the Sale, (ii) that the Seller may seek to assume and assign the Assumed Contracts on the Closing Date, (iii) of the relevant Cure Amounts, and (iv) of the relevant objection deadlines. The Court finds that: (1) the Buyer and the Contract Counterparties have had an opportunity to object to the Sale and to Cure Amounts set forth in the Cure Notice; (2) the Cure Notice provided the Buyer and the Contract Counterparties with proper notice of the potential assumption and assignment of the Assumed Contracts and any Cure Amount relating thereto; (3) the service of such Cure Notice was good, sufficient, and appropriate under the circumstances; (4) no further notice need be given in respect of establishing Cure Amounts for the Assumed Contracts; and (5) the procedures set forth in the Bidding Procedures Order with regard to objecting to any such Cure Amount satisfy the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

H. In accordance with the provisions of the Bidding Procedures Order, the Debtors caused the Customer Notice to be served, in compliance with the requirements of due process and the Bankruptcy Code, upon the Buyer and the customers of the Seller with warranty claims and/or memberships with the Seller (including those that may be counterparties to an executory Contract), noticing such parties: (i) of the Sale, (ii) that the Seller may seek to assume and assign the Assumed Contracts on the Closing Date (to the extent applicable), and (iii) of the relevant objection

deadlines. The Court finds that: (1) the Buyer and these customers have had an opportunity to object to the Sale; (2) the Customer Notice provided the Buyer and customers with proper notice of the potential assumption and assignment of the Assumed Contracts and of the Buyer's assumption of the warranty and membership obligations; (3) the service of such Customer Notice was good, sufficient, and appropriate under the circumstances; and (4) the procedures set forth in the Bidding Procedures Order satisfy the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6006.

I. The Debtors' Auction and Sale Notice, the Cure Notice, and Customer Notice, as applicable, provided all interested persons and entities with timely and proper notice of, and a reasonable opportunity to object and be heard with respect to, the assumption and assignment of the Assumed Contracts, the Sale, the Sale Hearing, and the Auction (prior to being cancelled).

J. As evidenced by the affidavits of service previously filed with the Court (including [D.I. 46, 73, 179, 208, 209, 247, 248, 261, 304, 320, 321, 322, and 340]), proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the assumption and assignment of the Assumed Contracts, the Auction, the Auction Cancellation Notice, the Sale Hearing, and the Sale has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, the Local Rules, and Sections D and H of the Complex Case Procedures. The Debtors also have complied with all obligations to provide notice of the assumption and assignment of the Assumed Contracts, the Auction, the Auction Cancellation Notice, the Sale Hearing, and the Sale required by the Bidding Procedures Order. The notices described in Section III were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the assumption and assignment of the Assumed Contracts, the Auction, the Auction Cancellation Notice, this Sale Order, the Sale

Hearing, Sale, or the assumption, assignment, and sale of the customer warranties and memberships is required.

K. The disclosures made by the Debtors concerning the Motion, the Bidding Procedures, the Stalking Horse Purchase Agreement, the assumption and assignment of the Assumed Contracts, the assumption of the liabilities of the customer and membership claims, the cancellation of the Auction, the Sale, and the Sale Hearing, were good, complete, and adequate.

L. A reasonable opportunity to object and/or be heard regarding the relief provided in this Sale Order was afforded to all parties in interest.

IV. Good Faith of the Buyer, Seller and Solutions

M. The Stalking Horse Purchase Agreement was negotiated, proposed, and entered into by and among the Seller, Solutions, and the Buyer, including their respective boards of directors or equivalent governing bodies, officers, directors, employees, agents, professionals, and representatives, without collusion, in good faith, and from arm's-length bargaining positions. The Buyer is making such purchase in good faith and is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, in that among other things: (i) the Buyer's Qualified Bid was subject to a marketing process in a time frame approved by the Court through the Bidding Procedures Order; (ii) the Debtors conducted the marketing process, including in consultation with the Official Committee of Unsecured Creditors (the "Committee"); (iii) the Buyer did not attempt to limit the Debtors' freedom to deal with any other party interested in acquiring the Acquired Assets; and (iv) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed. There was no evidence of insider influence or improper conduct by the Buyer in connection with the negotiation of the Stalking Horse Purchase Agreement with the Debtors, no evidence of fraud, collusion, or bad faith on the part of the Buyer, no evidence of the Buyer doing anything to control or otherwise influence

the marketing or sale process, including anything to control or otherwise influence the purchase price paid for the Acquired Assets, and no evidence that the Buyer violated section 363(n) of the Bankruptcy Code. The Buyer is not an "insider" of any Debtor (as defined under section 101(31) of the Bankruptcy Code). Accordingly, the Buyer is entitled to the full protections of section 363(m) of the Bankruptcy Code.

N. As demonstrated by (i) any testimony and other evidence proffered or adduced at the Sale Hearing, and (ii) the representations of counsel made on the record at the Sale Hearing, substantial marketing efforts and a competitive sale process were conducted in accordance with the Bidding Procedures Order and, among other things: (a) the Debtors and the Buyer complied with the provisions in the Bidding Procedures Order; (b) the Buyer agreed to subject its bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; and (c) the Buyer in no way improperly induced or caused the chapter 11 filing by the Debtors.

V. Highest and Best Offer

O. The Debtors' marketing and sale process, including the Debtors' prepetition marketing process, with respect to the Acquired Assets in accordance with the Bidding Procedures, which were followed by the Debtors, afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets.

P. The Debtors implemented the Bidding Procedures and cancelled the Auction in accordance with the provisions of the Bidding Procedures Order, and the Debtors have otherwise complied with the Bidding Procedures Order in all respects. Such process was duly noticed and conducted in a non-collusive, fair, and good faith manner, in consultation with the Committee, and

a reasonable opportunity has been given to any interested party to make a higher and better offer for the Acquired Assets.

Q. The Debtors received no Qualified Bids by the Bid Deadline for the Acquired Assets other than the Qualified Bid submitted by the Buyer. The Bidding Procedures provide that if no Qualified Bids (other than the Qualified Bid submitted by the Buyer) were received by the Bid Deadline, the Auction would not be conducted and the Buyer's Qualified Bid would be the Successful Bid for the Acquired Assets.

R. The Stalking Horse Purchase Agreement represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of the Chapter 11 Cases, including in light of the fact that no other Qualified Bids were received. The consideration provided by the Buyer under the Stalking Horse Purchase Agreement, including the assumption of the Assumed Liabilities, is fair and adequate, represents the highest or otherwise best available offer, including by providing the highest economic value available to the Debtors' estates, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. Accordingly, the Stalking Horse Purchase Agreement constitutes the highest and best offer for the Acquired Assets and a valid, reasonable, and sound exercise of the Debtors' business judgment consistent with their fiduciary duties, and complies in all respects with the Bidding Procedures Order.

S. Approval of the Motion on the terms set forth in this Sale Order and the Stalking Horse Purchase Agreement and the consummation of the Sale contemplated thereby is in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

VI. No *Sub Rosa* or *De Facto* Plan

T. Good and sufficient reasons for approval of the Stalking Horse Purchase Agreement and the transactions to be consummated in connection therewith have been articulated, and the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Debtors have demonstrated compelling circumstances and good, sufficient, and sound business purposes and justifications for the Sale outside the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, before, and outside of, a plan of reorganization, in that, among other things, the immediate consummation of the Sale with the Buyer is necessary and appropriate to maximize the value of the Debtors' estates, and the Sale will provide the means for the Debtors to maximize distributions to creditors.

U. The Sale does not constitute a *sub rosa* or *de facto* plan of reorganization or liquidation as it does not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan that may be proposed by the Debtors, (iii) circumvent chapter 11 safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests or extend debt maturities. Accordingly, the Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating chapter 11 plan for the Debtors.

VII. Successor Liability Matters

V. By virtue of the consummation of the Sale, (i) the Buyer is not a continuation of the Debtors or their respective estates, there is no continuity between the Buyer and the Debtors, there is no common identity between the Buyer and the Debtors, and there is no continuity of enterprise between the Buyer and the Debtors, (ii) the Buyer is not holding itself out to the public as a continuation of the Debtors or their respective estates, and (iii) the Sale does not amount to a

consolidation, merger, or *de facto* consolidation or merger of the Buyer and any of the Debtors and the Debtors' respective estates.

W. The Buyer is not, and shall not be considered, a successor to the Debtors or their respective estates by reason of any theory of law or equity, including, but not limited to, under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat or unclaimed property laws, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, and the Buyer and its affiliates shall have no liability or obligation under the Worker Adjustment and Retraining Act (the "WARN Act"), 929 U.S.C. §§ 210 et seq. and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. § 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act, and/or the Fair Labor Standards Act; the Buyer is not a continuation or substantial continuation of any of the Debtors or their respective estates, business or operations or any enterprise of the Debtors; the Buyer does not have a common identity of incorporators, directors or equity holders with the Debtors; and the Sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer and the Debtors or their respective estates. Accordingly, the Buyer is not and shall not be deemed a successor to any of the Debtors or their

respective estates as a result of the consummation of the Sale pursuant to the Stalking Horse Purchase Agreement and this Sale Order.

VIII. No Fraudulent Transfer; Validity of Transfer

X. The Stalking Horse Purchase Agreement was not entered into by the Buyer and the Debtors for the purpose of hindering, delaying, or defrauding creditors under either the Bankruptcy Code or the other laws of the United States, or the laws of any state, territory, possession, or the District of Columbia (including, without limitation, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and the Uniform Voidable Transactions Act). Neither the Debtors nor the Buyer entered into the Stalking Horse Purchase Agreement fraudulently, nor are they entering into or consummating the transactions contemplated by the Stalking Horse Purchase Agreement fraudulently, including under applicable federal and state fraudulent conveyance and fraudulent transfer laws.

Y. The consideration provided by the Buyer pursuant to the Stalking Horse Purchase Agreement, (i) was negotiated at arm's-length, (ii) is fair, adequate, and reasonable, (iii) is the highest or otherwise best offer for the Acquired Assets, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the other laws of the United States, and the laws of any state, territory, possession, or the District of Columbia (including, without limitation, the Uniform Fraudulent Conveyance Act, Uniform Fraudulent Transfer Act and the Uniform Voidable Transactions Act). No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Buyer. For the purposes of statutory and common law fraudulent conveyance and fraudulent transfer claims, neither the Seller, Solutions, nor the Buyer are entering into or consummating the transactions contemplated by the Stalking Horse Purchase Agreement fraudulently. Approval of

the Motion, the Stalking Horse Purchase Agreement, the Sale, and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

Z. The Seller is the sole and lawful owner of the Acquired Assets. The Acquired Assets constitute property of the Seller's estate and title to the Acquired Assets is vested in the Seller's estate within the meaning of section 541(a) of the Bankruptcy Code. The Seller, Solutions, and the Buyer have full corporate power and authority to execute, deliver, and perform the Stalking Horse Purchase Agreement and all other documents contemplated thereby, and no further consents or approvals are required for the Seller, Solutions, or the Buyer to consummate the transactions contemplated by the Stalking Horse Purchase Agreement or the other documents contemplated thereby, except as otherwise set forth in the Stalking Horse Purchase Agreement or such other documents.

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

BB. Subject to section 363(f) of the Bankruptcy Code, the transfer of each of the Acquired Assets to the Buyer will be, as of the Closing Date, a legal, valid, and effective transfer of the Acquired Assets, which transfer vests or will vest the Buyer with all right, title, and interest of the Debtors in, to, and under the Acquired Assets free and clear of (i) all Liens (as defined in

the Stalking Horse Purchase Agreement) and other liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code) and encumbrances relating to, accruing, or arising at any time prior to the Closing Date (collectively, as defined in this clause (i), the "Liens"), other than Permitted Liens, and (ii) all debts arising under, relating to, or in connection with any act of the Debtors, claims (as that term is defined in section 101(5) of the Bankruptcy Code) or causes of action, liabilities, obligations, demands, guaranties, options in favor of third parties, rights, easements, servitudes, restrictive covenants, encroachments, contractual commitments, restrictions, interests, mortgages, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, subleases, licenses, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, claims for reimbursement, contribution, indemnity, exoneration, infringement, products liability, alter-ego, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto (a) that purport to give to any party a right of setoff against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors' or the Buyer's interests in the Acquired Assets, or any similar rights, or (b) in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including without limitation, any restriction of use, voting, transfer, receipt of income or other exercise of any attributes of ownership (collectively, as defined in this clause (ii), the "Claims"), relating to, accruing or arising at any time prior to entry of this Sale Order, other than Assumed Liabilities, including amounts necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure

all defaults and pay all actual pecuniary losses under the Assumed Contracts (the "Cure Amounts") or any other obligations arising under the Assumed Contracts to the extent set forth in the Stalking Horse Purchase Agreement or this Sale Order.

IX. Section 363(f) Is Satisfied

CC. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full. Therefore, the Seller may sell the Acquired Assets free and clear of any interests in the Acquired Assets. The Buyer would not have entered into the Stalking Horse Purchase Agreement and would not consummate the transactions contemplated thereby if the sale of the Acquired Assets to the Buyer and the assumption, assignment, and sale of the Assumed Contracts to the Buyer were not, except as otherwise provided in the Stalking Horse Purchase Agreement with respect to the Assumed Liabilities and Permitted Liens, free and clear of all Claims and Liens of any kind or nature whatsoever of the Debtors, or if the Buyer would, or in the future could (except and only to the extent expressly provided in the Stalking Horse Purchase Agreement and with respect to the Assumed Liabilities and Permitted Liens), be liable for any of such Claims and Liens, including, but not limited to, Claims and Liens in respect of the following: (i) all mortgages, deeds of trust, and security interests; (ii) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (iii) any other employee, worker's compensation, occupational disease, unemployment, or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the WARN Act, (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget

Reconciliation Act of 1985, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors; (iv) any bulk sales or similar law to the maximum extent permitted by Law; (v) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (vi) any environmental laws, including any Environmental, Health and Safety Requirement(s); and (vii) any theories of successor or transferee liability.

DD. The Seller may sell the Acquired Assets free and clear of all Claims and Liens against the Seller, its estate, or any of the Acquired Assets (except for any Assumed Liabilities and Permitted Liens under the Stalking Horse Purchase Agreement) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Holders of such Claims or Liens fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Claims or Liens attach to the net cash proceeds of the Sale, if any, ultimately attributable to the Acquired Assets in which such creditor or interest holder alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor or interest holder had prior to the Sale, subject to any claims and defenses the Seller and its estate may possess with respect thereto. Those holders of Claims or Liens against or in the Seller, its estate or any of the Acquired Assets who did not object, who withdrew their objection, or whose objection was overruled, to the Sale or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

EE. The sale, conveyance, assignment and transfer of any personally identifiable information pursuant to the terms of the Stalking Horse Purchase Agreement and this Sale Order complies with the terms of the Debtors' policy regarding the transfer of such personally

identifiable information as of the Petition Date and, as a result, consummation of the Sale is permitted pursuant to section 363(b)(1)(A) of the Bankruptcy Code. Accordingly, appointment of a consumer privacy ombudsman in accordance with sections 363(b)(1) or 332 of the Bankruptcy Code is not required with respect to the Sale.

X. Assumption and Assignment of the Assumed Contracts

FF. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Sale Order is integral to the Stalking Horse Purchase Agreement and is in the best interests of the Debtors and their estates, creditors, interest holders, and other parties in interest and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

GG. The Cure Amounts set forth on **Exhibit B** annexed hereto are the sole amounts necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all monetary defaults and pay all actual pecuniary losses under the Assumed Contracts.

HH. Pursuant to section 365 of the Bankruptcy Code, the Debtors have demonstrated that assuming all Assumed Contracts and assigning such Assumed Contracts to the Buyer is appropriate.

II. Pursuant to the terms of the Stalking Horse Purchase Agreement and this Sale Order, the Buyer shall have: (i) either or both cured and provided adequate assurance of cure of any defaults existing before the Closing Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (ii) provided compensation or adequate assurance of compensation to any party for actual pecuniary loss to such party resulting from a default prior to the Closing Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. After payment of the relevant Cure Amounts by the Buyer and as required by the Stalking Horse Purchase Agreement and this Sale Order, the Debtors shall not have any further liabilities to the Contract Counterparties on or after the Closing

Date. The Buyer has demonstrated adequate assurance of its future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code. Any non-Debtor counterparty to an Assumed Contract who did not timely file an objection to the assumption of its Assumed Contract shall be deemed to have consented to its assumption and assignment to the Buyer pursuant to section 365 of the Bankruptcy Code in accordance with the Stalking Horse Purchase Agreement.

JJ. No default exists in the Seller's estate's performance under the Assumed Contracts as of the Closing Date other than the failure to pay Cure Amounts or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

XI. Compelling Circumstances for an Immediate Sale

KK. Good and sufficient reasons for approval of the Stalking Horse Purchase Agreement and the Sale have been articulated. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. To maximize the value of the Debtors' assets and preserve the viability of the business to which the Acquired Assets relate, it is essential that the Sale be approved and occur promptly within the time constraints set forth in the Stalking Horse Purchase Agreement. Time is of the essence in effectuating the Stalking Horse Purchase Agreement and consummating the Sale, both to preserve and maximize the value of the Debtors' assets for the benefit of the Debtors, their estates, their creditors, interest holders, and all other parties in interest in the Chapter 11 Cases and to provide the means for the Debtors to maximize creditor and interest holder recoveries. As such, the Debtors and the Buyer intend to close the Sale of the Acquired Assets as soon as reasonably practicable. The Debtors have demonstrated both compelling circumstances and a good, sufficient, and sound business purpose

and justification for immediate approval and consummation of the Stalking Horse Purchase Agreement.

LL. The consummation of the transactions set forth in the Stalking Horse Purchase Agreement and the assumption and assignment of the Assumed Contracts are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f), and all of the applicable requirements of such sections have been complied with in respect of such transactions.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the Chapter 11 Cases pursuant to Bankruptcy Rule 9014. To the extent that any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such. Any findings of fact or conclusions of law stated by the Court on the record at the Sale Hearing are hereby incorporated.

2. The relief requested in the Motion is GRANTED and the transactions contemplated thereby and by the Stalking Horse Purchase Agreement are APPROVED for the reasons set forth in this Sale Order and on the record of the Sale Hearing, which is incorporated fully herein as if fully set forth in this Sale Order, and the Sale contemplated by the Stalking Horse Purchase Agreement is APPROVED.

3. All objections, statements, and reservations of rights (if any) to the Motion and the relief requested therein and to the entry of this Sale Order or the relief granted herein, that have not been withdrawn, waived, adjourned, settled as announced to the Court at any prior hearing, at the Sale Hearing, or by stipulation filed with the Court, or previously overruled, including, without

limitation, all reservations of rights included therein or otherwise, are hereby overruled and denied on the merits with prejudice, except as expressly set forth herein. Those parties who did not object, or withdrew their objections to the Motion, are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code.

4. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order are incorporated herein by reference.

Approval of the Stalking Horse Purchase Agreement

5. The Stalking Horse Purchase Agreement and all other ancillary documents, and all of the respective terms and conditions thereof, the Sale contemplated thereby, and the Purchase Price are hereby approved. The Seller and Solutions are authorized to enter into the Stalking Horse Purchase Agreement and all other ancillary documents to be executed in connection with the Stalking Horse Purchase Agreement as may be necessary.

6. Pursuant to sections 363 and 365 of the Bankruptcy Code, entry by the Seller and Solutions into the Stalking Horse Purchase Agreement is hereby authorized and approved. The Seller, Solutions, and the Buyer, acting by and through their respective existing agents, representatives, and officers, are authorized, empowered and directed, without further order of this Court, to use their reasonable best efforts to take any and all actions necessary or appropriate to (a) consummate and close the Sale in accordance with the terms and conditions of the Stalking Horse Purchase Agreement and this Sale Order, (b) transfer and assign all right, title, and interest to all assets, property, licenses, and rights of the Seller to be conveyed in accordance with the terms and conditions of the Stalking Horse Purchase Agreement, and (c) execute and deliver, perform under, consummate, implement, and close fully the Stalking Horse Purchase Agreement, including the assumption and assignment to the Buyer of the Assumed Contracts, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the

Stalking Horse Purchase Agreement and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Stalking Horse Purchase Agreement, this Sale Order, and such other ancillary documents, including any actions that otherwise would require further approval by shareholders, members, or their boards of directors, as the case may be, without the need to obtain such approvals. The Seller and Solutions are hereby authorized to perform their covenants and undertakings as provided in the Stalking Horse Purchase Agreement and any ancillary documents before or after the Closing Date without further order of the Court. Neither the Buyer, the Seller nor Solutions shall have any obligation to proceed with the Closing under the Stalking Horse Purchase Agreement until all conditions precedent to their obligations to do so have been met, satisfied, or waived, except as otherwise contemplated and provided for in the Stalking Horse Purchase Agreement and this Sale Order.

7. This Sale Order and the Stalking Horse Purchase Agreement shall be binding in all respects upon the Debtors, including the Debtors' estates, all holders of equity interests in any Debtor, all holders of Claims or Liens (whether known or unknown) against any Debtor, including the Committee, any holders of Claims or Liens against or on all or any portion of the Acquired Assets, all Contract Counterparties, the Buyer and all successors and assigns of the Buyer, the Acquired Assets, all successors and assigns of the Debtors, and any subsequent trustees appointed in any of the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Chapter 11 Cases, and shall not be subject to rejection or unwinding. This Sale Order and the Stalking Horse Purchase Agreement shall inure to the benefit of the Debtors, their estates, their creditors, the Buyer and their respective successors and assigns. Nothing in any chapter 11 plan confirmed in the Chapter 11 Cases, the confirmation order confirming any such chapter 11

plan, any order approving the wind down or dismissal of the Chapter 11 Cases, or any order entered upon the conversion of the Chapter 11 Cases to one or more cases under chapter 7 of the Bankruptcy Code or otherwise shall alter, conflict with, or derogate from, the provisions of this Sale Order.

Transfer of the Acquired Assets

8. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Seller is authorized and directed to transfer the Acquired Assets to the Buyer on the Closing Date. The transfer of the Acquired Assets to the Buyer under the Stalking Horse Purchase Agreement does not require any consents other than as specifically provided for in the Stalking Horse Purchase Agreement. The transfer of the Seller's right, title, and interest in the Acquired Assets to the Buyer pursuant to the Stalking Horse Purchase Agreement and this Sale Order shall be deemed transferred to the Buyer upon and as of the Closing Date, and such transfer of the Acquired Assets and the consummation of the Sale and any related actions contemplated thereby constitute a legal, valid, binding, and effective transfer of the Seller's right, title, and interest in the Acquired Assets and shall vest the Buyer with all the right, title and interest of the Seller in and to the Acquired Assets as set forth in the Stalking Horse Purchase Agreement, free and clear of all Claims and Liens (except Assumed Liabilities and Permitted Liens). Upon the Closing, the Buyer shall take title to and possession of the Acquired Assets subject only to the Assumed Liabilities and Permitted Liens. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of title to the Acquired Assets and the Assumed Contracts shall be free and clear of all Claims and Liens including, without limitation, all Claims pursuant to any successor or successor-in-interest liability theory, except for Assumed Liabilities and Permitted Liens.

9. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the

Seller's right, title, and interest in the Acquired Assets or a bill of sale transferring good and marketable title in such Acquired Assets to the Buyer on the Closing Date pursuant to the terms of the Stalking Horse Purchase Agreement and this Sale Order, free and clear of all Claims and Liens (other than Assumed Liabilities and Permitted Liens). For the avoidance of doubt, the Excluded Assets set forth in the Stalking Horse Purchase Agreement and herein are not included in the Acquired Assets, and the Excluded Liabilities set forth in the Stalking Horse Purchase Agreement and herein are not Assumed Liabilities.

10. The Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Seller constituting Acquired Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date as provided by the Stalking Horse Purchase Agreement. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Acquired Assets sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Sale.

11. Except with respect to Assumed Liabilities and Permitted Liens, all persons and entities holding Claims against the Debtors or Claims or Liens in all or any portion of the Acquired Assets arising under or out of, in connection with or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' business prior to the Closing Date, the transfer of the Acquired Assets to the Buyer, or otherwise, are hereby forever barred, estopped, and permanently enjoined from asserting against the Buyer or its successors or assigns, their property, or the Acquired Assets such persons' or entities' Claims against the Debtors or Claims or Liens in

and to the Acquired Assets. On and after the Closing Date, each creditor is authorized and directed to execute such documents and take all other actions as may be deemed by the Buyer to be necessary or desirable to evidence the release of Claims or Liens, if any, as provided for herein, as such Claim or Lien may have been recorded or may otherwise exist.

12. All persons and entities that are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed (wherever located) to the Buyer pursuant to the Stalking Horse Purchase Agreement are hereby directed to surrender possession of such Acquired Assets to the Buyer on the Closing Date. To the extent that any such person or entity fails or refuses to surrender possession of such Acquired Assets on or after the Closing Date, the Buyer has the right to commence a turnover action and have it considered on an expedited basis. All persons are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with, or which would be inconsistent with, the ability of the Seller to sell and transfer any or all of the Acquired Assets to the Buyer, or the ability of the Buyer to take title and possession of any or all of the Acquired Assets, in accordance with the terms of the Stalking Horse Purchase Agreement and this Sale Order.

13. This Sale Order is and shall be effective as a determination that, as of the Closing Date, all Claims and Liens of any kind or nature whatsoever existing as to the Acquired Assets before the Closing, other than Assumed Liabilities and Permitted Liens, or as otherwise provided in this Sale Order, shall have been unconditionally released, discharged, and terminated. Moreover, this Sale Order is and shall be effective as a determination that, as of the Closing Date, the conveyances described herein have been affected, with all such Claims and Liens to attach to any net proceeds received by the Seller ultimately attributable to the Acquired Assets against, or in, which such Claims or Liens are asserted, subject to the terms thereof, with the same validity,

force, and effect, and in the same order of priority, which such Claims or Liens now have against the Acquired Assets, subject to any rights, claims, and defenses that the Seller or its estate, as applicable, may possess with respect thereto.

14. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease, and each of the foregoing persons and entities is hereby authorized and directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse Purchase Agreement.

15. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse Purchase Agreement. A certified copy of this Sale Order may be: (a) filed with the appropriate clerk; (b) recorded with the recorder; or (c) filed or recorded with any other governmental agency to act to cancel any of the Claims, Liens, and other encumbrances of record.

16. If any person or entity that has filed statements or other documents or agreements evidencing Claims or Liens in all or any portion of the Acquired Assets has not delivered to the Seller prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of Liens and Claims and any other

documents necessary or desirable to the Buyer for the purpose of documenting the release of all Claims and Liens (other than Assumed Liabilities or Permitted Liens), which the person or entity has or may assert with respect to all or any portion of the Acquired Assets, then the Buyer and the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents in the name and on behalf of such person or entity with respect to the Acquired Assets; provided that, notwithstanding anything in this Sale Order or the Stalking Horse Purchase Agreement to the contrary, the provisions of this Sale Order shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

DIP Facility Obligations[4]

17. On the Closing Date, the Debtors shall use and disburse the net cash proceeds from this Sale, and on any other closing date of any other sale of the Debtors' assets approved pursuant to orders of the Court (collectively, the "Sale Transactions", and such aggregate proceeds the "Sale Proceeds"), each as set forth below:

a. First, subject to the last sentence of this paragraph 17(a), at least $13 million (the "Holdback Amount") of the Sale Proceeds shall be funded into the DIP Proceeds Account, which shall constitute Cash Collateral subject to the Final DIP Order (including, but not limited to, the Carve-Out). The Holdback Amount shall be used by the Debtors in accordance with the Final DIP Order (including, but not limited to, the Carve-Out) and the Approved Budget until (i) further order of this Court, which further order, for the avoidance of doubt, may include a stipulation and agreed order or the order confirming a chapter 11 plan for any Debtor, or (ii) the Debtors, the DIP Secured Parties, Prepetition Secured Parties, and the Committee otherwise agree in writing. The Debtors, the DIP Secured Parties, and the Prepetition Secured Parties may mutually agree to adjust the Holdback Amount, either upward or downward, after the Closing Date and on any other closing date

[4] Capitalized terms used in paragraphs 17-18 and not otherwise defined in this Sale Order shall have the meanings ascribed to them in the *Final Order (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, and (E) Granting Related Relief* [D.I. 255] (the "Final DIP Order").

of the Sale Transactions, including to reflect adjustments to the Approved Budget after entry of this Sale Order.

b. Second, all Sale Proceeds in excess of the Holdback Amount shall, in such amounts as may be directed in writing by the DIP Agent and the Prepetition Agent (collectively, the "Agent"), be paid directly to the Agent for application to the DIP Obligations and/or the Prepetition Obligations, as elected by the Agent; provided, nothing in this clause (b) shall prejudice any rights under the Final DIP Order that may be available to the DIP Secured Parties, the Prepetition Secured Parties, the Debtors, or the Committee.

For the avoidance of doubt, all Liens and Claims will attach to the Sale Proceeds to the same extent and with the same priority as existed prior to consummation of the Sale Transactions, subject to any claims, defenses and objections, if any, that the Debtors, their estates, or any other party in interest may possess with respect thereto.

18. Without limitation to the other provisions of this Sale Order, at the Closing, the DIP Secured Parties and the Prepetition Secured Parties shall execute such documents and take such other actions as may be reasonably necessary to release their Claims and Liens in and to the Acquired Assets as of the Closing that are transferred to the Buyer; provided, however, any failure to do so shall not in any way affect the validity of such transfer pursuant to this Sale Order or the free and clear nature of this Sale under paragraph 8 of this Sale Order.

Assumed Contracts; Assumed Warranty and Membership Obligations

19. The Seller is hereby authorized and directed in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign the Assumed Contracts to the Buyer free and clear of all Claims, Liens, and other interests of any kind or nature whatsoever (other than the Assumed Liabilities), subject to the terms of the Stalking Horse Purchase Agreement and this Sale Order, as of the Closing Date and (b) execute and deliver to the Buyer such documents or other instruments as the Buyer deems necessary to assign and transfer the Assumed Contracts to the Buyer in accordance with the Stalking Horse Purchase Agreement. The payment of the

applicable Cure Amounts (if any) by the Buyer as required by the Stalking Horse Purchase Agreement and this Sale Order shall (i) effect a cure of all defaults existing thereunder as of the Closing Date, (ii) compensate for any actual pecuniary loss to the applicable Contract Counterparty resulting from such default, and (iii) together with the assignment by the Seller to and the assumption of the Assumed Contracts by the Buyer, constitute adequate assurance of future performance thereof.

20. On the Closing Date, the Seller shall assume and assign to Buyer each Assumed Contract designated by Buyer for assumption and assignment on the Closing Date in accordance with the Stalking Horse Purchase Agreement and this Sale Order, and which Assumed Contracts are set forth on **Exhibit B** attached hereto; provided, however, to the extent any contract with a customer for a warranty claim and/or a membership constitute an executory Contract, such contract shall be deemed an Assumed Contract without their inclusion on **Exhibit B**.

21. Pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Seller of the Assumed Contracts shall not be a default thereunder. Any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract to the Buyer or allows the party to such Assumed Contract to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract to the Buyer, constitute anti-assignment provisions that are unenforceable and will have no force and effect solely with respect to assumption and assignment pursuant to this Sale Order or any subsequent assumption and assignment order. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Seller and assignment to the Buyer of the Assumed Contracts have been satisfied.

22. On the Closing Date, upon payment of the relevant Cure Amount, if any, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Seller under such Assumed Contract. To the extent provided in the Stalking Horse Purchase Agreement, the Debtors shall cooperate with and take all actions reasonably requested by the Buyer to effectuate the foregoing.

23. On the Closing Date, and the payment of the relevant Cure Amount, if any, the Assumed Contracts will remain in full force and effect (subject to any amendments agreed to between the counterparty to such Assumed Contract and the Buyer), and no default shall exist under the Assumed Contracts and no counterparty to any Assumed Contract shall be permitted (a) to declare a default by the Buyer under such Assumed Contract, or (b) to otherwise take action against the Buyer as a result of any Debtors' financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assumed Contract.

24. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, other than the right to payment of any Cure Amount, all Contract Counterparties are forever barred and permanently enjoined from raising or asserting against either the Debtors or the Buyer any assignment fee, default, breach, Claim, pecuniary loss, or condition to assignment arising under or related to the Assumed Contracts existing as of the Closing Date or arising by reason of the Closing; provided, however, that the foregoing shall not apply to any customer of the Seller holding a Cure Amount on account of a valid warranty from the Seller or a membership agreement with the Seller, as such liabilities are being assumed by Buyer.

25. On the Closing Date, the Debtors shall be relieved, pursuant to sections 363 and 365(k) of the Bankruptcy Code, from any further liability under any Assumed Contract, and the counterparties shall be estopped from asserting any and all Claims or Liens, whether known or

unknown, against the Debtors on account of the Assumed Contract. Without limiting the foregoing, on the Closing Date, the Seller shall be relieved of any further liability under any warranty or membership obligation with any of their customers, as such liabilities are being assumed by the Buyer.

26. Any Contract Counterparty—including, to the extent applicable, any customer holding a valid warranty from, and/or membership with, the Seller—who did not timely file an objection to the assumption of its Assumed Contract shall be deemed to have consented to the Assumed Contract's assumption and assignment to the Buyer pursuant to section 365 of the Bankruptcy Code. All objections to the assumption and assignment of the Assumed Contracts that have not been withdrawn, waived, settled, or adjourned, as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits with prejudice.

27. All non-Debtor counterparties to the Assumed Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable request of the Buyer, any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the sale of the Acquired Assets.

Other Provisions

28. The Stalking Horse Purchase Agreement does not provide for the sale of the Debtors' and their estates' claims—including, without limitation, commercial tort claims and Avoidance Actions—against any of the Debtors' insiders (as that term is defined in section 101(31) of the Bankruptcy Code).

29. Notwithstanding anything to the contrary in this Sale Order or the Stalking Horse Purchase Agreement, any liens securing the ad valorem tax claims (the "Tax Claims") of the Texas

Taxing Authorities[5] owed by Seller for year 2024 and prior pertaining to the Acquired Assets shall attach to the cash proceeds from the Sale to the same extent and with the same priority as the liens they now hold against the property of the Debtors. For the avoidance of doubt, the 2025 Tax Claims of the Texas Taxing Authorities relating to the Seller are Permitted Liens as defined in the Stalking Horse Purchase Agreement. The Buyer assumes full responsibility for the post-Closing 2025 ad valorem taxes and shall be responsible for paying such ad valorem taxes in full, in the ordinary course of business, when due, subject to any claims and defenses of the Buyer with respect thereto. If not timely paid, subject to any claims and defenses of the Buyer, the Texas Taxing Authorities may proceed with non-bankruptcy collections against the Buyer, without leave or approval of the Court. Any dispute regarding the proration of the ad valorem taxes between the Seller and Buyer shall have no effect on Buyer's responsibility to pay the post-Closing 2025 ad valorem taxes. Subject to any claims and defenses of the Buyer, the Texas Taxing Authorities shall retain their respective liens, if any, against the Acquired Assets, as applicable, until paid in full, including any applicable penalties or interest. All parties' rights to object to the priority, validity, amount and extent of the Tax Claims of the Texas Taxing Authorities, and the asserted liens in connection therewith are fully preserved.

30. The consideration provided by the Buyer for the Seller's right, title, and interest in the Acquired Assets under the Stalking Horse Purchase Agreement constitutes reasonably equivalent value and fair consideration for the Acquired Assets under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act, and other applicable law within the meaning of section 544(b) of the Bankruptcy

[5] The "Texas Taxing Authorities" are Eagle Mountain-Saginaw ISD, Plano ISD, Richardson ISD, Cypress-Fairbanks ISD, Harris County ESD #9, Lone Star College District, Dallas County, and Tarrant County.

Code, under the laws of the United States, any state, territory, possession, or the District of Columbia.

31. Effective upon the Closing Date, except as set forth in the Stalking Horse Purchase Agreement with respect to Assumed Liabilities and Permitted Liens and this Sale Order, all persons and entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Buyer, its successors and assigns, or the Acquired Assets, with respect to any (a) Claims and Liens arising under, out of, in connection with or in any way relating to the Debtors, the Buyer, the Acquired Assets, or the operation of the Acquired Assets prior to the Closing or (b) successor liability based, in whole or in part, directly or indirectly, on any theory of successor or vicarious liability of any kind of character, or based upon any theory of antitrust, environmental, successor or transferee liability, *de facto* merger or substantial continuity, labor and employment, or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, or liquidated or unliquidated, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Buyer, its successors or assigns, assets, or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against the Buyer, its successors or assigns, assets, or properties; (iii) creating, perfecting, or enforcing any Claims or Liens against the Buyer, its successors or assigns, assets, or properties; (iv) asserting any setoff or right of subrogation of any kind against any obligation due to the Buyer or its successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or other orders of the Court, or the agreements or actions contemplated or taken in

respect thereof; or (vi) revoking, terminating, or failing or refusing to renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

32. The transactions contemplated by the Stalking Horse Purchase Agreement are undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assumed Contracts), unless such authorization and such Sale are duly stayed pending such appeal. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. The Sale is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

33. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the transactions with the Debtors that are approved by this Sale Order, including, without limitation, the Stalking Horse Purchase Agreement and the Sale.

34. The failure specifically to include any particular provision of the Stalking Horse Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Stalking Horse Purchase Agreement be authorized and approved in its entirety.

35. The Stalking Horse Purchase Agreement and any related or ancillary agreements, documents or other instruments may be further modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court; provided that

any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

36. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in the Chapter 11 Cases, the terms of this Sale Order shall govern. To the extent there are any inconsistencies between the terms of this Sale Order and the Stalking Horse Purchase Agreement (including any ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

37. The provisions of this Sale Order are non-severable and mutually dependent.

38. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

39. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified, lifted, and annulled with respect to the Debtors and the Buyer to the extent necessary, without further order of this Court, to allow the Buyer to take any and all actions permitted under the Stalking Horse Purchase Agreement or any other Sale-related document in accordance with the terms and conditions thereof. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Stalking Horse Purchase Agreement or any other Sale-related document.

40. The Debtors are authorized to take all actions necessary to effect the relief granted pursuant to this Sale Order in accordance with the Motion. The Stalking Horse Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented through a written document signed by the parties thereto in accordance with the terms thereof without further order of this Court; *provided*, *however*, that any such modification, amendment, or supplement that is either material or materially changes the economic

substance of the transactions shall be (i) filed on the docket served on the Limited Service List, and (ii) parties-in-interest shall have five (5) days to object to any such amendment. Absent any such objection, such modification, amendment, or supplement shall be binding and any timely objection shall be heard by the Court on an expedited basis.

41. Notwithstanding the provisions of Bankruptcy Rule 6004(h) and Bankruptcy Rule 6006(d), and pursuant to Bankruptcy Rules 7062(g) and 9014, this Sale Order shall not be stayed, shall be effective immediately upon entry, and the Debtors and the Buyer are authorized to close the Sale immediately upon entry of this Sale Order. Time is of the essence in closing the transactions referenced herein, and the Debtors and the Buyer intend to close the Sale as soon as practicable.

42. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Stalking Horse Purchase Agreement, all amendments thereto as well as any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party and adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

43. Counsel for the Debtors, through Kurtzman Carson Consultants, LLC d/b/a Verita Global ("Verita") shall, within three (3) days of the entry of this Sale Order, cause a copy of this Sale Order to be served by electronic mail or first-class mail, as applicable, on all parties served with the Motion, and Verita shall file promptly thereafter a certificate of service confirming such service.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil
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petriem@gtlaw.com

Counsel for the Debtors and
Debtors in Possession

Exhibit A

Stalking Horse Purchase Agreement

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

AIR PROS SOLUTIONS, LLC,

DALLAS PLUMBING AIR PROS, LLC

and

COLUMBIA HOME SERVICES LLC

March 14, 2025

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of March 14, 2025, by and among (a) (i) Air Pros Solutions, LLC, a Delaware limited liability company ("Solutions"), and (ii) Dallas Plumbing Air Pros, LLC, a Delaware limited liability company (the "Seller" and together with Solutions, the "Seller Parties") and (b) Columbia Home Services LLC, a Delaware limited liability company (the "Buyer"). The Seller Parties and the Buyer are sometimes referred to collectively herein as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

WHEREAS, the Seller Parties are debtors-in-possession having commenced cases (the "Seller's Chapter 11 Case") under title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), through the filing of their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court");

WHEREAS, the Seller conducts, among other things, the business of providing HVAC services, plumbing services, electrical services and new construction, including installation, maintenance, service, repair and replacement, to homeowners, commercial enterprises and other parties (the "Business");

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

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

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

"Alternative Transaction" means any transaction or series of related transactions (other than pursuant to this Agreement), whether effectuated pursuant to a merger, consolidation, tender offer, exchange offer, share exchange, amalgamation, stock acquisition, asset acquisition, business combination, restructuring, recapitalization, liquidation, dissolution, joint venture or similar transaction, whether or not proposed by the Seller Parties, pursuant to which the Seller Parties: accept a Qualified Bid, other than that of the Buyer or its Affiliates, as the highest or otherwise best offer.

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

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

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

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

"Assumed Employee Benefit Plan" has the meaning set forth in Section 2.1(t).

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

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

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

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

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

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

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

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

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

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

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

"Bidding Procedures" means the bidding procedures to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, which order shall be reasonably satisfactory to the Buyer, and shall include (i) the bidding procedures and scheduling certain dates, deadlines and forms of notice in connection therewith, (ii) the payment of the Expense Reimbursement to Buyer, and (iii) other related relief; provided that Bidding Procedures substantially in the form attached hereto as Exhibit E are reasonably satisfactory to Buyer.

"Bidding Procedures Order" means the order to be entered by the Bankruptcy Court approving, among other things, the Buyer as the "stalking horse Buyer" for the assets listed on Exhibit A and the Bidding Procedures and which shall authorize and approve the Bidding Protections, which order shall be reasonably satisfactory to the Buyer.

"Bidding Protections" means the following: (i) a break-up fee in favor of the Buyer to be paid to the Buyer at the closing on an Alternative Transaction in the amount of 3% of the Purchase Price (the "Break-Up Fee"); (ii) an expense reimbursement in favor of the Buyer to be paid to the Buyer at the closing on an Alternative Transaction in an amount equal to the actual, direct and documented out of pocket expenses of the Buyer incurred in connection with this Agreement (including reasonable attorneys' fees of the Buyer), in an amount not to exceed $225,000 (the "Expense Reimbursement"); and (iii) an initial overbid requirement at any Auction equal to the sum of (A) the Break-Up Fee, plus (B) the Expense Reimbursement, plus (C) $225,000.

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

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

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

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

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

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act (H.R. 748) and any similar or successor Law or executive order or executive memo (including, without limitation, IRS Notice 2020-65, and IRS Notice 2021-11), and any subsequent Law or administrative guidance to the extent intended to address the consequences of coronavirus

(COVID-19) disease and the severe acute respiratory syndrome coronavirus 2 (SARS-CoV2) virus, including the Health and Economic Recovery Omnibus Emergency Solutions Act.

"Cash" means cash (including all cash located in Seller's bank accounts, lock-boxes, and cash in transit), cash equivalents, investment accounts, certificates of deposit, liquid investments and cash collateralized letters of credit. For the avoidance of doubt Cash expressly excludes lease security deposits and any customer deposits for jobs which have not commenced as of the Closing, which are Acquired Assets.

"Cash Purchase Price" means $22,500,000.

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

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

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

"Closing Seller Payment" means the amount equal to the Cash Purchase Price, minus (ii) an amount equal to the Good Faith Deposit, minus (iii) the aggregate amount of customer deposits for jobs which have not commenced as of Closing.

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

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

"Contract" means any written or oral agreement, contract, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, membership agreement, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, license agreement, contribution agreement, partnership agreement or other arrangement, understanding, permission or commitment, whether entered into prior to or following the commencement of the Chapter 11 Cases, that, in each case, is legally binding, and including all exhibits, schedules, addenda, and other attachments thereto, but excluding Leases.

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

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

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

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

"Data Protection Law" means all applicable Laws pertaining to data protection, data privacy, data security, cybersecurity, cross-border data transfer, and general consumer protection

law as applied in the context of data privacy, data breach notification, electronic communication, telephone and text message communications, marketing by email or other channels, and other similar laws.

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

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

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

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

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

"DIP Financing Order" means the *Interim Order (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, (E) Scheduling Final Hearing and (G) Granting Related Relief*, and any other order of the Bankruptcy Court approving debtor-in-possession financing and/or use of cash collateral for the Debtors.

"DIP Lenders" shall mean the lenders providing the DIP Facility.

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

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

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

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

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

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

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

"Environmental Permits" means any permit, Consent, license, registration, approval, notification or any other authorization pursuant to Environmental Law.

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

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

"Excluded Assets" means, collectively, the following assets of the Seller: (a) all certificates of incorporation or certificates of formation and other organizational documents, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock or other equity transfer books, stock or membership certificates relating to the Seller and other documents relating to the organization, maintenance and existence of the Seller as a corporation or limited liability company; provided that the Buyer shall have the right to make copies of any portions of such excluded items to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (b) all Records related to Taxes paid or payable by the Seller; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (c) (i) Owned Equity Interests (unless the Buyer expressly elects to acquire Owned Equity Interests of the Seller pursuant to Section 2.1) and (ii) if the Buyer has elected pursuant to Section 2.1 to acquire the Owned Equity Interests of the Seller as Acquired Assets, all other assets of the Seller that are being acquired via such Owned Equity Interests shall be Excluded Assets hereunder notwithstanding anything else in Section 2.1 to the contrary; (d) all Contracts and Leases that are not Assumed Contracts and all Employee Benefit Plans that are not Assumed Employee Benefit Plans; (e) any (i) confidential personnel and medical Records pertaining to any Service Provider to the extent the disclosure of such information is prohibited by applicable Law and (ii) other Records that the Seller is required by Law to retain; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset, any Assumed Liability or any Service Provider hired by the Buyer on the Closing Date (to the extent not prohibited by applicable Law); (f) any documents and agreements of the Seller relating to the Seller's Chapter 11 Case or to the sale or other disposition of the Business or the Acquired Assets or the sale or other disposition of any Excluded Assets in each case as contemplated by this Agreement; provided that the Buyer shall have the right to make copies of any portions of such excluded Records to the extent that such portions relate to the Business, any Acquired Asset or any Assumed Liability; (g) all Permits that are not Assumed Permits; (h) trade accounts receivable and other rights to payment from customers of the Seller (whether current or non-current) with respect to the period prior to Closing, and (i) any Cash.

"Excluded Employee Liabilities" means (i) any payments, compensation, benefits or entitlements that the Seller owes or are obligated to provide, whether currently, prospectively or on a contingent basis, whether pursuant to oral or written or formal or informal arrangements, prior to the Closing or as of the Closing, including as a result of, or in connection with, the consummation of the transactions contemplated by this Agreement, with respect to any Transferred Employee, including wages, other remuneration, bonus or other incentive pay, severance pay (contractual, statutory or otherwise), commissions, retention payments, change-of-control payments, post-employment medical or life obligations, pension contributions, and insurance premiums, as well as the employer portion of any associated Taxes; (ii) any Liabilities, payments, obligations, costs, expenses or disbursements related to any Service Provider, including under, or with respect to, ERISA, the WARN Act (or similar state or local Laws), COBRA Continuation Coverage, workers' compensation, right or actions under any labor or similar Laws that are incurred, accrued or arising prior to, or in connection with, the Closing; (iii) any Liability arising

under any Employee Benefit Plan; (iv) any Liability of the Seller with respect to any Service Provider of the Seller and/or of the Seller who is not a Transferred Employee; and (v) any Liability that transfers to, or otherwise becomes an obligation of, Buyer as a successor employer as a matter of Law, in each case, only to the extent such Liability arises at or prior to the Closing, or is otherwise attributable to the time period prior to Closing (regardless of when such Liability is ultimately realized or is otherwise incurred). Notwithstanding the foregoing, Excluded Employee Liabilities shall not include the Assumed Employee Liabilities.

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

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

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

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

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

"GAAP" means United States generally accepted accounting principles.

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

"Hazardous Material" means any (a) constituent, material, substance, chemical, or waste (or combination thereof) that is listed, defined, designated, regulated or classified as hazardous, explosive, corrosive, flammable, infectious, toxic, carcinogenic, mutagenic, radioactive,

dangerous, a pollutant, a contaminant, or words of similar meaning or effect under any Environmental Law, (b) substance that requires removal or remediation under any Environmental Law, (c) substance that can give rise to liability under any Environmental Law or the presence of which requires investigation, clean up, removal, abatement, remediation or other corrective or remedial action under any Environmental Laws, and (d) petroleum or petroleum by-products (including crude oil and any fractions thereof), natural gas, synthetic gas and any mixtures thereof, asbestos or asbestos-containing materials or products, per- and polyfluoroalkyl substances, polychlorinated biphenyls (PCBs) or materials containing same, radioactive materials, lead-based paints or materials, or radon or other materials that may have an adverse effect on human health or the environment.

"Indebtedness" of any Person means, the aggregate amount (including the current portions thereof), without duplication, of (a) the principal of and premium (if any) in respect of (i) indebtedness of such Person for money borrowed (including any indebtedness incurred through credit cards or charge cards) and (ii) purchase money indebtedness and all other indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, (b) all obligations of such Person issued or assumed as the deferred purchase price of property including all "earn-outs", incentive payments or similar obligations (assuming, in each case, for purposes of calculating "Indebtedness" that the full amount thereof is due and payable as of the date of such calculation), (c) all conditional sale obligations of such Person, and all obligations of such Person under any title retention agreement (but excluding trade accounts payable for goods and services and other accrued current liabilities arising in the Ordinary Course of Business), (d) all obligations of such Person under Capital Leases to the extent such Capital Leases are Assumed Contracts, (e) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance, or similar credit transaction, surety bond, performance bond or similar instruments, (f) the liquidation value of all redeemable preferred stock of such Person, (g) all obligations or liabilities under any PPP loan, (h) all obligations relating to or arising under interest rate or other hedging Contracts, (i) all overdrafts, (j) deferred revenue or similar liabilities, (k) deferred rent payments, (l) all severance payments, all unfunded or underfunded liabilities relating to change of control or similar transaction-related payments (assuming, in each case, for purposes of calculating "Indebtedness" that the full amount thereof is due and payable as of the date of such calculation), and any earned but unpaid compensation (including salary, accrued bonuses, commissions) for any period prior to the Closing Date, (m) any unfunded or underfunded liabilities pursuant to any pension or nonqualified deferred compensation plan or arrangement, (n) all accrued but unpaid management fees and advisory fees, (o) all obligations of the type referred to in clauses (a) through (n) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, (p) all obligations of the type referred to in clauses (a) through (n) of other Persons secured by any lien on any property or asset of such Person (whether or not such obligation is assumed by such Person), and (q) the amount required to retire or repay any such amount described in clauses (a) through (p) on the date in question includes all principal, interest, fees, expenses, prepayment penalties and other similar obligations owed in respect of any outstanding amounts.

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

"Insurance Policies" has the meaning set forth in Section 3.16.

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

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

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

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

"Knowledge" of a Person (and other words of similar import) (a) in reference to the Seller means the actual knowledge of [redacted] or any director or executive officer of the Seller, after reasonable inquiry of relevant internal department heads and (b) in reference to the Buyer means the actual knowledge of any director or executive officer of the Buyer, after reasonable inquiry or investigation. For the avoidance of doubt, no Person named in this definition shall have any personal liability or obligations solely rising out of such Knowledge. For the avoidance of doubt, except in the case of fraud, no person named in this definition shall have any personal liability or obligations solely rising out of such Knowledge.

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

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

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

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

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

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

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

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

"Material Contract" has the meaning set forth in Section 3.9(a).

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

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

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

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

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

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

"Permitted Liens" means Liens with respect to leased or licensed personal property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assumed Contract.

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

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

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

"PPP" means the Paycheck Protection Program as described in the Coronavirus Aid, Relief, and Economic Security Act of 2020 and modified by the Small Business Administration and Department of Treasury guidance documents and FAQs, subsequent interim final rules, and the Paycheck Protection Program Flexibility Act of 2020.

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

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

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

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

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

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

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

"Related Agreements" means the Bill of Sale, the Assignment and Assumption Agreement, the Intellectual Property Assignment, the Assignment of Lease Agreements, the Transition Services Agreement and each other agreement, document or instrument executed or delivered by

a Party in connection with the foregoing, this Agreement, the Sale Order or the transactions contemplated hereby or thereby.

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

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

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

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

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

"Sale Order" means an order of the Bankruptcy Court entered in the Seller's Chapter 11 Case pursuant to sections 105, 363, and 365 of the Bankruptcy Code, approving this Agreement and the transactions contemplated hereby, in all respects as shall be reasonably acceptable to the Seller and the Buyer, (i) approving the sale and transfer of the Acquired Assets to the Buyer free and clear of all liens, claims and interests other than Permitted Liens, if any, pursuant to section 363(f) of the Bankruptcy Code; (ii) approving the assumption and assignment to the Buyer of the Assumed Contracts; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing a finding that the transactions contemplated by this Agreement are undertaken by the Seller Parties and the Buyer (solely in its capacity as such) at arm's length, without collusion, and finding that the Buyer is a good-faith Buyer entitled to the protections of section 363(m) of the Bankruptcy Code; (v) finding that due and adequate notice of the approval of the sale hearing and proposed Sale Order and an opportunity to be heard were provided to all Persons entitled thereto, including but not limited to, federal, state and local taxing and regulatory authorities; (vi) confirming that the Buyer is acquiring the Acquired Assets free and clear of all Liabilities, other than the Assumed Liabilities, and authorizing the Buyer (a) to execute and file such statements, instruments, releases and other documents on behalf of the person with respect to the Acquired Assets, (b) to file, register or otherwise record a certified copy of this Sale Order, which,

once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Claims against the Acquired Assets, and (c) to seek in the Bankruptcy Court or any other court to compel appropriate persons to execute termination statements, instruments of satisfaction, and releases of all Claims with respect to the Acquired Assets other than liabilities expressly assumed under this Agreement; (vii) assuring that the Buyer will not be subject to successor liability for any claims or causes of action of any kind or character against the Seller Parties, whether known or unknown, unless expressly assumed as an Assumed Liability pursuant to this Agreement; (vii) authorizing the Buyer to freely own and operate the Acquired Assets; (ix) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement; (x) providing that the provisions of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) are waived and there will be no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure; (xi) permitting the Buyer to waive, in its sole discretion, the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure; and (xii) granting related relief, which order shall be in all respects reasonably satisfactory to the Buyer.

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

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

"Seller's Chapter 11 Case" has the meaning set forth in the recitals.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
PURCHASE AND SALE

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

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

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

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

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

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

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

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

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

(f) (i) all accrued vacation and sick time of the Transferred Employees that remains unused or unpaid as of the Closing and (ii) any other Liabilities described as being assumed by Buyer in Section 6.4 (subparts (i) and (ii), collectively, the "Assumed Employee Liabilities"); and

(g) all Liabilities of the Seller with respect to open customer jobs as of the Closing.

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

(a) except as otherwise provided in Section 2.10 or Section 6.5, (i) all Taxes of the Seller or any of its Affiliates, including Taxes imposed on the Seller under Treasury Regulations Section 1.1502-6 and similar provisions of state, local or foreign Tax Law accruing prior to the Closing and (ii) all Liabilities for Taxes relating to the Business, Acquired Assets or Transferred Employees for all Taxable periods (or portions thereof) ending on or prior to the Closing Date (including, for the avoidance of doubt, any payroll

or other employment Taxes deferred by the Seller pursuant to Section 2302 of the CARES Act);

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

(c) all Personal Property Taxes;

(d) all Liabilities of the Seller in respect of Indebtedness (except to the extent of any Cure Amounts payable pursuant to Section 2.6(f) under any Assumed Contracts (including any Capital Leases that are Assumed Contracts);

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

(f) any Environmental Liability arising in connection with or in any way relating to: (i) the Excluded Assets; (ii) the conduct of the Business or the ownership or operation of the Business, any property now or previously owned, leased or operated by the Seller or the Acquired Assets, in each case on or prior to the Closing Date; (iii) the presence or Release of or exposure to any Hazardous Materials at, on, under or migrating from any property now or previously owned, leased or operated by the Seller or any Acquired Asset or otherwise arising out of the ownership or operation of the Business, in each case arising at or prior to the Closing Date; (iv) the transportation, storage, treatment, disposal, generation, manufacturing, recycling, reclamation, use or other handling of any Hazardous Materials on or prior to the Closing Date with respect to any property now or previously owned, leased or operated by the Seller or the Acquired Assets or any activities or operations occurring or conducted at any real property used or held for use by the Seller (including offsite disposal) or the Acquired Assets, or relating in any manner to the ownership or operation of the Business on or prior to the Closing Date; and/or (v) any violations of Environmental Law to the extent such violations occurred prior to the Closing Date;

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

(h) all Excluded Employee Liabilities;

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

(j) all Liabilities to any (i) current or former owner or holder of capital stock or other Equity Interests of the Seller or current or former holder of Indebtedness of the Seller or the Business, (ii) current or former officer, manager or director of the Seller (including any Liability with respect to indemnification or advancement of expenses, or (iii) any current or former Subsidiary of the Seller, in each case in their capacity as such;

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

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

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

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

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

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

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

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

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

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

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

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

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

intent to assume and assign any Contract, Lease, Employee Benefit Plan or Assumable Permit pursuant to the terms set forth in the Bidding Procedures Order, the Bankruptcy Court shall deem (by way of the Bidding Procedures Order or such other order of the Bankruptcy Court) any non-debtor party to such Contract, Lease, Employee Benefit Plan or Assumable Permit that does not file an objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract, Lease, Employee Benefit Plan or Assumable Permit by the Seller and assignment to the Buyer. For the avoidance of doubt, the Seller may reject any Contract and Lease that is not an Assumed Contract, Assumed Employee Benefit Plan or Assumed Permit.

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

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

(h) To the extent that any Consent that is required to assign to the Buyer any Contract or Lease is not obtained by the Closing Date, the Seller shall, with respect to each such Contract or Lease, from and after the Closing and until the earliest to occur of (x) the effective date of a Chapter 11 plan confirmed in the Seller's Chapter 11 Case, (y) the date on which such applicable Consent is obtained (which Consents the Parties shall use their commercially reasonable efforts, and cooperate with each other, to obtain promptly), and (z) the Consent Deadline, use commercially reasonable efforts to (i) provide to the Buyer the benefits under such Contract or Lease Contract, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract or Lease in trust for the Buyer pending receipt of the required Consent) designed to provide such benefits to the Buyer, and (iii) use its commercially reasonable efforts to enforce for the account of the Buyer any

rights of the Seller under such Contract or Lease (including the right to elect to terminate such Contract or Lease Contract in accordance with the terms thereof upon the written direction of the Buyer). The Buyer shall reasonably cooperate with the Seller in order to enable the Seller to provide to the Buyer the benefits contemplated by this Section 2.6(h). The Buyer shall compensate the Seller for any reasonable and reasonably documented out-of-pocket, non-fixed costs with respect to any Assumed Contract for which a Necessary Consent has not been obtained until such time as such Assumed Contract is either (a) assumed by the Seller and assigned to the Buyer or (b) rejected by the Seller.

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

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

(k) If the Buyer includes a Previously Omitted Contract on the Contract and Cure Schedule in accordance with Section 2.6(j), the Seller shall file and serve a notice on the contract counterparties to such Previously Omitted Contract notifying such counterparties of the Seller's intention to assume and assign to the Buyer such Previously Omitted Contract, including the proposed Cure Amount (if any). Such notice shall provide such contract counterparties pursuant to the procedures set forth in the Bidding Procedures Order to object, in writing, to the Seller and the Buyer to the assumption of its Contract or Lease. If such counterparties, the Seller and the Buyer are unable to reach a consensual resolution with respect to the objection, the Seller Parties shall seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such

Previously Omitted Contract. If no objection is timely served on the Seller and the Buyer, then such Previously Omitted Contract shall be deemed assumed by the Seller Parties and assigned to the Buyer pursuant to the Sale Order. The Seller and the Buyer shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for the Buyer to assume the rights and obligations under such Previously Omitted Contract.

Section 2.7 [Reserved]

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

Section 2.9 Deliveries at Closing.

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

(i) the Acquired Assets;

(ii) a Bill of Sale substantially in the form of Exhibit B attached hereto (the "Bill of Sale");

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

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

(v) the Transition Services Agreement, in the form attached hereto as Exhibit G (the "Transition Services Agreement");

(vi) one or more Assignment of Lease Agreements with respect to those Leases which constitute Assumed Contracts, substantially in the form attached hereto as Exhibit H (the "Assignment of Lease Agreement");

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

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

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

(i) the Closing Seller Payment;

(ii) the Assignment and Assumption Agreement;

(iii) the Intellectual Property Assignment;

(iv) the Transition Services Agreement;

(v) the Assignment of Leases Agreement(s);

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

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

Section 2.10 Allocation. As soon as reasonably practicable and in no event later than sixty (60) days after the Closing Date, the Buyer shall provide the Seller with a draft allocation of the Purchase Price for federal income tax purposes, including any liabilities properly included therein among the Acquired Assets and the agreements provided for herein, for federal, state and local income tax purposes (the "Initial Allocation"). In the event the Buyer fails to provide the Initial Allocation within such sixty (60) day period, then the Seller, may elect to deliver the Initial Allocation for review by Buyer pursuant to the following procedures. Within forty-five (45) days of the receipt of the Initial Allocation, the Seller may deliver a written notice (the "Allocation Objection Notice") to the Buyer, setting forth in reasonable detail those items in the Initial Allocation that the Seller disputes, if any. The Seller may make reasonable inquiries of the Buyer and its accountants and Service Providers relating to the Initial Allocation, and the Buyer shall use reasonable efforts to cause any such accountants and Service Providers to cooperate with, and provide such requested information to, the Seller in a timely manner. If prior to the conclusion of such forty-five (45)-day period, the Seller notifies the Buyer in writing that it will not provide any Allocation Objection Notice or if the Seller does not deliver an Allocation Objection Notice within such forty-five (45)-day period, then the Buyer's proposed Initial Allocation shall be deemed final, conclusive and binding upon each of the Parties. Within thirty (30) days of the Seller's delivery of the Allocation Objection Notice, the Seller and the Buyer shall attempt to

resolve in good faith any disputed items, and failing such resolution, the unresolved disputed items shall be referred for final binding resolution to a mutually agreeable accounting firm (the "Arbitrating Accountant"). The fees and expenses of the Arbitrating Accountant shall be paid fifty percent (50%) by the Buyer and fifty percent (50%) by the Seller. Such determination by the Arbitrating Accountant shall be (i) in writing, (ii) furnished to the Buyer and the Seller as soon as practicable (and in no event later than thirty (30) days after the items in dispute have been referred to the Arbitrating Accountant), (iii) made in accordance with the principles set forth in this Section 2.10, and (iv) non-appealable and incontestable by the Buyer and the Seller. As used herein, the "Allocation" means the allocation of the Purchase Price, the Assumed Liabilities and other related items among the Acquired Assets and the agreements provided for herein as finally agreed between the Buyer and the Seller or ultimately determined by the Arbitrating Accountant, as applicable, in accordance with this Section 2.10. The Allocation shall be prepared in accordance with IRC Section 1060 and the treasury regulations promulgated thereunder (and any similar provision of state, local or foreign Law, as appropriate), consistent in all cases with the principles set forth in Section 2.10 of the Disclosure Schedule. The Buyer and the Seller shall each report the federal, state and local income and other Tax consequences of the transactions contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under IRC Section 1060 (or any successor form or successor provision of any future Tax Law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable Law. The Seller shall provide the Buyer and the Buyer shall provide the Seller with a copy of any information required to be furnished to the Secretary of the Treasury under IRC Section 1060.

Section 2.11 Proration of Taxes and Other Items. Except as otherwise provided in this Agreement with respect to Tax items allocable to a particular Party, to the extent that any of the items listed below in this Section 2.11 are paid by the Seller prior to the Closing or are payable by the Buyer or the Seller after the Closing Date, such items shall be apportioned as of the Closing Date such that (i) the Seller shall be liable for (and shall reimburse the Buyer to the extent that the Buyer shall pay) that portion of such of the foregoing relating or attributable to periods prior to the Closing Date; and (ii) the Buyer shall be liable (and shall reimburse the Seller, to the extent the Seller shall have paid) that portion of the foregoing relating or attributable to periods on or after the Closing Date. Should any amounts to be prorated not have been finally determined on the Closing Date, a mutually satisfactory estimate of such amounts made on the basis of the Seller Parties' records shall be used as a basis for settlement at the Closing, and the amount finally determined will be prorated as of the Closing Date and appropriate settlement made as soon as practicable after such final determination, with final settlement to be made no later than sixty (60) days after the Closing Date. The items to be prorated in accordance with this Section 2.11 shall include, without limitation: (a) personal property, real estate, retail sales, occupancy and use Taxes, if any, on or with respect to the Business, the Acquired Assets and/or the Assumed Liabilities, except to the extent the date of the assessment of such Taxes falls before the Closing Date, in which case such Taxes shall be Excluded Liabilities; (b) lease payments under any Assumed Contract that is a Lease for the month in which the Closing occurs; and (c) insurance premiums of any policies acquired by the Buyer at the Closing; provided, notwithstanding the foregoing, Buyer shall not be required to remit any amount to Seller with respect to the lease set forth on Section 2.6(c). The Seller and the Buyer agree to furnish each other with such documents

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

Section 2.12 Withholding. Buyer will be entitled to deduct and withhold from the consideration otherwise payable to the Seller pursuant to this Agreement such amounts as may be required to be deducted and withheld under the Code, under any Tax law or pursuant to any other applicable Law. To the extent that amounts are so deducted or withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Seller.

Section 2.13 Good Faith Deposit. Upon Buyer's execution of this Agreement, the Buyer shall remit an earnest-money deposit in the amount of ten percent (10%) of the Cash Purchase Price (i.e., $2,250,000) to a non-interest-bearing escrow account maintained by the Seller (the "Good Faith Deposit"), which Good Faith Deposit shall be applied against the Purchase Price at Closing. Within five (5) Business Days of any termination of this Agreement under Section 8.1, the Good Faith Deposit shall be returned to the Buyer unless this Agreement is validly terminated pursuant to the events set forth in (a) Section 8.1(a)(3), (b) Section 8.1(a)(5) (so long as conversion or dismissal does not prevent the Closing of the sale contemplated by this Agreement) or (c) Section 8.1(a)(6) if the reason the Closing did not occur by the End Date was a Buyer Termination Breach. If Buyer is not entitled to a return of the Good Faith Deposit, the Good Faith Deposit shall be forfeited to the Seller's estates in addition to any other remedies that may be available to Seller under Law.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER PARTIES.

(A) Other than the representations and warranties set forth in Sections 3.1(f), Section 3.2(c), Section 3.2(d) and Section 3.3(c), which are made solely by Solutions (the "Solutions Representations"), the Seller (and not Solutions) represents and warrants to the Buyer as of the date hereof and as of Closing and (B) Solutions represents and warrants to the Buyer the Solutions Representations as of the date hereof and as of the Closing:

Section 3.1 Organization; Good Standing.

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

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

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

(d) The Seller is duly authorized to conduct its business and is in good standing as a foreign limited liability company in each jurisdiction where the ownership or operation of the Acquired Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not individually or in the aggregate, reasonably be expected to result in a material liability to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated

hereby. No other jurisdiction has demanded, requested or otherwise indicated that the Seller is required so to qualify on account of ownership or operation of the Acquired Assets or the conduct of the Business.

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

(f) Solutions is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation or incorporation and has all requisite limited liability company power and authority to own, lease and operate its assets and to carry on its business as currently conducted.

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

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

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

with their respective terms and conditions, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

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

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

Section 3.3 Noncontravention; Consents and Approvals.

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

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

(c) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Article II), will, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) conflict with or result in a breach of the certificate of incorporation, certificate of formation, limited liability company agreement, by-laws or other organizational documents of Solutions, (ii) violate or conflict with any Law or Decree to which Solutions is, or its respective assets or properties are, subject, or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice or payment under, or result in the creation or imposition of any Liens upon any of the Acquired Assets under, any Contract or Lease to which Solutions is a party or by which it is bound or to which any of the Acquired Assets is subject, except in the case of clause (ii) or (iii), for such violations, conflicts, breaches, defaults, accelerations, rights or failures to give notice, as would not, individually or in the aggregate, reasonably be expected to be material to the Business or prevent or materially delay the consummation of the transactions contemplated hereby. Subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing no Consent, notice or filing is required to be obtained by Solutions from, or to be given by Solutions, or made by Solutions with, any Governmental Entity in connection with the execution, delivery and performance by Solutions of this Agreement or any Related Agreement.

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

Section 3.5 Acquired Assets.

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

(b) Except as set forth on Section 3.5(b) of the Disclosure Schedule, or otherwise addressed in the Transition Services Agreement, the Acquired Assets are all the assets, properties and rights used by the Seller in the operation of the Business and will be sufficient and suitable for the Buyer to operate the Business, consistent with past practice.

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

Section 3.7 Contracts.

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

(i) each Contract (excluding purchase orders) with any Material Supplier;

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

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

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

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

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

(vii) each Contract (i) by which any Intellectual Property is licensed from any Person (other than licenses for commercially available, non-customized off-the-shelf software licensed through click-wrap software), (ii) pursuant to which the Seller grants any right or license to Owned Intellectual Property to any Person, or

(iii) that contains any covenant not to sue or assert with respect to any Owned Intellectual Property;

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

(ix) any Contract relating to Indebtedness;

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

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

(xii) any material settlement agreement with ongoing obligations of the Seller or the Business;

(xiii) each Contract with a Governmental Entity;

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

(xv) any Contract with any Related Party.

(b) Each Material Contract is legal, valid, binding, enforceable and in full force and effect. Except as set forth on Section 3.7(b) of the Disclosure Schedule or on Section 2.6 of the Disclosure Schedule as a Cure Amount, (i) the Seller is not, nor to the Seller's Knowledge, any other party thereto, in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract and (ii) the Seller has performed all obligations under such Material Contract required to be performed by the Seller in all material respects.

Section 3.8 Legal Compliance.

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

(b) To the Knowledge of the Seller Parties, neither the Seller nor any of its officers, managers, members, directors, agents, employees or any other Persons acting on their behalf has (i) made any illegal payment, including to any officer or employee of any Governmental Entity or any employee, customer or supplier of the Seller, or (ii) accepted or received any unlawful contributions, payments, expenditures or gifts; and no Litigation has been filed, commenced or, to the Knowledge of the Seller Parties, threatened in writing

or anticipated alleging any such payments. To the Knowledge of the Seller Parties, neither the Seller nor any of its officers, managers, members, directors, agents, employees or any other Persons acting on their behalf has taken any action that would result in a violation by the Seller of anti-corruption Law, or the rules and regulations issued thereunder or any other anti-bribery or anti-corruption Laws that are applicable to the Seller.

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

Section 3.10 Environmental, Health and Safety Matters.

(a) Except for matters that relate solely to an Excluded Liability or as would not, individually or in the aggregate, reasonably be expected to result in a material liability to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby:

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

(ii) except as set forth on Section 3.10(a)(ii)-1 of the Disclosure Schedule, to the Knowledge of the Seller, the Seller has not received from any Person any written notice, request for information, or report regarding any actual or alleged violation of, or any actual or alleged Liabilities of the Seller, respecting Environmental Laws or Environmental Permits affecting the Business, the Leased Real Property or any Acquired Assets that has not been resolved. Except as set forth on Section 3.10(a)(ii)-2 of the Disclosure Schedule, to the Knowledge of the Seller Parties, there are no Decrees outstanding, or any Environmental Claims pending or threatened, in connection with the operation of the Business or the Leased Real Property or otherwise with respect to the ownership or use of the Acquired Assets; and

(iii) except as disclosed on Section 3.10(a)(iii) of the Disclosure Schedule, to the Knowledge of the Seller, with respect to the Leased Real Property and the Acquired Assets, or otherwise in connection with the Business: (A) no Release by the Seller or by any other Person, of Hazardous Materials has occurred on, into, to or from any such property in such a manner as to give rise to any

Liabilities under Environmental Laws or Environmental Permits; and (B) no Hazardous Materials are present or alleged to be present at any such property that are in violation of Environmental Laws or Environmental Permits, or which have given rise, or which could reasonably be expected to give rise, to any Liabilities or Remedial Action under Environmental Laws or Environmental Permits.

(b) To the Knowledge of the Seller, the Seller has not disposed of, transported, arranged for transport, or otherwise sent any Hazardous Materials used in, made by, or generated by the conduct of the Business to any site or location where, to the Knowledge of the Seller Parties, a Release of Hazardous Materials has occurred that requires, or would reasonably be expected to require Remedial Action under applicable Environmental Laws, or that otherwise would reasonably be expected to result in Liabilities.

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

Section 3.11 Employees and Employment Matters.

(a) The Seller is not a party to or bound by any collective bargaining agreement covering the Transferred Employees, nor has any of them experienced since January 1, 2024 any, nor, to the Knowledge of the Seller Parties, is there any threatened, strike, walkout, work stoppage or other material collective bargaining dispute with respect to the Business since January 1, 2024. The Seller has not committed any material unfair labor practice since January 1, 2024. Since January 1, 2024, the Seller has not implemented any plant closing or layoff of the Transferred Employees in violation of the United States Worker Adjustment and Retraining Notification Act, or any similar applicable Law (collectively, the "WARN Act"). Except as set forth on Section 3.11(a) of the Disclosure Schedule, the Seller is not a party to any pending, or, to the Knowledge of the Seller Parties, threatened employment-related matters, and is in material compliance with all employment Laws.

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

Section 3.12 Employee Benefit Plans.

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

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

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

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

Section 3.13 Real Property. The Seller does not own, nor has it ever owned, any real property. Section 3.13(a) of the Disclosure Schedule sets forth the address of each Leased Real Property, and a true and complete list of all Leases for such Leased Real Property. The Seller has made available to the Buyer true and complete copies of such Leases. With respect to each of the Leases:

(a) such Lease is legal, valid, binding, enforceable and in full force and effect against the Seller subject to proper authorization and execution of such Lease by the other party thereto and the application of any bankruptcy or other creditor's rights Laws and the Seller has good and marketable title to the leasehold interest therein, free and clear of all Liens (other than Permitted Liens);

(b) other than as set forth on Section 3.13(b) of the Disclosure Schedule, except as to the pendency of Seller's Chapter 11 Case, the Seller is not in breach or default under such Lease; and

(c) The Leased Real Property being used in the operation of the Business as currently conducted and is suitable for same, and no other real property is being used or is otherwise reasonably required to operate the Business as currently conducted or is anticipated to be operated pursuant to the terms hereof after the Closing Date.

Section 3.14 Permits. Section 3.14 of the Disclosure Schedule contains a list of all material Permits (other than building/construction permits pulled by the Seller with respect to individual jobs) that the Seller holds in connection with the operations of the Business and whether such Permits are Assumable Permits. There is no Litigation pending, nor to the Knowledge of the Seller Parties, threatened in writing, that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Permits, other than any such Litigation that would not reasonably be expected to be, individually or in the aggregate, material to the Seller or the Business or prevent or materially delay the consummation of the transactions contemplated hereby.

Section 3.15 Data Security and Privacy.

(a) To the Knowledge of the Seller, the Seller complies in all material respects with all Data Protection Requirements and neither the execution, delivery or performance of this Agreement will result in any violation of any Data Protection Requirement.

(b) Since January 1, 2024, the Seller has not suffered any systems failure, security breach, data loss or theft, unauthorized access to, use or disclosure of, or other adverse events or security incidents with respect to any Personal Data, in each case which would require notification of any Person pursuant to any Data Protection Requirement (collectively, a "Security Breach"). The Seller has not notified or been required subject to any Data Protection Requirement to notify any Person of any Security Breach.

(c) Since January 1, 2024, the Seller has not received any subpoenas, demands, or other notices from any Governmental Entity investigating, inquiring into, or otherwise relating to any actual or potential violation of any Data Protection Law. Since January 1, 2024, no notice, complaint, claim, inquiry, audit, enforcement action, proceeding, or litigation of any kind has been served on, or initiated against the Seller or any of its officers, directors, or employees (in their capacity as such) by any private party or Governmental Entity, foreign or domestic, under any Data Protection Requirement.

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

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

Section 3.18 Intellectual Property.

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

including making all necessary filings and paying all necessary fees, to maintain and protect the Business Intellectual Property Registrations.

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

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

(d) Neither the Seller nor the Business use, license from or to, or otherwise make available to, any Person any Proprietary Software.

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

Section 3.19 Taxes.

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

deficiencies, assessments or other actions in process or pending with respect to the Business, Acquired Assets or Transferred Employees.

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

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

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

Section 3.21 Suppliers. Section 3.21 of the Disclosure Schedule sets forth the names of the 10 largest (based upon payments made by the Seller) suppliers, vendors or other providers of goods or services (the "Material Suppliers") to the Seller that received payments from the Seller during the 12-month period ending December 31, 2024.

Section 3.22 Restrictions on Business Activities. There is no Contract, Decree or other instrument binding upon the Seller that restricts or prohibits the Seller from competing with any other Person, from engaging in any business or from conducting activities in any geographic area, or that otherwise restricts or prohibits the conduct of the Business.

Section 3.23 Warranty Claims. In the past twelve (12) months, except as set forth on Section 3.23 of the Disclosure Schedule or the Ordinary Course of Business, to the Knowledge of Seller, there have been no claims against the Seller or any Affiliate thereof alleging any material deficiencies in the Seller's services, or alleging any failure of the services of the Seller to meet in any material respects applicable specifications, warranties or contractual commitments. Section 3.23 of the Disclosure Schedule sets forth the terms of the Seller's standard warranty, if any,

offered with respect to the Seller's provision of services, including with respect to any maintenance or installation services.

Section 3.24 Inventory. All Inventory of the Seller and the Business is, in all material respects, suitable for the uses for which such inventory is intended, consists solely of Inventory of the kind and quality regularly purchased, produced, used and sold in the Ordinary Course of Business and consists of a quality and quantity usable and salable in the Ordinary Course of Business, except for obsolete, damaged, defective or slow-moving items.

Section 3.25 No Other Representations or Warranties. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), neither the Seller nor any other Person makes (and the Buyer is not relying upon) any other express or implied representation or warranty with respect to the Seller, the Business, the Acquired Assets (including the value, condition or use of any Acquired Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and the Seller disclaims any other representations or warranties, whether made by the Seller, the Seller, any Affiliate of the Seller or any of their respective officers, directors, employees, agents or Representatives. Except for the representations and warranties contained in this Article III (as qualified, amended, supplemented and modified by the Disclosure Schedule), the Seller (i) expressly disclaims and negates any representation or warranty, express or implied, at common law, by statute or otherwise, relating to the condition of the Acquired Assets (including any implied or expressed warranty of title, merchantability or fitness for a particular purpose, or of the probable success or profitability of the ownership, use or operation of the Business or the Acquired Assets by the Buyer after the Closing), and (ii) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyer or its Affiliates or Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyer by any director, officer, employee, agent, consultant or Representative of the Seller). Notwithstanding anything to the contrary, nothing in this Section 3.25 shall be deemed to constitute a waiver by the Buyer in the case of fraud.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER

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

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

Section 4.2 Authorization of Transaction.

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

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

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

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

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

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

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

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

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

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

ARTICLE V
PRE-CLOSING COVENANTS

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

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

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

Section 5.3 Bankruptcy Actions.

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

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

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

Contract or Lease, (iv) the identity of the Buyer, and (v) the deadline by which any such Contract or Lease counterparty may file an objection to the proposed assumption and assignment and/or cure, and the procedures relating thereto.

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

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

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

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

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

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

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

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

(e) (i) incur or suffer to exist any Indebtedness except any such Indebtedness that is an Excluded Liability, (ii) make any loans, advances or capital contributions to, or material investments in, any other Person, other than in the Ordinary Course of Business or (iii) impose any Lien upon the Acquired Assets or the Business, tangible or intangible, other than Permitted Liens; provided, further, that in each case, except as provided in the DIP Documents and any order approving the DIP Documents;

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

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

(h) other than in the Ordinary Course of Business or as contemplated in Section 5.10, (i) sell, transfer, lease or otherwise dispose of, or agree to sell, transfer, lease or otherwise dispose of, any material assets or properties, or (ii) lease, license or otherwise acquire, or agree to lease, license or otherwise acquire, any material assets or properties;

(i) (i) amend, terminate, renew, cancel, exercise or expressly decline any material option, or request or grant any material waiver under any Lease, or (ii) enter into any agreement or commitment for the purchase, acquisition, sale, lease, sublease, license, or occupancy of any real property.

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

(k) except as in accordance with Section 2.6 or Section 5.10, amend in a manner adverse to the Business or cancel or terminate any Material Contracts;

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

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

(n) other than as required by an Employee Benefit Plan, (A) (i) with respect to any employee or other individual service provider of the Seller whose total compensation in 2024 was $75,000 or greater, increase the compensation or benefits of any such employee and (ii) with respect to any employee or other individual service provider of the Seller whose total compensation in 2024 was less than $75,000, increase the compensation or benefits of any such employee by more than 3% provided that any such increases must be part of compensation reviews and merit increase in the Ordinary Course of Business, (B) accelerate the vesting or payment of any compensation or benefits of any employee or other individual service provider of the Seller, (C) enter into, amend or terminate any Employee Benefit Plan (or any plan, program, agreement or arrangement that would be an Employee Benefit Plan if in effect on the date hereof) or grant, amend or terminate any awards thereunder, (D) with respect to any employee or other individual service provider of the Seller whose total compensation in 2024 was $75,000 or greater, terminate without "cause" and will consult with Buyer prior to hiring or engaging an new employee or other individual service provider of the Seller whose total annual compensation would be $75,000 or greater, (E) make any loan to any present or former employee or other individual service provider of the Seller (other than in the Ordinary Course of Business), or (F) enter, amend or terminate into any collective bargaining agreement or other agreement with a labor union or labor organization; make or grant any material increase in, amend or terminate, or adopt any new Employee Benefit Plan;

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

(p) enter into any transactions with any Related Party that adversely impacts or would reasonably be expected to adversely impact the Acquired Assets or Assumed Liabilities in any material respect;

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

(r) commence or settle any Litigation that adversely impacts or would reasonably be expected to adversely impact the Acquired Assets or the Assumed Liabilities; or

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

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

event, fact or condition and (ii) any material failure on its part to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.5 shall not limit or otherwise affect the remedies available to the Party receiving such notice under this Agreement.

Section 5.6 Access. During the period from the date of this Agreement until the earlier of the Closing and the valid termination of this Agreement in accordance with Article VIII, upon reasonable advance written request by the Buyer, the Seller shall provide the Buyer and its Representatives to have reasonable access during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of the Seller, to all premises, properties, personnel, Records, Contracts and Leases related to the Seller, in each case, for the sole purposes of evaluating the Business and to enable Buyer to reasonably proceed with its preparations to transition certain services provided by Solutions to Seller and other integration efforts as set forth in Exhibit A of the Transition Services Agreement; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege with respect thereto or take any action in violation of applicable Law provided, that if the Seller withholds any information pursuant to the foregoing exceptions, it will notify the Buyer and describe the information being so withheld in a way that would not violate the applicable obligation or risk waiver of such privilege and use reasonable efforts to provide alternative means of disclosing such information including, if requested, extracts or summaries of such information.

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

Section 5.8 Post-Closing Operation of the Seller; License. The Seller hereby acknowledges and agrees that following the Closing, the Buyer and its Affiliates shall have the sole right to the use of the names, logos and Marks included in the Owned Intellectual Property, including those set forth on Exhibit F or similar or other relevant names or any Marks containing or comprising the foregoing, including any name or Mark confusingly similar thereto (collectively, the "Assumed Trade Names"). After the Closing, none of the Seller nor any of their respective Affiliates shall use the Assumed Trade Names. Promptly following the Closing (but no later than ninety (90) days after the Closing), the Seller and their respective Affiliates shall (a) promptly file with the applicable Governmental Entities all documents necessary to delete from their names the Assumed Trade Names and shall do or cause to be done all other acts, including the payment of any fees required in connection therewith, to cause such documents to become effective as promptly as reasonably practicable, (b) remove, destroy or irrevocably strike over the labeling, stationery, forms, supplies, displays, advertising and promotional materials, manuals, and other materials existing as of the Closing that bear any such Assumed Trade Names, and (c) remove all such Assumed Trade Names from all assets, websites, email and other online materials and from

all signage and other displays. None of the Seller or any of their respective Affiliates shall seek to register in any jurisdiction any trade, corporate or business name, trademark or other name or source identifier that is a derivation, translation, adaptation, combination or variation of, or confusingly similar to, any such Assumed Trade Names. Notwithstanding the foregoing, the Seller shall retain the right to use such Assumed Trade Names solely as required in connection with the completion of the Seller's Chapter 11 Case.

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

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

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

ARTICLE VI
OTHER COVENANTS

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

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

this Agreement; and (ii) provide certificates or forms, and timely execute any Tax Return, that are necessary or appropriate to establish an exemption for (or reduction in) any Transfer Tax.

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

Section 6.3 Availability of Business Records. From and after the Closing Date until the date that is three (3) years from the Closing Date, the Buyer shall promptly provide to the Seller and their respective Representatives (after reasonable notice and during normal business hours and without charge to Seller), at the Seller's sole cost and expense, reasonable access to all Records included in the Acquired Assets for periods prior to the Closing (as long as such access does not unreasonably interfere with the Buyer's business operations) to the extent such access is necessary in order for the Seller to comply with its obligations to administer Seller's Chapter 11 Case or applicable Law or any contract to which it is a party, and so long as such access is subject to an obligation of confidentiality, and shall use commercially reasonable efforts to preserve such Records until the latest of (i) three (3) years after the Closing Date, (ii) the required retention period required by Law for all government contact information, records or documents, and (iii) the conclusion of all bankruptcy proceedings relating to the Seller's Chapter 11 Case (the "Retention Period"). Such access shall include access to any information in electronic form to the extent reasonably available. The Buyer acknowledges that the Seller has the right to retain copies of all of Records included in the Acquired Assets for periods prior to the Closing subject to all confidentiality agreements applicable thereto. For a period of one (1) year immediately following the applicable Retention Period, prior to destroying any material Records included in the Acquired Assets for periods prior to the Closing, the Buyer shall use commercially reasonable efforts to reasonably notify the Seller thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and the Buyer shall permit the Seller to retain such Records subject to all confidentiality agreements applicable thereto. With respect to any litigation and claims that are Excluded Liabilities, the Buyer shall use commercially reasonable efforts to render, at the Seller's expense, all reasonable assistance that the Seller may request in defending such litigation or claim and shall make reasonable efforts to make personnel most knowledgeable about the matter

in question available to the Seller. Notwithstanding anything herein to the contrary, in no event shall the Buyer or any Affiliates thereof be required to make any such books or records available to the Seller or provide such access in connection with a dispute, litigation, claim or other Litigation involving Buyer or any Affiliates.

Section 6.4 Employee Matters.

(a) The Buyer shall offer employment as of the Closing Date to all active employees of the Business (such employees who accept such employment, the "Transferred Employees"). Such offers of employment made by the Buyer shall include at least the same base salary or hourly wage rate and commissions that are substantially similar in the aggregate to those that such employees received immediately prior to the Closing Date. Without limiting the Seller's responsibility for the Excluded Employee Liabilities, the Seller shall have no liability or obligation to any such Person who becomes an employee of the Buyer on and after the Closing Date with respect to compensation payable or claims arising in respect of the post-Closing period. Subject to the Seller's compliance with Section 5.4(o) of this Agreement, the Buyer shall be responsible for all liabilities incurred pursuant to the WARN Act and any similar state or local Laws for Service Providers who become an employee of the Buyer in relation to any termination that occurs on or after the Closing Date. Nothing in this Agreement shall restrict the rights of the Buyer under applicable Law or any employment contract with respect to any employee hired by the Buyer.

(b) For a period of ninety (90) days after the Closing Date, Buyer shall not engage in any conduct that would result in an employment loss or layoff for a sufficient number of employees of Buyer which, if aggregated with any such conduct on the part of the Seller prior to the Closing Date, would trigger the WARN Act or any other similar applicable state local Law, to the extent that such conduct would result in Liability for Seller. In furtherance of the foregoing, on or before the Closing Date, Seller shall provide a list of the name and site of employment of any and all employees of Seller who have experienced, or will experience, an employment loss or layoff as defined by the WARN Act, or any other similar applicable state or local Law, within ninety (90) days prior to the Closing Date, which list Seller shall update up to and including the Closing Date.

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

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

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

Section 6.7 Domain Names. Prior to Closing, the Seller shall provide evidence of the Company's ownership of those domains set forth on Schedule 3.18(a)(iv) (the "Transferred Domains"), in form and substance satisfactory to the Buyer in its reasonable discretion. To the extent the Transferred Domains are owned by a Person other than the Company, the Company shall, prior to Closing, enter into agreements assigning all right, title and interest in and to the Transferred Domains to the Company and make all necessary filings with the applicable registrars evidencing such assignment and the Company's ownership of the Transferred Domains.

Section 6.8 Reasonable, Out-of-Pocket, Non-Fixed Costs. With respect to any provision in this Agreement, including Sections 2.6(b), 2.6(h), 5.9 and 6.2, that requires the Buyer to compensate the Seller for its reasonable and reasonably documented, out-of-pocket, non-fixed costs, the Buyer and the Seller shall each use their commercially reasonable efforts to agree in advance in writing as to such costs pursuant to, among other things, the Transition Services Agreement or an approved budget.

Section 6.9 No Successor Liability. The Parties intend that, to the fullest extent permitted by Law (including under Section 363(f) of the Bankruptcy Code), upon the Closing, Buyer shall not be deemed to: (a) be the successor or successor employer of the Seller, including with respect to Environmental Liabilities; (b) have, de facto or otherwise, merged with or into the Seller; (c) have any common law successor liability in relation to any "multiemployer plan" (as defined in Section 3(37) of ERISA), any "multiple employer plan" (as defined in Section 413(c) of the IRC), or any "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), including with respect to withdrawal liability or contribution obligations or with respect to any Environmental Liabilities, (d) be a mere continuation or substantial continuation of the Seller; or (e) be liable for any acts or omissions of the Seller in the conduct of the Business or arising under, or related to, the Acquired Assets, other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the Parties intend that Buyer shall not be liable for any Liability or Lien (other than Assumed Liabilities) against the Seller or any of the Seller's predecessors or Affiliates and Buyer shall have no successor or vicarious Liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Acquired Assets or any Liabilities of the Seller arising prior to the Closing Date. The Parties agree that the provisions substantially in the form of this Section 6.9 shall be reflected in the Sale Order.

Section 6.10 Seller Designation. The Seller hereby designates Solutions to execute any and all instruments, certificates or other documents on behalf of the Seller, and to do any and all other acts or things on behalf of the Seller, which Solutions may deem necessary or advisable, or which may be required pursuant to this Agreement, any other Related Agreement or otherwise, in connection with the consummation of the transactions contemplated hereby or thereby and the performance of all obligations hereunder or thereunder, including the exercise of the power to: (a) execute any other Related Agreement on behalf of the Seller, (b) give and receive notices and communications to or from Buyer relating to this Agreement, any other Related Agreement or any

of the transactions and other matters contemplated hereby or thereby, (c) agree to, object to, negotiate, resolve, enter into settlements and compromises of, demand arbitration or litigation of, and comply with orders of arbitrators or courts with respect to, any dispute between Buyer, on the one hand, and the Seller, on the other hand, in each case relating to this Agreement, any other Related Agreement or any of the transactions and other matters contemplated hereby or thereby, (d) grant any waiver, consent or approval, or election, and making any filings with any Governmental Entity, on behalf of the Seller under this Agreement or any other Related Agreement, and (e) take all actions necessary or appropriate in the judgment of Solutions for the accomplishment of the foregoing. Solutions shall have authority and power to act on behalf of the Seller with respect to the disposition, settlement or other handling of all claims under this Agreement and any other Related Agreement and all rights or obligations arising hereunder or thereunder. The Seller shall be bound by all actions taken and documents executed by Solutions in connection with this Agreement and any other Related Agreement, and Buyer shall be entitled to rely on any action or decision of Solutions. The appointment of Solutions as the Seller's attorney-in-fact revokes any power of attorney heretofore granted that authorized any other Person or Persons to represent the Seller with regard to this Agreement or any other Related Agreement. The appointment of Solutions as attorney-in-fact pursuant hereto is coupled with an interest and is irrevocable.

ARTICLE VII
CONDITIONS TO OBLIGATION TO CLOSING

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

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

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

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

(d) no Governmental Entity shall have threatened, enacted, issued, promulgated, enforced or entered any Law or Decree that has the effect of rendering the

transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing, illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing;

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

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

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

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

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

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

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

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

(d) no Governmental Entity shall have threatened, enacted, issued, promulgated, enforced or entered any Law or Decree that has the effect of rendering the transactions contemplated by this Agreement or any of the Related Agreements, or the

Parties performance under this Agreement or any of the Related Agreements including the Closing, illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or any of the Related Agreements, or the Parties performance under this Agreement or any of the Related Agreements including the Closing; and

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

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

ARTICLE VIII
TERMINATION

Section 8.1 Termination of Agreement.

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

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

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

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

(4) by either the Buyer or the Seller, if there is in effect a Final Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this

Agreement; provided, however, that the right to terminate this Agreement under this Section 8.1(a)(4) will not be available to any Party whose failure to fulfill any material covenant or obligation under this Agreement is the cause of or resulted in the action or event described in this Section 8.1(a)(4) occurring;

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

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

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

Section 8.2 Effect of Termination. If this Agreement is terminated pursuant to Section 8.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other Party or its Affiliates, except that Section 2.13, Section 8.1(b)(ii), this Section 8.2, Section 8.3, Section 8.4, Section 8.5, and Article IX shall remain in full force and survive any termination of this Agreement. Notwithstanding the foregoing, in the event this Agreement is terminated by a Party because of the knowing and intentional breach of this Agreement by the other Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's knowing and intentional failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal rights and remedies hereunder and under applicable Law will survive such termination unimpaired.

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

Section 8.4 Acknowledgement. Each of the Parties acknowledges that (i) the agreements contained in this Article VIII are an integral part of the transactions contemplated by this Agreement and (ii) without the agreements contained in this Section 8.4, the Buyer would not have entered into this Agreement. Except in the case of fraud, in no event shall the Seller Parties have any liability to the Buyer or any other Person for any special, incidental, consequential,

exemplary, indirect, or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect, consequential or punitive is hereby fully waived, released and forever discharged. Except in the case of fraud, in no event shall the Buyer have any liability to the Seller Parties or any other Person for any special, incidental, exemplary, indirect, consequential or punitive damages, and any such claim, right or cause of action for any damages that are special, incidental, exemplary, indirect or punitive is hereby fully waived, released and forever discharged.

Section 8.5 Bidding Protections.

(a) Upon the closing on an Alternative Transaction and provided the Seller is not entitled to terminate this Agreement pursuant to Section 8.1(a)(3) or has otherwise validly terminated this Agreement pursuant to Section 8.1(a)(3), the Break-Up Fee and Expense Reimbursement shall be due and payable to the Buyer by wire transfer of immediately available funds to the account specified by Buyer to Seller in writing.

(b) Seller and Buyer agree that neither the Break-Up Fee nor the Expense Reimbursement is a penalty, but rather is liquidated damages in a reasonable amount that, in the event of an closing Alternative Transaction only, will compensate Buyer for the time and effort associated with initial due diligence and negotiation of this Agreement and the opportunities forgone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated herein.

(c) The obligations of Seller to pay the Break-Up Fee and Expense Reimbursement as provided in this Section 8.5 shall be (i) entitled to administrative expense status of the kind specified in Sections 503(b)(1) and 507(a) of the Bankruptcy Code in Seller's Chapter 11 Cases, and (ii) if triggered, shall be payable from the proceeds of any Alternative Transaction for the Acquired Assets upon the closing of such Alternative Transaction, free and clear of all liens (including those arising under the DIP Financing Order). For the avoidance of doubt, the provision of the administrative expense for the Break-Up Fee and Expense Reimbursement shall only be an obligation of the Seller's estate if an Alternative Transaction closes, the Seller is not entitled to terminate this Agreement pursuant to Section 8.1(a)(3) and Seller has not otherwise validly terminated this Agreement pursuant to Section 8.1(a)(3).

(d) Seller shall seek approval of the Break-Up Fee and the Expense Reimbursement from the Bankruptcy Court in the Bidding Procedures Order. The Parties acknowledge and agree that the terms and conditions set forth in this Section 8.5 with respect to the payment of the Break-Up Fee and Expense Reimbursement are subject to the Bankruptcy Court entering the Bidding Procedures Order, it being understood that Buyer may terminate this Agreement if the Bankruptcy Court does not approve the Break-Up Fee and Expense Reimbursement on terms substantially similar to those contemplated hereby, in which case the Good Faith Deposit shall be forthwith returned to Buyer. The Parties acknowledge that the agreements contained in this Section 8.5 are commercially reasonable and an integral part of the transactions, and that without these agreements, the Parties would not enter into this Agreement or consummate the transactions contemplated hereby. For the avoidance of doubt, the covenants set forth in this Section 8.5 are continuing

obligations, separate and independent from the other obligations of the Parties expressly set forth in this Agreement (and shall not limit the Parties' other rights expressly set forth in this Agreement), and survive termination of this Agreement.

ARTICLE IX
MISCELLANEOUS

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

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

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

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

of the Buyer for such purpose, to bid at the Auction or take title to the Acquired Assets at the Closing (or thereafter) or any portion thereof and operate the business going forward, and upon written notice to the Seller of any such designation by the Buyer, the Seller agrees to execute and deliver all instruments of transfer with respect to the Acquired Assets directly to, and in the name of, the Buyer's assignees. In addition, notwithstanding the foregoing, the Buyer may assign any Indebtedness owed to it by the Seller to any Affiliate of the Buyer, any other Buyer or any other assignee or designee at any time.

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

If to the Seller or any Seller Party:

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

-and-

Attention: Andrew Hede
[redacted]

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

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

and

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

If to the Buyer:

Columbia Home Services LLC
c/o Tenex Capital Management, L.P.
60 East 42nd Street
Suite 4150
New York, NY 10165-0015
[redacted]

with copies (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Matthew J. Rizzo, Jessica A. Sheridan and Jeffrey Pawlitz
Email: mrizzo@willkie.com; jsheridan@willkie.com; jpawlitz@willkie.com

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

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

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

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

Section 9.9 Specific Performance.

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

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

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

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

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

foregoing provisions referred to in clauses (i) through (iv) above. Notwithstanding anything to the contrary, nothing in this Section 9.12 shall be deemed to constitute a waiver by Buyer in the case of fraud.

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

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

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

Section 9.16 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meaning ascribed to them in this Agreement. The representations and warranties of the Seller Parties in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the applicable portions of the Disclosure Schedule expressly reference or, deemed to reference in accordance with this Section 9.16. The Seller Disclosure Schedule is arranged in sections and paragraphs corresponding to the numbered and lettered sections and paragraphs of this Agreement to which it relates. The disclosure in any section or paragraph of the Disclosure Schedule, and those in any amendment or supplement thereto, shall be deemed to relate to and to qualify only the particular representation or warranty

set forth in the corresponding numbered or lettered section of this Agreement, except to the extent that: (a) such information is cross-referenced in another part of the Disclosure Schedule; or (b) it is reasonably apparent on the face of the disclosure (without reference to any document referred to therein or any independent knowledge on the part of the reader regarding the matter disclosed) that such information qualifies another schedule in the Disclosure Schedule. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or law shall be construed as a third party admission or third party indication that any such breach or violation exists or has actually occurred. All attachments to the Disclosure Schedule are incorporated by reference into the Disclosure Schedule in which they are directly or indirectly referenced.

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

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

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

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGES TO
ASSET PURCHASE AGREEMENT

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

SELLER PARTIES:

Air Pros Solutions, LLC

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

Dallas Plumbing Air Pros, LLC

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

BUYER:

Columbia Home Services LLC

By: 

Name: Gabriel Wood
Title: Authorized Person

Exhibit A

Acquired Assets

Except for the Excluded Assets or as expressly excluded below, all of the assets of the Seller (but not of Solutions) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, including all right, title and interest of the Seller in, to and under the following:

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

(b) all lease deposits and customer deposits with respect to jobs which have not commenced as of Closing;

(c) all open customer job Permits;

(d) all of the Contracts set forth on Section 2.6(c) of the Disclosure Schedule or which are assumed by the Buyer in accordance with Section 2.6;

(e) all Intellectual Property listed or required to be listed on Section 3.18 of the Disclosure Schedule;

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

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

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

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

(j) to the extent permitted by law, all books, records, ledgers, files, reports, plans, documents, manuals, and all customer sales, marketing, advertising, packaging and promotional materials, data, software (including all data and other information whether written, recorded or stored on discs, tapes or other media and including gall computerized data), technical data and all other and all telephone, telex and telephone facsimile

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

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

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

Exhibit B

Assumed Contracts

Assumed Contracts

	Counterparty	Contract Description	Cure Amount
1	11055 Plano Road, LLC	Lease, dated July 1, 2022, for the premises located at 11055 Plano Road, Dallas, Texas 75238	$17,059.36
2	ImageNet Consulting	Lease	$0
3	JB Warranties	Deal Service Agreement	$0
4	Progressive Waste Solutions	Service Agreement	$0

EXHIBIT 2

Blackline

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

Debtors.

Re: Docket Nos. 34, 55, 193

ORDER (A) APPROVING THE SALE OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF

(*Dallas Plumbing & Air Conditioning Business Unit*)

[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.

Upon the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors' Assets, (B) Approving the Debtors' Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 34, as amended, D.I. 55] (the "Motion")[2] of the above-captioned debtors and debtors in possession (the "Debtors") for the entry of an order pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 9013-1 and 9013-2 of the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia (the "Local Rules") and Sections D and H of the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the "Complex Case Procedures"), among other things, (i) authorizing the sale of the Acquired Assets (the "Sale") free and clear of liens, claims, encumbrances, and other interests, except as provided by that Asset Purchase Agreement, dated as of March 14, 2025, by and between Dallas Plumbing Air Pros, LLC (the "Seller"), Air Pros Solutions, LLC ("Solutions"), and Columbia Home Services LLC, as the Stalking Horse Bidder (the "Buyer") (a copy of which is attached hereto as

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in either the Motion or the Stalking Horse Purchase Agreement (as defined herein), as applicable.

Exhibit A, as the same may be further amended, supplemented or otherwise modified in accordance with its terms, together with all exhibits and schedules thereto, the "Stalking Horse Purchase Agreement"), (ii) authorizing the Seller's and Solutions' performance under the Stalking Horse Purchase Agreement, (iii) approving the assumption and assignment of certain of the Seller's executory contracts and unexpired leases related thereto (any such executory contract or unexpired lease assumed and assigned pursuant to the Sale, an "Assumed Contract"), and (iv) granting related relief; and the Court having entered an order approving the Bidding Procedures and granting certain related relief on April 14, 2025 [D.I. 193] (the "Bidding Procedures Order") after a hearing on the same date (the "Bidding Procedures Hearing"); and the Debtors having submitted the *Declaration of Andrew D.J. Hede in Support of Chapter 11 Petitions and First Day Pleadings* [D.I. 8], the *Amended Declaration of Jeffrey Finger in Support of Bidding Procedures Motion* [D.I. 56], the *Declaration of Andrew D.J. Hede in Support of Bidding Procedures Motion* [D.I. 158], the *Declaration of Jeffrey Finger in Support of the Debtors' Sale Motion* [D.I. 370], and the *Declaration of Andrew D.J. Hede in Support of the Debtors' Sale Motion* [D.I. 369]; and the Buyer having submitted the *Declaration of Gabriel M. Wood in support of the Sale Motion* [D.I. 361]; and no auction (the "Auction") having been held because no additional Qualified Bids on the Acquired Assets were received by the Debtors other than the Stalking Horse Bid and the Stalking Horse Purchase Agreement; and the Buyer having been deemed the Successful Bidder by the Debtors pursuant to the Bidding Procedures Order; and the Debtors having filed and served a *Notice of Proposed Sale, Bidding Procedures, Auction, and Sale Hearing* [D.I. 201] (the "Auction and Sale Notice"), a *Notice of Proposed Assumption and Assignment of Certain Executory Contracts* [D.I. 220] (the "Initial Cure Notice"), a *Supplement to Notice of Proposed Assumption and Assignment of Certain*

Executory Contracts [D.I. 225] (the "First Supplemental Cure Notice"), an *Amendment and Second Supplement to Notice of Proposed Assumption and Assignment of Certain Executory Contracts* [D.I. 286] (the "Second Supplemental Cure Notice", and together with the Initial Cure Notice and the First Supplemental Cure Notice, collectively, the "Cure Notice"), served a *Notice of Assumption and Assignment of Customer Memberships and Warranties* (the "Customer Notice"), and filed and served the *Notice of (I) Cancellation of Auction with Respect to the Dallas Plumbing & Air Conditioning Business Unit, and (II) Designation of the Dallas Plumbing Stalking Horse Bidder as the Successful Bidder for the Assets Covered by the Dallas Plumbing Stalking Horse Purchase Agreement* [D.I. 312] (the "Auction Cancellation Notice"); and the Court having conducted a hearing on the Motion on May 19, 2025 (the "Sale Hearing"), at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion and other evidence submitted in support of the Motion, the objections thereto (if any), the Stalking Horse Purchase Agreement, and the Bidding Procedures Order; and upon the record of the hearing on the Bidding Procedures Hearing and the Sale Hearing; and the Court having heard statements and arguments of counsel and the evidence presented with respect to the relief requested in the Motion at the Sale Hearing; and due notice of the Motion, the Stalking Horse Purchase Agreement, the Bidding Procedures Hearing, Bidding Procedures Order and the cancellation of the Auction having been provided; and the Court having determined that a sound business purpose exists for the Sale, the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders, and all other parties in interest, the Sale was negotiated and proposed in good faith and the Purchase Price is fair and reasonable and in the best interest of the Debtors' estates; and the Court having jurisdiction over this matter; and the legal and factual bases set forth in the Motion

and at the Sale Hearing establishing just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FURTHER FINDS AND DETERMINES THAT:[3]

I. Petition Date

A. On March 16, 2025 (the "Petition Date"), the Debtors commenced these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate and manage their business as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

II. Jurisdiction, Final Order and Statutory Predicates

B. The Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. This order (this "Sale Order") constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Federal Rule of Civil Procedure 54(b), as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, expressly waives any stay, and expressly directs entry of judgment as set forth herein.

D. The statutory predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and

[3] All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

9014 of the Federal Rules of Bankruptcy Procedure, Local Rules 9013-1 and 9013-2, and Section H of the Complex Case Procedures.

E. The findings of fact and conclusions of law set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

III. Notice of the Sale, Auction, and the Cure Amounts

F. Actual written notice of the Bidding Procedures Hearing, the Sale Hearing, the Auction Cancellation Notice, the Motion, the identity of the Buyer, the Sale, the assumption, assignment, cure and sale of the Assumed Contracts to be assigned to the Buyer pursuant to the Stalking Horse Purchase Agreement (which are identified on **Exhibit B** hereto), and assumption by the Buyer of the customer and membership obligations (as set forth in the Stalking Horse Purchase Agreement) has been timely and properly provided to, and a reasonably calculated, fair and reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to, all known interested persons and entities, including, but not limited to the following parties: (i) all entities known to have asserted any Interest in or upon any of the Debtors' Assets; (ii) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by this Motion; (iii) known counterparties to any unexpired leases or executory contracts that could potentially be assumed and assigned to the Buyer; (iv) the Office of the United States Trustee for the Northern District of Georgia; (v) holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (vi) the Office of the United States Attorney General for the Northern District of Georgia; (vii) the Internal Revenue Service; (viii) the U.S. Department of Justice; (ix) the offices of the attorneys general for the states in which the Debtors operate; (x) counsel to each Stalking Horse Bidder; and (xi) all parties requesting notice pursuant to Bankruptcy Rule 2002. The requirements of Bankruptcy Rule 6004(a) and all applicable Local Rules are satisfied by such notice.

G. In accordance with the provisions of the Bidding Procedures Order, the Debtors caused the Cure Notice to be served, in compliance with the requirements of due process and the

Bankruptcy Code, upon the Buyer and the non-Debtor counterparties to the executory Contracts or unexpired Leases (each, a "Contract Counterparty," and, collectively, the "Contract Counterparties"), noticing such parties: (i) of the Sale, (ii) that the Seller may seek to assume and assign the Assumed Contracts on the Closing Date, (iii) of the relevant Cure Amounts, and (iv) of the relevant objection deadlines. The Court finds that: (1) the Buyer and the Contract Counterparties have had an opportunity to object to the Sale and to Cure Amounts set forth in the Cure Notice; (2) the Cure Notice provided the Buyer and the Contract Counterparties with proper notice of the potential assumption and assignment of the Assumed Contracts and any Cure Amount relating thereto; (3) the service of such Cure Notice was good, sufficient, and appropriate under the circumstances; (4) no further notice need be given in respect of establishing Cure Amounts for the Assumed Contracts; and (5) the procedures set forth in the Bidding Procedures Order with regard to objecting to any such Cure Amount satisfy the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

H. In accordance with the provisions of the Bidding Procedures Order, the Debtors caused the Customer Notice to be served, in compliance with the requirements of due process and the Bankruptcy Code, upon the Buyer and the customers of the Seller with warranty claims and/or memberships with the Seller (including those that may be counterparties to an executory Contract), noticing such parties: (i) of the Sale, (ii) that the Seller may seek to assume and assign the Assumed Contracts on the Closing Date (to the extent applicable), and (iii) of the relevant objection deadlines. The Court finds that: (1) the Buyer and these customers have had an opportunity to object to the Sale; (2) the Customer Notice provided the Buyer and customers with proper notice of the potential assumption and assignment of the Assumed Contracts and of the Buyer's assumption of the warranty and membership obligations; (3) the service of such

Customer Notice was good, sufficient, and appropriate under the circumstances; and (4) the procedures set forth in the Bidding Procedures Order satisfy the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6006.

I. The Debtors' Auction and Sale Notice, the Cure Notice, and Customer Notice, as applicable, provided all interested persons and entities with timely and proper notice of, and a reasonable opportunity to object and be heard with respect to, the assumption and assignment of the Assumed Contracts, the Sale, the Sale Hearing, and the Auction (prior to being cancelled).

J. As evidenced by the affidavits of service previously filed with the Court (including [D.I. 46, 73, 179, 208, 209, 247, 248, 261, 304, 320, 321, 322, and 340]), proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the assumption and assignment of the Assumed Contracts, the Auction, the Auction Cancellation Notice, the Sale Hearing, and the Sale has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, the Local Rules, and Sections D and H of the Complex Case Procedures. The Debtors also have complied with all obligations to provide notice of the assumption and assignment of the Assumed Contracts, the Auction, the Auction Cancellation Notice, the Sale Hearing, and the Sale required by the Bidding Procedures Order. The notices described in Section III were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the assumption and assignment of the Assumed Contracts, the Auction, the Auction Cancellation Notice, this Sale Order, the Sale Hearing, Sale, or the assumption, assignment, and sale of the customer warranties and memberships is required.

K. The disclosures made by the Debtors concerning the Motion, the Bidding Procedures, the Stalking Horse Purchase Agreement, the assumption and assignment of the

Assumed Contracts, the assumption of the liabilities of the customer and membership claims, the cancellation of the Auction, the Sale, and the Sale Hearing, were good, complete, and adequate.

L. A reasonable opportunity to object and/or be heard regarding the relief provided in this Sale Order was afforded to all parties in interest.

IV. Good Faith of the Buyer, Seller and Solutions

M. The Stalking Horse Purchase Agreement was negotiated, proposed, and entered into by and among the Seller, Solutions, and the Buyer, including their respective boards of directors or equivalent governing bodies, officers, directors, employees, agents, professionals, and representatives, without collusion, in good faith, and from arm's-length bargaining positions. The Buyer is making such purchase in good faith and is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, in that among other things: (i) the Buyer's Qualified Bid was subject to a marketing process in a time frame approved by the Court through the Bidding Procedures Order; (ii) the Debtors conducted the marketing process, including in consultation with the Official Committee of Unsecured Creditors (the "Committee"); (iii) the Buyer did not attempt to limit the Debtors' freedom to deal with any other party interested in acquiring the Acquired Assets; and (iv) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed. There was no evidence of insider influence or improper conduct by the Buyer in connection with the negotiation of the Stalking Horse Purchase Agreement with the Debtors, no evidence of fraud, collusion, or bad faith on the part of the Buyer, no evidence of the Buyer doing anything to control or otherwise influence the marketing or sale process, including anything to control or otherwise influence the purchase price paid for the Acquired Assets, and no evidence that the Buyer violated section 363(n) of the Bankruptcy Code. The Buyer is not an

"insider" of any Debtor (as defined under section 101(31) of the Bankruptcy Code). Accordingly, the Buyer is entitled to the full protections of section 363(m) of the Bankruptcy Code.

N. As demonstrated by (i) any testimony and other evidence proffered or adduced at the Sale Hearing, and (ii) the representations of counsel made on the record at the Sale Hearing, substantial marketing efforts and a competitive sale process were conducted in accordance with the Bidding Procedures Order and, among other things: (a) the Debtors and the Buyer complied with the provisions in the Bidding Procedures Order; (b) the Buyer agreed to subject its bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; and (c) the Buyer in no way improperly induced or caused the chapter 11 filing by the Debtors.

V. Highest and Best Offer

O. The Debtors' marketing and sale process, including the Debtors' prepetition marketing process, with respect to the Acquired Assets in accordance with the Bidding Procedures, which were followed by the Debtors, afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets.

P. The Debtors implemented the Bidding Procedures and cancelled the Auction in accordance with the provisions of the Bidding Procedures Order, and the Debtors have otherwise complied with the Bidding Procedures Order in all respects. Such process was duly noticed and conducted in a non-collusive, fair, and good faith manner, in consultation with the Committee, and a reasonable opportunity has been given to any interested party to make a higher and better offer for the Acquired Assets.

Q. The Debtors received no Qualified Bids by the Bid Deadline for the Acquired Assets other than the Qualified Bid submitted by the Buyer. The Bidding Procedures provide that if no Qualified Bids (other than the Qualified Bid submitted by the Buyer) were received by the Bid Deadline, the Auction would not be conducted and the Buyer's Qualified Bid would be the Successful Bid for the Acquired Assets.

R. The Stalking Horse Purchase Agreement represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of the Chapter 11 Cases, including in light of the fact that no other Qualified Bids were received. The consideration provided by the Buyer under the Stalking Horse Purchase Agreement, including the assumption of the Assumed Liabilities, is fair and adequate, represents the highest or otherwise best available offer, including by providing the highest economic value available to the Debtors' estates, and will provide a

greater recovery for the Debtors' estates than would be provided by any other available alternative. Accordingly, the Stalking Horse Purchase Agreement constitutes the highest and best offer for the Acquired Assets and a valid, reasonable, and sound exercise of the Debtors' business judgment consistent with their fiduciary duties, and complies in all respects with the Bidding Procedures Order.

S. Approval of the Motion on the terms set forth in this Sale Order and the Stalking Horse Purchase Agreement and the consummation of the Sale contemplated thereby is in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

VI. No *Sub Rosa* or *De Facto* Plan

T. Good and sufficient reasons for approval of the Stalking Horse Purchase Agreement and the transactions to be consummated in connection therewith have been articulated, and the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Debtors have demonstrated compelling circumstances and good, sufficient, and sound business purposes and justifications for the Sale outside the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, before, and outside of, a plan of reorganization, in that, among other things, the immediate consummation of the Sale with the Buyer is necessary and appropriate to maximize the value of the Debtors' estates, and the Sale will provide the means for the Debtors to maximize distributions to creditors.

U. The Sale does not constitute a *sub rosa* or *de facto* plan of reorganization or liquidation as it does not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan that may be proposed by the Debtors, (iii) circumvent chapter 11 safeguards, such as those set forth in

sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests or extend debt maturities. Accordingly, the Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating chapter 11 plan for the Debtors.

VII. Successor Liability Matters

V. By virtue of the consummation of the Sale, (i) the Buyer is not a continuation of the Debtors or their respective estates, there is no continuity between the Buyer and the Debtors, there is no common identity between the Buyer and the Debtors, and there is no continuity of enterprise between the Buyer and the Debtors, (ii) the Buyer is not holding itself out to the public as a continuation of the Debtors or their respective estates, and (iii) the Sale does not amount to a consolidation, merger, or *de facto* consolidation or merger of the Buyer and any of the Debtors and the Debtors' respective estates.

W. The Buyer is not, and shall not be considered, a successor to the Debtors or their respective estates by reason of any theory of law or equity, including, but not limited to, under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat or unclaimed property laws, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, and the Buyer and its affiliates shall have no liability or obligation under the Worker Adjustment and Retraining Act (the "WARN Act"), 929 U.S.C. §§ 210 et seq. and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil

Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. § 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act, and/or the Fair Labor Standards Act; the Buyer is not a continuation or substantial continuation of any of the Debtors or their respective estates, business or operations or any enterprise of the Debtors; the Buyer does not have a common identity of incorporators, directors or equity holders with the Debtors; and the Sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer and the Debtors or their respective estates. Accordingly, the Buyer is not and shall not be deemed a successor to any of the Debtors or their respective estates as a result of the consummation of the Sale pursuant to the Stalking Horse Purchase Agreement and this Sale Order.

VIII. No Fraudulent Transfer; Validity of Transfer

X. The Stalking Horse Purchase Agreement was not entered into by the Buyer and the Debtors for the purpose of hindering, delaying, or defrauding creditors under either the Bankruptcy Code or the other laws of the United States, or the laws of any state, territory, possession, or the District of Columbia (including, without limitation, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and the Uniform Voidable Transactions Act). Neither the Debtors nor the Buyer entered into the Stalking Horse Purchase Agreement fraudulently, nor are they entering into or consummating the transactions contemplated by the Stalking Horse Purchase Agreement fraudulently, including under applicable federal and state fraudulent conveyance and fraudulent transfer laws.

Y. The consideration provided by the Buyer pursuant to the Stalking Horse Purchase Agreement, (i) was negotiated at arm's-length, (ii) is fair, adequate, and reasonable, (iii) is the highest or otherwise best offer for the Acquired Assets, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the other laws of the United States, and the laws of any state, territory, possession, or the District of Columbia (including, without limitation, the Uniform Fraudulent Conveyance Act, Uniform Fraudulent Transfer Act and the Uniform Voidable Transactions Act). No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Buyer. For the purposes of statutory and common law fraudulent conveyance and fraudulent transfer claims, neither the Seller, Solutions, nor the Buyer are entering into or consummating the transactions contemplated by the Stalking Horse Purchase Agreement fraudulently. Approval of the Motion, the Stalking Horse Purchase Agreement, the Sale, and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

Z. The Seller is the sole and lawful owner of the Acquired Assets. The Acquired Assets constitute property of the Seller's estate and title to the Acquired Assets is vested in the Seller's estate within the meaning of section 541(a) of the Bankruptcy Code. The Seller, Solutions, and the Buyer have full corporate power and authority to execute, deliver, and perform the Stalking Horse Purchase Agreement and all other documents contemplated thereby, and no further consents or approvals are required for the Seller, Solutions, or the Buyer to consummate the transactions contemplated by the Stalking Horse Purchase Agreement or the other documents contemplated thereby, except as otherwise set forth in the Stalking Horse Purchase Agreement or such other documents.

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

BB. Subject to section 363(f) of the Bankruptcy Code, the transfer of each of the Acquired Assets to the Buyer will be, as of the Closing Date, a legal, valid, and effective transfer of the Acquired Assets, which transfer vests or will vest the Buyer with all right, title, and interest of the Debtors in, to, and under the Acquired Assets free and clear of (i) all Liens (as defined in the Stalking Horse Purchase Agreement) and other liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code) and encumbrances relating to, accruing, or arising at any time prior to the Closing Date (collectively, as defined in this clause (i), the "Liens"), other than Permitted Liens, and (ii) all debts arising under, relating to, or in connection with any act of the Debtors, claims (as that term is defined in section 101(5) of the Bankruptcy Code) or causes of action, liabilities, obligations, demands, guaranties, options in favor of third parties, rights, easements, servitudes, restrictive covenants, encroachments, contractual commitments, restrictions, interests, mortgages, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, subleases, licenses, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, claims for reimbursement, contribution, indemnity, exoneration, infringement, products liability, alter-ego, and matters of any kind and nature, whether arising prior to or

subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto (a) that purport to give to any party a right of setoff against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors' or the Buyer's interests in the Acquired Assets, or any similar rights, or (b) in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including without limitation, any restriction of use, voting, transfer, receipt of income or other exercise of any attributes of ownership (collectively, as defined in this clause (ii), the "Claims"), relating to, accruing or arising at any time prior to entry of this Sale Order, other than Assumed Liabilities, including amounts necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all defaults and pay all actual pecuniary losses under the Assumed Contracts (the "Cure Amounts") or any other obligations arising under the Assumed Contracts to the extent set forth in the Stalking Horse Purchase Agreement or this Sale Order.

IX. Section 363(f) Is Satisfied

CC. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full. Therefore, the Seller may sell the Acquired Assets free and clear of any interests in the Acquired Assets. The Buyer would not have entered into the Stalking Horse Purchase Agreement and would not consummate the transactions contemplated thereby if the sale of the Acquired Assets to the Buyer and the assumption, assignment, and sale of the Assumed Contracts to the Buyer were not, except as otherwise provided in the Stalking Horse Purchase Agreement with respect to the Assumed Liabilities and Permitted Liens, free and clear of all

Claims and Liens of any kind or nature whatsoever of the Debtors, or if the Buyer would, or in the future could (except and only to the extent expressly provided in the Stalking Horse Purchase Agreement and with respect to the Assumed Liabilities and Permitted Liens), be liable for any of such Claims and Liens, including, but not limited to, Claims and Liens in respect of the following: (i) all mortgages, deeds of trust, and security interests; (ii) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (iii) any other employee, worker's compensation, occupational disease, unemployment, or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the WARN Act, (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors; (iv) any bulk sales or similar law to the maximum extent permitted by Law; (v) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (vi) any environmental laws, including any Environmental, Health and Safety Requirement(s); and (vii) any theories of successor or transferee liability.

DD. The Seller may sell the Acquired Assets free and clear of all Claims and Liens against the Seller, its estate, or any of the Acquired Assets (except for any Assumed Liabilities

and Permitted Liens under the Stalking Horse Purchase Agreement) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Holders of such Claims or Liens fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Claims or Liens attach to the net cash proceeds of the Sale, if any, ultimately attributable to the Acquired Assets in which such creditor or interest holder alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor or interest holder had prior to the Sale, subject to any claims and defenses the Seller and its estate may possess with respect thereto. Those holders of Claims or Liens against or in the Seller, its estate or any of the Acquired Assets who did not object, who withdrew their objection, or whose objection was overruled, to the Sale or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

EE. The sale, conveyance, assignment and transfer of any personally identifiable information pursuant to the terms of the Stalking Horse Purchase Agreement and this Sale Order complies with the terms of the Debtors' policy regarding the transfer of such personally identifiable information as of the Petition Date and, as a result, consummation of the Sale is permitted pursuant to section 363(b)(1)(A) of the Bankruptcy Code. Accordingly, appointment of a consumer privacy ombudsman in accordance with sections 363(b)(1) or 332 of the Bankruptcy Code is not required with respect to the Sale.

X. Assumption and Assignment of the Assumed Contracts

FF. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Sale Order is integral to the Stalking Horse Purchase Agreement and is in the best

interests of the Debtors and their estates, creditors, interest holders, and other parties in interest and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

GG. The Cure Amounts set forth on **Exhibit B** annexed hereto are the sole amounts necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all monetary defaults and pay all actual pecuniary losses under the Assumed Contracts.

HH. Pursuant to section 365 of the Bankruptcy Code, the Debtors have demonstrated that assuming all Assumed Contracts and assigning such Assumed Contracts to the Buyer is appropriate.

II. Pursuant to the terms of the Stalking Horse Purchase Agreement and this Sale Order, the Buyer shall have: (i) either or both cured and provided adequate assurance of cure of any defaults existing before the Closing Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (ii) provided compensation or adequate assurance of compensation to any party for actual pecuniary loss to such party resulting from a default prior to the Closing Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. After payment of the relevant Cure Amounts by the Buyer and as required by the Stalking Horse Purchase Agreement and this Sale Order, the Debtors shall not have any further liabilities to the Contract Counterparties on or after the Closing Date. The Buyer has demonstrated adequate assurance of its future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code. Any non-Debtor counterparty to an Assumed Contract who did not timely file an objection to the assumption of its Assumed Contract shall be deemed to have consented to its assumption and assignment to the Buyer

pursuant to section 365 of the Bankruptcy Code in accordance with the Stalking Horse Purchase Agreement.

JJ. No default exists in the Seller's estate's performance under the Assumed Contracts as of the Closing Date other than the failure to pay Cure Amounts or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

XI. Compelling Circumstances for an Immediate Sale

KK. Good and sufficient reasons for approval of the Stalking Horse Purchase Agreement and the Sale have been articulated. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. To maximize the value of the Debtors' assets and preserve the viability of the business to which the Acquired Assets relate, it is essential that the Sale be approved and occur promptly within the time constraints set forth in the Stalking Horse Purchase Agreement. Time is of the essence in effectuating the Stalking Horse Purchase Agreement and consummating the Sale, both to preserve and maximize the value of the Debtors' assets for the benefit of the Debtors, their estates, their creditors, interest holders, and all other parties in interest in the Chapter 11 Cases and to provide the means for the Debtors to maximize creditor and interest holder recoveries. As such, the Debtors and the Buyer intend to close the Sale of the Acquired Assets as soon as reasonably practicable. The Debtors have demonstrated both compelling circumstances and a good, sufficient, and sound business purpose and justification for immediate approval and consummation of the Stalking Horse Purchase Agreement.

LL. The consummation of the transactions set forth in the Stalking Horse Purchase Agreement and the assumption and assignment of the Assumed Contracts are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without

limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f), and all of the applicable requirements of such sections have been complied with in respect of such transactions.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the Chapter 11 Cases pursuant to Bankruptcy Rule 9014. To the extent that any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such. Any findings of fact or conclusions of law stated by the Court on the record at the Sale Hearing are hereby incorporated.

2. The relief requested in the Motion is GRANTED and the transactions contemplated thereby and by the Stalking Horse Purchase Agreement are APPROVED for the reasons set forth in this Sale Order and on the record of the Sale Hearing, which is incorporated fully herein as if fully set forth in this Sale Order, and the Sale contemplated by the Stalking Horse Purchase Agreement is APPROVED.

3. All objections, statements, and reservations of rights (if any) to the Motion and the relief requested therein and to the entry of this Sale Order or the relief granted herein, that have not been withdrawn, waived, adjourned, settled as announced to the Court at any prior hearing, at the Sale Hearing, or by stipulation filed with the Court, or previously overruled, including, without limitation, all reservations of rights included therein or otherwise, are hereby overruled and denied on the merits with prejudice, except as expressly set forth herein. Those parties who did not object, or withdrew their objections to the Motion, are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code.

4. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order are incorporated herein by reference.

Approval of the Stalking Horse Purchase Agreement

5. The Stalking Horse Purchase Agreement and all other ancillary documents, and all of the respective terms and conditions thereof, the Sale contemplated thereby, and the Purchase Price are hereby approved. The Seller and Solutions are authorized to enter into the Stalking Horse Purchase Agreement and all other ancillary documents to be executed in connection with the Stalking Horse Purchase Agreement as may be necessary.

6. Pursuant to sections 363 and 365 of the Bankruptcy Code, entry by the Seller and Solutions into the Stalking Horse Purchase Agreement is hereby authorized and approved. The Seller, Solutions, and the Buyer, acting by and through their respective existing agents, representatives, and officers, are authorized, empowered and directed, without further order of this Court, to use their reasonable best efforts to take any and all actions necessary or appropriate to (a) consummate and close the Sale in accordance with the terms and conditions of the Stalking Horse Purchase Agreement and this Sale Order, (b) transfer and assign all right, title, and interest to all assets, property, licenses, and rights of the Seller to be conveyed in accordance with the terms and conditions of the Stalking Horse Purchase Agreement, and (c) execute and deliver, perform under, consummate, implement, and close fully the Stalking Horse Purchase Agreement, including the assumption and assignment to the Buyer of the Assumed Contracts, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Stalking Horse Purchase Agreement and the Sale, including any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Stalking Horse Purchase Agreement, this Sale Order, and

such other ancillary documents, including any actions that otherwise would require further approval by shareholders, members, or their boards of directors, as the case may be, without the need to obtain such approvals. The Seller and Solutions are hereby authorized to perform their covenants and undertakings as provided in the Stalking Horse Purchase Agreement and any ancillary documents before or after the Closing Date without further order of the Court. Neither the Buyer, the Seller nor Solutions shall have any obligation to proceed with the Closing under the Stalking Horse Purchase Agreement until all conditions precedent to their obligations to do so have been met, satisfied, or waived, except as otherwise contemplated and provided for in the Stalking Horse Purchase Agreement and this Sale Order.

7. This Sale Order and the Stalking Horse Purchase Agreement shall be binding in all respects upon the Debtors, including the Debtors' estates, all holders of equity interests in any Debtor, all holders of Claims or Liens (whether known or unknown) against any Debtor, including the Committee, any holders of Claims or Liens against or on all or any portion of the Acquired Assets, all Contract Counterparties, the Buyer and all successors and assigns of the Buyer, the Acquired Assets, all successors and assigns of the Debtors, and any subsequent trustees appointed in any of the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Chapter 11 Cases, and shall not be subject to rejection or unwinding. This Sale Order and the Stalking Horse Purchase Agreement shall inure to the benefit of the Debtors, their estates, their creditors, the Buyer and their respective successors and assigns. Nothing in any chapter 11 plan confirmed in the Chapter 11 Cases, the confirmation order confirming any such chapter 11 plan, any order approving the wind down or dismissal of the Chapter 11 Cases, or any order entered upon the conversion of the Chapter 11 Cases to one

or more cases under chapter 7 of the Bankruptcy Code or otherwise shall alter, conflict with, or derogate from, the provisions of this Sale Order.

Transfer of the Acquired Assets

8. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Seller is authorized and directed to transfer the Acquired Assets to the Buyer on the Closing Date. The transfer of the Acquired Assets to the Buyer under the Stalking Horse Purchase Agreement does not require any consents other than as specifically provided for in the Stalking Horse Purchase Agreement. The transfer of the Seller's right, title, and interest in the Acquired Assets to the Buyer pursuant to the Stalking Horse Purchase Agreement and this Sale Order shall be deemed transferred to the Buyer upon and as of the Closing Date, and such transfer of the Acquired Assets and the consummation of the Sale and any related actions contemplated thereby constitute a legal, valid, binding, and effective transfer of the Seller's right, title, and interest in the Acquired Assets and shall vest the Buyer with all the right, title and interest of the Seller in and to the Acquired Assets as set forth in the Stalking Horse Purchase Agreement, free and clear of all Claims and Liens (except Assumed Liabilities and Permitted Liens). Upon the Closing, the Buyer shall take title to and possession of the Acquired Assets subject only to the Assumed Liabilities and Permitted Liens. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of title to the Acquired Assets and the Assumed Contracts shall be free and clear of all Claims and Liens including, without limitation, all Claims pursuant to any successor or successor-in-interest liability theory, except for Assumed Liabilities and Permitted Liens.

9. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of

the Seller's right, title, and interest in the Acquired Assets or a bill of sale transferring good and marketable title in such Acquired Assets to the Buyer on the Closing Date pursuant to the terms of the Stalking Horse Purchase Agreement and this Sale Order, free and clear of all Claims and Liens (other than Assumed Liabilities and Permitted Liens). For the avoidance of doubt, the Excluded Assets set forth in the Stalking Horse Purchase Agreement and herein are not included in the Acquired Assets, and the Excluded Liabilities set forth in the Stalking Horse Purchase Agreement and herein are not Assumed Liabilities.

10. The Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Seller constituting Acquired Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date as provided by the Stalking Horse Purchase Agreement. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Acquired Assets sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Sale.

11. Except with respect to Assumed Liabilities and Permitted Liens, all persons and entities holding Claims against the Debtors or Claims or Liens in all or any portion of the Acquired Assets arising under or out of, in connection with or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' business prior to the Closing Date, the transfer of the Acquired Assets to the Buyer, or otherwise, are hereby forever barred, estopped, and permanently enjoined from asserting against the Buyer or its successors or assigns, their property, or the Acquired Assets such persons' or entities' Claims against the Debtors or Claims

or Liens in and to the Acquired Assets. On and after the Closing Date, each creditor is authorized and directed to execute such documents and take all other actions as may be deemed by the Buyer to be necessary or desirable to evidence the release of Claims or Liens, if any, as provided for herein, as such Claim or Lien may have been recorded or may otherwise exist.

12. All persons and entities that are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed (wherever located) to the Buyer pursuant to the Stalking Horse Purchase Agreement are hereby directed to surrender possession of such Acquired Assets to the Buyer on the Closing Date. To the extent that any such person or entity fails or refuses to surrender possession of such Acquired Assets on or after the Closing Date, the Buyer has the right to commence a turnover action and have it considered on an expedited basis. All persons are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with, or which would be inconsistent with, the ability of the Seller to sell and transfer any or all of the Acquired Assets to the Buyer, or the ability of the Buyer to take title and possession of any or all of the Acquired Assets, in accordance with the terms of the Stalking Horse Purchase Agreement and this Sale Order.

13. This Sale Order is and shall be effective as a determination that, as of the Closing Date, all Claims and Liens of any kind or nature whatsoever existing as to the Acquired Assets before the Closing, other than Assumed Liabilities and Permitted Liens, or as otherwise provided in this Sale Order, shall have been unconditionally released, discharged, and terminated. Moreover, this Sale Order is and shall be effective as a determination that, as of the Closing Date, the conveyances described herein have been affected, with all such Claims and Liens to attach to any net proceeds received by the Seller ultimately attributable to the Acquired Assets against, or in, which such Claims or Liens are asserted, subject to the terms thereof, with the

same validity, force, and effect, and in the same order of priority, which such Claims or Liens now have against the Acquired Assets, subject to any rights, claims, and defenses that the Seller or its estate, as applicable, may possess with respect thereto.

14. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease, and each of the foregoing persons and entities is hereby authorized and directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse Purchase Agreement.

15. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse Purchase Agreement. A certified copy of this Sale Order may be: (a) filed with the appropriate clerk; (b) recorded with the recorder; or (c) filed or recorded with any other governmental agency to act to cancel any of the Claims, Liens, and other encumbrances of record.

16. If any person or entity that has filed statements or other documents or agreements evidencing Claims or Liens in all or any portion of the Acquired Assets has not delivered to the Seller prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of Liens and Claims and any other

documents necessary or desirable to the Buyer for the purpose of documenting the release of all Claims and Liens (other than Assumed Liabilities or Permitted Liens), which the person or entity has or may assert with respect to all or any portion of the Acquired Assets, then the Buyer and the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents in the name and on behalf of such person or entity with respect to the Acquired Assets; provided that, notwithstanding anything in this Sale Order or the Stalking Horse Purchase Agreement to the contrary, the provisions of this Sale Order shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

DIP Facility Obligations[4]

17. On the Closing Date, the Debtors shall use and disburse the net cash proceeds from this Sale, and on any other closing date of any other sale of the Debtors' assets approved pursuant to orders of the Court (collectively, the "Sale Transactions", and such aggregate proceeds the "Sale Proceeds"), each as set forth below:

a. First, **subject to the last sentence of this paragraph 17(a), at least** ~~$[___]~~[5] **13 million** (the "Holdback Amount") of the Sale Proceeds shall be funded into the DIP Proceeds Account, which shall constitute Cash Collateral subject to the Final DIP Order (including, but not limited to, the Carve-Out). The Holdback Amount shall be used by the Debtors in accordance with the Final DIP Order (including, but not limited to, the Carve-Out) and the Approved Budget until (i) further order of this Court, which further order, for the avoidance of doubt, may include a stipulation and agreed order or the order confirming a chapter 11 plan for any Debtor, or (ii) the Debtors, the DIP Secured Parties, Prepetition Secured Parties, and the Committee otherwise agree in writing. **The Debtors, the**

[4] Capitalized terms used in paragraphs 17-18 and not otherwise defined in this Sale Order shall have the meanings ascribed to them in the *Final Order (A) Authorizing the Debtors to Obtain Postpetition Financing and to Use Cash Collateral, (B) Granting Liens and Superpriority Claims, (C) Granting Adequate Protection, (D) Modifying the Automatic Stay, and (E) Granting Related Relief* [D.I. 255] (the "Final DIP Order").

~~[5] [NTD: The amount to be inserted remains under discussion between the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties.]~~

DIP Secured Parties, and the Prepetition Secured Parties may mutually agree to adjust the Holdback Amount, either upward or downward, after the Closing Date and on any other closing date of the Sale Transactions, including to reflect adjustments to the Approved Budget after entry of this Sale Order.

b. Second, all Sale Proceeds in excess of the Holdback Amount shall, in such amounts as may be directed in writing by the DIP Agent and the Prepetition Agent (collectively, the "Agent"), be paid directly to the Agent for application to the DIP Obligations and/or the Prepetition Obligations, as elected by the Agent; provided, nothing in this clause (b) shall prejudice any rights under the Final DIP Order that may be available to the DIP Secured Parties, the Prepetition Secured Parties, the Debtors, or the Committee.

For the avoidance of doubt, all Liens and Claims will attach to the Sale Proceeds to the same extent and with the same priority as existed prior to consummation of the Sale Transactions, subject to any claims, defenses and objections, if any, that the Debtors, their estates, or any other party in interest may possess with respect thereto.

18. Without limitation to the other provisions of this Sale Order, at the Closing, the DIP Secured Parties and the Prepetition Secured Parties shall execute such documents and take such other actions as may be reasonably necessary to release their Claims and Liens in and to the Acquired Assets as of the Closing that are transferred to the Buyer; provided, however, any failure to do so shall not in any way affect the validity of such transfer pursuant to this Sale Order or the free and clear nature of this Sale under paragraph 8 of this Sale Order.

Assumed Contracts; Assumed Warranty and Membership Obligations

19. The Seller is hereby authorized and directed in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign the Assumed Contracts to the Buyer free and clear of all Claims, Liens, and other interests of any kind or nature whatsoever (other than the Assumed Liabilities), subject to the terms of the Stalking Horse Purchase Agreement and this Sale Order, as of the Closing Date and (b) execute and deliver to the Buyer such documents or other instruments as the Buyer deems necessary to assign and transfer the Assumed Contracts to the Buyer in accordance with the Stalking Horse Purchase Agreement. The payment of the applicable Cure Amounts (if any) by the Buyer as required by the Stalking Horse Purchase Agreement and this Sale Order shall (i) effect a cure of all defaults existing thereunder as of the Closing Date, (ii) compensate for any actual pecuniary loss to the applicable Contract Counterparty resulting from such default, and (iii) together with the assignment by the Seller to and the assumption of the Assumed Contracts by the Buyer, constitute adequate assurance of future performance thereof.

20. On the Closing Date, the Seller shall assume and assign to Buyer each Assumed Contract designated by Buyer for assumption and assignment on the Closing Date in accordance with the Stalking Horse Purchase Agreement and this Sale Order, and which Assumed Contracts are set forth on **Exhibit B** attached hereto; provided, however, to the extent any contract with a customer for a warranty claim and/or a membership constitute an executory Contract, such contract shall be deemed an Assumed Contract without their inclusion on **Exhibit B**.

21. Pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Seller of the Assumed Contracts shall not be a default thereunder. Any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract to the Buyer or

allows the party to such Assumed Contract to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract to the Buyer, constitute anti-assignment provisions that are unenforceable and will have no force and effect solely with respect to assumption and assignment pursuant to this Sale Order or any subsequent assumption and assignment order. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Seller and assignment to the Buyer of the Assumed Contracts have been satisfied.

22. On the Closing Date, upon payment of the relevant Cure Amount, if any, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Seller under such Assumed Contract. To the extent provided in the Stalking Horse Purchase Agreement, the Debtors shall cooperate with and take all actions reasonably requested by the Buyer to effectuate the foregoing.

23. On the Closing Date, and the payment of the relevant Cure Amount, if any, the Assumed Contracts will remain in full force and effect (subject to any amendments agreed to between the counterparty to such Assumed Contract and the Buyer), and no default shall exist under the Assumed Contracts and no counterparty to any Assumed Contract shall be permitted (a) to declare a default by the Buyer under such Assumed Contract, or (b) to otherwise take action against the Buyer as a result of any Debtors' financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assumed Contract.

24. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, other than the right to payment of any Cure Amount, all Contract Counterparties are forever barred and permanently enjoined from raising or asserting against either the Debtors or the Buyer any assignment fee, default, breach, Claim, pecuniary loss, or condition to assignment arising under

or related to the Assumed Contracts existing as of the Closing Date or arising by reason of the Closing; provided, however, that the foregoing shall not apply to any customer of the Seller holding a Cure Amount on account of a valid warranty from the Seller or a membership agreement with the Seller, as such liabilities are being assumed by Buyer.

25. On the Closing Date, the Debtors shall be relieved, pursuant to sections 363 and 365(k) of the Bankruptcy Code, from any further liability under any Assumed Contract, and the counterparties shall be estopped from asserting any and all Claims or Liens, whether known or unknown, against the Debtors on account of the Assumed Contract. Without limiting the foregoing, on the Closing Date, the Seller shall be relieved of any further liability under any warranty or membership obligation with any of their customers, as such liabilities are being assumed by the Buyer.

26. Any Contract Counterparty—including, to the extent applicable, any customer holding a valid warranty from, and/or membership with, the Seller—who did not timely file an objection to the assumption of its Assumed Contract shall be deemed to have consented to the Assumed Contract's assumption and assignment to the Buyer pursuant to section 365 of the Bankruptcy Code. All objections to the assumption and assignment of the Assumed Contracts that have not been withdrawn, waived, settled, or adjourned, as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits with prejudice.

27. All non-Debtor counterparties to the Assumed Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable request of the Buyer, any instruments, applications, consents, or other documents that may be required or requested by any public

authority or other party or entity to effectuate the applicable transfers in connection with the sale of the Acquired Assets.

Other Provisions

28. The Stalking Horse Purchase Agreement does not provide for the sale of the Debtors' and their estates' claims—including, without limitation, commercial tort claims and Avoidance Actions—against any of the Debtors' insiders (as that term is defined in section 101(31) of the Bankruptcy Code).

29. ~~**28.**~~ Notwithstanding anything to the contrary in this Sale Order or the Stalking Horse Purchase Agreement, any liens securing the ad valorem tax claims (the "Tax Claims") of the Texas Taxing Authorities[65] owed by Seller for year 2024 and prior pertaining to the Acquired Assets shall attach to the cash proceeds from the Sale to the same extent and with the same priority as the liens they now hold against the property of the Debtors. For the avoidance of doubt, the 2025 Tax Claims of the Texas Taxing Authorities relating to the Seller are Permitted Liens as defined in the Stalking Horse Purchase Agreement. The Buyer assumes full responsibility for the post-Closing 2025 ad valorem taxes and shall be responsible for paying such ad valorem taxes in full, in the ordinary course of business, when due, subject to any claims and defenses of the Buyer with respect thereto. If not timely paid, subject to any claims and defenses of the Buyer, the Texas Taxing Authorities may proceed with non-bankruptcy collections against the Buyer, without leave or approval of the Court. Any dispute regarding the proration of the ad valorem taxes between the Seller and Buyer shall have no effect on Buyer's responsibility to pay the post-Closing 2025 ad valorem taxes. Subject to any claims and defenses

[65] The "Texas Taxing Authorities" are Eagle Mountain-Saginaw ISD, Plano ISD, Richardson ISD, Cypress-Fairbanks ISD, Harris County ESD #9, Lone Star College District, Dallas County, and Tarrant County.

of the Buyer, the Texas Taxing Authorities shall retain their respective liens, if any, against the Acquired Assets, as applicable, until paid in full, including any applicable penalties or interest. All parties' rights to object to the priority, validity, amount and extent of the Tax Claims of the Texas Taxing Authorities, and the asserted liens in connection therewith are fully preserved.

30. ~~29.~~ The consideration provided by the Buyer for the Seller's right, title, and interest in the Acquired Assets under the Stalking Horse Purchase Agreement constitutes reasonably equivalent value and fair consideration for the Acquired Assets under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act, and other applicable law within the meaning of section 544(b) of the Bankruptcy Code, under the laws of the United States, any state, territory, possession, or the District of Columbia.

31. ~~30.~~ Effective upon the Closing Date, except as set forth in the Stalking Horse Purchase Agreement with respect to Assumed Liabilities and Permitted Liens and this Sale Order, all persons and entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Buyer, its successors and assigns, or the Acquired Assets, with respect to any (a) Claims and Liens arising under, out of, in connection with or in any way relating to the Debtors, the Buyer, the Acquired Assets, or the operation of the Acquired Assets prior to the Closing or (b) successor liability based, in whole or in part, directly or indirectly, on any theory of successor or vicarious liability of any kind of character, or based upon any theory of antitrust, environmental, successor or transferee liability, *de facto* merger or substantial continuity, labor and employment, or products liability, whether known or unknown as of the Closing, now existing or hereafter arising,

asserted or unasserted, fixed or contingent, or liquidated or unliquidated, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Buyer, its successors or assigns, assets, or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against the Buyer, its successors or assigns, assets, or properties; (iii) creating, perfecting, or enforcing any Claims or Liens against the Buyer, its successors or assigns, assets, or properties; (iv) asserting any setoff or right of subrogation of any kind against any obligation due to the Buyer or its successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating, or failing or refusing to renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

32. ~~**31.**~~ The transactions contemplated by the Stalking Horse Purchase Agreement are undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assumed Contracts), unless such authorization and such Sale are duly stayed pending such appeal. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. The Sale is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

33. ~~32.~~ No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the transactions with the Debtors that are approved by this Sale Order, including, without limitation, the Stalking Horse Purchase Agreement and the Sale.

34. ~~33.~~ The failure specifically to include any particular provision of the Stalking Horse Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Stalking Horse Purchase Agreement be authorized and approved in its entirety.

35. ~~34.~~ The Stalking Horse Purchase Agreement and any related or ancillary agreements, documents or other instruments may be further modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court; provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

36. ~~35.~~ To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in the Chapter 11 Cases, the terms of this Sale Order shall govern. To the extent there are any inconsistencies between the terms of this Sale Order and the Stalking Horse Purchase Agreement (including any ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

37. ~~36.~~ The provisions of this Sale Order are non-severable and mutually dependent.

38. ~~37.~~ All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

39. ~~38.~~ The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified, lifted, and annulled with respect to the Debtors and the Buyer to the extent necessary, without further order of this Court, to allow the Buyer to take any and all actions permitted under

the Stalking Horse Purchase Agreement or any other Sale-related document in accordance with the terms and conditions thereof. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Stalking Horse Purchase Agreement or any other Sale-related document.

40. ~~39.~~ The Debtors are authorized to take all actions necessary to effect the relief granted pursuant to this Sale Order in accordance with the Motion. The Stalking Horse Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented through a written document signed by the parties thereto in accordance with the terms thereof without further order of this Court; *provided*, *however*, that any such modification, amendment, or supplement that is either material or materially changes the economic substance of the transactions shall be (i) filed on the docket served on the Limited Service List, and (ii) parties-in-interest shall have five (5) days to object to any such amendment. Absent any such objection, such modification, amendment, or supplement shall be binding and any timely objection shall be heard by the Court on an expedited basis.

41. ~~40.~~ Notwithstanding the provisions of Bankruptcy Rule 6004(h) and Bankruptcy Rule 6006(d), and pursuant to Bankruptcy Rules 7062(g) and 9014, this Sale Order shall not be stayed, shall be effective immediately upon entry, and the Debtors and the Buyer are authorized to close the Sale immediately upon entry of this Sale Order. Time is of the essence in closing the transactions referenced herein, and the Debtors and the Buyer intend to close the Sale as soon as practicable.

42. ~~41.~~ This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Stalking Horse Purchase Agreement, all amendments thereto as well as any waivers and consents thereunder and

each of the agreements executed in connection therewith to which the Debtors are a party and adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

43. ~~**42.**~~ Counsel for the Debtors, through Kurtzman Carson Consultants, LLC d/b/a Verita Global ("Verita") shall, within three (3) days of the entry of this Sale Order, cause a copy of this Sale Order to be served by electronic mail or first-class mail, as applicable, on all parties served with the Motion, and Verita shall file promptly thereafter a certificate of service confirming such service.

END OF DOCUMENT

Prepared and presented by:

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Counsel for the Debtors and
Debtors in Possession

~~**Exhibit A**~~

~~**Stalking Horse Purchase Agreement**~~

~~**Exhibit B**~~

~~**Assumed Contracts**~~

~~ACTIVE 710679698v8~~

Summary report: **Litera Compare for Word 11.11.0.158 Document comparison done on 5/19/2025 3:32:12 PM**	
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